City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 SOUTH MAIN STREET · PHONE 702-229-6011
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. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

NOTE: The regularly scheduled Las Vegas City Council meeting of Wednesday, July 6, 2016 is being cancelled due to the Fourth of July holiday.

June 1, 2016
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, 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 69.9. 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 5:00 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 BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH

6. RECOGNITION OF THE ACTION TEAM WINNERS

7. RECOGNITION OF THE NATIONAL MISSING CHILDREN'S DAY POSTER CONTEST WINNERS

8. RECOGNITION OF PARADISE RANCH

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 May 4, 2016 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 Fiscal Year 2017 Budget for the City's nonprofit 495 Main Corporation ($1,189 - Existing 495 Main Corporation Fund balance) - Ward 5 (Barlow)

13. For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation of $100,000 to Vegas PBS in collaboration with a partnership with University of Nevada Las Vegas to produce the documentary, African-Americans: The Las Vegas Experience (License Plate Revenue) - All Wards

CITY ATTORNEY - CONSENT

14. For possible action to approve the Retainer Letter Agreement between Michael C. Niarchos, Ltd. and City Parkway V, Inc. for Professional Services to be rendered by Michael C. Niarchos for twelve (12) months beginning July 1, 2016 through June 30, 2017 for City Parkway V, Inc., the Department of Economic and Urban Development and any other related business matters ($152,000 annually - City Parkway V, Inc.) - All Wards

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

15. For possible action to approve an Amended and Restated Cooperation Agreement between the City of Las Vegas (City) and the City of Las Vegas Redevelopment Agency (Agency) in which the City will provide the Agency staff assistance, supplies and services and the Agency will reimburse the City for all costs incurred for services - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow) [NOTE: This item is related to Redevelopment Agency Item 5]

FINANCE - CONSENT

16. For possible action to approve a Notice of Intent to Augment and Amend the Fiscal Year 2016 annual budget of the City of Las Vegas General Fund

FINANCE - PURCHASING & CONTRACTS CONSENT

17. For possible action to approve award of Modification No. 5 to Contract No. 110083-TB, Telephone System with Support and Maintenance - Department of Information Technologies - Award recommended to: SCOTTEL VOICE AND DATA, INC dba BLACK BOX NETWORK SERVICES ($242,569.67 - Computer Services Internal Service Fund) - All Wards

18. For possible action to approve award of Contract No. 160186-TF, Prime Design Services Contract WPCF 2MW Solar Expansion located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK & VEATCH CORP ($878,856 - Sanitation Enterprise Fund) - Clark County

19. For possible action to revise Purchase Order No. 354603 to accommodate additional funding for Contract No. 13.48691-TB-C, Construction Manager at Risk Agreement for Detention and Enforcement Isolation Cell Addition Construction located at 3300 Stewart Avenue - Department of Public Works - Award recommended to: SLETTEN CONSTRUCTION OF NEVADA, INC. ($156,720 - Detention and Enforcement Capital Projects Fund) - Ward 3 (Coffin)

20. For possible action to approve award of Contract No. 160208-DC, Prime Design Services for 3rd Street Multi-Modal Improvements Charleston To Bonneville located at Third Street between Charleston Boulevard and Hoover Avenue - Department of Public Works - Award recommended to: VTN NEVADA ($269,340 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

21. For possible action to approve award of First Amendment to Contract No. 160015-JH, Prime Design Services Contract for Sewer Rehabilitation Group A located on Sandhill Road, Charleston Boulevard, Broadalbin Drive, Wyoming Avenue and Arden Street between Bonanza Road and Sahara Avenue - Department of Public Works - Award recommended to: BLACK & VEATCH ($69,014 - Sanitation Enterprise Fund) - Ward 3 (Coffin)

22. For possible action to approve award of Contract No. 160214-JH, Blanket Services Contract for On-Call Independent Cost Estimating, Biddability, and Constructability Review, CPM Scheduling, and Change Order Review - Department of Public Works - Award recommended to: CMWORKS, INC. (Not-to-Exceed $149,000 - Various Funds) - All Wards

23. For possible action to approve award of Contract No. 160018-JH, Blanket Services Contract for Environmental Consulting, Environmental Testing, Geotechnical Engineering, Material Testing and Special Inspection Services located at Symphony Park, 100 South Grand Central Parkway - Department of Public Works - Award recommended to: CONVERSE CONSULTANTS (Not-to-Exceed $200,000 - Various Funds) - Ward 5 (Barlow)

24. For possible action to approve award of the Second Amendment to Agreement No. 110161-TF, Prime Design Services Agreement for Downtown Pedestrian and Bicycle Improvements located on First Street, Garces Avenue, Sixth Street, Third Street and Bridger Avenue - Department of Public Works - Award recommended to: VTN NEVADA ($399,420 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

OPERATIONS AND MAINTENANCE - CONSENT

25. For possible action to approve a conveyance of easement in favor of the City of Las Vegas from Summerlin North Community Association on the west side of South Pavilion Center Drive at Greenmoor Lane, APN 137-36-197-003 - Ward 2 (Beers)

26. For possible action to approve a Right-of-Way Dedication from Summerlin North Community Association to the City of Las Vegas (CLV) on Canyon Run Drive, west of North Rampart Boulevard, APN 138-29-497-010, 012 - Ward 2 (Beers)

PLANNING - BUSINESS LICENSING CONSENT

27. For possible action to approve a Medical Marijuana Cultivation Establishment License MEDICAL MARIJUANA GROUP, INC. dba MMG AGRICULTURE, LLC at 7754 Security Circle - Reno, Nevada

28. For possible action to approve a Temporary Restricted Gaming License for GOLDEN BAR & GAMING, LLC dba GOLDEN LIQUOR & GAMING at 2520 Arville Street - Ward 1 (Tarkanian)

29. For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: B.W. CORP TO: GOLDEN BAR & GAMING LLC dba GOLDEN LIQUOR & GAMING at 2520 Arville Street - Ward 1 (Tarkanian)

30. For possible action to approve a Restricted Gaming License for MUDDY MUTTS, LLC dba WASH N SAVE LAUNDROMAT at 235 North Eastern Avenue, Suite #124 [Benjamin Rudnitsky, Owner] - Ward 3 (Coffin)

PUBLIC WORKS - CONSENT

31. For possible action to approve Seventh Supplemental Interlocal Contract LAS24E07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date for the Gowan Outfall - Lone Mountain Branch, Rancho Drive to Decatur Boulevard - Wards 4 and 6 (Anthony and Ross)

32. For possible action to approve Fifth Supplemental Interlocal Contract LAS22K08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date for the Las Vegas Wash - Grand Teton, Mountain Spa to Durango Drive - Ward 6 (Ross)

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

34. For possible action to approve Ninth Supplemental Interlocal Contract LAS05E03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date for the Oakey - Meadows Storm Drain from Sahara Avenue to Meadows Detention Basin along Valley View Boulevard, Edmond Street and Arville Street - Ward 1 (Tarkanian)

35. For possible action to approve a Copyright Assignment Agreement between Zak Ostrowski, Drew Gregory and Clemente Cicoria, all individuals (collectively, the Artists) and the City of Las Vegas to acquire all rights, title, and interest in and to the Artwork and the Copyright for the Artwork known as Found Font to be constructed on the southwest corner of Grand Central Parkway and Charleston Boulevard as part of the City's portion of the Nevada Department of Transportation's Project Neon - Ward 1 (Tarkanian)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

36. ABEYANCE ITEM - Report by LuAnn D. Holmes, City Clerk, regarding the status of the reimbursement structure for future elections proposed by Clark County and discussion for possible action regarding available options for upcoming election cycles - All Wards

37. Discussion for possible action regarding a Special Event Licensing and Temporary Land Use agreement with Life is Beautiful, LLC for the temporary use of land and right-of-way for the Life is Beautiful Festival to be held September 23-26, 2016, in downtown Las Vegas - Wards 3 and 5 (Coffin and Barlow)

FINANCE - DISCUSSION

38. Discussion for possible action to approve the transfer of Fiscal Year 2016 Budget Appropriations to adjust for expenditures and adjustments between functions within the General Fund for cost overruns in the Public Safety function totaling $3,900,000 - (General Fund)

HUMAN RESOURCES - DISCUSSION

39. Report and discussion for possible action regarding the status of negotiations between the City of Las Vegas and the International Association of Fire Fighters (IAFF Local 1285)

BOARDS & COMMISSIONS - DISCUSSION

40. For Possible Action - SENIOR CITIZENS ADVISORY BOARD - Mickey Lee Moore - Term Expiration 6-2017 (Resigned)

41. For Possible Action - BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE - Steve Quinn and Robert W. Potter, Term Expirations 5-17-2016

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

42. Bill No. 2016-25 - For Possible Action - Updates the Unified Development Code (LVMC Title 19) to clarify land use regulations and definitions regarding nightclubs by amending the land use table to allow nightclubs as permitted uses in the Downtown Entertainment Overlay District, permitting a waiver of distance separation requirements between nightclubs and protected uses and striking distance separation requirements between nightclubs and protected uses within the Downtown Casino Overlay District. Sponsored by: Councilman Ricki Y. Barlow

43. Bill No. 2016-32 - For Possible Action - Annexation No. ANX-63265 - Property location: 5640 North Rainbow Boulevard; Petitioned by: Debra J. Reoch; Acreage: 0.95 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

44. Bill No. 2016-33 - For Possible Action - Amends the Downtown Centennial Plan to authorize additional uses within the Arts District. (TXT-63263) Proposed by: Tom Perrigo, Director of Planning

45. Bill No. 2016-35 - For Possible Action - Annexation No. ANX-58981 - Property location: generally located on the north side of West Lone Mountain Road, 325 feet west of Janell Drive; Petitioned by: PN II, Inc., predecessors-in-interest to current owners; Acreage: 5.47 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

46. Bill No. 2016-40 - For Possible Action - Authorizes the issuance of City of Las Vegas, Nevada, Sales Tax Increment Revenue Bonds, Series 2016, in an amount not to exceed $25,000,000, for the purpose of financing projects in the Symphony Park Tourism Improvement District. Proposed by: Venetta Appleyard, Director of Finance

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. 2016-34 - Authorizes the establishment and operation of an occasional program by which fines for qualifying parking infractions may be paid by means of the donation of food items or children's toys in lieu of the payment of money. Sponsored by: Councilman Bob Beers

48. Bill No. 2016-36 - Annexation No. ANX-62383 - Property location: 6645 West El Campo Grande Avenue; Petitioned by: Michael A. Valente, predecessor-in-interest to current owner; Acreage: 1.50 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

49. Bill No. 2016-37 - Annexation No. ANX-62386 - Property location: 4980 Ghost Dance Circle; Petitioned by: Corey and Mary Joyce Newcome; Acreage: 0.68 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

50. Bill No. 2016-38 - Annexation No. ANX-63179 - Property location: 5686 North Rainbow Boulevard; Petitioned by: Aqua Bamboo, LLC; Acreage: 0.95 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

51. Bill No. 2016-39 - Annexation No. ANX-63953 - Property location: generally located on the north side of Craig Road, approximately 350 feet east of El Capitan Way; Owner: United States of America; Acreage: 2.58 acres; Zoned: R-E (County zoning), U (City equivalent). Sponsored by: Councilman Stavros S. Anthony

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.

52. Bill No. 2016-41 - Annexation No. ANX-64020 - Property location: on the north side of West El Campo Grande Avenue, west of North Alpine Ridge Way; Petitioned by: Elaine Kahn Shapiro; Acreage: 5.18 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

53. Bill No. 2016-42 - Annexation No. ANX-64021 - Property location: on the north side of West El Campo Grande Avenue, 340 feet west of North Alpine Ridge Way; Petitioned by: Estelle Kahn; Acreage: 5.18 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

54. Bill No. 2016-43 - Annexation No. ANX-64360 - Property location: at the southwest corner of Craig Road and Riley Street; Petitioned by: Clark County Investors, LLC; Acreage: 2.58 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

55. Bill No. 2016-44 - Annexation No. ANX-64386 - Property location: at the northwest corner of Centennial Parkway and Alpine Ridge Way; Petitioned by: Roaring Folk Management, LLC; Acreage: 4.79 acres; Zoned: R-U (County zoning), U (City equivalent). Sponsored by: Councilman Steven D. Ross

56. Bill No. 2016-45 - Amends Ordinance No. 6260 and authorizes a First Amendment to Continuing Covenant Agreement in connection with the outstanding City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2013 in the amount of $30,025,000. Proposed by: Venetta Appleyard, Director of Finance

CLOSED SESSION

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

HEARINGS - DISCUSSION

58. Public hearing and discussion for possible action regarding a Nuisance Notice and Order for failed inspection fees of $2,880 and assess daily civil penalties up to $94,500, to authorize the recording of a lien against all parcels, and approval to assess future failed inspection fees, daily civil penalties for all parcels located at 8600 Cupp Drive, APNs 125-10-510-007, 125-10-811-011, 125-10-811-020, 125-10-110-009, 125-10-712-005 and 125-10-110-014 - PROPERTY OWNER: STONERIDGE PARKWAY, LLC - Ward 6 (Ross)

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

59. GPA-63547 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY - For possible action on a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) AND SC (SERVICE COMMERCIAL) TO: PF (PUBLIC FACILITIES) on 0.80 acres at 4955 and 4965 Bevvie Drive (APNs 138-13-801-030, 031 and 032), Ward 5 (Barlow) [PRJ-63446]. The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

60. ZON-63548 - ABEYANCE ITEM - REZONING RELATED TO GPA-63547 - PUBLIC HEARING - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 0.80 acres at 4955 and 4965 Bevvie Drive (APNs 138-13-801-030, 031 and 032), Ward 5 (Barlow) [PRJ-63446]. The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

61. SDR-63550 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-63547, ZON-63548 AND WVR-63549 - PUBLIC HEARING - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 2,220 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND A 2,787 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS TO ALLOW A ZERO-FOOT WIDE LANDSCAPE BUFFER ON PORTIONS OF THE EAST AND SOUTH PROPERTY LINES WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE LANDSCAPE BUFFER ON A PORTION OF THE NORTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 0.80 acres at 4955 and 4965 Bevvie Drive (APNs 138-13-801-030, 031 and 032), R-E (Residence Estates) Zone [PROPOSED: C-V (Civic)], Ward 5 (Barlow) [PRJ-63446]. The Planning Commission (6-1 vote) and Staff recommend DENIAL.

62. WVR-63549 - ABEYANCE ITEM - WAIVER RELATED TO GPA-63547 AND ZON-63548 - PUBLIC HEARING - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY - For possible action on a request for a Waiver TO NOT INSTALL HALF-STREET IMPROVEMENTS (CURB, GUTTER, SIDEWALK, STREETLIGHTS, STREETSCAPE AND AMENITIES) WHERE SUCH ARE REQUIRED on 0.80 acres at 4955 and 4965 Bevvie Drive (APNs 138-13-801-030, 031 and 032), R-E (Residence Estates) Zone [PROPOSED: C-V (Civic)], Ward 5 (Barlow) [PRJ-63446]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

63. EOT-64273 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - NON-PUBLIC HEARING - APPLICANT/OWNER: PROVIEW SERIES 17, LLC - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-49986) FOR A TEMPORARY PARKING LOT on 0.84 acres at 201 South 4th Street and 200 South Las Vegas Boulevard (APNs 139-34-610-023 and 139-34-610-031), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

64. EOT-64310 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT/OWNER: FREMONT PROPERTIES, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING LIQUOR ESTABLISHMENT (TAVERN) at 1930 Fremont Street (APN 139-35-803-005), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

SET DATE

65. 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

66. 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

67. 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: JUNE 1, 2016

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

SUBJECT:
INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE ACTION TEAM WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE NATIONAL MISSING CHILDREN'S DAY POSTER CONTEST WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF PARADISE RANCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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: JUNE 1, 2016

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES

☐ **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: JUNE 1, 2016

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

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the May 4, 2016 Regular City Council Meeting

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the Fiscal Year 2017 Budget for the City's nonprofit 495 Main Corporation ($1,189 - Existing 495 Main Corporation Fund balance) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,189
Funding Source: 495 Main Corporation existing fund balance
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The 495 Main Corporation board of directors has approved the $1,189 budget for fiscal year 2017. This budget primarily reflects planned expenditures related to legal, insurance, banking and auditing fees. The source of funds will be from the existing 495 Main Corporation fund balance.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
495 Main Corporation Fiscal Year 2017 Operating Budget

495 Main Corporation Fiscal Year 2017 Operating Budget		
Legal Services	$	50
Insurance Premiums	$	889
Bank Services	$	150
Accounting & Audits	$	100
Supplies	$	-
Total:	**$**	**1,189**

Source of Funds: Existing Fund Balance

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation of $100,000 to Vegas PBS in collaboration with a partnership with University of Nevada Las Vegas to produce the documentary, African-Americans: The Las Vegas Experience (License Plate Revenue) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: License Plate Revenue
Dept./Division: Commission for Las Vegas Centennial

PURPOSE/BACKGROUND:
A fund request in the amount of $100,000 was approved by the Commission for the Las Vegas Centennial at the January 25, 2016 board meeting. Per the City's operating agreement with the Commission, any funding over $100,000 must have council ratification.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Southern Nevada Public Television Centennial Grant Agreement

SOUTHERN NEVADA PUBLIC TELEVISION
CENTENNIAL GRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada non-profit corporation ("COMMISSION") and SOUTHERN NEVADA PUBLIC TELEVISION, a Nevada nonprofit corporation ("SNPT").

RECITALS

WHEREAS, the SNPT is a nonprofit corporation whose mission is to secure financial support for partnerships that amplify the community impact of Vegas PBS media services; and

WHEREAS, SNPT functions with numerous mission-based councils staffed by dedicated Vegas PBS volunteers and supporters; and

WHEREAS, the mission of Vegas PBS is to use television and other technologies to educate and empower individuals and to improve the effectiveness of community organizations; and

WHEREAS, Vegas PBS in collaboration with a partnership with University of Nevada Las Vegas to produce the documentary, *African-Americans: The Las Vegas Experience* (the "Project"); and

WHEREAS, the Project will highlight historic structures, such as the Moulin Rouge, the first racially integrated casino, chronicle African-Americans' involvement in major historic events/location, such as the Nevada Test Site, and explore African-American life and culture and its impact on the greater community by highlighting the life and times in neighborhoods; and

WHEREAS, the Commission will provide a Centennial Grant to SNPT for the support of the Project subject to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
GRANT FUNDS

1.1 Grant of Funds. Subject to the terms of this Agreement, the Commission hereby agrees to provide to SNPT a grant in the total amount of One Hundred Thousand and 00/100 Dollars ($100,000.00) ("Centennial Funds") to be used for production of the documentary, *African-Americans: The Las Vegas Experience.* The Centennial Funds shall be used to fund Project Personnel Services ($91,800.00) and Project Miscellaneous Services ($8,200.00) as outlined in the Proposed Budget along with the details of the Project, which are

more specifically described in the Las Vegas Centennial Grant Application dated March 10, 2016 (the "SNPT Application"), on file in the Office of the Centennial Commission.

1.2 Scope of Project. SNPT represents that its affiliate, Vegas PBS, shall be the owner of the Project which will be a collaborative production between Vegas PBS and University of Nevada Las Vegas. The Scope of the Project is more specifically described in the SNPT Application.

1.3 City and Other Governmental Permits. At such time as required by law, SNPT shall, at its expense, secure or cause to be secured any and all required permits and pay any and all fees which may be required by the City of Las Vegas or any other governmental agency or entity.

1.4 Centennial Commission Acknowledgement. SNPT agrees to acknowledge the Commission as a supporter of the Project in all associated media: printed, electronic or otherwise, which is published, distributed, broadcasted, disseminated, released and made available to the public. The Commission hereby provides a limited license to SNPT to use for the specific purpose of complying with this Section. In the event the Commission disapproves of the acknowledgement, the Commission shall provide written notice to SNPT and SNPT shall promptly cease the acknowledgement upon receipt of notice.

1.5 Project and Expenditure Schedules. As soon as reasonably possible, SNPT shall furnish to the Executive Director of the Commission (a) a schedule for the expected schedule for the Project; and (b) an expected expenditure of funds schedule showing the amount expected to be spent, its source and the purpose of the expense throughout the period of Project. SNPT will revise and update these schedules as frequently as necessary and provide a copy to the Commission.

1.6 Rights of Access. For the purposes of assuring compliance with this Agreement, representatives of the Commission shall have reasonable access to any area where the Project is taking place without charge or fee and at normal business hours during the period of the Project, including, but not limited to, the inspection of the Project being produced.

1.7 Local, State and Federal Laws. SNPT shall carry out the administration and execution of the Project, or cause such work to be carried out, in conformity with all applicable laws, including, without limitation, all applicable federal and state labor standards, safety and environmental laws.

1.8 Funding. The Commission shall provide the Centennial Funds which shall be utilized by SNPT for the Project as specified in this Agreement. The Commission shall provide the Centennial Funds to SNPT subject to no contingencies other than the terms of this Agreement. The Commission shall not provide any Commission funding other than the Centennial Funds.

1.9 Timing. The Commission's Executive Director is authorized to coordinate the disbursement of the Centennial Funds in order that SNPT will be able to comply with its

schedule and contracts regarding the Project. SNPT shall comply with request for information from the Executive Director so that the Executive Director can be assured that the Project and funding are as scheduled and completed. The Executive Director is authorized to implement funding safeguards as deemed reasonably necessary to comply with the requirements of NRS 482.37903 in utilizing such funds for the Project.

1.10 SNPT Funding Requests. When SNPT is in need of funds to be provided from the Centennial Funds, SNPT shall furnish the Commission's Executive Director with a requisition for the expenditure, which shows the amount, the payee and the contract pursuant to which the expense was incurred. The Executive Director will review the disbursement request and the Project (if applicable) performed to see if it complies with this Agreement. If the payment should be so made, the Executive Director shall so notify SNPT in writing and shall issue a check to the proposed payee.

1.11 Cost Overruns. If the cost of the Project, or any portion thereof, exceeds the amounts set forth in SNPT's contracts for the Project, SNPT shall pay the amount of the excess from SNPT's own funds or any other funds obtained by SNPT or pledged to SNPT to pay any such excess, so long as such excess amounts are not paid from the Centennial Funds.

ARTICLE II
MISCELLANEOUS COVENANTS

2.1 SNPT. SNPT covenants to maintain its status as a Nevada not-for-profit corporation throughout the term of this Agreement.

2.2. Inspections and Reviews. SNPT covenants that it will allow the Commission to inspect its books and records pertaining to the Project and this Agreement at all reasonable times and upon reasonable notice.

ARTICLE III
DEFAULTS

3.1 Events of Default. Each of the following shall be deemed an "Event of Default" under this Agreement.

A. SNPT fails to perform any of its duties or obligations hereunder or to abide by any covenant or representation contained in this Agreement.

B. SNPT is dissolved or liquidated without the prior written consent of the other party to this Agreement.

C. The entry of a decree or order for relief by a court having jurisdiction in respect of any party in an involuntary case under the Federal bankruptcy laws, or any other applicable Federal or state insolvency or similar laws, or appointing a receiver, liquidator, assignee, custodian, trustee, or similar official for any party to this Agreement, or ordering the

winding up or liquidation of the affairs of any party to this Agreement, and the continuance of that decree or order unstayed and in effect for a period of 90 consecutive days.

D. The commencement by SNPT of a voluntary case under the Federal bankruptcy laws or other applicable Federal or state insolvency or other similar laws, or the consent by a party to this Agreement to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for or of any substantial part of the property of such party.

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this Agreement gives the defaulting party to this Agreement notice in writing of the default and such default remains uncured for a period of thirty (30) days if the default is capable of cure. If such default is capable of cure, but not within thirty (30) days, it shall not be an Event of Default if the defaulting party commences to cure the same within the above-referenced thirty (30) day period and prosecutes such cure to completion with all due diligence.

3.2 Remedies for Default.

A. Remedies of Commission. If SNPT is the defaulting party, and an Event of Default has occurred, the Commission shall be entitled to exercise all rights that it has under the terms of this Agreement and may withhold further funding. In addition, subject to Section 4.5 of this Agreement, upon an Event of Default by SNPT, the Commission shall have the right to bring any suit, action or proceeding at law or in equity to enforce its rights under the provisions of this Agreement. The Commission may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the Commission's rights under this Agreement.

B. Remedies of SNPT. Subject to Section 4.5, in the Event of a Default by the Commission hereunder, SNPT shall be entitled to bring a lawsuit at law or in equity seeking damages from the Commission on account of the breach, and SNPT shall also be entitled to bring a lawsuit for specific performance to order the Commission to comply with its duties under this Agreement, or bring an action for an injunction to enjoin acts of the Commission which may be unlawful or in violation of the rights of SNPT under this Agreement.

3.3 Mutual Remedies. In addition to the remedies stated in Sections 3.1 and 3.2 of this Agreement, the Commission and SNPT shall have all other rights and remedies afforded them by law or in equity for the enforcement of this Agreement if an Event of Default has occurred and one of the other parties is the defaulting party. Subject to Section 4.5, no right or remedy conferred by this Agreement is intended to be exclusive of any other right or remedy, and each and every said right or remedy is cumulative in addition to any other right or remedy given under this Agreement or now or hereafter existing at law or in equity, or by statute.

3.4 No Implied Waivers. The delay or omission of any party in exercising any right or power accruing upon any event of default hereunder shall not exhaust or impair any such right

or power, and shall not be construed to be a waiver of any such default or acquiescence therein. Every power or remedy given by this Agreement or at law or in equity may be exercised from time to time and in any manner as may be deemed expedient.

3.5 Effect of Waiver. No waiver of any individual default hereunder by any party shall extend toward any subsequent or other event of default hereunder, or shall impair any rights or remedies for any such subsequent or other event of default hereunder.

ARTICLE IV
MISCELLANEOUS

4.1 Indemnification.

A. SNPT agrees to protect and indemnify and hold the Commission, its officers and employees and agents and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the Commission, its officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the them as a result of or by reason of or arising out of or in consequence of (i) the Project described in Section 1.1 of this Agreement by such indemnifying party (including, without limitation, any claims of any business located on or adjacent to the area in which the Project is to be constructed or the owner of any such business or of the property on which the business is located that the manner of construction, operation, or maintenance of the Project by such indemnifying party unreasonably interferes with the business or property or constitutes an inverse condemnation of all or a part of that business or property), or (ii) any act or omission, negligent or otherwise, of SNPT, or any of its contractors, subcontractors, agents, licensees or anyone who is directly employed by SNPT, or any of its contractors, subcontractors, agents or licensees, in connection with the Project.

B. SNPT agrees that it shall at its sole cost and expense defend the Commission, its officers, employees and agents and each of them in any suit or action for which SNPT has agreed to indemnify the Commission, its officers, employees or agents. The Commission shall promptly notify SNPT of any claim made against it for which it may seek indemnification and shall fully cooperate with SNPT in the defense and/or settlement thereof. If SNPT fails to defend the Commission as herein provided, the Commission shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense, including, without limitation, any attorneys' fees or court costs to, and recover the same from, SNPT.

C. The provisions of this Section 4.1 shall survive the termination of this Agreement for period of twenty four (24) months. It is not intended by the parties hereto that the indemnification provided in this Section 4.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

4.2 No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to, and none shall, constitute the general public, any member thereof, or any other person a beneficiary or third party beneficiary hereunder or to authorize anyone who is not a

party to this Agreement to maintain any suit for personal injuries, other damage, or any other cause of action, pursuant to this Agreement.

4.3 Delay of Performance. The parties' respective obligations hereunder are subject to the following:

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, labor dispute, governmental regulations (other than existing applications of existing regulations of which the parties could reasonably be expected to be aware on the date hereof) or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. Reasonable Requests for Extension. If the party expected to perform reasonably requests an extension of time to perform, that request will not be unreasonably denied. This clause shall not apply to any delay exceeding one (1) year from the date for performance specified herein in the timeline set forth in SNPT Application and required in Section 1.5.

4.4 Contract Interpretation. All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the representatives of the Commission and SNPT administering this Agreement. If those parties are unable to resolve the question, any party to this Agreement involved in such dispute may request in writing a meeting of the President of SNPT, and the Executive Director of the Commission to attempt to resolve the question. The parties involved in such dispute agree to use their best efforts to cause those individuals to meet within five (5) days of a request. If there is no resolution to the question within ten (10) days after such request any party involved in such dispute may request binding arbitration as provided in Section 4.5.

4.5 Arbitration. All claims, disputes, or other questions that may arise between the Commission and SNPT concerning any provision or provisions of this Agreement which cannot otherwise be settled and which have not been waived, must be submitted to and be finally settled by binding arbitration in the manner set forth in this Section. After expiration of the ten (10) day period referred to in Section 4.4, any party, by written notice to the other, may demand arbitration. The notice to arbitrate shall provide a complete statement of the nature of the claim and the amount of money in dispute, if known. The notice to arbitrate shall be null and void if received beyond the time allowed by law for the presentation of the claim to the Commission, if applicable, or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to applicable rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as they stand amended at the time of the notice. The arbitrators shall be persons knowledgeable about the

subject matter of the arbitration and they shall be bound by this Agreement. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to any party. The Commission and SNPT shall pay one-half the cost of arbitration including, without limitation, arbitrators' fees. Within twenty (20) days after notice requiring arbitration, the Commission and SNPT shall appoint one arbitrator and give notice of the appointment to the other party included in the dispute. The two arbitrators shall choose a third arbitrator within ten (10) days after appointment of the second. If any party fails to appoint an arbitrator, or if the two arbitrators fail to choose a third, the appointment shall be made by the then presiding judge of the Eighth Judicial District Court of the State of Nevada, acting in his or her individual and nonofficial capacity, on the application of any party involved in the dispute and on five (5) days' notice to the other parties involved in the dispute; provided that any party involved in the dispute may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by another party. In that event, no further appointments of arbitrators shall be made and any other arbitrators previously appointed shall be dismissed. All arbitration proceedings shall be held in Clark County, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within ninety (90) days after the date upon which the last arbitrator is appointed. The parties waive any right to a trial de novo and the decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof. All fees, costs and/or expenses of the arbitration, excluding preparation and presentation, shall be assessed equally against the Commission and SNPT. SNPT shall carry on the work and maintain progress, and the Commission shall continue to perform, during any arbitration, court proceedings or any other disputes, unless the duty of such party to so perform is the subject of the dispute or a reasonable person would consider it imprudent to proceed further because of the default in question. The Commission and SNPT shall each pay their own costs for preparation of and presentation of all claims. For purposes of payment of an arbitrated claim under the terms of this Agreement, the definition of "due and payable" of a claim, shall be the date of the arbitration decision of that claim, plus forty-five (45) calendar days. Interest will be allowed from the date the arbitrators decide payment should have been made at the prime rate referred to in NRS 99.040 plus 2 % per annum.

4.6 Successors: Assignments. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this Agreement or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

4.7 Entire Agreement. This Agreement, including any exhibits hereto constitutes the entire agreement of the parties hereto. The parties may modify this Agreement, but only by a written instrument signed by each party.

4.8 Further Assurances. SNPT and the Commission agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as they may reasonably require or deem advisable to carry into effect the purposes of

this Agreement. Without limit or foregoing, the Commission will execute and acknowledge the instruments reasonably requested by SNPT evidencing termination of this Agreement.

4.9 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Commission:

Commission for the Las Vegas Centennial
c/o Executive Director
495 South Main Street, 1st Floor
Las Vegas, Nevada 89101

If to SNPT:

Southern Nevada Public Television
ATTN: Thomas Axtell, Executive Director
3050 E. Flamingo Road
Las Vegas, Nevada 89121

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

4.10 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

4.11 Authorized Representatives. Each party hereto shall by written notice to the other parties designate an authorized representative, who will be responsible for all acts and approvals on behalf of that party except as otherwise specified in that notice. The authorized representative may be changed from time to time by notice to the parties designating the new authorized representative. Any such designation by the Commission must be signed by the Executive Director. Any such designation by SNPT must be signed by the Executive Director thereof.

4.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

4.13 Interpretation. The captions appearing at the commencement of the Articles and Sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

4.14 Termination Date. Except as otherwise provided in Section 4.1D hereof, and in this Section, this Agreement shall be in effect from the date and year first mentioned above until the Project has been completed and all obligations pursuant to this Agreement fulfilled.

4.15 Time Calculation. Whenever in this Agreement a reference is made to a period of days, the same shall mean calendar days unless otherwise specified, provided that should any time period so computed end on a non-business day, the time shall be extended to the next business day.

4.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

IN WITNESS WHEREOF the Commission and SNPT have caused this Agreement to be executed as of the day and year first mentioned above.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Carolyn G. Goodman, President

ATTEST:

_____
Esther Carter, Secretary

APPROVED AS TO FORM:

J. Pinkerton 5/17/16
Date

SOUTHERN NEVADA PUBLIC TELEVISON

By: _____ on behalf of Tom Axtell

Title: Business Manager

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
For possible action to approve the Retainer Letter Agreement between Michael C. Niarchos, Ltd. and City Parkway V, Inc. for Professional Services to be rendered by Michael C. Niarchos for twelve (12) months beginning July 1, 2016 through June 30, 2017 for City Parkway V, Inc., the Department of Economic and Urban Development and any other related business matters ($152,000 annually - City Parkway V, Inc.) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $152,000
Funding Source: Economic and Urban Development, City Parkway V, Inc.
Dept./Division: City Parkway V, Inc.

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

RECOMMENDATION:
That the City Council approve this agreement with the understanding that the funding will come from the FY 2017 budget.

BACKUP DOCUMENTATION:
Retainer Letter Agreement

MICHAEL C. NIARCHOS, LTD.

848 North Rainbow #3711
Las Vegas, Nevada 89107
Phone: (702) 596-2720
Email: niarchos@nniarchoslaw.com

June 1, 2016

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

Re: Legal Representation by Michael C. Niarchos, Ltd.

Dear Ms. Fretwell:

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

The Representation will be undertaken by Michael C. Niarchos. In connection therewith, the Representation will be undertaken at a fixed monthly fee of $12,250.00. In addition, the firm will be entitled to an expense reimbursement of up to $5,000 per year. The monthly fee will be in full payment of all services and will be nonrefundable and not subject to increase notwithstanding the amount of services provided in any month in connection with the Representation. Mr. Niarchos, by signing this letter, agrees to provide all services required by the Representation unless otherwise approved by CPV. The parties agree to meet as requested from time to time in order to review the scope of services provided by Mr. Niarchos.

The payment of monthly fee and Representation will commence as of July 1, 2016, expiring on June 30, 2017. The President of CPV will have the right to extend the Representation subject to the agreement of the firm. The monthly fee will be paid within thirty (30) days of receipt of a monthly bill for the fee. From and after your acceptance of this letter, this letter, along with Attachment "A", shall constitute our written engagement agreement. After you have reviewed this letter along with such attachment, you are welcome to discuss them with me, or, if you wish, with independent counsel of your choice. If the terms of our engagement are acceptable, please sign and return the original of this letter and retain a copy for your records.

MICHAEL C. NIARCHOS, LTD

By:_____
Michael C. Niarchos, Esq.

ACCEPTED AND APPROVED THIS _____ day of_____, 2016.

City Parkway V, Inc.

By:_____
Elizabeth N. Fretwell, President

Approved as to form:

By: _____

ATTACHMENT "A"

PRACTICE DESCRIPTION

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

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

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

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

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

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

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

8. *Withdrawal.* Our clients have the absolute right to withdraw from our representation without having to state or prove any cause of the withdrawal at any time prior to trial. To the extent allowed by law and the rules of professional conduct, we also retain the right to withdraw with or without cause upon reasonable prior written notice. We will have the right to

withdraw if our fees are not paid when due, if our client refuses to cooperate or follow our advice on a material matter, or where we have a conflict of interest or it otherwise becomes unlawful or unethical to continue our representation. Specifically, it is expressly understood that should a client fail to make payments on the earlier of: (a) demand, either verbal or in writing, by us for payment of outstanding amounts billed or requested for replenishment of the Retainer, or (b) thirty (30) days from presentation of an invoice for payment, we may immediately withdraw from representation. Once a decision to withdraw has been made, we may continue to do sufficient work on the matter to provide for an orderly transition and to give our client a reasonable opportunity to arrange new representation.

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:

For possible action to approve an Amended and Restated Cooperation Agreement between the City of Las Vegas (City) and the City of Las Vegas Redevelopment Agency (Agency) in which the City will provide the Agency staff assistance, supplies and services and the Agency will reimburse the City for all costs incurred for services - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow) [NOTE: This item is related to Redevelopment Agency Item 5]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,700,000
Funding Source: Redevelopment Agency Special Revenue Fund
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:

The City and Agency agree to amend and restate the Cooperation Agreement whereby the City agrees to provide the Agency staff assistance, supplies, and technical services as well as other services and facilities of the City as the Agency may require. "Exhibit A" of the Restated Agreement delineates the schedule of activities and services for FY 2017. The activities and services in the Redevelopment Area are to be provided by the City for the Agency are: Bike Lane Improvement and Maintenance, Operations and Maintenance Costs, City Marshal Patrols on Fremont Street Experience, and Downtown Rangers Support. Pursuant to NRS Section 279.680, the Agency hereby agrees to reimburse the City for all costs incurred for services by the City to the extent that funds are available to the Agency. By approving and executing this Restated Agreement, the City is authorizing and consenting to undertakings of the Agency and finding that these actions are in compliance with and in furtherance of the Redevelopment Plan.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Amended and Restated Cooperative Agreement

AMENDED AND RESTATED COOPERATION AGREEMENT

THIS AMENDED AND RESTATED COOPERATION AGREEMENT ("Restated Agreement") is entered into as of the ___th day of JUNE, 2016, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada (herein the "City") and the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a Public Body in the State of Nevada (herein the "Agency").

RECITALS

A. Pursuant to the Community Redevelopment Law in NRS Chapter 279, the Agency is performing a public function of the City and may have access to services and facilities of the City.

B. The City and Agency entered into a Cooperation Agreement dated December 4, 1985 ("Cooperation Agreement") which set forth activities, services and facilities which the City has rendered and made available to the Agency in furtherance of the functions of the Agency under the Community Development Law.

C. The Cooperation Agreement further provided that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by the City for and on behalf of the Agency.

D. The Agency and City desire to amend and restate the Cooperation Agreement to confirm and further specify the activities, services and facilities which the City will continue to render and make available to the Agency in furtherance of the functions of the Agency under Community Development Law.

NOW, THEREFORE, the City and Agency hereby agree to amend and restate the Cooperation Agreement as follows:

AGREEMENTS

1. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants. Attached hereto as Exhibit "A" is a schedule of activities and services (the "Schedule of Activities and Services") which the City will render and make available to the Agency in furtherance of the functions under Community Development Law during Fiscal Year 2017.

2. The City and Agency agree that the Schedule of Activities and Services shall be updated on an annual basis prior to the commencement of the next fiscal year of the City and Agency. The City Council of the City and the Governing Board of the Agency hereby designate and authorize the City Manager and Executive Director, respectively, to approve the annual Schedule of Activities and Services.

3. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the

City to the Agency pursuant to this Restated Agreement. Such statement of costs may, but not required to, include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

4. Pursuant to NRS Section 279.680, the Agency hereby agrees to reimburse the City for all costs incurred for services by the City pursuant to this Restated Agreement from and to the extent that funds are available to the Agency for such purpose pursuant to NRS Section 279.676 or from other sources; provided, however, that the Agency shall have the sole and exclusive right to pledge any such sources of funds to the repayment of other indebtedness incurred by the Agency in carrying out the redevelopment project. The costs of the City under this Cooperation Agreement will be shown on statements submitted to the Agency pursuant to Section 3 above. Although the Parties recognize that repayment may also occur over a period of time, it is the express intent of the parties that the City shall be entitled to repayment of the expenses incurred by the City under this Agreement, consistent with the Agency's financial ability, in order to make the City whole as soon as practically possible.

5. The obligations of the Agency under this Restated Agreement shall constitute an indebtedness of the Agency within the meaning of NRS Section 279.767.1 (b) of the Community Redevelopment Law.

6. This Restated Agreement is for the benefit of the Parties only and for the benefit of the owners of the Bonds or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Restated Agreement except the owners of the Bonds and such other bonds.

7. If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Restated Agreement, this Restated Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Restated Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Restated Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Restated Agreement.

8. No failure or delay on the part of any Party to this Restated Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Restated Agreement may have.

9. Time is of the essence to this Restated Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

10. This Restated Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Restated Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

11. This Restated Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

12. If any provision of this Restated Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Restated Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

13. This Restated Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

14. By approving and executing this Restated Agreement, the City is Authorizing and Consenting to undertakings of the Agency and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

15. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
495 S. Main Street, 7th Floor
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

IN WITNESS WHEREOF, the parties have executed this Restated Agreement as of the date first above written.

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

ATTEST:

_____
LuAnn D. Holmes, MMC, Secretary

By: _____
Carolyn G. Goodman, Chair

APPROVED AS TO FORM:

5/17/16
Date

EXHIBIT "A"

Schedule of Activities and Services
Fiscal Year 2017

Activities and services in the Redevelopment Area to be provided by the City for the Agency.

I. Bike Lane Improvement and Maintenance

Staffing	$310,000	
Equipment	$ 40,000	
Materials	$ 20,000	
Total		$ 370,000

II. Operations and Maintenance Costs

Encampment Abatement & Cleanup	$350,000	
Graffiti Abatement	$150,000	
Sidewalk & Median Island Maintenance (+contract costs)	$ 80,000	
Total		$ 580,000

III. Fremont Street Experience ("FSE")

City Marshal Patrols on FSE	$ 600,000
IV. Downtown Rangers Support	$ 150,000
Total Services for Agency	**$1,700,000**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
For possible action to approve a Notice of Intent to Augment and Amend the Fiscal Year 2016 annual budget of the City of Las Vegas General Fund

Fiscal Impact

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

PURPOSE/BACKGROUND:
Publish notice of the City's intent to act on a resolution to augment and amend the FY2016 Budget of the General Fund in an amount not to exceed $9,100,000 in order to effect an increase in appropriations pursuant to NRS 354.598005. Public hearing to be held in City Council Chambers on June 15, 2016.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Notice for Publication

CITY OF LAS VEGAS NOTICE OF INTENTION TO ACT ON RESOLUTION TO AUGMENT AND AMEND THE GENERAL FUND BUDGET

NOTICE IS HEREBY GIVEN, that City Council of the City of Las Vegas, State of Nevada, will act on a resolution to augment and amend the General Fund budget for Fiscal Year 2016 in an amount not to exceed $9.1 Million in order to effect an increase in appropriations made available from actual beginning fund balance and revenue in excess of budget, pursuant to NAC 354.410 through NAC 354.450, at a meeting to be held in City Council Chambers 495 South Main Street, June 15, 2016 at the hour of 9:00 AM at which time all persons may attend and be heard. Prior to the meeting, written comments may be filed with LuAnn D. Holmes, City Clerk, and will be considered.

CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

Published by: June 11, 2016

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
For possible action to approve award of Modification No. 5 to Contract No. 110083-TB, Telephone System with Support and Maintenance - Department of Information Technologies - Award recommended to: SCOTTEL VOICE AND DATA, INC dba BLACK BOX NETWORK SERVICES ($242,569.67 - Computer Services Internal Service Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $242,569.67
Funding Source: Computer Services ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
On September 21, 2011 City Council approved award of the subject contract for a new City telephone system. Modification No. 5 is being issued to increase annual funding limits, which includes $50,000 in task order funding and $192,569.67 for maintenance support. Scottel Voice and Data, Inc. dba Black Box Network Services is located in Culver City, California.

PCC: F. Lower
POC: Rachelle Hill - (310) 737-7378

RECOMMENDATION:
That City Council approve award of Modification No. 5 to Contract No. 110083-TB, Telephone System with Support and Maintenance to Scottel Voice and Data, Inc. dba Black Box Network Services in the estimated annual amount of $242,569.67, bringing the total contract amount to $1,393,993.68 through October 14, 2017 with two one-year options to renew. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 5 to Contract No. 110083-TB

MODIFICATION NO. FIVE
PROFESSIONAL SERVICES CONTRACT
TELEPHONE SYSTEM/SUPPORT SERVICES

THIS MODIFICATION NO. FIVE is being entered into this _____ day of _____, 2016, 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 SCOTTEL VOICE AND DATA INC. DBA BLACK BOX NETWORK SERVICES (hereinafter the "Company") having its principal office located at 6100 Center Drive Los Angeles, CA 90045.

The purpose of this Modification is to increase funding levels and extend the contract period for one year, with two option years.

The contract between the City and Company dated October 5, 2011 (last revised March 20, 2013) is hereby modified as follows:

1. Section B-3 Prices/Costs.

DELETE: B-3 (a) in its entirety.

REPLACE WITH:

Item	Description		Amount
Item 1	2016	Not-To-Exceed Task Orders for Services/Billable Hrs.	$50,000.00
Item 2	2017	Maintenance	$69,201.00
Item 3	2017	PASS (Partner Assurance Software Support, Avaya 3rd party support; also provides support for corrective patch issues)	$51,010.81
Item 4	2017	RSI (Resource Software International- 3rd party support for Call Accounting)	$ 1,215.00
Item 5	2017	Fire Stations	$21,142.86
Item 6	2017	Not-To-Exceed Task Orders for Services/Billable Hrs.	$50,000.00

Contract cost increase by $242,569.67 (Total cost increase from $1,151,424.01 to $1,393,993.68)

2. Section B – 5 Performance Period/Delivery Schedule.

DELETE: B-5 (a) in its entirety.

REPLACE WITH: The performance period is from the date of award through October 4, 2017. The City is hereby granted two one-year options to extend the Contract beyond the aforementioned termination date, which shall be exercised by written notice to the Company thirty (30) days prior to the expiration of the Contract or any extension thereof.

3. Section F – List of Attachments/Exhibits.

ADD THE FOLLOWING TO: Section F:

Identifier	Title	Date	Pages
Attachment No. 12	Black Box Quote	03/26/16	3

4. <u>General.</u>

In the event of any conflict between the Contract and this modification, the provisions of this Modification No. 5 take precedence. All other Contract terms and conditions remain unchanged.

[The rest of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 5 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

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

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-12-16
Deputy City Attorney — Date

SCOTTEL VOICE AND DATA INC.
(DBA BLACK BOX NETWORK SERVICES)

TERI BAUER
Principal — Date

BLACK BOX NETWORK SERVICES

SCHEDULE A
PERIODIC SERVICES

Customer No. 110083-TB

City of Las Vegas Nevada ("Customer") hereby orders, and Scottel Voice & Data, Inc. d/b/a Black Box Network Services ("Black Box") agrees to provide, the Periodic Services listed in this Schedule A.

Customer Invoice Address:
400 Stewart Avenue
Las Vegas, Nevada 89101

Services Address (Premises):
400 Stewart Avenue
Las Vegas, Nevada 89101

Initial Term of Services
2 years

Services Commencement Date:
3/26/2017

Payment Terms:

- ☐ Monthly in advance
- ☒ Quarterly in advance for maintenance
- ☒ Annual in advance for all Software Supports

Total Annual Price:

2017-2018

Maintenance	$69,201.00
PASS	$51,010.81
RSI	$1,215.00
Fire Stations	$21,142.86
Total	$142,569.67

2018-2019

Maintenance	$69,201.00
PASS	$56,454.03
RSI	$1,215.00
Fire Stations	$21,142.86
Total	$148,012.89

Quotation Expiration Date:
12/31/2016

Attached Exhibits:
Periodic Services Comprehensive Service Plan

BLACK BOX
NETWORK SERVICES

SCHEDULE A
PERIODIC SERVICES

SERVICE OPTIONS

Service Plans Selected:
Comprehensive

Options Selected:
None

EQUIPMENT COVERED, S/N, QUANTITY AND PERIODIC PRICE
Comprehensive Service Offering
City of Las Vegas Sites

Item	Site ID#	Name	ADDRESS
1	1052740	CITY OF LAS VEGAS	495 S Main St. 5th FL, Las Vegas, NV 89101
2	1058595	CITY OF LAS VEGAS - LEISURE SERVICES	333 N Rancho Blvd, Las Vegas, NV 89106
3	1058598	CITY OF LAS VEGAS - WEST CITY YARD	2975 Ronemus Dr. , Las Vegas, NV 89128
4	1058652	CITY OF LAS VEGAS 5TH STREET SCHOOL	400 Las Vegas Blvd, Las Vegas, NV 89101
5	1058599	CITY OF LAS VEGAS DET & ENFORCEM	3100 Stewart, las Vegas, NV89101
6	1058651	CITY OF LAS VEGAS REGIONAL JUSTICE CTR	200 Lewis Ave, Las Vegas, NV 89101
7	1058596	CITY OF LAS VEGAS-DEVELOPMENT SERVICES	333 N Rancho Blvd, Las Vegas, NV 89106
8	1058597	CITY OF LAS VEGAS- LOCKSHOP	417 N 7th St., Las Vegas, NV 89101
9	1058600	CITY OF LAS VEGAS- WASTE POLLUTION	6005 Vegas Valley, Las Vegas, NV 89142
10	1058649	CITY OF LAS VEGAS – D &E FIELD SVCS	416 N. 7th St.,Las Vegas NV 89101
11	1059713	CITY OF LAS VEGAS – FIRE TRAINING CENTER	533 N. Mohave, Las Vegas 89101

Item	Site ID	Partner Assurance Partner Support - City of Las Vegas
1	1052740	PBX PASS PLUS
2	1052740	CONTACT CENTER PASS PLUS
3	1052740	CALL PILOT PASS BASIC
4	1058651	61C RJC PASS BASIC

RSI Support - City of Las Vegas Site #1052740
Call Accounting Shadow CMS 3000 Ext. max Extended Annual Maintenance Maintenance program entitles the customer to free telephone support during normal business hours (8:30 am to 5:00 pm, Monday to Friday, excluding holidays), free rates and tariff updates, free V&H (area code) updates and free software updates.

Fire Stations Sites			
Item	SITE ID	STATION DESCRIPTION	ADDRESS
1	1053153	Fire Training Center (Invest)	633 N. Mojave, Las Vegas, NV 89101
2	1053064	Las Vegas Fire Administration	500 N. Casino Center Blvd, Las Vegas, NV 89101
3	1053152	Fire Service Center	3140 E. Bonanza, Las Vegas, NV 89101
4	1053154	Las Vegas Fire - Station 2	900 S. Durango Dr, Las Vegas, NV 89145
5	1053155	Las Vegas Fire - Station 3	2645 W. Washington Ave, Las Vegas, NV 89106
6	1053156	Las Vegas Fire - Station 4	421 S 15th St, Las Vegas, NV 89101
7	1053157	Las Vegas Fire - Station 5	1020 Hinson St, Las Vegas, NV 89107
8	1053158	Las Vegas Fire - Station 6	1680 S. Torrey Pines, Las Vegas, NV 89146
9	1053159	Las Vegas Fire - Station 7	10101 Banburry Cross Dr, Las Vegas, NV 89144
10	1053160	Las Vegas Fire - Station 8	805 N. Mojave Rd, Las Vegas, NV 89101
11	1053161	Las Vegas Fire - Station 9	4747 N. Rainbow Blvd, Las Vegas, NV 89108
12	1053162	Las Vegas Fire - Station 10	1501 S. Martin L King Blvd, Las Vegas, NV 89102
13	1053163	Las Vegas Fire - Station 41	6989 N. Buffalo Dr, Las Vegas, NV 89131
14	1053164	Las Vegas Fire - Station 42	7331 W. Cheyenne Ave, Las Vegas, NV 89128
15	1053165	Las Vegas Fire - Station 43	6420 Smoke Ranch Rd, Las Vegas, NV 89108
16	1053166	Las Vegas Fire - Station 44	7701 W. Washington Ave, Las Vegas, NV 89128
17	1053167	Las Vegas Fire - Station 45	3821 N. Fort Apache Rd, Las Vegas, NV 89129
18	1053168	Las Vegas Fire - Station 47	911 Ridge Pine St, Las Vegas, NV 89138
19	1053169	Las Vegas Fire - Station 48	9133 Elkhorn Rd, Las Vegas, NV 89138
20	1053170	Las Vegas Fire - Station 103	190 Upland Blvd, Las Vegas, NV 89107
21	1053171	Las Vegas Fire - Station 141	9043 Ackerman Ave, Las Vegas, NV 89143
22	1059780	CITY OF LAS VEGAS- FIRE STATION 106	1888 Stella Lake St, Las Vegas, NV 89106
23	1059781	CITY OF LAS VEGAS-FIRE STATION 107	9398 Sundial Dr, Las Vegas, NV 89134
24	1112297	CITY OF LAS VEGAS FIRE STATION 108	4555 E. Bonanaza Rd, Las Vegas, NV 89110

OTHER TERMS APPLICABLE TO THIS SCHEDULE

1. This is a budgetary quote for the requested terms of 2017-2018 and 2018-2019. Prices may be subject to change.
2. Third Party Support Costs are an estimated amount and are currently unable to be determined due to partner policies. Actual prices to be updated 90 days prior to the start of the term. * Please note that Partners have suggested a 10% increase in cost and we have made efforts to reflect that within this budgetary quote.
3. All prices are estimated based on current system configurations and setup; this does not include or forecasts for any upgrades, changes, variations or other changes.
4. Please see T&C's on Contract for a Telephone System and Support Maintenance Services dated October 5, 2011 Products and Services.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:

For possible action to approve award of Contract No. 160186-TF, Prime Design Services Contract WPCF 2MW Solar Expansion located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK & VEATCH CORP ($878,856 - Sanitation Enterprise Fund) - Clark County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $878,856
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

Design consultant services for this project include the expansion of solar power generated at the Water Pollution Control Facility. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2004 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Black & Veatch Corp is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Lee Siekerka - (702) 894-4509

RECOMMENDATION:

That City Council approve award of Contract No. 160186-TF, Prime Design Services Contract WPCF 2MW Solar Expansion to Black & Veatch Corp in the amount of $878,856. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 160186-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
WPCF 2 MW SOLAR EXPANSION

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **BLACK & Veatch**, (the "Consultant"), a **Corporation** whose address is **4040 South Eastern Ave, Suite 330, Las Vegas, NV, 89119**.

WITNESSETH:

WHEREAS, the City intends to construct the WPCF 2 MW Solar Power Expansion (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

C. ***Site Safety/Means-Methods.*** Notwithstanding any other term to the contrary, Consultant shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A.

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

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

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

of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $500,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not exceed $25,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $500,000 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, , 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.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** 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 copyright 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 by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright 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 "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to

comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

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

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

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

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

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

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

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

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

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

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

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

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

10.24 ***Counterparts; Electronic Delivery.*** This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of June 17, 2015.

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

CITY OF LAS VEGAS

By_____
Yolanda Jones, Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 5/17/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
James P Morley, Black & Veatch

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 " CERTIFICATE OF DISCLOSURE

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

100.1.2 This project provides for expansion of solar power generation at the Water Pollution Control Facility (WPCF) in support of the City's sustainability goals. The WPCF solar power expansion will add 2 MWac of photovoltaic solar panels to the current WPCF solar site (6211 Vegas Valley Drive) and up to two locations at the WPCF (6005 Vegas Valley Drive). The electrical system will connect directly to the City's existing 12.47kV switchgear, PS-1 and MMA, that interconnects to the Nevada Energy substation at 6211 Vegas Valley Drive. Total generating capacity will increase from 3 MWac to 5 MWac.

100.1.3 Project elements will include:

- Fixed ground-mount and/or single axis tracking ground-mount solar photovoltaic (PV) systems at the 6211 site, fixed carport and fixed ground-mount solar PV systems at the 6005 site.
- Investigation and design of improvements to the existing Nevada Energy 100 ampere service connection.
- Investigation and mitigation of motor-operated drive-line mechanical issues at existing solar tracking system (6211 site).
- Design of security and lighting systems at the 6211 site and the 6005 site.
- A modular type guard house at the 6211 site with power, water, sewer and communication service.
- Permitting assistance with Clark County Development Services, Clark County Water Reclamation District, Colorado River Commission (CRC), and Nevada Energy

100.2 Construction Cost Budget

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

100.2.2 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

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

100.4 Plan Control and Standards

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

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

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

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

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

100.6.3 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this Agreement has been made.

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

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

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

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

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

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

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

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

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

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

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

100.6.15 Plan and Special Provision Production and Submission

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

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

- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks

- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model.
- Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines.
- Surface elements of the design will be designed three-dimensionally.
- Field survey of the existing utilities and structures (locations and elevations) will be incorporated into the 3-D surface of the existing topography.

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

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

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

100.6.15.4 For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. **If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.**

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

100.6.16 Cost Estimates (Opinion Of Probable Construction Cost)

100.6.16.1 The Consultant shall prepare and provide a detailed Opinion of Probable Construction Cost (OPCC) with each submittal. The OPCC will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18 R with regard to methodology and accuracy. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive OPCC to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the OPCC is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.17 Construction Change Orders

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

The City will make reasonable efforts to copy all approved construction change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future

projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

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

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

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

100.6.18.1 Article 101 – Preliminary and General Items

100.6.18.2 Article 102 – 30% Design Phase

100.6.18.3 Article 103 – 70% Design Phase

100.6.18.4 Article 104 – 90% Design Phase

100.6.18.5 Article 105 – 100% Design Phase

100.6.18.6 Article 106 – CMAR Coordination

100.6.18.7 Article 107 – Construction Phase

100.6.18.8 Article 108 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately 6 progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform Subsurface Utility Engineering (SUE) as an Additional Service to identify potential utility conflicts, and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

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

101.3.1.2 Clark County Department of Public Works

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

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

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

101.3.1.6 and

101.3.1.7 .

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

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

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

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

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

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

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

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

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project :

101.4.2.1 Clark County Off Site / Encroachment Permit

101.4.2.2 Clark County Water Reclamation District Sewer Permit

101.4.2.3 Colorado River Commission and Nevada Energy Permit and coordination

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

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

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

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

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

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

102.1.3.1 Topographic Features. The Consultant, through Subconsultant, will review existing topographic survey files of project areas, perform field investigation, verification, and updating of surface features within the project limits including (but not limited to): curb, gutter, sidewalk, edge

of pavement, driveways, handicap ramps, parking, walls, fences, buildings, vegetation, signs, traffic markings, manholes, vaults, pullboxes, pedestals, utility poles, overhead lines, catch basins and other surface indications of subsurface utilities. Sewer manholes, storm drain manholes, catch basins and water valves are to be measured at and below the surface. Appropriate survey methods are to be used to obtain elevations of sewer and drainage improvements.

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

102.2 Records Review, Information Research and Analysis of Data

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

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

102.2.3 The Consultant will conduct field investigations, as necessary during the length of the project that may assist in development of the project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.3 Geotechnical Investigation – A Geotechnical Investigation will be performed by the CMAR Contractor. The Consultant, shall review and provide written commentary on the CMAR prepared Geotechnical Report relative to suitability and conformance with project design concepts as detailed below. It is anticipated that the draft Geotechnical Report will be included with the 70% Structural Design Submittal prepared by the CMAR Contractor.

102.3.1 The Geotechnical Report is a compilation of geotechnical information about the Project site discovered during investigations. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Report shall be made available to bidders for informational purposes only. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

102.3.2 It is anticipated that the geotechnical report may include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
- Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.
- Perform laboratory testing on samples.
- Identify the corrosive characteristics of the soil.
- Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
- Identify Caliche and cemented soil deposits depth and make recommendations for excavation methods.
- Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
- Provide recommendation and definition for suitable and unsuitable materials.
- Make recommendations for the treatment and/or removal of unsuitable bearing soils.
- Make recommendations for trench safety during excavation.
- Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.
- Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.
- Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.

- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- Prepare a hydro-geological report in areas where shallow groundwater is discovered.

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

102.4 30% Design Phase Submittal

102.4.1 30% Design Phase Plans

102.4.1.1 The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.4.2 Preliminary Design Report

102.4.2.1 The results and summaries of items identified in the preceding work above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source. The PDR will include, but is not limited to, the following:

102.4.2.1.1 Cover page
102.4.2.1.2 Table of Contents
102.4.2.1.3 Executive Summary
102.4.2.1.4 Transmittal memo stamped and signed by the Consultant Project Manager
102.4.2.1.5 Inventory of existing conditions, including photo library
102.4.2.1.6 Adjacent completed projects summary
102.4.2.1.7 Design controls and assumptions
102.4.2.1.8 Utility Issues and Conflicts Summary
102.4.2.1.9 Civil Basis of Design
102.4.2.1.10 Structural Basis of Design
102.4.2.1.11 Mechanical Basis of Design
102.4.2.1.12 Electrical/Solar Power Basis of Design
102.4.2.1.13 Instrumentation and Controls Basis of Design
102.4.2.1.14 Investigation and design of improvements to the existing Nevada Energy 100 ampere service connection
102.4.2.1.15 Investigation and mitigation of motor-operated drive-line mechanical issues at existing solar tracking system
102.4.2.1.16 Summary of Permits (including a summary matrix of required permits)
102.4.2.1.17 Construction Cost Estimate and
102.4.2.1.18 30% Design Phase Plans

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

102.4.3 30% Structural Design Package

102.4.3.1 The Consultant shall prepare a 30% Structural Design Package that the CMAR Contractor will use to develop the detailed structural design (70%, 90%, and 100% design phase) of the project. The structural design elements are anticipated to include concrete ballast or pile–driven supports for fixed ground-mount solar PV systems and structural framing support for a fixed carport solar PV system. The 30% Structural Design Package will include site drawings showing the layout and dimensions of the fixed ground-mount and carport solar PV systems. Specifications issued with the 30% Structural design Package will include structural design criteria and technical specification sections.

102.4.4 Deliverables: Submit ten (10) copies of the Preliminary Design Report and eight (8) copies of the 30% Structural Design Package to the City; Submit ten (10) half size sets (11" X 17") and all associated electronic files of the 30% Design Phase Plans to the City; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

102.5 Walk Through. After submittal of the 30% Design and the Preliminary Design Report, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

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

ARTICLE 103: 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

103.1.1.1 City Standard Cover Sheet identifying Project Participants

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

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

103.1.1.4 Abbreviations and Symbols

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

103.1.1.6 Sheet Index with key map

103.1.1.7 Demolition Drawings

103.1.1.8 Civil Drawings

103.1.1.9 Electrical Drawings

103.1.1.10 Instrumentation and Control Drawings

103.1.1.11 70% Structural Design Review - Consultant shall review the 70% structural design documents prepared by the CMAR Contractor and provide written review comments to the Owner and Contractor.

103.1.1.12 Deliverables: Submit ten (10) copies of the half scale plans (11" x 17") and ten (10) copies of project specifications and all associated electronic files to the City; Submit 70% half scale plans (size and number determined by each Utility Company submittal requirements) to Utilities for review.

103.1.2 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by, bid items.

103.1.2.1 CLV Sanitation

103.1.3 Deliverables: Submit three (3) copies of the 70% cost estimate to the City in both hard copy and electronic format. Submit three (3) copies of review comments for the 70% structural design prepared by the CMAR Contractor.

103.1.4 70% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

103.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; .

103.1.5 70% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

ARTICLE 104: 90% DESIGN PHASE

104.1 90% Design Phase Submittal

104.1.1 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

104.1.2 90% Structural Design Review – Consultant shall review the 90% structural design documents prepared by the CMAR Contractor and provide written review comments to the Owner and Contractor.

104.1.3 Deliverables: Submit ten (10) copies of the half scale plans (11" x 17") and ten (10) copies of project specifications and all associated electronic files to the City. Submit three (3) copies of the 90% cost estimate to the City in both hard copy and electronic format. Submit three (3) copies of review comments for the 90% structural design prepared by the CMAR Contractor.

104.1.4 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

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

104.1.5 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

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

ARTICLE 105: 100% DESIGN PHASE

105.1 100% Design Phase Submittal

105.1.1 The 100% submittal shall include all the elements of Article 104 which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, Clark County Development Services]; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (bond) submittal.** Plan set bond copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-final bond set of the final plans before preparing final bond prints for this project.

105.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Response to Comments; Submit five bound and one unbound full size sets (24" X 36"); eight bound and one unbound half size sets (11" X 17") of the 100% Pre-Final (Bond) Submittal to the City; five bound copies of the Special Provisions; 100% Pre-final Cost Estimate by funding source to the City; Submit 100% Pre-Final (Bond) Submittal Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

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

ARTICLE 106: CONSTRUCTION MANAGER AT RISK (CMAR) COORDINATION

106.1 Request for Statement of Qualifications (RSOQ)

106.1.1 The Consultant shall assist/support City with preparation of the RSOQ documents including description of project, specialty Contractor experience, and other special project requirements necessary for project delivery

106.2 Pre-Submission Conference

At a date, time and place provided by the City, the Consultant will attend a pre-submission conference and site tour to: instruct prospective applicants and suppliers as to the types of information required by the SOQ documents; the format in which the SOQ should be presented; provide guidance and direction regarding special project requirements; and receive requests for interpretation which will be issued by addendum.

106.3 Answer Applicant Questions

106.3.1 During the SOQ period, the Consultant will respond to questions raised by potential applicants, as required by the City. Consultant communications during the SOQ period will be solely with the City.

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

106.4 Prepare Addenda

106.4.1 The Consultant shall support City with preparation and issuance of clarifications and/or addenda to the RSOQ documents as required. The issuance of all addenda and clarifications shall be the responsibility of the City.

106.5 Detailed Design

106.5.1 CMAR Review Comments - The Consultant shall review and respond to (1) CMAR prepared structural design documents for 70%, and 90% design submittals; (2) constructability and value engineering review comments prepared by the CMAR for the 30%, 70 and 90% design deliverables prepared by the Consultant.

106.5.2 Coordination Meetings – The Consultant shall meet with the CMAR and the City to review the project pre-design, design, site specific details, and to coordinate and collaborate on design recommendation, modification and/or enhancements. In addition to 30%, 70%, and 90% design review meetings, the Consultant will coordinate with the CMAR at not to exceed two additional meetings.

106.5.3 Design Documents – As recommended by the Consultant and directed by the City, the Consultant will incorporate CMAR recommendations provided at the 30%, 70% and 90% design submittals into subsequent deliverables and the final design documents. All CMAR recommendations shall be reviewed by and acceptable to the City prior to incorporation into the design documents.

106.5.4 CMAR Structural Design – The Consultant shall review CMAR prepared structural design documents at the 70% and 90% design submittals including the geotechnical investigation report. Design review will be based the on the 30% structural design package prepared by the Consultant and establishing the basis of detailed structural design to be performed by the CMAR Contractor.

ARTICLE 107: CONSTRUCTION PHASE

107.1 Coordination

107.1.1 The Consultant will assist and support the City and coordinate with City's representative during the construction phase.

107.2 Pre-Construction Meeting

107.2.1 The Consultant shall attend the pre-construction meeting.

107.3 Construction Meetings and Site visits

107.3.1 The consultant will attend up to ten (10) construction progress meetings and site visits as requested by the City or City's representative to

review and discuss contract documents, procedures, progress, scheduling, and other matters concerning the project

107.4 Submittal Review

107.4.1 Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings, product data, and operations and maintenance manuals as requested by the City representative and as required by the construction contract documents. The Consultant's review shall be for general conformity to the construction contract Documents and shall not relieve the CMAR of any of his contractual responsibilities. Such reviews shall not extend to means methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

107.4.2 Based on Consultant's experience of similar size projects, it is assumed that CMAR will submit up to fifty (50) original shop drawing submittals with twenty-five (25) submittals requiring re-submittal. If CMAR's approach to the project requires more than 75 shop drawing submittals (50 original plus 25 re-submittals), the additional work related to this task shall be considered additional services.

107.4.3 The Consultant shall endeavor to complete the review of submittals as quickly as possible and will coordinate with the City's representative so that submittals are returned to the CMAR within the time allotted in the Contract Documents.

107.5 Requests for Information (RFIs), Document Interpretation, and Change Orders

107.5.1 The Consultant shall provide assistance and guidance to the City's representative and the City in the interpretation of construction contract documents when requested by the City or CMAR.

107.5.2 Based on Consultant's experience of similar size projects, it is assumed that CMAR will submit up to twenty (20) RFIs. If CMAR submits more than 20 RFIs, the additional work related to this task shall be considered additional services.

107.5.3 The Consultant shall provide engineering design support and documentation to assist the City and the City's representative in the processing of change orders

107.5.4 Based on Consultant's experience of similar size projects, it is assumed that CMAR will submit up to five (5) change orders requiring Consultant's support. If Consultant support is required for more than 5 change orders, the additional work related to this task shall be considered additional services.

107.6 Substantial and Final Completion

107.6.1 The Consultant shall attend the substantial and final completion walkthroughs of the construction project to determine the acceptability of the work. The consultant will assist the City's representative with punch list preparation.

ARTICLE 108: POST CONSTRUCTION PHASE

108.1 Record Drawings

108.1.1 Upon completion of the project, the Consultant shall revise the construction contract drawings based on as-built information furnished by the CMAR through the City's representative. Consultant shall revise contract documents to conform to the construction records. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and coordination items submitted by the CMAR in the process of conforming the contract drawings to record drawings.

108.1.2 Deliverables: One (1) set of 24 x 36 inch Contract Record Drawings (Bond); one (1) compact disc containing Acrobat (.pdf) and AutoCAD (.dwg) files.

108.2 WPCF Operation and Maintenance Manual Update

108.2.1 The Consultant shall prepare a new Section 4.11 – Solar Power System or similar stand-alone section to be incorporated into the WPCF Master Operation and Maintenance Manual. The solar power system update to the WPCF Master Manual shall be consistent with the existing master manual format and content. The solar power system operation and maintenance update shall include the existing 3 MW solar power system and the new 2 MW solar power expansion.

108.2.2 It is anticipated that the solar power system operation and Maintenance update to the Master WPCF Manual may include the follow sub-sections supported by graphics and figures developed from the final design drawings:

- Purpose and Intent
- Related Processes
- Design Basis
- Major Equipment Components
- Power Distribution System
- Process and Control Systems
- Operational Procedures
- Troubleshooting
- Maintenance
- Safety
- Drawings (up to 30 drawings)

108.2.3 Updates to and coordination with existing WPCF Master Operation and Maintenance Manual electronic files is not a part of this scope of work and will be performed by others.

108.2.4 Deliverables: One (1) hardcopy of text and drawings (3-ring binder; one (1) compact disc containing MS Word (.doc), Acrobat (.pdf) and AutoCAD (.dwg) files.

ARTICLE 109: ADDITIONAL SERVICES

109.1 The following services are not included in the services listed above but may be added with mutual agreement of the parties and provision for additional engineering services fees:

- Permit acquisition or assistance required with any Agencies not listed in Article 101.4.
- Subsurface Utility Enginering (SUE) determined to be necessary.
- Preparation of an Independent Cost Estimate (ICE) to assist the City in negotiating a guaranteed maximum price contract.
- Renderings or photo realistic drawings.
- Visits to the Construction Site in excess of the number of such trips and the the associated time set forth in Basic Services.
- Review of CMAR construction submittals in excess of number indicated in Article 107.
- Response to CMAR requests for information in excess of number indicated in Article 107.
- Engineering support for CMAR Change Orders in excess of the number indicated in Article 107.
- Additional or extended services during construction made necessary by (1) acceleration of the progress schedule involving service beyond normal working hours, (2) default by any Contractor, and (3) failure of the Contractor to complete the work within the construction contract time.
- Safety Assessments
- Security Assessments
- Prequalification of Contractors or Vendors
- Providing Resident Project Representative Services for the project.
- Items of additional Work accepted by mutual agreement of the City and Consultant.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

GENERAL

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

100.2 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

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

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

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

ARTICLE 2: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	129	
70% DESIGN PHASE	67	Refer to MS Project Schedule
90% DESIGN PHASE	57	
100% DESIGN PHASE	35	
CMAR COORDINATION	288	Concurrent with design
CONSTRUCTION PHASE	262	
POST CONSTRUCTION PHASE	80	
TOTAL CALENDAR DAYS TO COMPLETE:	**630**	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

ARTICLE 4: CONSTRUCTION

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$878,856.00**. 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

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	$798,856.00	

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

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

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

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing 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.

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City 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 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 to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$80,000.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:
402.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
402.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.5.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
402.5.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
402.5.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
402.5.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
402.5.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.5.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
402.5.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
402.5.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
402.5.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.5.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
402.5.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
402.5.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
402.5.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
402.5.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
402.5.18 **Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.
402.5.19 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
402.5.20 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
402.5.21 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.
402.5.22 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

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

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

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 1: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Project Manager	$219	Per Hour
Engineering Manager	$156	Per Hour
Civil Engineer	$126	Per Hour
Structural Engineer	$153	Per Hour
Senior Renewable Energy Engineer	$225	Per Hour
Electrical Engineer	$153	Per Hour
Instrumentation and Controls Engineer	$195	Per Hour
Estimator	$153	Per Hour
Technician / CADD Operator	$114	Per Hour
Project Administration	$78	Per Hour

ARTICLE 2: SUB-CONSULTANT HOURLY RATES

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

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

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

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

ARTICLE 3: ADDITIONAL SERVICES RATES

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

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

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

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

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

ARTICLE 4: REIMBURSABLE EXPENSES

4.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
As indicated in Exhibit D

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

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

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

4.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: John Bettencourt

600.2 CITY REPRESENTATIVE'S SUPERVISOR:

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: James P. Morley

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR:

601.1.3 PROJECT MANAGER: Leon H. Siekerka

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Leon H. Siekerka

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: NV 014240

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 LAND SURVEYOR: VTN Nevada

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 / Subject Matter of Contract**
Name: BLACK & VEATCH CORPORATION	**Services for:** 2MW SOLAR EXPANSION
Address: 4040 SOUTH EASTERN AVE LV NV 89119	
Telephone: 702.894.4509	**Project Number:** 160186-TF
EIN or DUNS : 43-1833073	

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.	Black & Veatch Corporation is a wholly owned subsidiary of Black & Veatch Holding Company (BVHC). The Black & Veatch Retirement Program, or Employee Stock Ownership Program (ESOP), holds 100% of the common shares of BVHC. The ESOP shares are held in trust and registered to the program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP trust is confidential and not available to the Company without prior written consent from the individual; however, shareholdings are broadly dispersed among the 6,000 employee participants. Aside from the ESOP, no one individual currently holds over 1% of the common shares of BVHC. The Business Address and phone number is: 8400 Ward Parkway, Kansas City, MO 64114, (913) 458 - 2000.		
2.			
3.			
4.			
5.			
6.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

Date of Attached Document: N/A Number of Pages: N/A

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

State of Nevada
County of Clark

Name

16 March

Date

Subscribed and sworn to before me this 16th day of March, 2016

Notary Public

DELIA HENSON
Notary Public State of Nevada
County of Clark
APPT NO 14-13087-1
My App. Expires Mar 7, 2018

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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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**

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3. **Instructions**

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Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: BLACK & VEATCH CORPORATION	**Services for:** 2MW SOLAR EXPANSION
Address: 4040 SOUTH EASTERN AVE LV NV 89119	
Telephone: 702.894.4509	**Project Number:** 160186-TF
EIN or DUNS : 43-1833073	

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
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Name of Attached Document: N/A

Date of Attached Document: N/A Number of Pages: N/A

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

State of Nevada
County of Clark

Name

16 MAR 16
Date

Subscribed and sworn to before me this 16th day of March, 2016

Notary Public

DELIA HENSON
Notary Public State of Nevada
County of Clark
APPT NO 14-13087-1
My App. Expires Mar 7, 2018

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
For possible action to revise Purchase Order No. 354603 to accommodate additional funding for Contract No. 13.48691-TB-C, Construction Manager at Risk Agreement for Detention and Enforcement Isolation Cell Addition Construction located at 3300 Stewart Avenue - Department of Public Works - Award recommended to: SLETTEN CONSTRUCTION OF NEVADA, INC. ($156,720 - Detention and Enforcement Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $156,720
Funding Source: Detention and Enforcement CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This request for additional funding is for the installation of a double-wide trailer to accommodate new staff during the construction of isolation cells.

PCC: T. Fernandez

RECOMMENDATION:
That City Council approve revision of Purchase Order No. 354603 to accommodate additional funding for Contract No. 13.48691-TB-C, Construction Manager at Risk Agreement for Detention and Enforcement Isolation Cell Addition Construction to Sletten Construction of Nevada, Inc. in the amount of $156,720, bringing the total Purchase Order amount to $8,928,675.

BACKUP DOCUMENTATION:
P.O. Funding Increase Request

PR# 256123

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION CONTRACT
P.O. FUNDING INCREASE REQUEST

DATE: 4/20/2016

MODIFICATION NUMBER: 1

TO: **Yolanda Jones**, Manager, Purchasing & Contracts

FROM: **David Bowers,** Public Works Director

RE: **Modification to Increase the Construction Conflicts & Contingency Reserve**

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

PROJECT:	**Detention & Enforcement PH II Addition & Remodel to the isolation Unit 7 Closed Custody Facility**	WARD NUMBER:	3
CONTRACTOR:	**Sletten Construction**	PROJECT HANSEN NUMBER:	48691
BID #:	**13.48691-TB**	CONSTRUCTION CONTRACT P.O. NO.	**354603**
DELIVERY METHOD:	CMAR		
PUBLIC WORKS PROJECT MANAGER:	Tom Hayes	PHONE:	702-229-6735
PURCHASING CONTRACT SPECIALIST:	Tressa Fernandez	PHONE:	702-229-6182

ENCUMBERANCES

	Base P.O. Amount	Owner's Contingency	CMAR's Contingency	Cont % of Base
Original Contract & Contingency Award:	$8,220,975.00	$250,000.00	$300,980.00	7%
Previously Approved Contingency Increases:				0%
Current Total Encumberance:	**$8,220,975.00**	**$250,000.00**	**$300,980.00**	7%
Contingency Used as of the Date Above:		$23,223.25	$26,944.00	1%
Amount of Previously Approved Contingency Remaining:		$226,776.75	$274,036.00	6%
Percent of Previous Approved Contingency Used to Date:		9%	9%	
Percent of the Construction Completed to Date:	13%			

Requested Contingency Increase: **$156,720.00**

FUNDING FOR THIS INCREASE

Funding Source	Fund	Org	Account	Project WA	Task/Option	Owner's Contingency	CMAR's Contingency
Fund Balance	408000	40721	810700	WU8297	000/000	$141,720.00	
Computer Services Interr	604000	63211	510900	R75400	000/000	$15,000.00	
					Total	$156,720.00	$0.00

Continued on next page

SUMMARY OF PREVIOUS
CHANGE ORDERS

Reason Code	Owner's Contingency	CMAR's Contingency	% of Total
Design & Drawing Deficiencies, Code Issues:			0%
Owner Directives:	$23,223.25		46%
Unforeseen Conditions & Events:		$26,944.00	54%
Amount of Contingency Used to Date:	**$23,223.25**	**$26,944.00**	

JUSTIFICATION FOR CONTINGENCY INCREASE

Contract 13.48691-TB includes construction of a new isolation cell facility as well as reconfiguration of several existing facilities at the City's Detention Center. In order to mitigate the construction-related impact to existing office space and to provide for additional permanent office space for necessary for new staff, the Department of Public Safety in conjunction with Operations & Maintenance and the City Manager's Office requested a double-wide trailer be incorporated into the subject contract. Scope includes provision of a trailer, and related infrastructure enhancements to include site demo, site preparation, and provision of associated utilities.

As the project is less than 10% complete to date, this Contingency Increase replenishes the contingency for this unplanned procurement to ensure funds are available to address additional unforeseen conditions.

If this increase is granted, **the contingency should be sufficient to complete the project.**

Attached is a list of completed change orders, pending change orders, and potential change order issues.

APPROVALS

Initials	Date	
FOR TH	4.25.16	Tom Hayes, Construction Manager
MS	4-26-16	Mark Sorensen, Program Mangager
AGP	4-27-16	Allen Pavelka, City Engineer
DB	4/28/16	David Bowers, Public Works Director

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
For possible action to approve award of Contract No. 160208-DC, Prime Design Services for 3rd Street Multi-Modal Improvements Charleston To Bonneville located at Third Street between Charleston Boulevard and Hoover Avenue - Department of Public Works - Award recommended to: VTN NEVADA ($269,340 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $269,340
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for design services including preparation of contract drawings, special provisions, cost estimates and project management for improvements to the pedestrian corridor which include a linear park, new curb and gutters, sidewalks, asphalt paving, street lighting, hardscapes, landscaping, irrigation, signage and striping. 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. VTN Nevada is located in Las Vegas, Nevada.

PCC: D. Collins
POC: James Thomas, P.E. - (702) 873-7550

RECOMMENDATION:
That City Council approve award of Contract No. 160208-DC, Prime Design Services for 3rd Street Multi-Modal Improvements Charleston To Bonneville to VTN Nevada in the amount of $269,340. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 160208-DC
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
3RD STREET MULTI-MODAL IMPROVEMENTS
CHARLESTON TO BONNEVILLE

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 **VTN NEVADA**, (the "Consultant"), a **Corporation organized and existing under the laws of the State of Nevada**, whose address is **2727 South Rainbow Boulevard, Las Vegas, NV 89146**.

WITNESSETH:

WHEREAS, the City intends to construct the **3RD STREET MULTI-MODAL IMPROVEMENTS CHARLESTON TO BONNEVILLE** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** 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 copyright 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 by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
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.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright 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 "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.24 ***Counterparts; Electronic Delivery.*** This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of June 17, 2015.

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

CITY OF LAS VEGAS

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

CONSULTANT

By_____ 5.10.16
James A. Thomas, P.E., VTN Nevada Date

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 5/4/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " E-1 " ADDITIONAL SERVICES FEE BREAKDOWN

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

This scope of work is for the design and preparation of Contract Documents and Special Provisions for complete street improvements to 3rd Street between Charleston Boulevard and Hoover Avenue. These improvements include a fully improved pedestrian corridor incorporating a linear park. The design will provide new curb and gutter, sidewalks, asphalt paving, street lighting, hardscapes, landscaping, irrigation signage and striping.

100.2 Construction Cost Budget

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

100.2.2 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

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

100.4 Plan Control and Standards

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

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

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

100.6.3 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall begin upon notice to proceed and extend continuously until one year after final payment of this Agreement has been made.

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

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

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

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

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

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

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

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

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

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

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

100.6.15 Plan and Special Provision Production and Submission

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

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

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

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

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

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

100.6.15.4 For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. **If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.**

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

100.6.16 Cost Estimates

100.6.16.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in CSI UniFormat II style or as otherwise directed by the City using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.17 Construction Change Orders

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

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

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

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

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

100.6.18.1 Article 101 – Preliminary and General Items

100.6.18.2 Article 102 – 60% Design Phase

100.6.18.3 Article 103 – 90% Design Phase

100.6.18.4 Article 104 – 100% Design Phase

100.6.18.5 Article 105 – Bid Phase

100.6.18.6 Article 106 – Construction Phase

100.6.18.7 Article 107 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately six [6] progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform Subsurface Utility Engineering (SUE) as identified herein, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Department of Public Works

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

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

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

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

101.3.1.6 Nevada Department of Transportation ("NDOT") and

101.3.1.7 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Water line relocation plans are anticipated.

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

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

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

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

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 60%, 90% and Pre-Final submittals.

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

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

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

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

101.3.9 Consultant shall provide the following to the City for submittal to NDOT:
101.3.9.1 Identify, verify and locate known utilities and conflicts within project limits.
101.3.9.2 Documentation showing utilities' rights to be in specific location.
101.3.9.3 Coordination of necessary utility relocations
101.3.9.4 Draft of project utility specifications, and show existing utility lines and relocations in project plans, specifications and estimates

101.3.10 Consultant shall provide the following information to the City for preparation of the Utility Certification Letter to NDOT:
101.3.10.1 Name and type of utilities being impacted
101.3.10.2 Type and number of impacts

101.3.10.3 Who will be doing the adjustment
101.3.10.4 When will the adjustment be completed
101.3.10.5 Who is responsible for the costs of the adjustments

101.3.11 Deliverables: Project Plans to be sent to the Utility Companies at each design level (60%, 90%, and 100%); and final Mylar's with impacted utilities approval signatures; NDOT Utility Certification information.

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project :
101.4.2.1 NDOT Encroachment Permit

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

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

101.5 Survey

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

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

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

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

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

101.5.5.1 Deliverables. The Consultant shall submit three (3) copies of the Record of Survey to the City. Consultant shall record the "approved" Record of Survey with the Clark County Recorder.

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

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

101.5.8 Design Topographic Survey. Lidar point cloud data extraction and conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (DTM). Survey limits shall extend a minimum of 150 feet in each direction past the curb returns at all major cross streets, 100 feet at minor cross streets. Lidar point clouds shall be provided to the consultant by the City's Representative. Consultant shall compile 2D planimetrics of all topographic features within project limits consistent with traditional survey deliverables. Consultant shall produce an existing ground DTM (in a Civil 3D Surface format) with relative accuracy to Lidar point cloud data of ±0.05' within project limits. Consultant shall perform field inspection of Lidar point cloud data to ensure inclusion and proper identification of surface features, as well as confirming data reflects current conditions. In the event that Lidar point cloud data is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey where necessary and when approved.

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

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

101.6 Right-of-Way

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

101.6.2 Consultant shall provide the following information to the City for submittal to NDOT for right-of-way certification.
101.6.2.1 Documentation of the existing right-of-way
101.6.2.2 Plan Sheets incorporating the right-of-way limits.
101.6.2.3 Attend a right-of-way setting meeting

101.6.3 Based on the 60% design, the Consultant will identify any TCEs to be required.

101.6.4 60% Submittal. Consultant shall identify all existing right-of-way and existing easements. Consultant shall provide an example format of a TCE exhibit for review. This exhibit example formats shall be included with the 60% submittal.

101.6.5 90% Submittal. Consultant shall show the TCE limits on the Horizontal Control Sheets. The TCE exhibits shall be submitted to the City for review and submittal to the property owners.

101.6.6 100% Submittal. Consultant shall confirm that all TCE exhibits have been submitted as well as identify any additional TCEs needed after the 90% review and submit those additional

101.6.7 Prior to Bid. Prior to bid the City and Consultant shall cross check the 100% plans and identify any TCEs not yet acquired.

101.6.8 Deliverables: Identification of TCEs at the 60% Submittal as outlined in 101.6.3; TCE exhibits at the 90% Submittal as outlined in 101.6.4; Identification and submittal of any additional TCEs at the 100% Submittal as outlined in 101.6.5; NDOT Right-of-Way Certification information.

101.7 Records Review, Information Research and Analysis of Data

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

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

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

101.8 Subsurface Utility Engineering (SUE) Services

101.8.1 SUE Definitions

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

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

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

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

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

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

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

101.8.2 Work Standards

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

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

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

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

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

101.8.3 Aerial or Ground-Mounted Utility Facilities

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

101.8.4 Unknown Lines

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

101.8.5 "Call Before You Dig Markings"

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

101.8.6 Quality Level D Tasks

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

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

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

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

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

101.8.6.6 Exercise professional judgment to resolve conflicting information.

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

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

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

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

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

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

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

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

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

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

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

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

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

101.8.8.2 Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits (to be determined after 60% design; Quality Level B task will be paid for by Additional Services), and/or to trace a particular utility line or system.

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

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

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

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

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

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

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

101.8.8.10 Reference surveys to the project's survey control.

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

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

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

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

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

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

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

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

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

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

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

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

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

101.8.9.8 A total of ten (10) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

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

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

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

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

101.8.10 SUE Deliverables

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

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

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

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

101.9 Overall Scope, Schedule and Budget Review

101.9.1 After City review of the 60% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 60% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this Contract or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this Contract. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this Contract as specifically allowed in other sections of this Contract.

101.9.1.1 Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction.

101.9.2 Consultant is hereby informed of the purpose of the deliverables in **101.10.1.1** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

ARTICLE 102: 60% DESIGN PHASE

102.1 60% Design Phase Submittal

102.1.1 60% Design Phase Plans – This submittal will include further refinement of the 50% Design Phase Submittal and response to comments and incorporate the new cross section and design elements. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 60% plans shall include, but not limited to, the following:

102.1.1.1 City Standard Cover Sheet identifying Project Participants
102.1.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
102.1.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
102.1.1.4 Abbreviations and Symbols
102.1.1.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
102.1.1.6 Horizontal control for centerline and rights-of-way monumentation plan
102.1.1.7 Sheet Index with key map
102.1.1.8 Typical Cross Section Sheets
102.1.1.9 Removal Plans
102.1.1.10 Roadway Plan and Profiles
102.1.1.11 Construction Details
102.1.1.12 Landscape Plans
102.1.1.13 Irrigation Plans

102.1.1.14 Hardscape Plans
102.1.1.15 Landscape Details including amenities
102.1.1.16 Storm Drain Plan and Profiles (including lateral plan and profiles)
102.1.1.17 Utility Plans
102.1.1.18 SUE Plans
102.1.1.19 Traffic Striping and Signing Plans
102.1.1.20 Traffic Lighting Plans
102.1.1.21 Traffic Signal Plans
102.1.1.22 Special Details as required for the Project
102.1.1.23 FAST Interconnect Plans

102.1.1.24 Deliverables: Submit twelve (12) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to the RTC and NDOT; Submit copies of 60% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

102.1.2 60% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:
102.1.2.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
102.1.2.2 SNPLMA
102.1.2.3 CLV Sanitation
102.1.2.4 LVVWD (and/or other utilities as applicable)
102.1.2.5 CLV General Fund
102.1.2.6 NDOT (Stewardship, CMAQ, STP, Safety LU, etc.)
102.1.2.7 CDBG Funds

102.1.2.8 Deliverables: Submit the 60% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, two (2) copies of the 60% cost estimate to RTC and NDOT.

102.1.3 60% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 60% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

102.1.3.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to RTC and NDOT.

102.1.4 60% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 60% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

ARTICLE 103: 90% DESIGN PHASE

103.1 90% Design Phase Submittal

103.1.1 90% Design Phase Plans – This submittal will include further refinement of the 60% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

103.1.1.1 Deliverables: Submit twelve (12) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to RTC and NDOT; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.
103.1.2 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:
103.1.2.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)

103.1.2.2 SNPLMA
103.1.2.3 CLV Sanitation
103.1.2.4 LVVWD (and/or other utilities as applicable)
103.1.2.5 CLV General Fund
103.1.2.6 NDOT (Stewardship, CMAQ, STP, Safety LU, etc.)
103.1.2.7 CDBG Funds

103.1.2.8 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, two (2) copies of the 90% cost estimate to RTC and NDOT.

103.1.3 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

103.1.3.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to RTC and NDOT.

103.1.4 BUY AMERICA(N) COMPLIANCE.
103.1.4.1 Consultant and subconsultants at all tiers shall:
103.1.4.1.1 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.
103.1.4.1.2 Include the appropriate Buy America(n) requirement language in each specification section providing construction materials.
103.1.4.1.3 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.
103.1.4.1.4 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.
103.1.4.1.5 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.

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

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

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

ARTICLE 104: 100% DESIGN PHASE

104.1 100% Design Phase Submittal

104.1.1 The 100% submittal shall include all the elements of Article 103, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, RTC and NDOT, and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

104.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit twelve (12) copies of the half scale plans, two full size plans, all associated electronic files, five (5) copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit three (3) copies of 11" X 17" Temporary Construction Easement Maps for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source to RTC and NDOT. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

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

ARTICLE 105: BID PHASE

105.1 Pre-Bid Conference

105.1.1 The Consultant shall attend the pre-bid conference

105.2 Bid Requests and Responses

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

105.3 Bid Opening

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

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

ARTICLE 106: CONSTRUCTION PHASE

106.1 Pre-Construction Meeting

106.1.1 The Consultant shall attend the pre-construction meeting.

106.2 Submittal Review

106.3 Review

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

106.4 Construction Support Services

106.4.1 The Consultant shall provide the following support services during the construction phase of the project:
106.4.1.1 Project Site Visits to examine construction work
106.4.1.2 Attend construction progress meetings, as necessary
106.4.1.3 Respond to Contractor's Request for Information (RFI)
106.4.1.4 Additional Design as needed to address RFIs
106.4.1.5 Assist with the processing of construction change orders
106.4.1.6 Attend final walk-through
106.4.1.7 Assist with the punch list preparation

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 100: GENERAL

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

100.2 **Certificates of Insurance**

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

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

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

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

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

ARTICLE 2: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
60% DESIGN PHASE	60	
90% DESIGN PHASE	75	
100% DESIGN PHASE	75	
BID PHASE	90	
CONSTRUCTION PHASE	90	
POST CONSTRUCTION PHASE	30	
TOTAL CALENDAR DAYS TO COMPLETE:	**420**	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

ARTICLE 4: CONSTRUCTION

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$269,340.00**. 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

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	$219,340.00	

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

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

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

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing 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.

TASK	DESCRIPTION	Project Manager	Team Leader	Project Engineer	Design Technician	Land Surveyor	Survey Crew	Admin/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$170	$150	$120	$115	$150	$210	$70			
101	PRELIMINARY AND GENERAL ITEMS										
101.1	Project Management	16	8	0	0	0	0	0	24	$0.00	$3,920.00
101.2	Kick-Off Meeting and Progress Meetings	12	12	0	0	0	0	0	24	$0.00	$3,840.00
101.3	Utility and Agency Coordination	2	8	8	4	0	0	16	38	$0.00	$4,080.00
101.4	Project Permits	2	6	8	0	0	0	0	16	$0.00	$2,200.00
101.5	Survey	0	0	0	0	8	16	0	24	$0.00	$4,560.00
101.6	Right-of-Way	0	0	0	90	45	0	0	135	$0.00	$17,100.00
101.7	Records Review, Information Research and Analysis of Data	0	8	8	16	24	0	0	56	$0.00	$7,600.00
101.8	Subsurface Utility Engineering (SUE) Services	2	16	16	24	0	8	0	66	$11,000.00	$20,100.00
101	Subtotal Hours	34	58	40	134	77	24	16	383		
101	Subtotal Fee	$5,780.00	$8,700.00	$4,800.00	$15,410.00	$11,550.00	$5,040.00	$1,120.00		$11,000.00	$63,400.00
102	60% DESIGN PHASE										
102.1.1	60% Design Phase Plans	16	32	32	80	0	0	0	160	$20,200.00	$40,760.00
102.1.2	60% Design Phase Construction Cost Estimate	2	4	8	16	0	0	0	30	$0.00	$3,740.00
102.1.3	60% Design Phase Special Provisions	16	16	16	0	0	0	8	56	$0.00	$7,600.00
102.1.4	60% Walk Through	4	4	0	0	0	0	0	8	$0.00	$1,280.00
102	Subtotal Hours	38	56	56	96	0	0	8	254		
102	Subtotal Fee	$6,460.00	$8,400.00	$6,720.00	$11,040.00	$0.00	$0.00	$560.00		$20,200.00	$53,380.00
103	90% DESIGN PHASE										
103.1.1	90% Design Phase Plans	16	32	32	80	0	0	0	160	$10,600.00	$31,160.00
103.1.2	90% Design Phase Construction Cost Estimate	2	4	8	16	0	0	0	30	$0.00	$3,740.00
103.1.3	90% Design Phase Special Provisions	8	16	16	0	0	0	0	40	$0.00	$5,680.00
103	Subtotal Hours	26	52	56	96	0	0	0	230		
103	Subtotal Fee	$4,420.00	$7,800.00	$6,720.00	$11,040.00	$0.00	$0.00	$0.00		$10,600.00	$40,580.00
104	100% DESIGN PHASE										
104.1.1.1	100% Pre-Final (Bond) Submittal	16	32	32	80	0	0	0	160	$3,300.00	$23,860.00
104.1.1.2	100% Final (Mylar) Submittal	8	24	24	40	0	0	0	96	$1,200.00	$13,640.00
104	Subtotal Hours	24	56	56	120	0	0	0	256		
104	Subtotal Fee	$4,080.00	$8,400.00	$6,720.00	$13,800.00	$0.00	$0.00	$0.00		$4,500.00	$37,500.00
105	BID PHASE										
105.1	Pre-Bid Conference	2	2	0	0	0	0	0	4	$0.00	$640.00
105.2	Bid Requests and Responses	8	16	16	0	0	0	0	40	$0.00	$5,680.00
105.3	Bid Opening	2	2	0	0	0	0	0	4	$0.00	$640.00
105	Subtotal Hours	12	20	16	0	0	0	0	48		
105	Subtotal Fee	$2,040.00	$3,000.00	$1,920.00	$0.00	$0.00	$0.00	$0.00		$0.00	$6,960.00

TASK	DESCRIPTION	Project Manager	Team Leader	Project Engineer	Design Technician	Land Surveyor	Survey Crew	Admin/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
106	CONSTRUCTION PHASE										
106.1	Pre-Construction Meeting	2	2	0	0	0	0	0	4	$0.00	$640.00
106.2	Submittal Review	8	16	16	24	0	0	0	64	$0.00	$8,440.00
106.3	Construction Support Services	8	16	16	24	0	0	0	64	$0.00	$8,440.00
106	Subtotal Hours	18	34	32	48	0	0	0	132		
106	Subtotal Fee	$3,060.00	$5,100.00	$3,840.00	$5,520.00	$0.00	$0.00	$0.00		$0.00	$17,520.00
	Total Basic Services Hours	152	276	256	494	77	24	24	1,303		
	Total Basic Services Fee	$25,840.00	$41,400.00	$30,720.00	$56,810.00	$11,550.00	$5,040.00	$1,680.00		$46,300.00	$219,340.00

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City 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 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 to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$50,000.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:
402.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
402.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.5.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
402.5.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
402.5.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
402.5.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
402.5.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.5.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
402.5.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
402.5.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
402.5.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.5.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System –** As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
402.5.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
402.5.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
402.5.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
402.5.17 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
402.5.18 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
402.5.19 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.
402.5.20 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
402.5.21 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.
402.5.22 **Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 1: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Project Manager	$170	Per Hour
Team Leader	$150	Per Hour
Project Engineer	$120	Per Hour
Design Technician	$115	Per Hour
Land Surveyor	$150	Per Hour
Survey Crew	$210	Per Hour
Admin/Clerical	$70	Per Hour

ARTICLE 2: SUB-CONSULTANT HOURLY RATES

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

ARTICLE 3: ADDITIONAL SERVICES RATES

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

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

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

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

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

ARTICLE 4: REIMBURSABLE EXPENSES

4.1 The following Reimbursable Expenses are allowed:

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

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

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

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

4.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT "E-1"

ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Manager	Team Leader	Project Engineer	Design Technician	Land Surveyor	Survey Crew	Admin/ Clerical	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$170	$150	$120	$115	$150	$210	$70			
	ADDITIONAL SERVICES										
	Addenda	0	0	0	0	0	0	0	0	$0.00	$0.00
	Additional Design Services	49	56	85	106	10	40	14	360	$0.00	$50,000.00
	Additional Topographic Survey	0	0	0	0	0	0	0	0	$0.00	$0.00
	As-Builts	0	0	0	0	0	0	0	0	$0.00	$0.00
	Construction Assistance	0	0	0	0	0	0	0	0	$0.00	$0.00
	Dam Safety Permit	0	0	0	0	0	0	0	0	$0.00	$0.00
	Drainage Study	0	0	0	0	0	0	0	0	$0.00	$0.00
	Facility Specific Environmental Assessment	0	0	0	0	0	0	0	0	$0.00	$0.00
	Hydrology and Hydraulics	0	0	0	0	0	0	0	0	$0.00	$0.00
	Master Plan Amendment	0	0	0	0	0	0	0	0	$0.00	$0.00
	Public Meetings	0	0	0	0	0	0	0	0	$0.00	$0.00
	Removal of Inflow/Infiltration Sources to Sanitary Sewer System	0	0	0	0	0	0	0	0	$0.00	$0.00
	Right-of-Way	0	0	0	0	0	0	0	0	$0.00	$0.00
	Section 404 Permit Application	0	0	0	0	0	0	0	0	$0.00	$0.00
	Sewer Design	0	0	0	0	0	0	0	0	$0.00	$0.00
	Slope/Embankment Design	0	0	0	0	0	0	0	0	$0.00	$0.00
	Spillway/Energy Dissipater	0	0	0	0	0	0	0	0	$0.00	$0.00
	Storm Drain Retrofit Design	0	0	0	0	0	0	0	0	$0.00	$0.00
	Structural Design	0	0	0	0	0	0	0	0	$0.00	$0.00
	Structural Engineering	0	0	0	0	0	0	0	0	$0.00	$0.00
	Survey	0	0	0	0	0	0	0	0	$0.00	$0.00
	Traffic Control Plans	0	0	0	0	0	0	0	0	$0.00	$0.00
	Title Reports	0	0	0	0	0	0	0	0	$0.00	$0.00
	Utility Potholing	0	0	0	0	0	0	0	0	$0.00	$0.00
	Waterline Design	0	0	0	0	0	0	0	0	$0.00	$0.00
	Total Additional Services - Hours	49	56	85	106	10	40	14	360		
	Total Additional Services - Fee	$8,330.00	$8,400.00	$10,200.00	$12,190.00	$1,500.00	$8,400.00	$980.00		$0.00	$50,000.00

END OF EXHIBIT "E-1"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Anita Marquez, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Jeremy Leavitt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Robert C. Hosea, III, P.E., PTOE

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: James A. Thomas, P.E.

601.1.3 PROJECT MANAGER: Robert C. Hosea, III, P.E., PTOE

601.1.4 **RESPONSIBLE IN CHARGE PERSON**
List name of individual Engineer as licensed: Robert C. Hosea, III, P.E., PTOE

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number: 10112

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 ELECTRICAL ENGINEER: TJK

602.1.2 LANDSCAPE DESIGN: Southwick Landscape Architects

602.1.3 GEOTECHNICAL ENGINEER: GeoTek

602.1.4 POTHOLING: Cardno

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 / Subject Matter of Contract
Name: VTN Nevada	Services for: Downtown Pedestrian and Bicycle Improvements, 3rd Street (Charleston to Hoover)
Address: 2727 S. Rainbow Blvd. Las Vegas, NV 89146	
Telephone: 702-873-7550	Project Number: Contract No. 160208-DC
EIN or DUNS : 88-0087383	

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.	Gene D. Krametbauer / President	2727 S. Rainbow Blvd.	Las Vegas, NV 89146	702-873-7550
2.	James A. Thomas / Vice President	2727 S. Rainbow Blvd.	Las Vegas, NV 89146	702-873-7550
3.	Robert C. Hosea / Principal	2727 S. Rainbow Blvd.	Las Vegas, NV 89146	702-873-7550
4.	Anthony Zicari / Principal	2727 S. Rainbow Blvd.	Las Vegas, NV 89146	702-873-7550
5.	David Edwards / Principal	2727 S. Rainbow Blvd.	Las Vegas, NV 89146	702-873-7550
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

4.1.16
Date

Subscribed and sworn to before me this 1st day of April, 2016

Notary Public

TAMMY HOLT
Notary Public State of Nevada
No. 12-8194-1
My appt. exp. June 7, 2016

END OF EXHIBIT "G"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:

For possible action to approve award of First Amendment to Contract No. 160015-JH, Prime Design Services Contract for Sewer Rehabilitation Group A located on Sandhill Road, Charleston Boulevard, Broadalbin Drive, Wyoming Avenue and Arden Street between Bonanza Road and Sahara Avenue - Department of Public Works - Award recommended to: BLACK & VEATCH ($69,014 - Sanitation Enterprise Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $69,014
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

On August 19, 2015 the subject contract was awarded by City Council for professional engineering services for repair or replacement of approximately 7,400 feet of 33, 45, and 51 inch sewer pipe and approximately eleven manholes. The project also includes a practicable scheme for diversion and/or temporary bypass pumping of sewage during construction, flow monitoring and a review of the previous assessment to validate rehabilitation quantities. This amendment provides design for removal and replacement of pipeline sections, additional flow monitoring and permitting assistance for NPDES de minimis groundwater discharge permits.

PCC: J. Hill POC: Maylinn Rosales - (702) 732-0448

RECOMMENDATION:

That City Council approve award of First Amendment to Contract No. 160015-JH, Prime Design Services Contract for Sewer Rehabilitation Group A to Black and Veatch in the amount of $69,014 bringing the total Contract amount to $465,534. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. First Amendment to Contract No. 160015-JH
2. Certificate - Disclosure of Ownership/Principals

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Black & Veatch, a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Contract dated September 15, 2015, (herein the "Contract"), retaining the services of the Consultant for Professional Services more fully described therein in connection with the improvements for the project Sewer Rehabilitation Group A (herein "Project") and,

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to include new remove and replace pipeline sections design, additional flow monitoring and permitting assistance for NPDES De Minimis groundwater discharge permits more fully described in Exhibit A.

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

1. Exhibit "A" Scope Of Services is attached for details of additional design services.

2. No changes to Exhibit "B" Required Submittals.

3. Exhibit "C-2" Performance Schedule is attached to reflect changes due to the additional scope of work.

4. Exhibit "D-2" Fee Breakdown is hereby amended to increase the total compensation of the entire Contract referenced herein by $19,114, from $357,184 to $376,298.

5. Exhibit "E-2" Additional Compensation change is attached to increase the allowance for additional services by $49,900 from $39,336 to $89,236.

6. No changes to Exhibit "F" Key Personnel List.

7. No changes to Exhibit "G" Disclosure of Ownership/Principals.

8. All other provisions of the Contract remain in force and effect.

9. The Parties represent and acknowledge that as of the date of this Amendment No. 1, neither party (i) is in default under the terms of the Contact; (ii) has any defense, set off, or counterclaim to the enforcement by either party of the terms of the contract; and (iii) is aware of any action or inaction by either party that would constitute a default by either party under the Contract.

10. In the event of a conflict between any provision(s) of the Contract and Amendment No. 1, Amendment No. 1 shall control.

11. This Amendment No.1 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.

12. All other provisions of the Contract remain in force and effect.

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

Black & Veatch Corporation

By: _____
Jim Morley, Black & Veatch
"CONSULTANT"

CITY OF LAS VEGAS

By: _____
Yolanda Jones, Manager
Purchasing and Contracts
"CITY"

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/4/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A - AMENDMENT NO. 1
SCOPE OF SERVICES

The items below describe additional work required that was not included within the original scope of services.

Task 1 – Permitting Assistance

The three locations where removal and replacement of sewer pipe is needed are in areas where shallow groundwater is anticipated. A National Pollutant Discharge Elimination System (NPDES) or General De Minimis groundwater discharge permit (depending on flow estimates and groundwater quality) may be required for dewatering operations associated with facility/structure demolition and/or construction. In addition, the construction dewatering discharge permit must include estimates of the amount of water anticipated to be discharged and an analysis of the water quality.

Black & Veatch has discussions with Michele Reid of Nevada Division of Environmental Protection (NDEP), Bureau of Water Pollution Control, and she confirmed that the hydrogeologic and chemical testing data produced from Ninyo & Moore's Hydrogeologic Aquifer Testing Report, BOMO Force Main - Phase 2, Las Vegas, Nevada dated April 30, 2015 can be used for permitting project activities. Specifically, the BOMO 2015 data will be used for dewatering estimates and NPDES permit preparation for the following locations:

1. DN156-DN292: Honolulu & US-95
2. DN2313-DN157: Honolulu & Charleston
3. LM405-EC921: Lamb & Charleston

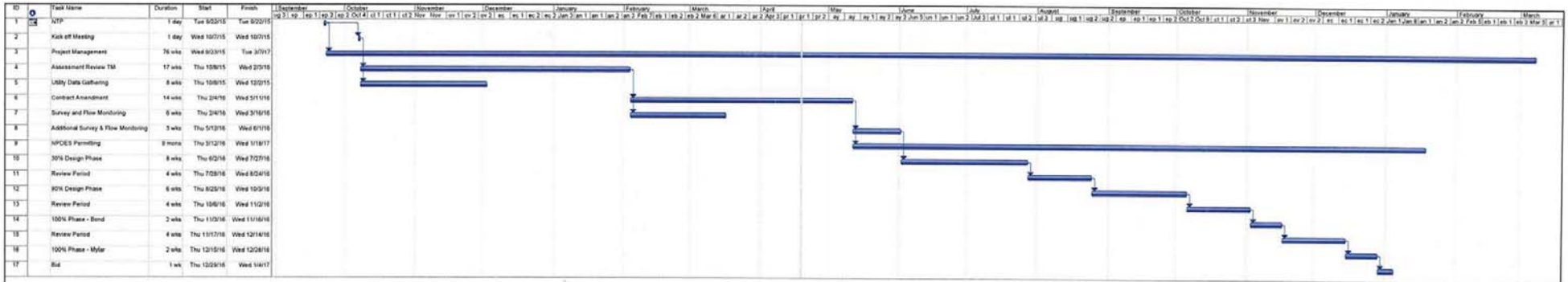
A NPDES Permit or General De Minimis groundwater discharge permit (depending on flow estimates and groundwater quality) will be required for dewatering operations associated with facility/structure demolition and/or construction. Using the information from the above mentioned Ninyo & Moore report, a General De Minimis permit applications will be completed and reviewed with the City, prepare letters to request for approval to temporarily discharge groundwater, prepare exhibits to accompany request letters. Permit fees from NDEP vary depending on flow estimates and will be the responsibility of City.

Task 2 – Additional Flow Monitoring Station

- Install one additional flow meter station on manhole SN-17 and associated traffic control permitting.

Task 3 – Additional Services

- Additional services will be in compliance with the Project's Basic Services Task 401.6.1 Additional Services Allowance.



ID	Task Name	Duration	Start	Finish
1	NTP	1 day	Tue 9/22/15	Tue 9/22/15
2	Kick off Meeting	1 day	Wed 10/7/15	Wed 10/7/15
3	Project Management	76 wks	Wed 9/23/15	Tue 3/7/17
4	Assessment Review TM	17 wks	Thu 10/8/15	Wed 2/3/16
5	Utility Data Gathering	8 wks	Thu 10/8/15	Wed 12/2/15
6	Contract Amendment	14 wks	Thu 2/4/16	Wed 5/11/16
7	Survey and Flow Monitoring	6 wks	Thu 2/4/16	Wed 3/16/16
8	Additional Survey & Flow Monitoring	3 wks	Thu 5/12/16	Wed 6/1/16
9	NPDES Permitting	8 mons	Thu 5/12/16	Wed 1/18/17
10	30% Design Phase	8 wks	Thu 6/2/16	Wed 7/27/16
11	Review Period	4 wks	Thu 7/28/16	Wed 8/24/16
12	90% Design Phase	6 wks	Thu 8/25/16	Wed 10/5/16
13	Review Period	4 wks	Thu 10/6/16	Wed 11/2/16
14	100% Phase - Bond	2 wks	Thu 11/3/16	Wed 11/16/16
15	Review Period	4 wks	Thu 11/17/16	Wed 12/14/16
16	100% Phase - Mylar	2 wks	Thu 12/15/16	Wed 12/28/16
17	Bid	1 wk	Thu 12/29/16	Wed 1/4/17

Project: 2016.02.11 - CLV Group A sc
Date: Tue 4/19/16

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

EXHIBIT D-2: FEE BREAKDOWN

TASK	DESCRIPTION	Project Principal	Project Manager	Project Engineer	C. A. Engineer	Sr. Cadd Technician	Cadd Technician	Estimator	QC	Admin				HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$225	$187	$143	$213	$159	$136	$160	$205	$79						
	ADDITIONAL SERVICES															
1	Permitting Assistance	2	8	80	0	0	0	0	0	8	0	0	0	0	$0.00	$14,018.00
2	Additional Flow Monitoring Location	2	8	0	0	0	0	0	0	0	0	0	0	0	$3,150.00	$5,096.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Total Additional Services - Hours	**4**	**16**	**80**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**108**		
	Total Additional Services - Fee	**$900.00**	**$2,992.00**	**$11,440.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$632.00**	**$0.00**	**$0.00**	**$0.00**		**$3,150.00**	**$19,114.00**

EXHIBIT E-2: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Principal	Project Manager	Project Engineer	C. A. Engineer	Sr. Cadd Technician	Cadd Technician	Estimator	QC	Admin				HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$225	$187	$143	$213	$159	$136	$160	$205	$79						
	ADDITIONAL SERVICES															
4	Additional Services	0	40	100	0	40	90	24	20	20	0	0	0	0	$0.00	$49,900.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Total Additional Services - Hours	0	40	100	0	40	90	24	20	20	0	0	0	334		
	Total Additional Services - Fee	$0.00	$7,480.00	$14,300.00	$0.00	$6,360.00	$12,240.00	$3,840.00	$4,100.00	$1,580.00	$0.00	$0.00	$0.00		$0.00	$49,900.00

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 / Subject Matter of Contract**
Name: BLACK & VEATCH CORPORATION	**Services for:** Sewer Rehabilitation Group A
Address: 4040 SOUTH EASTERN AVE, SUITE 330 LV NV 89119	
Telephone: 702.894.4509	**Project Number:** 160015
EIN or DUNS : 43-1833073	

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.	Black & Veatch Corporation is a wholly owned subsidiary of Black & Veatch Holding Company (BVHC). The Black & Veatch Retirement Program, or Employee Stock Ownership Program (ESOP), holds 100% of the common shares of BVHC. The ESOP shares are held in trust and registered to the program's trustee, GreatBanc Trust Company. Individual beneficial holder data within the ESOP trust is confidential and not available to the Company without prior written consent from the individual; however, shareholdings are broadly dispersed among the 6,000 employee participants. Aside from the ESOP, no one individual currently holds over 1% of the common shares of BVHC. The Business Address and phone number is: 8400 Ward Parkway, Kansas City, MO 64114, (913) 458 - 2000.		
2.			
3.			
4.			
5.			
6.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

Date of Attached Document: N/A Number of Pages: N/A

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

James P Marlow
Name

4 May 16
Date

Subscribed and sworn to before me this 4 day of May, 2016

Jaswinder Kaur
Notary Public

Notary Public - State Of Nevada
COUNTY OF CLARK
JASWINDER KAUR
My Appointment Expires
Feb 8, 2020
No. 16-1425-1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:

For possible action to approve award of Contract No. 160214-JH, Blanket Services Contract for On-Call Independent Cost Estimating, Biddability, and Constructability Review, CPM Scheduling, and Change Order Review - Department of Public Works - Award recommended to: CMWORKS, INC. (Not-to-Exceed $149,000 - Various Funds) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $149,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This contracts provides for on-call independent cost estimating, biddability, and constructability review, CPM scheduling, and change order review services through the issuance of project task orders determined and approved by the Department of Public Works. 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. CMWORKS, Inc. is located in Las Vegas, Nevada.

PCC: J. Hill
POC: David Alexander - (702) 256-4335

RECOMMENDATION:

That City Council approve award of Contract No. 160214-JH, Blanket Services Contract for On-Call Independent Cost Estimating, Biddability, and Constructability Review, CPM Scheduling, and Change Order Review to CMWORKS, Inc. in the annual not-to-exceed amount of $149,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 160214-JH
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES CONTRACT
FOR
ON-CALL INDEPENDENT COST ESTIMATING (ICE), BIDDABILITY, AND CONSTRUCTABILITY REVIEW (B&C), CPM SCHEDULING, AND CHANGE ORDER REVIEW

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 **CMWORKS, INC.** (the "Consultant"), a Corporation organized and existing under the laws of the State of Nevada, whose address is **6960 Smoke Ranch Road, Suite 110, Las Vegas, NV 89128**.

W I T N E S S E T H:

WHEREAS, the City intends to construct **VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM** (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 Contract; 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 Contract; and

WHEREAS, the parties hereto intend with the execution of this Contract 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 Contract.

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 Contract. 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 Contract 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 Contract 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 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 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 Contract is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services

of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Contract.

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

6.01 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for **ONE YEAR** 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 ***Task Orders.*** Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract 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 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.

6.04 ***Renewals.*** The City may, at its sole option, extend the term of this Contract for up to **TWO 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 Contract 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 Contract 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 Contract and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Contract.

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

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

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

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services

under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications

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

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

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

D. *Delivery of Documents.*

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

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

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

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts

developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

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

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

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

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

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

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

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

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

10.06 *Indemnity.*

A. ***Claims Not Based Upon or Arising out of Professional Services.*** 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 copyright 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 by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
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.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright 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 "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount 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, 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 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 June 17, 2015.

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_____
David S. Alexander, PE, President, CMWorks, Inc.

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 5/10/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.

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 Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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

100.3 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:
On-call Independent Cost Estimating (ICE), Biddability, and Constructability Review (B&C), CPM Scheduling, and Change Order Review

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

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

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

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Contract 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 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: GENERAL

300.1 CONTRACT RENEWALS. The initial performance period shall be from the Award Date through and including **June 30, 2017**. The City may, at its sole option, extend performance period for up to **two (2) one-year periods beyond June 30, 2017**. 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 Contract 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 Contract maximum not-to-exceed fee for all of the Project Task Orders is **$149,000.00 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 personnel maintaining facilities, equipment and computers.

CLASSIFICATION	RATE	UNIT
Principal	$180	Per Hour
Project Manager	$160	Per Hour
Construction Manager	$145	Per Hour
Scheduler / Estimator	$140	Per Hour
Office Engineer	$125	Per Hour
Senior Project Representative	$145	Per Hour
Project Representative	$115	Per Hour
Project Controls / Clerical	$72	Per Hour

SUBCONSULTANT #1 GES	RATE	UNIT
Principal Engineer	$200	Per Hour
Senior Engineer / Geologist	$165	Per Hour
Project Engineer	$150	Per Hour
Project Geologist	$135	Per Hour
Senior Staff Engineer	$125	Per Hour
Staff Professional	$95	Per Hour
Staff Engineer	$105	Per Hour
Staff Scientist	$80	Per Hour
Staff Geologist	$85	Per Hour
Lab / Field Supervisor	$120	Per Hour
Senior Special Inspector	$95	Per Hour
Special Inspector	$80	Per Hour
Environmental Technician	$65	Per Hour
Senior Materials Technician	$80	Per Hour
Materials Technician	$75	Per Hour
Draftsperson	$85	Per Hour
Administrative Staff	$70	Per Hour
Subsistence	$125	Per Day

SUBCONSULTANT #2 Hill International	RATE	UNIT
Vice President	$175	Per Hour
Delay Analyst	$175	Per Hour
Trainer and Coordinator	$175	Per Hour
Senior Scheduler	$155	Per Hour
Scheduler	$135	Per Hour
Scheduling Assistant	$75	Per Hour

SUBCONSULTANT #3 Weil & Drage	RATE	UNIT
Partner	$325	Per Hour
Associate	$275	Per Hour
Paralegal	$150	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.

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

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 include, 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, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Contract: **Lorrie Linnert Dunford**

600.2 CITY REPRESENTATIVE'S SUPERVISOR: **Mark Sorensen**

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: **David S. Alexander, PE**
601.1.2 CITY REPRESENTATIVE'S SUPERVISOR:

601.1.3 RESPONSIBLE IN CHARGE PERSON: **David S. Alexander, PE**

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: **No. 14072**

601.1.5 PROJECT MANAGER: **David S. Alexander, PE**

601.1.6 TECHNICIAN/CADD:

601.1.7 CLERICAL:

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 GEOTECHNICAL & ENVIRONMENTAL ENGINEER: Geotechnical and Environmental Services, Inc. (GES)

602.1.2 INDEPENDENT COST ESTIMATOR (ICE) / SCHEDULER (BACKUP CMWORKS) : Hill International

602.1.3 CLAIMS REVIEW / LEGAL SUPPORT / ATTORNEYS: Weil & Drage, APC

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; (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 Ls Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity	Block 2 Description
CMWorks, Inc.	Various projects related to the City's Capital Improvement Program
Address: 6960 Smoke Ranch Rd. Suite 110 Las Vegas, NV 89128	On-call Independent Cost Estimating (ICE), Biddability, and Constructability Review (B&C), CPM Scheduling, and Change Order Review
Telephone: 702-256-4335	
EIN: 83-0446422	RFP#

Block 3 *Type of Business*

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	CMWorks, Inc./Poggemeyer Design Group, Inc. (100%) SEE ATTACHED.	6960 Smoke Ranch Rd., Ste. 110, Las Vegas, NV 89128	702-256-4335

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: CMWorks, Inc./Poggemeyer Design Group, Inc. Stock ownership 2016

Date of Attached Document: 4/19/16 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

State of Nevada
County of Clark

TERESA M GUTIERREZ
Notary Public, State of Nevada
Appointment No. 06-102820-1
My Appt. Expires March 19, 2019

Name: David S. Alexander

4/25/16
Date

Subscribed and sworn to before me this 25th day of April, 2016

Teresa M Gutierrez
Notary Public

POGGEMEYER
DESIGN GROUP

CMWorks / Poggemeyer Design Group

Stock Ownership	Balance 2016	
ESOP	8,286.38	76.00%
Jack Jones	566.58	5.20%
Larry Carroll	566.58	5.20%
Mike Atherine	523.83	4.80%
Tim Bock	120.45	1.10%
Linda Amos	120.45	1.10%
Ken Maag	120.45	1.10%
Randy Meilnik	120.45	1.10%
Doug Nusser	120.45	1.10%
Whaley	120.45	1.10%
Jeff Yoder	120.45	1.10%
David Alexander	119.70	1.10%
Outstanding	10,906.22	100.00%

6960 Smoke Ranch Road, Suite 110 | Las Vegas, Nevada 89128-3204 | P 702-255-8100 F 702-255-8375 | www.poggemeyer.com

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Contract Project Name:
Blanket Contract Date:
Blanket Contract Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Contract for the Consultant to provide professional services described in the Contract 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 Contract 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 Contract.

Dated this _____ day of _____, _____.

By: _____ By: _____

Consultant City

EXHIBIT "G"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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State of Nevada
County of Clark

TERESA M GUTIERREZ
Notary Public, State of Nevada
Appointment No. 06-102820-1
My Appt. Expires March 19, 2019

Name: David S. Alexander

4/25/16
Date

Subscribed and sworn to before me this 25th day of April, 2016

Teresa M Gutierrez
Notary Public

POGGEMEYER
DESIGN GROUP

CMWorks / Poggemeyer Design Group

Stock Ownership	Balance 2016	
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Whaley	120.45	1.10%
Jeff Yoder	120.45	1.10%
David Alexander	119.70	1.10%
Outstanding	10,906.22	100.00%

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
For possible action to approve award of Contract No. 160018-JH, Blanket Services Contract for Environmental Consulting, Environmental Testing, Geotechnical Engineering, Material Testing and Special Inspection Services located at Symphony Park, 100 South Grand Central Parkway - Department of Public Works - Award recommended to: CONVERSE CONSULTANTS (Not-to-Exceed $200,000 - Various Funds) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for various projects related to Symphony Park. The services include environmental consulting and testing, geotechnical engineering, material testing and special inspection services through the issuance of project task orders determined and approved by the Department of Public Works. 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. Converse Consultants is located in Las Vegas, Nevada.

PCC: J. Hill
POC: Kurt Goebel - (702) 263-7600

RECOMMENDATION:
That City Council approve award of Contract No. 160018-JH, Blanket Services Contract for Environmental Consulting, Environmental Testing, Geotechnical Engineering, Material Testing and Special Inspection Services to Converse Consultants in the annual not-to-exceed amount of $200,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 160018-JH
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES CONTRACT
FOR
ENVIRONMENTAL CONSULTING, ENVIRONMENTAL TESTING, GEOTECHNICAL ENGINEERING, MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

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 **CONVERSE CONSULTANTS**, (the "Consultant"), a Corporation as part of the Converse Professional Group organized and existing under the laws of the State of California, whose address is **3095 East Patrick Lane, Suite 12, Las Vegas, NV, 89120.**

WITNESSETH:

WHEREAS, the City intends to construct **VARIOUS PROJECTS RELATED TO SYMPHONY PARK** (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 Contract; 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 Contract; and

WHEREAS, the parties hereto intend with the execution of this Contract 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 Contract.

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 Contract. 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 Contract 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 Contract 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 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 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 Contract is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

6.01 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for **ONE YEAR** 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 ***Task Orders.*** Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract 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 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.

6.04 ***Renewals.*** The City may, at its sole option, extend the term of this Contract for up to **FOUR 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 Contract 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 Contract 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 Contract and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Contract.

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection which may include written permission to make changes or modifications to the plans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** 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 copyright 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 by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
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.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright 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 "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount 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, 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 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 June 17, 2015.

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_____
Kurt A. Goebel, CEM
Senior Vice President, Converse Consultants

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 5/10/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.

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 Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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

100.3 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: **Environmental Consulting, Environmental Testing, Geotechnical Engineering, Material Testing and Special Inspection Services.** The following is intended to provide the primary generalized environmental work scope. Actual work will be defined and approved via specific Project Task Orders using the format in Exhibit H. The primary generalized work scope is to represent the City on environmental issues relevant to Symphony Park as needed, as requested, and as defined in specific task orders:

- Pre Development Assessment: Review proposed developer plans for environmental assessment/remediation within the former UPRR excavation areas per the SGMP:
- Developer Assessment (pre-excavation): After City approval of the Plan, provide periodic oversight of Developers field assessment work:
- Developer construction (pre excavation): Prior to and during construction, confirm 3-D grid, direct disposition of soil, sample as necessary, oversee drilling, loading of soils and prepare reports as appropriate.
- Developer construction (stockpiling): Prior to or during construction, identify or develop staging area, monitor stockpiles, document stockpile locations, and oversee loading of stockpiles.
- Provide oversight of activities for parcel development outside former UPRR excavation boundaries, as appropriate:

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

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

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

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Contract 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 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: GENERAL

300.1 CONTRACT RENEWALS. The initial performance period shall be from the Award Date through and including **June 30, 2017**. The City may, at its sole option, extend performance period for up to **four (4) one-year periods beyond June 30, 2017**. 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 Contract 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 Contract maximum not-to-exceed fee for all of the Project Task Orders is **$200,000.00 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 personnel maintaining facilities, equipment and computers.

CLASSIFICATION	RATE	UNIT
Field Monitor	$50.00	Per Hour
Staff Support and Clerical	$55.00	Per Hour
Word Processor/GIS Technician	$65.00	Per Hour
Field Technician	$75.00	Per Hour
Senior Technician	$80.00	Per Hour
Supervisory Technician/GIS Analyst	$75.00	Per Hour
Graphics	$85.00	Per Hour
Staff Professional	$85.00	Per Hour
Senior Staff Professional	$95.00	Per Hour
Project Professional/GIS Specialist	$120.00	Per Hour
Senior Professional	$135.00	Per Hour
Certified Industrial Hygienist	$145.00	Per Hour
Principal Professional	$160.00	Per Hour
Officer	$190.00	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.

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

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 include, 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
Various field equipment and analytical laboratory services (if requested) that may be required for environmental field monitoring.

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, Sub-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. Expenses incurred prior to written authorization shall not be considered for reimbursement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Contract: **Lorrie Linnert Dunford, P.E., CEM**

600.2 CITY REPRESENTATIVE'S SUPERVISOR: **Mark Sorensen**

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: **Kurt A. Goebel, CEM**

601.1.2 RESPONSIBLE IN CHARGE PERSON: **Kurt A. Goebel, CEM**

601.1.3 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: **Nevada Certified Environmental Manager CEM 1231**

601.1.4 PROJECT MANAGER: **Robert Gegenheimer, CEM**

601.1.5 TECHNICIAN/CADD: **Kevin Paprocki**

601.1.6 CLERICAL: **Liz Scheffner**

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, unless approved.

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 / Subject Matter of Contract**
Name: Converse Consultants	**Services for:** Various projects related to Symphony Park
Address: 3095 E. Patrick Lane, Ste 12, Las Vegas, NV 89120	
Telephone: 702-269-8336	**Project Number:** 15-43184-00
EIN or DUNS : 050102102	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Hashmi S.E. Quazi/CEO	10391 Corporate Dr., Redlands, CA 92374	909-796-0544
2.	Norman S. Eke/Senior Vice President	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
3.	Ruben Romero/CFO	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
4.	Kurt A. Goebel/Senior Vice President	3095 E. Patrick Ln, Ste 12, Las Vegas, NV 89120	702-269-8336
5.	Laura Tanaka/Principal Professional	3176 Pullman St, Suite 108, Costa Mesa, CA 92626	714-444-9660
6.	Beth George/Marketing Director	10391 Corporate Dr., Redlands, CA 92374	909-796-0544
7.	Mark B. Schluter/Senior Engineering Geologist	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
8.	Michael A. Van Fleet/Senior Geologist	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
9.	Danielle Ertl/Office Adminstrator	10391 Corporate Dr., Redlands, CA 92374	909-796-0544
10.	George Paler/Project Environmental Scientist	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
11.	Kathleen I. Brandmueller/Senior Engineer	4840 Mill St., Ste 5, Reno, NV 89502	775-856-3833
12.	Kathiravetpillai Sivathasan/Senior Vice President	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
13.	John Ziegler/Senior Professional	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200

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.

Kurt Goebel
Name

12TH MAY 2016
Date

Subscribed and sworn to before me this 12TH day of MAY 2016

Notary Public

JAVIER A. BERBEY
Notary Public State of Nevada
County of Clark
APPT. NO. 16-1157-1
My App. Expires Jan. 9, 2020

EXHIBIT "H"

PROJECT TASK ORDER

Number H-___

Blanket Contract Project Name:
Blanket Contract Date:
Blanket Contract Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Contract for the Consultant to provide professional services described in the Contract 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 Contract 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 Contract.

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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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**

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3. **Instructions**

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Telephone: 702-269-8336	**Project Number:** 15-43184-00
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Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Hashmi S.E. Quazi/CEO	10391 Corporate Dr., Redlands, CA 92374	909-796-0544
2.	Norman S. Eke/Senior Vice President	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
3.	Ruben Romero/CFO	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
4.	Kurt A. Goebel/Senior Vice President	3095 E. Patrick Ln, Ste 12, Las Vegas, NV 89120	702-269-8336
5.	Laura Tanaka/Principal Professional	3176 Pullman St, Suite 108, Costa Mesa, CA 92626	714-444-9660
6.	Beth George/Marketing Director	10391 Corporate Dr., Redlands, CA 92374	909-796-0544
7.	Mark B. Schluter/Senior Engineering Geologist	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
8.	Michael A. Van Fleet/Senior Geologist	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
9.	Danielle Ertl/Office Adminstrator	10391 Corporate Dr., Redlands, CA 92374	909-796-0544
10.	George Paler/Project Environmental Scientist	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
11.	Kathleen I. Brandmueller/Senior Engineer	4840 Mill St., Ste 5, Reno, NV 89502	775-856-3833
12.	Kathiravetpillai Sivathasan/Senior Vice President	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200
13.	John Ziegler/Senior Professional	717 S. Myrtle Ave., Monrovia, CA 91016	626-930-1200

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.

Kurt Goebel
Name

12th MAY 2016
Date

Subscribed and sworn to before me this 12th day of MAY 2016

Notary Public

JAVIER A. BERBEY
Notary Public State of Nevada
County of Clark
APPT. NO. 16-1157-1
My App. Expires Jan. 9, 2020

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:

For possible action to approve award of the Second Amendment to Agreement No. 110161-TF, Prime Design Services Agreement for Downtown Pedestrian and Bicycle Improvements located on First Street, Garces Avenue, Sixth Street, Third Street and Bridger Avenue - Department of Public Works - Award recommended to: VTN NEVADA ($399,420 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $399,420
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This second amendment provides for additional design services to include Third Street and to extend the project duration. This agreement is partially funded by Fuel Revenue Indexing Funds. VTN Nevada is located in Las Vegas, Nevada.

PCC: D. Collins
POC: James Thomas - (702) 873-7550

RECOMMENDATION:

That City Council approve award of the Second Amendment to Agreement No. 110161-TF, Prime Design Services Agreement for Downtown Pedestrian and Bicycle Improvements to VTN Nevada in the amount of $399,420, bringing the total Agreement amount to $1,958,270. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Second Amendment to Agreement No. 110161-TF
2. Certificate - Disclosure of Ownership/Principals

SECOND AMENDMENT

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2016, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and VTN Nevada, a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated April 6, 2011, (herein the "Agreement"), retaining the services of the Consultant for preparation of contract drawings, special provisions, and cost estimates more fully described therein in connection with the improvements for the project Downtown Pedestrian and Bicycle Improvements (herein "Project") and, First Amendment dated January 22, 2015 for additional design services for Bridger Avenue – Main Street to Sixth Street, and

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to perform additional services related to the design of 3rd Street and to extend the project duration.

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

1. Exhibit "A-2" Scope of Services, attached

2. Exhibit "B" Required Submittals, no changes

3. Exhibit "C-2" Performance Schedule, attached

4. Exhibit "D-2" Fee Breakdown is hereby amended to increase the Basic Services compensation of the Contract referenced herein by $349,420 from $1,349,390 to $1,698,810., attached

5. Exhibit "E-2" Additional Services Fee Breakdown is hereby amended to increase the allowance of additional services by $50,000 from $209,460 to $259,460., attached

6. Fee increases to Exhibit D-2 and Exhibit E-2 will result in an overall increase to the entire agreement herein from $1,558,850 to $1,958,270

7. Exhibit "F" Key Personnel List, no changes

8. Exhibit "G-2" Disclosure of Ownership/Principals, attached.

9. All other provisions of the Contract remain in force and effect.

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

CITY OF LAS VEGAS

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

VTN Nevada

By: _____
James Thomas, P.E. Date
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/10/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONTRACT AMENDMENT NO. 2

EXHIBIT "A-2"

SCOPE OF SERVICES

The items described below account for work outside of the effort originally documented in the Basic Services Professional Agreement. The scope of work for Downtown Pedestrian and Bicycle project will be modified as follows:

The current roadway design for 3rd Street will be revised to reflect the reduced roadway cross section, elimination of driveway access points where possible, and updated street scape. VTN will retain Design Workshop to develop alternative and final conceptual plans for the linear park based on input from the City, Stakeholders and public. The final design concept plan for the linear park will be used to develop construction documents for the linear park along with the adjacent roadway and streetscape. Consultant will also provide additional project management attendance at additional meetings, additional submittals and design reviews. In addition, Consultant will prepare new Record of Survey for 3rd Street – Charleston Boulevard to Fremont Street. Additional details of the linear park elements and design changes are summarized below:

Scope

- Assist in developing conceptual plans with Design Workshop to provide "Big Idea" concepts for the linear park
- Assist in developing a final design concept for the linear with enough detail to convey design intent to be used for preparation of construction documents
- Attend two public meetings for linear park concept development
- Conduct up to 15 potholes of existing utilities to assist with the design and preparation of Subsurface Utility Engineering
- Prepare and process for recordation a new Record of Survey within the City's coordinate system for 3rd Street
- Prepare legals and exhibits to accompany AEPs
- Provide updated design survey for areas containing new improvements
- Prepare 60%, 90%, Pre-Final, and Final Plans and Special Provisions
- Provide Bid Phase Support
- Provide Construction Phase Support
- Coordinate the design with the Southwick Landscape Architect and TJK

Design Workshop's Scope

- Summary of existing information and project goals.
- Stakeholder and Public Outreach Strategy document
- Summary analysis report including metrics, site photographs and base maps analysis diagrams to be shared with Stakeholders and guide concept development.
- Base maps and opportunities and constraints mapping for use throughout the planning process.
- Diagrammatic Concepts (5)
- Provide public notices, handouts, graphics and support material necessary for the various meetings for the public meeting.
- Refined Concepts (3)

- Supporting Imagery, Sections and Illustrations
- Summary Report of Design Alternatives and feedback.
- Final Concept Design Concept (1)
- Supporting Imagery, Sections and Illustrations
- Provide public notices, handouts, graphics and support material necessary for the public meeting.
- Digital copy of document and all CAD related files to be packaged and provided to VTN and Southwick Landscape Architects.

Southwick Landscape Architects (SLA)'s Scope

- Coordination of the conceptual design with Design Workshop as outlined below.
- Preparation of a landscape design review plan showing the proposed landscape layout as required by the City of Las Vegas planning department. Address all design review comments until approval is given.
- Calculation of landscape areas and coverage requirements as required by the City of Las Vegas Title 19A.
- Planting plan showing the location, size and type of all plant material.
- Planting details showing proper installation techniques for all plant material specified.
- Irrigation plan showing the location, size and type of all irrigation equipment necessary for a 100% coverage system.
- Irrigation details showing proper installation techniques for all irrigation equipment specified.
- Hardscape plan showing the location, size and material type for walkways, play equipment, picnic areas, dog runs, shade structures, interactive attractions, site furniture, or other programmed space as determined by the Design Workshop Concepts.
- Hardscape details showing design intent for the hardscape elements specified. Structural calculations are not included and are to be done by others.
- Landscape specifications.

TJK Consulting Engineers, Inc. (TJK)'s Scope

- Design for and coordinate new or re-use of existing electrical service points along 3rd street for the new street lights.
- Provide load verification calculation for each of the street lighting circuits along 3rd street.
- Provide load calculation for new and existing service pedestals that new lighting will be connecting to.
- Provide lighting design for:
    - Street light.
    - Pedestrian walkway (estimated at 1,440"-0").
    - Park element such as:
    - Play area
    - Picnic area
    - Dog runs
    - Shade structure
    - General power outlet layout throughout the park
    - Tree up lighting
- Provide general purpose outlet design at the top of the street lights or at the base of the trees on separate circuits from the street lights.

- Provide service pedestal design for street light control (TEFO) and park element control (Park Department).
- Utility coordination consisting of attending up to two (2) meetings with NV Energy to coordinate the electrical service point.
- Attend field verification of existing electrical service and identify new electrical service point for street lighting system.
- Specifications for electrical system at 90% pre-final and final submittal.

END OF EXHIBIT "A-2"

EXHIBIT "C-2"

PERFORMANCE SCHEDULE

ARTICLE 301: PERFORMANCE SCHEDULE

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

PHASE FIRST AMENDMENT	CALENDAR DAYS TO COMPLETE	REMARKS
Bridger Avenue – Additional Reviews and Submittals	180	
Bridger Avenue – Construction Support CMAR	180	
3RD Street – Additional Design Elements/Changes	90	
3RD Street – Split Plans (Federal and FRI)	180	
3RD Street – Bid Phase (Federal)	60	
3RD Street – Construction Support (Federal)	150	
3RD Street – Bid Phase (FRI)	60	
3RD Street – Construction Support (FRI)	210	
TOTAL CALENDAR DAYS TO COMPLETE:	1110	
PHASE SECOND AMENDMENT		
60% Design Phase	90	3rd Street 60% Design
90% Design Phase	60	3rd Street 90% Design
100% Design Phase	60	3rd Street 100% Design
Final Design Phase	60	3rd Street Mylar Design
Bid Phase	75	3rd Street Bid Support
Construction Phase	300	3rd Street Construction Support
Post Construction Phase	60	3rd Street Post Construction Support
GRAND TOTAL CALENDAR DAYS TO COMPLETE:	1815	

END OF EXHIBIT "C-2"

EXHIBIT "D-2"

FEE BREAKDOWN
BASIC SERVICES FEES

TASK	DESCRIPTION	Project Manager	Team Leader	Project Engineer	Design Technicain	Land Surveyor	Survey Crew	Admin/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$170	$150	$120	$115	$150	$210	$70			
101	PRELIMINARY AND GENERAL ITEMS										
101.1	Project Management	16	8	0	0	0	0	0	24	$0.00	$3,920.00
101.2	Kick-Off Meeting and Progress Meetings	12	12	0	0	0	0	0	24	$0.00	$3,840.00
101.3	Utility and Agency Coordination	2	8	8	4	0	0	16	38	$0.00	$4,080.00
101.4	Project Permits	2	6	8	0	0	0	0	16	$0.00	$2,200.00
101.5	Survey	0	0	0	0	16	24	0	40	$0.00	$7,440.00
101.6	Right-of-Way	0	8	0	90	45	0	0	135	$0.00	$17,100.00
	Record of Survey	0	0	0	0	40	24	0	64	$0.00	$11,040.00
101.7	Records Review, Information Research and Analysis of Data	0	8	8	16	24	0	0	56	$0.00	$7,600.00
101.8	Subsurface Utility Engineering (SUE) Services	2	16	16	24	0	8	0	66	$16,500.00	$25,600.00
101.9	Conceptual Landscape Design	24	32	16	40	0	0	0	112	$58,200.00	$73,600.00
101	Subtotal Hours	58	90	56	174	125	56	16	575		
101	Subtotal Fee	$9,860.00	$13,500.00	$6,720.00	$20,010.00	$18,750.00	$11,760.00	$1,120.00		$74,700.00	$156,420.00
102	60% DESIGN PHASE										
102.1.1	60% Design Phase Plans	24	40	40	100	0	0	0	204	$32,400.00	$58,780.00
102.1.2	60% Design Phase Construction Cost Estimate	2	4	8	16	0	0	0	30	$0.00	$3,740.00
102.1.3	60% Design Phase Special Provisions	16	16	16	0	0	0	8	56	$0.00	$7,600.00
102.1.4	60% Walk Through	4	4	0	0	0	0	0	8	$0.00	$1,280.00
102	Subtotal Hours	46	64	64	116	0	0	8	298		
102	Subtotal Fee	$7,820.00	$9,600.00	$7,680.00	$13,340.00	$0.00	$0.00	$560.00		$32,400.00	$71,400.00
103	90% DESIGN PHASE										
103.1.1	90% Design Phase Plans	24	40	40	100	0	0	0	204	$16,500.00	$42,880.00
103.1.2	90% Design Phase Construction Cost Estimate	2	4	8	16	0	0	0	30	$0.00	$3,740.00
103.1.3	90% Design Phase Special Provisions	8	16	16	0	0	0	0	40	$0.00	$5,680.00
103	Subtotal Hours	34	60	64	116	0	0	0	274		
103	Subtotal Fee	$5,780.00	$9,000.00	$7,680.00	$13,340.00	$0.00	$0.00	$0.00		$16,500.00	$52,300.00
104	100% DESIGN PHASE										
104.1.1.1	100% Pre-Final (Bond) Submittal	24	40	40	100	0	0	0	204	$4,700.00	$31,080.00
104.1.1.2	100% Final (Mylar) Submittal	8	24	24	40	0	0	0	96	$1,300.00	$13,740.00
104	Subtotal Hours	32	64	64	140	0	0	0	300		
104	Subtotal Fee	$5,440.00	$9,600.00	$7,680.00	$16,100.00	$0.00	$0.00	$0.00		$6,000.00	$44,820.00
105	BID PHASE										
105.1	Pre-Bid Conference	2	2	0	0	0	0	0	4	$0.00	$640.00
105.2	Bid Requests and Responses	8	16	16	0	0	0	0	40	$0.00	$5,680.00
105.3	Bid Opening	2	2	0	0	0	0	0	4	$0.00	$640.00
105	Subtotal Hours	12	20	16	0	0	0	0	48		
105	Subtotal Fee	$2,040.00	$3,000.00	$1,920.00	$0.00	$0.00	$0.00	$0.00		$0.00	$6,960.00
106	CONSTRUCTION PHASE										
106.1	Pre-Construction Meeting	2	2	0	0	0	0	0	4	$0.00	$640.00
106.2	Submittal Review	8	16	16	24	0	0	0	64	$0.00	$8,440.00
106.3	Construction Support Services	8	16	16	24	0	0	0	64	$0.00	$8,440.00
106	Subtotal Hours	18	34	32	48	0	0	0	132		
106	Subtotal Fee	$3,060.00	$5,100.00	$3,840.00	$5,520.00	$0.00	$0.00	$0.00		$0.00	$17,520.00
	Total Services Hours	200	332	296	594	125	56	24	1,627		
	Total Services Fee	$34,000.00	$49,800.00	$35,520.00	$68,310.00	$18,750.00	$11,760.00	$1,680.00		$129,600.00	$349,420.00

END OF EXHIBIT "D-2"

EXHIBIT "E-2"

ADDITIONAL COMPENSATION
ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Manager	Team Leader	Project Engineer	Design Technicain	Land Surveyor	Survey Crew	Admin/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$170	$150	$120	$115	$150	$210	$70			
	Additional Services										
	Additional Design	50	50	80	100	30	40		350	$0.00	$50,000.00
	Meetings								0	$0.00	$0.00
	Utility and Agency Coordination								0	$0.00	$0.00
	Project Permits								0	$0.00	$0.00
	Survey								0	$0.00	$0.00
	Right-of-Way								0	$0.00	$0.00
	Conceptual Landscape Design								0	$0.00	$0.00
	Subtotal Hours	50	50	80	100	30	40	0	350		
	Subtotal Fee	$8,500.00	$7,500.00	$9,600.00	$11,500.00	$4,500.00	$8,400.00	$0.00		$0.00	$50,000.00

END OF EXHIBIT "E-2"

EXHIBIT "G-2"

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: VTN Nevada	**Services for:** Downtown Pedestrian and Bicycle Improvements, 3rd Street (Hoover to Bonneville)
Address: 2727 S. Rainbow Blvd. Las Vegas, NV 89146	
Telephone: 702-873-7550	**Project Number:** Hansen 54616
EIN or DUNS : 88-0087383	

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.	Gene D. Krametbauer / President	2727 S. Rainbow Blvd.	Las Vegas, NV 89146	702-873-7550
2.	James A. Thomas / Vice President	2727 S. Rainbow Blvd.	Las Vegas, NV 89146	702-873-7550
3.	Robert C. Hosea / Principal	2727 S. Rainbow Blvd.	Las Vegas, NV 89146	702-873-7550
4.	Anthony Zicari / Principal	2727 S. Rainbow Blvd.	Las Vegas, NV 89146	702-873-7550
5.	David Edwards / Principal	2727 S. Rainbow Blvd.	Las Vegas, NV 89146	702-873-7550
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.

K. A. Hosea
Name

4.1.16
Date

Subscribed and sworn to before me this 1st day of April, 2016

Tammy Holt
Notary Public

TAMMY HOLT
Notary Public State of Nevada
No. 12-8194-1
My appt. exp. June 7, 2016

END OF EXHIBIT "G-2"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a conveyance of easement in favor of the City of Las Vegas from Summerlin North Community Association on the west side of South Pavilion Center Drive at Greenmoor Lane, APN 137-36-197-003 - Ward 2 (Beers)

Fiscal Impact

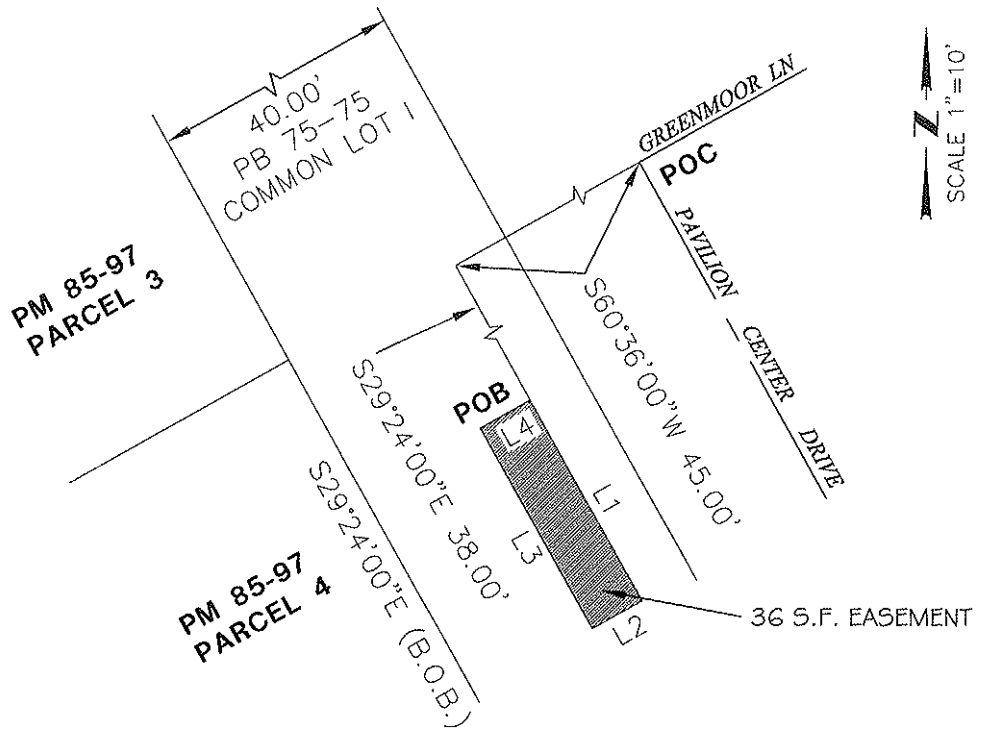
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This easement will allow for the construction of a monument sign for the Pavilion Center Pool at the parking lot entry on the south side of the Veterans Memorial Leisure Center.

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 interest in real property.

BACKUP DOCUMENTATION:
Exhibit Map

PORTION OF NW 1/4 NW 1/4 SEC 36, T20S, R59E, M.D.M.



COURSE TABLE		
NO.	BEARING	LENGTH
L1	S29°24'00"E	12.00'
L2	S60°36'00"W	3.00'
L3	N29°24'00"W	12.00'
L4	N60°36'00"E	3.00'

DEPARTMENT OF OPERATIONS AND MAINTENANCE RIGHT-OF-WAY SECTION DATE: JULY 2015 DRAWN BY: BYU SHEET: 1 OF 1	PAVILION CENTER SIGN EASEMENT SOUTH OF GREENMOOR LANE WEST OF PAVILION CENTER DRIVE

8/12/15 F:\PW_DEPARTMENT\SDSKPROJ\RIGHT-OF-WAY\RW PLATS\PAVILION SIGN.DWG

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Right-of-Way Dedication from Summerlin North Community Association to the City of Las Vegas (CLV) on Canyon Run Drive, west of North Rampart Boulevard, APN 138-29-497-010, 012 - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:

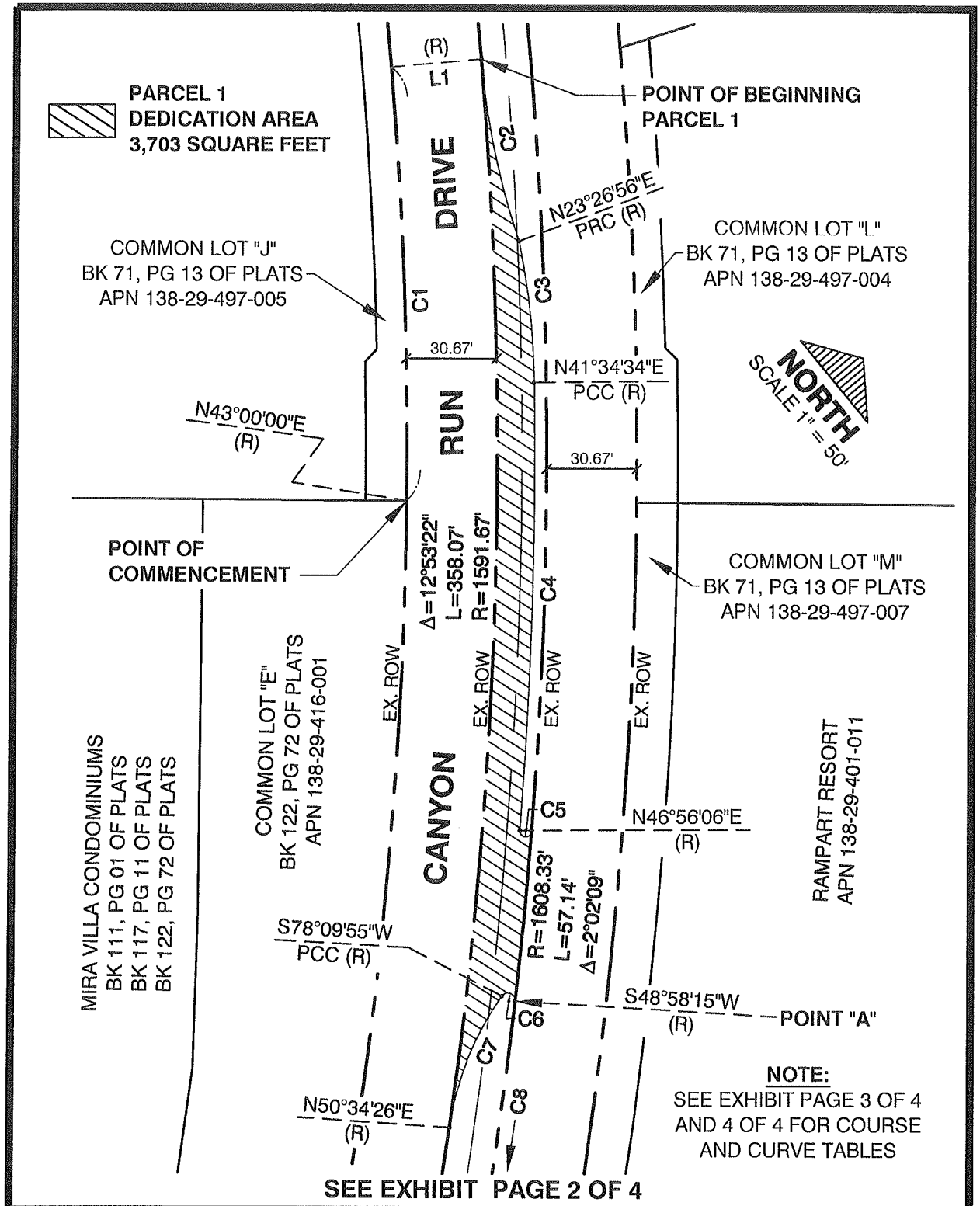
This Right-of-Way Dedication will allow for CLV maintenance of left turn pockets and left turn lanes along a section of Canyon Run Drive, west of North Rampart Boulevard.

RECOMMENDATION:

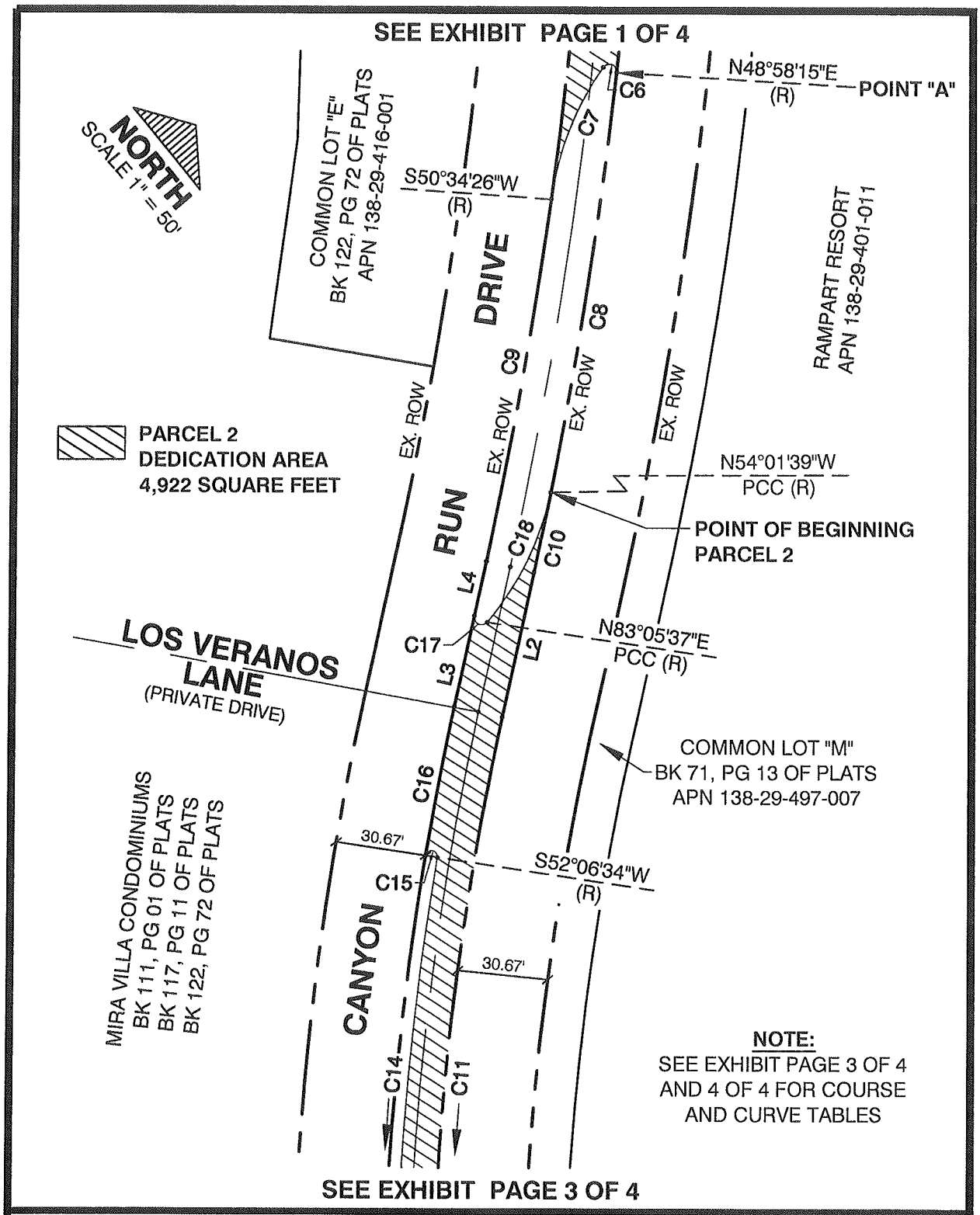
Approval. If approved, the Operations and Maintenance Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of interests in real property.

BACKUP DOCUMENTATION:

Exhibit Map



DEPARTMENT OF PUBLIC WORKS	SUMMERLIN VILLAGE 3
SURVEY SECTION	
EXHIBIT PAGE 1 OF 4	CANYON RUN DRIVE
M15004 RWM	RIGHT-OF-WAY DEDICATION
MAY 21, 2015	

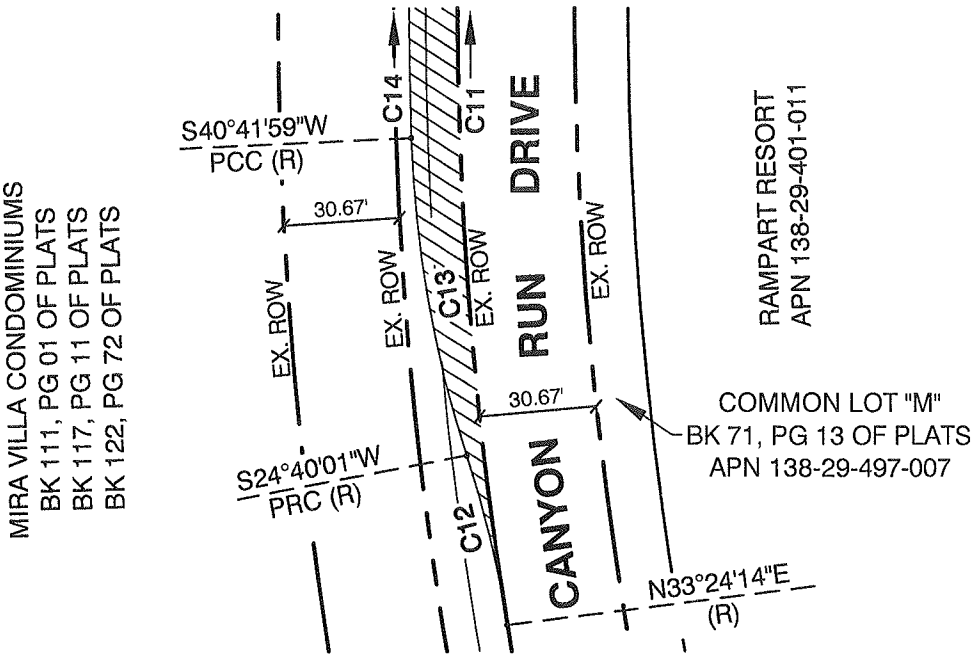


DEPARTMENT OF PUBLIC WORKS	SUMMERLIN VILLAGE 3
SURVEY SECTION	
EXHIBIT PAGE 2 OF 4	CANYON RUN DRIVE
M15004 RWM	RIGHT-OF-WAY DEDICATION
MAY 21, 2015	

PARCEL 2
DEDICATION AREA
4,922 SQUARE FEET

NORTH
SCALE 1" = 50'

SEE EXHIBIT PAGE 2 OF 4



COURSE TABLE		
NO.	BEARING	LENGTH
L1	N37°41'04"E	30.67'
L2	S35°00'00"E	49.70'
L3	N35°00'00"W	31.08'
L4	N35°00'00"W	18.62'

NOTE:
SEE EXHIBIT PAGE 4 OF 4
FOR CURVE TABLES

DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION
EXHIBIT PAGE 3 OF 4
M15004 RWM
MAY 21, 2015

SUMMERLIN VILLAGE 3

CANYON RUN DRIVE RIGHT-OF-WAY DEDICATION

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	1561.00'	5°18'56"	144.82'	72.46'
C2	250.00'	14°14'08"	62.11'	31.22'
C3	250.00'	10°53'09"	47.50'	23.82'
C4	1604.33'	5°21'32"	150.05'	75.08'
C5	2.00'	180°00'00"	6.28'	INFINITY'
C6	2.50'	150°48'20"	6.58'	9.60'
C7	99.50'	27°35'29"	47.92'	24.43'
C8	1608.33'	5°03'24"	141.94'	71.02'
C9	1591.67'	4°25'34"	122.95'	61.51'
C10	1608.33'	0°58'21"	27.30'	13.65'
C11	991.67'	21°35'46"	373.78'	189.14'
C12	300.00'	8°24'47"	44.05'	22.07'
C13	300.00'	16°01'58"	83.95'	42.25'
C14	1004.33'	11°24'35"	200.00'	100.33'
C15	2.00'	180°00'00"	6.28'	INFINITY'
C16	1008.33'	2°53'26"	50.87'	25.44'
C17	2.50'	151°54'23"	6.63'	9.99'
C18	99.50'	28°13'58"	49.03'	25.02'

NOTE:
SEE EXHIBIT PAGE 3 OF 4
FOR COURSE TABLES

DEPARTMENT OF PUBLIC WORKS
SURVEY SECTION
EXHIBIT PAGE 4 OF 4
M15004 RWM
MAY 21, 2015

SUMMERLIN VILLAGE 3

CANYON RUN DRIVE RIGHT-OF-WAY DEDICATION

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Cultivation Establishment License MEDICAL MARIJUANA GROUP, INC. dba MMG AGRICULTURE, LLC at 7754 Security Circle - Reno, Nevada

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Cultivation Establishment License.

RECOMMENDATION:
Recommend approval, subject to the following conditions:

1. Independent laboratory must make the selections of all random samples, provide transportation, and maintain chain of custody of all samples.
2. Must operate in compliance with Title 6.95.130 (B-F).
3. This license is only valid with an active license for the same activity, ownership, and location from the primary local licensing jurisdiction.

BACKUP DOCUMENTATION:
Ownership

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 1, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Cultivation Establishment License MEDICAL MARIJUANA GROUP, INC. dba MMG AGRICULTURE, LLC at 7754 Security Circle

---

OWNERSHIP:

MEDICAL MARIJUANA GROUP, INC.

Darin Nelson, President
Anita Noble, Director, Vice-President
Alon Rosenfeld, Director, Vice-President
Sarah Rosenfeld, Secretary
Michael Nusbaum, Treasurer
Nusbaum Family Trust
Michael Nusbaum, Trustee
Heather Nusbaum, Trustee
Maya Wilson, Beneficiary
David Nusbaum, Beneficiary
Jaime Eltzroth, Shareholder
Jeff Haas, Shareholder
Jake Racicot, Shareholder
Melinda Goodkin, Shareholder
Garland Maciel, Shareholder
Shelli Pollman, Shareholder

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Restricted Gaming License for GOLDEN BAR & GAMING, LLC dba GOLDEN LIQUOR & GAMING at 2520 Arville Street - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Temporary Restricted Gaming License for 15 Slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

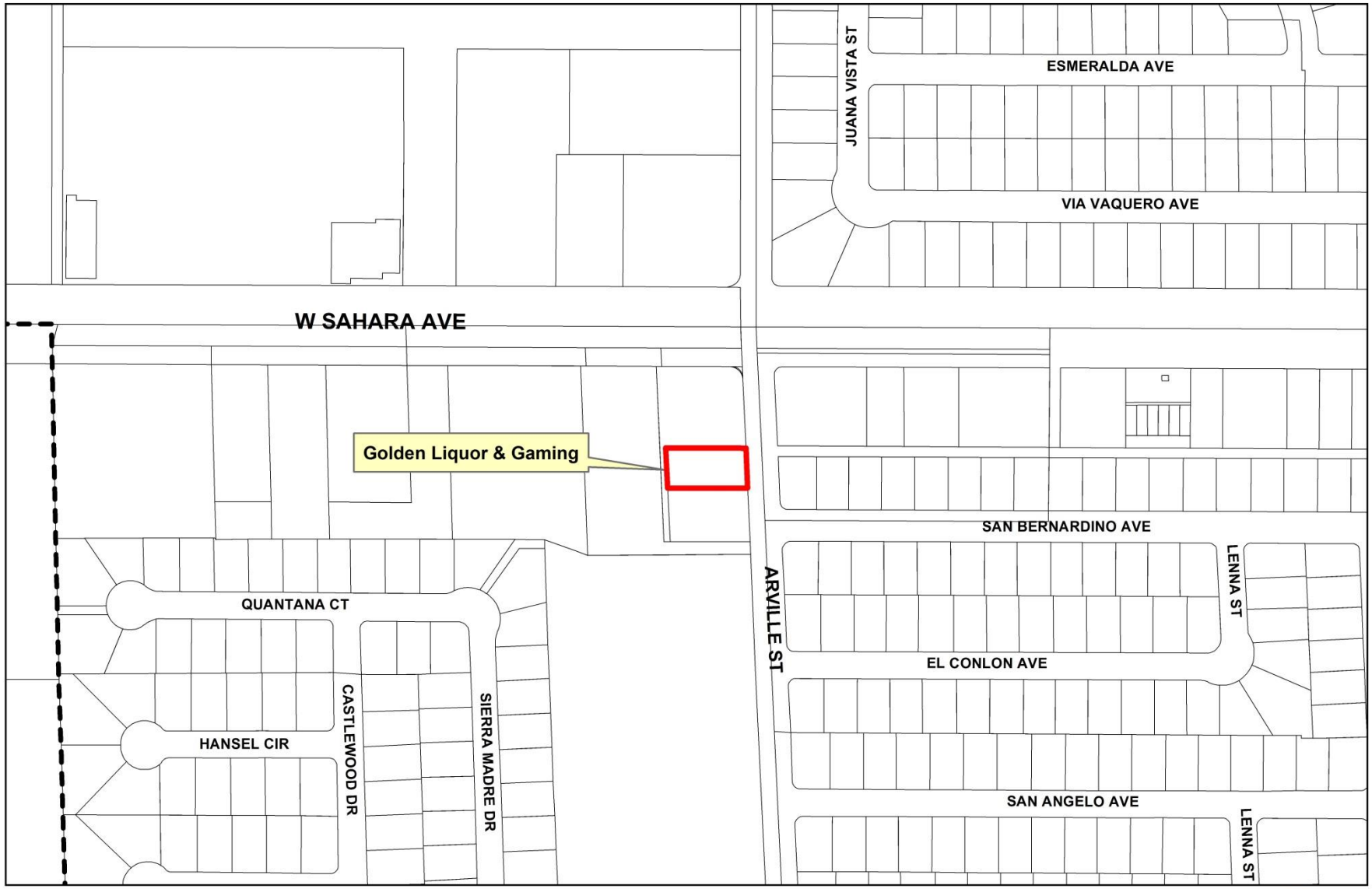
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 1, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Restricted Gaming License for GOLDEN BAR & GAMING, LLC dba GOLDEN LIQUOR & GAMING at 2520 Arville Street

---

OWNERSHIP:

GOLDEN BAR & GAMING, LLC
Amer Panou, Managing Member
Amar Panou, Managing Member



Golden Liquor & Gaming
2520 Arville Street
Ward 1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, May 10, 2016

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: B.W. CORP TO: GOLDEN BAR & GAMING LLC dba GOLDEN LIQUOR & GAMING at 2520 Arville Street - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Temporary Tavern License for a Change of Ownership.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

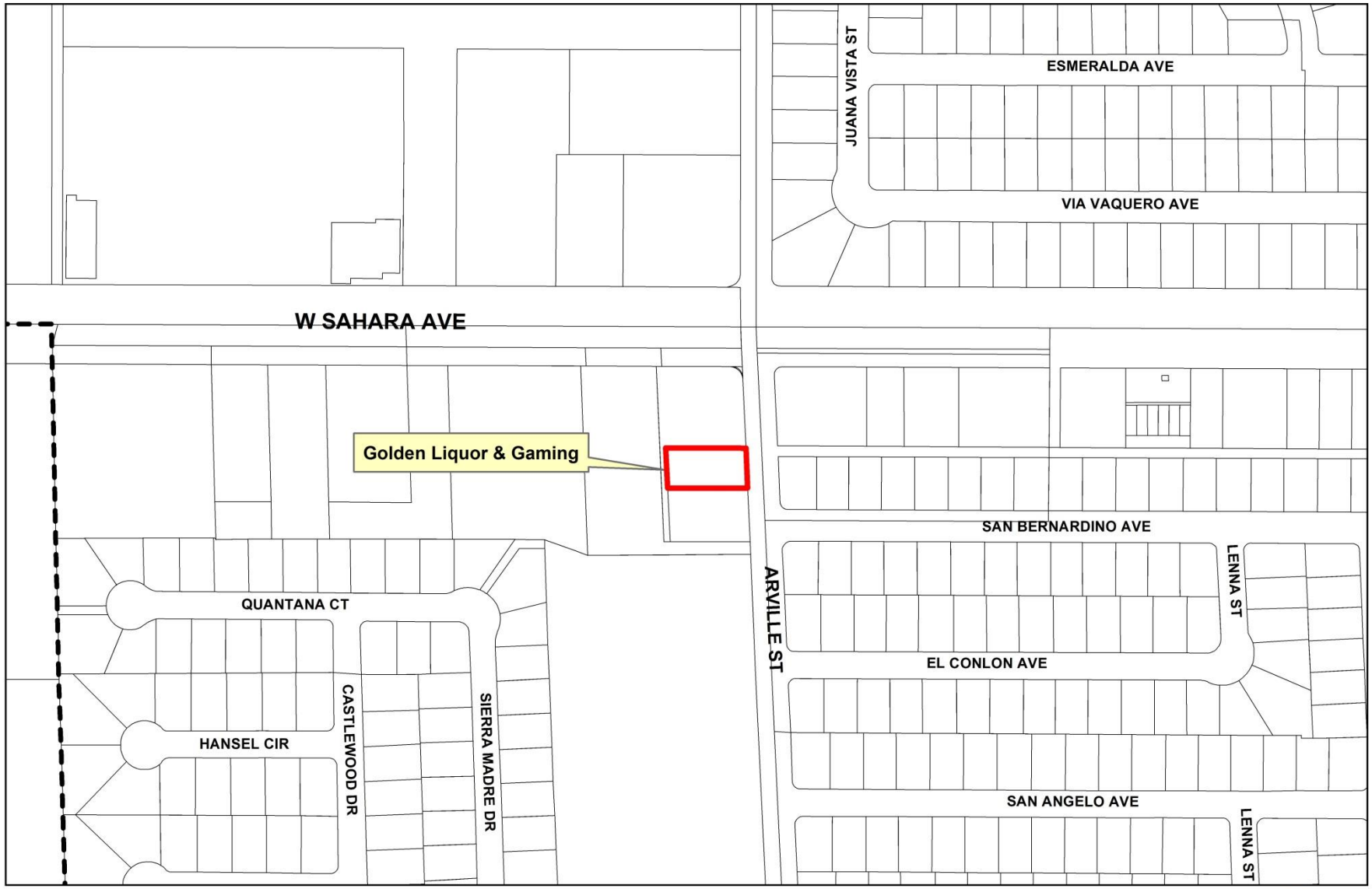
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 1, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Tavern License for a Change of Ownership FROM: B.W. CORP TO: GOLDEN BAR & GAMING, LLC dba GOLDEN LIQUOR & GAMING at 2520 Arville Street

---

OWNERSHIP:

GOLDEN BAR & GAMING, LLC
Amer Panou, Managing Member
Amar Panou, Managing Member



Golden Liquor & Gaming
2520 Arville Street
Ward 1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, May 10, 2016

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Restricted Gaming License for MUDDY MUTTS, LLC dba WASH N SAVE LAUNDROMAT at 235 North Eastern Avenue, Suite #124 [Benjamin Rudnitsky, Owner] - Ward 3 (Coffin)

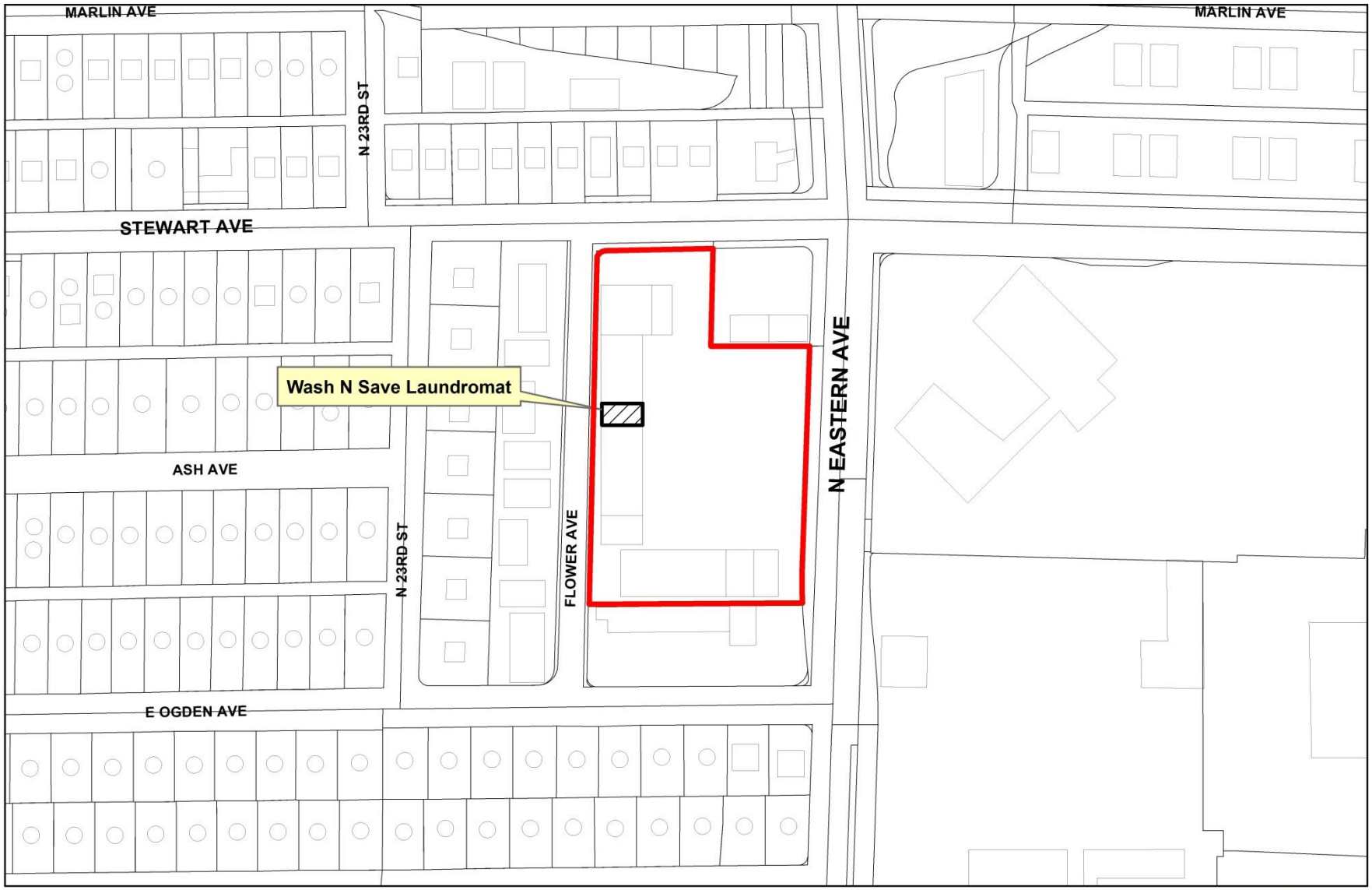
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Restricted Gaming License for 5 Slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Wash N Save Laudromat
235 North Eastern Avenue, Suite #124
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, May 10, 2016

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
For possible action to approve Seventh Supplemental Interlocal Contract LAS24E07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date for the Gowan Outfall - Lone Mountain Branch, Rancho Drive to Decatur Boulevard - Wards 4 and 6 (Anthony and Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On July 12, 2007, the District approved an Interlocal Contract for design engineering for the Gowan Outfall - Lone Mountain Branch (Rancho Drive to Decatur Boulevard) storm drain project. The First Supplemental Interlocal Contract dated December 13, 2007 was approved to increase funding and extended the project completion date. Second Supplemental Interlocal Contract dated November 12, 2009 was approved to extend the project completion date. Third Supplemental Interlocal Contract dated October 13, 2011 was approved to decrease project funding and extend the project completion date. Fourth Supplemental Interlocal Contract dated June 13, 2013 was approved to extend the project completion date. Fifth Supplemental Interlocal Contract dated August 14, 2014 was approved to increase project funding. Sixth Supplemental Interlocal Contract dated May 21, 2015 was approved to extend the project completion date. This Seventh Supplemental Interlocal Contract will extend the project completion date from June 30, 2016 to June 30, 2017 as more time is needed to complete the Letter of Map Revision. The CCRFCD approved this Seventh Supplemental contract at their April 14, 2016 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract LAS24E07

SEVENTH SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN OUTFALL – LONE MOUNTAIN BRANCH (RANCHO DRIVE TO DECATUR BOULEVARD)

THIS SEVENTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of April, 2016 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan as Structure Numbers GOLO 0152, 0165, 0228, 0253 and GOLO 0275, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated July 12, 2007, First Supplemental Interlocal Contract dated December 13, 2007, Second Supplemental Interlocal Contract dated November 12, 2009, Third Supplemental Interlocal Contract dated October 13, 2011, Fourth Supplemental Interlocal Contract dated June 13, 2013, the Fifth Supplemental Interlocal Contract dated August 14, 2014 and the Sixth Supplemental Interlocal Contract dated May 21, 2015 were entered into between the CITY and the DISTRICT; and,

WHEREAS, the City wishes to extend the Project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2017. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated July 12, 2007, First Supplemental Interlocal Contract dated December 13, 2007, Second Supplemental Interlocal Contract dated November 12, 2009, Third Supplemental Interlocal Contract dated October 13, 2011, Fourth Supplemental Interlocal Contract dated June 13, 2013 the Fifth Supplemental Interlocal Contract dated August 14, 2014 and the Sixth Supplemental Interlocal Contract dated May 21, 2015 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Seventh Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

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

Approved as to Form

By: John S. Ridilla 5/17/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

April 14, 2016

Regional Flood Control District

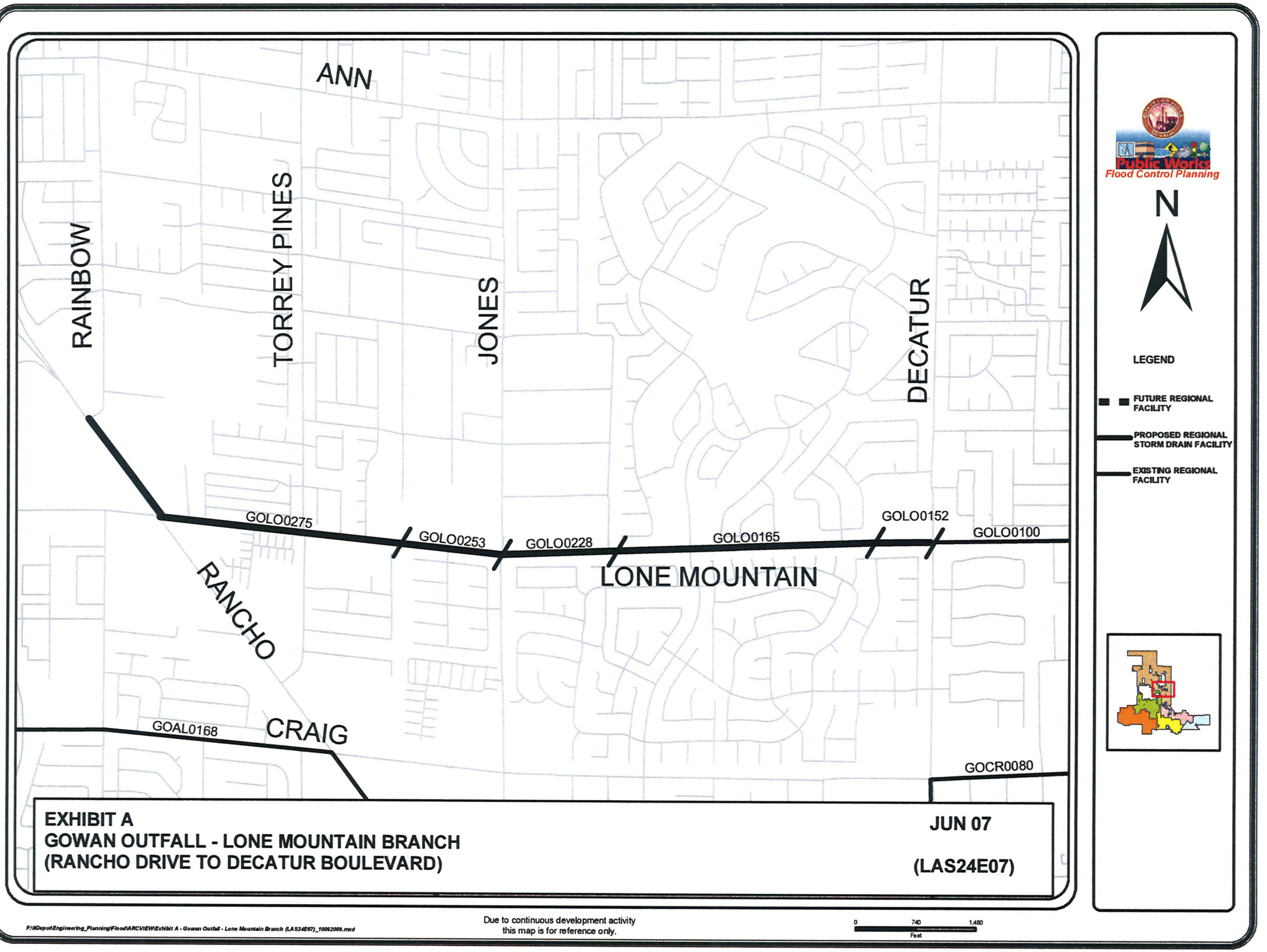
By: Lawrence L. Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: 4/19/16
Christopher Figgins Date
Chief Deputy District Attorney


ANN
RAINBOW
TORREY PINES
JONES
DECATUR
GOLO0275
GOLO0253
GOLO0228
GOLO0165
GOLO0152
GOLO0100
LONE MOUNTAIN
RANCHO
CRAIG
GOAL0168
GOCR0080
Public Works
Flood Control Planning
N
LEGEND
FUTURE REGIONAL FACILITY
PROPOSED REGIONAL STORM DRAIN FACILITY
EXISTING REGIONAL FACILITY
EXHIBIT A
GOWAN OUTFALL - LONE MOUNTAIN BRANCH
(RANCHO DRIVE TO DECATUR BOULEVARD)
JUN 07
(LAS24E07)
F:\BDepot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Gowan Outfall - Lone Mountain Branch (LAS24E07)_10062006.mxd
Due to continuous development activity this map is for reference only.
0
740
1,480
Feet

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
For possible action to approve Fifth Supplemental Interlocal Contract LAS22K08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date for the Las Vegas Wash - Grand Teton, Mountain Spa to Durango Drive - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On August 14, 2008 the District approved an Interlocal Contract to provide funding for design and environmental mitigation for the Las Vegas Wash - Grand Teton, Mountain Spa to Buffalo Drive project. On July 8, 2010 a First Supplemental Interlocal Contract was approved to extend the project completion date. On July 14, 2011 a Second Supplemental Interlocal Contract was approved to change the scope, increase funding and change the project name. On February 9, 2012 a Third Supplemental Interlocal Contract was approved to increase funding for engineering design. On May 21, 2015 a Fourth Supplemental Interlocal Contract was approved to extend the project completion date. This Fifth Supplemental Interlocal Contract will extend the project completion date from June 30, 2016 to June 30, 2017 as additional time is required to complete the project closeout. The CCRFCD approved this Fifth Supplemental contract at their April 14, 2016 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract LAS22K08

FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT

LAS VEGAS WASH – GRAND TETON, MOUNTAIN SPA TO DURANGO DRIVE

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of April, 2016 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan as Structure Numbers LVMD 2632, 2661, 2711, 2737, 2763 and 2789 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated August 14, 2008, the First Supplemental Interlocal Contract dated July 8, 2010, the Second Supplemental Interlocal Contract dated July 14, 2011, the Third Supplemental Interlocal Contract dated February 9, 2012 and the Fourth Supplemental Interlocal Contract dated May 21, 2015 were entered between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2017. The DISTRICT may, at any

time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 14, 2008, the First Supplemental Interlocal Contract dated July 8, 2010, the Second Supplemental Interlocal Contract dated July 14, 2011, the Third Supplemental Interlocal Contract dated February 9, 2012 and the Fourth Supplemental Interlocal contract dated May 21, 2015 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fifth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn D. Holmes, MMC
City Clerk

Approved as to form

By: John S. Ridilla 5/17/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

April 14, 2016

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: [signature] 4/20/16
Christopher Figgins Date
Chief Deputy District Attorney

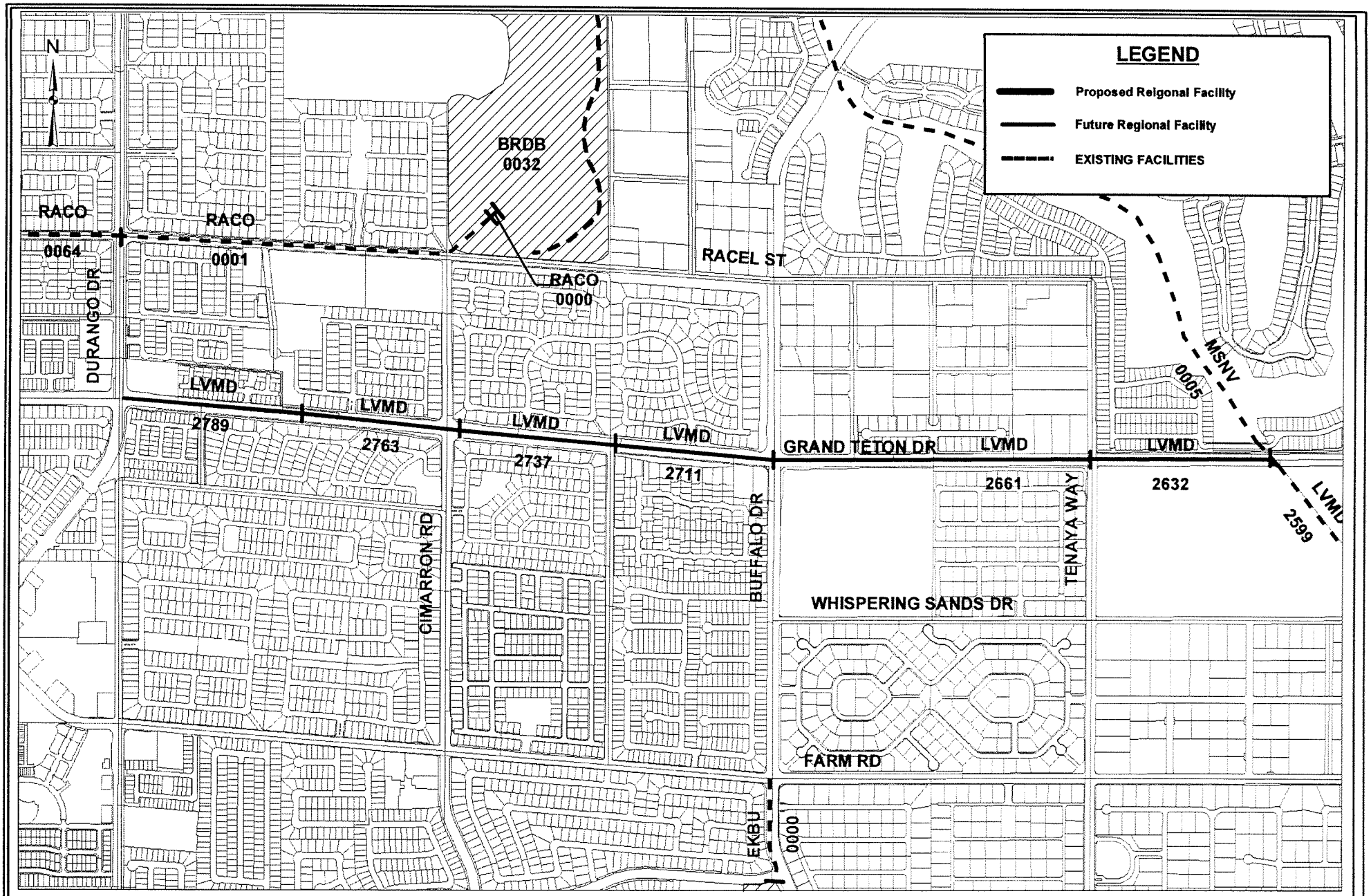


EXHIBIT A

JUNE 11

LAS VEGAS WASH - GRAND TETON, MOUNTAIN SPA TO DURANGO DRIVE (LAS22K08)

F:\\Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\EXHIBITS\Exhibit A - Las Vegas Wash Middle Branch - Grand Teton Storm Drain.mxd

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

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

Fiscal Impact

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

PURPOSE/BACKGROUND:
On December 10, 2009, the District approved an Interlocal Contract for design, right-of-way and environmental mitigation associated with the Rancho System - Beltway to Elkhorn project. On April 12, 2012, the First Supplemental Interlocal Contract extended the project complete date. On April 10, 2014, the Second Supplemental Interlocal Contract extended the project completion date. On June 12, 2014, the Third Supplemental Interlocal Contract increased funding and reallocated funding within the Interlocal contract. This Fourth Supplemental Interlocal Contract will extend the project completion date from June 30, 2016 to June 30, 2017 as additional time is needed to complete the project closeout. The CCRFCD approved this Fourth Supplemental contract at their April 14, 2016 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract LAS16J09

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

RANCHO SYSTEM – BELTWAY TO ELKHORN

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of April, 2016 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and,

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Numbers RCHB 0227 and RCHB 0250, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

WHEREAS, the Interlocal Contract dated December 10, 2009, First Supplemental Interlocal Contract dated April 12, 2012, Second Supplemental Interlocal Contract dated April 10, 2014 and Third Supplemental Interlocal Contract dated June 12, 2014 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2017. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated December 10, 2009, First Supplemental Interlocal Contract dated April 12, 2012, Second Supplemental Interlocal Contract dated April 10, 2014 and Third Supplemental Interlocal Contract dated June 12, 2014 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn D. Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 5/17/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

April 14, 2016

Regional Flood Control District

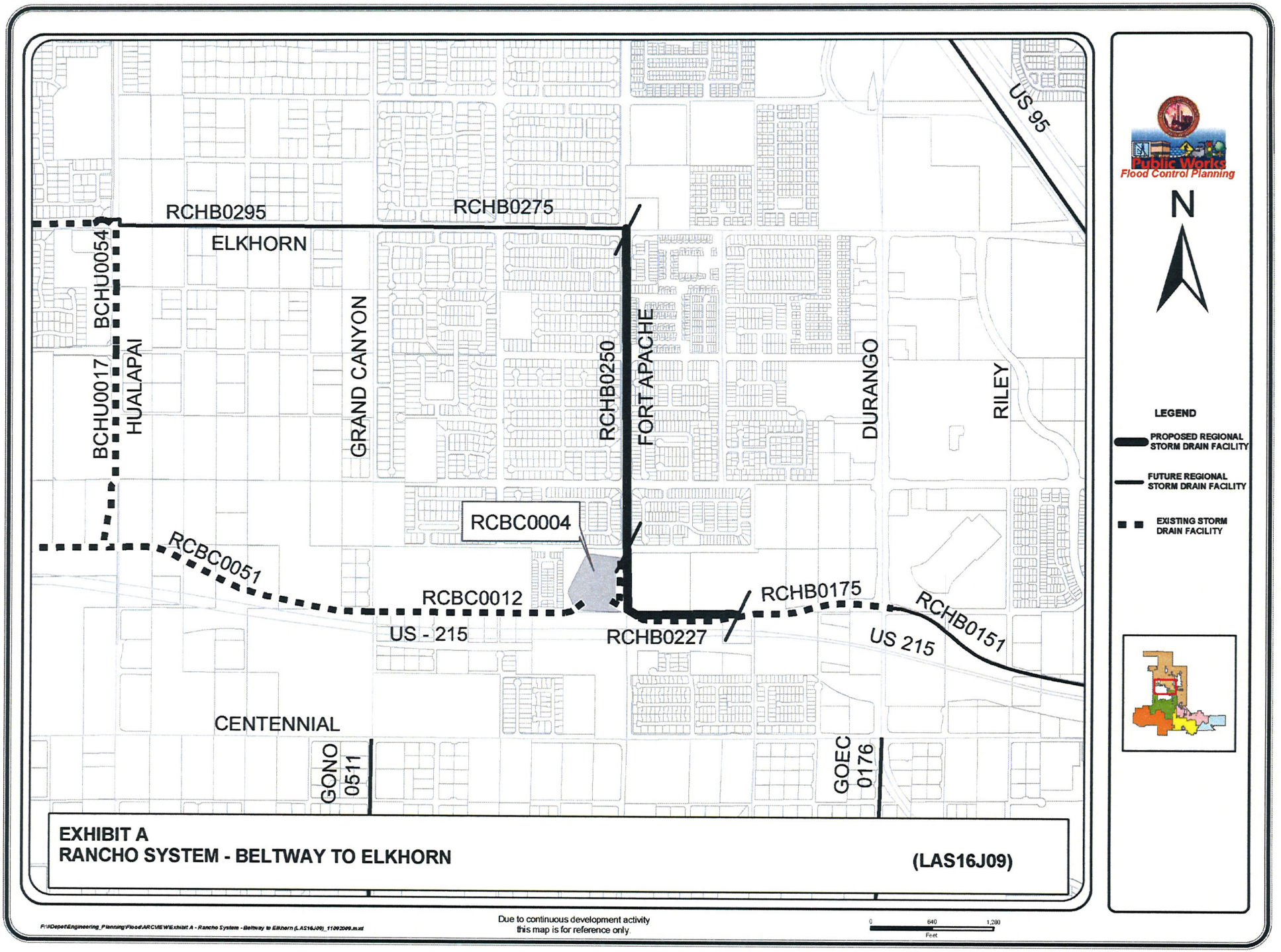
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: 4/20/16
Christopher Figgins Date
Chief Deputy District Attorney


RCHB0295
RCHB0275
ELKHORN
BCHU0054
BCHU0017
HUALAPAI
GRAND CANYON
RCHB0250
FORT APACHE
DURANGO
RILEY
US 95
RCBC0004
RCBC0051
RCBC0012
US - 215
RCHB0227
RCHB0175
RCHB0151
US 215
CENTENNIAL
GONO 0511
GOEC 0176
Public Works
Flood Control Planning
N
LEGEND
PROPOSED REGIONAL STORM DRAIN FACILITY
FUTURE REGIONAL STORM DRAIN FACILITY
EXISTING STORM DRAIN FACILITY
EXHIBIT A
RANCHO SYSTEM - BELTWAY TO ELKHORN
(LAS16J09)
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Due to continuous development activity this map is for reference only.
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City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
For possible action to approve Ninth Supplemental Interlocal Contract LAS05E03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date for the Oakey - Meadows Storm Drain from Sahara Avenue to Meadows Detention Basin along Valley View Boulevard, Edmond Street and Arville Street - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On August 14, 2003, the District approved an Interlocal Contract for design associated with Oakey - Meadows Storm Drain project. First Supplemental Interlocal Contract dated July 13, 2006 was approved to extend the project completion date. Second Supplemental Interlocal Contract dated November 9, 2006 provided funding for right-of-way. Third Supplemental Interlocal Contract dated August 9, 2007 provided additional funds for engineering. Fourth Supplemental Interlocal Contract dated March 13, 2008 provided additional fund for engineering. Fifth Supplemental Interlocal Contract dated August 14, 2008, Sixth Supplemental Interlocal Contract dated November 10, 2010 and Seventh Supplemental Interlocal Contract dated April 12, 2012 extended the project completion date. Eighth Supplemental Interlocal Contract dated March 12, 2013 increased project funding and added preconstruction services. This Ninth Supplemental Interlocal Contract will extend the project completion date from June 30, 2016 to June 30, 2017 as additional time is needed to complete the project. The CCRFCD approved this Ninth Supplemental contract at their April 14, 2016 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract LAS05E03

NINTH SUPPLEMENTAL INTERLOCAL CONTRACT

OAKEY – MEADOWS STORM DRAIN

THIS NINTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of April, 2016 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan, as Structure Numbers MEOK 0000, 0017, 0048, 0070, 0079, 0091, 0110, 0150, 0166, 0191, 0204, and 0217, and LCME 0026, 0028, 0040, 0070 hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated August 14, 2003 and Supplemental Interlocal Contracts dated July 13, 2006, November 9, 2006, August 9, 2007, March 13, 2008, August 14, 2008, November 10, 2010, April 12, 2012 and March 12, 2013 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2017. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 14, 2003, the First Supplemental Interlocal Contract dated July 13, 2006, the Second Supplemental Interlocal Contract dated November 9, 2006, the Third Supplemental Interlocal Contract dated August 9, 2007, the Fourth Supplemental Interlocal Contract dated March 13, 2008, the Fifth Supplemental Interlocal Contract dated August 14, 2008, the Sixth Supplemental Interlocal contract dated November 10, 2010, the Seventh Supplemental Interlocal Contract dated April 12, 2012 and the Eighth Supplemental Interlocal Contract dated March 12, 2013 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Ninth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn D. Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 5/17/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

April 14, 2016

Regional Flood Control District

By: Lawrence L. Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: 4/20/16
Christopher Figgins Date
Chief Deputy District Attorney

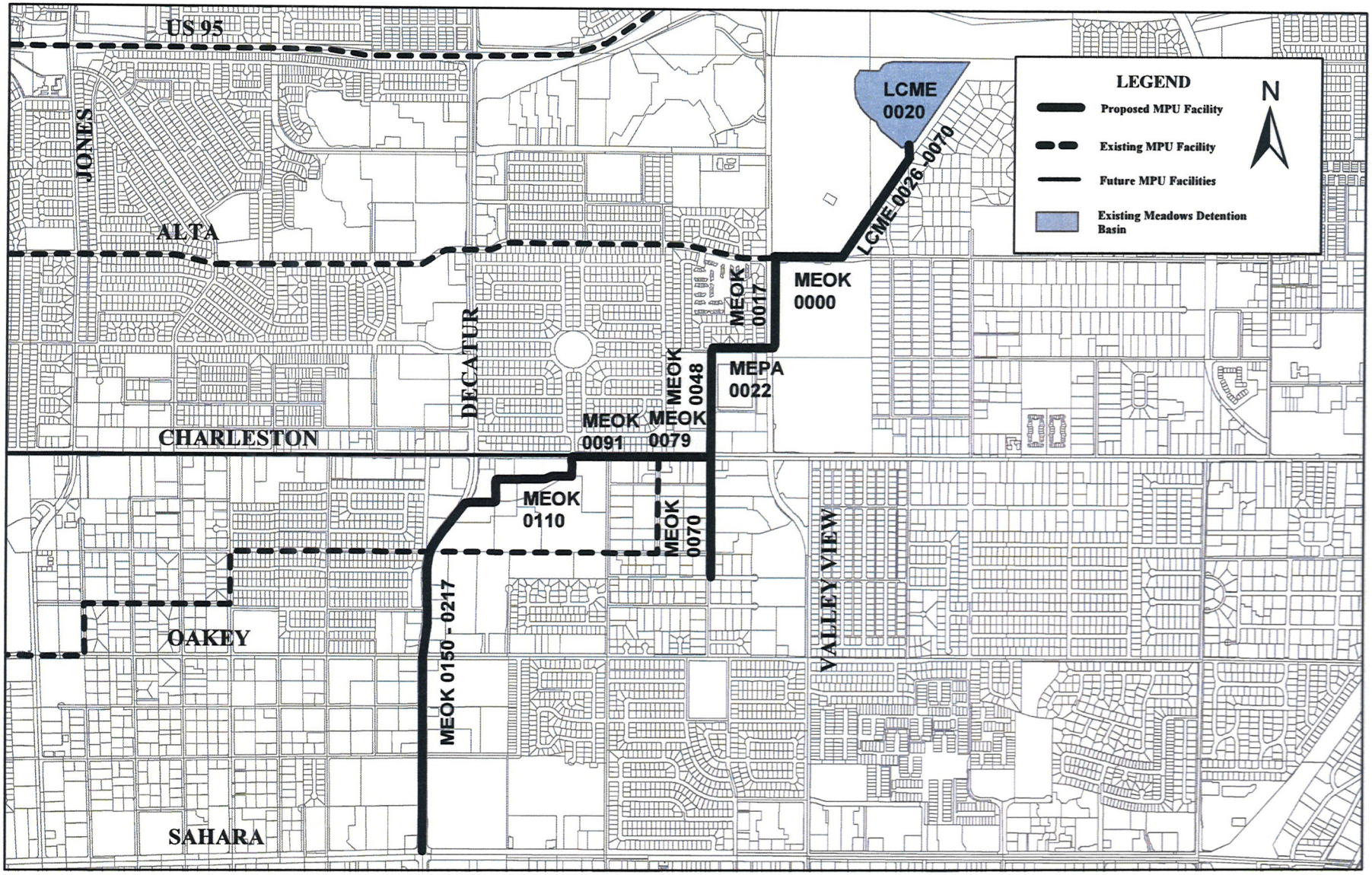


Exhibit A: Oakey - Meadows Storm Drain
LAS 05E03

F:\\Depot\Engineering Planning\Flood\ArcView\CCRFCD\Exhibit A Oakey-Meadows Storm Drain Phase I 10-20-08

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:

For possible action to approve a Copyright Assignment Agreement between Zak Ostrowski, Drew Gregory and Clemente Cicoria, all individuals (collectively, the Artists) and the City of Las Vegas to acquire all rights, title, and interest in and to the Artwork and the Copyright for the Artwork known as Found Font to be constructed on the southwest corner of Grand Central Parkway and Charleston Boulevard as part of the City's portion of the Nevada Department of Transportation's Project Neon - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The artwork will be constructed on the southwest corner of Grand Central Parkway and Charleston Boulevard as part of the Nevada Department of Transportation's Project Neon. The artists wish to transfer the copyright to the City to enable the construction of the art. This agreement will document the transfer.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copyright Assignment Agreement

COPYRIGHT ASSIGNMENT AGREEMENT

This COPYRIGHT ASSIGNMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____ 2016, by and between the Zak Ostrowski, Drew Gregory, and Clemente Cicoria, all individuals (collectively, the "Artists"), and the City of Las Vegas, Nevada, a Nevada municipal corporation (the "City").

RECITALS

WHEREAS, the Artists created the artwork commonly known as Found Font (the "Artwork") for the City for the City's portion of the Nevada Department of Transportation's Project Neon;

WHEREAS, the Artists copyrighted the Artwork with the United States Copyright Office, Registration No. VAu 1-195-659 with an effective date of registration of December 18, 2014 (the "Copyright");

WHEREAS, the City desires to acquire all rights, title, and interest in and to the Artwork and the Copyright; and

WHEREAS, the Artists desire to grant to the City all right, title and interest in and to the Artwork and the Copyright and to waive their moral rights in the Artwork.

NOW, THEREFORE, for other goods and valuable consideration received by the Artists from said ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged by the Artists, the parties hereto agree as follows:

AGREEMENT

1. The Artists do hereby sell, assign, transfer, and convey unto the City, the entire right, title, and interest in and to the Artwork and in and to any and all copyrights on the Artwork that have or may arise and/or may be granted in the United States and any foreign country, including the Copyright, and including each and every derivative work arising from the Artwork.

In addition, the Artists hereby waive all moral rights to the Artwork, including the right of attribution and the right of integrity.

2. The Artists do hereby covenant and agree to cooperate with the City whereby the City may enjoy to the fullest extent the right, title, and interest herein conveyed. Such cooperation shall include:

A. prompt execution of all papers (prepared at the expense of the City) which are deemed necessary or desirable by the City to perfect in it the right, title, and interest herein conveyed;

B. prompt execution of all petitions, oaths, specifications, declarations, or other papers (prepared at the expense of the City) which are deemed necessary or desirable by the City for obtaining copyright registration in the United States and/or foreign countries covering said the Artwork or works derived from the Artwork; and

C. prompt assistance and cooperation in the prosecution of legal proceedings involving the Artwork or derivative works therefrom, said registrations granted thereon, including proceedings before any Copyright Office of the United States or any foreign country, and court actions, provided, however, that the expense which may be incurred by the Artists in lending such assistance and cooperation be paid by the City.

3. The City does hereby covenant and agree to coordinate with the Artists to reasonably identify the Artists as the creator of the Artwork if desired by the Artists.

4. The terms, covenants, and provisions of this Agreement shall inure to the benefit of the City, its successors, assigns, and/or other legal representatives, and shall be binding upon the Artists, their respective heirs, legal representatives, and assigns.

5. The Artists warrant and represent that they have not entered into any assignment, contract, or understanding in conflict herewith.

6. This Agreement contains the entire and only agreement between the parties and supersedes all pre-existing agreements between them respecting its subject matter. Any representation, promise, or condition in connection with said subject matter that is not incorporated in this Agreement shall not be binding upon either party. No modification, renewal, extension, and/or waiver of this agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension, or waiver is sought, unless made in writing and signed on behalf of such party by one in authority to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

ARTISTS

By: _____
Zak Ostrowski

STATE OF ~~NEVADA~~ New York)
)ss.
COUNTY OF ~~CLARK~~ New York)

This instrument was acknowledged before me on the 11th day of April, 2016, by Zak Ostrowski.

By: _____
Notary Public

FELIX MOISO
Notary Public, State of New York
No. 01MO6133930
Qualified in Nassau County
Commission Expires September 19, 2017

[SIGNATURES CONTINUED ON NEXT PAGES]

By: _____
Drew Gregory

Colorado
STATE OF [redacted])
)ss.
COUNTY OF [redacted])
Adams

This instrument was acknowledged before me on the 11th day of April, 2016, by Drew Gregory.

Mary Jo Gray
State of Colorado
Notary Public
Commission No. 20074003018
My Commission Expires 1/22/2019

By: _____
Notary Public

By: _____
Clemente Cicoria

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the 18th day of April, 2016, by Clemente Cicoria.

BRIANA LYDON
Notary Public, State of Nevada
Appointment No. 14-14225-1
My Appt. Expires Apr 7, 2018

By: _____
Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF LAS VEGAS
"City"

By: _____
Carolyn G. Goodman, Mayor

Attest:

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

Approved as to Form:

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 5/3/16
Deputy City Attorney Date

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, 2016, by Carolyn G. Goodman as Mayor of the City of Las Vegas, a Nevada municipal corporation.

By: _____
Notary Public

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Report by LuAnn D. Holmes, City Clerk, regarding the status of the reimbursement structure for future elections proposed by Clark County and discussion for possible action regarding available options for upcoming election cycles - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
On December 1, 2015, the Clark County Board of Commissioners voted to change the reimbursement structure billed to local municipalities for the election services the Clark County Election Department provides in odd-years. The proposed changes will greatly increase the City's election associated expenses and this report will explain the proposed changes and offer alternatives with estimates for the Council's consideration.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding a Special Event Licensing and Temporary Land Use agreement with Life is Beautiful, LLC for the temporary use of land and right-of-way for the Life is Beautiful Festival to be held September 23-26, 2016, in downtown Las Vegas - Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Life is Beautiful event is a music, arts and food festival that has been held in downtown Las Vegas for the last three years. The Special Event Licensing and Temporary Land Use Agreement licenses the use of the downtown site as defined in the Agreement for 18 days in September 2016. This period includes site preparation, the actual event, and site restoration. In exchange for the use of the site and in consideration of the economic benefit to the City, Life is Beautiful, LLC has requested a waiver of certain license and permit fees in exchange for an official City of Las Vegas sponsorship.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Life is Beautiful Special Event Licensing and Temporary Land Use Agreement

LIFE IS BEAUTIFUL
SPECIAL EVENT LICENSING AND
TEMPORARY LAND USE AGREEMENT

THIS SPECIAL EVENT LICENSING AND TEMPORARY LAND USE AGREEMENT ("Agreement") is made as of June 1, 2016 by and between LIFE IS BEAUTIFUL, LLC a Nevada limited liability company ("LIB" or "Licensee"), and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("CLV", "City" or "Licensor").

RECITALS

WHEREAS, LIB desires to conduct a special event music festival in Downtown Las Vegas on portions of the CLV right-of-way and certain real property owned by CLV pursuant to Las Vegas Municipal Code and other applicable law; and

WHEREAS, CLV desires to allow LIB to conduct the special event music festival subject to the terms and conditions herein.

Now, therefore, in consideration of the mutual promises and of the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, LIB and CLV (collectively, "the Parties," or individually as "Party") hereby agree as follows:

AGREEMENT SUMMARY

(a) This Agreement licenses the use of the Site (hereinafter defined) for eighteen (18) days in connection with that event commonly known as the "Life is Beautiful Festival", which includes three (3) days for the music, arts, and food festival and related concessions and vending, nine (9) days for site preparation and six (6) days for site restoration (collectively the "Event" or "Festival"). The Event is sponsored and promoted by LIB, who agrees to timely submit an 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 certain real property, some of which is owned by CLV, which is bounded by Carson Avenue (south), 11th Street (east), Las Vegas Boulevard (west), and the Las Vegas Expressway/515 (north), (the "Site") and depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein as a part of this Agreement. LIB understands that CLV is only conveying a license to the real property that it owns which is more specifically described on Exhibit "B" ("City Property"), and the other licenses to use of any other real property within the Site that is not owned by CLV is the sole responsibility of LIB to acquire.

(c) This Agreement sets forth the obligations of LIB 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.

BODY OF AGREEMENT

1. **Grant of License.** CLV does hereby license to LIB, and LIB does hereby accepts a license from CLV, for the City Property on 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 LIB and approved by CLV. The Event, including the time needed for preparation and restoration of the Site before and after the Event, is authorized for the following dates (collectively the "License Term"):

    a. September 14, 2016, 12:01 AM through September 22, 2016, inclusive-----Site Preparation;
    b. September 23, 2016, through September 25, 2016, inclusive-----Actual Event Dates; and
    c. September 26, 2016, through October 1, 2016, 11:59 PM inclusive-----Site Restoration.
    d. LIB will use the Site in compliance with the Site Plan attached hereto as Exhibit "C," and incorporated herein as a part of this Agreement. Said Site Plan attached is a working document and will change through the production process, but will be finalized by September 1, 2016.
    e. Further details relative to Site and Premises inspection and restoration (as agreed upon) can be found in Section 8 below.

    In conjunction with and as consideration for this Grant of License, LIB shall apply for and be granted a Special Event Permit pursuant to the Las Vegas Municipal Code Title 12.02 requirements no later than fourteen (14) calendar days prior to September 23 2016. The requirement of the Special Event Permit shall be a condition subsequent to the approval of this Agreement. LIB acknowledges that it shall comply with the Conditions Precedent to Special Event Permit which is attached hereto as Exhibit D and with any other requirements as may be specified for the Special Event Permit.

2. **License Fee/Permit Fee.** In exchange for the use of the Site, it is understood that LIB has and continues to create good will and economic benefits for the City of Las Vegas and its residents by producing the Event on the Site. The good will and economic benefits which the City receives from the Event serve as good and valuable consideration for LIB's use of the Site, and for LIB not paying for certain licensing and/or permit fee(s) and services to CLV, to the extent allowed by CLV. In consideration for the nonpayment of certain fees, services and the use of the Site, LIB agrees to designate CLV as a sponsor of the Event (as more specifically set forth in Section 25 of this Agreement) and shall provide certain sponsorship benefits to CLV.

3. **Term and Options to Renew, City Manager Authority.** This Agreement shall commence on the date approved by the Las Vegas City Council and shall continue in effect until June 30, 2017. The City shall have the option to renew the Agreement for two (2) successive one (1) year periods and such option shall be exercised by the City no later than January 31st of the following year(s) after an Event. The exercise of an option to renew shall be made by the City in its sole discretion after reviewing the results, analysis, financial statements and economic benefits to the City from the prior Event (the "Event Economic Analysis"). In order for the City to conduct its review, LIB agrees to provide City no later than December 31 of each year

this Agreement is in effect a review of such Event Economic Analysis. The City Council hereby designates the City Manager to exercise the option on behalf of the City after consideration of the results of the Event Economic Analysis of the prior Event and LIB's nonpayment for license and permit fees, the use of the Site and City services provided. In the event the City does not exercise its option to renew for an Event in the year 2017, or for an Event in the year 2018, as the case may be, then this Agreement shall terminate and the Parties shall have no further obligations to each other under this Agreement.

4. **Conditions Precedent to Entry onto Site.** LIB 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 LIB's use of the Site pursuant to this License Agreement. LIB shall obtain a Special Event Permit from the City, shall not enter the Site to begin preparing the Site for the Event, and shall not move any equipment or any other item onto the Site unless and until CLV, in writing, authorizes LIB to do so and CLV confirms that LIB has fulfilled all of the conditions precedent to such entry. The conditions precedent to LIB entering the Site are set forth in Exhibit "D" attached hereto and incorporated herein. In the event LIB enters the Site prior to fulfilling all of such conditions precedent and the actual receipt of such written authorization, such entry shall be considered by the Parties to be trespassing committed by LIB, as well as a default which shall automatically terminate this Agreement.

5. **Default.** LIB covenants that if any default is made in the covenants or agreements herein contained, this Agreement licensing the use of the Site shall, at the option of CLV, cease and terminate, and the relationship of the parties shall be the same in all respects as if the License Term had fully expired. In such event, CLV 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.** Notwithstanding any other provision contained in this Agreement, LIB agrees to provide to CLV General Liability Insurance, from a qualified carrier authorized to do business in the State of Nevada and rated at least A-VIII, or better, by A.M. Best, Inc., in an amount not less than $5,000,000.00 per occurrence and $5,000,000.00 aggregate per event for injuries to persons, or damage to property, caused by LIB in connection with its performance of its obligations hereunder. LIB agrees to name the following parties as additional insureds on the above referenced policy:

   The City of Las Vegas, its Elected Officials, Officers, Agents, Employees and Volunteers
   The Las Vegas Metropolitan Police Department
   (collectively "CLV Additional Insureds") as their interests may appear with respect to the actions of the named insured.

   All such insurance shall be occurrence-based claims coverage. No such insurance shall have investigative or defense costs included in the limits (e.g. "burning limits").

   In addition, LIB shall carry: (a) Product Liability coverage and Completed Operations, (b) statutory Workers Compensation coverage with Employers' Liability Coverage of at least $1,000,000.00, and (c) Business Automobile Liability Insurance coverage in the amount of at least $3,000,000.00 for owned or non-owned vehicles.

All such insurance shall be endorsed to provide at least thirty (30) days prior written notice of cancellation, non-renewal, or reduction in coverage or limits to the other Party. CLV may directly contact LIB's retail insurance broker for any insurance questions: Paul Bassman at Ascend Insurance Brokerage by fax to (214) 279-0207, or e-mail to festivals@ascendib.com.

Certificates for all such insurance, naming the additional insureds as enumerated above, shall be delivered to CLV no later than September 1, 2016.

LIB's insurance shall be primary and non-contributory to any other applicable insurance maintained by CLV and CLV Additional Insureds. LIB shall cause its workers compensation policy to contain a waiver of subrogation in favor of CLV and CLV Additional Insureds.

Notwithstanding anything to the contrary herein, the Parties shall be responsible, at their own cost and expense, for insuring the Parties' own business and personal property, including vehicles and equipment. To be clear, nothing in this Paragraph will be construed as giving license to a Party to damage or destroy the business or personal property of the other without liability for such damage or destruction ensuing.

7. **Liability and Indemnification**. Notwithstanding any other provision contained in this Agreement, LIB agrees to indemnify and hold harmless CLV as set forth above, from and against any and all losses, costs, claims, damages or injury or liability of any kind or nature whatsoever, whether to persons or to property, caused by LIB and/or its employees, agents, vendors, contractors ("Event Entities") or guests, arising from and/or in connection with the business activities of LIB under this Agreement or any agreement between CLV and LIB and/or arising from, or related to: (i) LIB's production of the Festival, including, but not limited to, the set-up, operation and dismantling of any goods and/or services sold or furnished by LIB under this Agreement with CLV, and the use of any materials or services supplied by LIB, including, but not limited to, any signage, banners, names, trademarks, service marks, trade-names or logos, and (ii) any claim or action of any kind including, but not limited to, any claim or action for personal injury or property damage in respect of any material, product or service offered or supplied by LIB with respect to the Festival. All of the rights to indemnity hereunder shall survive termination of any agreement between LIB and CLV. The indemnity obligations of this Agreement shall be effective whether or not there is insurance coverage for an indemnifiable claim. To be clear, LIB is not indemnifying CLV for CLV's own negligent conduct in any situation except that of "Evacuation", the specific terms of which are outlined below in the section entitled "Evacuation".

   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.** LIB and CLV shall jointly inspect the Site, including the City Property and Premises prior to installation of any temporary improvements to determine and document its current condition, 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 LIB. LIB accepts the Site, specifically the City Property and Premises in their "as is" condition. LIB and CLV shall jointly inspect the Site including the City Property and the Premises during move-out to determine whether any changes have occurred in the condition of the Site and the Premises, ordinary wear and tear excepted, which are directly attributable to LIB's occupancy and use thereof, and to document any cleanup or other restoration of the Site and Premises that may be

required of LIB. The move-out inspection shall take place no later than October 3, 2016. For any issues with the Site and Premises, which are agreed by the Parties to be directly attributable to LIB's occupancy and use thereof, LIB shall have until October 14, 2016 (or a later date agreed-upon by the Parties) to restore the Site and Premises to CLV's satisfaction. 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, as may be require by the Clark County Air Quality and Environmental Management.

9. **Care of Site and Premises.** LIB, 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 CLV 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). LIB agrees and covenants to return the Site to CLV without any liens or claims recorded against the Site.

10. **Expiration of Occupancy.** At the expiration of the License Term hereinabove set forth, LIB shall quit and vacate the Site in as good condition and repair as before LIB's use thereof, ordinary wear and tear excepted, and shall have performed prior to such vacation the permanent dust treatment required under Section 8 to the satisfaction of CLV. In the event LIB holds over and fails to surrender the Site and Premises at the time herein agreed, then and in that event, the LIB agrees to pay CLV the hold-over period the amount of $1,000 per day or any part of a day, and the same does not preclude CLV from collecting other damages in the event damages do occur as a result of such hold-over. If LIB vacates the Site prior to the expiration of the contracted time of occupancy, CLV 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.

11. **Property Left on Site.** LIB shall remove from the Site and Premises on or before the termination of the license herein, all temporary structures, and all personal property, goods, and effects belonging to LIB, its Event Entities, or otherwise brought upon the Site and Premises during the License Term. If any such personal property is not removed at the above stated time, CLV shall have the right to dispose of any such property (hereinafter "Lost Property"), for which LIB agrees to pay a reasonable fee and all expenses incurred by CLV. CLV shall be held harmless from any claim of Lost Property left on Site.

12. **Security.** LIB shall be partially responsible for security in all areas licensed or otherwise rented or provided, including, but not limited to, exhibit areas, grand stands, parking areas, walkways, loading dock areas, and emergency exits, from the time of initial entry until completion of move-out, understanding that the Las Vegas Metropolitan Police Department will also be on patrol in and around the Premises. Private security services provided by LIB's designated security vendor(s) will be at the expense of LIB. All security arrangements are subject to prior approval by CLV and the Las Vegas Metropolitan Police Department (LVMPD). LIB shall provide an approved security placement plan for stationary or roving posts to CLV and LVMPD prior to entry onto the Site and/or Premises, but no later than September 1, 2016.

13. **Parking.** LIB is responsible to provide adequate parking areas to accommodate attendance at the Event. Except as set forth in the Site Map attached hereto as Exhibit "A", all parking for the Event shall be off-site to the Site and no other parking is permitted on the Site. LIB shall

provide to CLV 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.

14. **Concessions.** Subject to all City of Las Vegas licensing requirements, LIB 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 LIB may license such concession rights to any party or parties concessions-designated by LIB subject to Section 30 and the requirements of this Agreement. LIB shall provide a list of the proposed concessionaires to CLV no later than September 1, 2016.

15. **Access to Premises.** CLV reserves for its authorized representatives and for officers of the LVMPD, free access, and right to enter any portion of the Site owned by CLV only if those authorized representatives and LVMPD officers are working. Unless a CLV authorized representative or LVMPD officer is working in his or her official capacity, access pursuant to this Paragraph is forbidden. Unless on official business, any CLV authorized representatives and LVMPD officers wishing to gain access to the Site must purchase a ticket or a pass as would any other spectator.

16. **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, LIB, for itself and for the other Event Entities, shall and does hereby release CLV, its officers, employees and agents from 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. To be clear, LIB is not releasing CLV, its officers, employees, and agents from any gross negligence, willful conduct, or intentional acts. LIB, for itself, and for its successors 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 a result of such evacuation or direction to evacuate shall be subject to the indemnification requirement set forth in this Agreement. Under emergency circumstances, CLV, or its designee, shall regain complete control of the Site. Every reasonable effort will be made by CLV to notify LIB of any pending action with respect to emergency evacuation.

17. **Re-entry Right.** LIB agrees that if the Site or any part of thereof shall become vacant during the License Term, CLV or its representatives may re-enter the same either without being liable therefore to LIB or Event Entities. To be clear, prior to any re-entry based on this Paragraph, CLV must communicate to LIB its intent to re-enter the Site or any part thereof, giving at least forty-eight (48) hours prior notice, during which time, LIB may either rectify the vacancy, or concede vacancy allowing re-entry by CLV.

18. **Sub-licensing of Site.** LIB may sub-license portions of the Site to other vendors and entities related to the Event. LIB may sub-license any part of or the entire Site to another overall producer or promoter without the express written permission from CLV.

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

than a 1% interest in LIB, or any principal of LIB. If LIB, 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 "E", the requirement of this Section shall be satisfied.

20. **Survival of Covenants and Remedies**. The agreements and covenants made by the Parties herein shall survive the termination of this Agreement. Each such agreement and covenant by the Parties shall be construed as a covenant and agreement independent of any other provision herein and the existence of any claim or cause of action by the Parties shall not constitute a defense to the enforcement of the provisions of any such covenant or agreement.

21. **Construction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

22. **Invalidity**. It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any one or more of the provisions of this Agreement or in any other instrument referred to herein shall be held in any jurisdiction or as to any person to be invalid, prohibited, illegal, or unenforceable for any reason, in any respect, such provision or instrument as to such jurisdiction or as to such person, shall be ineffective, without invalidating the remaining provisions of this Agreement or such instruments or affecting the validity or enforceability of such provision or instrument in any other jurisdiction or as to any other person. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction or as to such person, it shall, as to such jurisdiction or person, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction or as to any other person.

23. **Entire Agreement; Amendments and Waivers**. This Agreement, together with all exhibits, deal memos, and schedules hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties waive the right to amend this Agreement by any means other than a writing signed by all Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

    No failure or delay on the part of any Party hereunder in the exercise of any power, right or privilege hereunder shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise thereof or any other right, power, or privilege preclude another or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

    No notice to or demand on a Party in any case shall entitle such Party to any further notice or demand in similar or other circumstances unless expressly provided herein.

24. **Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

25. **Publicity and Sponsorship**. CLV hereby grants to LIB a limited license giving the right to use CLV's City Seal, City logo, its name, likeness, image, and biography solely in connection with advertising, marketing, promotion, sale, and distribution of tickets to the Festival for which CLV has agreed to participate. In consideration of this Agreement,, LIB agrees to list CLV as a sponsor to the Festival and shall provide CLV with sponsorship benefits whose value is at least equal to the value of the license and permit fees, City services and use of the Site provided by the City to LIB and are comparable to what other sponsors receive at the same value level as CLV. LIB agrees to provide to CLV for review and approval, the proposed marketing material, which includes the City Seal, City logo, or name prior to distribution.

26. **Execution**. This Agreement shall be executed in multiple copies and each executed copy shall constitute an original, but the copies shall be deemed one and the same instrument.

27. **Relationship of Parties being Independent**. It is acknowledged and agreed that the relationship of the Parties shall at all times be independent, rather than one of employer-employee, co-venturer, principal-agent, partner, or representative. In accordance with this independent relationship status, the Parties shall have no authority to act for or on behalf of each other or to bind each other without express written consent.

    a. All services to be rendered by the Parties hereunder shall be in accordance with the highest professional standards and in a diligent, competent, efficient, and faithful manner commensurate with the responsibilities involved. In the performance of the services to be rendered hereunder, the services and the hours worked on a given day will be entirely within the individual Party's control.

    b. The Parties understand that (i) neither LIB nor CLV shall be considered as having employee status of the other for the purpose of any employee benefit plan applicable to the other's employees generally; (ii) the Parties are not required to provide each other with workers' compensation insurance coverage; and (iii) the Parties are responsible for their own federal and state income, social security, unemployment, and disability taxes and any governmental assessment with respect thereto, and shall indemnify the other with regard to responsibility for the same.

28. **Timeliness**. Time is of the essence in the performance of this Agreement.

29. **Promotional Photographs and Footage**. CLV and LIB alike shall have the right to create and/or use a reasonable amount of photographs and video footage that feature the Parties, their work product and designs in conjunction with this Agreement hereunder and utilize such content solely for promotional purposes. Due to the commercial enterprise that is LIB, and the myriad agreements that LIB is a party to relative to intellectual property, including photographs and video footage, CLV must get written consent from LIB for use of the same. The Parties agree to indemnify the other in the manner set forth above under "Indemnity," for any intellectual property claims or damages brought by third parties arising from such uses.

30. **Trademarks**. Each Party agrees that it has no right, title or interest in or to any trademark, trade name, slogan, logo, or other identification of that Party (except the right to use the same

in accordance with the terms and conditions of this Agreement) (collectively, the "Trademark Properties"), and further agrees that any such Trademark Properties are and shall remain the sole property of their respective owner. Any goodwill engendered by either Party's use of one or more of the other's Trademark Properties in accordance with the terms and conditions of this Agreement shall inure solely to the owner of those Trademark Properties. Neither Party shall challenge in any forum the validity of the other's Trademark Properties. Neither Party shall acquire or attempt to acquire any rights (common law, statutory, or otherwise) in and to any trademark, trade name, slogan, logo, or other identification that is similar to, and/or likely to cause consumer confusion with, any of the other Party's Trademark Properties.

31. **Force Majeure**. The Parties shall not be liable to one another for any failure to perform as required under this Agreement if such failure is due to any Act of God such as fire, earthquake or natural disaster, war, terrorism, rebellion, insurrection, civil war, military action, government regulation, black-out, strike, or otherwise beyond the Parties' reasonable anticipation or control.

32. **Representations and Warranties**. In addition to any other representations and warranties of the Parties contained herein, the Parties hereby additionally represent and warrant the following:

    a. The Parties have the legal right and authority to perform all of their obligations contained herein and that such performance will not violate or conflict with any agreement the Parties may have with or to any third party or entity.

33. **Notice**. All notices and communications regarding the performance and responsibilities of the Parties and otherwise given by either Party to the other Party to this Agreement will be in writing and will be delivered in person (by hand or by messenger) or will be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or Federal Express, U.P.S. or other similar recognized private overnight delivery service, prepaid, and by facsimile transmission. Notice given as provided herein will be deemed to have been given on the date it was received as evidenced by signature, fax confirmation or date of first refusal, if that be the case. Notice hereunder will be addressed to:

    c. If sent to CLV:

City of Las Vegas
City Manager's Office
Attention: Special Events Division
495 S. Main St., 1st Fl.
Las Vegas, Nevada 89101
Fax: 702-388-1807
ecarter@lasvegasnevada.gov

with a copy to:

City Attorney's Office
Attention: Teri Ponticello
495 S. Main St., 6th Fl.
Las Vegas, Nevada 89101
Fax: 702-386-1749
tponticello@lasvegasnevada.gov

d. If sent to LIB:

i. Overnight:

Life is Beautiful
520 Fremont Street
Suite 206
Las Vegas, NV 89101
contracts@lifeisbeautiful.com

ii. Regular Mail:

Life is Beautiful
PO Box 460
Las Vegas, NV 89125
contracts@lifeisbeautiful.com

34. Compliance. The Parties agree to comply with all applicable laws, statutes, ordinances, rules and regulations including, but not limited to, those of the United States of America, State of Nevada, as well as all local and regional governmental agencies (including but not limited to the City of Las Vegas and Clark County, Nevada (collectively the "City") and any board(s) of health or other city agency of the City having jurisdiction over the Festival), in connection with the Parties' performance hereunder. Such laws include, but are not limited to, the Americans with Disabilities Act and similar state laws and local, state, and federal laws prohibiting discrimination, including but not limited to in employment and public accommodations. Moreover, LIB shall, at its sole individual expense, procure and maintain in force at all times during the Festival, and any load-in and load-out, any and all licenses, permits, or approvals necessary to conduct its respective activities proscribed under this Agreement. Without limiting the foregoing, the Parties (or individual Party discussed in each respective section) agree to comply with each of the following:

a. Hazardous Material. LIB shall not cause, nor shall LIB allow any of its agents or invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the premises of the Festival, licensed from CLV (the City Property and Premises collectively referred to as the "CLV Premises"), or transported to or from the Premises. LIB is required to develop and implement various preventative and enforcement processes to comply with the required and adopted ordinances. Pursuant to Las Vegas Municipal Codes 14.18.070 and 14.18.191, 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. LIB will submit and comply with a Storm Water Pollution Prevention Plan (SWPPP) with the City's Environmental Officer no later than September 16, 2015. The Parties shall immediately notify each other when one learns of, or has reason to believe that, a release of Hazardous Material ("Release") has occurred in, on or about the CLV Premises. The Parties shall further comply with all laws requiring notice of such Releases or threatened Releases to governmental agencies, and shall take all action necessary to mitigate the Release or minimize the spread of contamination. In the event that LIB or its agents or

its invitees cause a Release of Hazardous Material, LIB shall, without cost to CLV, and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the Release. In connection therewith, if LIB is responsible, LIB shall afford CLV a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or Nevada laws concerning hazardous waste; any asbestos and asbestos containing materials whether or not such materials are part of the CLV Premises or are naturally occurring substances in the CLV Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "Release" or "threatened Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the CLV Premises. Note that for purposes of this Paragraph, stage pyrotechnics and display fireworks do not apply.

b. Property Damage. LIB shall not do anything about the CLV Premises that could cause damage to the CLV Premises.

c. Pesticides Ban and Solid Waste. LIB shall not use, or permit the use of, any pesticides on the CLV Premises. In addition, LIB will comply with and properly remove and dispose of its solid waste materials used in the course and scope of its performance of this Agreement.

d. Intellectual Property. The Parties shall be responsible for obtaining any and all necessary clearances or permissions for their respective use of intellectual property.

e. Public Safety. LIB agrees to conduct all activities under this Agreement at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of CLV and other government agencies responsible for public safety.

f. Accessibility. In an effort to be an inclusive Festival, LIB endeavors to make the Festival as accessible to persons with disabilities as reasonably possible and as required by law. LIB is required to comply with federal and state disability access laws.

g. Discrimination. In the performance of its activities under this Agreement, if applicable, the Parties covenant and agree not to discriminate, including but not limited to on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of the Parties, or applicant for, employment with the Parties, or

against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Parties.

h. Municipal Regulations. LIB shall comply with all applicable ordinances of the Las Vegas Municipal Code which are hereby incorporated by reference as though set forth in full herein.

i. Taxes. LIB shall be solely responsible for any and all sales, use, or other taxes, fees, permits and surcharges imposed by any federal, state, county or municipality in connection with the fulfillment of LIB's obligations under this Agreement between CLV and LIB.

35. **Termination**. Each Party shall have the right to terminate this Agreement if the other Party is adjudicated insolvent, declares bankruptcy or fails to continue its relevant business or municipal activities, for any other reason fails to perform its obligations under this Agreement or breaches any representation and warranty hereunder and such performance failure or breach continues for ten (10) days after receiving written notification of such failure or breach from the non-breaching Party. This termination provision is in addition to the default provision in Section 5.

36. **Independent Counsel**. The Parties hereto represent that they have had the opportunity to obtain independent legal counsel before entering this Agreement.

37. **Further Document**. The Parties agree that if any other provisions or agreements are necessary to enforce the intent of this document, that both Parties will execute the same upon request.

38. **Negotiations of Disputes/Choice of Law**. All claims and disputes arising under or relating to this Agreement are to be settled by negotiations between the Parties. In the event that such negotiations do not produce a mutually agreed upon settlement, the Parties shall bring any claims in state court in Clark County, Nevada, or another location mutually agreeable to the Parties.

    This Agreement between LIB and CLV shall be governed and construed in accordance with the laws of the State of Nevada.

39. **Return of Premises**. Upon the conclusion of the Festival, LIB shall surrender the Premises in the same condition as received, ordinary wear and tear excepted, free from hazards, and clear of all debris. LIB shall remove all of its property from the Premises and shall repair at its sole cost any damage to the Premises caused by such removal. The terms of this Paragraph, and any other Paragraph or section of the Agreement, do not apply to permanent art displays, e.g. murals, erected in conjunction with the Festival. Further, the terms of this Paragraph shall not affect the terms of Paragraph #8 – Inspection of Site and Premises and Paragraph #9 – Care of Site and Premises.

40. **Headings**. The paragraph headings utilized herein are for convenience only, and the same shall not affect the construction of any provision contained herein.

41. **Terms and Conditions**. By signing this Agreement, the Parties acknowledge that they have received, read, and accepted this Agreement, inclusive of Exhibits, which are incorporated herein and made a part of this Agreement.

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

    a. The City Council approves the execution of this Agreement;

    b. An authorized representative of CLV has signed this Agreement; and

    c. LIB has signed this Agreement.

SIGNATURE PAGE FOLLOWS ON PAGE 14

IN WITNESS WHEREOF, CLV and LIB have caused this Agreement to be executed as of the date first appearing above.

LIFE IS BEAUTIFUL LLC, a Nevada limited liability company

By: _____
Justin Weniger
Title: Chief Executive Officer

Address: Life is Beautiful
520 Fremont Street
Suite 206
Las Vegas, NV 89101

Date: 5/15/14

CITY OF LAS VEGAS, a municipal corporation of the State of Nevada

By: _____
Carolyn G. Goodman, Mayor

Attest:

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

Approved at to Form:

By: _____
Assistant City Attorney

Address: City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

Date: _____

EXHIBIT LIST

TO

SPECIAL EVENT LICENSING AND TEMPORARY LAND USE AGREEMENT

LIFE IS BEAUTIFUL, LLC

Exhibit "A" – Site Map

Exhibit "B" – Description of City Property

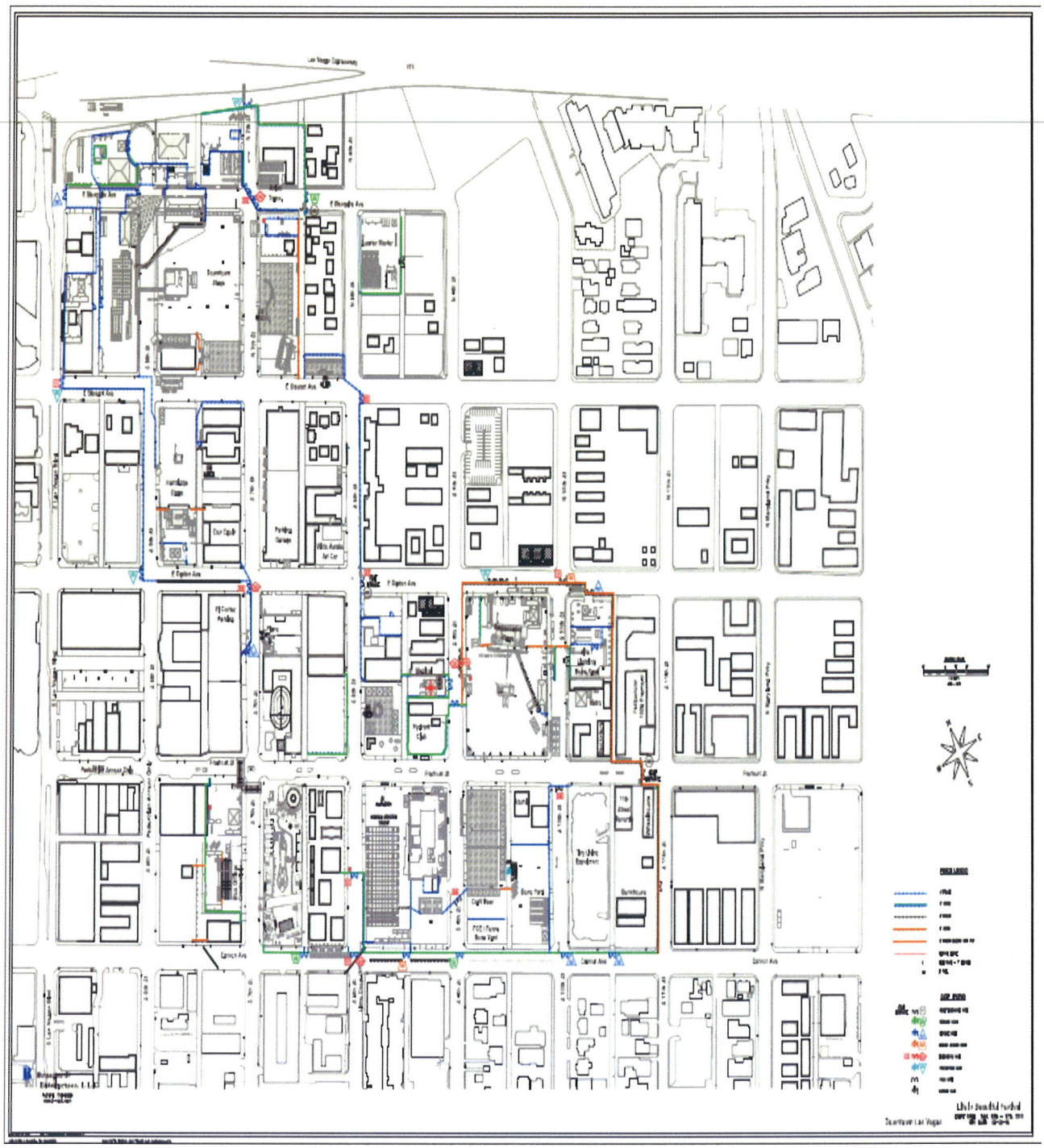
Exhibit "C" – Site Plan

Exhibit "D" – Conditions Precedent to License and Permit

Exhibit "E" – Disclosure of Principals Form

EXHIBIT "A"

SITE MAP



***Subject to minor changes until August 31, 2016 when final maps will be submitted to the City**

EXHIBIT "B"

DESCRIPTION OF CITY PROPERTY

Real property owned by the City of Las Vegas which is identified by the Clark County Assessor Parcels Numbers:

139-34-512-001

139-34-512-008 through -015

139-34-512-018 through -025

139-34-512-034 through -039

139-34-512-048

139-34-512-050 through -053139-34-512-099 and -100

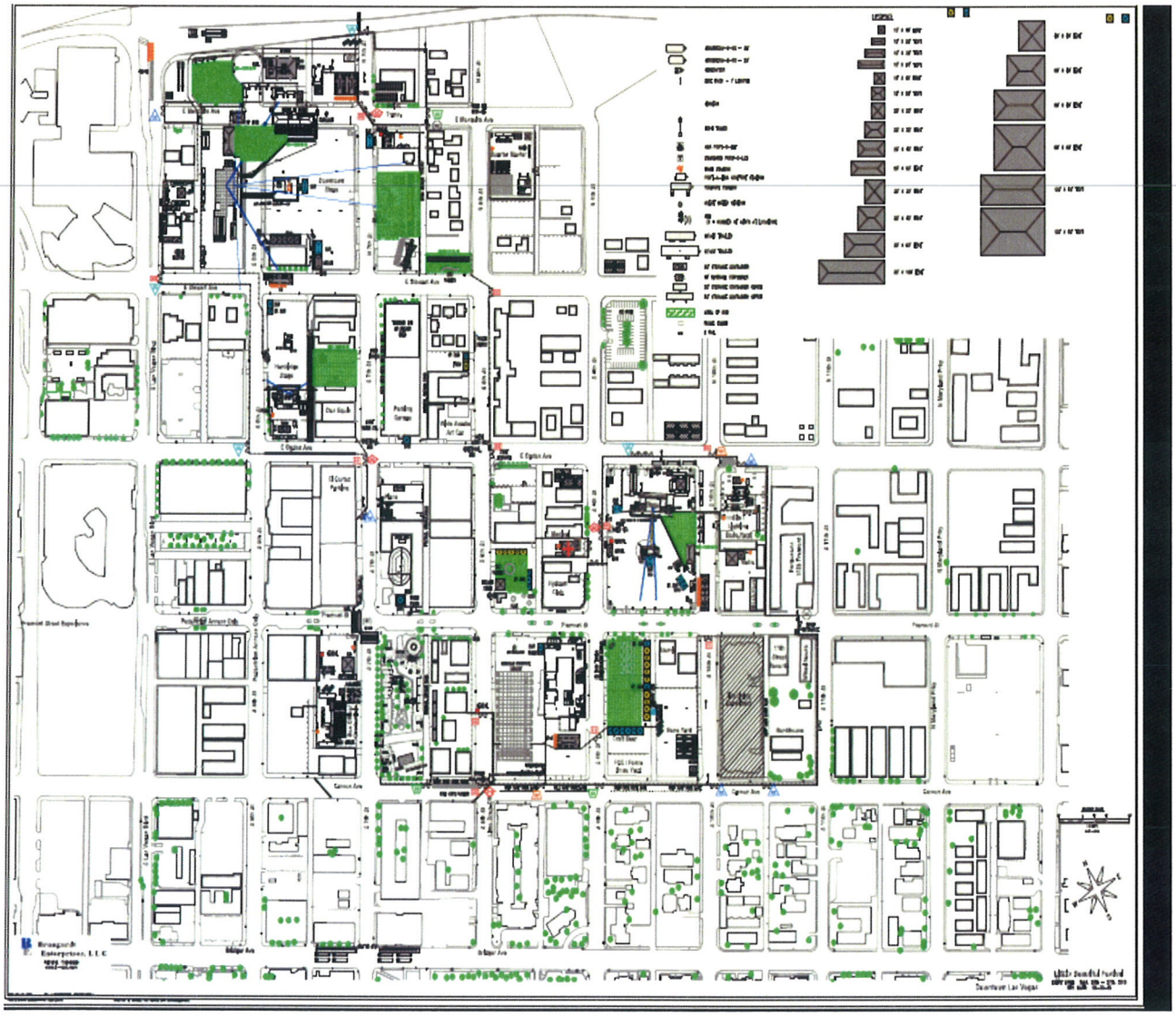
139-34-512-055 and -056

139-34-501-019

139-34-512-102

EXHIBIT "C"

SITE PLAN



***Subject to minor changes until August 31, 2016 when final maps will be submitted to the City**

EXHIBIT "D"

CONDITIONS PRECEDENT TO SPECIAL EVENT LICENSING AGREEMENT

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 no later than September 9, 2016 as required by Section 34 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 the applicable 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 by Sections 12 and 13 of this Agreement.

EXHIBIT "E"

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 Life is Beautiful LLC
Address 320 Carson Street, 2nd Floor
Telephone 702-798-7000
EIN or DUNS 46-10674

Block 2 Description
Subject Matter of Contract/Agreement

Contract No.

Block 3 **Type of Business**

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

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.	LIB Investments LLC	3540 W. Sahara E6-353 LV NV 89102	
2.	Life is Beautiful Holdings LLC	1301 S. 6th Street , LV NV 89104	702-759-9469
3.			
4.			
5.			

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: 5-18-2016 Number of Pages: 23

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

Andrew B. Donner

Name

5-18-2016

Date

State of Nevada

County of Clark

Subscribed and sworn to before me this 18th day of May, 2016

Notary Public

MIKKI G. HARTMAN, NOTARY PUBLIC
CLARK COUNTY, STATE OF NEVADA
My Commission Expires: 06-15-2019
Certificate No: 05-96887-1

EXHIBIT "E"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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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.

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

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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.

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

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.	LIB Investments LLC	3540 W. Sahara E6-353 LV NV 89102	
2.	Life is Beautiful Holdings LLC	1301 S. 6th Street , LV NV 89104	702-759-9469
3.			
4.			
5.			

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: 5-18-2016 Number of Pages: 23

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

Andrew B. Donner

Name

5-18-2016

Date

State of Nevada

County of Clark

Subscribed and sworn to before me this 18th day of May, 2016

Notary Public

MIKKI G. HARTMAN, NOTARY PUBLIC
CLARK COUNTY, STATE OF NEVADA
My Commission Expires: 06-15-2019
Certificate No: 05-96887-1

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
Discussion for possible action to approve the transfer of Fiscal Year 2016 Budget Appropriations to adjust for expenditures and adjustments between functions within the General Fund for cost overruns in the Public Safety function totaling $3,900,000 - (General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,900,000
Funding Source: General Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
The Departments of Fire and Rescue and Public Safety are over running their FY16 budget appropriations by $3,800,000 and $700,000 respectively due to overtime. In addition, Metro is requesting funding for the Neighborhood Engagement Team ("NET") program that was not anticipated in the original FY16 budget of which the City's share (37.6%) is $426,500. The other Public Safety function departments underran their FY16 budget appropriations but their underruns are insufficient to cover these additional costs. Therefore a transfer of appropriation between functions is required. Transfer of Appropriation is necessary to give the legal authorization for expenses in excess of the original budget appropriations by function. The augmentation procedure as prescribed by NRS 354.598005, provides that appropriations may be transferred between functions if such a transfer does not increase the total appropriation for any fiscal year and is not in conflict with other statutory provisions. To complete the augmentation procedure, the governing body must be advised of the action.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Exhibit A - Transfer of Appropriations

EXHIBIT A

CITY OF LAS VEGAS
FISCAL YEAR 2016
TRANSFER OF APPROPRIATIONS
GENERAL FUND

	Current Budget	Adjustment	Amended Budget
EXPENDITURES			
Public Safety	$ 344,085,505	$ 3,900,000	$ 347,985,505
General Government	61,075,545	(1,800,000)	59,275,545
Culture & Recreation	47,916,895	(1,700,000)	46,216,895
Judicial	27,589,337	(400,000)	27,189,337
Operating Transfers Out	19,100,000		19,100,000
Public Works	11,587,254		11,587,254
Economic Development & Assistance	4,892,590		4,892,590
Health	4,661,783		4,661,783
Total Expenses & Other Uses	$ 520,908,909	$ -	$ 520,908,909

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: DAN TARWATER
DIRECTOR: HUMAN RESOURCES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Report and discussion for possible action regarding the status of negotiations between the City of Las Vegas and the International Association of Fire Fighters (IAFF Local 1285)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Human Resources Department will give a report out of ongoing labor discussions between the City of Las Vegas and the International Association of Fire Fighters (IAFF Local 1285) which is currently at impasse and pending arbitration. The report out is consistent with the intent of NRS 288.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - SENIOR CITIZENS ADVISORY BOARD - Mickey Lee Moore - Term Expiration 6-2017 (Resigned)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Each of the six members of Council has one coterminous appointment with the appointee residing in the respective member of Council's Ward; the Mayor has two coterminous appointments with members residing in two different Wards. Members may serve for an uninterrupted period not longer than eight years (two terms). Mr. Moore served as the Ward 6 appointee to the board and he resigned in January. A replacement member must be named to fill the remainder of this term.

RECOMMENDATION:
Procedure for this Board is a recommendation by the appropriate member of Council with the approval of Council. Options are:
Councilman Ross must name a new Ward 6 appointment to the board.

BACKUP DOCUMENTATION:
Current Listing and Authority

5/5/2016

SENIOR CITIZENS' ADVISORY BOARD

	MEMBERS		ORIGINAL APPT.	TERM EXPIRES
1.	HEISE, MARY ELLEN **(Goodman's recommendation)**	**(Ward 2 Resident)**	8-3-2011 **(Reappt. 6-17-2015)**	6-2019
2.	VANDEVER, JUDY **(Goodman's recommendation)**	**(Ward 4 Resident)**	6-17-2015	6-2019
3.	OBERLANDER, DON **(Tarkanian's recommendation)**	**(Ward 1 Resident)**	10-01-2014 **(Reappt. 6-17-2015)**	6-2019
4.	VACANT **(Beers' recommendation)** Replaces Trudy Temple, Deceased	**(Ward 2 Resident)**		6-2017
5.	BATES, CARMEN **(Coffin's recommendation)**	**(Ward 3 Resident)**	6-17-2015	6-2019
6.	HENKIN, MEL **(Anthony's recommendation)**	**(Ward 4 Resident)**	8-5-2009 **(Reappt. 6-5-2013)**	6-2017
7.	VACANT **(Barlow's recommendation)** Replaces JoAnn Oscars, Resigned	**(Ward 5 Resident)**		6-2019
8.	VACANT **(Ross' recommendation)** Replaces Mickey Lee Moore, Resigned	**(Ward 6 Resident)**		6-2017

AUTHORITY: LVMC 2.46 (Ordinance #5206 Adopted 4-19-2000)
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

MEMBERS: 8 members appointed by the City Council.
Mayor nominates 2 persons for appointment residing in 2 different Wards
Each Councilmember nominates 1 person for appointment (Persons nominated must reside in Ward represented by Councilmember making nomination)
No member may serve concurrently on any other board or commission which is established by resolution or ordinance, other than one which may be established on a temporary basis only.

TERM: Serve for an uninterrupted period not longer than eight years (2 terms) (Term to be coterminous with City Councilmember, but may serve until a successor is appointed)
*In August of 2009, the City Attorney gave an opinion that members who have served two four-year terms and then had a break in service are eligible for reappointment.

NOTES: Must be a City Resident
NO FINANCIAL DISCLOSURE REQUIREMENT

DEPT. SUPPORT: Parks, Recreation and Neighborhood Services (Designated as Department Liaison Per Bill 2002-129, Ordinance 5549, Adopted by City Council on 12/4/2002)

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE - Steve Quinn and Robert W. Potter, Term Expirations 5-17-2016

Fiscal Impact

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

PURPOSE/BACKGROUND:
Nevada Revised Statues (NRS) 354.59891 and Senate Bill No. 184 state that local governments that create an enterprise fund shall establish an advisory committee to review the operation of and make recommendations relating to the enterprise fund. The committee consists of five members to represent the residential construction industry, the commercial development industry, the construction industry, a public officer of the City who manages the fiscal affairs of the City, and a public officer of the Department of Building and Safety who oversees directly the operation of the enterprise fund. Appointments to the Committee shall be approved by the City Council. Terms are for two years, with no limit to the number of terms, and there is no City Residency requirement. The terms of Mr. Quinn, representing the construction industry, and Mr. Potter, representing the commercial development industry, expired on May 17, 2016. Mr. Quinn and Mr. Potter are eligible and wish to be reappointed.

RECOMMENDATION:
Options are:
Reappoint Mr. Quinn and Mr. Potter or appoint new members to fill either or both seats.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memos from Chris Knight, Director, Building and Safety Department

05/04/2016

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1. **Venetta Appleyard** Public Officer who manages City Fiscal Affairs	04-02-2014 **(Reapp. 05/04/2016)**	04-02-2018
2. Christopher Knight Public Officer who oversees the operation of the Enterprise Fund	12-17-2008 **(Reapp. 12/01/10) (Reapp. 12/19/12) (Reapp. 12/17/14)**	12-17-2016
3. Steve Quinn Construction Industry	05-17-2006 **(Reapp. 04/16/08) (Reapp. 05/05/10) (Reapp. 05/02/12) (Reapp. 05/21/14)**	05-17-2016
4. Robert W. Potter Commercial Development Industry	12-17-2008 **(Reapp. 05/05/10) (Reapp. 05/02/12) (Reapp. 05/21/14)**	05-17-2016
5. Nat Hodgson III Residential Construction Industry	05-02-2013 **(Reapp. 04/15/15)**	05-02-2017

******

AUTHORITY: Nevada Revised Statues (NRS) 354.59891, Senate Bill No. 184 and City of Las Vegas Resolution R-33-2006

PURPOSE: Review the operation of and make recommendations relating to the Enterprise Fund.

TERM: 2 Years
No limit to number of terms
No City Residency Requirement

APPOINTED: 5 Members recommended by the City Manager and approved by the City Council. The five members shall represent the following categories:

- Residential Construction Industry
- Commercial Development Industry
- Construction Industry
- A Public Officer who manages fiscal affairs for the City of Las Vegas
- A Public Officer of the Department of Building and Safety for the City of Las Vegas who oversees directly the operation of the Enterprise Fund

MEETINGS: Must meet at least twice per fiscal year, and additionally at the call of the Chairman.

NOTES: Members may name alternates from their respective organizations.

DEPT. SUPPORT: Christopher Knight Director, Building and Safety
Tasha Ealy, Administrative Secretary, Building and Safety

Memorandum

City of Las Vegas
Building and Safety

To: LuAnn Holmes
City Clerk

From: Christopher Knight
Building and Safety Director

CC: Steve Quinn

Date: May 16, 2016

Re: City of Las Vegas - B&S Enterprise Fund Advisory Board Re-Appointment

---

We have contact Mr. Steve Quinn, whose term on the B&S Enterprise Fund Advisory Board expires on May 17, 2016. Mr. Quinn wishes to be appointed to another two-year term on the Board. He also wished to remain the Construction Industry representative. I would like to recommend his reappointment.

CK:tie

Memorandum

City of Las Vegas
Building and Safety

To: LuAnn Holmes
City Clerk

From: Christopher Knight CK
Building and Safety Director

CC: Robert Potter

Date: April 18, 2016

Re: City of Las Vegas - B&S Enterprise Fund Advisory Board Re-Appointment

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We have contact Mr. Robert Potter, whose term on the B&S Enterprise Fund Advisory Board expires on May 17, 2016. Mr. Potter wishes to be appointed to another two-year term on the Board. He also wished to remain the Commercial Development Industry representative. I would like to recommend his reappointment.

CK:tie

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-25 - For Possible Action - Updates the Unified Development Code (LVMC Title 19) to clarify land use regulations and definitions regarding nightclubs by amending the land use table to allow nightclubs as permitted uses in the Downtown Entertainment Overlay District, permitting a waiver of distance separation requirements between nightclubs and protected uses and striking distance separation requirements between nightclubs and protected uses within the Downtown Casino Overlay District. Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Unified Development Code (LVMC Title 19) regarding nightclubs by allowing them as a permitted use in the Downtown Entertainment Overlay District, permitting a waiver of distance separation requirements between nightclubs and protected uses, and striking distance separation requirements between nightclubs and protected uses within the Downtown Casino Overlay District.

RECOMMENDATION:
FORWARDED to Full Council to the 6/1/2016 City Council Meeting with a recommendation to Strike pursuant to the 5/16/2016 Recommending Committee Meeting.

First Reading – 4/6/2016

BACKUP DOCUMENTATION:
Bill No. 2016-25

BILL NO. 2016-25

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE UNIFIED DEVELOPMENT CODE (LVMC TITLE 19) TO CLARIFY LAND USE REGULATIONS AND DEFINITIONS REGARDING NIGHTCLUBS BY AMENDING THE LAND USE TABLE TO ALLOW NIGHTCLUBS AS PERMITTED USES IN THE DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT, PERMITTING A WAIVER OF DISTANCE SEPARATION REQUIREMENTS BETWEEN NIGHTCLUBS AND PROTECTED USES, AND STRIKING DISTANCE SEPARATION REQUIREMENTS BETWEEN NIGHTCLUBS AND PROTECTED USES WITHIN THE DOWNTOWN CASINO OVERLAY DISTRICT, AND FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Ricki Y. Barlow

Summary: Updates the Unified Development Code (LVMC Title 19) to clarify land use regulations and definitions regarding nightclubs by amending the land use table to allow nightclubs as permitted uses in the Downtown Entertainment Overlay District, permitting a waiver of distance separation requirements between nightclubs and protected uses, and striking distance separation requirements between nightclubs and protected uses within the Downtown Casino Overlay District.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 12 Section 10 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the Land Use Table "Nightclub, Downtown Entertainment Overlay District" as follows:

	U	R-E	R-D	R-1	R-SL	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-PB	C-M	M	Additional Information
Nightclub, Downtown Entertainment Overlay District														P	P	P	P	P	

SECTION 2: Title 19, Chapter 12, Section 70 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the "Nightclub" use as follows:

[Night Club.] Nightclub.

Description: A. An establishment, other than a teen dance center, 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[.]; and

3. The establishment is licensed pursuant to LVMC Title 6 for the on-premises consumption of alcoholic beverages pursuant to a tavern license, a tavern-limited license, an urban lounge license or a beer/wine room license.

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, or 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 a 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,] 3, 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:

a. A proposed nightclub of which, its entire premises, including its parking lot and other accessory structures are wholly located within the LVMC 19.10.100 Downtown Casino Overlay District, or;

b. 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] the LVMC 19.10.110 Downtown Centennial Plan Overlay District that is not exempted from the requirement pursuant to Requirement 5; 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] Requirement 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 3: Title 19, Chapter 18, Section 20 of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended by amended the definition of the "Nightclub" use as follows:

Nightclub. [A.] An establishment, other than a teen dance center, 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[.];

3. The establishment is licensed pursuant to LVMC Title 6 for the on-premises consumption of alcoholic beverages pursuant to a tavern license, a tavern-limited license, an urban lounge license or a beer/wine room license.

[B.] For purposes of the [subsection,] 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, or karaoke entertainment or other stage shows, such as a magician, comedian, or other similar type of performance artist.

SECTION 4: Title 19, Chapter 18, Section 20 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding the definition of the "Nightclub, Downtown Entertainment Overlay District" as follows:

Nightclub, Downtown Entertainment Overlay District. A nightclub, as otherwise defined herein, of which its entire premises, including its parking lot and other accessory structures are wholly located within the LVMC 19.10.100 Downtown Entertainment Overlay District.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____ 3/17/16
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-32 - For Possible Action - Annexation No. ANX-63265 - Property location: 5640 North Rainbow Boulevard; Petitioned by: Debra J. Reoch; Acreage: 0.95 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 5640 North Rainbow Boulevard. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 10, 2016) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 6/1/2016 City Council Meeting pursuant to the 5/16/16 Recommending Committee Meeting

First Reading – 5/4/2016; First Publication – 5/19/2016

BACKUP DOCUMENTATION:
Bill No. 2016-32 and location map

BILL NO. 2016-32

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-63265)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as located at 5640 North Rainbow Boulevard.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> That portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 26, Township 19 South, Range 60 East, M.D.M. as shown on Book 17 of Plats, Page 6 of Clark County Nevada records described as follows:
>
> Lot 10 in Block 1 of Rainbow Gardens Subdivision, together with the adjoining 50.00 foot half street right of way of Rainbow Boulevard as shown by map thereof on file in Book 17 of Plats, Page 6 in the Office of the County Recorder of Clark County, Nevada.

SECTION 2: The City Council hereby determines that the described territory

meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such

installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 10th day of June, 2016, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 10th day of June, 2016, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 10th day of June, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-19-16
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

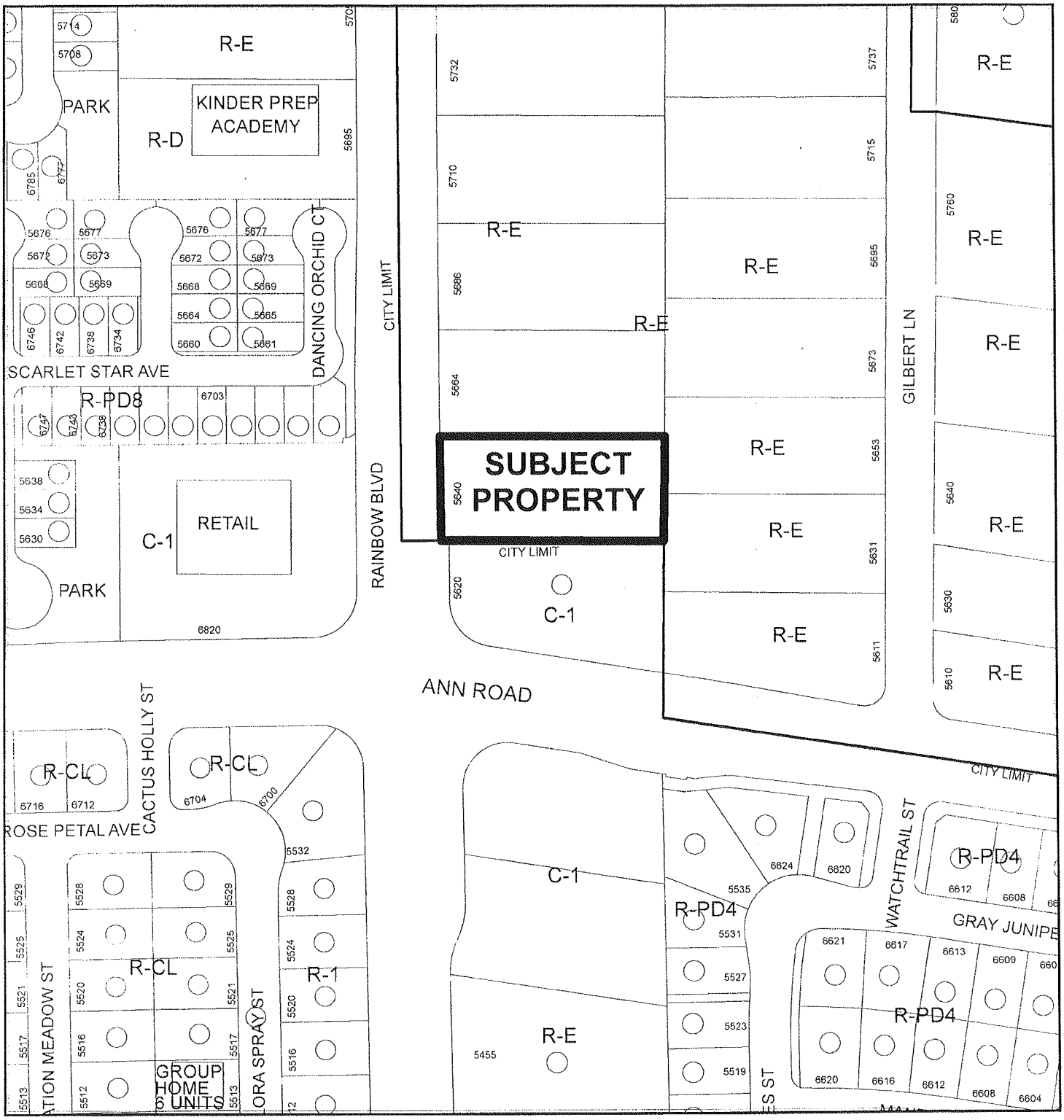
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: ANX-63265

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Feet

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City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-33 - For Possible Action - Amends the Downtown Centennial Plan to authorize additional uses within the Arts District. (TXT-63263) Proposed by: Tom Perrigo, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will add to the list of uses allowed within the Arts District. Additions include the open air vending/transient sales use and the food processing use (as conditional uses) and the beer/wine cooler on-sale establishment use (by means of special use permit). The bill also includes a number of housekeeping changes for consistency with previous amendments and existing Code text.

RECOMMENDATION:
ADOPTION at the 6/1/2016 City Council Meeting as First Amendment pursuant to the 5/16/16 Recommending Committee Meeting

First Reading – 5/4/2016; First Publication – 5/19/2016

BACKUP DOCUMENTATION:
1. Bill No. 2016-33
2. Bill No. 2016-33, First Amendment

BILL NO. 2016-33

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO AUTHORIZE ADDITIONAL USES WITHIN THE ARTS DISTRICT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Director of Planning

Summary: Amends the Downtown Centennial Plan to authorize additional uses within the Arts District.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Downtown Centennial Plan, as adopted by Ordinance No. 6051, and as subsequently amended, is hereby amended as set forth in Sections 2 to 4, inclusive, of this Ordinance.

SECTION 2: Section VII(D)(2) is amended by amending the introductory language, before the listings of the various types of uses, to read as follows:

2. Permitted Uses:

[*(Definitions found in Title 19.20)*]

The following uses are permitted as of right, except as indicated otherwise in parentheses. Conditional Use Regulations and Minimum Special Use Permit Requirements are referenced in Section 19.12.070 of the Unified Development Code. The uses listed below are as they may be defined in Chapter 19.18 of the Unified Development Code.

SECTION 3: Section VII(D)(2)(5) is amended to read as follows:

5. Retail and Personal Services

- Antique/Collectible Store
- Auction House (Special Use Permit required)
- Astrologer, Hypnotist, or Psychic Art and Science (Special Use Permit required)
- Bakery
- Banquet Facility
- Beer/Wine/Cooler Off-Sale Establishment (Special Use Permit required)

- Beer/Wine/Cooler On-Sale Establishment (Conditional Use)
- Catering Service
- Convenience Store
- Copy Center
- Custom and Craft Work
- Dry Cleaners
- Garden Supply/Plant Nursery, Indoor
- General Personal Service
- General Retail, other than listed, 3,500 sq. ft. or less
- Grocery Store
- Hotel Lounge Bar (Special Use Permit required)
- Internet Café
- Jewelry Store, Class III (Special Use Permit required)
- Jewelry Store, New
- Laundry, Self-Service
- Liquor Establishment-Tavern (Special Use Permit required)
- Massage, Accessory [Use]
- Medical Marijuana Dispensary (Special Use Permit required)
- Museum, Art Display or Art Sales (Private)
- Open Air Vending/Transient Sales Lot (Conditional Use)
- Restaurant with Alcohol (Special Use Permit required)
- Restaurant with Service Bar (Special Use Permit required)
- Restaurant, 2,000 sq. ft. or more, w/o Drive-Through
- Restaurant, 2,000 sq. ft. or less, w/o Drive-Through
- Sale of new and used [vehicle] vehicles within an entirely enclosed building, with no auto repair (Special Use Permit required)

[• Supper Club (Special Use Permit required)]

• Tattoo Parlor/Body Piercing Studio (Special Use Permit required)

• Tavern – Limited Establishment (Special Use Permit required)

• New and used Books

• New and used Vintage Clothing

• New and used CD's/Records/Videos

• Urban Lounge (Special Use Permit required)

• Wedding Chapel

SECTION 4: Section VII(D)(2)(7) is amended to read as follows:

7. Industrial and Manufacturing

• Light Assembly and Fabrication

• Food Processing (Conditional Use)

• Printing and Publishing

SECTION 5: The Department of Planning is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in 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.

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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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-19-16
_____
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

FIRST AMENDMENT

BILL NO. 2016-33

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO AUTHORIZE ADDITIONAL USES WITHIN THE ARTS DISTRICT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Director of Planning

Summary: Amends the Downtown Centennial Plan to authorize additional uses within the Arts District.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Downtown Centennial Plan, as adopted by Ordinance No. 6051, and as subsequently amended, is hereby amended as set forth in Sections 2 to 4, inclusive, of this Ordinance.

SECTION 2: Section VII(D)(2) is amended by amending the introductory language, before the listings of the various types of uses, to read as follows:

2. Permitted Uses:

[*(Definitions found in Title 19.20)***]**

The following uses are permitted as of right, except as indicated otherwise in parentheses. Conditional Use Regulations and Minimum Special Use Permit Requirements are referenced in Section 19.12.070 of the Unified Development Code. The uses listed below are as they may be defined in Chapter 19.18 of the Unified Development Code.

SECTION 3: Section VII(D)(2)(5) is amended to read as follows:

5. Retail and Personal Services

- Antique/Collectible Store
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- Bakery
- Banquet Facility

- Beer/Wine/Cooler Off-Sale Establishment (Special Use Permit required)
- Beer/Wine/Cooler On-Sale Establishment (Conditional Use)
- Catering Service
- Convenience Store
- Copy Center
- Custom and Craft Work
- Dry Cleaners
- Garden Supply/Plant Nursery, Indoor
- General Personal Service
- General [Retail, other than listed, 3,500 sq. ft. or less] Retail Store, Other Than Listed
- Grocery Store
- Hotel Lounge Bar (Special Use Permit required)
- Internet Café
- Jewelry Store, Class III (Special Use Permit required)
- Jewelry Store, New
- Laundry, Self-Service
- Liquor Establishment-Tavern (Special Use Permit required)
- Massage, Accessory [Use]
- Medical Marijuana Dispensary (Special Use Permit required)
- Museum, Art Display or Art Sales (Private)
- Open Air Vending/Transient Sales Lot (Conditional Use)
- Rental Store
- Restaurant with Alcohol (Special Use Permit required)
- Restaurant with Service Bar (Special Use Permit required)
- Restaurant, 2,000 sq. ft. or more, w/o Drive-Through
- Restaurant, 2,000 sq. ft. or less, w/o Drive-Through

- Sale of new and used [vehicle] vehicles within an entirely enclosed building, with no auto repair (Special Use Permit required)
- [• Supper Club (Special Use Permit required)]
- Tattoo Parlor/Body Piercing Studio (Special Use Permit required)
- Tavern – Limited Establishment (Special Use Permit required)
- New and used Books
- New and used Vintage Clothing
- New and used CD's/Records/Videos
- Urban Lounge (Special Use Permit required)
- Wedding Chapel

SECTION 4: Section VII(D)(2)(7) is amended to read as follows:

7. Industrial and Manufacturing

- Light Assembly and Fabrication
- Food Processing (Conditional Use)
- Printing and Publishing

SECTION 5: The Department of Planning is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in 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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-16-16

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 _____, 2016, 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 _____, 2016, 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
City Clerk

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-35 - For Possible Action - Annexation No. ANX-58981 - Property location: generally located on the north side of West Lone Mountain Road, 325 feet west of Janell Drive; Petitioned by: PN II, Inc., predecessors-in-interest to current owners; Acreage: 5.47 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the north side of West Lone Mountain Road, 325 feet west of Janell Drive. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 9, 2016) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 6/1/2016 City Council Meeting pursuant to the 5/16/16 Recommending Committee Meeting

First Reading – 5/4/2016; First Publication – 5/19/2016

BACKUP DOCUMENTATION:
Bill No. 2016-35 and location map

BILL NO. 2016-35

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-58981)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as generally located on the north side of West Lone Mountain Road, 325 feet west of Janell Drive.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> That portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Township 19 South, Range 60 East, M.D.M., of Clark County Nevada, being NORTHSTAR subdivision as shown on Book 146 of Plats, Page 84 of Clark County, Nevada records, together with the adjoining 50.00 foot half street right of way of Lone Mountain Road described as follows:
>
> COMMENCING at the Southwest Quarter (SW 1/4) corner of said Section 33, said corner also being the centerline intersection of Lone Mountain Road (half street width varies) and Durango Drive (half street 50.00 feet wide); thence along the

south line of said Southwest Quarter (SW 1/4), and the centerline of said Lone Mountain Road, South 88°15'26" East 858.49 feet to the Point of Beginning; thence departing said centerline North 01°08'59" East 50.00 feet to the north line of said Lone Mountain Road at the southwest corner of said NORTHSTAR subdivision; thence along the west line of said NORTHSTAR subdivision, North 01°08'59" East 640.61 feet to the northwest corner of said NORTHSTAR subdivision; thence along the north line of said NORTHSTAR subdivision, South 88°28'04" East 345.21 feet to the northeast corner of said NORTHSTAR subdivision; thence along the east line of said NORTHSTAR subdivision, South 01°08'59" West 641.87 feet to the north right of way of said Lone Mountain Road at the southeast corner of said NORTHSTAR subdivision; thence continuing South 01°08'59" West 50.00 feet to the centerline of said Lone Mountain Road and the south line of said Southwest Quarter (SW 1/4); thence along the centerline of said Lone Mountain Road and said south line, North 88°15'26" West 345.22 feet to the Point of Beginning.

BASIS OF BEARINGS: North 01°08'59" East, being the west line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Township 19 South, Range 60 East M.D.M., as shown on Book 146 of Plats, Page 84 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 present or

previous landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 9th day of June, 2016, 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 9th day of June, 2016, 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 9th day of June, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-25-16
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

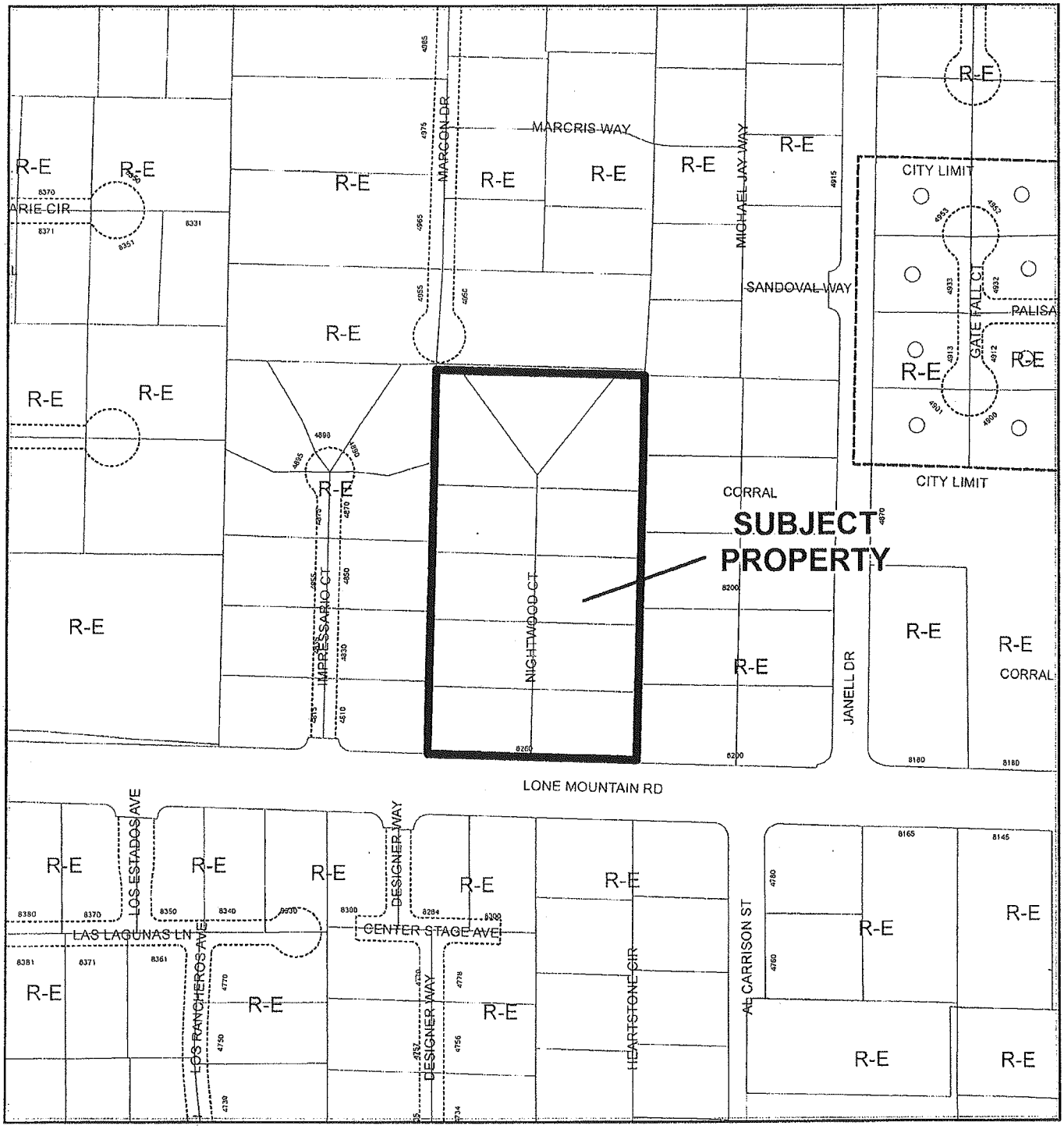
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-58981**

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City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-40 - For Possible Action - Authorizes the issuance of City of Las Vegas, Nevada, Sales Tax Increment Revenue Bonds, Series 2016, in an amount not to exceed $25,000,000, for the purpose of financing projects in the Symphony Park Tourism Improvement District. Proposed by: Venetta Appleyard, Director of Finance

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $25,000,000
Funding Source: Special Programs - Tourism Improvement District Symphony Park
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
Pursuant to NRS Chapter 271A and NRS 350.500 through 350.720, the City is authorized to borrow money and to issue special revenue bonds for the purpose of defraying wholly or in part the costs of projects within a Tourism Improvement District. This bill will authorize the issuance of the bonds referred to above and authorize the Chief Financial Officer to arrange for the sale of the bonds under a negotiated sale with Stifel, Nicolaus & Company, Incorporated, the underwriter. The bonds will be payable and secured by net sales tax revenues.

RECOMMENDATION:
Bill is being heard at the May 31, 2016 Recommending Committee Meeting and will be eligible for adoption on this 6/1/2016 City Council Meeting.

First Reading – 5/4/2016; First Publication – 5/19/2016

BACKUP DOCUMENTATION:
Bill No. 2016-40

Summary - an ordinance authorizing the issuance of the City of Las Vegas, Nevada, Sales Tax Increment Revenue Bonds, Series 2016.

BILL NO. 2016-40

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AUTHORIZING THE ISSUANCE OF ITS "CITY OF LAS VEGAS, NEVADA, SALES TAX INCREMENT REVENUE BONDS, SERIES 2016" FOR THE PURPOSE OF FINANCING PROJECTS IN THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (SYMPHONY PARK); PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

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 (the "Charter"); and

WHEREAS, under NRS Chapter 271A, Tourism Improvement District Law (the "Tourism Act"), the City of Las Vegas (the "City") has the power to create a tourism improvement district to be known as the "City of Las Vegas, Nevada Tourism Improvement District (Symphony Park)" (the "District") for the development of property within the jurisdiction of the City; and

WHEREAS, the City Council of the City (the "Council") desires to construct a project (the "Project") to be located in the District as further described in the report entitled "An Assessment of the Proposed Symphony Park Tourism Improvement District in Las Vegas, NV" prepared by Civitas and Tourism Economics, dated November 20, 2014 (the "2014 Report"); and

WHEREAS, the Tourism Act requires, among other things, that before the District may be created, the Council must make a written finding at a public hearing, based upon reports from independent consultants, as to whether the Project and the financing thereof will

have a positive fiscal effect on the provision of local governmental services (the "Fiscal Effect Finding"), after considering:

(a) the amount of proceeds of all taxes and other governmental revenue projected to be received as a result of the properties and businesses expected to be located in the District;

(b) the use of any money proposed to be pledged pursuant to the Tourism Act;

(c) any increase in costs for the provision of local governmental services, including, without limitation, services for education, including operational and capital costs, and services for police protection and fire protection, as a result of the Project and the development of land within the District; and

(d) estimates of any increases in the proceeds from sales and use taxes collected by retailers located outside of the District and of any displacement of the proceeds from sales and use taxes collected by those retailers, as a result of the properties and businesses expected to be located in the District; and

WHEREAS, pursuant to the Tourism Act, at least 45 days before making the Fiscal Effect Finding, the Council provided to the Board of County Commissioners of Clark County, written notice of the time and place of the meeting at which the Council will consider making the Fiscal Effect Finding and each analysis prepared by or for or presented to the Council regarding the fiscal effect of the Project and the use of any money proposed to be pledged pursuant to the Tourism Act on the provision of local governmental services, including education; and

WHEREAS, the City commissioned the 2014 Report regarding, among other things, the fiscal effect on the provision of local governmental services and the estimated amount and source of sales and use taxes generated in the District; and

WHEREAS, the City provided at least 15 days' notice of a public hearing held on February 4, 2015 by publication pursuant to NRS 271A.080(5); and

WHEREAS, the Council held a public hearing on February 4, 2015 and pursuant to a resolution adopted on February 4, 2015 at the public hearing, the Council made written findings pursuant to NRS 271A.080(2), (3) and (5), including the Fiscal Effect Finding; and

WHEREAS, the City provided materials to the Nevada Commission on pursuant to NRS 271A.080(5); and

WHEREAS, pursuant to a resolution adopted on March 21, 2015, the Commission on Tourism made the determination pursuant to NRS 271A.080(5) that a preponderance of the increase in the proceeds from sales and use taxes identified pursuant to NRS 271A.080(5) will be attributable to transactions with tourists who are not residents of this State and approved the use of monies under NRS 360.855(3); and

WHEREAS, no portion of any of the Property in the District is also included within any boundaries of any other tourism improvement district or any improvement district for which any money has been pledged pursuant to NRS 271.650; and

WHEREAS, having met all of the prerequisites to creation of the District pursuant to NRS 271A.080, the Council created the District pursuant to Ordinance No. 6412 adopted by the Council on April 15, 2015, and the Tourism Act; and

WHEREAS, the City has entered into a Cooperative Agreement dated June 3, 2015, with the State of Nevada Department of Taxation (the "Cooperative Agreement") specifying the dates and procedure for distribution to the City of the Sales Tax Revenues (as defined in in that certain Indenture of Trust (the "Indenture") dated as of June 1, 2016, between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee")); and

WHEREAS, the Charter and the Tourism Act provide that the City may borrow money to acquire, improve, equip, operate and maintain a project permitted under the Act, funding of the Reserve Fund and the Supplemental Reserve Fund (as such terms are defined in the Indenture) and the payment of the costs of issuance of the Bonds (the "Project") and for such purpose may issue bonds or other securities, and the Council determines and declares that the Project is a corporate and municipal purpose within the meaning of such provisions; and

WHEREAS, pursuant to the Charter, 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 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 hereby authorizes the issuance of the City of Las Vegas, Nevada, Sales Tax Increment Revenue Bonds, Series 2016 (the "Bonds") for the purpose of defraying wholly or in part the cost of the Project payable from and secured by Net Sales Tax

Revenues and the Pledged Parking Revenues (as such terms are defined in the Indenture) pursuant to the Indenture; and

WHEREAS, the City has determined and hereby determines that it is necessary and in the best interests of the City and its citizens to finance the Project with proceeds of the Bonds; and

WHEREAS, the Council has determined, and does hereby declare its intention:

i) To effect the Project, and

ii) To issue the Bonds to defray in part the cost of the Project, pursuant to the Tourism Act and Bond Act; and

WHEREAS, the payment of the principal of and interest on the Bonds will be secured by the Net Sales Tax Revenues and the Pledged Parking Revenues; and

WHEREAS, the City has not pledged the Net Sales Tax Revenues and the Pledged Parking Revenues for the payment of any securities payable from the Net Sales Tax Revenues and the Pledged Parking Revenues, or otherwise, with the result that the Net Sales Tax Revenues and the Pledged Parking Revenues may be pledged lawfully and irrevocably to secure the payment of the Bonds; and

WHEREAS, the City Chief Financial Officer is hereby authorized to arrange for the sale of the Bonds in accordance with NRS 350.105 to 350.195, inclusive (the "Bond Sale Act"), including, without limitation, negotiate the terms of the sale of the Bonds with Stifel, Nicolaus & Company, Incorporated (the "Underwriter"); and

WHEREAS, after negotiation for the sale of the Bonds with the Underwriter, the City Chief Financial Officer (the "City Chief Financial Officer"), or in his absence, the City Manager, is hereby authorized to sell the Bonds to the Underwriter, and the City Chief Financial Officer, or in his absence, the City Manager, is hereby authorized to accept a binding bid for the Bonds, the Bonds to bear interest at fixed rates per annum as provided herein, at a price equal to the principal amount thereof, and otherwise as specified by the City Chief Financial Officer, or in his absence, the City Manager, in the Bond Purchase Contract (the "Bond Purchase Contract") between the City and the Underwriter; and

WHEREAS, the Council hereby elects to have the provisions of chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the Council has determined and does hereby declare that the Bond is issued pursuant to the Bond Act and in accordance with the provisions of Section 350.628 of the Bond Act, such recital shall be conclusive evidence of its validity and regularity of its issuance.

WHEREAS, pursuant to NRS 271A.120, prior to the issuance of any bonds, the City must obtain the results of a feasibility study (the "Bond Feasibility Study"), commissioned by the City which shows that a sufficient amount will be generated from money pledged pursuant to NRS 271A.070 to make timely payment on the Bonds; and

WHEREAS, the City has commissioned the Bond Feasibility Study from Peckham Guyton Albers & Viets, Inc. doing business as PGAV Planners and such Bond Feasibility Study shall be obtained by and addressed to the City prior to the issuance of the Bonds;

WHEREAS, there are on file with the City Clerk, (a) a proposed form of the Indenture, (b) a proposed form of the Bond Purchase Contract, (c) the Preliminary Official Statement (the "Preliminary Official Statement") and (d) the proposed form of a Continuing Disclosure Certificate (the "Disclosure Certificate");

WHEREAS, the City hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the Council has found and determined and hereby declares:

(a) It is necessary and for the best interests of the City to effect the Project and to issue the Bonds;

(b) Each of the limitations and other conditions to the issuance of the Bonds in the Project Act, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to NRS 350.708, this determination of the Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

(c) This ordinance pertains to the sale, issuance and payment of the Bonds; this declaration shall be conclusive in the absence of fraud or gross abuse of discretion.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN:

Section 101. All Actions Ratified, Approved and Confirmed. All actions not inconsistent with the provisions of this Resolution heretofore taken by any of the officials of the City and the efforts of the City directed toward the issuance, sale and delivery of the Bonds are, ratified, approved and confirmed.

Section 102. Authorization of the Indenture. The forms, terms and provisions of the Indenture are authorized and approved, and the City shall enter into the Indenture substantially in the form of the Indenture as on file with the City Clerk, but with such changes therein as shall be consistent with this Ordinance and as the Mayor of the City shall approve, the execution thereof being deemed conclusive of the approval of any such changes. The Mayor of the City is authorized and directed to execute and deliver the Indenture for and on behalf of the City in substantially the form of such document on file with the City Clerk as so changed. The City Clerk is authorized and directed to affix the seal of the City to, and to attest, the Indenture in substantially the form of such documents on file with the City Clerk as so changed. The appointment of The Bank of New York Mellon Trust Company, N.A., as trustee, paying agent and registrar under the Indenture is authorized and approved.

Section 103. Authorization of the Bond Purchase Contract. The form, terms and provisions of the Bond Purchase Contract are authorized and approved, and the City shall enter into the Bond Purchase Contract substantially in the form of such document on file with the City Clerk, but with such changes therein as shall be consistent with this Ordinance and as the Chief Financial Officer of the City shall approve, the execution thereof being deemed conclusive of the approval of such changes. The Chief Financial Officer of the City is authorized and directed to execute and deliver the Bond Purchase Contract for and on behalf of the City in substantially the form of said document on file with the City Clerk as so changed.

Section 104. Authorization of the Preliminary Official Statement. The Preliminary Official Statement, in the form on file with the City Clerk, is authorized and approved. The officials of the City are authorized to prepare a final Official Statement (the "Official Statement") in the substantially the form of the Preliminary Official Statement, but with such changes therein as shall be consistent with this Resolution and as the Finance Officer of the City shall approve, the execution thereof being deemed conclusive of the approval of any such changes. The Chief Financial Officer of the City is authorized and directed to execute and deliver the Official Statement for and on behalf of the City. The distribution by the Underwriter

of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Bonds is approved.

Section 105. Authorization of the Disclosure Certificate. The Disclosure Certificate, in the form on file with the City Clerk, is authorized and approved. The Finance Officer of the City is authorized and directed to execute and deliver the Disclosure Certificate for and on behalf of the City in substantially the form of such document on file with the City Clerk.

Section 106. Issuance of the Bonds. The issuance of the Bonds, in the principal amounts, with the payment dates, and bearing interest at the rates set forth in the Indenture, and the form, terms and provisions of the Bonds, in substantially the form set forth in the Indenture, is approved; and the Mayor and the City Treasurer are authorized and directed to execute the Bonds, and the Clerk of the City is authorized and directed to attest the Bonds, in substantially the form set forth in the Indenture, but with such changes therein as shall be consistent with the Indenture and this Ordinance and which the officers of the City executing the Bonds shall approve, the execution thereof being deemed conclusive of the approval of any such changes. The seal of the City is authorized and directed to be affixed to or imprinted on the Bonds.

Section 107. Delegation to Officers. The officers of the City shall take all action which they deem necessary or reasonably required in conformity with the Act to accomplish the transactions contemplated by the Indenture, the Bond Purchase Contract, the Disclosure Certificate and the Preliminary Official Statement, including the paying of incidental issuance expenses, which are authorized to be paid, and the officers of the City are authorized and directed to execute all requisitions to pay issuance expenses, and for carrying out, giving effect to and consummating the transactions contemplated by this Resolution, the Indenture, the Bond Purchase Contract, the Disclosure Certificate and the Preliminary Official Statement, including, without limitation, the execution and delivery of any necessary or appropriate closing documents to be delivered in connection with the issuance, sale and delivery of the Bonds.

Section 108. Successors. Whenever herein the City is named or is referred to, such provision shall be deemed to include any successors of the City, respectively, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the

City or of their respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

Section 109. Parties Interested Herein. Except as herein otherwise expressly provided, nothing herein expressed or implied confers upon or gives to any Person (other than the Trustee, the owners from time to time of the Bonds, and the owners of any other securities payable from Net Sales Tax Revenues and Pledged Parking Revenues when reference is expressly made thereto, as well as the City) any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, any owner of any Bonds and any owner of any such other security in the event of such a reference.

Section 110. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the City, the officers of the City, and otherwise by the City directed toward the Project and toward the sale of the Bonds to the Underwriter for that purpose, hereby is ratified, approved and confirmed.

Section 111. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the owner or owners of the Bonds; and this Ordinance (subject to the provisions of Section 1001 and of Article XII hereof), if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, except as herein otherwise expressly provided.

Section 112. Repealer. All bylaws, orders and other instruments, or parts thereof, inconsistent herewith are hereby repealed to the extent only of the inconsistency. This repealer shall not be construed to revive any bylaw, order or other instrument, or part thereof, heretofore repealed.

Section 113. Severability. If any section, subsection, 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, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 114. Publication of Proposed Ordinance. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AUTHORIZING THE ISSUANCE OF ITS "CITY OF LAS VEGAS, NEVADA, SALES TAX INCREMENT REVENUE BONDS, SERIES 2016" FOR THE PURPOSE OF FINANCING PROJECTS IN THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (SYMPHONY PARK); PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, in City Hall, 495 South Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on the May 18, 2016, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on June 1, 2016.

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 115. Publication After Adoption of Ordinance; Effective Date. After this Ordinance is signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be published by title only, together with the names of the members of the Council who voted for or against its adoption. This Ordinance shall be in effect on and after the publication of adoption of this Ordinance. Such publication of adoption of this Ordinance shall be made at least once in a newspaper published and having general circulation in the City and such publication shall be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

BILL NO. _____

ORDINANCE NO.

(of Las Vegas, Nevada)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AUTHORIZING THE ISSUANCE OF ITS "CITY OF LAS VEGAS, NEVADA, SALES TAX INCREMENT REVENUE BONDS, SERIES 2016" FOR THE PURPOSE OF FINANCING PROJECTS IN THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (SYMPHONY PARK); PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on May 18, 2016, and was passed at the meeting held on June 1, 2016, by the following vote of the City Council:

Those Voting Aye:

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the ___ day of June, 2016, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this June 1, 2016.

Attest: /s/ Carolyn G. Goodman
Mayor

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication)

Adopted June 1, 2016.

(SEAL)

Attest:

Carolyn G. Goodman, Mayor

LuAnn D. Holmes, MMC, City Clerk

Approved as to form:

5-4-16

City Attorney or Chief Deputy City Attorney

This Ordinance shall be in full force and effect from and after June __, 2016, i.e., the day after the publication of such Ordinance by its title only.

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss.**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

(1) The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced on May 18, 2016 and finally adopted and approved on June 1, 2016.

(2) The following members of the Council were present at the May 18, 2016 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Absent:	_____
	_____

(3) The foregoing Ordinance was first proposed and read by title to the City Council on May 18, 2016, and referred to a committee composed of _____ _____ for recommendation; thereafter the committee reported favorably on the Ordinance on June 1, 2016, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the June 1, 2016 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

(4) The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

(5) All members of the Council were given due and proper notice of the meetings held on May 18, 2016 and June 1, 2016. Pursuant to NRS 241.020, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

(6) A copy of such notice so given of the meeting of the Council on May 18, 2016 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on June 1, 2016 is attached to this certificate as Exhibit B.

(7) A copy of the affidavit of publication of the notice of deposit of ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of the 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 June 1, 2016.

_____
LuAnn D. Holmes, MMC, City Clerk

EXHIBIT A

(Attach Copy of Notice of May 18, 2016 Meeting)

EXHIBIT B

(Attach Copy of Notice of June 1, 2016 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Deposit of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-34 - Authorizes the establishment and operation of an occasional program by which fines for qualifying parking infractions may be paid by means of the donation of food items or children's toys in lieu of the payment of money. Sponsored by: Councilman Bob Beers

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will authorize the establishment and operation of an occasional program by which fines for qualifying parking infractions may be paid by means of the donation of food items or children's toys in lieu of the payment of money. The bill authorizes the Parking Services Division to establish program details and limitations, subject to guidelines established in the bill.

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. 2016-34

BILL NO. 2016-34

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT AND OPERATION OF AN OCCASIONAL PROGRAM BY WHICH FINES FOR QUALIFYING PARKING INFRACTIONS MAY BE PAID BY MEANS OF THE DONATION OF FOOD ITEMS OR CHILDREN'S TOYS IN LIEU OF THE PAYMENT OF MONEY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Beers

Summary: Authorizes the establishment and operation of an occasional program by which fines for qualifying parking infractions may be paid by means of the donation of food items or children's toys in lieu of the payment of money.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11, Chapter 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 150, reading as follows:

11.10.150: (A) Notwithstanding the provisions of LVMC 11.10.140 or any other provision of this Chapter, the Parking Services Division, from time to time and upon authorization by the City Council pursuant to Subsection (B), may operate a temporary program by which fines for qualifying parking infractions may be paid by means of the donation of food items or children's toys in lieu of the payment of money. In order to satisfy the amount of the fine for any particular infraction, the food or toys donated must be of equal or greater value than the amount of the corresponding fine.

(B) A temporary program described in Subsection (A) may be authorized no more than twice per calendar year and must be approved in advance, as to both time period and duration, by the City Council. The Parking Services Division may establish such procedures and requirements regarding the program as may be desirable or appropriate, including without limitation a range of dates within which parking infractions must have been issued in order to be eligible and a time period within which donations in lieu of payment must be made. The determination of whether or not a particular parking infraction qualifies under the program, and the determination of the value of donations are completely within the

discretion of the Parking Services Division.

(C) For purposes of Subsection (A), "qualifying parking infraction" means any non-moving violation OTHER THAN the following:

(1) Parking at red curb – LVMC 11.52.030(A)(1)

(2) Parking vehicle facing traffic – LVMC 11.52.040(A)

(3) Parking over 18" from curb – LVMC 11.52.040(B)

(4) Blocking alley – LVMC 11.52.050

(5) No parking areas – LVMC 11.52.130(A)(1)

(6) Parking in fire lane – LVMC 11.52.130(A)(2)

(7) Traffic hazard – LVMC 11.52.130(A)(3)

(8) No stopping, standing or parking – LVMC 11.52.130(A)(3)

(9) Parking within 15' of a fire hydrant – LVMC 11.52.130(A)(4)

(10) Blocking sidewalk – LVMC 11.52.130(A)(6)

(11) Double parking – LVMC 11.52.130(A)(10)

(12) Parking within 15' of an intersection – LVMC 11.52.130(A)(11)

(13) Parking within 20' of a crosswalk – LVMC 11.52.130(A)(12)

(14) Parking within 30' of a stop/yield sign – LVMC 11.52.130(A)(13)

(15) Parking in bike lane – LVMC 11.52.130(A)(14)

(16) Blocking traffic lane – LVMC 11.52.130(A)(15)

(17) Handicap-related parking – LVMC 11.52.135 and 11.52.136

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections,

subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: 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 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-19-16
_____
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-36 - Annexation No. ANX-62383 - Property location: 6645 West El Campo Grande Avenue; Petitioned by: Michael A. Valente, predecessor-in-interest to current owner; Acreage: 1.50 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 6645 West El Campo Grande Avenue. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 23, 2016) 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. 2016-36 and location map

BILL NO. 2016-36

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-62383)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as located at 6645 West El Campo Grande Avenue.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> That portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 26, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, as described in Grand, Bargain, Sale Deed recorded in Book 20061031 as Instrument Number 02038 of Clark County Nevada records, together with the adjoining 30.00 foot south half street right of way of El Campo Grande Avenue described as follows:
>
> COMMENCING at the centerline intersection of El Campo Grande Avenue and Gilbert Lane; thence along the centerline of said El Campo Grande Avenue, South 88°30'26" East 50.39 feet to the beginning of a curve concave northwesterly having a radius of 1120.00 feet; thence northeasterly along said curve through a

central angle of 13°15'52" an arc length of 259.29 feet to the POINT OF BEGINNING; thence continuing northeasterly along said 1120.00 feet radius curve through a central angle of 0°33'03" an arc length of 10.77 feet; thence North 77°39'00" East 9.07 feet to a curve concave southeasterly having a radius of 745.00 feet; thence northeasterly along said curve through a central angle of 12°25'39" an arc length of 161.59 feet; thence departing said centerline along the radial line of said curve, South 00°04'39" West 30.00 feet to the south line of said El Campo Grande Avenue at the northeast corner of said Grand, Bargain, Sale Deed parcel; thence South 01°36'27" West 367.50 feet to the southeast corner of said parcel; thence North 81°55'18" West 173.71 feet to the southwest corner of said parcel; thence North 01°36'27" East 322.34 feet to the northwest corner of said parcel at the south line of said El Campo Grande Avenue; thence North 12°24'39" West 30.00 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: South 01°36'27" West being the east line of Grand, Bargain, Sale Deed parcel recorded in Book 20061031 as Instrument Number 02038 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 present or previous landowners have signed a petition constituting one hundred percent (100%) of the owners

of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 23rd day of June, 2016, 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 23rd day of June, 2016, 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 23rd day of June, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-3-16
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

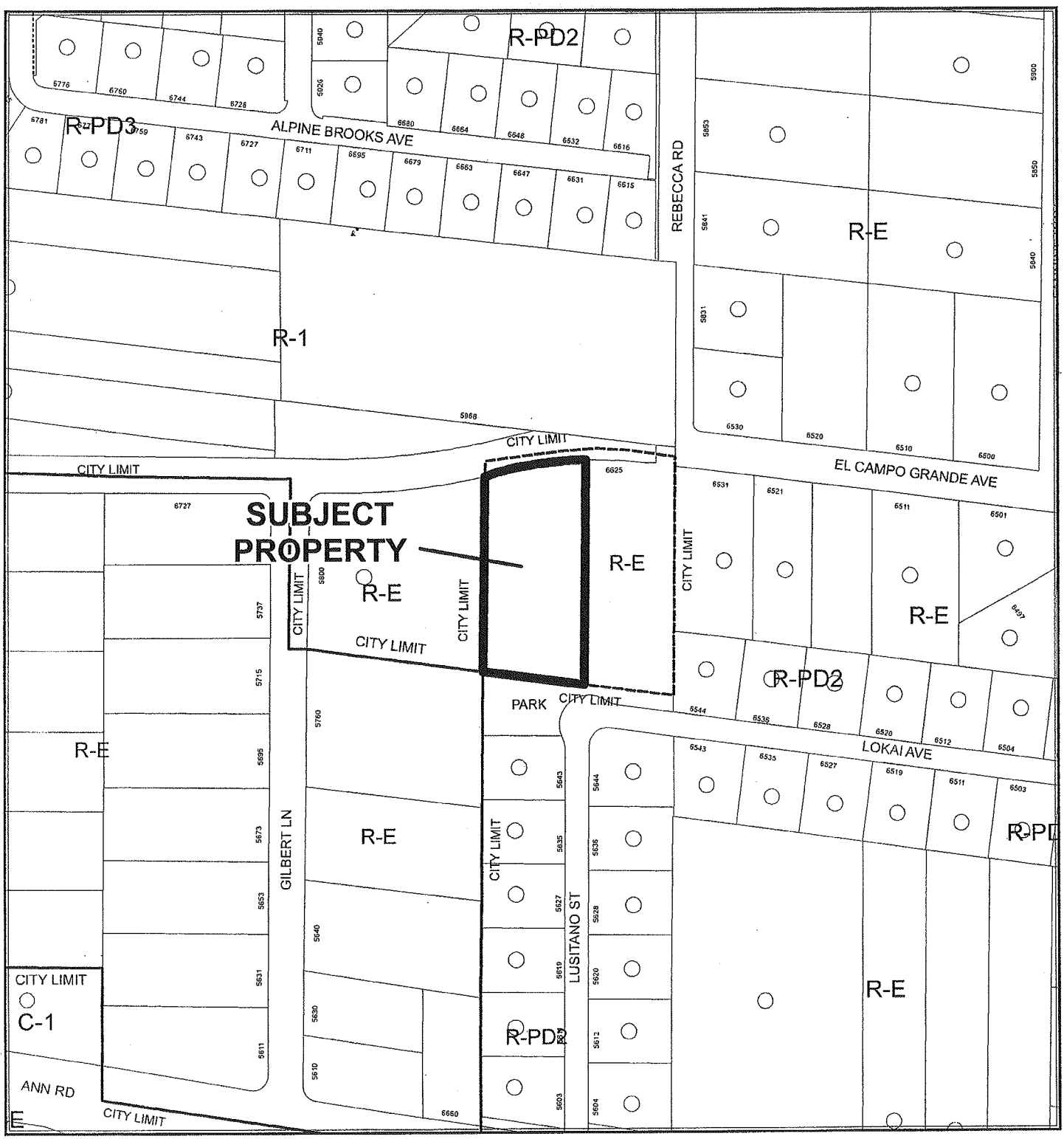
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-62383**

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-37 - Annexation No. ANX-62386 - Property location: 4980 Ghost Dance Circle; Petitioned by: Corey and Mary Joyce Newcome; Acreage: 0.68 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 4980 Ghost Dance Circle. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 23, 2016) 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. 2016-37 and location map

BILL NO. 2016-37

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-62386)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as located at 4980 Ghost Dance Circle.

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 Southwest Quarter (SW 1/4) of Section 31, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, as shown on Book 134 of Plats, Page 64 of Clark County Nevada records, being Lot 2 of said plat and including the adjoining 30.00 foot south half street right of way of La Madre Way and the adjoining west 40.00 feet half street right of way of Grand Canyon Drive together with the 20.00 feet radial corner described as follows:
>
> BEGINNING at the northeast corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 31, said corner also being centerline intersection of La Madre Way (half street 30.00 foot wide) and Grand Canyon

Drive (half street 40.00 foot wide); thence along the centerline of said Grand Canyon Drive, South 00°00'44" East 199.79 feet; thence departing said centerline at a right angle, South 89°59'16" West 40.00 feet to the west line of said Grand Canyon Drive at the southeast corner of said Lot 2; thence along the south line of said Lot 2, South 88°38'10" West 140.92 feet to the southwest corner of said Lot 2; thence along the west line of said Lot 2 the following two courses: 1) North 00°00'13" East 15.57 feet, 2) North 21°37'44" East 166.44 feet to the northwest corner of said Lot 2 at the south line of said La Madre Way; thence North 01°22'26" West 30.00 feet to the centerline of said La Madre Way; thence along said centerline, North 88°37'34" East 120.25 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: North 88°37'34" East being the north line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 31, Township 19 South, Range 60 East M.D.M. as shown on Book 134 of Plats, Page 64 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 23rd day of June, 2016, 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 23rd day of June, 2016, 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 23rd day of June, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-3-16
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

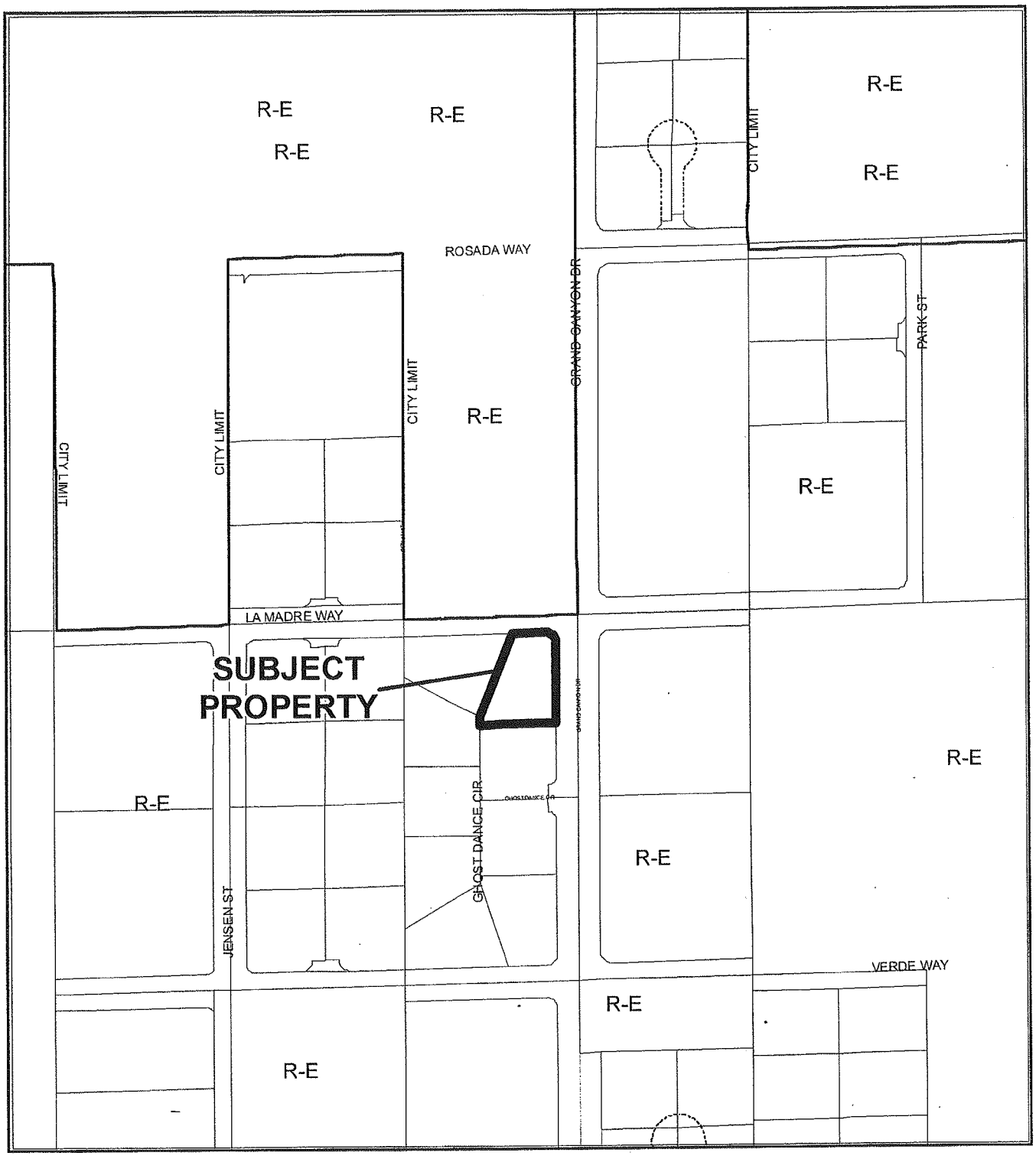
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-62386**

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-38 - Annexation No. ANX-63179 - Property location: 5686 North Rainbow Boulevard; Petitioned by: Aqua Bamboo, LLC; Acreage: 0.95 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 5686 North Rainbow Boulevard. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 24, 2016) 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. 2016-38 and location map

BILL NO. 2016-38

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-63179)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located at 5686 North Rainbow Boulevard.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> That portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 26, Township 19 South, Range 60 East, M.D.M. as shown on Rainbow Gardens Subdivision in Book 17 of Plats, Page 6 of Clark County Nevada records described as follows:
>
> Lot 12 in Block 1 of said Rainbow Gardens Subdivision, together with the adjoining 50.00 foot half street right of way of Rainbow Boulevard as shown by map thereof on file in Book 17 of Plats, Page 6 in the Office of the County Recorder of Clark County, Nevada.

SECTION 2: The City Council hereby determines that the described territory

meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such

installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 24th day of June, 2016, 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 24th day of June, 2016, 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 24th day of June, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-3-16
_____
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

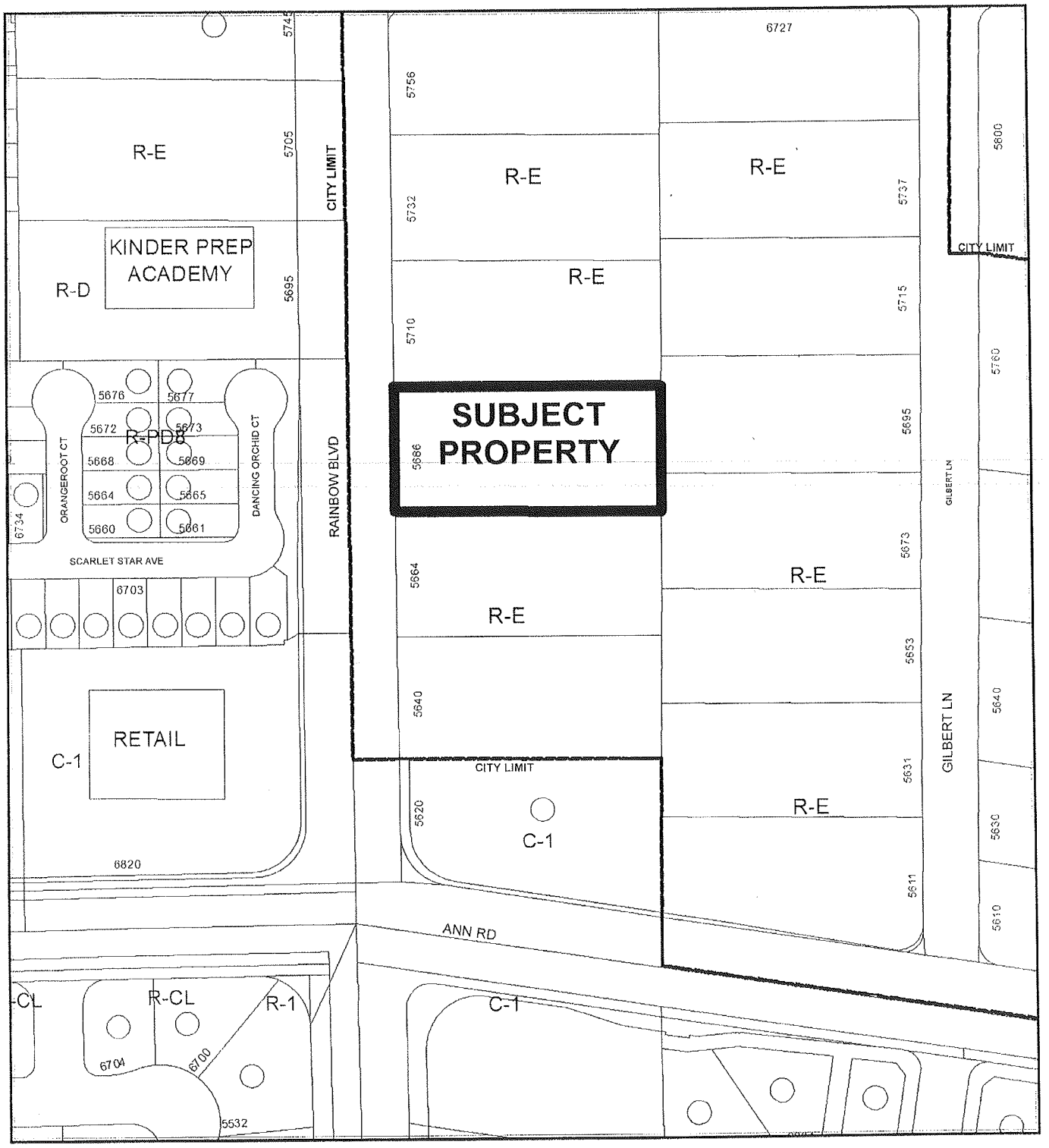
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-63179**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-39 - Annexation No. ANX-63953 - Property location: generally located on the north side of Craig Road, approximately 350 feet east of El Capitan Way; Owner: United States of America; Acreage: 2.58 acres; Zoned: R-E (County zoning), U (City equivalent). Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the north side of Craig Road, approximately 350 feet east of El Capitan Way. The annexation parcel is owned by the United States of America. The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 23, 2016) 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. 2016-39 and location map

BILL NO. 2016-39

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-63953)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as generally located on the north side of Craig Road, approximately 350 feet east of El Capitan Way.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 5, Township 20 South, Range 60 East, M.D.M, Clark County, Nevada.

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowner has filed with the City a letter of nonobjection in lieu of an annexation petition.

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 23rd day of June, 2016, 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 23rd day of June, 2016, 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 23rd day of June, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as U (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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-3-16
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

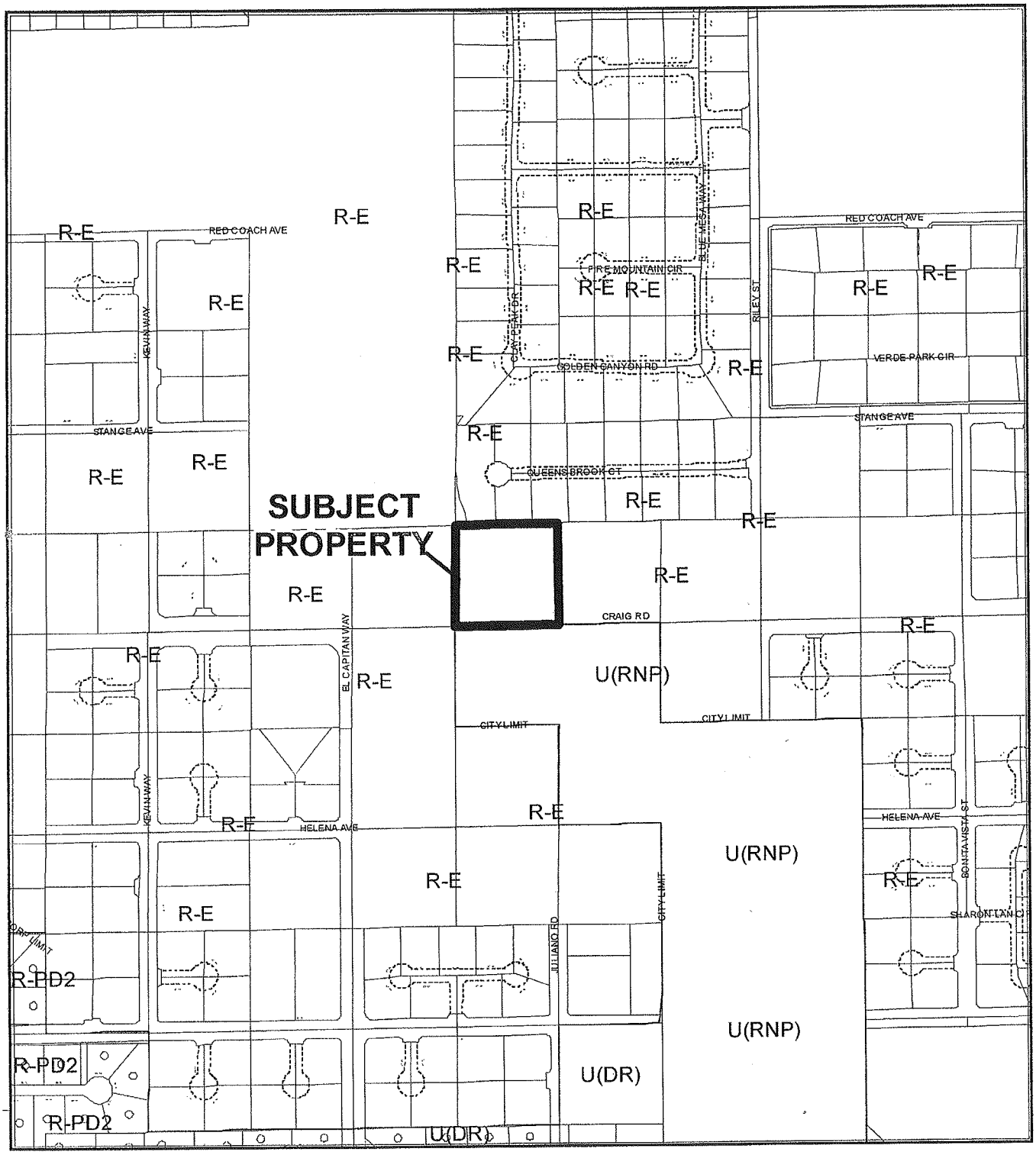
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



0 400 800 Feet

CASE: **ANX-63953**

N

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
NEW BILLS:

Bill No. 2016-41 - Annexation No. ANX-64020 - Property location: on the north side of West El Campo Grande Avenue, west of North Alpine Ridge Way; Petitioned by: Elaine Kahn Shapiro; Acreage: 5.18 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the north side of West El Campo Grande Avenue, west of North Alpine Ridge Way. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (July 28, 2016) 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. 2016-41 and location map

BILL NO. 2016-41

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-64020)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located on the north side of West El Campo Grande Avenue, west of North Alpine Ridge Way.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> The East Half (E 1/2) of the Southeast Quarter (SE 1/4) Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 25, Township 19 South, Range 59 East, M.D.M. in Clark County, State of Nevada.

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or

other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-17-16
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

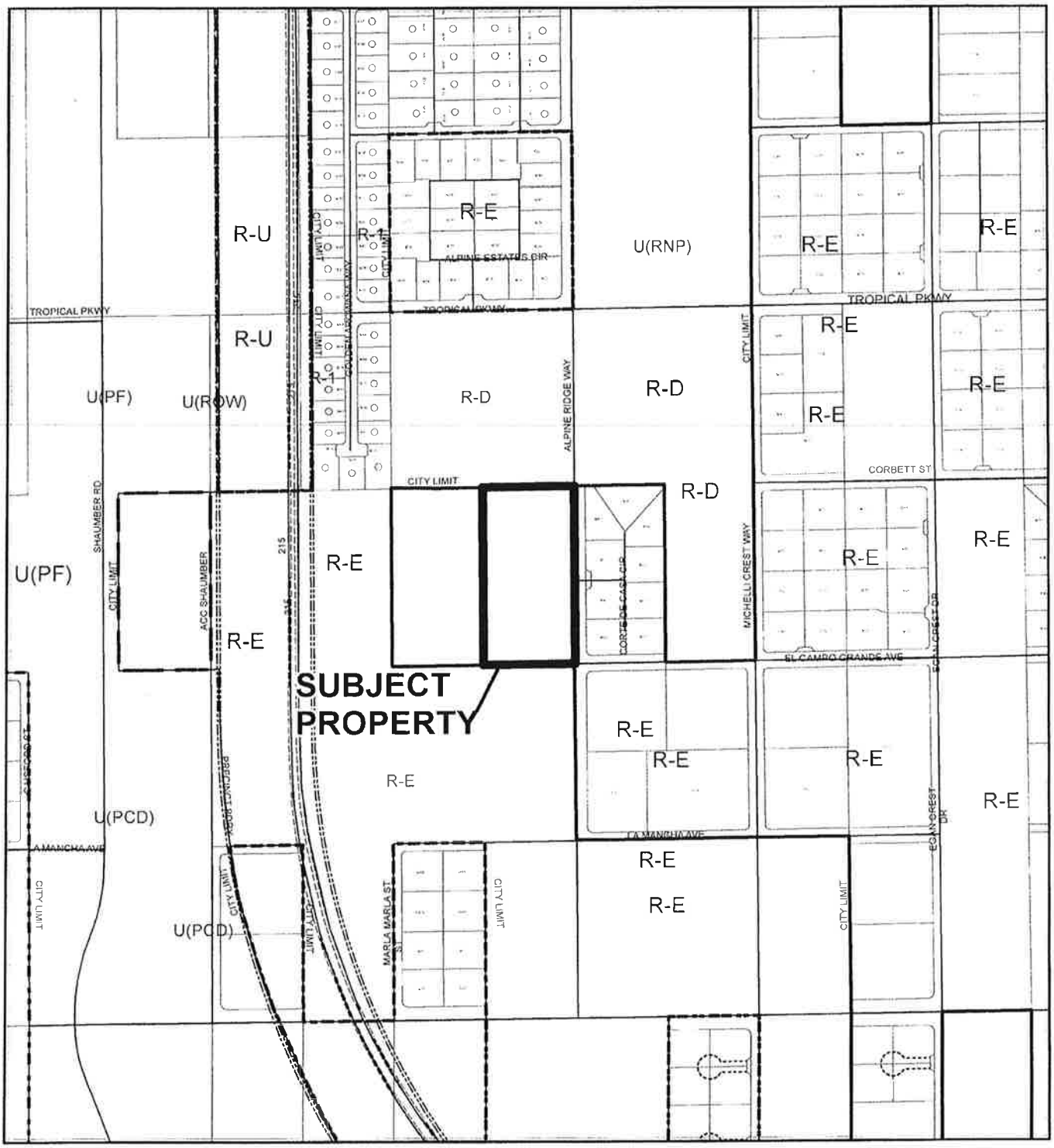
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-64020**

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
NEW BILLS:

Bill No. 2016-42 - Annexation No. ANX-64021 - Property location: on the north side of West El Campo Grande Avenue, 340 feet west of North Alpine Ridge Way; Petitioned by: Estelle Kahn; Acreage: 5.18 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the north side of West El Campo Grande Avenue, 340 feet west of North Alpine Ridge Way. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (July 28, 2016) 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. 2016-42 and location map

BILL NO. 2016-42

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-64021)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located on the north side of West El Campo Grande Avenue, 340 feet west of North Alpine Ridge Way.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> The West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 25, Township 19 South, Range 59 East, MDM, Clark County, Nevada.

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or

other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-17-16
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

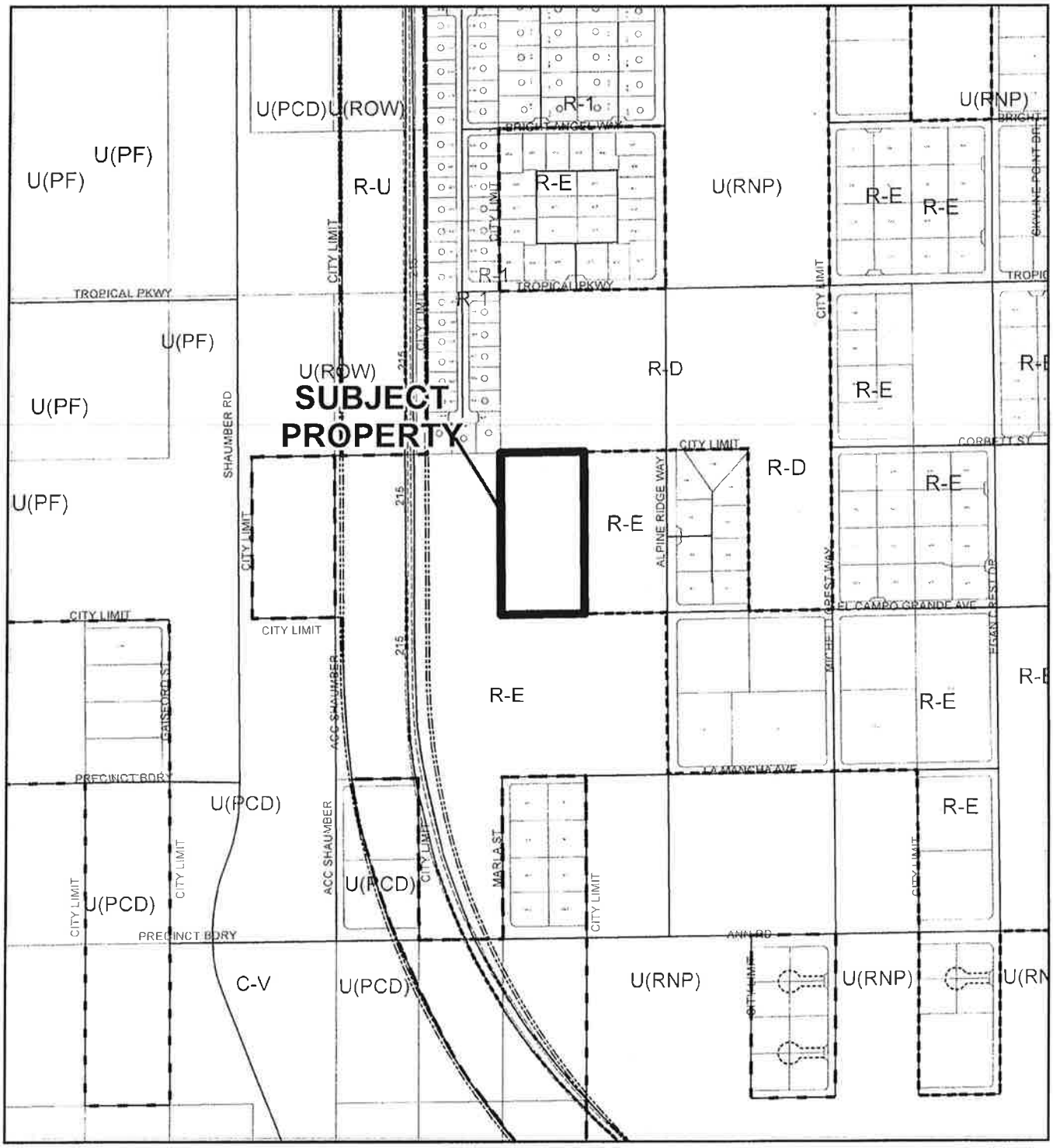
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk


SUBJECT PROPERTY
U(PF)
U(PF)
U(PF)
U(PF)
U(PF)
U(PCD)
U(ROW)
U(ROW)
U(PCD)
U(PCD)
U(PCD)
C-V
U(PCD)
U(RNP)
U(RNP)
U(RNP)
U(RNP)
R-U
R-1
R-1
R-1
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-D
R-D
TROPICAL PKWY
TROPICAL PKWY
CITY LIMIT
SHAUMBER RD
ACC SHAUMBER
ALPINE RIDGE WAY
EL CAMPO GRANDE AVE
LA MANCHA AVE
MAR LA ST
PRECINCT BDRY
PRECINCT BDRY
GAINSBORO ST
CORBETT SY
0
450
900
Feet
CASE: ANX-64021
N

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
NEW BILLS:

Bill No. 2016-43 - Annexation No. ANX-64360 - Property location: at the southwest corner of Craig Road and Riley Street; Petitioned by: Clark County Investors, LLC; Acreage: 2.58 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located at the southwest corner of Craig Road and Riley Street. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (July 28, 2016) 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. 2016-43 and location map

BILL NO. 2016-43

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-64360)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as generally located at the southwest corner of Craig Road and Riley Street.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 5, Township 20 South, Range 60 East M.D.M, Clark County, Nevada.

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-17-16
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

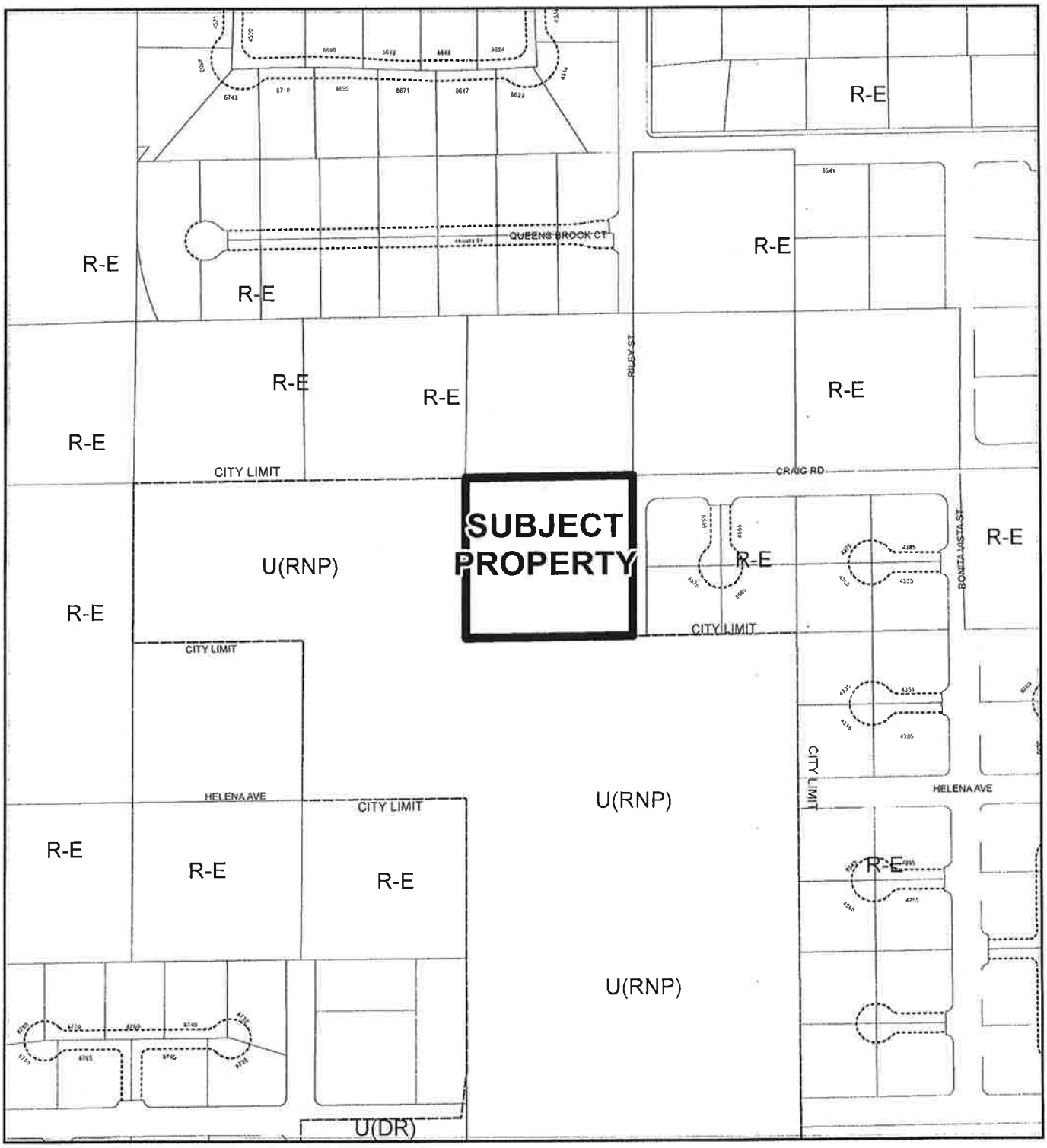
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-64360**

0 300 600 Feet

N

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
NEW BILLS:

Bill No. 2016-44 - Annexation No. ANX-64386 - Property location: at the northwest corner of Centennial Parkway and Alpine Ridge Way; Petitioned by: Roaring Folk Management, LLC; Acreage: 4.79 acres; Zoned: R-U (County zoning), U (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located at the northwest corner of Centennial Parkway and Alpine Ridge Way. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (July 28, 2016) 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. 2016-44 and location map

BILL NO. 2016-44

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-64386)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located at the northwest corner of Centennial Parkway and Alpine Ridge Way.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 24, Township 19 South, Range 59 East, MDM, Clark County, Nevada.
>
> EXCEPT THEREFROM that portion of said East Half (E 1/2) described by that GRANT, BARGAIN, SALE DEED, recorded September 22, 1999 in Book 990922 as Instrument Number 03015 of Clark County, Nevada Records.

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 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

SECTION 7: The described territory, which previously has been zoned R-U (County of Clark classification), is hereby classified as U (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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-17-16
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 _____, 2016, 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 _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

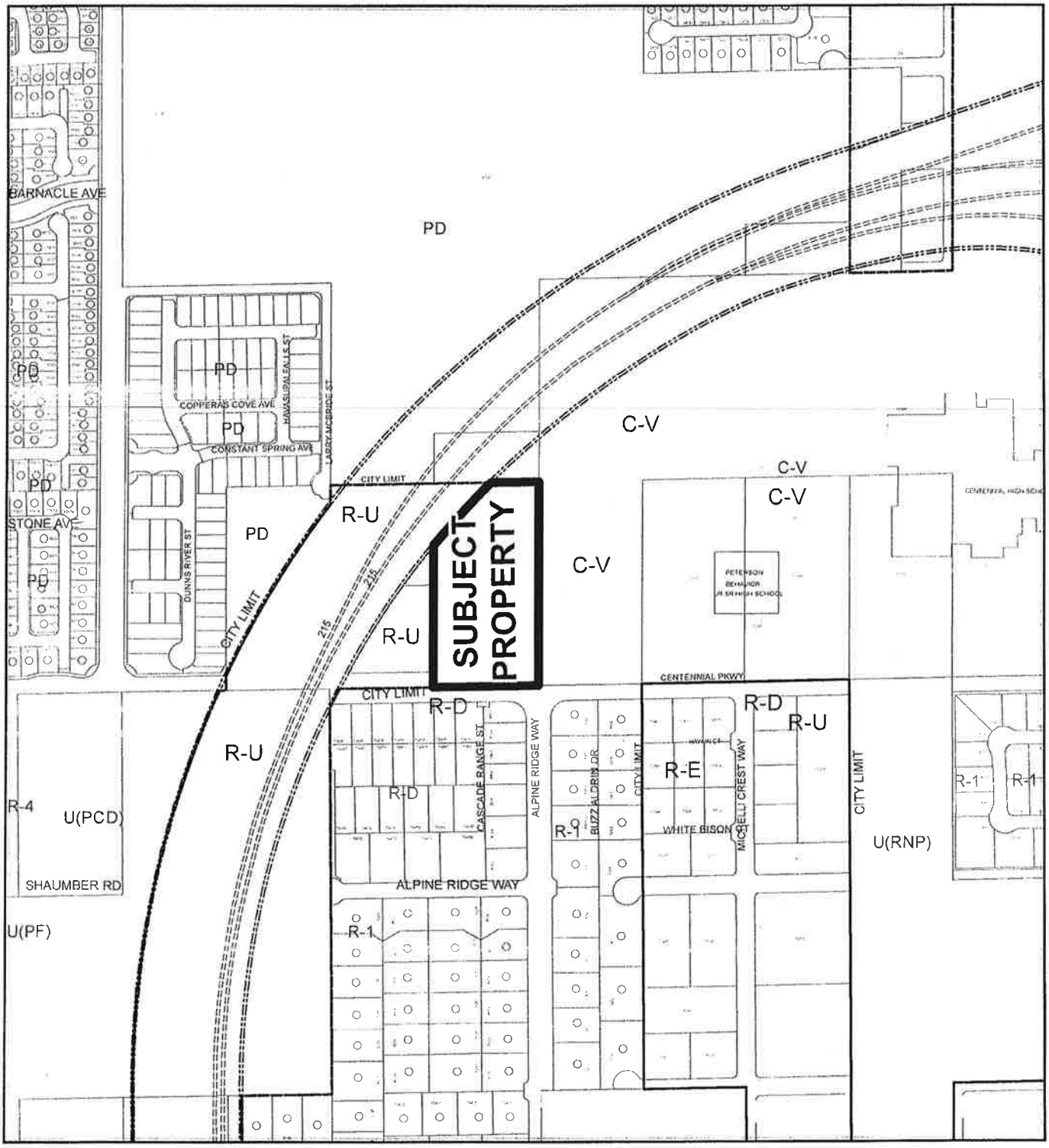
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-64386**

0 500 1,000 Feet

N

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

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

SUBJECT:
NEW BILLS:

Bill No. 2016-45 - Amends Ordinance No. 6260 and authorizes a First Amendment to Continuing Covenant Agreement in connection with the outstanding City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2013 in the amount of $30,025,000. Proposed by: Venetta Appleyard, Director of Finance

Fiscal Impact

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

PURPOSE/BACKGROUND:
Sections 12.04 through 12.06 of Ordinance No. 6260, pertaining to the above-referenced bonds, provide for modifications, amendments or supplements with the consent of the bond purchaser. The purchaser, Banc of America Preferred Funding Corporation, has agreed to make such an amendment pursuant to the provisions of this Ordinance. The modification extends the bond terms and provisions for three years, to a new date of July 1, 2019.

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. 2016-45

Summary - an ordinance amending Ordinance No. 6260 and authorizing a First Amendment to Continuing Covenant Agreement in connection with the outstanding City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013.

BILL NO. 2016-45

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 6260 AND AUTHORIZING A FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT IN CONNECTION WITH THE OUTSTANDING "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2013"; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

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 (the "Charter"); and

WHEREAS, pursuant to the Charter, pursuant to NRS 268.672 through 268.740, inclusive (the "City Bond Law"), and pursuant to chapter 350 of NRS and all laws amendatory thereof which includes the Local Government Securities Laws, being NRS 350.500 through 350.720, and all laws amendatory thereof (the "Bond Act"), the City has previously issued its City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2013 (the "Bonds") pursuant to Ordinance No. 6260 adopted by the City Council on July 24, 2013 (the "2013 Ordinance") and a Continuing Covenant Agreement dated as of July 1, 2013 (the "2013 Continuing Covenant Agreement") between the City and Banc of America Preferred Funding Corporation (the "Purchaser"); and

WHEREAS, the City has determined and hereby determines that it is necessary and in the best interests of the City and its citizens to amend the 2013 Ordinance to extend the terms and provisions of the Bonds and to amend the Continuing Covenant Agreement pursuant to a First Amendment to Continuing Covenant Agreement between the City and the Purchaser (the "First Amendment" and as such First Amendment amends the 2013 Continuing Covenant Agreement, the "Continuing Covenant Agreement"); and

WHEREAS, there remain unpaid and outstanding certain bonds and obligations previously issued by the City designated as:

a. "City of Las Vegas, Nevada General Obligation (Limited Tax) Taxable Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2006A" (the "2006A Bonds"),

b. the "City of Las Vegas, Nevada General Obligation (Limited Tax) Tax-Exempt Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2006B" (the "2006B Bonds"),

c. the 2013 Bonds and certain obligations related to the 2013 Bonds pursuant to the 2013 Continuing Covenant Agreement,

d. the "City of Las Vegas of its General Obligation (Limited Tax) Parking Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2014B" (the "2014 Bonds"),

e. the City of Las Vegas, Nevada, General Obligation (Limited Tax) Taxable Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2015B (the "2015B Bonds"), and

f. the City of Las Vegas of its General Obligation (Limited Tax) City Hall Bonds (Additionally Secured by Pledged Revenues), Series 2015C (the "2015C Bonds");

g. the City of Las Vegas of its General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016B (the "2016B Bonds")

which 2005 Bonds, 2006A Bonds, 2006B Bonds, , the 2014 Bonds, the 2015B Bonds, the 2015C Bonds and the 2016B Bonds (collectively, the "Prior Bonds") are secured by a lien on the Sales Tax Revenues which is on a parity with the lien thereon of the bonds (the "Bonds") authorized to be issued by the 2013 Ordinance and the "City of Las Vegas, Nevada General Obligation (Limited Tax) Golf Course Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013B (Taxable)" (the "2013 Golf Course Bonds"), which 2013 Golf Course Bonds are secured by a lien on the Pledged Revenues which is subordinate to the lien thereon of the Prior Bonds and the Bonds; and

WHEREAS, there are no outstanding obligations other than the Bonds, the obligations under the 2013 Continuing Covenant Agreement, the Prior Bonds and the 2013 Golf Course Bonds which are secured in whole or in part by the Pledged Revenues; and

WHEREAS, the City has never pledged nor in any way hypothecated the Pledged Revenues to the payment of any bonds, other than the Bonds, the obligations under the 2013 Continuing Covenant Agreement, the Prior Bonds and the 2013 Golf Course Bonds, or for any other purpose; and

WHEREAS, the City has determined and hereby determines that it is necessary and in the best interests of the City and its citizens to amend the 2013 Ordinance as set forth in this amending ordinance (the "Amendment Ordinance") and enter into the First Amendment; and

WHEREAS, Section 12.04 of the 2013 Ordinance provides that the 2013 Ordinance may be modified or amended by supplemental agreement with the consent of the Purchaser (as defined in the 2013 Ordinance); and

WHEREAS, the Purchaser has agreed to make such amendment pursuant to the provisions of this Amendment Ordinance; and

WHEREAS, there have been filed with the City Clerk the form of the First Amendment; and

WHEREAS, the Council has found and determined and hereby declares:

A. It is necessary and for the best interests of the City to amend the 2013 Ordinance and the Bonds issued thereunder and enter into the First Amendment;

B. Each of the limitations and other conditions to the issuance of the Bonds in the Charter, the Project Act, the Bond Act (as defined herein), the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to Section 350.708, Bond Act, this determination of the Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

C. The procedure specified herein for determining the rate or rates of interest is reasonable under existing or anticipated conditions in the market and is necessary and advisable for marketing the Bonds. These findings are conclusive in accordance with the provisions of NRS Section 350.5835.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN:

Section 1. **Amendment of 2013 Ordinance.** The 2013 Ordinance is hereby amended and restated in its entirety as follows. New matter is indicated in bolded italics, except for the italicized language that appears on Page I-2-9, which appeared in italics in the 2013 ordinance and remains unchanged. Matter to be omitted is enclosed in brackets, except for the bracketed language on Page 85, which performs a different function, and the bracketed language on Pages I-1-8, I-1-9 and I-2-11, which appeared in brackets in the 2013 Ordinance and remains unchanged.

ARTICLE I
DEFINITIONS; INTERPRETATION

Section 1.01 **Short Title; Certain Defined Terms.** This ordinance shall be known as and may be designated by the short title "2013 ***Amended*** Various Purpose Refunding Bond Ordinance" (this "Ordinance"). The terms defined in this Article I shall, for all purposes of this Ordinance, have the meanings specified in this Section 1.01 unless the context clearly requires otherwise.

"Account" means any account established pursuant to this Ordinance.

"Adjustable Interest Rate" means a rate of interest payable with respect to any Series 2013 Bonds, prior to the Fixed Rate Date for such Series 2013 Bonds, determined pursuant to Section 2.02 hereof.

"Alternate Credit Facility" means, collectively, the irrevocable letters of credit and related reimbursement agreements, lines of credit, standby bond purchase agreements or similar agreements providing for the purchase of all or a portion of the Series 2013 Bonds, if applicable and the payment of principal and redemption price of and interest on the Series 2013 Bonds, and including any renewal or extension of the term thereof, as each such agreement may be amended, supplemented or otherwise modified from time to time, issued and delivered to the Paying Agent in accordance with Section 8.02.

"Amended Closing Date" means the later of date of delivery of the First Amendment and the effective date of the Amendment Ordinance.

"Amendment Ordinance" means this ordinance which amends the 2013 Ordinance.

"Amortization End Date" has the meaning set forth in the applicable Continuing Covenant Agreement.

"Amortization Interest Payment Date" means the first Business Day of each calendar month.

"Amortization Period" means, in the event the Series 2013 Bonds are not purchased or remarketed on the Initial Special Purchase Date or a later Special Purchase Date and all Amortization Requirements are satisfied, the period commencing on the Initial Special Purchase Date or a later Special Purchase Date, as the case may be, and ending on the first to occur of (i) the Amortization End Date, (ii) the immediately succeeding Conversion Date, and (iii) the date of redemption, payment or defeasance in full of the Series 2013 Bonds.

"Amortization Requirements" has the meaning set forth in Section 5.01(f)(ii) of this Ordinance.

"Applicable Factor" means (i) during the Initial Period, 70% and (ii) during any other Index Interest Rate Period, 70%, or, with a Favorable Opinion of Bond Counsel, such other percentage as may be designated in writing by the Market Agent as the Applicable Factor for such Index Interest Rate Period pursuant to Section 2.02(a)(i)(E)(9) of this Ordinance.

"Applicable Spread" means, (a) during the Initial Period, a rate per annum associated with the Level corresponding to the applicable long term unenhanced debt rating assigned by any of Moody's[, Fitch] or S&P to any Parity Securities (each, a "Rating"), as specified below.

LEVEL	MOODY'S RATING	S&P RATING	[FITCH RATING]	APPLICABLE SPREAD
Level 1	Aa3 or above	AA- or above	[AA- or above]	0.***590***[425]%
Level 2	A1	A+	[A+]	0.***690***[575]%
Level 3	A2	A	[A]	0.***840***[725]%
Level 4	A3	A-	[A-]	0.***990***[875]%
Level 5	Baa1	BBB+	[BBB+]	1.***140***[025]%

LEVEL	MOODY'S RATING	S&P RATING	[FITCH RATING]	APPLICABLE SPREAD
Level 6	Baa2	BBB	[BBB]	1.***290***[175]%

In the case of a split Rating or differing Ratings as between and among the Rating Agencies, the Rating corresponding to the highest numbered Level set forth above and corresponding to the lowest Rating shall apply for all purposes of determining the Applicable Spread. Any change in the Applicable Spread resulting from a change in a Rating shall apply to the LIBOR Index Reset Date or the SIFMA Index Reset Date, as applicable, next succeeding the date on which the change occurs. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system, the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. The City acknowledges that as of the Closing Date the Applicable Spread is that specified above for Level 1. ***The City acknowledges that as of the Amended Closing Date the Applicable Spread is that specified above for Level 1.***

(b) During any Index Interest Rate Period other than the Initial Period, the Applicable Spread shall be the number of basis points determined by the Market Agent on or before the first day of such Index Interest Rate Period and designated by the City in accordance with Section 2.02(a)(i)(E)(9) of this Ordinance (which shall include a schedule for the Applicable Spread based upon the ratings assigned to the long term, unenhanced Parity Securities as described in subparagraph (a) in this definition) that, when added to the SIFMA Index or the product of the LIBOR Index multiplied by the Applicable Factor, as applicable, would equal the minimum interest rate per annum that would enable the Series 2013 Bonds to be sold on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon).

"Authorized Denominations" means (a) with respect to any Series 2013 Bonds subject to the Long Rate or the Fixed Interest Rate, $5,000 and any integral multiple thereof, and (b) with respect to any Series 2013 Bonds subject to the Daily Rate, Weekly Rate, Bond Interest Term Rate or Index Interest Rate, $100,000 and any integral multiple of $5,000 in excess thereof.

"Authorized City Representative" means the Mayor, the Chief Financial Officer, the Treasurer and any other officer of the City authorized to act on behalf of the City pursuant to this Ordinance.

"Available Commitment" has the meaning provided in the applicable Credit Facility.

"Beneficial Owner" means, whenever used with respect to a Series 2013 Bond, the person in whose name such Series 2013 Bond is recorded as the beneficial owner of such Series 2013 Bond by a Participant on the records of such Participant or such person's subrogee.

"**Bond Act**" means NRS Sections 350.500 through 350.720, and all laws amendatory thereof, designated in Section 350.500 thereof as the Local Government Securities Law.

"Bond Counsel" means a firm of attorneys nationally recognized as experts in the area of municipal finance who are familiar with the transactions contemplated under this Ordinance and acceptable to the City.

"Bond Fund" means the special account designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, Pledged Revenues, Interest and Principal Retirement Fund," created in Section 9.10 hereof, and required to be accumulated and maintained in Section 9.10 hereof which shall be held separate and apart from the Income Fund.

"Bond Interest Term" means, with respect to any Series 2013 Bond, each period established in accordance with Section 2.02(a)(i)(C)(1) hereof during which such Series 2013 Bond shall bear interest at a Bond Interest Term Rate.

"Bond Interest Term Rates" means, with respect to each Series 2013 Bond, a term, non-variable interest rate on such Series 2013 Bond established periodically in accordance with Section 2.02(a)(i)(C)(1) hereof.

"Bond Requirements" means the principal of, any redemption premiums due in connection with, and the interest on the Bonds and any additional bonds or other additional securities payable from the Pledged Revenues and hereafter issued, including the obligation to reimburse a Credit Provider for draws made under a Credit Facility, or such part of such securities or such other securities relating to the Project as may be designated, as such principal, premiums and interest become due at maturity or on a Redemption Date designated in a mandatory redemption schedule, in a notice of prior redemption, or otherwise.

"**Bonds**" or the "**Series 2013 Bonds**" means the securities issued hereunder and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013" and includes Provider Bonds.

"Book-Entry Bonds" means the Series 2013 Bonds held by DTC (or its nominee) as the Owner thereof pursuant to the terms and provisions of Section 3.01 hereof.

"**Budget Act**" means NRS Sections 354.470 to 354.626, inclusive, and all laws amendatory thereof, designated in Section 354.470 thereof as the Local Government Budget Act.

"Business Day" means a day (a) other than a day on which banks located in the City of New York, New York or the cities in which the respective principal offices of the Fiscal Agent, the Paying Agent, the applicable Remarketing Agent, the Calculation Agent or the city in which the offices of the Credit Provider at which demands for payment under the applicable Credit Facility are to be honored are located, are required or authorized by law or executive order to close, and (b) on which the New York Stock Exchange is open.

"Calculation Agent" means, during the Initial Period, Bank of America, N.A., and thereafter means any other Person appointed by the Chief Financial Officer on behalf of the City, with the consent of the Purchaser which consent shall not be unreasonably withheld, to serve as Calculation Agent for the Series 2013 Bonds.

"City" means the City of Las Vegas in the County of Clark in the State of Nevada, and constituting a political subdivision thereof, or any successor municipal corporation.

"City Clerk" means the de jure or de facto city clerk of the City and designated as such by the City, or his or her successor in functions, if any.

"**City Treasurer**" means the de jure or de facto city treasurer of the City and designated as such by the City.

"Closing Date" means the date of delivery of the Series 2013 Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto or issued thereunder or any successor statute thereto.

"**Combined Maximum Annual Principal and Interest Requirements**" means the greatest of the annual principal and interest requirements to be paid during any Bond Year for the period beginning with the Bond Year in which such computation is made and ending with the Bond Year in which any bond last becomes due at maturity or on a Redemption Date on which any bond thereafter maturing is called for prior redemption. If any outstanding bonds are subject to variable interest rates, for the purpose of such computation, such interest rates shall be estimated by an Independent Accountant, an independent feasibility consultant or the Chief Financial Officer and the rate so estimated shall be used for the purpose of such computation. Any such computation shall be adjusted as provided in Section 11.03(c) hereof, and shall be made by an Independent Accountant, an independent feasibility consultant or the Chief Financial Officer if expressly so required.

"Commitment Period" shall have the meaning set forth for such term in the applicable Credit Facility.

"Computation Date" means (i) during each SIFMA Index Rate Period, Wednesday of each week, or if any Wednesday is not a Business Day, the next preceding Business Day, and (ii) during each LIBOR Index Rate Period, the second London Business Day preceding each LIBOR Index Reset Date.

"Continuing Covenant Agreement" means, (i) during the Initial Period, the Continuing Covenant Agreement dated as of July 1, 2013, between the City and the initial Purchaser, as the same may be amended, supplemented, restated or otherwise modified from time to time, and (ii) during any Index Interest Rate Period other than the Initial Period, means any agreement between the City and the Purchaser which may be designated as the Continuing Covenant Agreement.

"Conversion Date" means the effective date of any conversion from time to time in accordance with the terms of Section 2.02 hereof from one Interest Mode to another.

"Corporate Trust Office" means with respect to the initial Paying Agent its corporate trust office situated in Los Angeles, California. The Paying Agent may hereafter designate alternate Corporate Trust Offices and any successor Paying Agent shall designate its Corporate Trust Office by written notice delivered to the Notice Parties; provided, however, that with respect to tenders and payment at maturity of the Series 2013 Bonds, the Corporate Trust Office shall be located in Los Angeles, California.

"**Cost of the Project**" means all or any part of the cost of the Project designated by the City, which cost, at the option of the City, except as limited by law, may include all or any part of the incidental costs relating to the Project, including, without limitation:

(a) Preliminary expenses advanced by the City from funds available for use therefor or from any other source, or advanced with the approval of the City from funds available therefor or from any other source by the State, the Federal Government, or by any other Person with the approval of the City (or any combination thereof);

(b) The costs of appraising, printing, estimates, advice, of engineers, architects, accountants, financial consultants, attorneys at law, clerical help, or other agents or employees;

(c) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project, the filing or recordation of instruments, the taking of options, the issuance of the Bonds and any other securities relating to the Project, and bank fees and expenses;

(d) The costs of contingencies;

(e) The costs of the capitalization with the proceeds of the Bonds of any interest on the bonds or other securities for any period not exceeding the period estimated by the City to effect the Project plus one year, of any discount on the bonds or other securities, and of any reserves for the payment of the principal of and interest on the Bonds or other securities, of any replacement expenses, and of any other cost of the issuance of the Bonds or other securities relating to the Project;

(f) The costs of amending any ordinance, resolution or other instrument authorizing the issuance of or otherwise relating to the Outstanding Bonds or other securities relating to the Project;

(g) The costs of funding any emergency loans, construction loans and other temporary loans of not exceeding 5 years relating to the Project and of the incidental expenses incurred in connection with such loans;

(h) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(i) All other expenses necessary or desirable and relating to the Project, as estimated or otherwise ascertained by the City.

"Costs of Issuance Fund" means the Fund so designated and established in Section 9.01 hereof.

"Credit Facility" means an instrument or instruments such as an irrevocable letter of credit, a standby purchase agreement, a guaranty, an insurance policy, a surety bond or a committed line of credit issued by one or more financial institutions, including any amendments

or extensions to existing instrument or instruments supporting the liquidity of any Outstanding Series 2013 Bonds and/or the payment of principal, interest and redemption price of Outstanding Series 2013 Bonds, as the same may be amended or supplemented from time to time, and upon the issuance of any Alternate Credit Facility for any Series 2013 Bonds, such Alternate Credit Facility.

"Credit Facility Obligations" means repayment or other obligations incurred by the City in respect of draws or other payments or disbursements made under a Credit Facility, excluding all Security Instrument Costs and Security Instrument Repayment Obligations under a Credit Facility or a Continuing Covenant Agreement.

"Credit Provider" means any issuer of a Credit Facility with respect to Series 2013 Bonds, or any issuer of an Alternate Credit Facility with respect to Series 2013 Bonds.

"Daily Mode" means an Interest Mode in which the interest rate payable with respect to any Series 2013 Bonds is determined daily by the applicable Remarketing Agent pursuant to Section 2.02(a)(i)(A) hereof.

"Daily Rate" means a rate of interest payable with respect to any Series 2013 Bonds in a Daily Mode, established by the applicable Remarketing Agent in accordance with Section 2.02(a)(i)(A)(1) hereof.

"Daily Rate Period" means each period during which a Daily Rate for any Series 2013 Bonds is in effect.

"Debt Service Fund" means the fund so designated and established in Section 6.01(b)(ii) hereof.

"Default Rate" shall have the meaning assigned to such term in the Continuing Covenant Agreement.

"Defeasance Securities" means (a) Federal Securities which are not callable for redemption prior to their maturity by any Person other than the owner thereof and (b) other investments permitted under the laws of the State (i) which either are not callable for redemption prior to their maturity by any Person other than the owner thereof or for which an option to redeem prior to maturity has previously been irrevocably exercised (or an irrevocable covenant to exercise such option has previously been made by the Person entitled to exercise such option) and the redemption date of such securities has thereby been irrevocably fixed prior to the use of any such securities as Defeasance Securities, or (ii) which at the time of their initial use as Defeasance Securities are rated in the highest generic rating category by the Rating Agencies.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Eligible Account" means an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a S&P's short-term debt rating of at least "A-2" (or, if no short-term debt rating, a long-term debt rating of "BBB+"); or (b) maintained with the corporate trust department of a federal depository institution or state-

chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the U.S. Code of Federal Regulation Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

"Eligible Bonds" means any Outstanding Series 2013 Bonds other than Outstanding Series 2013 Bonds owned by or on behalf of the City, Provider Bonds or Series 2013 Bonds in a Long Mode or bearing a Fixed Interest Rate except as may be otherwise provided in an amendment to the applicable Credit Facility or an applicable Alternate Credit Facility.

"Event of Default" means an "Event of Default" under any Credit Facility then in effect provided that the Credit Provider has not failed to honor a properly presented and conforming drawing thereunder or is not then in default under any Credit Facility.

"Favorable Opinion of Bond Counsel" means, with respect to any action the occurrence of which requires such an opinion, an unqualified opinion of Bond Counsel to the effect that such action is authorized and permitted under this Ordinance, complies with this Ordinance and will not impair the exclusion of interest of Series 2013 Bonds from gross income for purposes of Federal income taxation or the exemption of interest of Series 2013 Bonds from personal income taxation under the laws of the State (subject to the inclusion of any exceptions contained in the opinion delivered upon original issuance of the Series 2013 Bonds).

"Federal Securities" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

"Fiscal Agent" means the Treasurer of the City.

"Fiscal Year" means the period of time beginning on July 1 of each given year and ending on June 30 of the immediately subsequent year, or such other period as the City designates as its fiscal year; but if the Nevada legislature changes the statutory fiscal year relating to the City, the Fiscal Year shall conform to such modified statutory fiscal year from the time of each such modification, if any.

["Fitch" means Fitch, Inc., and its successors and assigns and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized rating agency designated by the City.]

"Fixed Interest Rate" means an annual rate of interest payable with respect to the Series 2013 Bonds from and after the Fixed Rate Date upon conversion to a Fixed Interest Rate, established by the applicable Remarketing Agent pursuant to Section 2.04 hereof.

"Fixed Rate Date" means, with respect to any Series 2013 Bonds, the date on which the annual rate of interest with respect to such Series 2013 Bonds becomes fixed and determined for the remainder of the term of any Series 2013 Bonds pursuant to the terms of Section 2.04 hereof.

"Fund" means any fund established pursuant to this Ordinance.

"**General Tax Interest Fund**" means the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, General Tax Interest Fund," created in Section 10.01 hereof.

"**General Tax Principal Fund**" means the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, General Tax Principal Fund," created in Section 10.01 hereof.

"**General Taxes**" or "**Taxes**" means general (ad valorem) taxes levied by the City against all taxable property within the boundaries of the City (unless otherwise qualified).

"Holder" or **"Owner"** means the registered owner of any Series 2013 Bonds as indicated in the register maintained under Section 3.03 hereof; provided that if such Bond is a Book-Entry Bond, "Holder" or "Owner" shall mean the beneficial owner of such Bond.

"**Income Fund**" means the special account designated as the "City of Las Vegas, Nevada, SCCRT Pledged Revenues Income Fund, Series 1993" created in Section 602 of the ordinance authorizing the issuance of the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Multifamily Housing Bonds (Additional Secured by Pledged Revenues), Series November 1, 1993" (the "1993 Bonds") and continued herein which shall be held separate and apart from the Bond Fund.

"**Independent Accountant**" means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State, as from time to time appointed and compensated by the City:

(a) Who or which is, in fact, independent and not under the domination of the City;

(b) Who or which does not have any substantial interest, direct or indirect, with the City, and

(c) Who or which is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

"Index Interest Rate" means each of the LIBOR Index Rate, the SIFMA Index Rate, the Default Rate, the Taxable Rate, the Maximum Interest Rate and the Purchaser Rate, as applicable.

"Index Interest Rate Period" means any period during which the Series 2013 Bonds bear interest at an Index Interest Rate.

"Information Services" means the Municipal Securities Rulemaking Board method of filing electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at http://emma.msrb.org or any successor method of the Municipal Securities Rulemaking Board or any successor entity thereto.

"Initial Special Purchase Date" means July 1, 2016. ***After the Amended Closing Date, references herein to the Initial Special Purchase Date shall mean July 1, 2019.***

"Initial Period" means the initial Index Interest Rate Period commencing on the Closing Date and ending on the first to occur of (i) the Initial Special Purchase Date, (ii) the Conversion Date next succeeding the Closing Date (provided that the Purchaser shall have consented thereto in writing), (iii) the maturity date for the Series 2013 Bonds and (iv) any Special Purchase Date or mandatory redemption date; provided, however, in the event the Series 2013 Bonds are not purchased or remarketed on the Initial Special Purchase Date and the Amortization Requirements are satisfied, the Initial Period shall end on the first to occur of (w) the date such Series 2013 Bonds are successfully remarketed, (x) the Amortization End Date, (y) the Conversion Date next succeeding the Initial Special Purchase Date and (z) the date of redemption or payment in full of the Series 2013 Bonds.

"Interest Accrual Date" means (i) with respect to any Daily Rate Period, Weekly Rate Period, LIBOR Index Rate Period or SIFMA Index Rate Period, the first day thereof and, thereafter, the first Business Day of each month during that Daily Rate Period, Weekly Rate Period, LIBOR Index Rate Period or SIFMA Index Rate Period (ii) with respect to each Bond Interest Term within a Short-Term Rate Period, the first day thereof, and (iii) with respect to any Long Period or period in which any Series 2013 Bonds bear interest at the Fixed Interest Rate, the first day thereof and, thereafter, each Interest Payment Date in respect thereof, other than the last such Interest Payment Date.

"Interest Mode" means the Daily Mode, the Weekly Mode, the LIBOR Index Mode, the SIFMA Index Mode, the Short-Term Mode and the Long Mode, as applicable.

"Interest Payment Date" means (i) with respect to any Daily Rate Period, Weekly Rate Period, or Index Interest Rate Period the first Business Day of each calendar month, (ii) with respect to any Short-Term Rate Period, the day next succeeding the last day of each Bond Interest Term, (iii) with respect to any Long Period or period in which the Series 2013 Bonds, bears interest at the Fixed Interest Rate, each June 1 and December 1, (iv) with respect to each Interest Rate Period, the day next succeeding the last day thereof (or the day next succeeding the day that would have been the last day of any Interest Rate Period had one of the events specified in Sections 2.02 (a)(i)(D)(2) or 2.02(f) not occurred), (v) each Special Purchase Date, (vi) each Conversion Date, (vii) the maturity date for the Series 2013 Bonds, (viii) with respect to any Provider Bonds, the dates provided in the applicable Credit Facility and (ix) with respect to any Unremarketed Bonds, the dates provided in the applicable Continuing Covenant Agreement. In any case, the final Interest Payment Date for the Series 2013 Bonds shall be the maturity date therefor unless the Series 2013 Bonds have been redeemed or otherwise paid in full prior to such maturity date.

"Interest Rate Period" includes the Daily Rate Period, the Weekly Rate Period, the LIBOR Index Rate Period, the SIFMA Index Rate Period, the Short-Term Rate Period and the Long Period, as applicable.

"Letter of Credit Account" means the Account of the Debt Service Fund so designated and established in Section 6.01(b)(ii) hereof.

"LIBOR Index" means the fluctuating rate of interest per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by Bank of America, N.A. from time to time) as determined for each LIBOR Index Reset Date at approximately 11:00 a.m. London time on each Computation Date, for U.S. Dollar deposits (for delivery on the first day of such interest period) with one month term, as adjusted from time to time in Bank of America, N.A.'s sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by Bank of America, N.A. and then currently being used by the industry as a substitute for BBA LIBOR. ***On and after the Amended Closing Date, "LIBOR Index" shall mean for any day, the fluctuating rate of interest equal to the rate per annum equal to the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Purchaser), as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Purchaser from time to time) as determined for each LIBOR Index Reset Date at approximately 11:00 a.m. London time on each Computation Date, for dollar deposits with a one-month term, as adjusted from time to time in the Purchaser's commercially reasonable discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as commercially reasonably selected by the Purchaser. If the LIBOR Index shall at any time be less than zero, such rate shall be deemed zero for purposes of this Ordinance.***

"LIBOR Index Mode" means an Interest Mode in which the interest rate payable with respect to the Series 2013 Bonds, is determined weekly by the applicable Calculation Agent pursuant to Section 2.02(a)(i)(E)(1) hereof.

"LIBOR Index Rate" means a per annum rate of interest established on each Computation Date equal to the product of (x) the sum of (a) the Applicable Spread plus (b) the product of (i) the LIBOR Index multiplied by the (ii) Applicable Factor and (y) the Margin Rate Factor.

"LIBOR Index Rate Conversion Date" means (a) the date on which the Series 2013 Bonds begin to bear interest at the LIBOR Index Rate or (b) if the Series 2013 Bonds have previously borne interest at the LIBOR Index Rate during a LIBOR Index Rate Period then ending, the Special Purchase Date occurring at the end of the then ending LIBOR Index Rate Period.

"LIBOR Index Rate Period" means (a) the Initial Period and (b) each period thereafter from and including a LIBOR Index Rate Conversion Date to but excluding the earliest of (i) the immediately succeeding Special Purchase Date, (ii) the immediately succeeding Conversion Date and (iii) the maturity date for the Series 2013 Bonds.

"LIBOR Index Reset Date" means the first Business Day of each month.

"London Business Day" means any [Business D]day on which commercial banks are open for business in London, England.

"Long Mode" means an Interest Mode in which the interest rate payable with respect to any Series 2013 Bonds is adjusted at the intervals determined by the applicable Remarketing Agent pursuant to Section 2.02(a)(i)(D) hereof.

"Long Period" means each period during which a Long Rate for any Series 2013 Bonds is in effect.

"Long Rate" means a rate of interest payable with respect to any Series 2013 Bonds in a Long Mode, established by the applicable Remarketing Agent in accordance with Section 2.02(a)(i)(D)(1) hereof.

"Mail" means by first-class United States mail, postage prepaid.

"Mandatory Purchase Date" means any date upon which any Series 2013 Bonds have been called for mandatory tender for purchase in accordance with Section 5.01 hereof.

"Mandatory Tender Purchase Price" means an amount equal to 100% of the principal amount of the Series 2013 Bonds subject to mandatory tender for purchase on the Special Purchase Date and accrued interest thereon, if applicable.

"Margin Rate Factor" means the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) 1.53846. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

"Market Agent" means the Person appointed by the City to serve as Market Agent in connection with a conversion to any Index Interest Rate Period after the Initial Period.

"Maximum Federal Corporate Tax Rate" means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser).

"Maximum Interest Rate" means the lesser of (i) twelve percent (12%) per annum and (ii) the maximum interest rate allowed by law.

"Moody's" means Moody's Investors Service and its successors and assigns and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized rating agency designated by the City.

"**Newspaper**" means a newspaper printed in the English language, published at least once each calendar week.

"Notice Parties" means the City, the Fiscal Agent, the Purchaser, if any, the applicable Remarketing Agent, if any, the Paying Agent and the applicable Credit Provider, if any.

"**NRS**" means Nevada Revised Statutes.

"2013 Ordinance" means Ordinance No. 6260 adopted by the City Council on July 24, 2013.

"Ordinance" means the 2013 Ordinance as amended by the Amendment Ordinance.

"**Outstanding**" when used with reference to the Bonds or any other designated securities and as of any particular date means all the Bonds or any such other securities payable from the Pledged Revenues or otherwise relating to the Project, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(a) Except any Bond or other security canceled by the City, by the Paying Agent or otherwise on the City's behalf, at or before such date;

(b) Except any Bond or other security the payment of which is then due or past due and moneys fully sufficient to pay the same are on deposit with the Paying Agent;

(c) Except any Bond or other security for the payment or the redemption of which moneys at least equal to the City's Bond Requirements to the date of maturity or to any Redemption Date, shall have heretofore been deposited with a trust bank in escrow or in trust for that purpose, as provided in Section 12.02 hereof; and

(d) Except any Bond or other security in lieu of or in substitution for which another bond or other security shall have been executed and delivered pursuant to this Ordinance.

"**Parity Bonds**" or "**Parity Securities**" means the Outstanding Prior Bonds and any other bonds or securities which have a lien on the Pledged Revenues that is on a parity with the lien thereon of the Bonds.

"Participant" means the participants of DTC which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., as appointed pursuant to Section 1.02 hereof, and any successor appointed pursuant to Section 7.02 or 7.03 hereof.

"**Paying Agent Agreement**" means that certain Agreement to Provide Registrar and Paying Agent Services between the City and the Paying Agent and Registrar, as such agreement may from time to time be amended and supplemented.

"Person" means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

"**Pledged Distributed Local Tax Act**" means, collectively, NRS chapter 360, and each Act which authorizes or imposes one or more of the taxes or other impositions that generate revenues distributed to the City pursuant to NRS Sections 360.680, 360.690 or 360.700 and authorized to be pledged to the Bonds by NRS Section 360.698, as amended from time to time.

"**Pledged Revenues**" means a 15% portion of all income and revenue derived by the City from the Pledged Distributed Local Tax Act and distributed thereto pursuant to NRS Section 360.698. The Pledged Revenues means all or a portion of the Pledged Revenues. The designated term indicates sources of revenues and does not necessarily indicate all or any portion or other part of such revenues in the absence of further qualification. "Pledged Revenues" includes income derived from any additional sources if the Council is authorized to include and elects to include the additional sources in "Pledged Revenues" for the remaining term of the Bonds.

"Principal Amount" means the Outstanding principal amount of the Series 2013 Bonds.

"**Project**" means the refunding of the Refunded Bonds.

"**Project Act**" means NRS Chapter 360 and Sections 2.350 and 7.020 of the City's Charter, as amended from time to time.

"Provider Bond" or **"Provider Bonds"** means Series 2013 Bonds or beneficial interests therein purchased with moneys provided under the applicable Credit Facility.

"Provider Bond Rate" means, at any date of determination, the rate of interest then borne by Provider Bonds as determined under the applicable Credit Facility.

"Purchase Account" means the Account of the Purchase Fund so designated and established in Section 6.01(b)(iii) hereof.

"Purchase Fund" means the Fund so designated and established in Section 6.01(b)(iii) hereof.

"Purchaser" means, during any Index Interest Rate Period, the Holder of the Bonds, provided that there is a single Holder of all of the Bonds and provided further that the Bonds are not then held under the Book-Entry System. If there is more than one Holder of the Bonds during any Index Interest Rate Period, "Purchaser" means Holders owning a majority of the aggregate principal amount of the Bonds then Outstanding. If the Bonds are then held under the Book-Entry System, "Purchaser" means the Beneficial Owner of the Bonds, provided that there is a single Beneficial Owner of all of the Bonds. If there is more than one Beneficial Owner of the Bonds during any Index Interest Rate Period, "Purchaser" means Beneficial

Owners who are the beneficial owners of a majority of the aggregate principal amount of the Bonds then Outstanding. The initial Purchaser is Banc of America Preferred Funding Corporation.

"Purchaser Rate" has the meaning set forth in the applicable Continuing Covenant Agreement.

"Rating Agency" means Moody's[,] ***and*** S&P [or Fitch].

"Rebate Fund" means the Fund so designated and established in Section 6.01(b)(vii) hereof.

"Record Date" means (a) with respect to any Series 2013 Bonds bearing interest at a Daily Rate, Weekly Rate, Index Interest Rate or any Bond Interest Term Rate, the Business Day immediately preceding such Interest Payment Date, and (b) with respect to any Series 2013 Bonds bearing interest at a Long Rate or Fixed Interest Rate, the 15th day immediately preceding such Interest Payment Date.

"Redemption Date" means the date fixed for an optional redemption prior to maturity of any Series 2013 Bonds or the date fixed for mandatory sinking account redemption.

"Redemption Fund" means the fund so designated and established in Section 6.01(b)(vi) hereof.

"Redemption Price" means, with respect to any Series 2013 Bond or portion thereof, a price equal to the principal amount of such Series 2013 Bond, or portion thereof, plus the interest accrued to the applicable Redemption Date, plus a premium, if applicable.

"**Registrar**" means The Bank of New York Trust Company, N.A., or any successor paying agent for the Bonds which may be appointed by the Council.

"Remarketing Agent" means the remarketing agents appointed by the City as remarketing agents for the Series 2013 Bonds pursuant to Section 6.01(a) hereof and any successors thereto.

"Remarketing Agreement" means each remarketing agreement, between the City and the applicable Remarketing Agent, relating to Series 2013 Bonds, as it may be amended, supplemented or otherwise modified from time to time, and, any similar agreement between the City and any successor Remarketing Agent, as any such agreement may be amended, supplemented or otherwise modified from time to time.

"Remarketing Proceeds Account" means the Account of the Purchase Fund so designated and established in Section 6.01(b)(iii) hereof.

"Representation Letter" means the Blanket Letter of Representations from the City to DTC with respect to its book-entry obligations, including the Series 2013 Bonds.

"Reserve Fund" means the Reserve Fund established pursuant to the General Resolution.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies Inc. and its successors and assigns, and if such corporation shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

"S&P Weekly High Grade Index" means for a Computation Date, the level of the "S&P Weekly High Grade Index" (formerly known as the J.J. Kenny Index) maintained by Standard and Poor's Securities Evaluations Inc. for a one-week maturity as published each Wednesday, or if any Wednesday is not a Business Day, on the next succeeding Business Day.

"Scheduled Termination Date" means with respect to each Credit Facility, the date on which such Credit Facility is scheduled to expire pursuant to its terms, and any extension of such date pursuant to such Credit Facility, or, with respect to any Alternate Credit Facility, the date on which such Alternate Credit Facility is scheduled to expire pursuant to its terms.

"Security Instrument Costs" means all amounts owed by the City to the Credit Provider or Purchaser, as applicable, (whether or not evidenced by any note or instrument) direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, representing reasonable fees, premiums, reasonable expenses, and similar reasonable costs and expenses owed or payable under any Credit Facility or Continuing Covenant Agreement.

"**Security Instrument Repayment Obligations**" means all amounts owed by the City to the Credit Provider (whether or not evidenced by any note or instrument), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, representing the principal of and interest on payments made by the Credit Provider under the Credit Facility.

"Securities Depository" means The Depository Trust Company, 55 Water Street, New York, NY 10041, facsimile transmission: (212) 855-5004, or any successor agency.

"Short-Term Mode" means an Interest Mode in which the interest rate payable with respect to any Series 2013 Bonds, is adjusted at the intervals determined by the applicable Remarketing Agent pursuant to Section 2.02(a)(i)(C) hereof.

"Short-Term Rate Period" means each period, comprised of Bond Interest Terms, during which Bond Interest Term Rates are in effect.

"SIFMA Index" means, for any Computation Date, the level of the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by the Securities Industry and Financial Markets Association and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day. If the SIFMA Index is no longer published, then "SIFMA Index" shall mean the S&P Weekly High Grade Index. If the S&P Weekly High Grade Index is no longer published, then "SIFMA Index" shall mean the prevailing rate determined by the

Calculation Agent for tax-exempt state and local government bonds meeting criteria determined in good faith by the Calculation Agent to be comparable under the circumstances to the criteria used by the Securities Industry and Financial Markets Association to determine the SIFMA Index immediately prior to the date on which the Securities and Financial Markets Association ceased publication of the SIFMA Index.

"SIFMA Index Mode" means an Interest Mode in which the interest rate payable with respect to the Series 2013 Bonds, is determined weekly by the applicable Calculation Agent pursuant to Section 2.02(a)(i)(E)(2) hereof.

"SIFMA Index Rate" means a per annum rate of interest established on each Computation Date equal to the product of the sum of (a) the Applicable Spread plus the SIFMA Index and (b) the Margin Rate Factor.

"SIFMA Index Rate Conversion Date" means (a) the date on which the Series 2013 Bonds begin to bear interest at the SIFMA Index Rate or (b) if the Series 2013 Bonds have previously borne interest at the SIFMA Index Rate during a SIFMA Index Rate Period then ending, the Special Purchase Date occurring at the end of the then ending SIFMA Index Rate Period.

"SIFMA Index Rate Period" means each period from and including a SIFMA Index Rate Conversion Date to but excluding the earliest of (i) the immediately succeeding Special Purchase Date, (ii) the immediately succeeding Conversion Date and (iii) the Maturity Date.

"SIFMA Rate Reset Date" means Thursday of each week.

"SIFMA Swap Index" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by the Securities Industry & Financial Markets Association (formerly the Bond Market Association) ("SIFMA") or any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Paying Agent and effective from such date.

"Special Purchase Date" means (i) the Initial Special Purchase Date and (ii) during any Index Interest Rate Period other than the Initial Period, the date designated by the City pursuant to Section 2.02(a)(i)(E)(9) of this Ordinance and (iii) the fifth (5th) Business Day after receipt by the Paying Agent and the City of notice from the Purchaser that an Event of Default has occurred under the Continuing Covenant Agreement and directing the Paying Agent to cause a mandatory tender of the Series 2013 Bonds as provided in Section 5.01(f) of this Ordinance which date specified for mandatory purchase shall not be less than five (5) Business Days following receipt of such notice by the Paying Agent and the City.

"State" means the State of Nevada.

"**Subordinate Bonds**" or "**Subordinate Securities**" means the 2013 Golf Course Bonds and any other bonds or securities which have a lien on the Pledged Revenues that is subordinate and junior to the lien thereon of the Bonds.

"Substitution Date" means, with respect to the Credit Facility, the date on which an Alternate Credit Facility is substituted for such Credit Facility.

"**Superior Bonds**" or "**Superior Securities**" means bonds or securities which have a lien on the Pledged Revenues that is superior to the lien thereon of the Bonds.

"Taxable Date" has the meaning set forth in the Continuing Covenant Agreement.

"Taxable Rate" means an interest rate per annum at all times equal to the product of the Index Interest Rate then in effect multiplied by the Taxable Rate Factor.

"Taxable Rate Factor" means 1.54.

"Tax Code" means the Internal Revenue Code of 1986, as amended to the date of issuance of the Series 2013 Bonds.

"**Taxes**" means General Taxes.

"Unremarketed Bonds" has the meaning set forth in the Continuing Covenant Agreement.

"Weekly Mode" means an Interest Mode in which the interest rate payable with respect to the Series 2013 Bonds is determined weekly by the applicable Remarketing Agent pursuant to Section 2.02(a)(i)(B) hereof.

"Weekly Rate" means a rate of interest payable with respect to the Series 2013 Bonds, in a Weekly Mode, established by the applicable Remarketing Agent in accordance with Section 2.02(a)(i)(B)(1) hereof.

"Weekly Rate Period" means each period during which a Weekly Rate for any Series 2013 Bonds is in effect.

Section 1.02 Appointment of Paying Agent. The Treasurer shall act as Fiscal Agent with respect to the Series 2013 Bonds. The Paying Agent is hereby appointed and employed to act as the agent of the Fiscal Agent for the purpose of authentication and transfer of the Series 2013 Bonds and to perform certain other functions all as hereinafter provided.

Section 1.03 Other Definitional Provisions. Except as otherwise indicated, references to Articles and Sections are to the Articles and Sections of this Ordinance, and any of the terms defined in Section 1.01 may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

Section 1.04 New York City Time. Except as otherwise provided herein, whenever any time of day is set forth herein, it is hereby understood and agreed that such time shall mean New York City time.

Section 1.05 Successors. Whenever herein the City is named or is referred to, such provision shall be deemed to include any successors of the City, respectively, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City or of their respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

Section 1.06 Parties Interested Herein. Except as herein otherwise expressly provided, nothing herein expressed or implied confers upon or gives to any Person (other than the owners from time to time of the Bonds, and the owners of any other securities payable from Pledged Revenues when reference is expressly made thereto, as well as the City) any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, any owner of any Bonds and any owner of any such other security in the event of such a reference.

Section 1.07 Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the City, the officers of the City, and otherwise by the City directed toward the Project and toward the sale of the Bonds to the Purchaser for that purpose, hereby is ratified, approved and confirmed.

Section 1.08 Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the owner or owners of the Bonds; and this Ordinance (subject to the provisions of Section 12.02 and of Article XII hereof), if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, except as herein otherwise expressly provided.

Section 1.09 Repealer. All bylaws, orders and other instruments, or parts thereof, inconsistent herewith are hereby repealed to the extent only of the inconsistency. This repealer shall not be construed to revive any bylaw, order or other instrument, or part thereof, heretofore repealed.

Section 1.10 Severability. If any section, subsection, 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, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 1.11 *RESERVED* [Publication of Proposed Ordinance. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a Newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2013" FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495 South Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on the July 10, 2013, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on July 24, 2013.

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)]

Section 1.12 ***RESERVED*** **[Publication After Adoption of Ordinance; Effective Date.** After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a Newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO.

(OF LAS VEGAS, NEVADA)

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2013" FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on July 10, 2013, and was passed at the meeting held on July 24, 2013, by the following vote of the City Council:

Those Voting Aye: _____
_____
_____
_____
_____

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the ___th day of July, 2013, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this July 24, 2013.

Attest:

/s/ Carolyn G. Goodman
Mayor

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication)]

Section 1.13 Execution of Bonds. The Bonds shall be executed as follows:

(a) Filings with Secretary of State. Pursuant to the Bond Act, and to the act cited as the Uniform Facsimile Signatures of Public Officials Act, cited as chapter 351 of NRS, and prior to the execution of any Bonds, the Mayor, the City Clerk and the City Treasurer shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

(b) Manner of Execution. Each Bond shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile of the signature of the Mayor shall be countersigned and executed with the manual or facsimile of the signatures of the City Treasurer and shall be authenticated with the manual or facsimile impression of the official seal of the City; and shall be signed, executed, and attested with such a manual or facsimile signature of the City Clerk.

Section 1.14 Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds delivered pursuant to the Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery thereof and the payment therefor any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Each of the Mayor, the City Treasurer and City Clerk, at the time of the execution of the Bonds and of a signature certificate pertaining thereto by the Mayor, the City Treasurer and the City Clerk, respectively, may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds.

Section 1.15 Incontestable Recital in Bonds. Pursuant to Section 350.628, Bond Act, each Bond shall recite that it is issued pursuant to the Project Act, to the Bond Act, and to the Supplemental Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

Section 1.16 State Tax Exemption. Pursuant to Section 350.710 of the Bond Act, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to chapter 375B of NRS.

Section 1.17 Bond Execution. The Mayor, the City Treasurer, and the City Clerk are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

Section 1.18 Bond Delivery. After registration of the Bonds by the City Treasurer and Registrar pursuant to this Ordinance and after their execution and authentication pursuant to this Ordinance and other provisions herein supplemental thereto, the City Treasurer shall cause the Bonds to be delivered to the Purchaser thereof, upon payment being made therefor on the terms of the sale of the Bonds.

Section 1.19 Bond Form. Subject to the provisions of this Ordinance, each Bond shall be in substantially the form attached hereto as Exhibit I with such omissions, insertions, endorsements, and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

Section 1.20 Authorization for this Ordinance. This Ordinance is adopted by virtue of the Charter, the Project Act and the Bond Act and pursuant to their provisions; and the City has ascertained and hereby determines that each and every matter and thing as to which provision is made herein is necessary in order to carry out and to effectuate the purposes of the City in accordance with the Project Act and the Bond Act, and as provided in NRS Section 350.708 all limitations in the Bond Act imposed upon the issuance of bonds or other securities thereunder have been met and the total cost of the Project has been and hereby is approved.

Section 1.21 Necessity of Project and Bonds. It is necessary and for the best interests of the City and the inhabitants thereof that the City effect the Project and defray the cost thereof by issuing the Bonds therefor; and it is hereby so determined and declared.

Section 1.22 Sale of Bonds. The Chief Financial Officer is authorized to proceed with the sale of the Bonds to the Purchaser on the terms and conditions provided herein, in the Continuing Covenant Agreement and in the Officer's Certificate, and execute the Officer's Certificate and the Continuing Covenant Agreement with such changes as are acceptable to the Chief Financial Officer whose execution thereof shall be conclusive evidence of his consent to such changes.

Section 1.23 Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Outstanding Bonds (including Provider Bonds) and any Credit Facility Obligations, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 1.24 General Obligations. The full faith and credit of the City are hereby pledged to the payment of the Bond Requirements of the Bonds and any Credit Facility Obligations. The Bonds and any Credit Facility Obligations shall constitute general obligations of the City and shall be payable from General Taxes on all taxable property within the City (except to the extent any Pledged Revenues or other moneys are available therefor), subject to the limitations imposed by the Constitution and statutes of the State.

Section 1.25 Additional Security. The payment of the Bond Requirements of the Bonds and of the Credit Facility Obligations are additionally secured by an irrevocable pledge of and by a lien (but not necessarily an exclusive lien) on the Pledged Revenues, subject to and after any superior liens upon such Pledged Revenues of any Superior Securities, on a parity with any Parity Securities and superior to any Subordinate Securities. Security Instrument Costs and Security Instrument Repayment Obligations under a Credit Facility or a Continuing Covenant Agreement, as applicable, are additionally secured by an irrevocable pledge of and by a lien (but not necessarily an exclusive lien) on the Pledged Revenues, subject to and after any superior liens upon such Pledged Revenues of any Superior Securities and any Parity Securities.

Section 1.26 No Pledge of Property. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except the proceeds of General Taxes, the Pledged Revenues, and any other moneys pledged for the payment of the Bonds. No property of the City, subject to such exceptions, shall be liable to be forfeited or taken in payment of the Bonds.

Section 1.27 No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other instrument relating thereto, against any individual member of the City or any officer or other agent of the City, past, present or future, either directly or indirectly through the City or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

ARTICLE II
THE SERIES 2013 BONDS

Section 2.01 Authorization, Date and Maturity. The Paying Agent is hereby authorized and directed upon written request of the City to authenticate and deliver the Series 2013 Bonds to "Cede & Co.," as nominee of the Securities Depository as directed by the original Purchaser. The Series 2013 Bonds shall be designated "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013," shall be dated the date of their initial issuance and shall be issued in Authorized Denominations. No Series 2013 Bond may be in a denomination which exceeds the principal coming due on the maturity date as set forth in the Officer's Certificate. The Series 2013 Bonds shall be issued in the aggregate principal amount necessary to effect the Project. The Series 2013 Bonds shall mature on the date and in the amount set forth in the Officer's Certificate and shall be issued in fully registered form numbered as the Paying Agent shall determine. The Series 2013 Bonds may be printed, lithographed, photocopied or typewritten as the City may determine.

Section 2.02 Interest.

(a) Interest Rates. Initially, the Series 2013 Bonds shall bear interest at the LIBOR Index Rate determined in accordance with Section 2.02(a)(i)(E)(1) below until such time as the City may designate a new Interest Mode for the Series 2013 Bonds in accordance with the

provisions of this Section 2.02. The initial LIBOR Index Rate shall be the rate per annum set forth in the Officer's Certificate, and shall be in effect from and including the Closing Date to but not including September 3, 2013. The initial Interest Payment Date for the Series 2013 Bonds for the period from the Closing Date through but not including September 3, 2013 is September 3, 2013. The City may designate a new Interest Mode from time to time in accordance with the provisions of this Section 2.02. The interest rate payable with respect to the Series 2013 Bonds shall be determined as set forth in this Section 2.02.

(i) Adjustable Interest Rate. Prior to the Fixed Rate Date for the Series 2013 Bonds, the Adjustable Interest Rate for the Series 2013 Bonds shall be determined by the applicable Calculation Agent, if the Series 2013 Bonds bear interest at an Index Interest Rate, and by the applicable Remarketing Agent, if the Series 2013 Bonds bear interest at any other Adjustable Interest Rate. Except as provided in Section 2.02(g) with respect to Provider Bonds, the term of the Series 2013 Bonds prior to the Fixed Rate Date will be divided into consecutive Interest Rate Periods during which the Series 2013 Bonds shall bear interest at a Daily Rate, a Weekly Rate, an Index Interest Rate, a Bond Interest Term Rate or a Long Rate; provided all of the Series 2013 Bonds shall accrue interest in the same Interest Mode, in the manner hereinafter provided.

(A) (1) Determination of Daily Rate. The interest rate payable with respect to the Series 2013 Bonds (other than Provider Bonds) in a Daily Mode shall be determined by the applicable Remarketing Agent by not later than 10:00 a.m. (New York City time) on each Business Day for such Business Day. The Daily Rate for any day which is not a Business Day shall be the same as the Daily Rate for the immediately preceding Business Day.

The Daily Rate shall be the rate of interest per annum determined by the applicable Remarketing Agent (based on an examination of tax-exempt obligations comparable in the judgment of said Remarketing Agent to the Series 2013 Bonds, and known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to be the minimum interest rate which, if borne by the Series 2013 Bonds, would enable the Remarketing Agent to sell the Series 2013 Bonds on such date of determination at a price (without regarding accrued interest) equal to the principal amount thereof. In the event the applicable Remarketing Agent fails to establish a Daily Rate for any Business Day, then the interest rate for such day shall be equal to 100% of The Bond Market Association Municipal Swap Index of Municipal Market Data, made available for such day, or if such index is no longer available, or no such index was so made available for such day, 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in The Wall Street Journal or The Bond Buyer on the day the Daily Rate would otherwise be determined as provided herein for such Daily Rate Period as specified by the City to the Paying Agent.

(2) Adjustment to Daily Rate. The City, by written direction to the other Notice Parties, may elect, subject to the provisions of Sections 2.02(e), 2.02(f) and 2.02(h), that the Series 2013 Bonds shall bear interest at a Daily Rate. Such direction of the City shall specify (i) the effective date of such adjustment to a Daily Rate, which shall be (x) a Business Day not earlier than the 30th day following the second Business Day after receipt by the Paying Agent of such direction, and (y) in the case of an adjustment from a Long Period, the day immediately following the last day of the then-current Long Period, or (z) in the case of an adjustment from a Weekly Rate Period or Short-Term Rate Period, the day immediately following the last day of the Interest Rate Period with respect to the Series 2013 Bonds; and (ii) the date of delivery for the Series 2013 Bonds to be purchased (if other than such effective date). In addition, the direction of the City shall be accompanied by a form of notice to be mailed to the Owners of the Series 2013 Bonds by the Paying Agent as provided in Section 2.02(a)(i)(A)(3). During each Daily Rate Period commencing on a date so specified and ending on the day immediately preceding the effective date of the next succeeding Interest Rate Period, the interest rate borne by the Series 2013 Bonds shall be a Daily Rate.

(3) Notice of Adjustment to Daily Rate. The Paying Agent shall give notice, together with the notice required by Section 5.01(g), by Mail of an adjustment to a Daily Rate to the Owners of the Series 2013 Bonds and, if a book-entry system is in effect, then to DTC, not less than 30 days prior to the effective date of such Daily Rate. Such notice shall state (i) that the interest rate on the Series 2013 Bonds will be adjusted to a Daily Rate, unless, in the case of an adjustment from a Long Rate, Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such adjustment, in which case the Series 2013 Bonds shall continue to bear interest at the Long Rate in effect immediately prior to such proposed adjustment in the Interest Rate Period, (ii) the effective date of such Daily Rate Period, (iii) the name of the applicable Credit Provider, (iv) that the Series 2013 Bonds are subject to mandatory tender for purchase on such effective date (except with respect to an adjustment from a Weekly Rate to a Daily Rate) and the applicable purchase price, and (v) if the Series 2013 Bonds are no longer in book-entry form, information with respect to the required delivery of bond certificates and payment of the purchase price under Section 5.01(g) of this Ordinance.

(B) (1) Determination of Weekly Rate. The interest rate payable with respect to the Series 2013 Bonds (other than Provider Bonds), in a Weekly Mode shall be determined by the Remarketing Agent by no later than 5:00 p.m. (New York City time) on Wednesday of each week during such Weekly Rate Period, or if such day shall not be a Business Day, then on the next succeeding Business Day. The Remarketing Agent will give notice of each Weekly Rate by no later than

the close of business on the Business Day next succeeding its day of determination.

The first Weekly Rate determined for each Weekly Rate Period which follows an Index Interest Rate Period, Daily Rate Period, Short-Term Rate Period or Long Period, shall be determined on or prior to the first day of such Weekly Rate Period and shall apply to the period commencing on the first day of such Weekly Rate Period and ending on the next succeeding Wednesday. Thereafter, each Weekly Rate shall apply to the period commencing on the next succeeding Thursday and ending on the next succeeding Wednesday, unless such Weekly Rate Period shall be in effect as of the stated maturity date, in which event the Weekly Rate for such Weekly Rate Period shall apply to the period commencing on the Thursday preceding the last day of such Weekly Rate Period and end on the day prior to the stated maturity date.

The Weekly Rate shall be the rate of interest per annum determined by the applicable Remarketing Agent (based on an examination of tax-exempt obligations comparable in the judgment of said Remarketing Agent to the Series 2013 Bonds and known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to be the minimum interest rate which, if borne by the Series 2013 Bonds, would enable the Remarketing Agent to sell the Series 2013 Bonds on such date of determination at a price (without regarding accrued interest) equal to the principal amount thereof. In the event that the applicable Remarketing Agent fails to establish a Weekly Rate for any week, then the Weekly Rate for such week shall be equal to 100% of The Securities Industry and Financial Markets Association Municipal Swap Index of Municipal Market Data, made available for the week preceding the date of determination, or if such index is no longer available, or no such index was so made available, for the week preceding the date of determination, 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in The Wall Street Journal or The Bond Buyer on the day the Weekly Rate would otherwise be determined as provided herein for such Weekly Rate Period as specified by the City to the Paying Agent.

(2) Adjustment to Weekly Rate. The City, by written direction to the other Notice Parties, may elect, subject to the provisions of Sections 2.02(e), 2.02(f) and 2.02(h), that the Series 2013 Bonds shall bear interest at a Weekly Rate. Such direction of the City shall specify (i) the effective date of such adjustment to a Weekly Rate, which shall be (x) a Business Day not earlier than the 30th day following the second Business Day after receipt by the Paying Agent of such direction, and (y) in the case of an adjustment from a Long Period, the day immediately following the last day of the then-current Long Period, or (z) in the case of an adjustment from a Daily Rate Period or Short-Term Rate Period, the day

immediately following the last day of the Interest Rate Period with respect to the Series 2013 Bonds; and (ii) the date of delivery for the Series 2013 Bonds to be purchased (if other than such effective date). In addition, the direction of the City shall be accompanied by a form of notice to be mailed to the Owners of the Series 2013 Bonds by the Paying Agent as provided in Section 2.02(a)(i)(B)(3). During each Weekly Rate Period commencing on a date so specified and ending on the day immediately preceding the effective date of the next succeeding Interest Rate Period, the interest rate borne by the Series 2013 Bonds shall be a Weekly Rate.

(3) Notice of Adjustment to Weekly Rate. The Paying Agent shall give notice, together with the notice required by Section 5.01(g), by Mail of an adjustment to a Weekly Rate to the Owners of Series 2013 Bonds, and, if a book-entry system is in effect, then to DTC, not less than 30 days prior to the effective date of such Weekly Rate Period. Such notice shall state (i) that the interest rate on the Series 2013 Bonds will be adjusted to a Weekly Rate, unless in the case of an adjustment from a Long Rate, Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such adjustment on the effective date of such adjustment in which case the Series 2013 Bonds shall continue to bear interest at the Long Rate in effect immediately prior to such proposed adjustment in the Interest Rate Period, (ii) the effective date of such Weekly Rate, (iii) the name of the applicable Credit Provider, (iv) that the Series 2013 Bonds are subject to mandatory tender for purchase on such effective date (except with respect to an adjustment from a Daily Rate to a Weekly Rate) and the applicable purchase price, and (v) if the Series 2013 Bonds are no longer in book-entry form, information with respect to the required delivery of bond certificates and payment of the purchase price under Section 5.01(g) of this Ordinance.

(C) (1) Determination of Bond Interest Terms and Bond Interest Term Rates in a Short-Term Rate Period. During each Short-Term Rate Period for the Series 2013 Bonds, each Series 2013 Bond shall bear interest during each Bond Interest Term for the Series 2013 Bonds at the Bond Interest Term Rate for such Series 2013 Bond. The Bond Interest Term and the Bond Interest Term Rate for each Series 2013 Bond need not be the same for any two Series 2013 Bonds, even if determined on the same date. Each of such Bond Interest Terms and Bond Interest Term Rates for each Series 2013 Bond (other than Provider Bonds) shall be determined by the applicable Remarketing Agent no later than 11:00 a.m., New York City time, on the first day of each Bond Interest Term. Each Bond Interest Term for each Series 2013 Bond shall be a period of not less than one day nor more than 270 days, determined by the applicable Remarketing Agent to be the period which, together with all other Bond Interest Terms for such Series 2013 Bonds then Outstanding will result in the lowest overall interest expense to the City on the Series 2013 Bonds, taking into account such factors as deemed necessary by the

applicable Remarketing Agent. Any Series 2013 Bonds remaining unsold by the applicable Remarketing Agent as of the close of business on the first day of the Bond Interest Term for a Series 2013 Bond, shall have a Bond Interest Term of one day or, if that Bond Interest Term would not end on a day immediately preceding a Business Day, a Bond Interest Term ending on the day immediately preceding the next Business Day. Each Bond Interest Term shall end on either a day which immediately precedes a Business Day or on the day immediately preceding the maturity date, but in no event shall any Bond Interest Term extend beyond the day which is three Business Days prior to the Scheduled Termination Date of the applicable Credit Facility. If for any reason a Bond Interest Term for any Series 2013 Bond cannot be so determined by the applicable Remarketing Agent, or if the determination of such Bond Interest Term is held by a court of law to be invalid or unenforceable, then such Bond Interest Term shall be 30 days, but if the last day so determined shall not be a day immediately preceding a Business Day, then such Bond Interest Term shall end on the first day immediately preceding the Business Day next succeeding such last day, or if such last day would be after the day immediately preceding the maturity date, shall end on the day immediately preceding the maturity date. In determining the number of days in each Bond Interest Term, the applicable Remarketing Agent shall take into account such factors as deemed necessary by such Remarketing Agent.

The Bond Interest Term Rate for each Bond Interest Term for each Series 2013 Bond shall be the rate of interest per annum determined by the applicable Remarketing Agent (based on then-prevailing market conditions) to be the minimum interest rate which, if borne by such Series 2013 Bond, would enable such Remarketing Agent to sell such Series 2013 Bond, on the date and at the time of such determination at a price (without regarding accrued interest) equal to the principal amount thereof. If for any reason a Bond Interest Term Rate for any Series 2013 Bond is not so established by the applicable Remarketing Agent for any Bond Interest Term, or such Bond Interest Term Rate is determined by a court of law to be invalid or unenforceable, then the Bond Interest Term Rate for such Bond Interest Term shall be the rate per annum equal to 70% of the interest rate on high grade unsecured commercial paper notes sold through dealers by major corporations as reported by The Wall Street Journal or The Bond Buyer on the first day of such Bond Interest Term and which maturity most nearly equals the Bond Interest Term for which a Bond Interest Term Rate is being calculated.

(2) Adjustment to Bond Interest Term Rates. The City, by written direction to the other Notice Parties, may elect, subject to the provisions of Sections 2.02(e), 2.02(f) and 2.02(h), that the Series 2013 Bonds shall bear interest at Bond Interest Term Rates, provided that the applicable Credit Facility then in effect has an interest component of not less than the duration of the Bond Interest Term calculated at the

Maximum Interest Rate. Such direction of the City shall specify (i) the effective date of the Short-Term Rate Period (during which the Series 2013 Bonds shall bear interest at Bond Interest Term Rates), which shall be (x) a Business Day not earlier than the 30th day following the second Business Day after receipt by the Paying Agent of such direction, and (y) in the case of an adjustment from a Long Period, the day immediately following the last day of the then-current Long Period or a day on which the Series 2013 Bonds would otherwise be subject to optional redemption pursuant to Section 4.01 if such adjustment did not occur; provided that, if prior to the City making such election, the Series 2013 Bonds shall have been called for redemption and such redemption shall not have theretofore been effected, the effective date of such Short-Term Rate Period shall not precede such redemption date; and (z) in the case of an adjustment from a Daily Rate Period or a Weekly Rate Period, the day immediately following the last day of such Interest Rate Period; (ii) the name of the applicable Credit Provider, and (iii) the date of delivery of the Series 2013 Bonds to be purchased (if other than such effective date). In addition, the direction of the City shall be accompanied by a form of the notice to be mailed by the Paying Agent to the Owners of the Series 2013 Bonds as provided in Section 2.02(a)(i)(C)(3). During each Short-Term Rate Period commencing on the date so specified and ending, with respect to each Series 2013 Bond, on the day immediately preceding the effective date of the next succeeding Interest Rate Period with respect to such Series 2013 Bond, each of the Series 2013 Bonds shall bear interest at a Bond Interest Term Rate during each Bond Interest Term for such Series 2013 Bond.

(3) Notice of Adjustment to Short-Term Rate Period. The Paying Agent shall give notice, together with the notice required by Section 5.01(g), by Mail of an adjustment to a Short-Term Rate Period to the Owners of Series 2013 Bonds, and, if a book-entry system is in effect, then to DTC, not less than 30 days prior to the effective date of such Short-Term Rate Period. Such notice shall state (i) that the interest rate on the Series 2013 Bonds will be adjusted to Bond Interest Term Rates, unless in the case of an adjustment from a Long Rate, Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such adjustment on the effective date of such adjustment in the Interest Rate Period, in which case the Series 2013 Bonds shall continue to bear interest at a Long Rate as in effect immediately prior to such proposed adjustment in the Interest Rate Period, and that during such Short-Term Rate Period, each such Series 2013 Bond will have one or more consecutive Bond Interest Terms during each of which such Series 2013 Bond will bear a Bond Interest Term Rate, (ii) the name of the applicable Credit Provider, (iii) the effective date of such Short-Term Rate Period, (iv) that the Series 2013 Bonds are subject to mandatory tender for purchase on the effective date of such Short-Term Rate Period, setting forth the applicable purchase price and (v) if the Series 2013 Bonds are no longer in book-entry form, information with respect to the required

delivery of bond certificates and payment of the purchase price under Section 5.01(g) of this Ordinance.

At any time during a Short-Term Rate Period, the City may elect, pursuant to Section 2.02(a)(i)(A)(2), 2.02(a)(i)(B)(2), or 2.02(a)(i)(D)(2) (and with the notice provided in such Sections), but subject to Section 2.02(f) that the Series 2013 Bonds no longer shall bear interest at Bond Interest Term Rates and shall instead bear interest at a Daily Rate, a Weekly Rate or a Long Rate, as specified in such election.

The date on which all Bond Interest Terms determined shall end shall be the last day of the then-current Short-Term Rate Period and the day next succeeding such date shall be the effective date of the Daily Rate Period, Weekly Rate Period or Long Period elected by the City.

(D) (1) Determination of Long Rate. The interest rate payable with respect to the Series 2013 Bonds (other than Provider Bonds) in a Long Mode shall be determined by the applicable Remarketing Agent by not later than 12:00 noon (New York City time) on a Business Day no later than the effective date of such Long Period with respect to the Series 2013 Bonds. The Long Rate shall be the rate of interest per annum determined by the applicable Remarketing Agent (based on an examination of tax-exempt obligations comparable in the judgment of said Remarketing Agent to the Series 2013 Bonds and known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to be the minimum interest rate which, if borne by the Series 2013 Bonds, would enable the Remarketing Agent to sell the Series 2013 Bonds on such date of determination at a price (without regarding accrued interest) equal to the principal amount thereof. If, for any reason, the Long Rate is not so determined for any Long Period by the applicable Remarketing Agent on or prior to the first day of such Long Period, then the Series 2013 Bonds shall bear interest at the Weekly Rate as provided in subsection (B), and shall continue to bear interest at a Weekly Rate until such time as the interest rate on the Series 2013 Bonds shall have been adjusted to a different Interest Rate Period as provided herein, and the Series 2013 Bonds shall be subject to purchase as described in Section 5.01(c)(i).

(2) Adjustment to or Continuation of Long Rate. (i) The City, by written direction to the other Notice Parties, may elect, subject to Sections 2.02(e) and 2.02(f), that the Series 2013 Bonds shall bear, or continue to bear, interest at a Long Rate, provided that the applicable Credit Facility then in effect with respect thereto has an interest component of not less than 184 days (calculated on the basis of a 360-day year consisting of twelve 30-day months) at the Maximum Interest Rate. The direction of the City required by the first sentence of this paragraph (i): (A) shall specify the duration of the Long Period (which

shall be one year or any integral multiple thereof) during which the Series 2013 Bonds shall bear interest at a Long Rate; (B) shall specify the effective date of such Long Period, which date shall be (x) a Business Day not earlier than the 30th day following the second Business Day after receipt by the Paying Agent of such direction, and (y) in the case of an adjustment from a Long Period to another Long Period, the day immediately following the last day of the then-current Long Period, or (z) in the case of an adjustment from a Daily Rate Period, Weekly Rate Period or Short-Term Rate Period, the day immediately following the last day of the Interest Rate Period; (C) shall specify the last day of such Long Period (which last day shall be either the day prior to the maturity date, or a day which both immediately precedes a Business Day and is at least one or more years after the effective date thereof); and (D) shall specify a date on or prior to which Owners are required to deliver the Series 2013 Bonds to be purchased (if other than such effective date); (ii) such direction of the City shall be accompanied by a form of the notice to be mailed by the Paying Agent to the Owners as provided in Section 2.02(a)(i)(D)(3); (iii) if, by the second Business Day preceding the 29th day prior to the last day of any Long Period, the Paying Agent shall not have received notice of the City's election that, during the next succeeding Interest Rate Period, the Series 2013 Bonds shall bear interest at a Daily Rate, a Weekly Rate, Bond Interest Term Rates or a Long Rate, then the next succeeding Interest Rate Period shall be a Daily Rate Period or Weekly Rate Period as determined by the applicable Remarketing Agent, provided that the Remarketing Agent shall have received a Favorable Opinion of Bond Counsel and, until such time as the City elects a new Interest Rate Period as provided in this Section 2.02, the Series 2013 Bonds shall be subject to mandatory purchase as provided in Section 5.01(c)(i) on the first day of such Daily Rate Period or Weekly Rate Period; and (iv) in the event that the City shall deliver to the Remarketing Agent, the Paying Agent and the Fiscal Agent on or prior to the date that the interest rate for any Long Period is determined a notice to the effect that the City elects to rescind its election to have the Series 2013 Bonds bear interest at a Long Rate, then the interest rate on the Series 2013 Bonds shall not be adjusted to a Long Rate, and the Series 2013 Bonds shall bear interest at a Daily Rate, Weekly Rate or Bond Interest Term Rates as in effect prior to such event, or if Series 2013 Bonds were to be adjusted from a Long Rate, then the Series 2013 Bonds shall bear interest at a Daily Rate, Weekly Rate or Bond Interest Term Rate as determined by the applicable Remarketing Agent, provided that the Remarketing Agent shall have received a Favorable Opinion of Bond Counsel, and the Series 2013 Bond shall continue to be subject to mandatory purchase as provided in Section 5.01(c)(i) on the day which would have been the effective date of such Long Period.

(3) Notice of Adjustment to or Continuation of Long Rate. The Paying Agent shall give notice, together with the notice

required by Section 5.01(g), by Mail of an adjustment to a (or the establishment of another) Long Period to the Owners of Series 2013 Bonds, and, if a book-entry system is in effect, then to DTC, not less than 30 days prior to the effective date of such Long Period. Such notice shall state: (i) that the interest rate on the Series 2013 Bonds shall be adjusted to, or continue to bear interest at, a Long Rate unless in the case of an adjustment from a Daily Rate, Weekly Rate or Bond Interest Term Rates, Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such adjustment in the Interest Rate Period on the effective date of such adjustment, in which case the Series 2013 Bonds, if being adjusted from a Daily Rate Period, Weekly Rate Period or a Short-Term Rate Period shall continue to bear interest at a Daily Rate, Weekly Rate or Bond Interest Term Rates as in effect immediately prior to such proposed adjustment in the Interest Rate Period, (ii) the effective date and the last day of such Long Period, and (iii) that the Series 2013 Bonds are subject to mandatory tender for purchase on such effective date and the purchase price applicable thereto.

(E) Determination of Index Interest Rates.

(1) Determination of LIBOR Index Rates. During each LIBOR Index Rate Period, the Series 2013 Bonds shall, subject to Sections 2.02(a)(i)(E)(3), 2.02(a)(i)(E)(4), 2.02(a)(i)(E)(5) and 2.02(a)(i)(E)(6) hereof, bear interest at the LIBOR Index Rate. The Calculation Agent shall determine the LIBOR Index Rate on each Computation Date during the LIBOR Index Rate Period, and such rate shall become effective on the LIBOR Index Reset Date next succeeding the Computation Date and interest at such rate shall accrue each day during such LIBOR Index Rate Period, commencing on and including the first day of such period to but excluding the last day of such period. The LIBOR Index Rate shall be rounded upward to the fourth decimal place. Notwithstanding the foregoing, the LIBOR Index Rate for the period commencing on and including the Closing Date to but not including September 3, 2013, shall be equal to the initial interest rate set forth in the Officer's Certificate and interest accruing on the Series 2013 Bonds during such period shall be payable on September 3, 2013, the initial Interest Payment Date.

(2) Determination of SIFMA Index Rates. During each SIFMA Index Rate Period, the Series 2013 Bonds shall, subject to Sections 2.02(a)(i)(E)(3), 2.02(a)(i)(E)(4), 2.02(a)(i)(E)(5) and 2.02(a)(i)(E)(6) hereof, bear interest at the SIFMA Index Rate. The Calculation Agent shall determine the SIFMA Index Rate on each Computation Date during the SIFMA Index Rate Period, and such rate shall become effective on the SIFMA Rate Reset Date next succeeding such Computation Date and interest at such rate shall accrue each day during such SIFMA Index Rate Period, commencing on and including the

first day of such period to but excluding the last day of such period. The SIFMA Index Rate shall be rounded upward to the second decimal place.

(3) Amortization Period. Notwithstanding anything herein to the contrary, during the Amortization Period, the Series 2013 Bonds shall bear interest at the Purchaser Rate (subject to adjustment to the Taxable Rate, Default Rate or Maximum Interest Rate, as applicable).

(4) Adjustments to Index Interest Rates. From and after any Taxable Date, the interest rate on Series 2013 Bonds in an Index Interest Rate Period (including with respect to any Unremarketed Bonds) shall be established at a rate at all times equal to the Taxable Rate (subject to adjustment to the Default Rate or Maximum Interest Rate, as applicable).

(5) Default Rate. Notwithstanding the foregoing provisions of this Section 2.02(a)(i)(E), from and after the occurrence of any Event of Default, the interest rate for Series 2013 Bonds in an Index Interest Rate Period including with respect to any Unremarketed Bonds shall be established at a rate at all times equal to the greater of (i) the Default Rate and (ii) the interest rate that otherwise would be applicable to the Series 2013 Bonds but for the provisions of this paragraph, payable on demand to the Purchaser.

(6) Excess Interest. Notwithstanding anything in this Ordinance to the contrary, if during an Index Interest Rate Period including any period when Unremarketed Bonds are outstanding, the rate of interest on the Series 2013 Bonds exceeds the Maximum Interest Rate for such Series 2013 Bonds, then (i) such Series 2013 Bonds shall bear interest at the Maximum Interest Rate and (ii) interest on such Series 2013 Bonds shall be calculated at the rate equal to the difference between (A) the rate of interest for such Series 2013 Bonds as calculated pursuant to this Ordinance and (B) the Maximum Interest Rate (the "Excess Interest") shall be deferred until such date as the rate of interest borne by such Series 2013 Bonds is below the Maximum Interest Rate, at which time that portion of the deferred Excess Interest shall be payable with respect to such Series 2013 Bonds as will cause the rate of interest then paid thereon to equal the Maximum Interest Rate, which payments of deferred Excess Interest shall continue until all deferred Excess Interest with respect to the Series 2013 Bonds is fully paid.

(7) Failure to Determine Rate or Certain Rate Period. If for any reason the Calculation Agent fails to determine the Index Interest Rate, the Index Interest Rate then in effect shall remain in effect.

(8) Determinations Conclusive. The determination of any Index Interest Rate by the Calculation Agent shall be conclusive and

binding upon the City, the Paying Agent, the Remarketing Agent and the Holders. The determination of the Applicable Spread by the Market Agent shall be conclusive and binding upon the City, the Paying Agent, the Remarketing Agent and the Holders.

(9) Adjustment to Index Interest Rate. The City, by written direction to the other Notice Parties, may elect, subject to the provisions of Sections 2.02(e), 2.02(f) and 2.02(h), that the Series 2013 Bonds shall bear interest at an Index Interest Rate including adjustments from one LIBOR Index Rate to another LIBOR Index Rate or from one SIFMA Index Rate to another SIFMA Index Rate. Such direction of the City shall specify (x) whether such Index Interest Rate shall be a SIFMA Index Rate or a LIBOR Index Rate, (y) the new Special Purchase Date and (z) the new Applicable Spread and, if such Index Interest Rate shall be a LIBOR Index Rate, the new Applicable Factor. The new Applicable Factor and Applicable Spread shall be determined by the Market Agent on or prior to the Conversion Date based on the length of the new Index Interest Rate Period applicable to the chosen Special Purchase Date such that the initial Applicable Spread shall equal the number of basis points that, when added to the SIFMA Index or the product of the LIBOR Index and the Applicable Factor, would equal the minimum interest rate per annum that would enable the Market Agent or Remarketing Agent to sell the Series 2013 Bonds on such Conversion Date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereof). Such direction of the City shall further specify (i) the effective date of such adjustment to such LIBOR Index Rate or SIFMA Index Rate, as applicable, which shall be (x) a Business Day not earlier than the 30th day following the second Business Day after receipt by the Paying Agent of such direction, and (y) in the case of an adjustment from a Long Period, the day immediately following the last day of the then-current Long Period, or (z) in the case of an adjustment from a Daily Rate Period, Weekly Rate Period or Short-Term Rate Period, the day immediately following the last day of the Interest Rate Period with respect to the Series 2013 Bonds and (ii) the date of delivery for the Series 2013 Bonds to be purchased (if other than such effective date). In addition, the direction of the City shall be accompanied by a form of notice to be mailed to the Owners of the Series 2013 Bonds by the Paying Agent as provided in Section 2.02(a)(i)(E)(10). During each LIBOR Index Rate Period or SIFMA Index Rate Period, as applicable, commencing on the date so specified and ending on the day immediately preceding the effective date of the next succeeding LIBOR Index Rate Period or SIFMA Index Rate Period, as applicable, the interest rate borne by the Series 2013 Bonds shall be a LIBOR Index Rate or SIFMA Index Rate, as applicable.

(10) Notice of Adjustment to Index Interest Rate. The Paying Agent shall give notice, together with the notice required by Section 5.01(g), by Mail of an adjustment to an Index Interest Rate to the

Owners of the Series 2013 Bonds and, if a book-entry system is in effect, then to DTC, not less than 30 days prior to the effective date of such Index Interest Rate. Such notice shall state (i) that the interest rate on the Series 2013 Bonds will be adjusted to or continue to be a LIBOR Index Rate or SIFMA Index Rate, as applicable, unless, in the case of an adjustment from a Long Rate, Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such adjustment, in which case the Series 2013 Bonds shall continue to bear interest at the Long Rate in effect immediately prior to such proposed adjustment in the Interest Rate Period, (ii) the effective date of such LIBOR Index Rate Period or SIFMA Index Rate Period, as applicable, (iii) that the Series 2013 Bonds are subject to mandatory tender for purchase on such effective date and the applicable purchase price, and (iv) if the Series 2013 Bonds are no longer in book-entry form, information with respect to the required delivery of bond certificates and payment of the purchase price under Section 5.01(g) of this Ordinance.

(ii) Determination of Fixed Interest Rate. On and after the Fixed Rate Date for the Series 2013 Bonds, the Series 2013 Bonds shall bear interest at the Fixed Interest Rate. Not later than the Business Day prior to the Fixed Rate Date (or if such day is not a Business Day, then on the immediately preceding Business Day), the applicable Remarketing Agent shall determine the interest rate which in its judgment, having due regard for prevailing financial market conditions, is the interest rate, but not in excess of the interest rate, which would enable such Remarketing Agent to sell all of the Series 2013 Bonds on the Fixed Rate Date with a Fixed Interest Rate until maturity at 100% of the principal amount thereof plus accrued interest, if any, with respect thereto, plus a premium sufficient to pay any remarketing fees; provided, however, that if the City exercises its option pursuant to Section 2.04 to have any Series 2013 Bonds remarketed on the Fixed Rate Date at a discount, the applicable Remarketing Agent shall establish the Fixed Interest Rate taking into account any such discount specified by the City. The Remarketing Agent shall promptly give telephonic notice to the City, the Fiscal Agent and the Paying Agent of the Fixed Interest Rate.

(b) Place of Payment. Subject to Section 3.01(a) hereof, the principal of, and premium, if any, on the Series 2013 Bonds shall be payable in lawful money of the United States of America upon presentment and surrender of such Series 2013 Bonds at the Corporate Trust Office of the Paying Agent. Subject to Section 3.01(a) hereof, interest on the Series 2013 Bonds shall be payable on each applicable Interest Payment Date by the Paying Agent, by check mailed by Mail on the date on which due to the Owners of the Series 2013 Bonds at the close of business on the Record Date in respect of such Interest Payment Date at the registered addresses of Owners as shall appear on the Bond Register. In the case of any holder of Series 2013 Bonds in an aggregate principal amount in excess of $1,000,000 as shown on the registration books kept by the Paying Agent who, prior to the Record Date next preceding any Interest Payment Date, shall have provided, or caused to be provided to, the Paying Agent with wire transfer instructions, interest payable on such Series 2013 Bonds shall be paid in accordance with the

wire transfer instructions provided by the holder of such Series 2013 Bonds (or by the applicable Remarketing Agent on behalf of such holder).

(c) Binding Determination. The determination by the applicable Remarketing Agent in accordance with this Section 2.02 (or the City's determination pursuant to this Section 2.02) of the Adjustable Interest Rate and the Fixed Interest Rate payable with respect to the Series 2013 Bonds shall be conclusive and binding on the Notice Parties and the Owners of Series 2013 Bonds.

(d) Maximum Interest Rate. Subject only to the provisions of Section 2.02(a)(i)(E)(6) of this Ordinance, notwithstanding anything to the contrary contained herein, in no event shall the interest rate payable with respect to any Series 2013 Bonds exceed the Maximum Interest Rate; provided, however, Provider Bonds shall accrue interest as provided in the applicable Credit Facility.

(e) Method of Notice of Adjustment. In the event that the City shall elect to convert the interest rate on the Series 2013 Bonds to a Daily Rate, Weekly Rate, Index Interest Rate, Bond Interest Term Rates or Long Rate as provided in Section 2.02(a)(i), then the written direction furnished by the City to the other Notice Parties as required by such Section shall be made by registered or certified mail, or by electronic-mail, telex or telecopy confirmed by registered or certified mail. Any such direction of the City shall specify whether the Series 2013 Bonds are to bear interest at the Daily Rate, Weekly Rate, Index Interest Rate, Bond Interest Term Rates or the Long Rate and shall be accompanied by a copy of the notice required to be given by the Paying Agent pursuant to Sections 2.02(a)(i)(A)(3), 2.02(a)(i)(B)(3), 2.02(a)(i)(C)(3), 2.02(a)(i)(D)(3) or 2.02(a)(i)(E)(10), as the case may be. Notwithstanding anything in this Section 2.02 to the contrary, the City may not elect to adjust the interest rate on the Series 2013 Bonds from a Fixed Interest Rate.

(f) Applicable Adjustable Interest Rate Upon a Failure to Receive a Favorable Opinion of Bond Counsel. Notwithstanding anything in this Section 2.02 to the contrary, in connection with any adjustment of the Series 2013 Bonds from a Daily Rate, Weekly Rate, Index Interest Rate, or Bond Interest Term Rates to a Long Rate or from a Long Rate to a Daily Rate, Weekly Rate, Index Interest Rate, or Bond Interest Term Rates, the City shall cause to be provided to the other Notice Parties a Favorable Opinion of Bond Counsel on the effective date of such adjustment. In the event that Bond Counsel fails to deliver a Favorable Opinion of Bond Counsel on any such date, then the Interest Rate Period on the Series 2013 Bonds shall not be adjusted, and the Series 2013 Bonds bearing interest at (i) the Daily Rate, the Weekly Rate, Index Interest Rate or Bond Interest Term Rates shall continue to bear interest at a Daily Rate, Weekly Rate, Index Interest Rate or Bond Interest Term Rates, respectively, as in effect immediately prior to such proposed adjustment in the Interest Rate Period, and (ii) at a Long Rate shall continue to bear interest at the Long Rate in effect immediately prior to such proposed adjustment in the Interest Rate Period. In any event, if notice of such adjustment has been mailed to the Owners of the Series 2013 Bonds as provided in Section 2.02 and Bond Counsel fails to deliver a Favorable Opinion of Bond Counsel on the effective date as herein described, the Series 2013 Bonds shall continue to be subject to mandatory purchase on the date which would have been the effective date of such adjustment as provided in Section 5.01(c)(i).

(g) Provider Bonds. Any Provider Bonds shall bear interest at the Provider Bond Rate for the period commencing from the date that the applicable Credit Provider shall have purchased such Provider Bond and, subject to Section 6.08 hereof, continuing until the applicable Credit Provider shall no longer be the Owner of such Series 2013 Bond as provided in the applicable Credit Facility. Notwithstanding anything in this Ordinance to the contrary, interest on Provider Bonds shall be paid by wire transfer, on the date on which such interest is due, in accordance with the wire transfer instructions to be provided by the applicable Credit Provider prior to such Interest Payment Date, as provided in the applicable Credit Facility.

All Provider Bonds within the Series 2013 Bonds shall be (i) remarketed prior to any other Series 2013 Bonds, and (ii) converted and remarketed to a Fixed Interest Rate before any other Series 2013 Bonds are so converted and remarketed.

(h) Expiration of a Credit Facility. In connection with any adjustment in the Interest Rate Period for the Series 2013 Bonds at the direction of the City (other than an adjustment to a Fixed Interest Rate), if such adjusted Interest Rate Period would (i) extend beyond the Scheduled Termination Date of the applicable Credit Facility, (ii) require greater interest coverage than provided currently in the applicable Credit Facility or (iii) cause the applicable Credit Facility to no longer apply with respect to the Series 2013 Bonds, the City, as a condition to the effectiveness of the direction to adjust the Interest Rate Period, must supply the Paying Agent with an amendment to the applicable Credit Facility or an Alternate Credit Facility with respect to the Series 2013 Bonds.

In the event (i) the applicable Credit Provider does not agree to extend the Commitment Period beyond any Scheduled Termination Date of the applicable Credit Facility and an Alternate Credit Facility or a firm commitment for an Alternate Credit Facility has not been obtained by the City within 45 days prior to such Scheduled Termination Date, or (ii) such Credit Provider shall have notified the City pursuant to the provisions of the applicable Credit Facility (or similar provisions of an Alternate Credit Facility) that an "Event of Default" shall have occurred under the applicable Credit Facility and that the Credit Provider's obligation to purchase Series 2013 Bonds shall terminate, the City shall take all action necessary, in accordance with the terms hereof, to either: (i) convert the Series 2013 Bonds to a Fixed Interest Rate in accordance with Section 2.04, (ii) defease the Series 2013 Bonds or provide for the payment or redemption thereof in accordance with Section 12.02 hereof or (iii) obtain an Alternate Credit Facility in the case of expiration of the Credit Facility, for delivery on a date not later than five (5) days prior to the Scheduled Termination Date and, in the case of an "Event of Default" under such Credit Facility, on a date not later than the termination date of the applicable Credit Facility. In the event the applicable Credit Provider does not agree to increase interest coverage necessary to effect a change in the Interest Mode, then the City shall take all action necessary to either (1) stay in the same Interest Mode or (2) (i) convert the Series 2013 Bonds to a Fixed Interest Rate in accordance with Section 2.04 hereof, (ii) defease the Series 2013 Bonds, or provide for the payment or redemption thereof in accordance with Section 12.02 hereof or (iii) obtain an Alternate Credit Facility. On the second Business Day prior to the date of such conversion or defeasance of the Series 2013 Bonds or upon the termination of the applicable Credit Facility, all amounts payable to the applicable Credit Provider in connection with the applicable Credit Facility and the Provider Bonds (except as may be set forth in Section 2.02(g), as applicable, and Section 2.07 hereof) shall be paid in full.

Section 2.03 Accrual of Interest. Except as provided in Section 2.02(g) with respect to Provider Bonds, each Series 2013 Bond shall bear interest from and including the Interest Accrual Date immediately preceding the date of authentication thereof, or, if such date of authentication shall be an Interest Accrual Date to which interest on the Series 2013 Bonds has been paid in full or duly provided for or the date of initial authentication of the Series 2013 Bonds, from such date of authentication; provided, however, that if, as shown by the records of the Paying Agent, interest on the Series 2013 Bonds shall be in default, such Series 2013 Bonds issued in exchange therefor or surrendered for registration of transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2013 Bonds or, if no interest has been paid on the Series 2013 Bonds, from the date of the first authentication thereof. Interest on the Series 2013 Bonds shall be payable on each respective Interest Payment Date for the period commencing on the immediately preceding Interest Accrual Date or otherwise as provided herein and ending on the day immediately preceding such Interest Payment Date. In any event, interest on the Series 2013 Bonds shall be payable for the final Interest Rate Period to the date on which any Series 2013 Bonds shall have been paid in full. Interest shall be computed, (i) in the case of any Series 2013 Bonds bearing interest at the LIBOR Index Rate, the Purchaser Rate, the Default Rate, or the Taxable Rate, on the basis of a 360-day year and actual days elapsed, (ii) in the case of any Series 2013 Bonds bearing interest at the Long Rate or Fixed Interest Rate, on the basis of a 360-day year consisting of twelve 30-day months, and (iii) in the case of any other Interest Rate Period, on the basis of a 365 or 366-day year, as applicable, for the actual number of days elapsed.

Section 2.04 Conversion to Fixed Interest Rate.

(a) The City shall have the option, exercisable one time for the Series 2013 Bonds (unless a Fixed Interest Rate is not determined as provided in Section 2.04(b), in which case the City may exercise the option until such Fixed Interest Rate is determined), to convert the interest payable with respect to the Series 2013 Bonds to the Fixed Interest Rate. The City shall exercise such option by giving, not less than 30 days prior to the Fixed Rate Date, notice to the Notice Parties of its election to convert the interest payable with respect to the Series 2013 Bonds to the Fixed Interest Rate. Such notice shall specify the Fixed Rate Date, which may be any Business Day for which Owners may be given timely notice of conversion as provided in Section 2.05 hereof. In connection with any conversion to the Fixed Interest Rate, the City shall have the right to direct the applicable Remarketing Agent to remarket the Series 2013 Bonds on the Fixed Rate Date at a discount or at a premium, including a premium sufficient to pay any remarketing fees, and to establish new mandatory sinking account payments; provided that in order to exercise such option, the City must deposit with the Paying Agent on or prior to the Fixed Rate Date an amount equal to the discount and the remarketing fee. No later than the Business Day prior to the Fixed Rate Date, the applicable Remarketing Agent shall determine the Fixed Interest Rate, as provided in Section 2.02(a)(ii) hereof.

(b) If the applicable Remarketing Agent fails, refuses or is unable to determine the Fixed Interest Rate prior to the Fixed Rate Date, or if a court of competent jurisdiction determines that the Fixed Interest Rate is invalid or unenforceable, then the Series 2013 Bonds shall bear interest, during the Initial Period, at the then current Index Interest Rate, and, while the Series 2013 Bonds bear interest at any Adjustable Rate other than an Index Interest Rate, at the interest rate provided in Section 2.02(a)(i)(B) hereof, until such time as the

City elects a new Interest Rate Period as provided in Section 2.02 or again exercises its option to convert to a Fixed Interest Rate. If, at the direction of the City, the Remarketing Agent resumes determination of the Fixed Interest Rate pursuant to 2.04(a) hereof, the foregoing provisions shall apply as if there had been no prior invalidation or failure by the Remarketing Agent to determine the Fixed Interest Rate.

(c) Notwithstanding anything in this Section 2.04 to the contrary, in connection with any conversion of the Series 2013 Bonds to a Fixed Interest Rate, the City shall cause to be provided to the other Notice Parties a Favorable Opinion of Bond Counsel on the effective date of such conversion. In the event that Bond Counsel fails to deliver a Favorable Opinion of Bond Counsel on any such date, then the Interest Rate Period on the Series 2013 Bonds shall not be converted, and the Series 2013 Bonds bearing interest at (i) the Index Interest Rate, the Daily Rate, the Weekly Rate or Bond Interest Term Rates shall continue to bear interest at the Index Interest Rate, a Daily Rate, the Weekly Rate or the Bond Interest Term Rates, respectively, as in effect immediately prior to such proposed adjustment in the Interest Rate Period, and (ii) at a Long Rate shall continue to bear interest at the Long Rate in effect immediately prior to such proposed conversion to a Fixed Interest Rate. In any event, if notice of such conversion has been mailed to the Owners of the Series 2013 Bonds as provided in Section 2.05 and Bond Counsel fails to deliver a Favorable Opinion of Bond Counsel on the effective date as herein described, the Series 2013 Bonds shall continue to be subject to mandatory purchase on the date which would have been the effective date of such adjustment as provided in Section 5.01(c)(i).

Section 2.05 Notice of Conversion to Fixed Interest Rate. If the City exercises its option to convert the Series 2013 Bonds to the Fixed Interest Rate, the Paying Agent shall give notice of such conversion to the Rating Agencies, the applicable Credit Provider, the applicable Remarketing Agent and the Owners of Series 2013 Bonds. Such notice shall state (i) that the interest rate with respect to the Series 2013 Bonds will be converted to the Fixed Interest Rate, (ii) the Fixed Rate Date, (iii) the date the Fixed Interest Rate is to be established, (iv) that interest represented by the Series 2013 Bonds will be payable on each June 1 and December 1 after the Fixed Rate Date, (v) that subsequent to the Fixed Rate Date, the Owners will no longer have the right to deliver such Series 2013 Bonds to the Paying Agent for purchase, (vi) that all Outstanding Series 2013 Bonds will be purchased on the Fixed Rate Date, (vii) that the interest rate on the Series 2013 Bonds will be converted to a Fixed Rate, unless Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such conversion, in which case the Series 2013 Bonds shall remain in the Interest Rate Period in effect immediately prior to such proposed conversion to the Fixed Interest Rate and (viii) that on and after conversion date, the Owners shall be deemed to have tendered their Series 2013 Bonds as of the Fixed Rate Date to the Paying Agent. From and after the Fixed Rate Date, said Owners shall not be entitled to any payment (including any interest to accrue from and after the Fixed Rate Date) other than the purchase price for the Series 2013 Bonds, which shall be an amount equal to the principal amount thereof plus accrued interest, if any, with respect thereto calculated as of the Fixed Rate Date. From and after the Fixed Rate Date, the Series 2013 Bonds shall no longer otherwise be entitled to the benefits of this Ordinance as further provided in Section 2.07 hereof. The Series 2013 Bonds shall be purchased on the Fixed Rate Date in accordance with and from the sources of funds specified in Section 6.03 hereof.

Section 2.06 Replacement Bonds. After conversion to the Fixed Interest Rate pursuant to Section 2.04 hereof, the Paying Agent, at the direction of the City, shall deliver replacement Series 2013 Bonds bearing the Fixed Interest Rate with deletion of such terms which are, in the opinion of Bond Counsel, no longer applicable. Any such replacement Series 2013 Bonds shall be executed and authenticated as provided herein. Any such replacement Series 2013 Bonds shall be in Authorized Denominations. If definitive Series 2013 Bonds are not available for delivery, temporary replacement Series 2013 Bonds may be delivered.

Section 2.07 Certain Provisions of Series 2013 Bonds and this Ordinance Inapplicable After Fixed Rate Date. On and after the Fixed Rate Date, any Series 2013 Bonds bearing interest at the Fixed Interest Rate shall no longer be subject to the following provisions of this Ordinance, and in the event of delivery of replacement Series 2013 Bonds pursuant to Section 2.06 hereof, any recital of such provisions shall be deleted from such replacement Series 2013 Bonds:

(i) The provisions of Article V hereof relating to the purchase, remarketing and delivery of Series 2013 Bonds;

(ii) The provisions of Section 2.02(a)(i), (c), (d), (e), (f), (g) and (h) relating to Adjustable Interest Rate;

(iii) The provisions of Sections 2.04, 2.05 and 2.06 relating to conversion to the Fixed Interest Rate; and

(iv) Any provisions relating to a Credit Facility, except to the extent that any Provider Bonds and other obligations are outstanding under the provisions of a Credit Facility.

ARTICLE III
BOOK ENTRY BONDS AND TRANSFERS

Section 3.01 Book-Entry System; Limited Obligation.

(a) Except as otherwise provided in this Section 3.01, the Series 2013 Bonds shall be registered in the form of one global bond in the aggregate principal amount of the Series 2013 Bonds in the name of the Securities Depository or its nominee and ownership thereof shall be maintained in book-entry form by the Securities Depository for the account of the Participants thereof. Initially, the Series 2013 Bonds shall be registered in the name of Cede & Co., as the nominee of the Securities Depository, and payment of principal or interest for any Series 2013 Bond registered in the name of Cede & Co. shall be made as provided in the Representation Letter. Except as provided in subsection (c) of this Section, the Series 2013 Bonds may be transferred, in whole but not in part, only to the Securities Depository or a nominee of the Securities Depository, or to a successor Securities Depositary selected by the City or to a nominee of such successor Securities Depository. Each global bond shall bear a legend substantially to the following effect: "Except as otherwise provided in Section 3.01 of the Ordinance (as defined herein), this global bond may be transferred, in whole but not in part, only to another nominee of the Securities Depository (as defined in this Ordinance) or to a successor Securities Depository or to a nominee of a successor Securities Depository."

(b) The City and the Paying Agent shall have no responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository or any Participant with respect to any beneficial ownership interest in the Series 2013 Bonds;

(ii) the delivery to any Participant, Beneficial Owner or other Person, other than the Securities Depository, of any notice with respect to the Series 2013 Bonds;

(iii) the payment to any Participant, Beneficial Owner or other Person, other than the Securities Depository, of any amount with respect to the principal of, premium, if any, or interest on, the Series 2013 Bonds;

(iv) any consent given by the Securities Depository as Owner; or

(v) the selection by the Securities Depository or any Participant of any Beneficial Owners to receive payment if the Series 2013 Bonds are redeemed in part.

So long as the certificates for the Series 2013 Bonds issued pursuant to this Ordinance, are not issued pursuant to subsection (c) of this Section 3.01, the City and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute Owner of such Series 2013 Bond for all purposes whatsoever, including without limitation:

(i) the payment of principal, premium, if any, and interest on or purchase price of such Series 2013 Bond;

(ii) giving notices of redemption or mandatory tenders and other matters with respect to such Series 2013 Bond; and

(iii) registering transfers with respect to such Series 2013 Bond.

(c) If at any time the Securities Depository notifies the City that it is unwilling or unable to continue as Securities Depository with respect to the Series 2013 Bonds or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Securities Depository is not appointed by the City within 90 days after the City receives notice or becomes aware of such condition, as the case may be, subsections (a) and (b) of this Section 3.01 shall no longer be applicable and the City shall execute and the Paying Agent shall authenticate and deliver certificates representing the Series 2013 Bonds as provided below. In addition, the City may determine at any time that the Series 2013 Bonds shall no longer be represented by global certificates and that the provisions of subsections (a) and (b) above shall no longer apply to such Series 2013 Bonds. In any such event the City shall execute and the Paying Agent shall authenticate and deliver certificates representing the Series 2013 Bonds as provided below. Certificates for the Series 2013 Bonds issued in exchange for a global certificate pursuant to this

subsection (c) shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Participants or otherwise, shall instruct the City and the Paying Agent. The Paying Agent shall deliver such certificates representing the Series 2013 Bonds to the persons in whose names such Series 2013 Bonds are so registered on the Business Day immediately preceding the first day of an Interest Rate Period.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as the Series 2013 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or redemption price of and interest on or the purchase price of such Series 2013 Bonds, and all notices with respect to such Series 2013 Bonds, shall be made and given to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Owners of Series 2013 Bonds pursuant to this Ordinance by the City or the Paying Agent with respect to any consent or other action to be taken by Owners of Series 2013 Bonds, the City or the Paying Agent, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC is the Owner of the Series 2013 Bonds.

(f) If the City purchases, or causes the Paying Agent to purchase, any of the Series 2013 Bonds, such purchase of Series 2013 Bonds shall be deemed to have occurred upon the purchase of beneficial ownership interests in the Series 2013 Bonds from a Participant. Upon receipt by DTC of notice from the City and a Participant that a purchase of beneficial ownership interests in the Series 2013 Bonds has been made by the City from such Participant, DTC shall surrender to the Paying Agent such Series 2013 Bonds referenced in such notice and, if the principal amount referenced in said notice is less than the principal amount of the Bonds so surrendered, the Paying Agent shall authenticate and deliver to DTC, in exchange for the Series 2013 Bonds so surrendered, a new Series 2013 Bond or Series 2013 Bonds, in Authorized Denominations and in a principal amount equal to the difference between (i) the principal amount of the Series 2013 Bonds so surrendered and (ii) the principal amount referenced in said notice.

(g) Notwithstanding any provision herein to the contrary, the City and the Paying Agent may agree to allow DTC, or its nominee, Cede & Co., to make a notation on any Series 2013 Bond redeemed or defeased in part to reflect, for informational purposes only, the principal amount and date of any such redemption or defeasance.

(h) Notwithstanding any provision herein to the contrary, so long as any Series 2013 Bonds are subject to a system of book-entry transfers pursuant to this Section 3.01, any requirement for the delivery of Series 2013 Bonds to the Paying Agent in connection with a tender pursuant to Section 5.01 shall be deemed satisfied upon the transfer, on the registration books of DTC, of the beneficial ownership interests in such Series 2013 Bonds tendered for purchase to the account of the Paying Agent, or a Participant acting on behalf of or at the direction of such Paying Agent.

Section 3.02 Transfers.

(a) If at any time ownership of any Series 2013 Bonds is no longer maintained in book-entry form, the transfer and exchange of the Series 2013 Bonds shall be governed by the provisions of this Ordinance.

(b) Notwithstanding anything herein to the contrary, during any Index Interest Rate Period, transfer of the Series 2013 Bonds shall be subject to the terms, conditions and limitations set forth in the applicable Continuing Covenant Agreement.

Section 3.03 Bond Register. The Paying Agent, as agent of the Fiscal Agent with respect to the Series 2013 Bonds, shall keep or cause to be kept at its Corporate Trust Office sufficient books for the registration of, and registration of transfer of, the Series 2013 Bonds, which books shall at all times during regular business hours be open to inspection by the City. Upon presentation for registration of transfer, the Paying Agent shall, as provided in this Ordinance and under such reasonable regulations as it may prescribe subject to the provisions of this Ordinance and hereof, register or register the transfer of the Series 2013 Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books.

ARTICLE IV
REDEMPTION OF SERIES 2013 BONDS

Section 4.01 Redemption Provisions. The Series 2013 Bonds are subject to redemption as provided below; provided, however, such redemption provisions may be amended on any date on which the Series 2013 Bonds are subject to mandatory tender for purchase or upon any date determined by the City upon receipt of a Favorable Opinion of Bond Counsel and the written consent of the Owners of a majority in aggregate amount of the Series 2013 Bonds or with the written consent of the Credit Provider.

(a) Optional Redemption of Series 2013 Bonds in the Daily Mode, the Weekly Mode or the Short-Term Mode. Any Series 2013 Bonds in the Daily Mode, the Weekly Mode or the Short-Term Mode are subject to optional redemption at the option of the City, in whole or in part, in Authorized Denominations, on any Interest Payment Date at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, to such Redemption Date, without premium.

(b) Optional Redemption of Series 2013 Bonds in the LIBOR Index Mode or the SIFMA Index Mode. Any Series 2013 Bonds in the LIBOR Index Mode or the SIFMA Index Mode are subject to optional redemption by the City, in whole or in part, in Authorized Denominations, on any LIBOR Index Reset Date or SIFMA Index Reset Date at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, to such Redemption Date, without premium, subject to any limitations set forth in the Continuing Covenant Agreement.

(c) Optional Redemption of Series 2013 Bonds Bearing the Fixed Interest Rate or in the Long Mode. Any Series 2013 Bonds bearing the Fixed Interest Rate or in the Long Mode are subject to optional redemption at the option of the City, in whole on any date or in part on any Business Day, during the periods specified below, and, in addition, with respect to

the Series 2013 Bonds in the Long Mode, on the Business Day next succeeding the last day of the Long Period, at the redemption prices (expressed as a percentage of principal amount) hereinafter indicated, plus accrued interest, if any, to the Redemption Date:

Length of Period Since Conversion	Redemption Prices
Greater than 10 years	After 7 years at 100%
Less than or equal to 10 years and greater than 7 years	After 5 years at 100%
Less than or equal to 7 years and greater than 4 years	After 3 years at 100%
Less than or equal to 4 years	After 2 years at 100%

(d) Optional and Mandatory Redemption of Provider Bonds. Provider Bonds shall be subject to optional redemption by the City, in whole or in part at any time, and from time to time, at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, at the Provider Bond Rate to such Redemption Date. Notwithstanding anything to the contrary in this Ordinance, Provider Bonds shall be subject to mandatory redemption as provided in the applicable Credit Facility.

(e) Mandatory Redemption of Unremarketed Bonds. Series 2013 Bonds which constitute Unremarketed Bonds shall be subject to mandatory redemption in the amounts, on the dates and in the manner set forth in the related Continuing Covenant Agreement as set forth in Section 5.01(f) hereof.

(f) Mandatory Sinking Account Redemption of Series 2013 Bonds. The Series 2013 Bonds shall be subject to call and redemption prior to maturity, commencing on the date set forth in the Officer's Certificate and on each June 1 thereafter, at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, to the Redemption Date, from mandatory sinking account payments which have been deposited in the Debt Service Fund, in the principal amounts set forth in the Officer's Certificate.

Mandatory sinking account payments for the Series 2013 Bonds shall be reduced to the extent the City has purchased such Series 2013 Bonds and surrendered such Series 2013 Bonds to the Paying Agent for cancellation. If Series 2013 Bonds have been redeemed as provided in Section 4.01(a), (b) other than during the Initial Period, (c) or (d) above, then the amount of the Series 2013 Bonds so redeemed shall be credited to such future mandatory sinking account payments as may be specified by the Chief Financial Officer of the City. If Series 2013 Bonds have been redeemed as provided in Section 4.01(b) above during the Initial Period, then the amount of the Series 2013 Bonds so redeemed shall be credited to such future mandatory sinking account payments as may be specified by the Chief Financial Officer of the City with the written consent of the Purchaser. A reduction of mandatory sinking account payments in any twelve-month period ending June 1 will reduce the principal amount of Series 2013 Bonds subject to mandatory sinking account redemption on that June 1.

Section 4.02 Selection for Redemption. In the case of redemption in part, Provider Bonds shall be selected for redemption by the Paying Agent prior to selecting any

other Series 2013 Bonds, and thereafter, the Paying Agent shall select the Series 2013 Bonds to be redeemed by lot.

When any of the Series 2013 Bonds are to be redeemed at the option of the City as set forth in Section 4.01(a) through 4.01(d) above, the Paying Agent shall have first received a written notice of an Authorized City Representative of the exercise of such option (A) with respect to Series 2013 Bonds during an Index Interest Rate Period, at least sixty (60) days but not more than ninety (90) days prior to the proposed Redemption Date, and (B) with respect to Series 2013 Bonds during any other Interest Rate Period, at least thirty (30) days but not more than sixty (60) days prior to the proposed Redemption Date. Such request shall state the proposed Redemption Date and the aggregate principal amount of the Series 2013 Bonds to be redeemed and the maturity from which each redemption shall be made. Such request shall state whether such redemption shall be conditioned on a deposit of sufficient funds or if sufficient moneys will be on deposit prior to sending the notice of redemption as provided in Section 4.03 hereof.

When any of the Series 2013 Bonds are subject to mandatory redemption as set forth in Section 4.01(e), the Paying Agent shall proceed to select for redemption (by lot or in such other manner as the Paying Agent may determine) from all Outstanding Unremarketed Bonds.

Not more than sixty days nor less than thirty days prior to the sinking account payment dates for the Series 2013 Bonds pursuant to Section 4.01(f), the Paying Agent shall proceed to select for redemption (by lot or in such other manner as the Paying Agent may determine) from all Outstanding Series 2013 Bonds, a principal amount of the Series 2013 Bonds equal to the aggregate principal amount of the Series 2013 Bonds redeemable with the required sinking account payments, and shall call such Series 2013 Bonds or portions thereof for redemption from the sinking account on the next principal payment date, and give notice of such redemption as provided in Section 4.03 of this Ordinance.

Section 4.03 Notice of Redemption. Unless waived by any owner of Series 2013 Bonds to be redeemed for purchase, notice of redemption of any Series 2013 Bonds shall be given by the Paying Agent by Mail (A) with respect to Series 2013 Bonds during an Index Interest Rate Period, not less than sixty (60) nor more than ninety (90) days prior to the Redemption Date, and (B) with respect to Series 2013 Bonds during any other Interest Rate Period, not less than thirty (30) nor more than sixty (60) days prior to the Redemption Date to (i) the respective Owners of such Series 2013 Bonds designated for redemption at their addresses appearing on the register maintained pursuant to Section 3.03 hereof, (ii) the applicable Remarketing Agent, (iii) the applicable Credit Provider, (iv) the Fiscal Agent, (v) the Purchaser, if any, and (vi) one or more Information Services. Notice of redemption of any Series 2013 Bonds shall also be given by telecopy, certified, registered or overnight mail to the Securities Depository upon mailing of notice of redemption to the Owners and the Information Services. Each notice of redemption shall state the date of such notice, the Redemption Date, the Redemption Price, the place or places of redemption (including the name and appropriate address or addresses of the Paying Agent), the CUSIP number, if any, of the maturity and, if less than all of such maturity, the distinctive certificate numbers of the Series 2013 Bonds of such maturity to be redeemed and, in the case of any Series 2013 Bonds to be redeemed in part

only, the respective portion of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable with respect to each of said Series 2013 Bonds the Redemption Price thereof or of said specified portion of the principal amount thereof in the case of a Series 2013 Bond to be redeemed in part only, and that from and after such Redemption Date, the related interest due with respect thereto shall cease to accrue, and shall require that such Series 2013 Bonds be then surrendered at the address or addresses of the Paying Agent specified in the redemption notice. Notice of any redemption shall either (i) state that the proposed redemption is conditioned on there being on deposit in the applicable fund or account on the redemption date sufficient money to pay the full redemption price of the Series 2013 Bonds to be redeemed, or (ii) be sent only if sufficient money to pay the full redemption price of the Series 2013 Bonds to be redeemed is on deposit in the applicable fund or account. All such amounts shall be held uninvested or shall be invested in Federal Securities which mature on or prior to such Redemption Date.

Notice of redemption of any Series 2013 Bonds shall be given by the Paying Agent, at the expense of the City, for and on behalf of the City.

Failure by the Paying Agent to give notice pursuant to this Section 4.03 to the applicable Remarketing Agent, the applicable Credit Provider, the Owners of Series 2013 Bonds designated for redemption or any one or more of the Information Services or Securities Depository or any defect in such notice shall not affect the sufficiency of the proceedings for redemption.

Notwithstanding the foregoing provisions, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Series 2013 Bonds called for redemption in the same manner as the original redemption notice was sent.

Section 4.04 Partial Redemption. Upon surrender of any Series 2013 Bond to be redeemed in part only, the Paying Agent shall issue to the Owner thereof a new Series 2013 Bond or Bonds representing the unredeemed principal amount of such Series 2013 Bond surrendered.

Section 4.05 Effect of Redemption. If notice of redemption has been duly given as aforesaid and funds for the payment of the Redemption Price of the Series 2013 Bonds to be redeemed are held by the Paying Agent on the designated Redemption Date, then on the Redemption Date designated in such notice, the Redemption Price of the Series 2013 Bonds so called for redemption shall become payable as specified in such notice; and from and after the date so designated interest due with respect to the Series 2013 Bonds or portions thereof so called for redemption shall cease to accrue, such Series 2013 Bonds shall cease to be entitled to any benefit, protection or security hereunder and the Owners of such Series 2013 Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price. The Paying Agent shall, upon surrender for payment of any of the Series 2013 Bonds to be redeemed on their respective Redemption Dates, pay such Series 2013 Bonds at the Redemption Price. If said moneys shall not be available on the Redemption Date, such Series 2013 Bonds

shall continue to bear interest until paid at the same rate they would have borne had they not been called for redemption. Notwithstanding the foregoing, any Provider Bonds shall remain Outstanding until the applicable Credit Provider is paid all amounts due under such Provider Bonds or portions thereof to be redeemed on their respective Redemption Dates. Concurrently with payment to the applicable Credit Provider of all amounts due on Provider Bonds, the applicable Credit Provider shall surrender such Provider Bonds to the Paying Agent for cancellation.

Series 2013 Bonds redeemed in whole or in part pursuant to the provisions of this Article shall be cancelled by the Paying Agent and shall be destroyed and a certificate of destruction furnished to the City and shall not be reissued.

ARTICLE V
TENDER AND PURCHASE OF SERIES 2013 BONDS

Section 5.01 Purchase of Series 2013 Bonds.

(a) During Daily Rate Period. During any Daily Rate Period, any Series 2013 Bond (other than a Provider Bond) shall be purchased from its holder at the option of the holder on any Business Day that the applicable Credit Facility is in effect at a purchase price equal to the principal amount thereof plus accrued interest, if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Accrual Date, in which case at a purchase price equal to the principal amount thereof, payable in immediately available funds, upon delivery to the Paying Agent at its Corporate Trust Office and to the applicable Remarketing Agent by no later than 11:00 a.m., New York City time, on such Business Day, of an irrevocable written notice (or a telephonic notice confirmed by a written notice) which states the principal amount of such Series 2013 Bond and acknowledges that the Series 2013 Bond will be purchased on such date. Provider Bonds may not be tendered for purchase at the option of the holder thereof. The Paying Agent shall send a copy of any notice delivered to it pursuant to this Section 5.01(a) by telecopy or electronic mail to the applicable Remarketing Agent and the applicable Credit Provider no later than 11:30 a.m. New York City time, on the same Business Day.

(b) During Weekly Rate Period or Short-Term Rate Period. During any Weekly Rate Period or Short-Term Rate Period, any Series 2013 Bond (other than a Provider Bond) shall be purchased from its holder at the option of the holder on any Business Day that the applicable Credit Facility is in effect at a purchase price equal to the principal amount thereof plus accrued interest, if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Accrual Date, in which case at a purchase price equal to the principal amount thereof, payable in immediately available funds, upon delivery to the Paying Agent at its Corporate Trust Office of an irrevocable written notice which states the principal amount of such Series 2013 Bond and the date on which the same shall be purchased, which date shall be a Business Day not prior to the seventh day next succeeding the date of the delivery of such notice to the Paying Agent. Any notice delivered to the Paying Agent after 4:00 p.m., New York City time, shall be deemed to have been received on the next succeeding

Business Day. Provider Bonds may not be tendered for purchase at the option of the holder thereof. The Paying Agent shall send a copy of any notice delivered to it pursuant to this Section 5.01(b) by telecopy or electronic mail to the applicable Remarketing Agent and the applicable Credit Provider on the next Business Day immediately following the date of receipt of said notice, but in all events no later than 10:00 a.m. New York City time, on the Business Day on which such Series 2013 Bond is to be purchased pursuant to this Section 5.01(b).

(c) Mandatory Tender for Purchase on First Day of Each New Interest Rate Period, the Day Next Succeeding the Last Day of Each Bond Interest Term and the Fixed Rate Date.

(i) The Series 2013 Bonds shall be subject to mandatory tender for purchase on the first day of each new Interest Rate Period for such Series (other than an adjustment from a Weekly Rate to a Daily Rate or a Daily Rate to a Weekly Rate), or on the day which would have been the first day of a new Interest Rate Period had one of the events specified in Sections 2.02(a)(i)(D)(2) or 2.02(f) not occurred which resulted in the interest rate on the Series 2013 Bonds not being adjusted, and on the Fixed Rate Date, at a purchase price, payable in immediately available funds, equal to the principal amount of and accrued interest on the Series 2013 Bonds to the date of tender.

(ii) On the day next succeeding the last day of each Bond Interest Term for a Series 2013 Bond unless such day is the maturity date or the first day of a new Interest Rate Period (in which event such Series 2013 Bond shall be subject to mandatory purchase pursuant to Section 5.01(c)(i)), such Series 2013 Bond shall be purchased from its Owner at a purchase price equal to the principal amount thereof payable in immediately available funds.

The purchase price of any Series 2013 Bond so purchased shall be payable only upon surrender of such Series 2013 Bond to the Paying Agent at its Corporate Trust Office for delivery of Series 2013 Bonds accompanied, when such Series 2013 Bonds are not in a book-entry system, by an instrument of transfer thereof, in form satisfactory to the Paying Agent, executed in blank by the Owners thereof or his duly authorized attorney, with such signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange.

(d) Mandatory Tender for Purchase upon Termination, Expiration or Replacement of a Credit Facility. Each Series 2013 Bond that are subject to purchase under a Credit Facility shall be subject to mandatory tender for purchase and shall be purchased or deemed purchased as provided herein (i) on the fifth (5^{th}) day prior to the scheduled expiration or termination of such Credit Facility, (ii) on the date such Credit Facility is replaced with an Alternate Credit Facility and (iii) on the date set forth in a notice from the applicable Credit Provider to the Paying Agent (which date shall be not less than 5 days after receipt of such notice by the Paying Agent) that an "Event of Default" has occurred under the applicable Credit Facility and directing the Paying Agent to cause a mandatory tender for purchase of such Series 2013 Bonds on a date no later than the Business Day preceding the expiration of the Credit Facility caused by such Event of Default.

(e) Mandatory Tender for Purchase Upon Conversion to Fixed Interest Rate. The Series 2013 Bonds shall be subject to mandatory tender for purchase on the Fixed Rate Date for the Series 2013 Bonds at a purchase price, payable in immediately available funds, equal to the principal amount of and interest accrued to such tender date on the Series 2013 Bonds.

(f) Mandatory Tender for Purchase on Special Purchase Dates.

(i) During any Index Interest Rate Period (including any period when Unremarketed Bonds are outstanding), the Series 2013 Bonds shall be subject to mandatory tender for purchase on each Special Purchase Date.

(ii) Notwithstanding anything to the contrary in this Ordinance, in the event the Series 2013 Bonds are not purchased or remarketed on a Special Purchase Date but all conditions precedent to the Amortization Period set forth in the Continuing Covenant Agreement are satisfied ("Amortization Requirements"), then the Series 2013 Bonds shall be payable on the following terms: (i) the Series 2013 Bonds shall bear interest at the Purchaser Rate (subject to Sections 2.02(a)(i)(E)(4), 2.02(a)(i)(E)(5) and 2.02(a)(i)(E)(6) hereof), (ii) interest shall be payable on each Amortization Interest Payment Date, and (iii) the Principal Amount shall be payable at the times and in the amounts set forth in the Continuing Covenant Agreement for such Amortization Period.

(g) Notice of Mandatory Tender for Purchase. In connection with any mandatory tender for purchase of Series 2013 Bonds in accordance with Sections 5.01(c)(i) or 5.01(d), the Paying Agent shall give notice of a mandatory tender for purchase as a part of the notice given (i) pursuant to Sections 2.02(a)(i)(A)(3), 2.02(a)(i)(B)(3), 2.02(a)(i)(C)(3), 2.02(a)(i)(D)(3), 2.02(a)(i)(E)(10) or 2.05 in the case of a mandatory tender pursuant to Section 5.01(c)(i), and (ii) pursuant to Section 8.04 in the case of a mandatory tender pursuant to Section 5.01(d). Such notice shall state (A) in the case of a mandatory tender for purchase pursuant to Section 5.01(c)(i) hereof, the type of Interest Rate Period to commence on such Mandatory Purchase Date, as applicable; (B) that the purchase price of any Series 2013 Bond so subject to mandatory purchase shall be payable only upon surrender of such Series 2013 Bond to the Paying Agent at its Corporate Trust Office for delivery of such Series 2013 Bonds, accompanied by an instrument of transfer thereof, in form satisfactory to the Paying Agent, executed in blank by the holder thereof or his duly authorized attorney-in-fact, with such signature guaranteed by an eligible guarantor institution; (C) that, provided that moneys sufficient to effect such purchase have been provided through the remarketing of such Series 2013 Bonds by the applicable Remarketing Agent or through the applicable Credit Facility, all Series 2013 Bonds so subject to mandatory tender for purchase shall be purchased on the Mandatory Purchase Date, and that if any Owner of a Series 2013 Bond subject to mandatory tender for purchase shall not surrender such Series 2013 Bond to the Paying Agent for purchase on such Mandatory Purchase Date, and moneys sufficient to pay the purchase price thereof are on deposit with the Paying Agent, then such Series 2013 Bond shall be deemed to be an "Undelivered Bond," and that no interest shall accrue thereon on and after such Mandatory Purchase Date and that the holder thereof shall have no rights under this Ordinance, other than to receive payment of the purchase price thereof; and (E) if moneys sufficient to pay the purchase price of such Series 2013 Bonds have not been provided to the Paying Agent either through the

remarketing of such Series 2013 Bonds or from the Credit Facility, that such Series 2013 Bonds shall not be purchased or deemed purchased and shall continue to bear interest as if such failed purchase shall not have occurred. The City shall provide the Paying Agent with a form of any such notice.

In connection with any mandatory tender for purchase of any Series 2013 Bonds in accordance with Section 5.01(e), the Paying Agent shall give the notice as provided in Section 2.05.

In connection with any mandatory tender for purchase of any Series 2013 Bonds in accordance with Section 5.01(c)(ii), no notice shall be required.

For payment of the purchase price of any Series 2013 Bond required to be purchased pursuant to this Section 5.01 on the date specified, such Series 2013 Bond must be delivered, at or prior to 12:00 noon (or 11:00 a.m. in the case of any Series 2013 Bond in a Daily Rate Period), New York City time, on the purchase date, to the Paying Agent at its Corporate Trust Office for delivery of Series 2013 Bonds accompanied by an instrument of transfer thereof, in form satisfactory to the Paying Agent, executed in blank by the holder thereof or his duly authorized attorney-in-fact, with such signature guaranteed by an eligible guarantor institution. If any such Series 2013 Bond is delivered after 12:00 noon (or 11:00 a.m. in the case of any Series 2013 Bond in a Daily Rate Period), New York City time, on the purchase date, payment of the purchase price of such Series 2013 Bond need not be made until the Business Day following the date of delivery of such Series 2013 Bond but such Series 2013 Bond shall nonetheless be deemed to have been purchased on the date specified in such notice and no interest shall accrue thereon from and after such date.

(h) Notice of Owner's Election to Tender Series 2013 Bonds Deemed to be Irrevocable; Undelivered Bonds.

(i) The giving of notice by an Owner of a Series 2013 Bond as provided in Section 5.01(a) or 5.01(b) shall constitute the irrevocable tender for purchase of each such Series 2013 Bond with respect to which such notice shall have been given, regardless of whether such Series 2013 Bond is delivered to the Paying Agent for purchase on the relevant purchase date as provided in Section 5.01, provided that moneys sufficient to pay the purchase price of such Series 2013 Bonds are on deposit with the Paying Agent for such purpose.

(ii) The Paying Agent may refuse to accept delivery of any Series 2013 Bonds for which a proper instrument of transfer has not been provided; such refusal, however, shall not affect the validity of the purchase of such Series 2013 Bond as herein described. If any holder of a Series 2013 Bond who shall have given notice of tender of purchase pursuant to Section 5.01(a) or 5.01(b) shall fail to deliver such Series 2013 Bond to the Paying Agent at the place and on the applicable date and at the time specified, or shall fail to deliver such Series 2013 Bond, properly endorsed, and moneys sufficient to pay the purchase price thereof are on deposit with the Paying Agent for such purpose, such Series 2013 Bond shall constitute an Undelivered Bond. If funds in the amount of the purchase

price of the Undelivered Bonds (including the Undelivered Bonds referred to in Section 5.01(g)) are available for payment to the holder thereof on the date and at the time specified, from and after the date and time of that required delivery, (1) each Undelivered Bond shall be deemed to be purchased and shall no longer be deemed to be Outstanding under this Ordinance; (2) interest shall no longer accrue thereon; and (3) funds in the amount of the purchase price of each such Undelivered Bond shall be held by the Paying Agent for the benefit of the holder thereof (provided that the holder shall have no right to any investment proceeds derived from such funds), to be paid on delivery (and proper endorsement) of such Undelivered Bond to the Paying Agent at its Corporate Trust Office for delivery of Series 2013 Bonds. Any funds held by the Paying Agent as described in clause (3) of the preceding sentence shall be held uninvested and not commingled.

ARTICLE VI
REMARKETING AGENTS; PAYING AGENT; PURCHASE AND REMARKETING OF SERIES 2013 BONDS

Section 6.01 Remarketing Agents and Paying Agent for Series 2013 Bonds.

(a) Prior to any adjustment of the interest rate on the Series 2013 Bonds to an Adjustable Interest Rate other than a subsequent Index Interest Rate, the City shall appoint a Remarketing Agent for the Series 2013 Bonds from among the firms in the City's approved underwriting pool, subject to the conditions set forth in Section 6.02 hereof. Each Remarketing Agent shall perform its duties and obligations as provided in the applicable Remarketing Agreement between said Remarketing Agent and the City. The City shall appoint any successor Remarketing Agent for the Series 2013 Bonds subject to the conditions set forth in Section 6.02 hereof and the terms of the applicable Credit Facility. Each successor Remarketing Agent shall designate its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the City and the applicable Credit Provider under which such Remarketing Agent will agree, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City and the applicable Credit Provider at all reasonable times. The Remarketing Agents and the Remarketing Agreements shall be acceptable to the applicable Credit Provider, as required by this Ordinance.

(b) The initial Paying Agent for the Series 2013 Bonds shall be The Bank of New York Mellon Trust Company, N.A. The City shall appoint any successor Paying Agent for the Series 2013 Bonds in accordance with Section 7.02 and Section 7.03 hereof. Each successor Paying Agent shall designate its Corporate Trust Office(s) for delivery of notices and delivery of the Series 2013 Bonds, and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Fiscal Agent, the City, the Credit Providers and the Remarketing Agents. The Paying Agent shall establish accounts and subaccounts at the time they are needed as follows:

(i) hold all Series 2013 Bonds delivered to it pursuant to Section 5.01 hereof, as agent and bailee of, and in escrow for the benefit of, the respective

Owners which shall have so delivered such Series 2013 Bonds until moneys representing the purchase price of such Series 2013 Bonds shall have been delivered to or for the account of or to the order of such Owners;

(ii) establish and maintain a separate segregated trust fund designated as the "Debt Service Fund" with respect to the Series 2013 Bonds, and within such Debt Service Fund to establish and maintain a Letter of Credit Account (which shall be an Eligible Account), to be administered in accordance herewith;

(iii) establish and maintain a separate segregated trust fund, which shall be an Eligible Account, designated as the "Purchase Fund" containing a Remarketing Proceeds Account (the "Remarketing Proceeds Account") and a Purchase Account (the "Purchase Account") with respect to the Series 2013 Bonds until such time as it has been discharged from its duties as Paying Agent hereunder;

(iv) hold all moneys (without investment or commingling thereof) delivered to it hereunder in the Purchase Fund for the purchase of Series 2013 Bonds pursuant to Section 5.01 hereof, as agent and bailee of, and in escrow for the benefit of, the person or entity which shall have so delivered such moneys until the Series 2013 Bonds purchased with such moneys shall have been delivered to or for the account of such person or entity;

(v) hold all moneys delivered to it by the applicable Credit Provider for the purchase of Series 2013 Bonds pursuant to Section 5.01 hereof, as agent and bailee of, and in escrow for the benefit of, the Owners or former Owners who shall deliver Series 2013 Bonds to it for purchase until the Series 2013 Bonds purchased with such moneys shall have been delivered to or for the account of the applicable Credit Provider; provided, however, that if the Series 2013 Bonds shall at any time become due and payable, the Paying Agent shall cause such moneys (other than moneys held pursuant to Section 6.03(c)(ii)) to be returned to the applicable Credit Provider;

(vi) establish and maintain a separate segregated trust fund designated as the "Redemption Fund" to hold and invest moneys for the redemption of the Series 2013 Bonds pursuant to Section 4.01 hereof until such time as it has been discharged from its duties as Paying Agent hereunder;

(vii) establish and maintain such additional funds and accounts as may be necessary in its judgment to carry out its duties and responsibilities under this Ordinance;

(viii) hold all Series 2013 Bonds registered in the name of the new Owners thereof for delivery to the Remarketing Agents;

(ix) keep such books and records as shall be consistent with prudent corporate trust industry practice and to make such books and records available for

inspection by the City, the Fiscal Agent, the Credit Providers and the Remarketing Agents at all reasonable times;

(x) when the Series 2013 Bonds are in an Interest Mode other than the LIBOR Index Mode and the SIFMA Index Mode, calculate on the 5th day (or if such day is not a Business Day then on the immediately preceding Business Day) prior to each Interest Payment Date the principal of and interest on the Series 2013 Bonds that the City will be required to pay on the next Interest Payment Date to the Holders or to a Credit Facility Provider as reimbursement of the payment of such amount, and provide to the City an invoice setting forth such amounts net of amounts already on deposit in the Debt Service Fund; provided, in the event the variable rates set forth for any Series 2013 Bonds have not yet been determined for any period prior to the next Interest Payment Date, the Paying Agent for purposes of such calculation with respect to any Series 2013 Bonds shall assume an interest rate equal to the interest rate for such Series 2013 Bonds last determined pursuant to this Ordinance plus 2.00%;

(xi) when the Series 2013 Bonds are in an Interest Mode other than the LIBOR Index Mode and the SIFMA Index Mode, calculate not later than 12:00 noon (New York time) on the day (or if such day is not a Business Day then on the immediately preceding Business Day) immediately preceding each Interest Payment Date the principal of and interest on the Series 2013 Bonds that the City will be required to pay on the next Interest Payment Date to the Holders or to a Credit Facility Provider as reimbursement of the payment of such amount, and if any additional amount is required to bring the amount on deposit in the Debt Service Fund to such payment amount, the Paying Agent shall provide to the City telephonic notification (promptly confirmed in writing) indicating such additional amount;

(xii) perform such functions required of the Paying Agent and set forth in Article IX hereof.

The City shall cooperate with the Paying Agent to cause the necessary arrangements to be made and to be thereafter continued to enable the Paying Agent to perform its duties and obligations described above. The Paying Agent may establish such accounts or subaccounts hereunder as the Paying Agent may deem appropriate. The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Ordinance.

Section 6.02 Qualifications of Remarketing Agents; Resignation; Removal. Each Remarketing Agent shall be a member of the National Association of Securities Dealers or a national banking association, and with its parent company have a combined capital stock, surplus and undivided profits of at least $500,000 and authorized by law to perform all the duties imposed upon it by this Ordinance. Each Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving notice to the City, the Fiscal Agent, the Paying Agent and the applicable Credit Provider. Such resignation shall take effect on the 60th day after the receipt by the City of the notice of resignation. Each

Remarketing Agent may be removed at any time by the City and each Remarketing Agent shall be removed at any time by the City if such Remarketing Agent is in default under the applicable Remarketing Agreement, by written notice given by the City and delivered to the applicable Remarketing Agent, the Fiscal Agent, the Paying Agent and the applicable Credit Provider.

Section 6.03 Notice of Series 2013 Bonds Delivered for Purchase; Purchase of Series 2013 Bonds.

(a) The Paying Agent shall determine timely and proper delivery of Series 2013 Bonds, pursuant to this Ordinance and the proper endorsement of such Series 2013 Bonds. Such determination shall be binding on the Owners of such Series 2013 Bonds, the City, the applicable Remarketing Agents, the Credit Provider and the Fiscal Agent, absent manifest error. The Paying Agent shall give notice by telephone, telecopy or telex promptly confirmed by a written notice, to the Fiscal Agent, the applicable Remarketing Agent, the applicable Credit Provider and the City specifying the principal amount of Series 2013 Bonds, if any, as to which it shall receive notice of tender for purchase in accordance with Section 5.01(a) and 5.01(b). The Chief Financial Officer is authorized to appoint a tender agent for the Series 2013 Bonds when and as requested by the Paying Agent.

(b) Series 2013 Bonds required to be purchased in accordance with Section 5.01 shall be purchased from the Owners thereof on the date and at the purchase price at which such Series 2013 Bonds are required to be purchased. Funds for the payment of such purchase price shall be derived from the following sources in the order of priority indicated:

(i) proceeds of the sale of such Series 2013 Bonds remarketed to any person (other than the City) pursuant to Section 6.04 and furnished to the Paying Agent by the applicable Remarketing Agent for deposit into the applicable Remarketing Proceeds Account of the Purchase Fund;

(ii) moneys paid to the Paying Agent for deposit into the applicable Purchase Account of the Purchase Fund representing moneys received from the applicable Credit Provider pursuant to the applicable Credit Facility; and

(iii) during any Index Interest Rate Period or with respect to Unremarketed Bonds, the City is obligated to pay the Mandatory Tender Purchase Price and principal amounts and interest thereon.

Other than during any Index Interest Rate Period or with respect to Unremarketed Bonds, the City shall not have any obligation to pay the purchase price of Series 2013 Bonds required to be purchased pursuant to Section 5.01 hereof if the moneys from the sources described in clauses (i) and (ii) above are insufficient to provide for such payment. In the event moneys on deposit with the Paying Agent are insufficient to pay the purchase price of the Series 2013 Bonds to be purchased pursuant to Section 5.01 hereof, the Paying Agent shall determine the Series 2013 Bonds tendered for purchase with respect to which such insufficiency exists by lot from those Series 2013 Bonds tendered for purchase and shall return such Series 2013 Bonds to the Owners thereof together with notice of such insufficiency and the Owners thereof shall

thereafter have the right to again tender such Series 2013 Bonds for purchase to the extent provided by Section 5.01 hereof, and no such insufficiency shall constitute an Event of Default.

(c) (i) The Paying Agent shall authenticate a new Series 2013 Bond or Bonds in an aggregate principal amount equal to the principal amount of the Series 2013 Bonds purchased in accordance with Section 6.03(b) hereof, whether or not the Series 2013 Bonds so purchased are presented by the Owners thereof, bearing a number or numbers not contemporaneously outstanding. Every Series 2013 Bond as authenticated and delivered as provided in this Section shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Series 2013 Bonds, duly issued hereunder. The Paying Agent shall maintain a record of the Series 2013 Bonds purchased as provided in this Section 6.03, together with the names and addresses of the former Owners thereof and shall make the notation required to be made on the Bond Register in the case of any Series 2013 Bonds purchased pursuant to Section 6.03(b)(ii), including the designation of such Series 2013 Bonds as Provider Bonds.

(ii) If any Series 2013 Bonds purchased as provided in this Section 6.03 shall not be presented to the Paying Agent, the Paying Agent shall segregate and hold the moneys for the purchase price of such Series 2013 Bonds in trust for the benefit of the former Owners of such Series 2013 Bonds, who shall, except as provided in the following sentence, thereafter be restricted exclusively to such moneys for the satisfaction of any claim for the purchase price of such Series 2013 Bonds, and such Series 2013 Bonds shall no longer be deemed Outstanding. Any moneys which the Paying Agent shall segregate and hold in trust for the payment of the purchase price of any Series 2013 Bond and remaining unclaimed for two years after the date of purchase shall be paid to the City. After the payment of such unclaimed moneys to the City, the former Owner of such Series 2013 Bond shall look only to the City for the payment thereof, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys.

Section 6.04 Remarketing of Bonds; Notice of Interest Rates.

(a) Upon notice of the tender for purchase of Series 2013 Bonds, the applicable Remarketing Agent shall offer for sale and use its best efforts to sell such Series 2013 Bonds, any such sale to be made on the date of such purchase in accordance with Section 5.01 hereof at the minimum interest rate available in the marketplace at a purchase price of par plus accrued interest thereon; provided, however, that the applicable Remarketing Agent shall not remarket any Series 2013 Bonds unless a Credit Facility is then in effect with respect to such Series 2013 Bonds or unless such Series 2013 Bonds are being remarketed at the Fixed Interest Rate on the Fixed Rate Date. Each of the Remarketing Agents agrees that it shall not sell any Series 2013 Bonds purchased pursuant to Section 5.01 hereof to the City, or to any person who controls, is controlled by, or is under common control with, the City. In addition, the City agrees that it will not tender any Series 2013 Bonds for purchase under a Credit Facility.

(b) The applicable Remarketing Agent shall determine the rate of interest to be borne by the Series 2013 Bonds during each Interest Rate Period for the Series 2013 Bonds (other than for Provider Bonds) and shall furnish to the City, the Paying Agent and the Fiscal Agent on the Business Day of determination each rate of interest so determined by telex,

electronic-mail, telephone or telecopy, promptly confirmed in writing, or shall make such information available to such parties by readily accessible electronic means so long as such recipient shall agree to the receipt of information by such means; provided that during the Daily Mode, the applicable Remarketing Agent may provide each effective Daily Rate relating to each day in a weekly report prepared and provided on the last Business Day of each week to the Notice Parties.

(c) The applicable Remarketing Agent for the Series 2013 Bonds shall give the applicable Credit Provider, the Fiscal Agent and the Paying Agent written or telephonic notice (promptly confirmed by telex or telecopier) not later than 3:30 p.m. (or not later than 11:30 a.m. on the date of purchase in the case of Series 2013 Bonds purchased pursuant to Sections 5.01(a) or not later than 12:00 noon on the date of purchase in the case of Series 2013 Bonds purchased pursuant to 5.01(c)(ii) hereof), New York City time, on the Business Day preceding the day on which the Series 2013 Bonds are to be purchased pursuant to Section 5.01(b), (c)(i), (d) or (e) hereof, specifying the aggregate principal amount of Series 2013 Bonds, if any, sold by it and the amount of sale proceeds on hand, along with a list of such purchasers showing the names and denominations in which such Series 2013 Bonds shall be registered, and the addresses and social security or taxpayer identification numbers of such purchasers.

Section 6.05 Delivery of Series 2013 Bonds.

(a) Series 2013 Bonds purchased with moneys described in clause (i) of Section 6.03(b) hereof shall be made available by the Paying Agent to the applicable Remarketing Agent for delivery to the purchasers thereof against payment therefor.

(b) Series 2013 Bonds purchased with moneys described in clause (ii) of Section 6.03(b) hereof shall be registered in the name of, or as otherwise directed by, the applicable Credit Provider and delivered to or upon the order of, or as otherwise directed by, such Credit Provider (if the system of book-entry is no longer in effect).

(c) Series 2013 Bonds delivered as provided in this Section shall be registered in the manner directed by the recipient thereof.

Section 6.06 Delivery of Proceeds of Sale. The proceeds of the sale by the applicable Remarketing Agent of any Series 2013 Bonds delivered to it by, or held by it for the account of, the Fiscal Agent or the applicable Credit Provider, or delivered to it, shall be turned over to the Paying Agent by 10:45 a.m., New York City time, on the Business Day on which Series 2013 Bonds are to be purchased pursuant to Sections 5.01(a), (b), (c) (d), (e) and (f) hereof.

Section 6.07 Demand for Purchase of Series 2013 Bonds under the Credit Facilities. By 11:00 a.m., New York City time on the purchase date, the Paying Agent is hereby directed to notify the applicable Credit Provider as to the aggregate purchase price of tendered Series 2013 Bonds required to be purchased by such Credit Provider and to make a demand for purchase of such Series 2013 Bonds under the applicable Credit Facility in accordance with the terms of the applicable Credit Facility, such that the Paying Agent will

have amounts sufficient to pay the purchase price plus accrued interest, if any, of the Series 2013 Bonds tendered. Upon the receipt (no later than 2:00 p.m., New York City time on said purchase date) of amounts under the applicable Credit Facility, the Paying Agent shall deposit such purchase price in the applicable Purchase Account of the Purchase Fund. In determining the amount of any such purchase price then due, the Paying Agent shall not take into consideration any purchase price due on any Series 2013 Bonds registered in the name of the City or any affiliate of the City to the extent identified to the Paying Agent and no demand for purchase under the applicable Credit Facility shall be made to pay the purchase price of any Series 2013 Bonds registered in the name of the City or any affiliate of the City to the extent identified to the Paying Agent. By 3:00 p.m., New York City time, the Paying Agent shall purchase the tendered Series 2013 Bonds, and immediately remit to the applicable Credit Provider such funds in the applicable Purchase Account which were not used to purchase the Series 2013 Bonds tendered.

Section 6.08 Notice of Remarketing of Provider Bonds; Election Not to Sell Provider Bonds. The applicable Remarketing Agent shall continue to use its best efforts to remarket Provider Bonds of the Series 2013 Bonds at a price which, together with any moneys to be provided by the City under this Ordinance, will equal the principal amount thereof plus accrued and unpaid interest thereon to such date. The applicable Credit Provider (or any subsequent Owner of a Provider Bond) shall have the right, by written notice or by telephonic notice, promptly confirmed in writing to the applicable Remarketing Agent, the Fiscal Agent and the Paying Agent, to elect not to sell the Provider Bonds or any portion thereof. From and after any sale by the Remarketing Agent and receipt by the Paying Agent on behalf of the applicable Credit Provider (or any subsequent Owner of the Provider Bonds) of the purchase price therefor (including accrued interest to the date of delivery) and notification by the applicable Credit Provider of the reinstatement of the Credit Facility in the principal amount equal to such Provider Bonds and release by the applicable Credit Provider of any applicable Provider Bonds which the Remarketing Agent has remarketed, or any such election not to sell the Provider Bonds, such Series 2013 Bonds shall cease to be Provider Bonds and shall bear interest as provided herein for Series 2013 Bonds other than Provider Bonds.

ARTICLE VII
PAYING AGENT

Section 7.01 Compensation of Paying Agent. Subject to the terms of any compensation agreement, the City shall from time to time, on demand, pay to the Paying Agent reasonable compensation for its services and shall reimburse the Paying Agent for all its advances and expenditures, including but not limited to advances to and reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder; provided that the initial fees of the Paying Agent shall be paid in accordance with the schedule set forth in Exhibit B hereto; provided further that the Paying Agent shall not compensate or reimburse itself from moneys held in Funds and Accounts established pursuant to this Ordinance.

Section 7.02 Removal and Resignation of Paying Agent. The City may, so long as no Event of Default has occurred and is continuing, upon 30 days' notice, or the Owners

of a majority of the Series 2013 Bonds Outstanding may by written request at any time upon 30 days' notice and for any reason, remove the Paying Agent. The Paying Agent or any successor may at any time resign by giving at least 60 days' written notice to the City, the Fiscal Agent, the Credit Providers and the Remarketing Agents, and by giving notice by Mail to the Owners of its intention to resign and of the proposed date of resignation. Upon removal of the Paying Agent by the City or upon receiving notice of resignation of the Paying Agent in accordance with the foregoing, the City shall promptly appoint a successor Paying Agent by an instrument in writing; provided, however, that if the City fails to appoint a successor Paying Agent within 30 days following receipt of a written notice of resignation, the resigning Paying Agent may petition the appropriate court having jurisdiction to appoint a successor paying agent. Such resignation or removal shall take effect on the day a successor Paying Agent shall have been appointed by the City and shall have accepted such appointment.

Upon the effective date of resignation or removal of the Paying Agent, the Paying Agent shall deliver any Series 2013 Bonds, the Credit Facilities and moneys held by it in such capacity to its successor.

Section 7.03 Qualifications of Successor Paying Agent. Any successor shall be a bank or trust company, in good standing duly authorized to exercise trust powers having a combined capital (exclusive of borrowed capital) and surplus of at least $100,000,000 and shall be subject to supervision or examination by a federal or State banking authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus set forth in its most recent report of condition so published. Notwithstanding the foregoing, a bank or trust company which does not have a combined capital and surplus of at least $100,000,000 may become a successor Paying Agent hereunder if its obligations hereunder are guaranteed by an affiliate which meets the qualifications of a successor Paying Agent hereunder and such guaranty is acceptable in form and substance to the City.

Section 7.04 Merger or Consolidation. Any company into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business (provided such company is eligible under Section 7.02 hereof), shall be the successor to the Paying Agent without the execution or filing of any papers or further act, anything herein to the contrary notwithstanding.

Section 7.05 Protection and Rights of the Paying Agent. The Paying Agent shall be protected and shall incur no liability in acting upon or processing in good faith any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Ordinance, and the Paying Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive

evidence of the truth and accuracy of such statements. The Paying Agent may consult with counsel, who may or may not be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith reliance thereon; provided, however, the Paying Agent shall receive the City's prior written consent (which consent shall not be unreasonably withheld) prior to incurring legal fees and expenses estimated in good faith in excess of $2,500.

The Paying Agent shall not be liable for any error in judgment made by a responsible officer of the Paying Agent, unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts. The Paying Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Owners of not less than a majority of the Outstanding Series 2013 Bonds relating to the exercise of any trust or power conferred upon the Paying Agent under this Ordinance.

Whenever in the administration of its duties under this Ordinance the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by a certificate of the City Representative and such certificate shall be full warranty to the Paying Agent for any action taken or suffered under the provisions of this Ordinance in good faith reliance thereon, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

The Paying Agent may become an Owner of Series 2013 Bonds with the same rights it would have if it were not the Paying Agent; may acquire and dispose of Series 2013 Bonds or other evidences of indebtedness of the City and enforce its rights as Owner thereof to the same extent as if it were not the Paying Agent; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Series 2013 Bonds, whether or not such committee shall represent the Owners of a majority of the Series 2013 Bonds Outstanding.

No provision in this Ordinance shall require the Paying Agent to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

In accepting the appointment as Paying Agent hereunder, the Paying Agent acts solely as agent for the City and not in its individual capacity and all persons, including without limitation the Owners and the City having any claim against the Paying Agent arising from this Ordinance shall look only to the funds and accounts held by the Paying Agent hereunder for payment except as otherwise provided herein. The Paying Agent does not assume any obligation or relationship of agency or trust for the Owners, except that all funds held by the Paying Agent for the payment of principal of, or premium, if any, or interest on the Series 2013 Bonds or for the payment of the purchase price for the Series 2013 Bonds shall be held in trust for such Owners as set forth herein and in the Series 2013 Bonds, as applicable. Under no circumstances shall the Paying Agent be liable in its individual capacity for the obligations evidenced by the Series 2013 Bonds.

The Paying Agent shall not be deemed to have knowledge of any Event of Default unless and until the corporate trust department of the Paying Agent shall have actual knowledge thereof. Upon the occurrence of any Event of Default the Paying Agent shall have no duty or obligation to exercise any right, power or remedy hereunder, except as specifically set forth herein, unless it has been first indemnified to its satisfaction from any costs, liabilities or expenses to be incurred thereby; provided, however, indemnification of the Paying Agent shall not be a condition to the obligation of the Paying Agent to take non-discretionary actions, including, without limitation to make demands for payment under any Credit Facility or, to accelerate the Series 2013 Bonds or to make payment of principal or interest on the Series 2013 Bonds, or the payment of the redemption price of any Series 2013 Bond, or of the purchase price of any Series 2013 Bond upon optional or mandatory tender thereof in accordance with this Ordinance.

The recitals contained herein and in the Series 2013 Bonds, except the Paying Agent's certificates of authentication, shall be taken as the recitals of the City, and the Paying Agent assumes no responsibility for the correctness of the same or for the accuracy or completeness of any information set forth or required to be set forth in any offering material, including any Official Statement or other disclosure document, used in connection with the offering for sale or the sale of the Series 2013 Bonds. The Paying Agent shall not be accountable for the use or application by the City or any other person of any funds which the Paying Agent has released under this Ordinance.

The Paying Agent (i) may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents or receivers, (ii) shall be entitled to advice of counsel concerning all matters of trust and concerning its duties hereunder and rely conclusively on such advice, and (iii) the Paying Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Ordinance sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Paying Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Paying Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the City; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions

provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 7.06 Paying Agent to Act as Set Forth Herein. The Paying Agent has the power to receive, to hold and to disburse moneys in accordance with the terms hereof. The Paying Agent has no power to vary, alter or substitute the corpus of any trust created pursuant to this Ordinance at any time, except as specifically authorized herein.

Section 7.07 Indemnification. To the extent permitted by law, the City hereby agrees to indemnify and save the Paying Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages (including the reasonable fees and expenses of counsel) suffered by it as a result thereof, including where and to the extent such claim, suit or action arises out of the actions of any other party to this Ordinance, except to the extent such claims arise from the negligence or bad faith of the Paying Agent. In the event the City is required to indemnify the Paying Agent, as herein provided, the City shall be subrogated to the rights of the Paying Agent to recover such losses or damages from any other person or entity. In the event such claim, suit or action arises from the negligence or willful misconduct of the Paying Agent, the Paying Agent shall reimburse the City for any losses or damages (including reasonable fees and expenses of counsel) incurred by the City in connection with such claims.

ARTICLE VIII
CREDIT FACILITY

Section 8.01 Credit Facilities for the Series 2013 Bonds.

(a) Prior to any adjustment of the interest rate on the Series 2013 Bonds to an Adjustable Interest Rate other than a subsequent Index Interest Rate, the City will cause to be executed and delivered to the Paying Agent a Credit Facility for the Series 2013 Bonds which shall provide for the payment of principal of (including mandatory sinking account payments) and interest on the Series 2013 Bonds, when due and the purchase, in accordance with the terms thereof, of Series 2013 Bonds which are tendered for purchase as provided in Articles V and VI hereof and not remarketed. The Paying Agent is hereby directed to take such actions as may be required under the applicable Credit Facility from time to time in accordance with the terms thereof to purchase Series 2013 Bonds subject to purchase but not remarketed in accordance with such Articles.

(b) The Paying Agent shall, in the Business Day preceding each Interest Payment Date and principal payment date (each, a "Payment Date"), before 4:00 p.m., New York City time, draw on the Credit Facility for the Series 2013 Bonds so as to receive by 1:00 p.m., New York City time on such Payment Date, an amount, in immediately available funds, equal to the amount of interest and principal (including mandatory sinking account payments) due on Series 2013 Bonds on such Payment Date; provided, however, that the Paying Agent shall take into consideration any Series 2013 Bonds that are Provider Bonds or registered in the name of the City or any affiliate of the City to the extent identified to the Paying Agent and no demand for interest under the applicable Credit Facility shall be made to pay the interest of any Series 2013 Bonds that are Provider Bonds or registered in the name of the City or any

affiliate of the City to the extent identified to the Paying Agent. The proceeds of such draws shall be deposited in separate accounts established pursuant to Section 6.01(b)(ii) for Series 2013 Bonds and established for the benefit of the Owners of Series 2013 Bonds; provided that any amounts remaining in such account for Series 2013 Bonds after the payment of interest and principal (including mandatory sinking account payments) shall be used to reimburse the applicable Credit Provider for draws under the applicable Credit Facility.

(c) If at any time all of the Series 2013 Bonds then secured by a Credit Facility shall have been defeased pursuant to the provisions of this Ordinance, the Paying Agent shall surrender the applicable Credit Facility in effect to the applicable Credit Provider in accordance with the terms of such Credit Facility for cancellation promptly after such appropriate date. The Paying Agent shall comply with the procedure set forth in the applicable Credit Facility relating to the termination thereof and is authorized to deliver certificates reducing the amount available for the payment of the purchase price of Series 2013 Bonds under the applicable Credit Facility in accordance with the provisions thereof.

(d) In connection with the replacement, termination or expiration of a Credit Facility requiring mandatory purchase of Series 2013 Bonds as provided in Section 5.01(d) hereof, the Paying Agent is hereby directed to give the notice of mandatory tender for purchase of the Series 2013 Bonds as provided in Section 5.01(g) and Section 8.04 hereof.

Section 8.02 Alternate Credit Facility for the Series 2013 Bonds. The City may provide for the delivery to the Paying Agent of an Alternate Credit Facility which has a term of at least 360 days. Any Alternate Credit Facility delivered to the Paying Agent pursuant to this Section 8.02 shall contain administrative provisions reasonably acceptable to the Paying Agent the applicable Remarketing Agent. If at any time there shall be delivered to the Paying Agent:

(i) an Alternate Credit Facility covering the Series 2013 Bonds;

(ii) a Favorable Opinion of Bond Counsel;

(iii) an opinion of counsel satisfactory to the applicable Remarketing Agent to the effect that such Alternate Credit Facility is a valid and enforceable obligation of the issuer or provider thereof; and

(iv) an opinion of Bond Counsel addressed to the Paying Agent and the applicable Remarketing Agent that no registration of the Series 2013 Bonds or such Alternate Credit Facility is required under the Securities Act of 1933, as amended (the "1933 Act"), and no qualification of this Ordinance under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), is required in connection with the delivery of such Alternate Credit Facility

and there shall have been delivered by the Paying Agent the notices required under Section 5.01(g) and 8.04 hereof, then the Paying Agent shall accept such Alternate Credit Facility and, after any draws on the Credit Facility being replaced (including draws pursuant to Section 5.01(d)(ii)) that are required to be honored thereunder are honored, shall promptly

thereafter surrender the applicable Credit Facility then in effect to the applicable Credit Provider for cancellation in accordance with its terms.

In lieu of the opinion of Bond Counsel required by the foregoing paragraph (iv), there may be delivered an opinion of counsel reasonably satisfactory to the City to the effect that either (a) at all times during the term of the Alternate Credit Facility, the Series 2013 Bonds will be offered, sold and held by Owners in transactions not constituting a public offering of the Series 2013 Bonds or the Alternate Credit Facility under the 1933 Act and accordingly neither the registration of the Series 2013 Bonds under the 1933 Act nor the qualification of an indenture in respect thereof under the Trust Indenture Act will be required in connection with the execution and delivery of the Alternate Credit Facility or the remarketing of the Series 2013 Bonds with the benefits thereof, or (b) the obligation of the applicable Credit Provider under the Alternate Credit Facility has been registered under the 1933 Act, and any indenture required to be qualified with respect thereto under the Trust Indenture Act has been so qualified, and accordingly neither the registration of the Series 2013 Bonds under the 1933 Act nor the qualification of an indenture in respect thereof under the Trust Indenture Act will be required in connection with the issuance of such Alternate Credit Facility or the remarketing of the Series 2013 Bonds with the benefits thereof.

Section 8.03 Rights and Duties under Credit Facility. The Paying Agent is hereby instructed, without further direction, to execute any Credit Facilities upon their delivery and make demand for the payment of the principal of, interest on, and the purchase 2013 Bonds under the applicable Credit Facility in accordance with the terms thereof at such times, in the manner and for the purposes set forth in this Ordinance and the applicable Credit Facility. The City agrees that the Paying Agent in its name or in the name of the City may enforce all rights of the Paying Agent and of the City and all obligations of the Credit Providers under and pursuant to the Credit Facilities, for the benefit of the Owners.

Section 8.04 Notice of Mandatory Tender Upon Termination, Expiration or Replacement of the Credit Facilities or At the Direction of the Credit Providers. The Paying Agent shall give notice by Mail to the Owners of the Series 2013 Bonds then payable from the applicable Credit Facility (a) on or before the 30th day preceding the date such Series 2013 Bonds are subject to mandatory tender for purchase pursuant to Section 5.01(d)(i) resulting from the scheduled termination or expiration of such Credit Facility in accordance with its terms, (b) on or before the 30th day preceding the replacement of such Credit Facility, or (c) as soon as practicable upon receipt by the Paying Agent of a notice from the applicable Credit Provider described in clause (iii) or (iv) of Section 5.01(d) that an "Event of Default" has occurred under such Credit Facility. Any such notice shall, to the extent applicable, (1) describe any replacement, termination or expiration of the applicable Credit Facility, and the effective date thereof, (2) identify the Alternate Credit Facility, if any, to be in effect upon such replacement, termination or expiration and identify the provider of such Alternate Credit Facility, and the date of the proposed provision of the Alternate Credit Facility (if any), (3) state the Mandatory Purchase Date on which the Series 2013 Bonds will be purchased pursuant to Section 5.01(d) hereof, and (4) specify the ratings, if any, to be applicable to the Series 2013 Bonds after such replacement, termination or expiration of the applicable Credit Facility, or state that no ratings have been obtained with respect to such Series 2013 Bonds for the period subsequent to such replacement, termination or expiration of the applicable Credit Facility. The

City shall provide the Paying Agent with written notice of any information required to enable the Paying Agent to give the foregoing notice and shall provide the Paying Agent with the form of such notice; provided, however, that in the event the City shall fail to provide such notice, the Paying Agent shall provide such notice.

Section 8.05 Notice by Paying Agent to Reduce Credit Facility. If the Series 2013 Bonds shall be redeemed in whole or in part, the Paying Agent, at the written direction of the City, shall give notice to the applicable Credit Provider in the manner required by the applicable Credit Facility to reflect such reduction in the principal amount of the Series 2013 Bonds, as a result of such redemption and no notice to the Owners of the Series 2013 Bonds of such reduction, nor any purchase thereof under Sections 5.01(d) or 8.04, shall occur as a result thereof.

ARTICLE IX
USE OF BOND PROCEEDS; ADMINISTRATION AND ACCOUNTING FOR PLEDGED REVENUES

Section 9.01 Disposition of Bond Proceeds; Exercise of Optional Redemption. The proceeds of the Bonds upon the receipt thereof at any time or from time to time, shall be accounted for in the following manner and priority and are hereby pledged therefor:

(a) Bond Fund. First, if not needed for the Cost of the Project, there shall be credited to a separate and special account hereby created and to be known as the "Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013, Pledged Revenues, Interest and Principal Retirement Fund," all moneys, if any, received as accrued interest and premium, if any, on the Bonds from their sale by the City from the date of the Bonds to the date of their delivery to the Purchaser, to apply to the payment of interest on the Bonds as the same becomes due after their delivery, in accordance with Section 9.10 hereof. Such Bond Fund shall be maintained by the City Treasurer separate and apart from all other City funds, including the Income Fund.

(b) Bond Fund for Refunded Bonds. Second, Bond proceeds, together with other available monies, if any, in an amount sufficient to effect the refunding of the Refunded Bonds shall be deposited with the paying agent for the Refunded Bonds to be held in trust for the payment of the Refunded Bonds in the bond fund for the Refunded Bonds created under the ordinance authorizing the issuance of the Refunded Bonds, to establish, together with any other moneys therein (including any monies deposited therein from the debt service fund for the Refunded Bonds), any initial cash balance remaining uninvested, to be used solely for the purpose of paying the Bond Requirements of the Refunded Bonds. The Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem on the redemption date selected by the Chief Financial Officer all of the Refunded Bonds. The Council is hereby obligated so to exercise such option, which option shall be deemed to have been exercised when notice is duly given and completed forthwith after the issuance of the Series 2013 Bonds as herein provided. The Council hereby ratifies the conditional notice of prior redemption and defeasance of the Refunded Bonds sent by the Paying Agent in accordance with the provisions of the ordinance authorizing the issuance of the Refunded Bonds.

(c) Cost of Issuance Account. Third, the balance remaining after the deposit into the bond fund for the Refunded Bonds and Bond Fund as provided above shall be set aside in a special account designated as the "Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013, Cost of Issuance Account" (the "Cost of Issuance Account"), to held by the City and used to pay the incidental costs of the Project. After all incidental expenses have been paid, any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Cost of Issuance Account shall be deposited into the Bond Fund for the respective payment of the principal of or interest on the Bonds as the same become due.

Section 9.02 Prevention of Bond Default. The City Treasurer shall use any Bond proceeds credited to the Cost of Issuance Account without further order or warrant, to pay the Bond Requirements of the Bonds as the same become due whenever and to the extent moneys in the Bond Fund or otherwise available therefor are insufficient for that purpose, unless the Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The City Treasurer shall promptly notify the Chief Financial Officer of any such use. Any moneys so used shall be restored to the Cost of Issuance Account, from the first Pledged Revenues thereafter received and not needed to meet the requirements provided in Sections 9.08 through 9.14 hereof.

Section 9.03 Completion of Project. When any amounts in the Cost of Issuance Account are no longer needed to pay the Cost of the Project, the Chief Financial Officer shall cause to be transferred to the Bond Fund all surplus moneys remaining in the Cost of Issuance Account, if any, except for any moneys designated by the Chief Financial Officer to be retained to pay any unpaid accrued costs or contingent obligations and the sums so transferred shall be applied to the payment of the principal and interest due on the Bonds.

Section 9.04 Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the acquisition of the improvements, or any part thereof, or to the completion of the Project. The Purchaser, any associate thereof, and any subsequent owner of any Bonds shall in no manner be responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

Section 9.05 Lien on Bond Proceeds. Until proceeds of the Bonds are applied as hereinabove provided the Bond proceeds shall be subject to a lien thereon and pledge thereof for the benefit of the owners of the Bonds from time to time as provided in Section 9.01 of this Ordinance.

Section 9.06 Pledge Securing Bonds. Subject only to the right of the City to cause amounts to be withdrawn to pay the Cost of the Project as provided herein, all of the Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any account under this article or under Section 9.01 hereof, excluding, however, all amounts held in the Rebate Fund and in the Purchase Fund, are hereby pledged to secure the payment of the Bond Requirements of the Bonds. This pledge shall be valid and binding from and after the date of the first delivery of any Bonds, and the moneys, as received by the City and hereby pledged, shall

immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act, and the lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City and, except for the Outstanding Prior Bonds and any Outstanding Parity Securities hereafter authorized the liens of which on the Pledged Revenues are on a parity with the lien thereon of the Bonds and any Outstanding Superior Securities hereafter issued the liens of which on the Pledged Revenues are superior to the lien thereon of the Bonds; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 9.07 Income Fund Deposits. So long as any of the Bonds shall be Outstanding, as to any Bond Requirements, the entire Pledged Revenues, upon their receipt from time to time by the City, shall continue to be set aside and credited immediately to a special fund heretofore created and designated as the "City of Las Vegas, Nevada, SCCRT Pledged Revenues Income Fund, Series 1993" (the "Income Fund"). Such Income Fund shall be maintained by the City Treasurer separate and apart from all other City funds, including the Bond Fund.

Section 9.08 Administration of Income Fund. So long as any of the Bonds hereby authorized shall be Outstanding, as to any Bond Requirements, each Fiscal Year the Income Fund shall be administered, and the moneys on deposit therein shall be applied in the following order of priority, all as provided in Sections 9.09 through 9.14 hereof.

Section 9.09 Superior Bond Fund and Bond Fund Payments.

(a) First, from any moneys in the Income Fund, i.e., from the Pledged Revenues, there shall be credited to any bond fund created to pay the principal of, interest on and redemption premiums, if any, due on any Superior Bonds or Superior Securities issued in accordance with the provisions of this Ordinance:

(i) Monthly, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Superior Bonds or Superior Securities, and monthly thereafter, commencing on each interest payment date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Superior Bonds or Superior Securities then outstanding.

(ii) Monthly, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of principal of the Superior Bonds or Superior Securities coming due at maturity, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Superior Bonds or Superior Securities coming due at maturity, or, if any, an amount

sufficient to pay the principal of, interest on and any redemption premiums due on the outstanding Superior Bonds or Superior Securities.

(b) Second, subject to the provisions of Section 9.12 hereof, the following transfers shall be credited to the fund which is hereby created and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, Pledged Revenues, Interest and Principal Retirement Fund" (the "Bond Fund"), to be held by the City Treasurer, concurrently with the payments required for any Outstanding Parity Securities into the bond funds therefor, as required by the Ordinances authorizing those bonds:

(i) Monthly, commencing on the first day of the month following the date of delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each interest payment date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding.

(ii) Monthly, commencing one year before the first principal maturity date of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of principal of the Bonds coming due at maturity, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Bonds coming due at maturity, or pursuant to Section 4.01(d) hereof, if any.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds as the Bond Requirements become due. All amounts in the Bond Fund shall be used and withdrawn by the City solely (i) for the purpose of paying the Bond Requirements of the Bonds as the same becomes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity pursuant to this Ordinance), or (ii) to reimburse the Credit Provider (if any) with respect to drawings under the Credit Facility for such purposes and in such event to transfer such amounts to the Paying Agent for deposit to the Redemption Fund, the Purchase Fund or the Debt Service Fund, as the case may be. Unless there has been an Event of Default, so long as the Credit Facility is in effect and has been drawn upon to provide sufficient funds to pay in full the principal of and interest when due as required herein, the City shall use moneys in the Debt Service Fund and transfer funds to the Paying Agent, if necessary, to reimburse the Credit Provider (if any) for such drawing in such manner as to provide for receipt by the Credit Provider (if any) on the same Business Day as the draw is honored.

Section 9.10 Termination of Deposits. No payment need be made into the Bond Fund, if the amount in the Bond Fund totals a sum at least equal to the entire amount of the Outstanding Bonds as to all Bond Requirements, to the maturity, and both accrued and not

accrued interest, in which case moneys in that account in an amount at least equal to such Bond Requirements shall be used solely to pay such Bond Requirements as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Pledged Revenues shall be applied as hereafter provided.

Section 9.11 Payment of Additional Securities. Third, and subject to the provisions hereinabove in this Article, but either prior to, concurrently with or subsequent to the payments required by Section 9.10 hereof, as provided in Article XI hereof, any moneys remaining in the Income Fund may be used by the City for the payment of Bond Requirements of the Outstanding Parity Securities, additional bonds or other additional securities payable from the Pledged Revenues and hereafter authorized to be issued in accordance with Article XI and any other provisions herein supplemental thereto, including reasonable reserves for such securities, as the same accrue. The lien of such additional bonds or other additional securities on the Pledged Revenues and the pledge thereof for the payment of such additional securities shall be superior to, on a parity with or subordinate to the lien and pledge of the Bonds as herein provided. Payments for bond and reserve funds for any Superior Securities shall be made concurrently with the payments for Superior Securities required by Section 9.10 hereof. Payments for bond and reserve funds for the Outstanding Parity Securities and additional Parity Securities shall be made concurrently with the payments for the Bonds required by Section 9.10 hereof. Payments for bond and reserve funds for additional Subordinate Securities and payments of Security Instrument Costs and Security Instrument Repayment Obligations shall be made after the payments required by Sections 9.10 and 607 hereof.

Section 9.12 Payment of Rebate. Fourth, and subject to the provisions hereinabove in this Article, there shall be transferred into the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, Rebate Fund," hereby created and held by the City, after making in full the monthly deposits required by Sections 9.10 and 9.12, but prior to the transfer of any Pledged Revenues to the payment of Subordinate Securities, such amounts as are required to be deposited therein to meet the City's obligations under the covenant contained in Section 12.03 hereof, in accordance with Section 148(f) of the Tax Code. Amounts in the Rebate Fund shall be used for the purpose of making the payments to the United States required by such covenant and Section 148(f) of the Tax Code. Any amounts in the Rebate Fund in excess of those required to be on deposit therein by Section 12.03 hereof and Section 148(f) of the Tax Code may be withdrawn therefrom and used for any lawful purpose relating to the Project.

Section 9.13 Use of Remaining Revenues. After the payments hereinabove required to be made in this Article IX are made, any remaining Pledged Revenues in the Income Fund may be used at any time during any Fiscal Year whenever in the Fiscal Year there shall have been credited to the Bond Fund, to the Rebate Fund and to each other bond fund and reserve fund, if any, for the payment of any other securities payable from the Pledged Revenues, all amounts required to be deposited in those special accounts for such portion of the Fiscal Year, as hereinabove provided in this Article, for any one or any combination of lawful purposes relating to the Project, or otherwise, as the City may from time to time determine.

ARTICLE X
GENERAL TAXES

Section 10.01 General Tax Levies. Pursuant to Section 350.596 of the Bond Act, the Bond Requirements of the Bonds falling due at any time when there are not on hand from General Tax levies sufficient funds to pay the same, shall be paid out of the general fund of the City or out of any other funds that may be available for such purpose. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available for the payment of such Bond Requirements on other than a temporary basis) and for the purpose of the payment thereafter of the Bonds and the interest thereon, there are hereby created the separate and special accounts known respectively as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, General Tax Principal Fund" (the "General Tax Principal Fund") and as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, General Tax Interest Fund" (the "General Tax Interest Fund"). Pursuant to Sections 350.592 and 350.594 of the Bond Act, there shall be levied immediately after the issuance of the Bonds, and annually thereafter (if necessary to implement this Ordinance), until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City fully sufficient to reimburse such funds for such installments of Bond Requirements, together with the revenue which will result from application of the rate to the net proceeds of minerals, to pay the interest on the Bonds, and to pay and retire the same as hereinabove provided, and after there are made due allowances for probable delinquencies. The proceeds of the annual levies shall be duly credited to such separate accounts for the payment of the Bond Requirements. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the City shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bonds, subject to the limitations imposed by NRS Section 361.453 and Section 2, Article. 10, Nevada Constitution, and the amount of money necessary for this purpose shall be a first charge against all the revenues received by the City.

Section 10.02 Priorities for Bonds. As provided in NRS Section 361.463 in any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City may exceed the limitation of $3.64 on each $100 of assessed valuation, or a lesser or greater amount fixed by the State board of examiners if the State board of examiners is directed by law to fix a lesser or greater amount for that Fiscal Year as provided in NRS Section 361.453, and it shall become necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the City and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS Section 361.453.

Section 10.03 Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other General Taxes are levied and

collected, and the proceeds thereof for the Bonds shall be kept by the City Treasurer in the General Tax Principal Fund and in the General Tax Interest Fund, which shall be used for no other purpose than the payment of principal of and interest on the Bonds, and any other Parity Securities hereinafter issued in accordance with Article IX hereof, respectively, as the same fall due.

Section 10.04 Use of General Fund. Any sums becoming due on the Bonds at any time when there are on hand from such tax levy or levies (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the Taxes herein provided for have been collected, pursuant to Section 350.596, Bond Act.

Section 10.05 Use of Other Funds. Nothing herein prevents the City from applying any funds (other than General Taxes) that may be available for that purpose to the payment of such interest or principal, as the same, respectively, mature, including, without limitation, the payment of the Bonds as provided in Section 9.09 hereof and elsewhere herein, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to Section 350.598 of the Bond Act.

Section 10.06 Legislative Duties. In accordance with Section 350.592 of the Bond Act, and NRS Section 361.463, it shall be the duty of the City annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the City shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and interest thereon. Such General Taxes when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore provided.

Section 10.07 Appropriation of General Taxes. In accordance with Section 350.602 of the Bond Act, there is hereby specially appropriated the proceeds of the General Taxes to the payment of such principal and interest; and such appropriations shall not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the principal of and interest on the Bonds have been wholly paid.

ARTICLE XI
SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 11.01 Lien of Bonds. The Bonds authorized herein constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, subject to and after any superior liens upon such Pledged Revenues of any Superior Bonds or Superior Securities and on a parity with the parity liens upon such Pledged Revenues of the Outstanding Prior Bonds and any other Parity Bonds or Parity Securities.

Section 11.02 Equality of Bonds. The Bonds, the Outstanding Parity Securities and any Parity Securities hereafter authorized to be issued and from time to time

Outstanding are equally and ratably secured by a lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of the issuance of the Bonds and any other such securities, it being the intention of the City that there shall be no priority among the Bonds and any such Parity Securities, regardless of the fact that they may be actually issued and delivered at different times.

Section 11.03 Issuance of Superior or Parity Securities. Nothing herein, subject to the limitations stated in Sections 11.06, 11.11 and 11.12 hereof, prevents the issuance by the City of additional bonds or other additional securities payable from the Pledged Revenues and constituting a lien thereon superior to or on a parity with, the lien thereon of the Bonds, nor prevents the issuance of bonds or other securities refunding all or a part of the Bonds (or funding or refunding any other then Outstanding securities payable from Pledged Revenues), except as provided in Sections 11.07 through 11.12 hereof; but before any such additional superior or Parity Bonds or other additional superior or Parity Securities are authorized or actually issued (excluding any superior or parity refunding securities other than any securities refunding Subordinate Bonds or other Subordinate Securities, as permitted in Section 11.10(c) hereof):

(a) Absence of Default. At the time of the adoption of the supplemental instrument authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Sections 9.09, 9.11 or 9.12 hereof with respect to any superior or Parity Securities.

(b) Earnings Test. Except as hereinafter otherwise provided: (1) the Pledged Revenues derived in the Fiscal Year immediately preceding the date of the issuance of the additional superior or Parity Securities shall have been at least sufficient to pay an amount equal to the Combined Maximum Annual Principal and Interest Requirements (to be paid during any one Bond Year, commencing with the Bond Year in which the additional superior or Parity Securities are issued and ending on the first day of the Bond Year in which any then Outstanding Bonds last mature) of the Outstanding Parity Securities, Outstanding Bonds and any other Outstanding superior or Parity Securities of the City and the bonds or other securities proposed to be issued (excluding the reserves therefor); or, (2) the Pledged Revenues estimated by the Chief Financial Officer, independent feasibility consultant or an Independent Accountant to be derived in the first five Fiscal Years immediately succeeding the issuance of the other additional superior or Parity Securities proposed to be issued, shall be at least equal to such annual principal and interest requirements to be paid during such Fiscal Years.

(c) Adjustment of Pledged Revenues. In any computation of such earnings test as to whether or not additional superior or Parity Securities may be issued as provided in subsection B of this Section, the amount of the Pledged Revenues for the next preceding Fiscal Year shall be decreased and may be increased by the amount of any loss or gain conservatively estimated by the Chief Financial Officer, independent feasibility consultant or Independent Accountant making the computations under this Section, which loss or gain results from any change in rate of levy of the taxes and impositions provided in the Pledged Distributed Local Tax Act which will result in a change in the amount of Pledged Revenues which change took effect during the next preceding Fiscal Year or thereafter prior to the issuance of such superior or Parity Securities, as if such modified rate shall have been in effect during the entire next preceding Fiscal Year, if such change shall have been made before the computation of the designated

earnings test but made in the same Fiscal Year as the computation is made or in the next preceding Fiscal Year.

Section 11.04 Certification of Revenues. A written certification or written opinion by the Chief Financial Officer, an independent feasibility consultant or an Independent Accountant, based upon estimates thereby as provided in Section 11.03(b) and Section 11.03(c) hereof, that the annual revenues when adjusted as hereinabove provided in Section 11.03(c) hereof, are sufficient to pay such amounts as provided in Section 11.03(b) hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional bonds or additional securities superior to or on a parity with the Bonds.

Section 11.05 Subordinate Securities Permitted. Nothing herein, subject to the limitations stated in Sections 11.11 and 11.12 hereof, prevents the City from issuing additional bonds or other additional securities payable from the Pledged Revenues having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 11.06 Superior Securities Permitted. Nothing herein, subject to the requirements stated in this Article XI hereof, prevents the City from issuing additional bonds or other additional securities payable from the Pledged Revenues having a lien thereon prior and superior to the lien thereon of the Bonds; however, such additional Superior Bonds or other additional Superior Securities shall not be issued as general obligations of the City.

Section 11.07 Issuance of Refunding Securities. At any time after the Bonds, or any part thereof, are issued and remain Outstanding, if the City shall find it desirable to refund any Outstanding Bonds or other Outstanding securities payable from and constituting a lien upon any Pledged Revenues, such Bonds or other securities, or any part thereof, may be refunded only if the Bonds or other securities at the time or times of their required surrender for payment shall then mature or shall be then callable for prior redemption for the purpose of refunding them at the City's option upon proper call, unless the owner or owners of all such Outstanding Bonds or other securities consent to such surrender and payment, regardless of whether the priority of the lien for the payment of the refunding securities on the Pledged Revenues is changed (except as provided in Sections 11.06 and 11.08 through 11.12 hereof).

Section 11.08 Partial Refundings. The refunding bonds or other refunding securities so issued, unless issued as Subordinate Securities, shall enjoy complete equality of lien with the portion of any securities of the same issue which is not refunded, if there is any; and the owner or owners of the refunding securities shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the unrefunded securities of the same issue partially refunded by the refunding securities.

Section 11.09 Limitations Upon Refundings. Any refunding bonds or other refunding securities payable from any Pledged Revenues shall be issued with such details as the City may by instrument provide, subject to the provisions of Sections 11.11 and 11.12 hereof, and subject to the inclusion of any such rights and privileges designated in Section 11.08 hereof, but without any impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the Outstanding securities of any one or more issues (including, without limitation, the Bonds).

Section 11.10 Protection of Securities Not Refunded. If only a part of the Outstanding Bonds and other Outstanding securities of any issue or issues payable from the Pledged Revenues is refunded, then such securities may not be refunded without the consent of the owner or owners of the unrefunded portion of such securities:

(a) Requirements Not Increased. Unless the refunding securities do not increase for any Bond Year the annual principal and interest requirements evidenced by the refunding securities and by the Outstanding securities not refunded on and before the last maturity date or last Redemption Date, if any, whichever is later, if any, of the unrefunded securities, and unless the lien of any refunding bonds or other refunding securities on the Pledged Revenues is not raised to a higher priority than the lien thereon of the bonds or other securities thereby refunded; or

(b) Subordinate Lien. Unless the lien on any Pledged Revenues for the payment of the refunding securities is subordinate to each such lien for the payment of any securities not refunded; or

(c) Default and Earnings Test. Unless the refunding bonds or other refunding securities are issued in compliance with Section 11.03 hereof (including subsections (a) through (c) thereof) and Section 11.04 hereof.

Section 11.11 Payment Dates of Additional Securities. Any additional superior, parity or Subordinate Bonds or other additional superior, parity or Subordinate Securities (including, without limitation, any funding or refunding securities) issued in compliance with the terms hereof shall bear interest payable at the times and shall mature on the dates designated by the City in the ordinance authorizing such securities as provided in Section 11.12 hereof.

Section 11.12 Supplemental Ordinance. Additional bonds or other additional securities payable from the Pledged Revenues shall be issued only after authorization thereof by a supplemental instrument of the City stating the purpose or purposes of the issuance of the additional bonds or other additional securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, principal amount, maturity or maturities, designation and numbers thereof, the maximum rate or rates of interest to be borne thereby, any prior redemption privileges of the City with respect thereto and other provisions thereof not in conflict with this Ordinance. All additional bonds or other additional securities shall bear such date, shall bear such numbers and series designation, letters or symbols prefixed to their numbers distinguishing them from each other security, shall be payable at such place or places at such times, may be subject to redemption prior to maturity on such terms and conditions, and shall bear interest at such rate or at such different and varying rates per annum, as may be fixed by instrument or other document of the City.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Investment of Amounts Held under this Ordinance.

(a) Moneys held in Funds and Accounts (other than moneys held in the Purchase Fund and the Letter of Credit Account which shall be held uninvested) shall be invested and reinvested as directed by the Treasurer solely in Permitted Investments and in accordance with the City's investment policy then in effect, subject to the restrictions set forth in this Ordinance and subject to the investment restrictions imposed upon the City by the laws of the State. The Treasurer shall direct such investments by written certificate or by telephone instruction followed by prompt written confirmation of the Treasurer or an authorized designee, and in the absence of such direction, the Paying Agent shall hold such funds uninvested. The Paying Agent shall have no responsibility or liability in respect of any investment made in accordance with the instructions of the Treasurer or authorized designee.

(b) In the absence of written direction, the Paying Agent shall hold such moneys uninvested. The Trustee may conclusively rely upon such written direction from the City as to both the suitability and legality of the directed investments. The investments authorized by this Ordinance shall at all times be subject to law. To the extent investments are registrable, such investments shall be registered in the name of the Paying Agent. Investments shall mature in such amounts and at such times as may be necessary to provide money when need to make payments from such funds. The Paying Agent may sell or present for redemption, any securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such securities are credited, and the Paying Agent shall not be liable or responsible for any loss resulting from such investment. Any such investment shall, subject to the provisions hereof at all times be deemed to be a part of the fund from which the investment was made. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of security transactions as they occur. To the extent permitted by law, the City specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Paying Agent that no brokerage confirmations need be sent relating to the security transactions as they occur.

(c) Permitted Investments in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and any profit realized from such investment shall be credited to such Fund or Account and any loss resulting from such investment shall be charged to such Fund or Account.

Section 12.02 Defeasance. When all Bond Requirements of any Series 2013 Bond have been duly paid, the pledge, the lien, and all obligations hereunder as to that Series 2013 Bond shall thereby be discharged and the Bond shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Series 2013 Bond, as the same become due to the

final maturity of the Series 2013 Bond, or upon any redemption date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of Series 2013 Bond for payment then. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owner of the Series 2013 Bond at the address last shown on the registration records for the Series 2013 Bonds maintained by the Paying Agent. The Series 2013 Bonds may be defeased in whole or in part upon satisfaction of the provisions of this Ordinance; provided, however, that, notwithstanding anything contained in this Ordinance, the Series 2013 Bonds which are to be redeemed pursuant to Section 4.01 hereof may be defeased only if (a) notwithstanding the defeasance of the Series 2013 Bonds, the applicable Credit Facility remains available for such Series 2013 Bonds through the redemption date therefor, which redemption date shall be the earliest date possible in accordance with the terms of Section 4.03 hereof or (b) the City has received a Ratings Confirmation. Notwithstanding anything to the contrary in the definition of "Federal Securities" set forth in this Ordinance, such Federal Securities shall mean and include only principal-only strips and interest-only strips of non-callable obligations issued by the United States Treasury, and REFCORP securities stripped by the Federal Reserve Bank of New York.

Section 12.03 Tax Covenant. The City covenants for the benefit of the owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any project financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met

Section 12.04 Modification of this Ordinance. This Ordinance may be modified or amended by supplemental agreements with the consent of the parties hereto by supplemental agreements, provided, however, that any modifications or amendments to this Ordinance shall require the consent of the Purchaser, if any, each Credit Provider (which consent shall not be unreasonably withheld) and any amendments to Article VI of this Ordinance shall require the consent of each of the Remarketing Agents (which consent shall not be unreasonably withheld).

Section 12.05 Effect of Supplemental Ordinances. Upon execution and delivery of any supplemental ordinance pursuant to the provisions of this Article XII, this

Ordinance and all supplemental ordinances shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance and all supplemental ordinances of the City shall thereafter be determined, exercised and enforced under this Ordinance and all supplemental ordinances, subject in all respects to such modifications and amendments.

Section 12.06 Supplemental Ordinances to be Part of this Ordinance. Any supplemental agreement executed and delivered in accordance with the provisions of this Article XII shall thereafter form a part of this Ordinance or the supplemental ordinance which they supplement or amend, and all of the terms and conditions contained in any such supplemental ordinance as to any provision authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of this Ordinance which they supplement or amend for any and all purposes.

Section 12.07 Parties in Interest. Except as herein otherwise specifically provided, nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Paying Agent, the Fiscal Agent, the Remarketing Agents, the Credit Providers and the Owners any right, remedy or claim under or by reason of this Ordinance being intended to be for the sole and exclusive benefit of the City, the Paying Agent, the Fiscal Agent, the Remarketing Agents, the Credit Providers and the Owners.

Section 12.08 No Personal Liability of City Officials; Limited Liability of City to Owners of Series 2013 Bonds.

(a) No covenant or agreement contained in Series 2013 Bonds or in this Ordinance shall be deemed to be the covenant or agreement of any present or future official, officer, agent or employee of the City in his individual capacity, and neither the members of the Council of the City nor any person executing the Series 2013 Bonds shall be liable personally on the Series 2013 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

(b) Except for the payment when due of the payments required under this Ordinance and the observance and performance of the other agreements, conditions, covenants and terms required to be performed by it contained in this Ordinance, the City shall not have any obligation or liability to the Owners with respect to this Ordinance or the preparation, execution, delivery, transfer, exchange or cancellation of the Series 2013 Bonds or the receipt, deposit or disbursement of the payments by the Paying Agent, or with respect to the performance by the Paying Agent of any obligation required to be performed by it contained in this Ordinance.

Section 12.09 Execution of Instruments; Proof of Ownership.

(a) Any request, direction, consent or other instrument in writing required or permitted by this Ordinance to be signed or executed by Owners or on their behalf by an attorney-in-fact may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by an agent or attorney-in-fact appointed by an instrument in writing or as provided in the Series 2013 Bonds. Proof of the execution of any

such instrument and of the ownership of Series 2013 Bonds shall be sufficient for any purpose of this Ordinance and shall be conclusive in favor of the Paying Agent with regard to any action taken by it under such instrument if made in the following manner:

(i) the fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution; and

(ii) the ownership of Series 2013 Bonds, as applicable, shall be proved by the registration books kept under the provisions of Section 3.03 hereof;

(b) Nothing contained in this Section 13.09 shall be construed as limiting the Paying Agent to such proof. The Paying Agent may accept any other evidence of matters herein stated which it may deem sufficient. Any request, consent of, or assignment by any Owner of a Series 2013 Bond shall bind every future Owner of the same Series issued in lieu thereof in respect of anything done by the Paying Agent or the City in pursuance of such request or consent.

Section 12.10 Governing Law. This Ordinance shall be construed in accordance with the laws of the State.

Section 12.11 Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Ordinance or the Series 2013 Bonds must be in writing except as expressly provided otherwise in this Ordinance or in the Series 2013 Bonds.

(b) The Paying Agent shall give prior written notice, while the Series 2013 Bonds bear interest at the Index Interest Rate, to the Purchaser, and while the Series 2013 Bonds bear interest at any rate other than the Index Interest Rate, to the Rating Agencies then rating the Series 2013 Bonds, the Credit Providers and the Remarketing Agents, at least 15 days (or such shorter period as shall be reasonable) before each of the following events:

(i) appointment of a successor Paying Agent;

(ii) amendment to this Ordinance, a Credit Facility, if any;

(iii) redemption of the Series 2013 Bonds;

(iv) adjustment of the Series 2013 Bonds to the Short-Term Mode, the Long Mode or conversion to a Fixed Interest Rate;

(v) removal or resignation of the Fiscal Agent, the Paying Agent or any Remarketing Agent;

(vi) expiration, termination, extension or substitution of a Credit Facility, if any;

(vii) mandatory tender for purchase of the Series 2013 Bonds;

(viii) defeasance of the Series 2013 Bonds; or

(ix) the Series 2013 Bonds are no longer Book-Entry Bonds.

Notice in the case of an event referred to in clause (ii) hereof shall include a copy of any such amendment.

(c) Except as otherwise required herein, all notices required or authorized to be given to the City, the Purchaser, the Fiscal Agent, the Paying Agent, the applicable Remarketing Agents, the Credit Provider, [Fitch,] Moody's and S&P pursuant to this Ordinance shall be in writing and shall be hand delivered, sent by electronic-mail, facsimile transmission, by Mail or such other readily accessible electronic means (so long as such recipient shall agree to the receipt of information by such means), to the following addresses or the addresses set forth in the Continuing Covenant Agreement:

1. If to the City, to:

City of Las Vegas
495 South Main Street
Las Vegas, NV 89101
Attn: Chief Financial Officer
Telephone: (702) 229-2280
Facsimile: (702) 383-0769

2. If to the Fiscal Agent, to:

City Treasurer
495 South Main Street
Las Vegas, NV 89101
Telephone: (702) 229-6280
Facsimile: (702) 383-0769

3. If to the Paying Agent, to:

The Bank of New York Mellon Trust Company, N.A.
Attn: Corporate Trust Services
400 South Hope Street
Suite 400
Los Angeles, CA 90017
Facsimile: (213) 630-6220
Telephone: (213) 630-6263

4. If to Moody's, to:

Moody's Investors Service
7 World Trade Center
New York, New York 10007
Attn: Credit Ratings & Analysis, Public Finance Group
Facsimile: (212) 261-1466
Telephone: (212) 553-0300

5. If to S&P, to:

Standard & Poor's Ratings Services
55 Water Street, 38th Floor
New York, New York 10041
Attn: Public Finance Structured Group
Telephone: (415) 371-5020
Facsimile: (415) 371-5090
E-mail: pubfin_structured@standardandpoors.com

6. [If to Fitch:

Fitch, Inc.
1 State Street Plaza, 28th Floor
New York, New York 10004
Attn: Public Finance Department – Municipal Structured Finance
Telephone: (212) 908-0500
Facsimile: (212) 480-4421]

or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above. Notices to a Credit Provider required or permitted to be given hereunder shall be in writing and shall be sent by Mail, to the notice address set forth above or to such other address as the applicable Credit Provider may identify in a written notice delivered pursuant to this Section 12.11(c).

Section 12.12 Delegated Powers. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

(a) The printing of the Series 2013 Bonds;

(b) The execution of the certificates as may be reasonably required by the Purchaser, relating, inter alia,

(i) to the signing of the Series 2013 Bonds,

(ii) to the tenure and identity of the officials of the City,

(iii) to the assessed valuation of the taxable property in and the indebtedness of the City,

(iv) to the rate of taxes levied against the taxable property within the City,

(v) to the delivery of the Series 2013 Bonds to The Depository Trust Company and the receipt of the purchase price of the Bonds,

(vi) to the completeness and accuracy of any information provided the Purchaser in connection with the Series 2013 Bonds as of the date of delivery of the Series 2013 Bonds, and

(vii) if it is in accordance with the fact, to the absence of litigation, pending or threatened, affecting the validity of the Series 2013 Bonds;

(c) The execution by the Chief Financial Officer of the Officer's Certificate and the Continuing Covenant Agreement in substantially the forms as are currently on file with the Clerk, with such changes which are agreed to by the City Chief Financial Officer;

(d) The execution of any agreements related to the Paying Agent for the Series 2013 Bonds in substantially the form as is currently on file with the Clerk, with such changes which are agreed to by the City Chief Financial Officer.

Section 12.13 Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall not be a Business Day, such payment may, unless otherwise provided in this Ordinance, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period from and after such nominal date.

Section 12.14 Captions. The captions and table of contents in this Ordinance are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Ordinance.

[End of Amended and Restated Ordinance]

Section 2. Publication of Proposed Ordinance. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a Newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO.

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 6260 AND AUTHORIZING A FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT IN CONNECTION WITH THE OUTSTANDING "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2013"; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495 South Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on the June 1, 2016, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on June 15, 2016.

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 3. **Publication After Adoption of Ordinance; Effective Date.** After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a Newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO.

(OF LAS VEGAS, NEVADA)

AN ORDINANCE AMENDING ORDINANCE NO. 6260 AND AUTHORIZING A FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT IN CONNECTION WITH THE OUTSTANDING "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2013"; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on June 1, 2016, and was passed at the meeting held on June 15, 2016, by the following vote of the City Council:

Those Voting Aye: _____
_____
_____
_____
_____

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the ___th day of June, 2016, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this June 15, 2016.

Attest:

/s/ Carolyn G. Goodman
Mayor

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication)

560905

Section 4. Execution of First Amendment. The forms, terms and provisions of the First Amendment are authorized and approved, and the City shall enter into the First Amendment substantially in the form of the First Amendment as on file with the City Clerk, but with such changes therein as shall be consistent with this Ordinance and as the Chief Financial Officer of the City shall approve, the execution thereof being deemed conclusive of the approval of any such changes. The Chief Financial Officer of the City is authorized and directed to execute and deliver the First Amendment for and on behalf of the City in substantially the form of such document on file with the City Clerk as so changed. The City Clerk is authorized and directed to affix the seal of the City to, and to attest, the First Amendment in substantially the form of such document on file with the City Clerk as so changed.

Section 5. Ordinance Irrepealable. This Amendment Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, as herein provided.

Section 6. Implied Repealer. All resolutions and ordinances, 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, ordinance, bylaw, order, or part thereof, heretofore repealed.

Section 7. Severability. If any section, paragraph, clause, or provision of this Amendment Ordinance 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 Amendment Ordinance.

(SEAL)

_____
Carolyn G. Goodman, Mayor

Attest:

_____
LuAnn D. Holmes, MMC, City Clerk

Approved as to form:

Val Steed 5-19-16
City Attorney or Chief Deputy City Attorney

This Ordinance shall be in force and effect from and after June 19, 2016, i.e., the date after the publication of such Ordinance by its title only.

(Signature page to Bond Ordinance)

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss.**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

(1) The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced on June 1, 2016 and finally adopted and approved on June 15, 2016.

(2) The following members of the Council were present at the June 1, 2016 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Absent:	_____
	_____

(3) The foregoing Ordinance was first proposed and read by title to the City Council on June 1, 2016, and referred to a committee composed of _____ _____ for recommendation; thereafter the committee reported favorably on the Ordinance on June 15, 2016, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the June 15, 2016 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	
Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

(4) The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

(5) All members of the Council were given due and proper notice of the meetings held on June 1, 2016 and June 15, 2016. Pursuant to NRS 241.020, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

a. By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

b. By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

(6) A copy of such notice so given of the meeting of the Council on June 1, 2016 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on June 15, 2016 is attached to this certificate as Exhibit B.

(7) A copy of the affidavit of publication of the notice of deposit of ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of the 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 June 15, 2016.

_____

LuAnn D. Holmes, MMC, City Clerk

EXHIBIT A
(Attach Copy of Notice of June 1, 2016 Meeting)

EXHIBIT B
(Attach Copy of Notice of June 15, 2016 Meeting)

EXHIBIT C
(Attach Affidavit of Publication of Deposit of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

EXHIBIT I-1

FORM OF SERIES 2013 BOND
DURING ANY PERIOD OTHER THAN INDEX INTEREST RATE PERIOD

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2013

THIS BOND IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS, AS SET FORTH IN THE ORDINANCE (AS DEFINED BELOW), AND ANY TRANSFER OF THE REGISTERED OWNERSHIP OF THIS BOND MAY ONLY BE MADE SUBJECT TO SUCH TRANSFER RESTRICTIONS. ANY TRANSFEREE, BY THE ACCEPTANCE OF THIS BOND, REPRESENTS THAT IT ACKNOWLEDGES SUCH TRANSFER RESTRICTIONS AND ACCEPTS SUCH BOND SUBJECT TO SUCH TRANSFER RESTRICTIONS. ANY TRANSFER OF THIS BOND IN VIOLATION OF THE TRANSFER RESTRICTIONS SET FORTH IN THE ORDINANCE SHALL BE VOID AND OF NO EFFECT.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Las Vegas in the County of Clark and in the State of Nevada (the "City", the "County," and the "State", respectively), for value received hereby acknowledges itself to be indebted and promises to pay to the registered owner (the "Owner") identified above or registered assigns, on the maturity date set forth above, the principal amount set forth above, in lawful money of the United States of America, and to pay from time to time (but only out of the sources hereinafter provided) interest on the balance of said principal amount until payment of said principal amount has been made or duly provided for, at the rates and on the dates determined as described herein and in the Ordinance (as hereinafter defined), except as the provisions hereinafter set forth with respect to redemption or tender prior to maturity may become applicable hereto. The principal and purchase price of and premium, if any, on this Bond are payable in lawful money of the United States of America. All capitalized terms used and not otherwise defined herein shall have the meanings for such terms as are set forth in the Ordinance (defined below).

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City, the Paying Agent, the Tender Agent and the Credit Provider, if applicable, and, the rights of the owners of the Bonds, the events of defaults and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is authorized, issued and secured under the terms of that Ordinance adopted on [_____] ***July 24***, 2013***, as amended on June 15, 2016*** (***as amended,*** the "Ordinance").

Reference is hereby made to the Ordinance for a description of the terms of the Bonds and the rights thereunder of the Owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Paying Agent and of the rights and obligations of the City thereunder, to all of the provisions of which Ordinance the Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds are issued by the City and upon the credit thereof, for the purpose of financing various capital improvement projects described in NRS chapter 268 and in the Ordinance, under the authority of and in full conformity with the Constitution and laws of the State and the City and pursuant to the Ordinance.

It is hereby certified, recited and warranted that the total indebtedness of the City, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes ("General Taxes") sufficient to pay the Bond Requirements of this Bond when the same become due (except to the extent other moneys are available therefor), subject to the limitations imposed by the Constitution and statutes of the State; and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the Bond Requirements according to the terms of this Bond.

The payment of the Bonds, as to all Bond Requirements, is additionally secured by an irrevocable pledge of revenues derived by the City from the Pledged Revenues (as defined in the Ordinance).

Payment of the Bond Requirements due in connection with the Bonds may be made from and as security for such payment there is irrevocably and exclusively pledged, pursuant to the Ordinance, a special account thereby created and identified as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, Pledged Revenues, Interest and Principal Retirement Fund," into which account the City covenants to pay from the revenues derived from the Pledged Revenues sums sufficient to pay when due the Bond Requirements of the Bonds, except to the extent other moneys are available therefor.

The Bonds are equitably and ratably secured by a lien on the Pledged Revenues and the Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, on a parity with the lien on the Pledged Revenues of the Parity Securities and subject to and after any superior liens upon such Pledged Revenues of any Superior Bonds or Superior Securities. Bonds and other securities, in addition to the Bonds, subject to expressed conditions, may be issued and made payable from the Pledged Revenues having a lien thereon subordinate and junior to the lien or, subject to additional expressed conditions, having a lien thereon superior to or on a parity with the lien, of the Bonds, in accordance with the provisions of the Ordinance.

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and will perform all of the covenants of the Ordinance.

Reference is made to the Ordinance, NRS Chapter 360, as amended from time to time, to the City Charter, as amended from time to time, to an act cited as NRS 350.500 through 350.720, and all laws amendatory thereof, designated in Section 350.500 thereof as the Local Government Securities Law, to Chapter 348 of NRS (the "Supplemental Bond Act"), and to all laws supplemental thereto, for an additional description of the nature and extent of the security for the Bonds, the General Taxes, accounts, funds and revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights and remedies of the owners of the Bonds.

The Bonds are issued pursuant to the Project Act, the Local Government Securities Law, and the Supplemental Bond Act, and pursuant to NRS Section 350.628, Local Government Securities Law, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS Section 350.710, Local Government Securities Law, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to chapter 375B of NRS.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance or any instrument amendatory thereof or supplemental thereto may be modified or amended by action of the City taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance. The pledge of revenues and other obligations of the City under the Ordinance may be discharged at or prior to the maturity of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution and laws of the State, particularly under the terms and provisions of the Project Act, the Local Government Securities Law, the Supplemental Bond Act, and all laws supplemental thereto, and with the Ordinance; and that this Bond does not contravene any constitutional or statutory limitation.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise upon the Ordinance or other instrument relating thereto, against any individual member of the City Council of the City, any individual member of the City, or any officer or other agent of the City, past, present or future, either directly or indirectly through such board or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until a manual signature of a duly authorized officer of the Registrar has been affixed on the certificate of authentication hereon.

Except as provided in Section 3.01 of the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of the Securities Depository (as defined in the Ordinance) or to a successor Securities Depository or to a nominee of a successor Securities Depository.

Additional provisions of this Bond are set forth in the following pages of this Bond.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the manual or facsimile signature of the Mayor, to be countersigned and executed with the manual or facsimile signature of the City Treasurer and has caused a manual impression or a facsimile of the seal of the City to be affixed hereon; and has caused this Bond to be signed, executed and attested with the manual or facsimile signature of the City Clerk, all as of the date written above.

CITY OF LAS VEGAS, NEVADA

(Manual or Facsimile Signature)
Mayor
Las Vegas, Nevada

Countersigned:

(Manual or Facsimile Seal)

(Manual or Facsimile Signature)
City Treasurer

Attest:

(Manual or Facsimile Signature)
City Clerk

(End of Form of Bond) (Form of Certificate of Authentication for Bonds)

Date of authentication
and registration: _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

THE BANK OF NEW YORK TRUST
COMPANY, N.A., as Paying Agent

By: (Manual Signature)
Authorized Officer

(End of Form of Certificate of Authentication for Bonds)

1. Interest Rate. Prior to the Fixed Rate Date, interest with respect to this Series 2013 Bond shall be payable at the Adjustable Interest Rate in effect from time to time. From and after the Fixed Rate Date, interest with respect to this Series 2013 Bond shall be payable at the Fixed Interest Rate. For Series 2013 Bonds bearing interest at the Daily Rate, Weekly Rate or Bond Interest Term Rate, interest shall be computed on the basis of actual days elapsed and of a year consisting of 365 or 366 days, as applicable. During a Long Mode and from and after the Fixed Rate Date, interest shall be computed on the basis of a year consisting of 360 days, consisting of 12 months of 30 days each.

Interest on the Series 2013 Bonds may accrue at the Daily Mode, the Weekly Mode, the Short-Term Mode or the Long Mode, all as provided in the Ordinance.

Interest shall be due and payable on the first Business Day of each month during such time as this Series 2013 Bond bears interest at the Daily Rate or the Weekly Rate. During such time as this Series 2013 Bond bears interest at a Bond Interest Term Rate, interest will be due and payable on the day next succeeding the last day of each Bond Interest Term. During such time as this Series 2013 Bond bears interest at a Long Rate or a Fixed Interest Rate, interest will be due and payable on each June 1 and December 1 until maturity or earlier redemption and will be paid to the party who is the owner hereof on the Record Date for such payment. The Record Date (a) with respect to any Series 2013 Bonds bearing interest at a Daily Rate, Weekly Rate or any Bond Interest Term Rate, is the Business Day immediately preceding such Interest Payment Date, and (b) with respect to any Series 2013 Bonds bearing interest at a Long Rate or Fixed Interest Rate, the 15th day immediately preceding such Interest Payment Date.

2. Method of Payment. Holders must surrender Series 2013 Bonds to the Paying Agent to collect principal except that with respect to Bonds which are Book-Entry Bonds (as defined in the Ordinance), the City may make other agreements for payment of principal. Interest will be paid to the party who is, as of the Record Date, the registered holder. If this Bond is not a Book-Entry Bond, as defined in the Ordinance, interest hereon will be paid by check mailed to the holder's registered address, and, if this Bond is a Book-Entry Bond, interest will be paid as provided in Section 3.05 of the Ordinance. Principal, interest and premium, if any, will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts. If any payment on the Series 2013 Bonds is due on a non-Business Day, it will be made on the next Business Day, and no additional interest will accrue as a result.

3. Redemptions; Tender for Purchase. This Series 2013 Bond is subject to optional redemption and mandatory sinking fund redemption as more specifically provided in the Ordinance. During the Daily Mode and the Weekly Mode and upon delivery of a written notice by the Owner as provided in the Ordinance this Series 2013 Bond shall be purchased (in whole) from its holder at the option of the holder on any Business Day at a purchase price equal to the principal amount thereof plus accrued interest, if any, from and including the day immediately preceding the date of purchase, all as provided in the Ordinance. This Series 2013 Bond is also subject to mandatory purchase under certain circumstances as provided in the Ordinance.

At least 30 days before each date of redemption, the City will give notice to each owner of a Series 2013 Bonds to be redeemed at the owner's registered address. Failure to give any

required notice of redemption will not affect the validity of the call for redemption of any Series 2013 Bonds in respect of which no failure occurs. Any notice sent as provided in the Ordinance will be conclusively presumed to have been given whether or not actually received by the addressee.

If notice of redemption has been duly given pursuant to the Ordinance and funds for the payment of the Redemption Price of the Series 2013 Bonds to be redeemed are held by the Paying Agent on the designated Redemption Date designated in such notice, the Redemption Price of the Series 2013 Bonds so called for redemption shall become payable as specified in such notice; and from and after the date so designated interest due with respect to the Series 2013 Bonds or portions thereof so called for redemption shall cease to accrue, such Series 2013 Bonds shall cease to be entitled to any benefit, protection or security under the Ordinance and the Owners of such Series 2013 Bonds shall have not rights in respect thereof except to receive payment of the Redemption Price.

4. Denominations; Transfer; Exchange. The Series 2013 Bonds subject to the Long Rate and the Fixed Interest Rate are available in denominations of $5,000 and integral multiples of $5,000. The Series 2013 Bonds subject to the Daily Rate, the Weekly Rate or the Bond Interest Term Rate are available in denominations of $100,000 and any integral multiple of $5,000 in excess thereof. A holder may transfer or exchange Series 2013 Bonds in accordance with the Ordinance. The City may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any required taxes and fees associated therewith. The City need not transfer or exchange any Series 2013 Bonds for the period beginning 15 days before mailing a notice of redemption of any Bond of such series and ending on the date the notice of redemption is mailed nor transfer or exchange any Series 2013 Bonds which has been selected for redemption.

5. Persons Deemed Owners. The registered owner of this Bond shall be treated as the owner of it for all purposes.

6. Discharge Before Redemption or Maturity. If the City at any time irrevocably sets aside money or Federal Securities as described in the Ordinance sufficient, together with the earnings thereon, to pay at redemption or maturity, the principal of, premium, if any, and interest on the outstanding Bonds, and if the City also pays all other sums then payable by the City under the Ordinance, the Ordinance will be discharged. After discharge Holders must look only to the money and securities set aside for payment. If the City at any time irrevocably sets aside money or Federal Securities as described in the Ordinance sufficient to pay at redemption or maturity principal of, premium, if any, and interest on all or any portion of the outstanding Series 2013 Bonds, such Bonds, with respect to which the money or securities were set aside, shall no longer be deemed to be outstanding and shall no longer be secured by the Ordinance except to the extent of the moneys and securities set aside therefor.

7. Amendment; Supplement; Waiver. The Ordinance, the Ordinance and the Series 2013 Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, as provided in the Ordinance. Any consent given by the owner of this Bond to any such action shall be irrevocable and shall bind any subsequent owner of this Bond or any Bond delivered in substitution for this Bond.

8. Defaults and Remedies. The Principal of this Bond is not subject to acceleration.

9. Authentication. This Bond shall not be valid until the Paying Agent signs the certificate of authentication on the [other side] [first page] of this Bond.

10. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and UIGIMIA (= Uniform Gifts to Minors Act).

[The form of assignment on the Series 2013 Bonds shall be substantially as follows:]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(Please print or type, write Name and Address, including Zip Code, and Federal Taxpayer Identification or Social Security Number of Assignee)

_____

this Bond and all rights hereunder, and hereby irrevocably constitutes and appoints

_____

Agent to transfer this Bond on the books of the City, with full power of substitution in the premises.

Dated:_____

Signed by:

_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by:

_____

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT I-2

FORM OF SERIES 2013 BOND
DURING INDEX INTEREST RATE PERIOD

R-__ $_____

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2013

Interest Rate Period Commencement Date	Interest Rate Period	Maturity Date	CUSIP Number
_____, 201[3]**6**	LIBOR Index Rate Period	_____, ____	_____

THIS BOND IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS, AS SET FORTH IN THE ORDINANCE (AS DEFINED BELOW), AND ANY TRANSFER OF THE REGISTERED OWNERSHIP OF THIS BOND MAY ONLY BE MADE SUBJECT TO SUCH TRANSFER RESTRICTIONS. ANY TRANSFEREE, BY THE ACCEPTANCE OF THIS BOND, REPRESENTS THAT IT ACKNOWLEDGES SUCH TRANSFER RESTRICTIONS AND ACCEPTS SUCH BOND SUBJECT TO SUCH TRANSFER RESTRICTIONS. ANY TRANSFER OF THIS BOND IN VIOLATION OF THE TRANSFER RESTRICTIONS SET FORTH IN THE ORDINANCE SHALL BE VOID AND OF NO EFFECT.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Las Vegas in the County of Clark and in the State of Nevada (the "City", the "County," and the "State", respectively), for value received hereby acknowledges itself to be indebted and promises to pay to the registered owner (the "Owner") identified above or registered assigns, on the maturity date set forth above, the principal amount set forth above, in lawful money of the United States of America, and to pay from time to time (but only out of the sources hereinafter provided) interest on the balance of said principal amount until payment of said principal amount has been made or duly provided for, at the rates and on the dates determined as described herein and in the Ordinance (as hereinafter defined), except as the provisions hereinafter set forth with respect to redemption or tender prior to maturity may become applicable hereto. The principal and purchase price of and premium, if any, on this Bond are payable in lawful money of the United States of America. All capitalized terms used and not otherwise defined herein shall have the meanings for such terms as are set forth in the Ordinance (defined below).

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City, the Paying Agent, the Tender Agent and the Credit Provider, and, the rights of the owners of the Bonds, the events of defaults and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is authorized, issued and secured under the terms of that Ordinance, dated as of [_____] ***July 24***, 2013***, as amended on June 15, 2016*** (***as amended,*** the "Ordinance").

Reference is hereby made to the Ordinance for a description of the terms of the Bonds and the rights thereunder of the Owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Paying Agent and of the rights and obligations of the City thereunder, to all of the provisions of the Ordinance the Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds are issued by the City and upon the credit thereof, for the purpose of financing various capital improvement projects described in NRS chapter 268 and in the Ordinance, under the authority of and in full conformity with the Constitution and laws of the State and the City and pursuant to the Ordinance.

It is hereby certified, recited and warranted that the total indebtedness of the City, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes ("General Taxes") sufficient to pay the Bond Requirements of this Bond when the same become due (except to the extent other moneys are available therefor),

subject to the limitations imposed by the Constitution and statutes of the State; and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the Bond Requirements according to the terms of this Bond.

The payment of the Bonds, as to all Bond Requirements, is additionally secured by an irrevocable pledge of revenues derived by the City from the Pledged Revenues (as defined in the Ordinance).

Payment of the Bond Requirements due in connection with the Bonds may be made from and as security for such payment there is irrevocably and exclusively pledged, pursuant to the Ordinance, a special account thereby created and identified as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, Pledged Revenues, Interest and Principal Retirement Fund," into which account the City covenants to pay from the revenues derived from the Pledged Revenues sums sufficient to pay when due the Bond Requirements of the Bonds, except to the extent other moneys are available therefor.

The Bonds are equitably and ratably secured by a lien on the Pledged Revenues and the Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, on a parity with the lien on the Pledged Revenues of the Parity Securities and subject to and after any superior liens upon such Pledged Revenues of any Superior Bonds or Superior Securities. Bonds and other securities, in addition to the Bonds, subject to expressed conditions, may be issued and made payable from the Pledged Revenues having a lien thereon subordinate and junior to the lien or, subject to additional expressed conditions, having a lien thereon superior to or on a parity with the lien, of the Bonds, in accordance with the provisions of the Ordinance.

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and will perform all of the covenants of the Ordinance.

Reference is made to the Ordinance, NRS Chapter 360, as amended from time to time, to the City Charter, as amended from time to time, to an act cited as NRS 350.500 through 350.720, and all laws amendatory thereof, designated in Section 350.500 thereof as the Local Government Securities Law, to Chapter 348 of NRS (the "Supplemental Bond Act"), and to all laws supplemental thereto, for an additional description of the nature and extent of the security for the Bonds, the General Taxes, accounts, funds and revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights and remedies of the owners of the Bonds.

The Bonds are issued pursuant to the Project Act, the Local Government Securities Law, and the Supplemental Bond Act, and pursuant to NRS Section 350.628, Local Government Securities Law, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS Section 350.710, Local Government Securities Law, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on

estates imposed pursuant to chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to chapter 375B of NRS.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance or any instrument amendatory thereof or supplemental thereto may be modified or amended by action of the City taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance. The pledge of revenues and other obligations of the City under the Ordinance may be discharged at or prior to the maturity of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution and laws of the State, particularly under the terms and provisions of the Project Act, the Local Government Securities Law, the Supplemental Bond Act, and all laws supplemental thereto, and with the Ordinance; and that this Bond does not contravene any constitutional or statutory limitation.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise upon the Ordinance or other instrument relating thereto, against any individual member of the City Council of the City, any individual member of the City, or any officer or other agent of the City, past, present or future, either directly or indirectly through such board or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until a manual signature of a duly authorized officer of the Registrar has been affixed on the certificate of authentication hereon.

Except as provided in Section 3.01 of the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of the Securities Depository (as defined in the Ordinance) or to a successor Securities Depository or to a nominee of a successor Securities Depository.

Additional provisions of this Bond are set forth in the following pages of this Bond.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the manual or facsimile signature of the Mayor, to be countersigned and executed with the manual or facsimile signature of the City Treasurer and has caused a manual impression or a facsimile of the seal of the City to be affixed hereon; and has caused this Bond to be signed, executed and attested with the manual or facsimile signature of the City Clerk, all as of the date written above.

CITY OF LAS VEGAS, NEVADA

(Manual or Facsimile Signature)
Mayor
Las Vegas, Nevada

Countersigned:

(Manual or Facsimile Seal)

(Manual or Facsimile Signature)
City Treasurer

Attest:

(Manual or Facsimile Signature)
City Clerk

(End of Form of Bond) (Form of Certificate of Authentication for Bonds)

Date of authentication
and registration: _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

THE BANK OF NEW YORK TRUST
COMPANY, N.A., as Paying Agent

By: (Manual Signature)
Authorized Officer

(End of Form of Certificate of Authentication for Bonds)

Interest payments on this Bond shall be made by the Paying Agent to the person appearing on the Bond Register as the registered owner hereof as of the close of business on the Record Date (as hereinafter defined), such interest to be paid by the Paying Agent to such registered Holder (i) in the event this Bond is a Book-Entry Bond, in immediately available funds on the Interest Payment Date (as hereinafter defined) in accordance with the Representation Letter, and (iii) in the event this Bond is not a Book-Entry Bond, (A) in immediately available funds (by wire transfer or by deposit to the account within the United States of America of the Holder of this Bond if such Holder owns an aggregate principal amount of Outstanding Bonds in excess of $1,000,000), according to the instructions given by such Holder to the Paying Agent or (B) in all other cases, by check mailed by first class mail to the Holder at such Holder's address as it appears as of the Record Date on the Bond Register; except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Holder in whose name this Bond is registered as of a special record date to be fixed by the Paying Agent. The term "Record Date" means the Business Day immediately preceding any Interest Payment Date.

The City, the Paying Agent, and any agent of the City or the Paying Agent, may treat the Person in whose name this Bond is registered on the Bond Register as the Holder hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond is overdue, and neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

The Bonds are issuable as fully registered bonds without coupons in Authorized Denominations of $100,000 or any integral multiple of $5,000 in excess thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Ordinance, Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of other Authorized Denominations.

This Bond is transferable by the Holder hereof, in person, or by its attorney duly authorized in writing, at the Principal Office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds of like tenor in Authorized Denominations, for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

Interest on Bonds

The initial Interest Rate Period for the Bonds shall be a LIBOR Index Rate Period during which the Bonds shall bear interest at LIBOR Index Rate (or a Taxable Rate, Default Rate, Purchaser Rate or Maximum Interest Rate, as applicable). The last day of the initial Interest Rate Period for the Bonds shall be the first to occur of (i) the Initial Special Purchase Date, (ii) the Conversion Date next succeeding the Closing Date (provided that the Purchaser shall have consented thereto in writing), (iii) the maturity date for the Bonds and (iv) any Special Purchase Date or mandatory redemption date; provided, however, in the event the Bonds are not purchased or remarketed on the Initial Special Purchase Date and the Amortization Requirements are satisfied, the Initial Period shall end on the first to occur of (w) the date such Bonds are

successfully remarketed, (x) the Amortization End Date, (y) the Conversion Date next succeeding the Initial Special Purchase Date and (z) the date of redemption or payment in full of the Series 2013 Bonds.

During the Amortization Period, the Bonds shall bear interest at the Purchaser Rate (subject to adjustment to the Taxable Rate, Default Rate or Maximum Interest Rate, as applicable). From and after any Taxable Date, the interest rate on Bonds in an Index Interest Rate Period (including with respect to any Unremarketed Bonds) shall be established at a rate at all times equal to the Taxable Rate (subject to adjustment to the Default Rate or Maximum Interest Rate, as applicable).

Notwithstanding the preceding paragraph, from and after the occurrence of any Event of Default, the interest rate for the Bonds in an Index Interest Rate Period and with respect to any Unremarketed Bonds shall be established at a rate at all times equal to the greater of (i) the Default Rate and (ii) the interest rate that otherwise would be applicable to the Bonds but for the provisions described in this paragraph, payable on demand to the Purchaser.

Notwithstanding anything in the Ordinance to the contrary, if during an Index Rate Period and during any period when Unremarketed Bonds are Outstanding, the rate of interest on the Bonds exceeds the Maximum Interest Rate for such Bonds, then (i) such Bonds shall bear interest at the Maximum Interest Rate and (ii) interest on such Bonds shall be calculated at the rate equal to the difference between (A) the rate of interest for such Bonds as calculated pursuant to the Ordinance and (B) the Maximum Interest Rate (the "Excess Interest") shall be deferred until such date as the rate of interest borne by such Bonds is below the Maximum Interest Rate, at which time that portion of the deferred Excess Interest shall be payable with respect to such Bonds as will cause the rate of interest then paid thereon to equal the Maximum Interest Rate, which payments of deferred Excess Interest shall continue until all deferred Excess Interest with respect to the Bonds is fully paid.

The Interest Rate Period for the Bonds may be subsequently changed from time to time by the City, without the consent of the Holders of the Bonds, as provided in the Ordinance. The Paying Agent shall give notice to Holders of the Bonds, as provided in the Ordinance, prior to any change in the Interest Rate Period.

Each Bond shall bear interest from the Interest Payment Date to which interest has been paid as of the date on which it is authenticated or, if it is authenticated on or before the Record Date for the first Interest Payment Date, from the Date of Delivery; provided, however, that if, at the time of authentication of any Bond, interest is in default on Outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds. Notwithstanding the foregoing, if any Bond is authenticated as of a day during the period from the day after the Record Date immediately preceding an Interest Payment Date to such Interest Payment Date, inclusive, such Bond shall bear interest from such Interest Payment Date; provided, however, that if the City shall default in the payment of interest due on such Interest Payment Date, then such Bond shall bear interest, as provided in the preceding sentence.

Interest on the Bonds will be paid on each Interest Payment Date. In any event, interest on the Bonds shall be payable for the final Interest Rate Period to the date on which any Bonds shall have been paid in full. Interest on the Bonds bearing interest at LIBOR Index Rates (or a Taxable Rate, Default Rate, Purchaser Rate or Maximum Rate, as applicable) shall be computed upon the basis of a 360-day year, for the number of days actually elapsed. Interest on the Bonds shall bear interest from and including the Date of Delivery until payment of the principal or redemption price thereof has been made or provided for on the due date thereof, whether at maturity, upon redemption or otherwise.

The Ordinance defines Interest Payment Date to mean the first Business Day of each calendar month, provided, that if any such date is not a Business Day, interest shall be paid on the next succeeding Business Day with the same effect as if paid on such date.

Tender and Purchase of Bonds

Mandatory Tender for Purchase. This Bond shall be subject to mandatory tender for purchase at a purchase price equal to 100% of the principal amount hereof, plus accrued interest, if any, to the Purchase Date on the effective date of any other new Interest Rate Period for this Bond.

This Bond shall be subject to mandatory tender for purchase on each Special Purchase Date.

Notwithstanding anything to the contrary in the Ordinance, in the event the Bonds are not purchased or remarketed on a Special Purchase Date but all conditions precedent to the Amortization Period set forth in the Continuing Covenant Agreement are satisfied ("Amortization Requirements"), then the Bonds shall be payable on the following terms: (i) the Bonds shall bear interest at the Purchaser Rate (subject to Sections 2.02(a)(i)(E)(4), 2.02(a)(i)(E)(5) and 2.02(a)(i)(E)(6) of the Ordinance), (ii) interest shall be payable on each Amortization Interest Payment Date, and (iii) the Principal Amount shall be payable at the times and in the amounts set forth in the Continuing Covenant Agreement for such Amortization Period.

So long as this Bond is held in book-entry form, delivery of this Bond to the Paying Agent in connection with any mandatory tender for purchase pursuant to the Ordinance shall be effected by the making of, or the irrevocable authorization to make, appropriate entries on the books of DTC or any DTC Participant to reflect the transfer of the beneficial ownership interest in such Bond to the account of the Paying Agent, or to the account of a participant acting on behalf of the Paying Agent. If this Bond is not held in book-entry form, delivery of this Bond to the Paying Agent in connection with any mandatory tender pursuant to the Ordinance shall be effected by physical delivery of such Bond to the Principal Office of the Paying Agent, by 1:00 p.m. (New York City time) on the Purchase Date, accompanied by an instrument of transfer thereof, in a form satisfactory to the Paying Agent, executed in blank by the Holder thereof with the signature of such Holder guaranteed in accordance with the guidelines set forth by one of the nationally recognized medallion signature programs.

So long as this Bond is held in book-entry form, payment of the Purchase Price of this Bond in connection with any mandatory tender shall be effected in accordance with the Representation Letter.

If moneys sufficient to pay the Purchase Price of Bonds to be purchased pursuant to the Ordinance shall be held by the Paying Agent on the Purchase Date, any such Bonds to be so purchased which are not delivered by the Holders thereof to the Paying Agent or transferred to the Paying Agent on the registration books of DTC, as applicable, on the Purchase Date will be deemed to have been delivered for purchase, or transferred on the registration books of DTC, as applicable, on such date and to have been purchased. The former Holders of such Bonds, or Beneficial Holders with respect to Book-Entry Bonds, will thereafter have no rights with respect to such Bonds except to receive payment of the Purchase Price therefor upon surrender of such Bonds to the Paying Agent or the transfer, on the registration books of DTC, of the beneficial interest in such Book-Entry Bonds.

BY ACCEPTANCE OF THIS BOND, THE HOLDER HEREBY AGREES THAT IF THIS BOND IS TO BE PURCHASED AND IF MONEYS SUFFICIENT TO PAY THE PURCHASE PRICE SHALL BE HELD BY THE PAYING AGENT ON THE PURCHASE DATE, THIS BOND SHALL BE DEEMED TO HAVE BEEN PURCHASED AND SHALL BE PURCHASED ACCORDING TO THE TERMS OF THE TRUST AGREEMENT FOR ALL PURPOSES OF THE TRUST AGREEMENT, WHETHER OR NOT THIS BOND SHALL HAVE BEEN DELIVERED TO THE PAYING AGENT, AND THE HOLDER OF THIS BOND SHALL HAVE NO CLAIM HEREON, UNDER THE ORDINANCE OR OTHERWISE, FOR ANY AMOUNT OTHER THAN THE PURCHASE PRICE HEREOF.

Redemption of Bonds

Optional Redemption. The Bonds shall be subject to optional redemption by the Chief Financial Officer of the City, in whole or in part, in Authorized Denominations, on any LIBOR Index Reset Date or SIFMA Index Reset Date at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest, if any, to the redemption date, without premium, subject to the limitations set forth in the Continuing Covenant Agreement.

Mandatory Sinking Account Redemption of Bonds. The Bonds are subject to mandatory sinking account redemption at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, on the following dates and in the following amounts:

Redemption Date (____ 1)	***Principal Amount***

(1) Maturity.

In the event that any Bonds are purchased by the Paying Agent and cancelled by the Paying Agent, or optionally redeemed pursuant to the Ordinance, the total amount of all future mandatory redemption sinking account payments set forth in the preceding schedule shall be reduced as and to the extent set forth in the Ordinance.

Other Provisions

The rights and obligations of the City and of the holders and registered Holders of the Bonds may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Ordinance, which provide, in certain circumstances, for modifications and amendments pursuant to Section 12.04 of the Ordinance without the consent of or notice to the registered Holders of the Bonds.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of Nevada, and that this Bond, is within every debt and other limit prescribed by the Constitution and the statutes of the State of Nevada, and is not in excess of the amount of Bonds permitted to be issued under the Ordinance, the Charter or the Local Government Securities Law.

This Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[FORM OF ASSIGNMENT]

For value received _____ hereby sells, assigns and transfers unto _____ (Tax I.D. No.: _____) the within Bond and hereby irrevocably constitute and appoints _____ attorney, to transfer the same on the books of the City at the office of the Paying Agent, with full power of substitution in the premises.

_____

NOTE: The signature to this Assignment must correspond with the name on the face of the within Registered Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guaranteed by:

_____

NOTE: Signature must be guaranteed by an eligible guarantor institution.

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - A closed meeting in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing and discussion for possible action regarding a Nuisance Notice and Order for failed inspection fees of $2,880 and assess daily civil penalties up to $94,500, to authorize the recording of a lien against all parcels, and approval to assess future failed inspection fees, daily civil penalties for all parcels located at 8600 Cupp Drive, APNs 125-10-510-007, 125-10-811-011, 125-10-811-020, 125-10-110-009, 125-10-712-005 and 125-10-110-014 - PROPERTY OWNER: STONERIDGE PARKWAY, LLC - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code Title 9 Chapter 9.04, for violations of 19.06.040(F) (4) Maintenance and Title 20 Flood Control 20.04.050 Building Prohibited. A Nuisance Notice and Order to comply posted on the property and mailed certified mail-return receipt requested the property owners to correct and maintain properties free of public nuisances.

RECOMMENDATION:
Review compliance concerning Nuisance Notice and Order, consider recovery of failed inspection fees of $2,880 and daily civil penalties up to $94,500, approve assessment and record a lien against the parcels and approve assessment of future failed inspection fees and daily civil penalties for non-compliance.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Notice and Orders
3. Staff Report
4. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 1, 2016
DEPARTMENT: Planning
ITEM DESCRIPTION: For possible action regarding a Nuisance Notice and Order for failed inspection fees of $2,880 and assess daily civil penalties up to $94,500, to authorize the recording of a lien against all parcels, and approval to assess future failed inspection fees, daily civil penalties for all parcels located at 8600 Cupp Drive, APN 125-10-510-007, APN 125-10-811-011, APN 125-10-811-020; APN 125-10-110-009, APN 125-10-110-014, APN 125-10-110-014 PROPERTY OWNER: STONERIDGE PARKWAY, LLC- Ward 6 (Ross)

Today's public hearing is to review compliance concerning Nuisance Notice and Order, consider recovery of failed inspection fees of $2,880 and daily civil penalties up to $94,500, approve assessment and record a lien against the parcels and approve assessment of future failed inspection fees and daily civil penalties for non-compliance. If the review is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment. Specifically, the City Council imposes $2,880 for failed inspection fees and $94,500 in daily civil penalties for failure of the property owner to comply with the Notice and Order, to authorize staff to file a lien on the property in the amount of $97,380. Additionally it is requested to approve assessment of future failed inspection fees and daily civil penalties for as long as the property remains non-compliant.

If the Lien is approved by the Council, Certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

Department of Planning
DEPUTY DIRECTOR
KAREN DUDDLESTEN

NUISANCE NOTICE AND ORDER

January 14, 2016

Stoneridge Parkway, LLC
6924 Canby Ave. #112
Reseda, CA 91335

RE: Silverstone Golf Course- 8600 Cupp Dr. or
APN: 125-10-510-007 Case # 159156
125-10-811-011 Case # 159393
125-10-811-020 Case # 159394
125-10-110-009 Case # 159396
125-10-712-005 Case # 159397
125-10-110-014 Case # 159398

NUSIANCE NOTICE AND ORDER TO COMPLY

The records of the Clark County, Nevada Assessors Office indicate that you are the owner of record Stoneridge Parkway, LLC, of the property known as Silverstone Golf course, located at 8600 Cupp Dr, Las Vegas, NV, APN's **125-10-510-007, 125-10-811-011, 125-10-811-020, 125-10-110-009, 125-10-712-005, 125-10-110-014.** As the owner of this property, you are responsible for all violations of the Las Vegas Municipal Code that may be found to exist on your property.

LAS VEGAS CITY COUNCIL
MAYOR CAROLYN G. GOODMAN
MAYOR PRO TEM STEVEN D. ROSS LOIS TARKANIAN STEVEN D. ROSS
RICKI Y. BARLOW BOB COFFIN BOB BEERS STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS 495 S. MAIN STREET LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 FAX 702.382.4341 TTY 702.386.9108 www.lasvegasnevada.gov

The following conditions have been identified as violations:

1) Water Ponds not being circulated properly to prevent becoming polluted, stagnant and areas of mosquito breeding.
   (LVMC 9.04.010 (3) Polluted Water)
2) Private Drainage Easements not being maintained free of refuse, waste, debris that could block drainage areas. Required Drainage Easements not being properly maintained due to lack of irrigation of golf course turf areas. See included map of Silver Stone Golf Course Drainage Easement Map.
   (LVMC 9.04.010 (5) Flood Control Violation; LVMC 20.04.050)
3) Lack of maintenance in all golf course areas.
   (LVMC 19.06.040 (F) Maintenance)
4) Broken irrigation equipment.
   (LVMC 16.02.010 Uniform Administrative Code and Supplement adopted. Section 301.01 Permits Required)

You are hereby notified as the owner/agent of the referenced property that you are in violation of Las Vegas Municipal Code (LVMC), Title 9 Nuisance, Title 19 Zoning, and Title 20 identified above. The above listed violations must be corrected and City inspection approval of all required corrective work must be obtained. Accordingly, the following corrective work and compliance deadlines are hereby established:

1. **Maintain all ponds free of stagnant water. Once temperatures reach 80 degrees Fahrenheit, the possibility of mosquito infestation occurs.** If Code Enforcement determines the water in these pond areas are creating a public health hazard by allowing the areas to be utilized as a possible breeding area for mosquitos these need to be maintained by keeping ponds from becoming stagnant. This is to be maintained at all times;
2. **Failure to maintain the golf course turf that is part of the public drainage easement to be privately maintained may be a violation of the approved Drainage Study for the golf course and related subdivisions. Failure to comply with the approved Drainage Study may be a violation of a Condition of Development for the golf course and related subdivisions. In addition, the failure to maintain the drainage easement (which is a major regional flood control facility) may impact the upstream and downstream drainage facilities and area development and subject Desert Lifestyles, LLC to significant liability for damage to public and private facilities. Maintain area by returning irrigation and watering all turf areas, and remove all refuse, waste, and debris from the private drainage easement areas.** This is to be completed **no later than 5:30 p.m. on January 25th, 2016**;
3. All landscaping to be maintained in a healthy and vigorous living condition; return irrigation and maintain with any required action to prevent overgrowth. This is to be completed **no later than 5:30 p.m. on January 25th, 2016**;

4. All broken irrigation equipment is to be repaired. If major repairs or demolition work is needed to be completed a plumbing permit is required. You may obtain a permit from Department of Building and Safety located at 333 N. Rancho Dr. You may contact them at 702-229-6251. This is to be completed **no later than 5:30 p.m. on January 25th, 2016.**

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection.

In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. Penalties are assessed as follows:

2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; 4th re-inspection and additional re-inspections will be assessed a $180 re-inspection fee + a civil penalty. Residential ($500) or Commercial ($750)

You are hereby ordered to correct the nuisance conditions noted within the previously stated deadlines. If you do not correct the violations by the specified date and time, the City may issue a misdemeanor citation for violations for each and every date the violations exists, with a penalty of up to Five Hundred Dollars ($500) or fine of up to six (6) months in jail or both for each violation.

If you disagree with this Notice and Order, then within ten days after service of the Notice and Order, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or the City Council's designee, with a right of final appeal to the City Council. The decision of the City Council or the City Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such a nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact Code Enforcement Supervisor Vicki Ozuna at (702) 229-4915 concerning your intentions with regards to the referenced property at your earliest convenience.

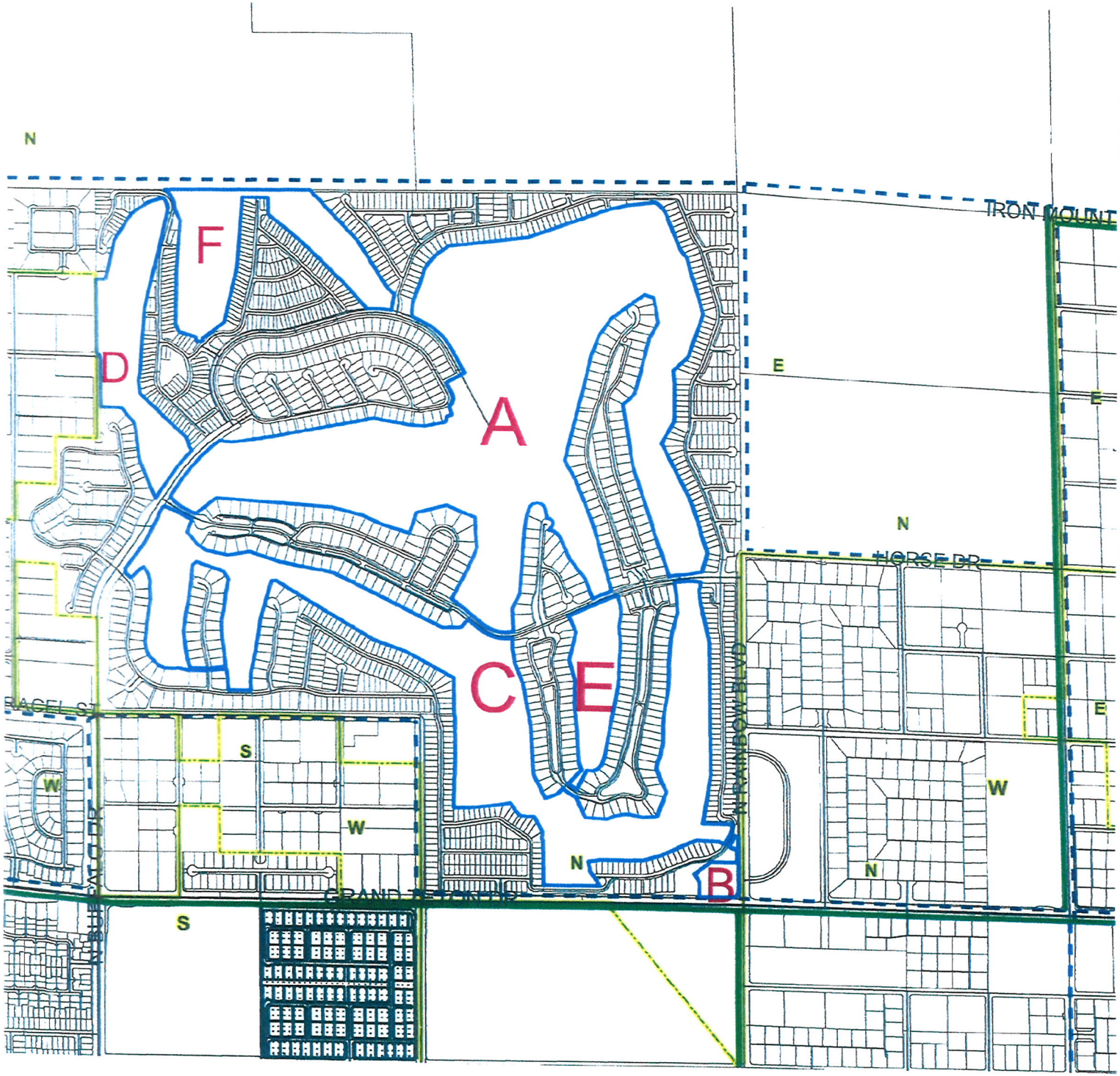
Sincerely,

Karen L. Duddlesten

Karen Duddlesten, Deputy Director
Code Enforcement Division
Department of Planning

cc: Mathew Abbasi
Danny Modab
VCorp Services

Attachment: Map of all Parcels
Silver Stone Golf Course Drainage Easement Map
Copy of Letter from Public Works to Ron Richards



Code Enforcement Cases
& Property Information
Key

A. Case # 159156
APN#125-10-510-007
8600 CUPP

B. Case # 159393
125-10-811-011

C. Case # 159394
125-10-811-020

D. Case # 159396
125-10-110-009

E. Case # 159397
125-10-712-005

F. Case # 159398
125-10-110-014

20022115

2268

MOUNTAIN SPA

A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP, FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "I", BOOK 93, PAGE 12 OF PLATS AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } ss

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 12/11/01
BY VINCENT LOWITT AS THE PRESIDENT OF
MOUNTAIN SPA RESORT DEVELOPMENT, LLC A DELAWARE LIMITED LIABILITY COMPANY.

[signature]

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES 11/12/2004

OWNER'S CERTIFICATE & DEDICATION

MOUNTAIN SPA RESIDENTIAL DEVELOPMENT, L.L.C. A NEVADA LIMITED LIABILITY COMPANY, MOUNTAIN SPA DESERT DEVELOPMENT, LLC A DELAWARE LIMITED LIABILITY COMPANY AND MOUNTAIN SPA LLC, A COLORADO LIMITED LIABILITY COMPANY, AS "OWNER" DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE PARCEL OF LAND WHICH IS SHOWN

MOUNTAIN SPA

AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND DO HEREBY OFFER AND GRANT ALL PUBLIC EASEMENTS AS INDICATED AND OUTLINED HEREON TO THE CITY OF LAS VEGAS FOR THE USE OF THE PUBLIC

FURTHERMORE, THE UNDERSIGNED OWNERS HEREBY GRANT AND CONVEY TO SPRINT SOUTHWEST GAS CORPORATION, LAS VEGAS VALLEY WATER DISTRICT AND COX COMMUNICATIONS LAS VEGAS, INC., AND TO THEIR RESPECTIVE SUCCESSORS AND ASSIGNS A FIVE FOOT WIDE EASEMENT ON ALL PROPERTY LINES THAT ABUT PRIVATE STREETS, TO INCLUDE ACCESS TO UNDERGROUND TELEPHONE EQUIPMENT PEDESTALS AND TO NEVADA POWER COMPANY A 10 FOOT WIDE EASEMENT CONTIGUOUS TO AND/OR ONTOP OF PUBLIC UTILITY EASEMENTS ADJACENT TO THE RIGHT WAYS OF SIDEWALK EXISTS, THE WIDTH OF SAID EASEMENT SHALL BE DEFINED BY A LINE RUNNING PARALLEL TO AND THEREBY OUTLINED, UNOBSTRUCTED AT MAIN BOXES FROM THE BACK OF CURB, WHEN THERE IS NO PUBLIC UTILITY EASEMENT, UNLESS OTHERWISE AGREEMENTS SHALL BE DEFINED. A 10 FOOT RADIUS PUBLIC TO AND THEREFOR EASEMENT, HOWEVER, MAY BE REDUCED AT RIGHT ANGLES, AROUND THE CURB AND SIDEWALK RETURNS ON ALL PROPERTY LINE CORNERS AT INTERSECTING STREETS. ALL LOTS FRONTING ON CURVED STREETS SHALL HAVE THE SIDE LOT LINES RADIAL TO THE STREET. ALL LOTS FRONTING ON CUL-DE-SACS SHALL HAVE A MINIMUM FRONTAGE OF 30 FEET, MEASURED ALONG THE ARC OF THE CUL-DE-SAC. ALL LOTS FRONTING ON KNUCKLES SHALL HAVE A MINIMUM FRONTAGE OF 40 FEET, MEASURED ALONG THE ARC OF THE KNUCKLE. ALL LOTS FRONTING ON ELBOWS SHALL HAVE A MINIMUM FRONTAGE OF 50 FEET, MEASURED ALONG THE ARC OF THE ELBOW. ALL LOTS FRONTING ON CUL-DE-SACS, KNUCKLES OR ELBOWS SHALL HAVE A MINIMUM WIDTH OF 80 FEET, MEASURED AT THE FRONT SETBACK LINE. ALL LOTS SHALL HAVE A MINIMUM DEPTH OF 100 FEET. ALL LOTS ADJACENT TO THE PERIMETER OF THE SUBDIVISION SHALL HAVE A MINIMUM DEPTH OF 110 FEET. ALL LOTS ADJACENT TO THE INTERSECTION OF EXISTING PUBLIC STREETS SHALL HAVE A MINIMUM DEPTH OF 110 FEET. ALL LOTS ADJACENT TO THE INTERSECTION OF PROPOSED PUBLIC STREETS SHALL HAVE A MINIMUM DEPTH OF 110 FEET. ALL LOTS ADJACENT TO THE INTERSECTION OF PROPOSED AND EXISTING PUBLIC STREETS SHALL HAVE A MINIMUM DEPTH OF 110 FEET. ALL LOTS ADJACENT TO THE INTERSECTION OF PROPOSED AND EXISTING PUBLIC STREETS SHALL HAVE A MINIMUM DEPTH OF 110 FEET. ALL LOTS ADJACENT TO THE INTERSECTION OF PROPOSED AND EXISTING PUBLIC STREETS SHALL HAVE A MINIMUM DEPTH OF 110 FEET.

TO TOP FEET IN RADIUS FROM EACH FIRE HYDRANT AND SINGLE LIGHT TO EXTEND BEYOND THE FIVE-FOOT EASEMENT IF NECESSARY TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS THEREFROM

MOUNTAIN SPA RESIDENTIAL DEVELOPMENT, LLC A NEVADA LIMITED LIABILITY COMPANY

JACK SOMMER, MANAGER/PRESIDENT — 12/6/01 DATE

MOUNTAIN SPA DESERT DEVELOPMENT, LLC A NEVADA LIMITED LIABILITY COMPANY

JACK SOMMER, MANAGER/PRESIDENT — 12/6/01 DATE

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } ss

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 6, 2001
BY JACK SOMMER AS MANAGER/PRESIDENT OF MOUNTAIN SPA RESIDENTIAL DEVELOPMENT LLC A NEVADA LIMITED LIABILITY COMPANY AND MOUNTAIN SPA RESORT DEVELOPMENT LLC A NEVADA LIMITED LIABILITY COMPANY

[signature]

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES 11/12/05

CERTIFICATE OF EASEMENT RECIPIENTS

WE, THE HEREIN NAMED EASEMENT RECIPIENTS APPROVE THE GRANT OF THE DESIGNATED EASEMENTS

[signature] 11/29/01
LAS VEGAS VALLEY WATER DISTRICT MARY LAMB — DATE

[signature] 11/21/01
SOUTHWEST GAS CORPORATION STEPHEN JONES — DATE

[signature] 12/5/01
NEVADA POWER COMPANY JAMES FOLEY — DATE

[signature] 11-28-01
SPRINT PATRICK J. RICHARDSON — DATE

[signature] 12/3/01
COX COMMUNICATIONS LAS VEGAS, INC. MARSHA THATCHER — DATE

[signature] 12-11-2001
CITY OF LAS VEGAS CHARLES KAMINSKI — DATE

SURVEYOR'S CERTIFICATE

I, FREDERICK W. URBAN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA CERTIFY THAT

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MOUNTAIN SPA RESIDENTIAL DEVELOPMENT, LLC A NEVADA LIMITED LIABILITY CORPORATION;
2. THE LANDS SURVEYED LIE WITHIN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON AUGUST 31, 1994;
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL;
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT DURABILITY.

DESCRIPTION OF THIS SUBDIVISION MAP EXPANDS A PORTION OF EASEMENT FROM THE 100 YEAR WATER SURFACE AS SET BY

LOT/BLOCK	ACRE FEET/YEAR

[signature] 11/29/01
FREDERICK W. URBAN
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 7241

LEGAL DESCRIPTION

BEING PARCEL 2, AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 94 OF PARCEL MAPS AT PAGE 12, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT CERTAIN AMENDED PARCEL MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 100 OF PARCEL MAPS AT PAGE 88 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOGETHER WITH COMMON LOT "I" AS SHOWN ON THAT CERTAIN MAP KNOWN AS "MOUNTAIN SPA - PARCEL 1" ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 93 OF PLATS, AT PAGE 12.

TOGETHER WITH THAT PORTION OF MOUNTAIN SPA DRIVE AS PRIVATE STREET, SITUATE IN SAID SECTION 10 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 10, AS MARKED BY A 1/2" REBAR WITH CAP STAMPED "PLS 8282" SAME BEING THE CENTERLINE INTERSECTION OF RAMPART BOULEVARD (100 FEET WIDE) AND BUFFALO ROAD (100 FEET WIDE), THE POINT OF BEGINNING;

THENCE NORTH 89°54'47" WEST, DEPARTING SAID CENTERLINE, 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BUFFALO ROAD AS SHOWN ON SAID PARCEL MAP AND THE POINT OF BEGINNING;

THENCE NORTH 89°54'47" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, 50.00 FEET TO THE CENTERLINE INTERSECTION OF RAMPART BOULEVARD AND BUFFALO ROAD AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 89°54'47" WEST, DEPARTING SAID CENTERLINE, 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID BUFFALO ROAD AS SHOWN ON SAID PARCEL MAP;

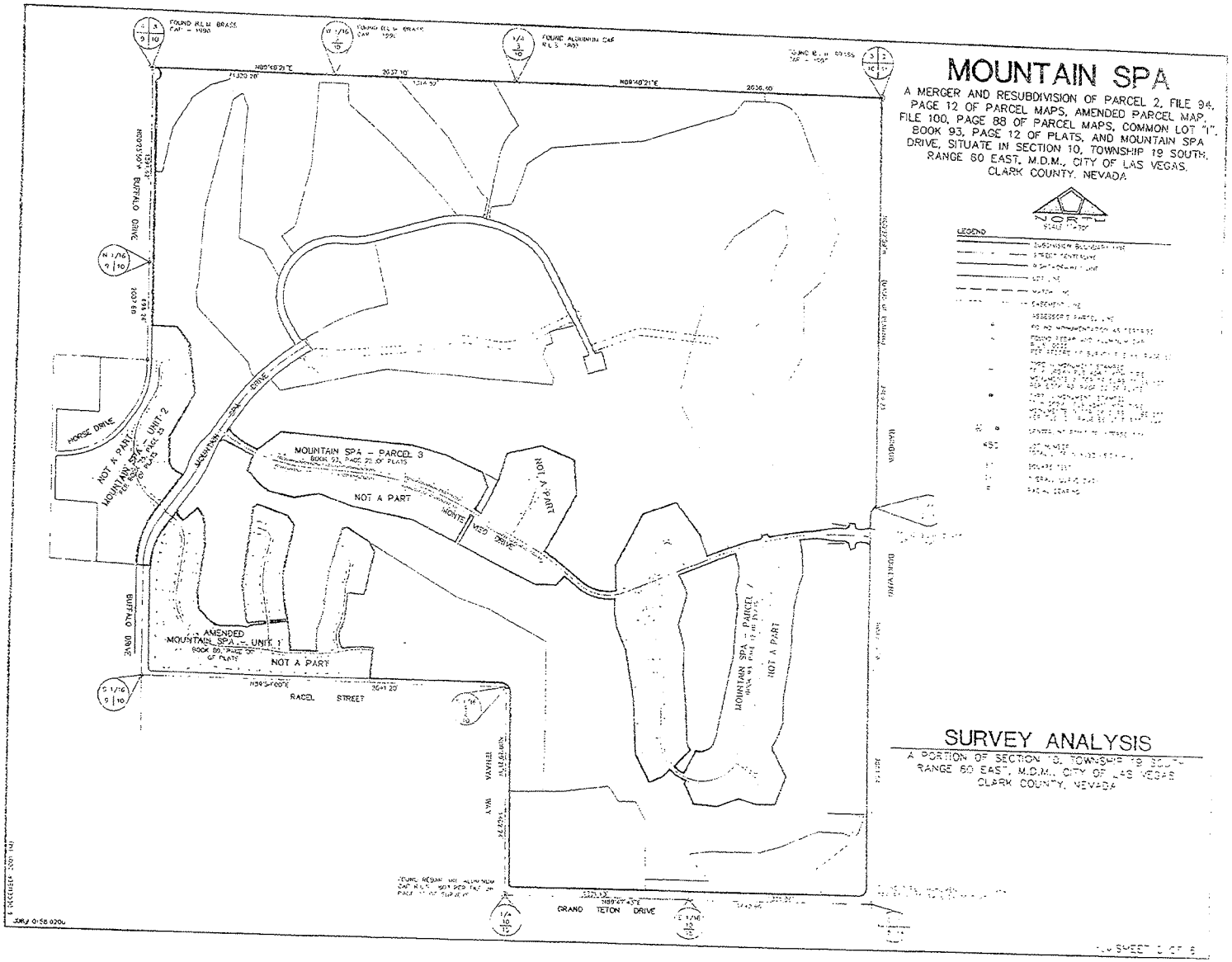
THENCE NORTH 00°05'13" EAST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'48", NORTHWESTERLY 39.27 FEET;

THENCE NORTH 89°54'47" WEST, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 200.00 FEET;

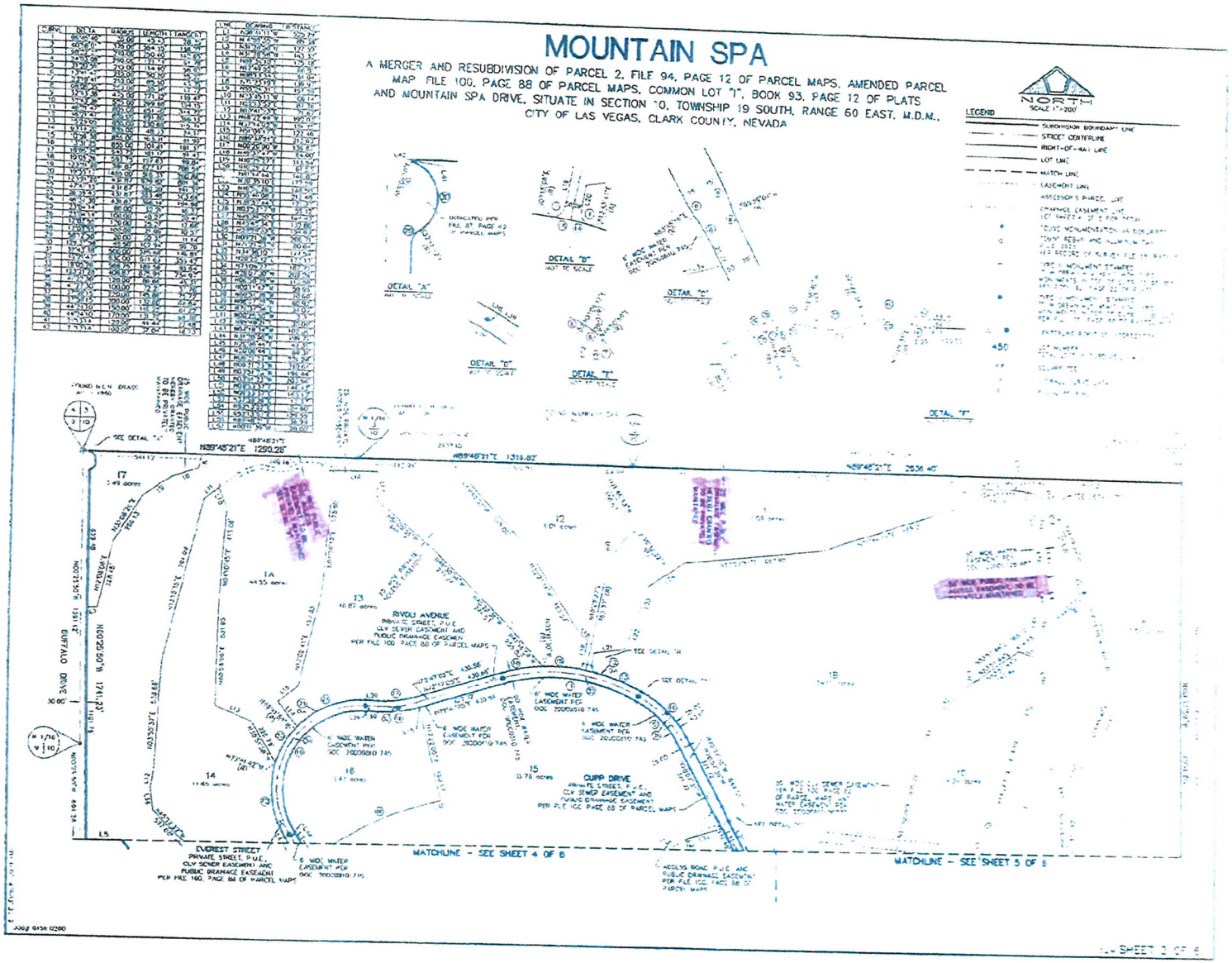
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'48", NORTHWESTERLY 314.15 FEET;

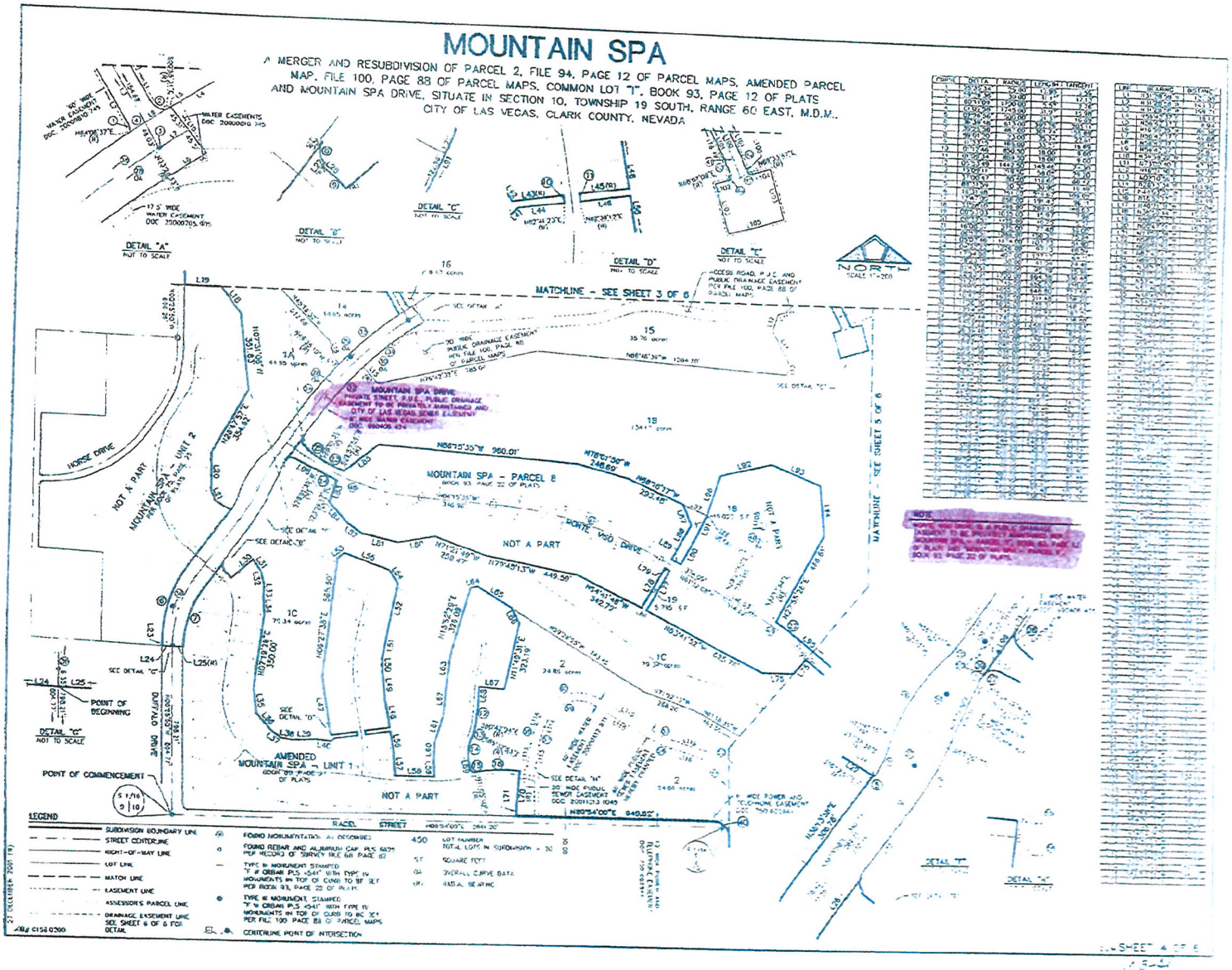
THENCE NORTH 00°05'13" EAST


MOUNTAIN SPA
A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP, FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "I", BOOK 93, PAGE 12 OF PLATS, AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
SCALE 1"=200'
LEGEND
MOUNTAIN SPA – PARCEL 3
BOOK 93, PAGE 21 OF PLATS
NOT A PART
AMENDED MOUNTAIN SPA – UNIT 1
BOOK 80, PAGE 39 OF PLATS
MOUNTAIN SPA – UNIT 2
BOOK 80, PAGE 33 OF PLATS
MOUNTAIN SPA – PARCEL 1
BOOK 93, PAGE 12 OF PLATS
HORSE DRIVE
MOUNTAIN SPA DRIVE
BUFFALO DRIVE
RACEL STREET
GRAND TETON DRIVE
SURVEY ANALYSIS
A PORTION OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

MOUNTAIN SPA

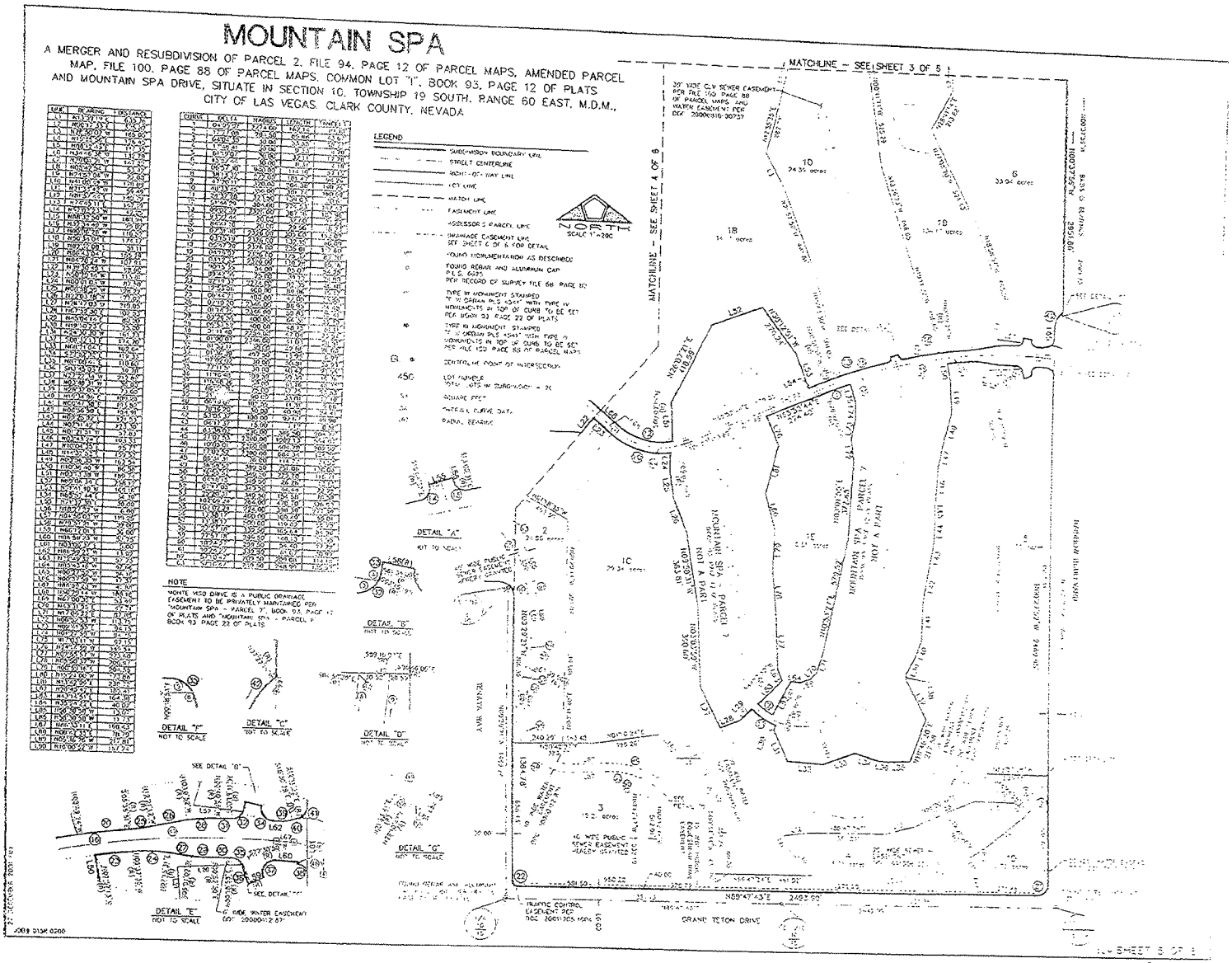
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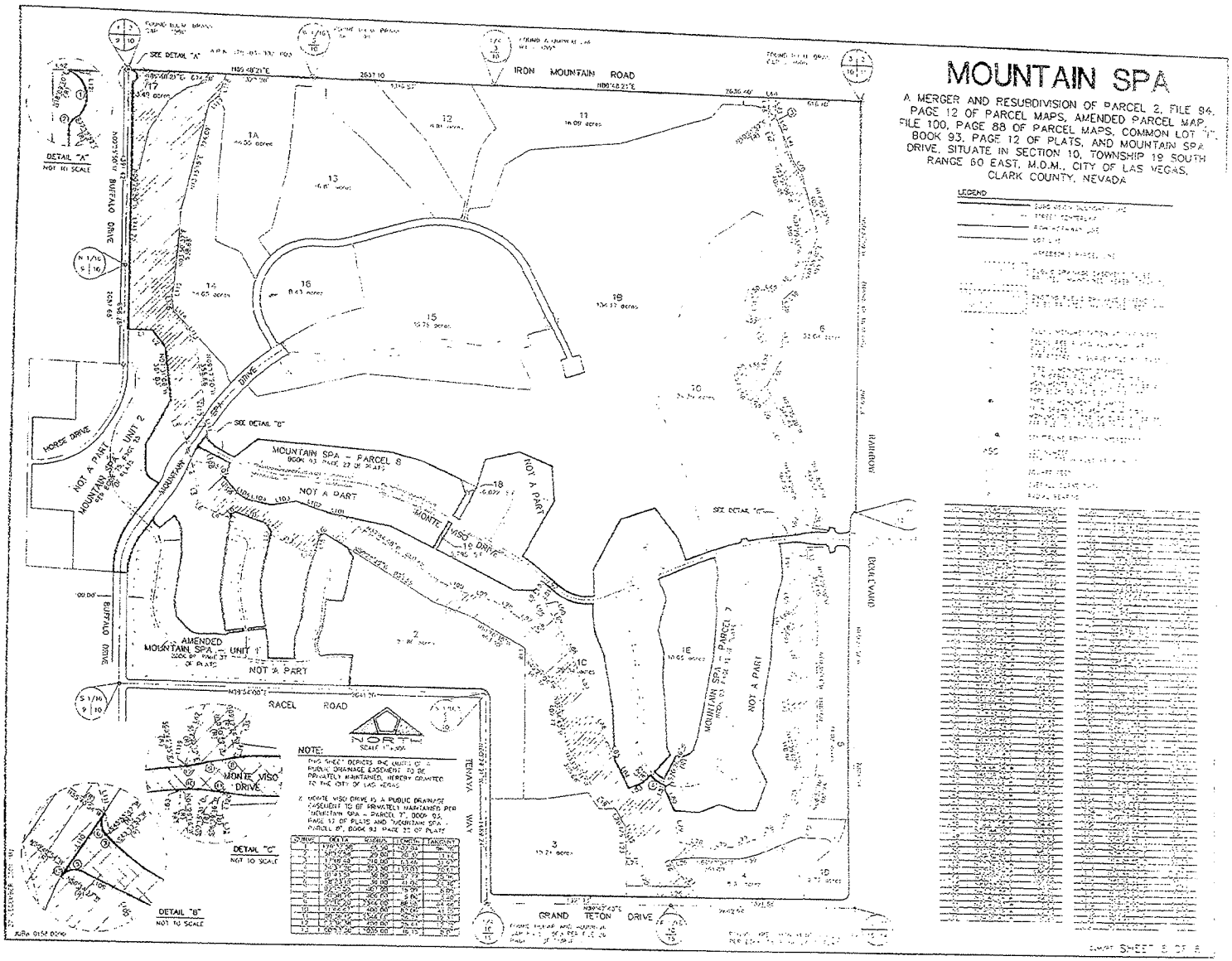



MOUNTAIN SPA
A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP, FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "I", BOOK 93, PAGE 12 OF PLATS AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
MATCHLINE - SEE SHEET 3 OF 6
MATCHLINE - SEE SHEET 5 OF 6
MOUNTAIN SPA DRIVE
MOUNTAIN SPA - PARCEL 8
AMENDED MOUNTAIN SPA - UNIT 1
MOUNTAIN SPA - UNIT 2
HORSE DRIVE
DURANGO DRIVE
POINT OF BEGINNING
POINT OF COMMENCEMENT
NOT A PART
DETAIL "A"
DETAIL "B"
DETAIL "C"
DETAIL "D"
DETAIL "E"
DETAIL "F"
DETAIL "G"
NORTH
SCALE 1"=200'
LEGEND
SUBDIVISION BOUNDARY LINE
STREET CENTERLINE
RIGHT-OF-WAY LINE
LOT LINE
MATCH LINE
EASEMENT LINE
ASSESSOR'S PARCEL LINE
DRAINAGE EASEMENT LINE
SEE SHEET 6 OF 6 FOR DETAIL
FOUND MONUMENTATION AS DESCRIBED
FOUND REBAR AND ALUMINUM CAP, PLS 6629 PER RECORD OF SURVEY FILE 68 PAGE 62
TYPE III MONUMENT STAMPED "I" IN ORIGINAL PLS 5547 WITH TYPE IV MONUMENTS IN TOP OF CURB TO "I" PER BOOK 93, PAGE 12 OF PLATS
TYPE III MONUMENT STAMPED "I" IN ORIGINAL PLS 5547 WITH TYPE IV MONUMENTS IN TOP OF CURB TO BC 3CT PER FILE 100 PAGE 88 OF PARCEL MAPS
CENTERLINE POINT OF INTERSECTION
450 LOT NUMBER TOTAL LOTS IN SUBDIVISION = 20
SF SQUARE FEET
OA OVERALL CURVE DATA
(R) RADIAL BEARING
SHEET 4 OF 6

MOUNTAIN SPA

A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP, FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "I", BOOK 93, PAGE 12 OF PLATS AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA





MOUNTAIN SPA

A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP, FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "I", BOOK 93, PAGE 12 OF PLATS, AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

LEGEND

SHEET 5 OF 8

Department of Planning
DEPUTY DIRECTOR
KAREN DUDDLESTEN

NUISANCE NOTICE AND ORDER

September 21, 2015

Desert Lifestyles, LLC
PO Box 11480
Beverly Hills, CA 90213

Attn: Ronald Richards

RE: Silverstone Golf Course- 8600 Cupp Dr. or
APN: 125-10-510-007
125-10-811-011
125-10-811-020
125-10-110-009
125-10-712-005
125-10-110-014

NUSIANCE NOTICE AND ORDER TO COMPLY

Dear Mr. Richards:

The records of the Clark County, Nevada Assessors Office indicate that you are Registered Agent for the owner of record Desert Lifestyles, LLC, of the property known as Silverstone Golf course, located at 8600 Cupp Dr, Las Vegas, NV, APN's **125-10-510-007, 125-10-811-011, 125-10-811-020, 125-10-110-009, 125-10-712-005, 125-10-110-014.** As the owner of this property, you are responsible for all violations of the Las Vegas Municipal Code that may be found to exist on your property.

LAS VEGAS CITY COUNCIL
MAYOR CAROLYN G. GOODMAN
MAYOR PRO TEM STEVEN D. ROSS LOIS TARKANIAN STEVEN D. ROSS
RICKI Y. BARLOW BOB COFFIN BOB BEERS STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS 495 S. MAIN STREET LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 FAX 702.382.4341 TTY 702.386.9108 www.lasvegasnevada.gov

The following conditions have been identified as violations:

1) Refuse and Waste in areas viewed from public right of way.
   (LVMC 9.04.010 (5) Refuse and Waste).
2) High weed vegetation over 8" high in areas viewed from public right of way..
   (LVMC 9.04.010 (7)(a) High Vegetation)
3) Water Ponds not being circulated properly to prevent becoming polluted, stagnant and areas of mosquito breeding.
   (LVMC 9.04.010 (3) Polluted Water)
4) Private Drainage Easements not being maintained free of refuse, waste, debris that could block drainage areas. Required Drainage Easements not being properly maintained due to lack of irrigation of golf course turf areas. See included map of Silver Stone Golf Course Drainage Easement Map.
   (LVMC 9.04.010 (5) Flood Control Violation; LVMC 20.04.050)
5) Lack of maintenance in all golf course areas.
   (LVMC 19.06.040 (F) Maintenance)
6) Broken irrigation equipment.
   (LVMC 16.02.010 Uniform Administrative Code and Supplement adopted. Section 301.01 Permits Required)

You are hereby notified as the owner/agent of the referenced property that you are in violation of Las Vegas Municipal Code (LVMC), Title 9 Nuisance, Title 19 Zoning, and Title 20 identified above. The above listed violations must be corrected and City inspection approval of all required corrective work must be obtained. Accordingly, the following corrective work and compliance deadlines are hereby established:

1. **Remove all refuse and waste from all areas;** refuse, waste, landscaping pots, paper, bags, etc. from all areas within public view and from private drainage easement areas; This is to be completed **no later than 5:30 p.m. on October 2, 2015**;
2. **Remove all high weed vegetation from all areas within** public view areas and from private drainage easement areas; This is to be completed **no later than 5:30 p.m. on October 2, 2015**;
3. **Remove all polluted stagnant water from all ponds or turn on irrigation pumps to keep water circulating.** Failure to correct this issue will result in the City removing the water from these areas and assessing the costs of removal to property owner. The water in these pond areas are creating a public health hazard by allowing the areas to be utilized as a possible breeding area for mosquitos. This is to be completed **no later than 5:30 p.m. on September, 24 2015**;
4. **Failure to maintain the golf course turf that is part of the public drainage easement to be privately maintained may be a violation of the approved Drainage Study for the golf course and related subdivisions. Failure to comply with the approved Drainage Study may be a violation of a**

Condition of Development for the golf course and related subdivisions. In addition, the failure to maintain the drainage easement (which is a major regional flood control facility) may impact the upstream and downstream drainage facilities and area development and subject Desert Lifestyles, LLC to significant liability for damage to public and private facilities. Maintain area by returning irrigation and watering all turf areas, and remove all refuse, waste, and debris from the private drainage easement areas. This is to be completed **no later than 5:30 p.m. on October 2, 2015**;

5. All landscaping to be maintained in a healthy and vigorous living condition; return irrigation and maintain with any required action to prevent overgrowth. This is to be completed **no later than 5:30 p.m. on October 2, 2015**;
6. All broken irrigation equipment is to be repaired. If major repairs or demolition work is needed to be completed a plumbing permit is required. You may obtain a permit from Department of Building and Safety located at 333 N. Rancho Dr. You may contact them at 702-229-6251. This is to be completed **no later than 5:30 p.m. on October 2, 2015**.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection.

In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. Penalties are assessed as follows:

2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; 4th re-inspection and additional re-inspections will be assessed a $180 re-inspection fee + a civil penalty. Residential ($500) or Commercial ($750)

You are hereby ordered to correct the nuisance conditions noted within the previously stated deadlines. If you do not correct the violations by the specified date and time, the City may issue a misdemeanor citation for violations for each and every date the violations exists, with a penalty of up to Five Hundred Dollars ($500) or fine of up to six (6) months in jail or both for each violation.

If you disagree with this Notice and Order, then within ten days after service of the Notice and Order, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or the City Council's designee, with a right of final appeal to the City Council. The decision of the City Council or the City Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or

responsible party failing to appeal as provided in this section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such a nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact Code Enforcement Supervisor Vicki Ozuna at (702) 229-4915 concerning your intentions with regards to the referenced property at your earliest convenience.

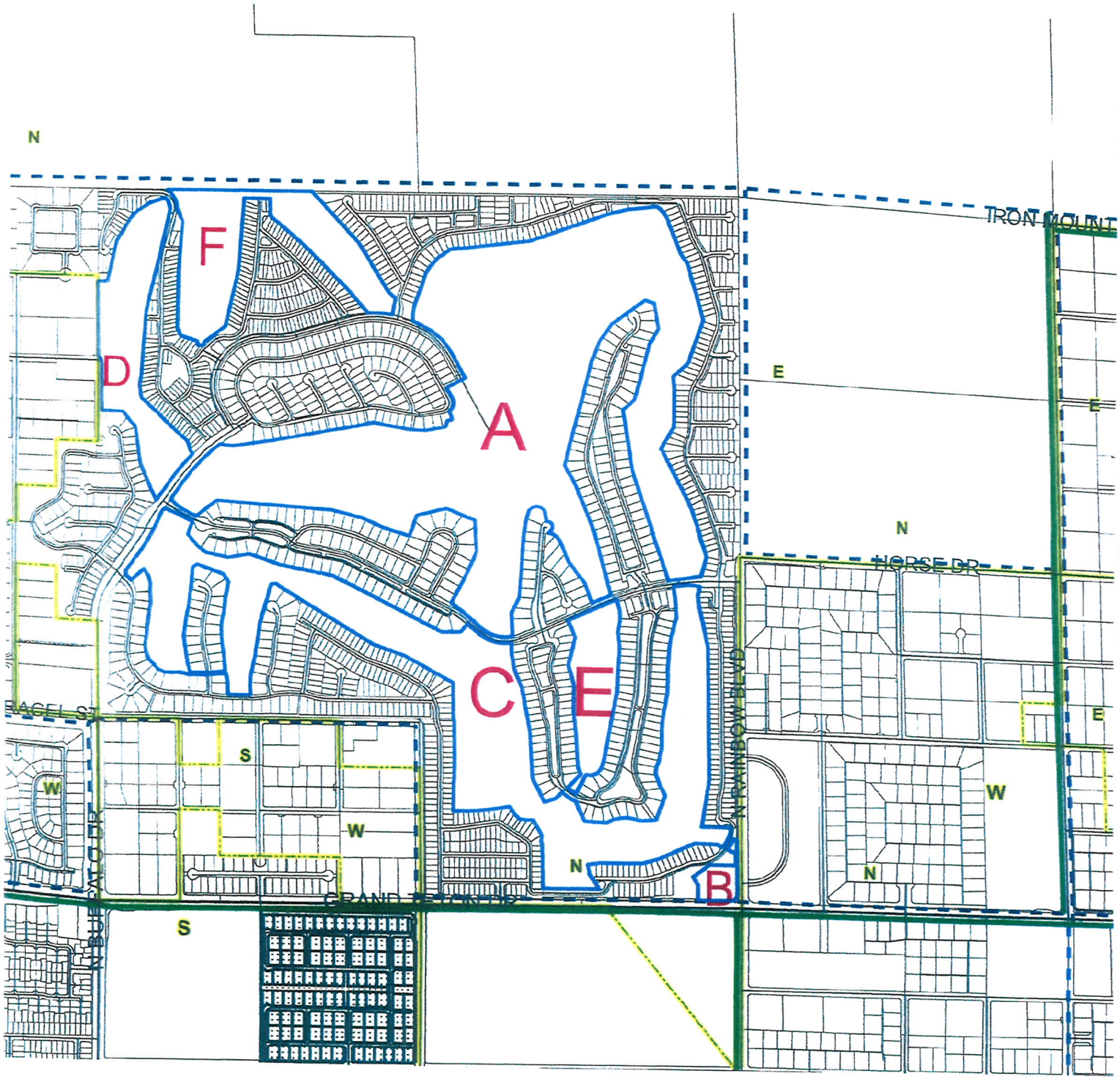
Sincerely,

Karen L. Duddlesten

Karen Duddlesten, Deputy Director
Code Enforcement Division
Department of Planning

cc: Ronald Richards, 9255 Doheny Rd. Ste. 602, West Hollywood, CA 90069

Attachment: Map of all Parcels
Silver Stone Golf Course Drainage Easement Map



Code Enforcement Cases
& Property Information
Key

A. Case # 159156
APN#125-10-510-007
8600 CUPP

B. Case # 159393
125-10-811-011

C. Case # 159394
125-10-811-020

D. Case # 159396
125-10-110-009

E. Case # 159397
125-10-712-005

F. Case # 159398
125-10-110-014

2002 0115

2 of 2

MOUNTAIN SPA

A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP, FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "I", BOOK 93, PAGE 12 OF PLATS AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } ss

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 11/13/01
BY LEONARD VOGEL AS MANAGER/PRESIDENT OF
TOLL-SO PEBBLE MOUNTAIN SPA LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES 11/15/2004

OWNER'S CERTIFICATE & DEDICATION

MOUNTAIN SPA RESIDENTIAL DEVELOPMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY, MOUNTAIN SPA RESORT DEVELOPMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY AND SUNRIDGE/TOLL MOUNTAIN SPA LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE MAP OF

MOUNTAIN SPA

AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND DO HEREBY OFFER AND GRANT ALL PUBLIC EASEMENTS AS INDICATED AND OUTLINED HEREON TO THE CITY OF LAS VEGAS FOR THE USE OF THE PUBLIC.

FURTHERMORE, THE UNDERSIGNED OWNERS HEREBY GRANT AND CONVEY TO SOUTHWEST GAS CORPORATION, LAS VEGAS VALLEY WATER DISTRICT AND COX COMMUNICATIONS LAS VEGAS, INC. AND TO THEIR RESPECTIVE SUCCESSORS AND ASSIGNS A FIVE FOOT (5') EASEMENT ON ALL PROPERTY LINES THAT ABUT PRIVATE STREETS, TO INCLUDE ACCESS TO, MAINTENANCE OF AND CONSTRUCTION OF UNDERGROUND TELEPHONE EQUIPMENT PADS, AND TO NEVADA POWER COMPANY A SEVEN FOOT (7') EASEMENT CONTIGUOUS TO AND/OR OUTSIDE OF PUBLIC OR PRIVATE STREETS FOR ABOVE GROUND TRANSFORMERS, PEDESTALS, METER HOUSINGS, AND OTHER UNDERGROUND EQUIPMENT. WHERE THE SIDEWALK EXCEEDS FIVE FEET (5') IN WIDTH, THE WIDTH OF SAID EASEMENT SHALL BE INCREASED BY A LIKE AMOUNT. WHERE LOT LINES ARE CURVILINEAR, THE EASEMENT SHALL BE DEFINED BY A LINE RUNNING PARALLEL TO AND FIVE FEET (5') DISTANT, RADIALLY, FROM THE CHORD OF EACH LOT FRONTAGE. WHERE LOT LINES ARE RADIAL, THE EASEMENT SHALL BE DEFINED BY A LINE RUNNING PARALLEL TO AND FIVE FEET (5') DISTANT, RADIALLY, FROM THE CHORD OF THE ARC OF EACH LOT FRONTAGE. WHERE LOT LINES ARE RADIAL ON CURVILINEAR PRIVATE STREETS, THE EASEMENT SHALL BE DEFINED BY A LINE RUNNING PARALLEL TO AND FIVE FEET (5') DISTANT, RADIALLY, FROM THE CHORD OF THE ARC OF EACH LOT FRONTAGE ON THE OUTSIDE RADIUS OF THE STREET. WHERE LOT LINES ARE RADIAL ON CURVILINEAR PUBLIC STREETS, THE EASEMENT SHALL BE DEFINED BY A LINE RUNNING PARALLEL TO AND FIVE FEET (5') DISTANT, RADIALLY, FROM THE CHORD OF THE ARC OF EACH LOT FRONTAGE ON THE OUTSIDE RADIUS OF THE STREET.

FURTHERMORE, THE UNDERSIGNED OWNERS HEREBY GRANT AND CONVEY TO THE CITY OF LAS VEGAS AND TO ITS SUCCESSORS AND ASSIGNS A FIVE FOOT (5') PUBLIC EASEMENT, CONTIGUOUS TO AND ADJACENT TO ALL PUBLIC STREETS SHOWN HEREON, FOR THE PURPOSE OF PLACING PUBLIC FIRE HYDRANTS AND STREETLIGHTS, AND ANY OTHER GAS, WATER, SEWER OR ELECTRICAL FACILITIES NECESSARY FOR THE PROVISION OF PUBLIC SERVICE, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS THEREFROM.

FURTHERMORE, THE UNDERSIGNED OWNERS HEREBY GRANT AND CONVEY TO THE CITY OF LAS VEGAS AND TO ITS SUCCESSORS AND ASSIGNS A FIVE FOOT (5') PUBLIC EASEMENT, CONTIGUOUS TO AND ADJACENT TO ALL PRIVATE STREETS SHOWN HEREON, FOR THE PURPOSE OF PLACING PUBLIC FIRE HYDRANTS AND STREETLIGHTS, AND ANY OTHER GAS, WATER, SEWER OR ELECTRICAL FACILITIES NECESSARY FOR THE PROVISION OF PUBLIC SERVICE, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS THEREFROM.

MOUNTAIN SPA RESIDENTIAL DEVELOPMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY

JACK SOMMER, MANAGER/PRESIDENT — DATE 12/6/01

SUNRIDGE/TOLL MOUNTAIN SPA LLC, A DELAWARE LIMITED LIABILITY COMPANY

VICE PRESIDENT — DATE 11/13/01

MOUNTAIN SPA RESORT DEVELOPMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY

JACK SOMMER, MANAGER/PRESIDENT — DATE 12/6/01

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } ss

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 6, 2001
BY JACK SOMMER AS MANAGER/PRESIDENT OF MOUNTAIN SPA RESIDENTIAL DEVELOPMENT, LLC A NEVADA LIMITED LIABILITY COMPANY AND MOUNTAIN SPA RESORT DEVELOPMENT, LLC A NEVADA LIMITED LIABILITY COMPANY

Lisa Christies
NOTARY PUBLIC

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES 1/12/05

CERTIFICATE OF EASEMENT RECIPIENTS

WE, THE HEREIN NAMED EASEMENT RECIPIENTS, APPROVE THE GRANT OF THE DESIGNATED EASEMENTS.

LAS VEGAS VALLEY WATER DISTRICT, MARY LUISE — DATE 11/27/01

SOUTHWEST GAS CORPORATION, STEPHEN JONES — DATE 11/27/01

NEVADA POWER COMPANY, JAMES C. DEERE — DATE 11/5/01

SPRINT, BY: RICK C. RICHARDSON — DATE 11-28-01

COX COMMUNICATIONS LAS VEGAS, INC., MARSHA TEMPLETON — DATE 12/4/01

CITY OF LAS VEGAS, SAMUEL LIM — DATE 12-11-2001

SURVEYOR'S CERTIFICATE

I, FREDERICK W. OPRAM, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MOUNTAIN SPA RESIDENTIAL DEVELOPMENT, LLC A NEVADA LIMITED LIABILITY CORPORATION;
2. THE LANDS SURVEYED LIE WITHIN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON AUGUST 14, 1998;
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL;
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT DURABILITY.

DESCRIPTION OF THOSE SUBDIVISION MAP IMPROVEMENTS CONSTRUCTED PRIOR TO RECORDATION OF THIS SUBDIVISION MAP

LOT / BLOCK	ACRE FEET / YEAR

FREDERICK W. OPRAM
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 10121

11/13/01

LEGAL DESCRIPTION

BEING PARCEL 2, AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 94 OF PARCEL MAPS AT PAGE 12, IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT CERTAIN AMENDED PARCEL MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 100 OF PARCEL MAPS AT PAGE 88, IN SAID SECTION 10.

TOGETHER WITH COMMON LOT "I", AS SHOWN ON THAT CERTAIN MAP KNOWN AS "MOUNTAIN SPA - A PARCEL MAP" ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 93 OF PLATS AT PAGE 12.

TOGETHER WITH THAT PORTION OF MOUNTAIN SPA DRIVE AS PRIVATE STREET, SITUATE IN SAID SECTION 10, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 10, MARKED BY A FOUND 1/2" REBAR AND CAP STAMPED "LS 6236", SAME BEING THE CENTERLINE INTERSECTION OF SUNRIDGE HEIGHTS ROAD AND ROCKY RIDGE ROAD (80 FEET WIDE), AND PARCEL ROAD (80 FEET WIDE), FROM WHICH THE CENTERLINE INTERSECTION OF SUNRIDGE HEIGHTS ROAD AND PARCEL ROAD BEARS NORTH 00°37'33" WEST, A DISTANCE OF 1320.00 FEET;

THENCE, NORTH 89°43'47" WEST, DEPARTING SAID CENTERLINE, 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MOUNTAIN SPA DRIVE AT ROCKY RIDGE STREET, THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES: NORTH 00°37'33" WEST, 11.58 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE THROUGH A RADIUS OF 631.00 FEET, NORTHEASTERLY 123.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°12'16" TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET; NORTHEASTERLY 123.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°33'16" TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET; NORTHEASTERLY 123.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°33'16" TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 974.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 15°49'10" WEST; (5) NORTHEASTERLY 309.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°10'58" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 56°53'48" WEST; (6) NORTHEASTERLY 39.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT OF TANGENCY; (7) NORTH 33°06'12" EAST, 15.00 FEET; (8) SOUTH 56°53'48" EAST, 10.00 FEET; (9) NORTH 33°06'12" EAST, 17.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1936.00 FEET; NORTHEASTERLY 15.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°26'52" TO A POINT OF NON-TANGENCY; THENCE NORTH 89°43'47" WEST, 165.31 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET; NORTHWESTERLY 164.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°08'57" TO A SOUTH 26°35'09" WEST, 50.00 FEET; THENCE SOUTH 50°46'02" EAST, 5.00 FEET; THENCE SOUTH 39°13'58" WEST, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; SOUTHWESTERLY 30.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°50'32" TO A POINT OF NON-TANGENCY; THENCE NORTH 89°43'47" WEST, BEARING ON A RADIAL LINE, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.01 ± ACRES

BASIS OF BEARINGS

NORTH 00°37'33" WEST, BEING THE BEARING OF THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 94 OF PARCEL MAPS AT PAGE 12.

CITY SURVEYOR'S CERTIFICATE

I, RITA M. LUMOS, CITY SURVEYOR OF THE CITY OF LAS VEGAS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE FINAL SUBDIVISION MAP OF

MOUNTAIN SPA

AND AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DISTRICT BOARD OF HEALTH CERTIFICATE

DIVISION OF WATER RESOURCES CERTIFICATE

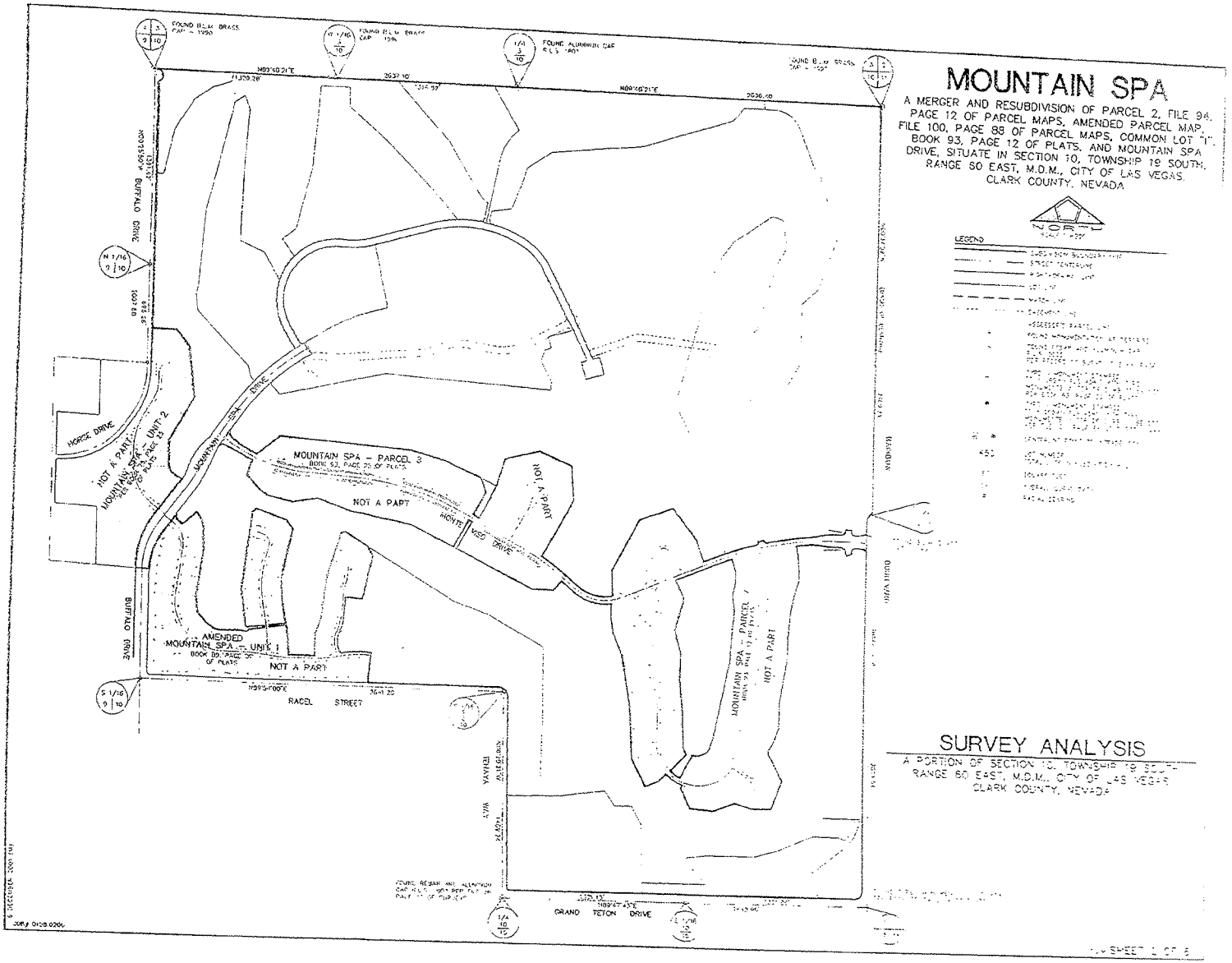
CERTIFICATE OF DIRECTOR OF PLANNING AND DEVELOPMENT APPROVAL

SURVEYOR'S NOTE

RECORDER'S NOTE

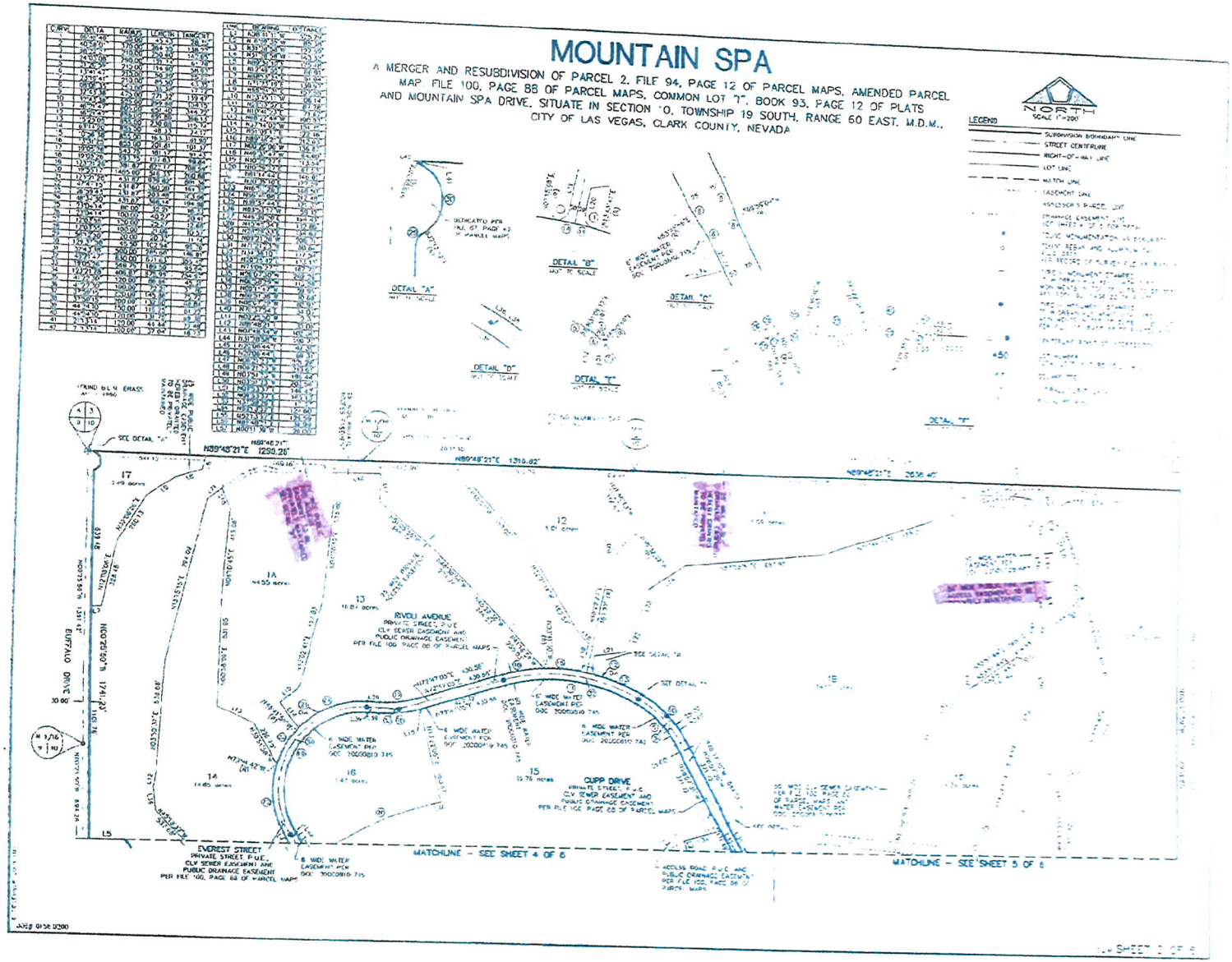
P E N T A C O R E
Surveyors P.C.

SHEET 1 OF 2


MOUNTAIN SPA
A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP, FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "I", BOOK 93, PAGE 12 OF PLATS, AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
NORTH
LEGEND
FOUND BLM BRASS CAP
FOUND BLM BRASS CAP
FOUND ALUMINUM CAP
N89°58'21"E
2637.90
2636.68
BUFFALO DRIVE
HORSE DRIVE
MOUNTAIN SPA DRIVE
MOUNTAIN SPA - UNIT 2
BOOK 93, PAGE 12 OF PLATS
NOT A PART
MOUNTAIN SPA - PARCEL 3
BOOK 93, PAGE 12 OF PLATS
NOT A PART
RIGHTS VESTED
NOT A PART
AMENDED MOUNTAIN SPA - UNIT 1
BOOK 89, PAGE 36 OF PLATS
NOT A PART
MOUNTAIN SPA - PARCEL 1
BOOK 93, PAGE 12 OF PLATS
NOT A PART
RACEL STREET
N89°58'00"E
3641.20
VAHALLA
GRAND TETON DRIVE
N89°47'43"E
SURVEY ANALYSIS
A PORTION OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
SHEET 1 OF 6

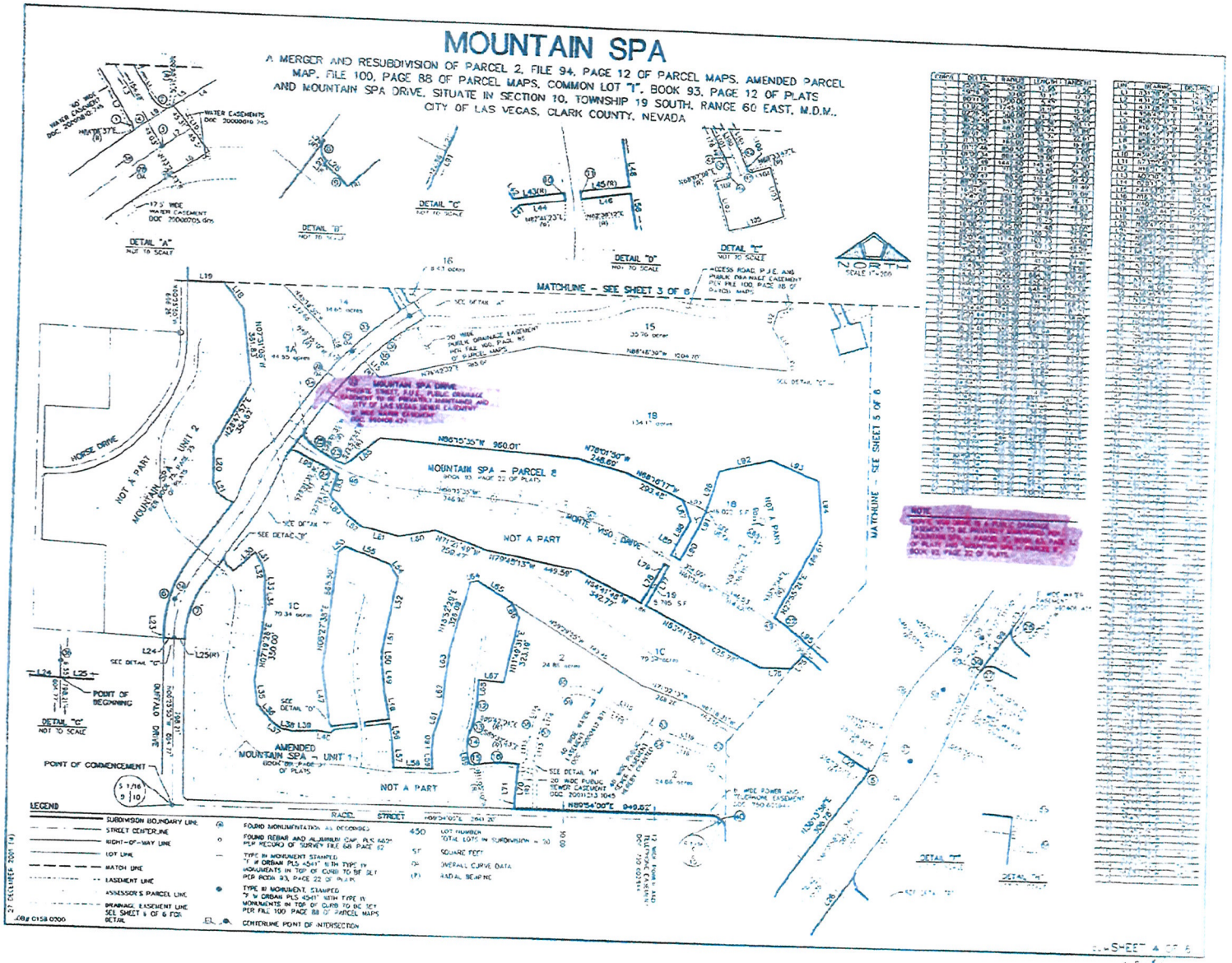
MOUNTAIN SPA

A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "I", BOOK 93, PAGE 12 OF PLATS AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



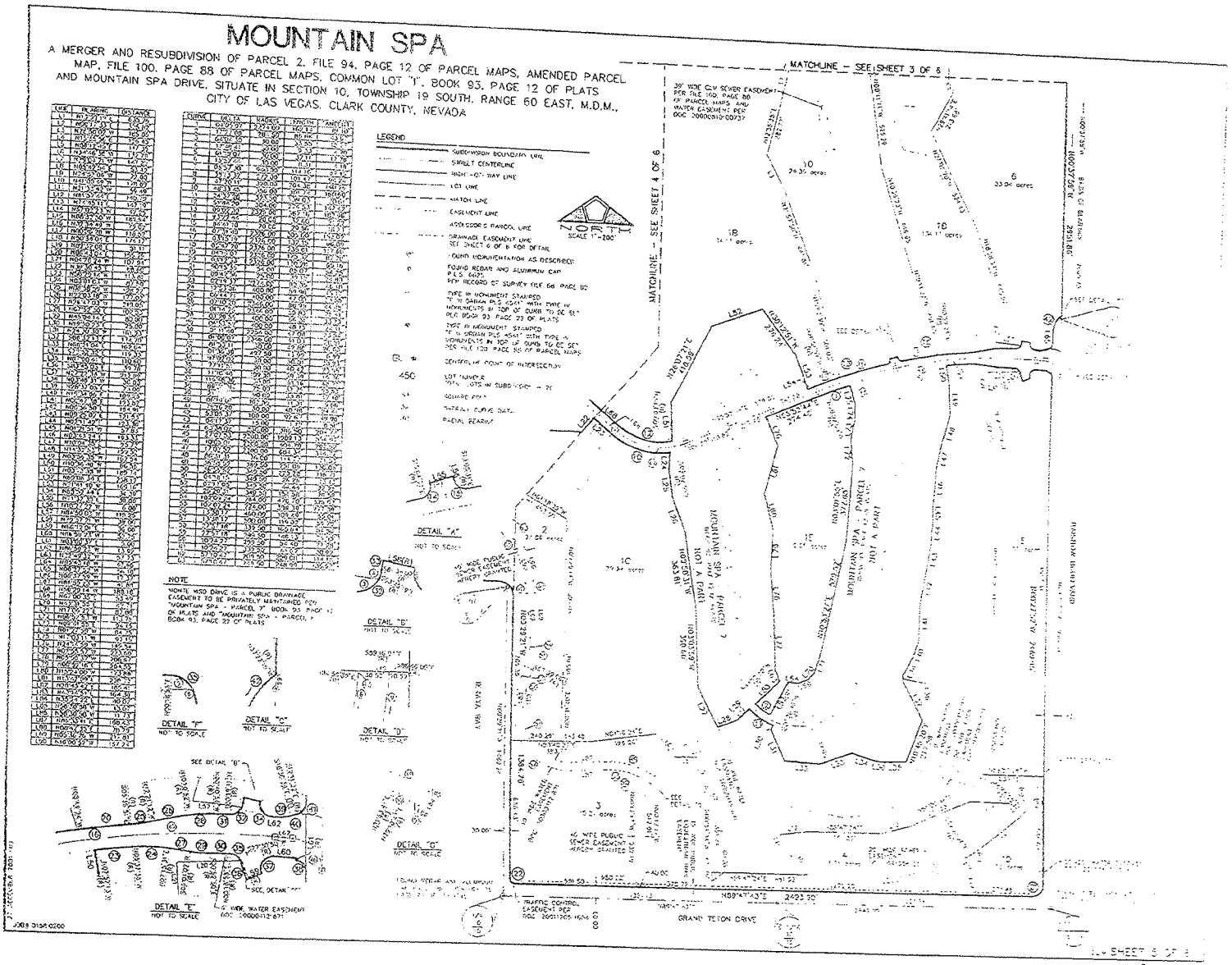
MOUNTAIN SPA

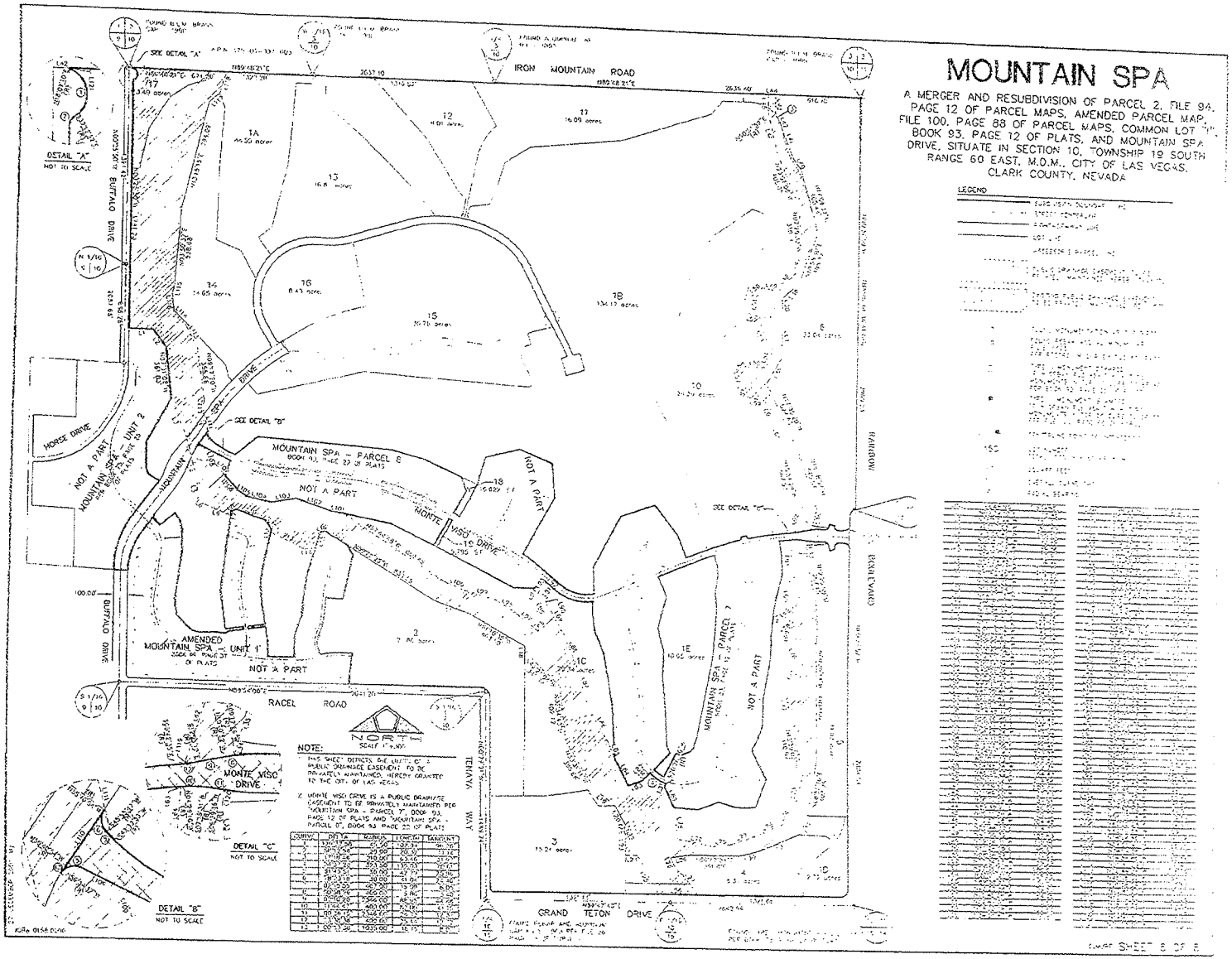
A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP, FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "I", BOOK 93, PAGE 12 OF PLATS AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



MOUNTAIN SPA

A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP, FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "1", BOOK 93, PAGE 12 OF PLATS AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA





MOUNTAIN SPA

A MERGER AND RESUBDIVISION OF PARCEL 2, FILE 94, PAGE 12 OF PARCEL MAPS, AMENDED PARCEL MAP, FILE 100, PAGE 88 OF PARCEL MAPS, COMMON LOT "P", BOOK 93, PAGE 12 OF PLATS, AND MOUNTAIN SPA DRIVE, SITUATE IN SECTION 10, TOWNSHIP 19 SOUTH RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

LEGEND

SHEET 8 OF 8

(4)

Inst #: 20151102-0000379
Fees: $20.00
N/C Fee: $0.00
11/02/2015 09:18:40 AM
Receipt #: 2593892
Requestor:
CITY OF LAS VEGAS, BUILDING
Recorded By: OSA Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

DEPARTMENT OF PLANNING
DEPUTY DIRECTOR
KAREN DUDDLESTEN

NOTICE AND ORDER

APN: 125-10-510-007
Date: September 16, 2015

Case # 159156, 159394, 159396, 159397, 159398

Certified/Regular Mail
Return Receipt Requested

Desert Lifestyles, LLC
PO Box 11480
Beverly Hills, CA 90213

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the properties located at 8600 CUPP DR., Las Vegas, NV, Parcel #(s) 125-10-510-007, 125-10-811-011, 125-10-811-020, 125-10-110-009, 125-10-712-005, 125-10-110-014 that you are in violation of Las Vegas Municipal Code, Title 9 Nuisance, Title 16 Building, and Title 19 Zoning codes, dealing with nuisances, building and zoning violations. **You must correct the following violations by September 25, 2015 at 5:00 p.m.**

The following violations have been verified:
(See attachment for applicable municipal code section descriptions)

19.06.040(F)(4)MAINTENANCE

Case #	Violation Location	Violation Comments
159156	Golf Course	Must maintain all landscaping and grass including watering on the golf course

19.06.040(F)(6)IRRIGATION

Case #	Violation Location	Violation Comments

LAS VEGAS CITY COUNCIL
MAYOR CAROLYN G. GOODMAN
MAYOR PRO TEM STAVROS S. ANTHONY • LOIS TARKANIAN • STEVEN D. ROSS
RICKI Y. BARLOW • BOB COFFIN • BOB BEERS
CITY MANAGER ELIZABETH N. FRETWELL

Return to: CITY OF LAS VEGAS • 495 S. MAIN STREET • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 7-1-1 • www.lasvegasnevada.gov

159156	Golf Course	Must maintain all landscaping and grass including watering on the golf course

9.04.010 (3) POLLUTED WATER

Case #	Violation Location	Violation Comments
159156	All ponds	Must have all pumps and irrigation working properly to all ponds or remove all polluted/stagnant water

9.04.010 (7)(D) DILAPIDATED

Case #	Violation Location	Violation Comments
159156	Golf Course	Must repair/replace any and all broken sprinkler lines/pipes

9.04.010(7)(A) HIGH VEGETATION

Case #	Violation Location	Violation Comments
159156	Golf Course- All parcels	Remove all high weeds from landscape areas

UAC 301.1 PERMITS REQUIRED

Case #	Violation Location	Violation Comments
159156	Golf Course	Must obtain permits for any demolition to golf course, pumps, buildings and obtain permits for any reqiured repair for electrical, plumbing and building issues.

You are hereby ordered to correct the nuisance no later than **September 25, 2015, 5:00 p.m. Re-inspection of the property will occur on September 26, 2015** the eleventh day after the day of mailing, servicing or posting of this Notice and Order.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection.

In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. Penalties are assessed as follows:

2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed;
3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed;
4th re-inspection and additional re-inspections will be assessed a $180 re-inspection fee + a civil penalty. Residential ($500) or Commercial ($750)

If you do not correct these violations within the designated time frame, the City may issue a criminal misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance:

(1) shall be guilty of a misdemeanor citation;
(2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day for residential properties, or seven hundred and fifty ($750) dollars for commercial properties.

Civil penalties may be assessed for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. Any and all unpaid fees are subject to collection and/or liens.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area Code Enforcement Officer **Hageman** at **(702) 229-5031** to supply your current phone number, email address, fax number, or additional mailing address.

If you disagree with the assessment of Code Enforcement, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal.

The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Code Enforcement Officer **Hageman** at **(702) 229-5031** or the Department of Building and Safety, Code Enforcement Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Karen L. Duddlesten

Karen L. Duddlesten, Deputy Director
Code Enforcement Division
Department of Planning

Enclosures: City of Las Vegas General Conditions of Abatement

CC:

RON RICHARDS,

****STAFF REPORT****

CASE SUMMARY AND DOCUMENTATION

Current Property Owner: Stoneridge Parkway, LLC Since 12/18/2015

Code Enforcement's case was initiated September 8, 2015 with previous property owner Desert Lifestyles LLC. Code Enforcement issued a Notice and Order September 15, 2015 advising Desert Lifestyles LLC of the requirement for all of the parcels to be maintained in compliance of the Las Vegas Municipal Code. Concerns at that time were the following:

1. Water ponds to be maintained so not to become polluted, stagnant or breeding areas for mosquito breeding.
2. Private Drainage Easements to be maintained free of refuse, waste or debris that could block drainage areas. Required Drainage Easements were to be irrigated regularly for proper maintenance.
3. Golf Course – all landscaping areas were to be maintained at all times.

Desert Lifestyles LLC maintained the property and as violations arose, they were addressed. On December 18, 2016 the property was sold to Stoneridge Parkway LLC. Code Enforcement issued a revised notice to the new property owners on January 14, 2016, advising them of all maintenance requirements and prior violation issues.

Code Enforcement has been working with the owner's maintenance company, Western Golf to address violations and issues when they were reported. Code Enforcement met with maintenance crew member on April 29, 2016 to discuss maintenance issues. Their representative was advised to make sure to keep club house area clean and free of refuse, and waste, high weeds, to water all landscaping. Also discussed was maintenance of course areas and they were reminded to remove all high weeds from all areas

On May 10, 2016 Code Enforcement staff was advised by representative of Western Golf that the water had been shut off and they were no longer maintaining the golf course. Additional violations consist of high weeds, dead vegetation, refuse and waste.

Code Enforcement has been performing weekly inspections of these parcels to check on status of compliance. Code Enforcement has inspected the parcels 43 times. This has resulted in 18 failed inspections for a total of $2880, and assessment of daily civil penalties from May 10, 2016. Below is a breakdown by parcel.

Outstanding Fee's and Civil Penalties

Parcel	Failed Inspection Fees	Daily Civil Penalties 5/10/2016 to 6/1/2016	Total Amount Assessed
125-10-510-007	$480.00	$15,750.00	$16,230.00
125-10-510-007	$480.00	$15,750.00	$16,230.00
125-10-510-007	$480.00	$15,750.00	$16,230.00
125-10-510-007	$480.00	$15,750.00	$16,230.00
125-10-510-007	$480.00	$15,750.00	$16,230.00
125-10-510-007	$480.00	$15,750.00	$16,230.00
Total	$2880.00	$94,500.00	$97,380.00

RECOMMENDATION

Staff recommends approval for assessment of failed inspection fees of $2880 and daily civil penalties from May 10, 2016 to June 1, 2016 for a total of $97,380.00. Additionally staff is requesting approval to continue to assess failed inspection fees and daily civil penalties to request approval of subsequent liens by the City Council designee on a monthly basis until all concerns and violations are addressed.

ATTACHMENTS

A. Nuisance Notice and Order

APN 125-10-510-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **STONERIDGE PARKWAY LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **125-10-510-007**
Commonly known as: **8600 Cupp Drive**
Legal Description: **MOUNTAIN SPA**
PLAT BOOK 103 PAGE 31
PT LOT 1B
& PT LOT 15 & PT PRIVATE ST

The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code Title 9 Chapter 9.04, for violations of 19.06.040(F) (4) Maintenance and Title 20 Flood Control 20.04.050 Building Prohibited.

Expenses costs and fees ("Actual Cost") in the amount of **$2,880.00** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$94,500.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed hearing held on **June 1, 2016** ordered the above Actual Cost in the amount of **$2,880.00**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$94,500.00** be assessed against the property by recording a Lien of Assessment on or after **September 26, 2016**.

_____
LuAnn D. Holmes, MMC, City Clerk
495 South Main Street
Las Vegas, NV 89101

STATE OF NEVADA)
)
COUNTY OF CLARK)

LuAnn D. Holmes, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
LuAnn D. Holmes, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2016

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF PLANNING
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #159156

APN 125-10-510-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **STONERIDGE PARKWAY LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **125-10-510-007**
Commonly known as: **8600 Cupp Drive**
Legal Description: **MOUNTAIN SPA**
PLAT BOOK 103 PAGE 31
PT LOT 1B
& PT LOT 15 & PT PRIVATE ST

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$94,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed hearing held on **June 1, 2016** ordered the above charges in the amount of **$94,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

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LuAnn D. Holmes, MMC, City Clerk
495 South Main Street
Las Vegas, NV 89101

STATE OF NEVADA)
)
COUNTY OF CLARK)

LuAnn D. Holmes, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
LuAnn D. Holmes, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2016

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF PLANNING
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #159156

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

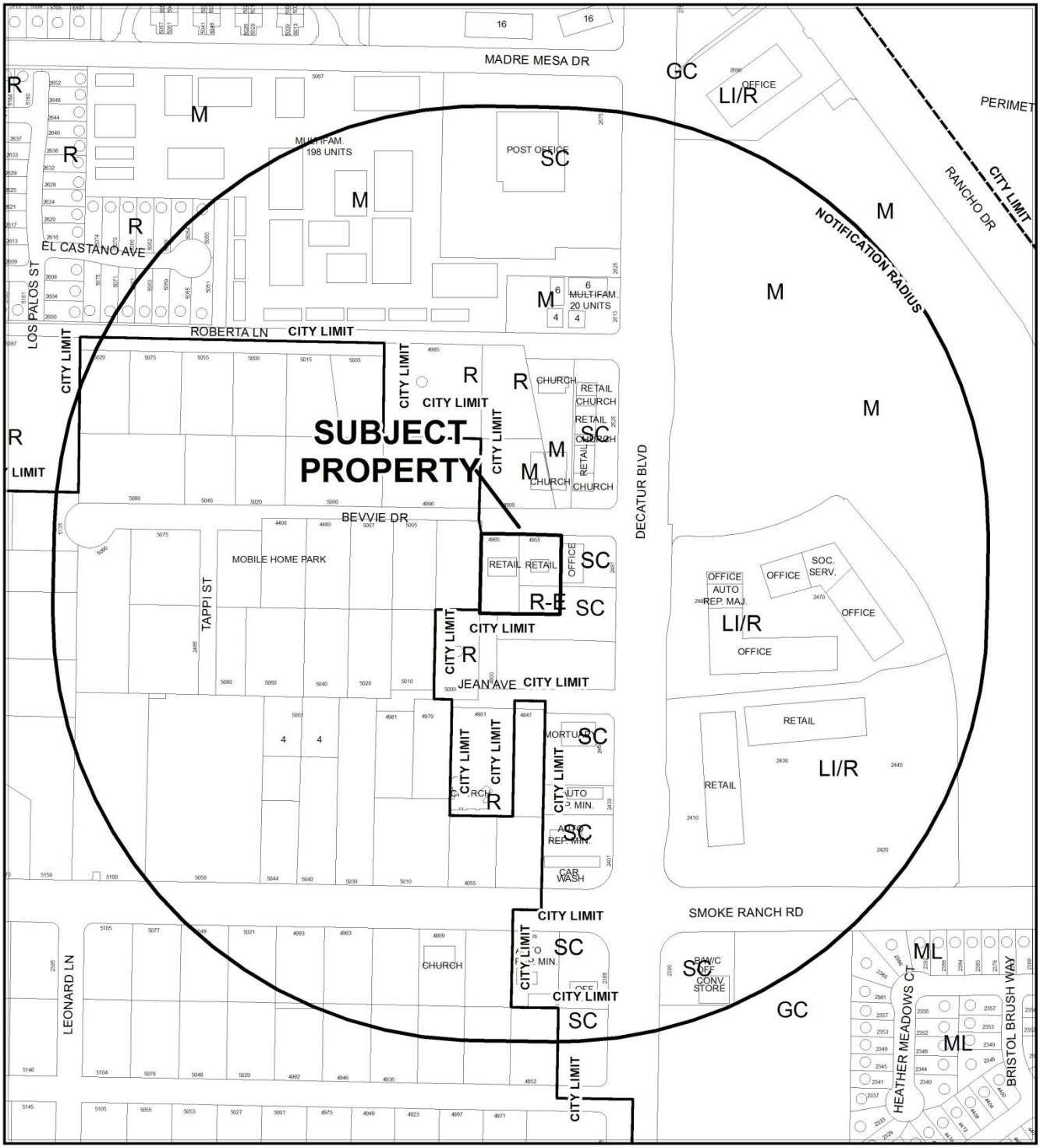
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-63547 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY - For possible action on a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) AND SC (SERVICE COMMERCIAL) TO: PF (PUBLIC FACILITIES) on 0.80 acres at 4955 and 4965 Bevvie Drive (APNs 138-13-801-030, 031 and 032), Ward 5 (Barlow) [PRJ-63446]. The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**1**
City Council Meeting	**6**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-63547, ZON-63548, WVR-62549 and SDR-63550 [PRJ-63446]
3. Supporting Documentation - GPA-63547, ZON-63548, WVR-62549 and SDR-63550 [PRJ-63446]
4. Photo(s) - GPA-63547, ZON-63548, WVR-62549 and SDR-63550 [PRJ-63446]
5. Justification Letter - GPA-63547, ZON-63548, WVR-62549 and SDR-63550 [PRJ-63446]
6. Back up Submitted at the April 12, 2016 Planning Commission Meeting
7. Submitted after Final Agenda - Protest Postcards for GPA-63547 and ZON-63548 [PRJ-63446]



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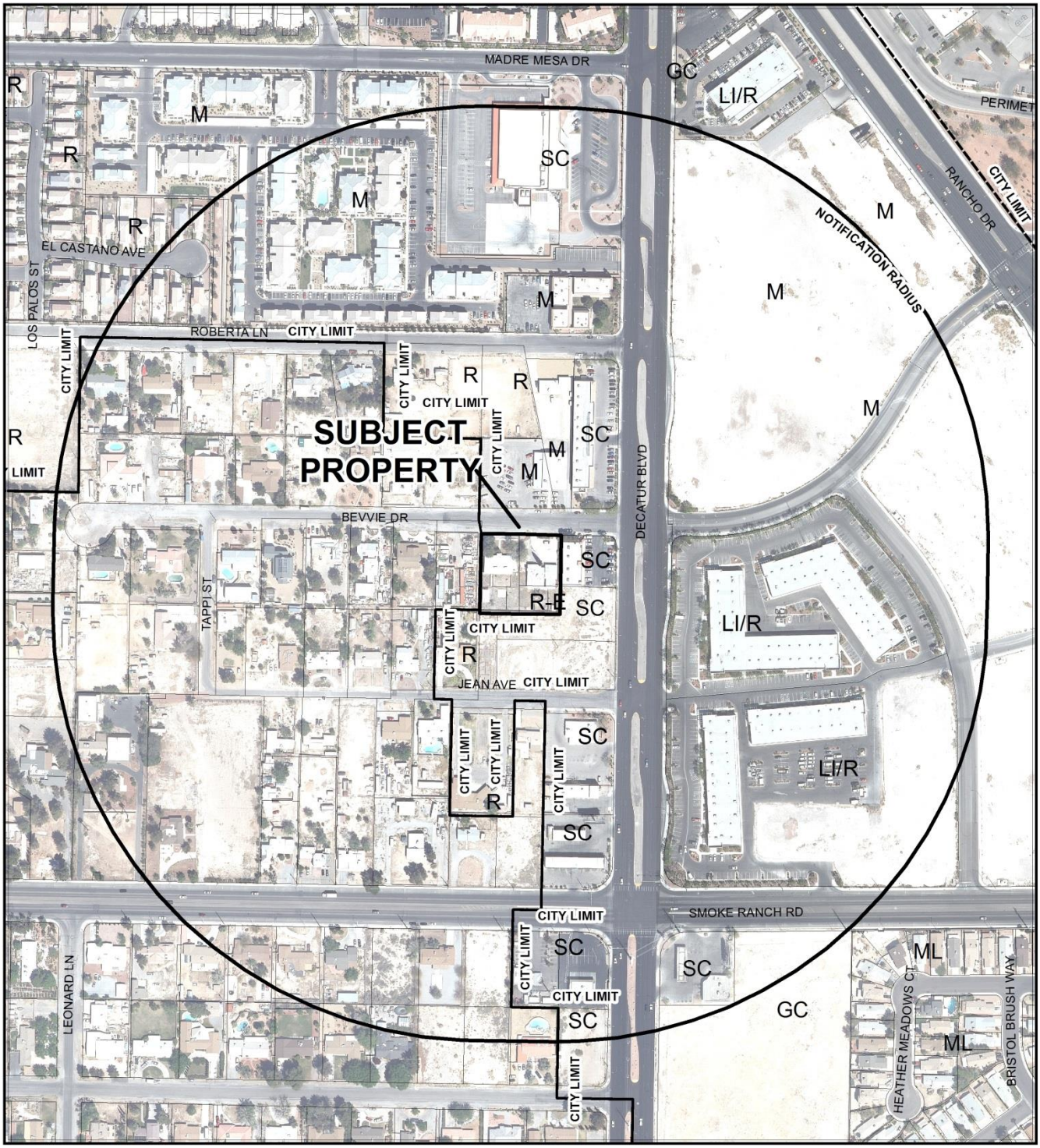
CASE: **GPA-63547 (PRJ-63446)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PR-OS (PARKS/RECREATION/OPEN SPACE) AND SC (SERVICE COMMERCIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES)

N



0 200 400 Feet

CASE: **GPA-63547 (PRJ-63446)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PR-OS (PARKS/RECREATION/OPEN SPACE) AND SC (SERVICE COMMERCIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 18, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: APPLICANT/OWNER: IGLESIA EL GRAN YO SOY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-63547	Staff recommends APPROVAL.	
ZON-63548	Staff recommends APPROVAL.	GPA-63547
WVR-63549	Staff recommends DENIAL, if approved subject to conditions:	GPA-63547 ZON-63548
SDR-63550	Staff recommends DENIAL, if approved subject to conditions:	GPA-63547 ZON-63548 WVR-63549

** CONDITIONS **

WVR-63549 CONDITIONS

Planning

1. Approval of a General Plan Amendment (GPA-63547), Rezoning (ZON-63548) and approval of and conformance to the Conditions of Approval for a Site Development Plan Review (SDR-63350) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

6. Prior to the approval of construction drawings for this site, sign a Covenant Running with Land agreement for the possible future installation of any off-site improvements (curb and gutter, sidewalk, street lights, sewer, etc.). The Covenant agreement must be recorded with the County Recorder and a copy of the recorded document must be provided to the City prior to the issuance of building permits for this site.

SDR-63550 CONDITIONS

Planning

1. Approval of a General Plan Amendment (GPA-63547) and Rezoning (ZON-63548), and approval of and conformance to the Conditions of Approval for a Waiver (WVR-63549) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 02/25/16, except as amended by conditions herein.

4. A Waiver from Title 19.08 is hereby approved, to allow a zero-foot wide landscape buffer on portions of the east and south property lines where eight feet is required and to allow a four-foot wide landscape buffer on a portion of the north property line where 15 feet is required.

5. An Exception from Title 19.08.040 is hereby approved, to allow 20 trees in perimeter landscape buffers where 26 trees are required.

6. An Exception from Title 19.08.110 is hereby approved, to allow seven parking lot trees where 12 trees are required.

7. Prior to issuance of a building permit, the applicant shall obtain and submit to the Department of Planning an approval letter from a waste management company that allows curbside refuse pickup at this location.

8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

12. The following changes from the conceptual landscape plan shall be made to the technical landscape plan:

    A. Plant one 24" additional box shade tree within the landscape buffer along the west property line for a total of eight trees.

    B. Replace the proposed Red Leaf Flowering Plum trees with mulga (acacia aneura) trees.

13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Construct half-street improvements including appropriate transition paving on Bevvie Drive adjacent to this site meeting current City Standards concurrent with development of this site unless a Waiver, such as WVR-63549, is approved to defer such improvements. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete). All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

16. Extend public sewer in Bevvie Drive to the western edge of this site at a size, depth and location acceptable to the Collection System Planning section of the Department of Public Works. This condition shall not be enforced if all the parcels comprising this site are combined into one parcel and a Waiver, such as WVR-63549, is approved to defer the sewer extension.

17. Landscape and maintain all unimproved rights-of-way on Bevvie Drive adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

18. Submit an Encroachment Agreement for landscaping and private improvements in the Bevvie Drive public right of way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right-of-way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the Encroachment Agreement. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (702-229-4836).

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant proposes to establish a church and an ancillary administrative office and school on property at 4955 and 4965 Bevvie Drive, west of Decatur Boulevard. The existing buildings were constructed in 1964 and 1966 and are not proposed to be altered. Bevvie Drive is unimproved both adjacent to this site and the properties to the west, which remain in Clark County. New driveways are proposed in and out of the site, as well as a new parking area and enhanced landscaping.

The property is currently zoned R-E (Residence Estates), which only allows the Church/House of Worship use with approval of a Special Use Permit. However, the zoning is not in conformance with the General Plan and the buildings are located on three separate parcels, which will require remapping. The various actions requested would unify and make compatible the zoning and land use designation, would eliminate the need for a Special Use Permit and would allow for consolidation of the parcels. Staff supports the General Plan and Rezoning requests, both for the reasons above and because a church is compatible with the residential land uses in the vicinity. However, the Unified Development Code requires that essential offsite improvements be provided in connection with a new site development plan, and therefore staff cannot support a waiver to dispense with the Bevvie Drive improvements, nor can it support the accompanying Site Development Plan Review. If denied, site development plans that conform to the Unified Development Code would need to be submitted for review.

ISSUES

- A General Plan Amendment is requested to change the city's land use designation on APN 138-13-801-030 from PR-OS (Parks/Recreation/Open Space) to PF (Public Facilities) and on APNs 138-13-801-031 and 032 from SC (Service Commercial) to PF (Public Facilities).
- A Rezoning is requested to rezone all parcels from R-E (Residence Estates) to C-V (Civic).
- A Waiver is requested to allow no half-street improvements, including sidewalks, streetlights, curb and gutter, streetscape and amenities, adjacent to the subject site. If approved, a condition will require the owner to sign a Covenant Running With Land agreement for future installation of offsite improvements adjacent to this site.
- A Site Development Plan Review is required to allow for access, parking and landscaping improvements to the site.
- A Waiver of Title 19.08 is required to allow a zero-foot wide landscape buffer on portions of the east and south property lines where eight feet is required and to allow a four-foot wide landscape buffer on a portion of the north property line where 15 feet is required.

- In lieu of the proposed Red Leaf Flowering Plum trees, mulga trees are required planting materials in the perimeter buffers and parking lot. One additional tree is required in the west perimeter buffer.
- A mapping action is needed to combine the three lots that make up this site to allow for unencumbered intersite access and to unify the church property.
- The applicant has opted not to provide a trash enclosure for this development. A condition of approval will require a letter from a waste management company allowing curbside pickup to be submitted to the Department of Planning prior to issuance of a building permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/26/62	The Board of City Commissioners adopted an ordinance (Ordinance No. 975) for the Annexation (A-0012-62) of approximately 2.46 acres at the northwest corner of Jean Avenue and Decatur Boulevard. The Planning Commission recommended approval.
03/20/64	A Special Use Permit (UC-0014-64) was approved by the Clark County Board of Commissioners for use of the property at 4965 Bevvie Drive as a preschool for 45 children. The Clark County Planning Commission recommended denial.
06/01/66	The Board of City Commissioners adopted an ordinance (Ordinance No. 1249) for the Annexation (A-0007-65) of approximately 0.83 acres at the southwest corner of Bevvie Road (now Bevvie Drive) and Decatur Boulevard. The Planning Commission recommended approval.
07/24/69	The Board of Zoning Adjustment denied a request for a Variance (V-0018-69) to allow an existing child care facility for 79 children without paved off-street parking facilities where such is required at 4438 Bevvie Drive (now 4955 Bevvie Drive). Staff recommended denial.
04/27/72	The Board of Zoning Adjustment approved a request for a Variance (V-0021-72) to allow a five-foot side yard setback for a 696 square-foot garage addition where 10 feet is required at 4438 Bevvie Drive (now 4955 Bevvie Drive). Staff recommended denial.
10/26/72	The Board of Zoning Adjustment approved a Variance (V-0057-72) to allow the operation of a preschool nursery for 92 children at 4438 Bevvie Drive (now 4955 Bevvie Drive) in land use zone R-E. This was an expansion of the existing preschool for 45 children at 4965 Bevvie Drive. Staff recommended denial.
07/26/73	The Board of Zoning Adjustment approved a Reinstatement and Extension of Time [V-0057-72(1)] to allow the operation of a preschool nursery for 92 children for six months at 4438 Bevvie Drive (now 4955 Bevvie Drive). Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/28/82	The Board of Zoning Adjustment denied a request for a Variance (V-0090-82) for a basic skills learning center for adults at 4965 and 4438 Bevvie Drive (now 4965 and 4955 Bevvie Drive).
12/27/84	The Board of Zoning Adjustment approved a request for a Variance (V-0137-84) to allow a dance studio in conjunction with the existing residential use where commercial uses are not permitted at 4438 Bevvie Drive (now 4955 Bevvie Drive). A condition of approval required the owner to sign a special improvement district agreement for the future installation of full offsite street improvements on Bevvie Drive. Staff recommended approval.
07/08/85	The Board of Zoning Adjustment approved a Variance (V-0055-85) to reinstate a previously approved child care facility and to continue the residential use at 4438 Bevvie Drive (now 4955 Bevvie Drive). A condition of approval required dedication of the south half of Bevvie Drive, as well as for the owner to sign a special improvement district agreement for the future installation of full offsite street improvements on Bevvie Drive. Staff recommended approval of the child care facility, but not the residential use.
02/05/86	The City Council denied a request for Rezoning (Z-0091-85) from R-E (Residence Estates) to C-1 (Limited Commercial) on 1.65 acres at the northwest corner of Jean Avenue and Decatur Boulevard. The Planning Commission and staff recommended denial.
11/15/89	The City Council approved a request for Rezoning (Z-0104-89) from R-E (Residence Estates) to C-1 (Limited Commercial) on 0.35 acres at the southwest corner of Bevvie Drive and Decatur Boulevard. A condition of approval required the construction of half street improvement on Bevvie Drive, sidewalk improvements on Decatur Boulevard and a handicap ramp at the corner. The Planning Commission and staff recommended approval.
04/12/16	The Planning Commission voted to recommend APPROVAL on requests for a General Plan Amendment (GPA-63547) FROM: PR-OS (Parks/Recreation/Open Space) And SC (Service Commercial) TO: PF (PUBLIC FACILITIES) and a Rezoning (ZON-63548) FROM: R-E (Residence Estates) TO: C-V (Civic) on 0.80 acres at 4955 and 4965 Bevvie Drive (APNs 138-13-801-030, 031 and 032), Ward 5 (Barlow) [PRJ-63446].
04/12/16	The Planning Commission voted to recommend DENIAL on requests for a Waiver (WVR-63549) to not install half-street improvements (curb, gutter, sidewalk, streetlights, streetscape and amenities) where such are required and site development plan review (sdr-63550) for a proposed 2,220 square-foot church/house of worship and a 2,787 square-foot office building with waivers to allow a zero-foot wide landscape buffer on portions of the east and south property lines where eight feet is required and a four-foot wide landscape buffer on a portion of the north property line where 15 feet is required on 0.80 acres at 4955 and 4965 Bevvie Drive (APNs 138-13-801-030, 031 and 032), R-E (Residence Estates) Zone [PROPOSED: C-V (Civic)], Ward 5 (Barlow) [PRJ-63446].

Most Recent Change of Ownership	
03/04/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1964	The structure was built at 4965 Bevvie Drive.
1966	The structure was built at 4955 Bevvie Drive.
12/29/88	A building permit (#88009607) was issued for a patio enclosure at 4955 Bevvie Drive. The permit was not finalized and was marked inactive on 11/17/92.
01/07/02	A building permit (#02000300) was issued for a six-foot block wall at 4955 Bevvie Drive. The permit was not finalized and expired on 07/20/02.
	A building permit (#02000301) was issued for a six-foot block wall at 4955 Bevvie Drive. The permit was not finalized and expired on 07/20/02.
	A building permit (#02000302) was issued for a six-foot block wall at 4965 Bevvie Drive. The permit was not finalized and expired on 07/20/02.
	A building permit (#02000303) was issued for a six-foot block wall at 4965 Bevvie Drive. The permit was not finalized and expired on 07/20/02.
04/09/08	A building permit (112599) was issued for reroofing at 4965 Bevvie Drive. The permit was finalized on 04/17/08.
07/16/15	A building permit (294024) was applied for a tenant improvement for a Church/House of Worship at 4965 Bevvie Drive; however, the permit has not been issued, pending land use approvals that would bring the use into conformance with Title 19.

Pre-Application Meeting	
12/07/16	The applicant met with staff to discuss submittal requirements for General Plan Amendment, Rezoning and Site Development Plan Review applications. A Waiver would also be needed to dispense the applicant from having to install half-street improvements along Bevvie Drive.

Neighborhood Meeting	
03/24/16	A neighborhood meeting was held at the administrative office of Iglesia El Gran Yo Soy, 4955 Bevvie Drive, Las Vegas, Nevada 89108. There were two members of the public, three representatives from the church and one Department of Planning staff member present. The neighbors to the west of the subject attended the meeting and expressed overall approval of the proposed project. They were appreciative of the screening proposed to the west of the property to help aid in the noise reduction from the play equipment. The neighbors asked if the play equipment could be moved to the east end of the subject site, in which the Pastor was open to and would investigate the possibility of having the play equipment relocated. No opposition to the proposed project was expressed by the neighbors.

Field Check	
03/03/16	The site primarily contains two separate buildings in good condition. There are a number of accessory structures in the rear. Signage identifies the main buildings as a church sanctuary and administrative office. The street in front of the property is unimproved (no driveways, sidewalks, streetlights, curb, gutter or landscaping). Power poles line the west side of the property. The building at 4955 Bevvie Drive has a circular driveway and a damaged masonry planter along the frontage. A trash dumpster was located at the property frontage.

Details of Application Request	
Site Area	
Net Acres	0.80

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Individual Care Center	PR-OS (Parks/Recreation/Open Space) SC (Service Commercial)	R-E (Residence Estates)
North	Church/House of Worship	M (Medium Density Residential)	U (Undeveloped)
South	Undeveloped	SC (Service Commercial)	R-E (Residence Estates)
East	Office, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family, Detached	RN (Rural Neighborhood) - Clark County Designation	R-E (Rural Estates Residential) - Clark County Designation

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (35 Feet)	Y

Other Plans or Special Requirements	*Compliance*
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.10.020, the following standards apply:

Standard	*Required/Allowed*	*Proposed*	*Compliance*
Min. Lot Size	N/A	34,848 SF	N/A
Min. Lot Width	N/A	190 Feet	N/A
Min. Setbacks			
• Front	N/A	50 Feet	N/A
• Side	N/A	8 Feet	N/A
• Corner	N/A	N/A	N/A
• Rear	N/A	87 Feet	N/A
Max. Lot Coverage	N/A	12 %	N/A
Max. Building Height	2 stories/35 feet	1 story/ 15 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Curbside pickup requested	By condition
Mech. Equipment	Screened	On rear side of roof	Y

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	9 Feet	9 Feet	Y*
Adjacent development matching setback	10 Feet	25 Feet	Y
Trash Enclosure	50 Feet	Curbside	By condition

*The height of the existing building at 4965 Bevvie Drive is less than 15 feet and per Title 19.08 may be placed at the setback line. The building setback was marginally nonconforming to R-E (Residence Estates) standards, but will conform if the proposed Rezoning to C-V (Civic) is approved. No additional height is proposed.

Existing Zoning	*Permitted Density*	*Units Allowed*
R-E (Residence Estates)	2.18 du/ac	1
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-V (Civic)	N/A	N/A

Existing General Plan	***Permitted Density***	***Units Allowed***
PR-OS (Parks/Recreation/Open Space)	N/A	N/A
SC (Service Commercial)	N/A	N/A
Proposed General Plan	***Permitted Density***	***Units Allowed***
PF (Public Facilities)	N/A	N/A

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	5 Trees	4 Trees	N
• South	1 Tree / 20 Linear Feet	8 Trees	4 Trees	N
• East	1 Tree / 30 Linear Feet	5 Trees	4 Trees	N
• West	1 Tree / 20 Linear Feet	8 Trees	7 Trees	N
TOTAL PERIMETER TREES		**26 Trees**	**19 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	12 Trees	7 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		4 Feet	N
• South	8 Feet		0 Feet	N
• East	8 Feet		0 Feet	N
• West	8 Feet		9 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		6 Feet existing	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Bevvie Drive	Minor Street (Local Street)	Title 13.12	59-62	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Church/House of Worship	2,220 SF (810 SF gathering)	1 space/100 SF non-fixed seating area in gathering room	9				
Office	2,787 SF	1 space/300 SF GFA	10				
TOTAL SPACES REQUIRED			19		26		Y
Regular and Handicap Spaces Required			18	1	25	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
15-foot perimeter landscape buffer along public rights-of-way	To allow a 4-foot buffer along the north property line	Approval
8-foot perimeter landscape buffer along interior PLs	To allow a zero-foot buffer along portions of the east and south PLs	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One tree per six uncovered spaces in parking area, plus one tree at end of all parking rows (Total of 12 trees required)	To allow 7 parking lot trees	Approval
One tree per 20 linear feet along the north, south and west PLs and one tree per 30 linear feet along the east PL (Total of 26 trees required)	To allow 19 perimeter trees	Partial Approval – 1 additional tree along west buffer required

ANALYSIS

The site is located along a local, partially unimproved street at the edge of the city limits. Properties along this section of Bevvie Drive near Decatur Boulevard over a period of 50 years were gradually redeveloped for commercial uses, including the preschool use on this site. The General Plan for this area was appropriately designated SC (Service Commercial). The proposed amendment to PF (Public Facilities) would allow the site to be rezoned to C-V (Civic), which would allow churches and related uses as well as the flexibility in development standards needed to accommodate the existing buildings. An existing church is located on the north side of Bevvie Drive opposite this property. The PF designation would be compatible adjacent to the existing SC (Service Commercial) and M (Medium Density Residential) designations and normalize or "clean up" the multiple General Plan designations on this site.

Any public or quasi-public use operated or controlled by a recognized religious, fraternal, veteran, civic or service organization is permitted in the C-V (Civic) zoning district. The proposed church/house of worship and related buildings qualify under this category. Pursuant to Title 19.10.020, the minimum development standards for property in the C-V District are established by the City Council in connection with the approval of a rezoning application or in connection with the approval of a site development plan. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area. In this case the existing structures were already nonconforming with respect to the side yard setbacks; rezoning to C-V would remove the nonconformance, and the applicant is not proposing to expand the buildings further beyond the current setbacks. For this reason, the existing building may remain set back from the street and a new plaza area is not required for this site.

Pursuant to Title 19.10.020, parking and perimeter landscape buffer standards for commercial uses apply to this property. A 15-foot buffer is required along the north property line. In order for a 24-foot drive aisle and five parking spaces to be located in front of the main church building, the applicant can only provide a four-foot buffer. As the site is being retrofitted to comply closely with current parking and landscaping standards, staff supports a waiver to reduce the buffer widths along the north, east and south property lines. The site is designed to utilize the space in front of the proposed office as additional parking, which effectively reduces the buffer to zero feet along the east property line. Finally, the rear parking area partially abuts the south property line and allows for vehicles to safely pull out of the spaces adjacent to the buffer.

Landscape plantings are deficient in the parking lot as well as in the perimeter buffers. Staff supports exceptions to the tree spacing requirements in the east, north and the south, where widths are reduced to zero and sight visibility at driveways requires no trees; however, tighter tree spacing in the west perimeter buffer would allow for conformance with Title 19.08 requirements. A condition of approval addresses this. The proposed Red Leaf Flowering Plum is not appropriate for the size of parking lot landscape islands and perimeter buffers proposed for this site; these species of plants are not likely to survive in the long term. As there is a power easement along the west property line, mulga (acacia aneura) trees are appropriate for the site and are required to be added onto the technical landscape plan by condition.

Public Works requires the installation of half-street improvements adjacent to all new development. Improvements help the city meet Americans with Disabilities Act (ADA) requirements and help direct storm water in an efficient manner to protect City roadways. Therefore the Department of Public Works recommends denial of the request for a Waiver of Title 19.02.

No permits for the existing wall signs on the buildings could be located. Signs in the C-V District are subject to the same standards as for those in the P-O (Professional Office) District; these standards must be adhered to for all permitted signs.

The following comments were submitted by the Las Vegas Valley Water District (LVVWD) in reference to this site: "The parcel map for lot consolidation has been submitted to LVVWD. The resulting parcel is currently served by LVVWD but does not have the required backflow prevention per NAC 445A.67195. Civil and plumbing plans will need to be submitted to LVVWD for meter sizing, available fire flow and installation of backflow prevention."

FINDINGS (GPA-63547)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The PF (Public Facilities) land use designation is compatible with the neighboring SC (Service Commercial) designation and M (Medium Density Residential) designation, which also contains a church.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The PF (Public Facilities) designation would allow for the C-V (Civic) zoning district, which would accommodate the existing structures on the site and be compatible with the commercial and low density residential uses on the surrounding parcels.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The site is located within an established area of the city. Staff recommends that Bevvie Drive be fully improved to complete infrastructure requirements of the City of Las Vegas.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   There are no applicable special area plans or master plan policies for this area of the city.

FINDINGS (ZON-63548)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   With approval of a General Plan Amendment to PF (Public Facilities), the proposed Rezoning to C-V (Civic) will conform to the General Plan.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-V (Civic) zoning district would allow for churches, schools, government facilities, utilities and similar uses. There is already a pattern for this type of development in this neighborhood.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Rezoning to C-V (Civic) would accommodate a church/house of worship on the subject property, as well as allow for more flexible development standards appropriate for the existing buildings. Uses on Bevvie Drive near Decatur include similar commercial land uses, and rezoning would maintain compatibility with the surrounding districts. Rezoning would create a single zoning district to span the site so that its constituent parcels can be remapped into one.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Bevvie Drive adjacent to the site is a 60-foot Local Street, which is adequate to meet the needs of the C-V (Civic) zoning district in this location.

FINDINGS (WVR-63549)

Public Works requires the installation of half-street improvements adjacent to all new development. Improvements help the city meet Americans with Disabilities Act (ADA) requirements and help direct storm water in an efficient manner to protect City roadways. Therefore the Department of Public Works recommends denial of the request for a Waiver of Title 19.02.

FINDINGS (SDR-63550)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The development as proposed does not account for necessary offsite street improvements on Bevvie Drive. If approved (along with the corresponding waiver), the existing improvements to the east will not tie into this site.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The development as proposed requires a waiver of Title 19.02 standards to not require half street improvements on Bevvie Drive. Conditions of approval of several previous city actions have included the requirement for provision of offsite improvements, which have still not been provided. Staff does not support this waiver. An additional waiver of Title 19.08 is required to reduce perimeter landscape buffer widths, which staff supports. Certain landscape planting requirements are not met and will require an Exception.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site would receive access from Bevvie Drive via one-way driveways in and out. Circulation is logical and not confusing. Traffic is not anticipated to be heavy in this area and should not negatively affect existing circulation in the neighborhood.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The existing buildings will remain on the site and would not be altered as a result of this request. The proposed Red Leaf Flowering Plum trees are not appropriate for the proposed landscape islands and planter areas and are required to be replaced by mulga trees.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The existing single-story building elevations are at a scale that is compatible with existing residential and commercial development in this area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The development as proposed is subject to permit review and inspection, thereby safeguarding the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 97 - GPA-63547 and ZON-63548 (By City Clerk)
97 - WVR-63549 and SDR-63550 (By City Clerk)

APPROVALS 1 - GPA-63547 and ZON-63548
1 - WVR-63549 and SDR-63550

PROTESTS 6 - GPA-63547 and ZON-63548
6 - WVR-63549 and SDR-63550

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

GPA-63547

Case Number: 13813801030 APN: _____

Name of Property Owner: Iglesia El Gran Yo Soy

Name of Applicant: David Cedeno

Name of Representative: David Cedeno

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: David Cedeno

Print Name: David Cedeno

Subscribed and sworn before me

This 21 day of Sept, 2015

Notary Public in and for said County and State

TROY ARIAS
Notary Public, State of Nevada
Appointment No. 09-11048-1
My Appt. Expires Sept. 16, 2017

PRJ-63446
02/25/16

CLV Planning - Application Form

Application Number:	PRJ-63446
Application/Petition For:	GPA, ZON, WVR, SDR
ProjectAddress (Location):	4965 BEVVIE DRIVE
Project Name	IGLESIA EL GRAN YO SOY
Assessors Parcel #(s):	13813801030, 13813801031, 13813801032
Ward #:	WARD 5 (RICKI Y. BARLOW)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	PF
Zoning District: Proposed:	C-V - Civic
Gross Acres:	0.8
Lots/Units:	3
Additional Information:	
Applicant First Name:	Iglesia el Gran soy Yo
Applicant Last Name:	Lorena and David Cedeno
Applicant Address:	
Applicant City:	
Applicant State:	
Applicant Zip:	
Applicant Phone:	
Applicant Fax:	
Applicant Email:	cedenolor@hotmail.com
Rep First Name:	Edgar
Rep Last Name:	Montalvo
Rep Address:	8913 Danza del Sol
Rep City:	Las Vegas
Rep State:	NV
Rep Zip:	89129
Rep Phone:	702 479 8664
Rep Fax:	
Rep Email:	gmgstudio@embarqmail.com

PRJ-63446
02/25/16

GPA-63547, ZON-63548, WVR-63549 and SDR-63550

CLV Planning - Application Form

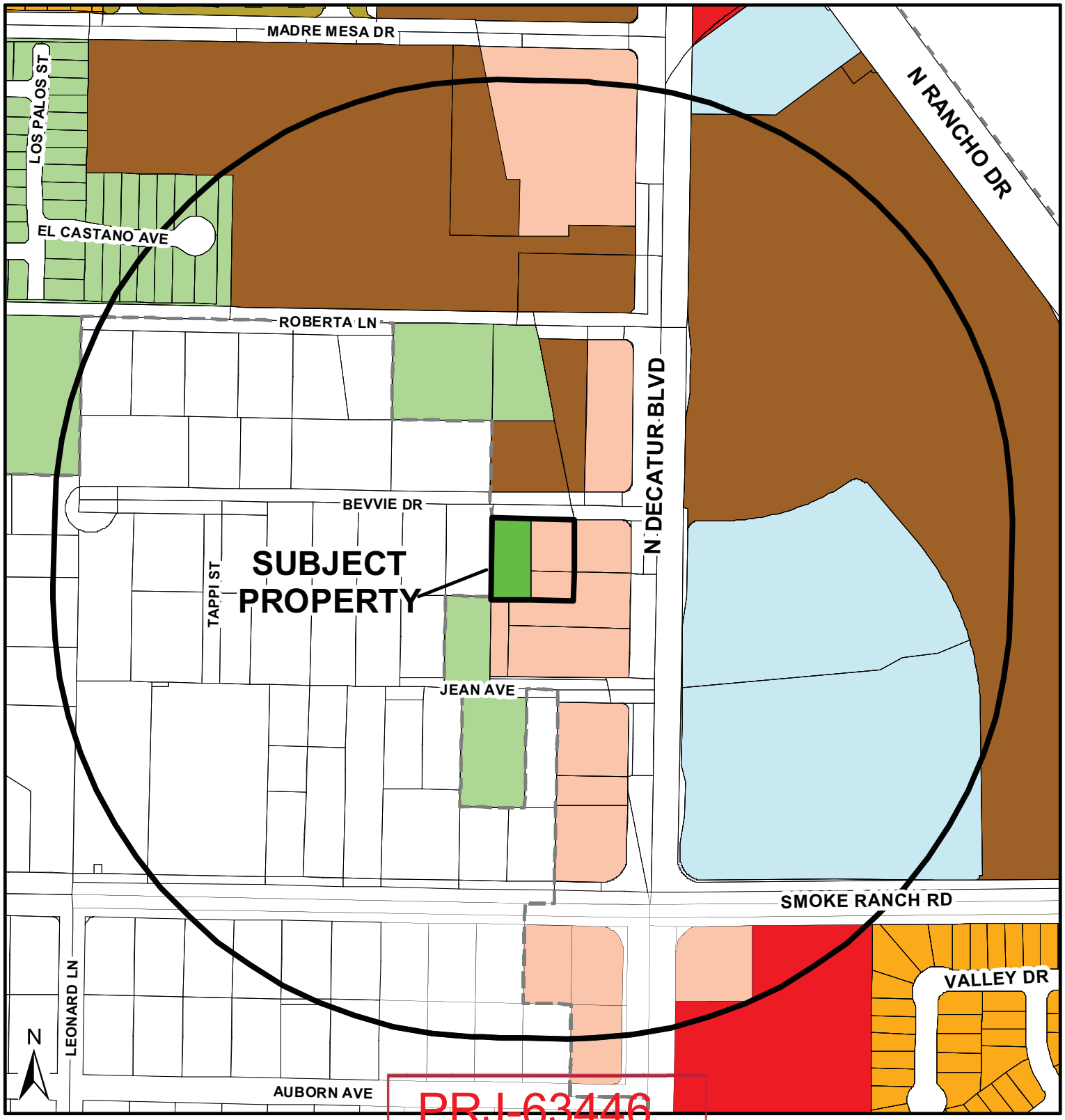
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

Owner(s)	ADDR1	ADDR2
IGLESIA EL GRAN YO SOY	7245 MADONA DR	LAS VEGAS, NV 89156

CLVEPLAN Applicant	Company	Title	Email
david cedeno	El Gran Yo Soy Church	owner	cedenolor@hotmail.com
Edgar Montalvo	IGA Architects	Project Manager	gmgstudio@embarqmail.com

PRJ-63446
02/25/16

GPA-63547



PRJ-63446
03/10/16

General Plan Amendment

FROM PR-OS AND SC TO PF

- RNP - Rural Neighborhood Preservation
- RE - Rural Estates
- DR - Desert Rural
- R - Rural
- L - Low
- ML - Medium - Low
- MLA - Medium - Low Attached
- M - Medium
- H - High
- O - Office
- SC - Service Commercial
- GC - General Commercial
- GTC - Tourist Commercial
- LVMD - Las Vegas Medical District
- LI/R - Light Industrial / Research
- PCD - Planned Community Development
- PR-OS - Park/Recreation/ Open Space
- PF - Public Facility
- PF-CC Public Facility Clark County
- TC - Town Center
- RC - Resource Conservation
- C - Downtown - Commercial
- MXU - Downtown - Mixed Use
- TND - Tradional Neighborhood Development

- Subject Property
- 1000ft Buffer
- City Limits

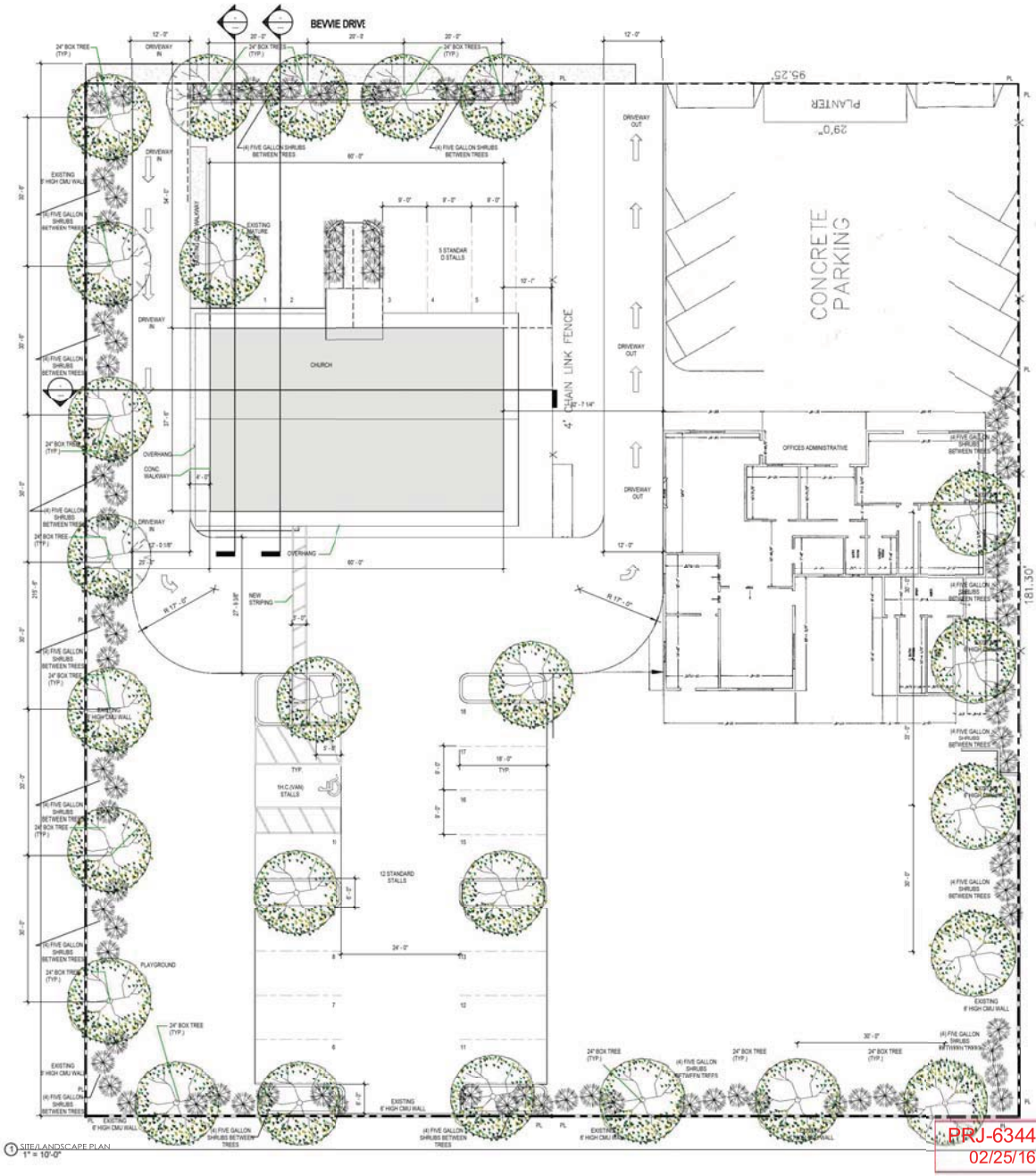
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, March 10, 2016

LANDSCAPING LEGEND		
SYMBOL	DESIGNATION	SIZE
	RED LEAF FLOWERING PLUM	24" BOX
	PETITE PINK OLEANDER	5 GAL

PROJECT DATA	
A.P.N.:	138-13-801-030
EX. ZONING:	Residence Estates District (R-E)
PROP. ZONING:	Civic (C-V)
LOT SIZE:	0.4 ACRE
SQUARE FOOTAGE:	22,210 SQ.FT.
LOT COVERAGE ALLOWED:	50%
LOT COVERGE RATIO:	12.43%
SEISMIC ZONE:	D
BUILDING DEPARTMENT:	LAS VEGAS
PARKING REQUIRED:	1 space for each 100 s.f. of non-fixed seating area in the gathering room. 819 sf. of gathering area/100sf= 9 parking stalls are required.
PARKING PROVIDED:	18 stalls + 1HC parking stall



1 SITE/LANDSCAPE PLAN
1" = 10'-0"

IGNACIO GONZALEZ / ARCHITECT, LTD.

IGLESIA EL GRAN YO SOY

SITE/ LANDSCAPE PLAN

A105

PRJ-63446
02/25/16

GPA-63547, ZON-63548, WVR-63549 and SDR-63550










IGNACIO GONZALEZ
ARCHITECT, LTD.

IGLESIA EL GRAN YO SOY

TENANT IMPROVEMENT
LAS VEGAS, NV 89108
NW CHURCH IN EXISTING ONE STORE C.M.U. BUILDING
4065 BEVIE DRIVE

PROJECT OWNER:
IGLESIA EL GRAN YO SOY
4065 BEVIE DRIVE
LAS VEGAS, NV 89108

EXISTING BUILDING PICTURES

REVISION
NO. DESCRIPTION DATE

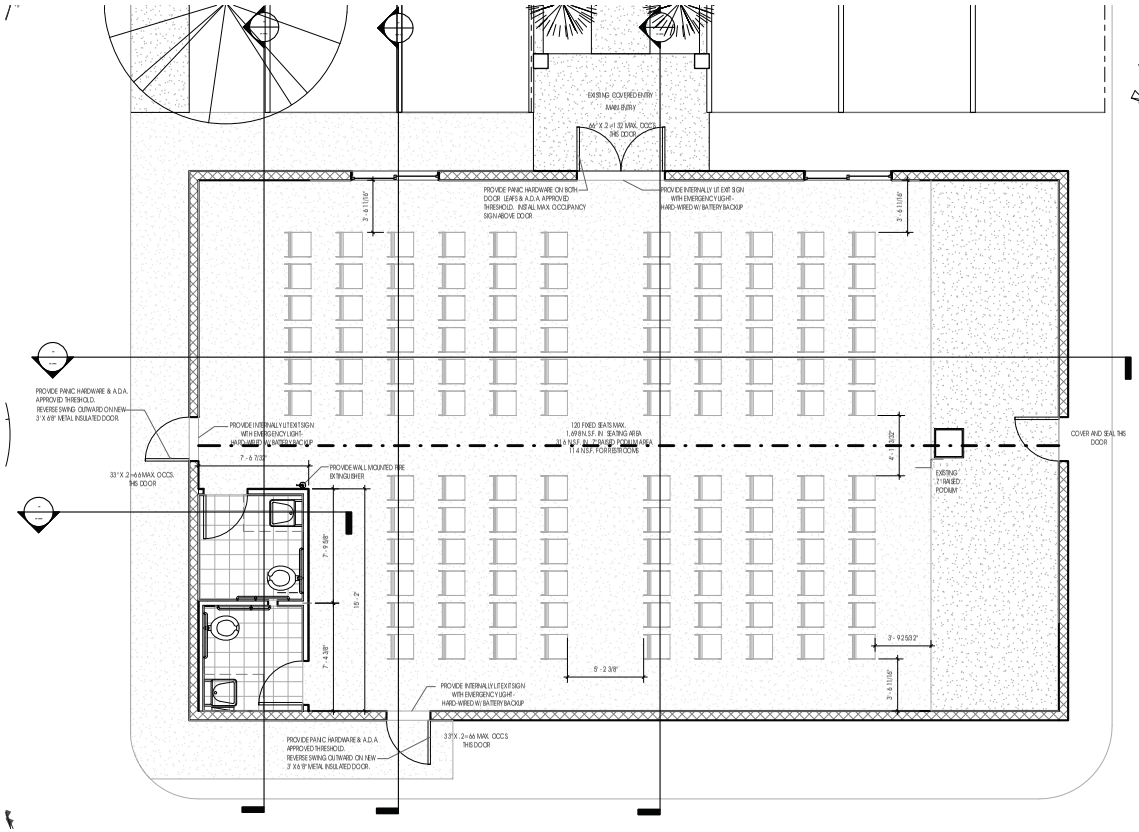
ARCHITECT'S SEAL

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1542LEE01 OCT-14-15 1542-LEE A201

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GPA-63547, ZON-63548, WVR-63549 and SDR-63550



1 A130-FLOOR PLAN-NEW
1/4" = 1'-0"

NO.	WALL CONSTRUCTION DESCRIPTION
	NEW 2X6" D.F. WD. STUDS @ 16" O.C. ON PRESSURE TREATED SILL. MAY BE SUBSTITUTED W/ NEW 6" METAL STUDS (20 GA. MIN.) @ 16" O.C. REF. BOLT RUNNER TO CONCRETE SLAB & BRACE TO CLG. AND RATED WALLS THAT REACH ROOF STRUCTURE BLOCK/BRACE AT 8' MAX. OR MID POINT IF LESS THAN 12' VERTICALLY. 5/8" TYPE 'X' GYP. BOARD TAPED AND SCREWED W/ 1-1/4" 'S' TYPE SELF TAPPING SCREWS SCREW AT 8" EDGE AND 12" FIELD. PROVIDE R-13 INSUL. ON TOILET ROOM OR EQUIP. RM. (I.B.C. TABLE 720.1 (2) ASSEMBLY Y - 13-1.1)
	NEW 2X4" D.F. WD. STUDS @ 16" O.C. ON PRESSURE TREATED SILL. MAY BE SUBSTITUTED W/ NEW 3-1/2" METAL STUDS (20 GA. MIN.) @ 16" O.C. REF. BOLT RUNNER TO CONCRETE SLAB & BRACE TO CLG. BLOCK/BRACE AT 8' MAX. OR MID POINT IF LESS THAN 12' VERTICALLY. 5/8" TYPE 'X' GYP. BOARD TAPED AND SCREWED W/ 1-1/4" 'S' TYPE SELF TAPPING SCREWS SCREW AT 8" EDGE AND 12" FIELD. PROVIDE R-13 OR ACCOUSTIC INSUL. ON TOILET RM. OR OFFICE.

EXISTING CONCRETE MASONRY UNIT W SOLID FILLED CORES.
EXTERIOR
INTERIOR

EXISTING ALUM. STOREFRONT 11-3" HIGH W/ TYPE 'A' WALL ABOVE. MULLIONS ARE CLEAR ANOD. FINISH - GLASS IS 1/2" TEMPERED.

EXISTING ALUM FIXED GLASS WINDOW 5'-0" X W/ TYPE 'CC' WALL ABOVE. PERIMETER MULLIONS ARE CLEAR ANOD. FINISH, INTERMEDIATE VERT. JOINTS ARE BUTT W/ 1/4" GLAR - GLASS IS 3/8" CLEAR TEMPERED W/ GROUND EDGES.

DOOR SCHEDULE

NUM	DOOR SIZE	HEADER	MATL	TYPE	FRAME	HARDWARE	REMARKS
			WOOD / STEEL / TEMP. & WIRE GLASS / ALUMINUM	SOLID CORE / HOLLOW CORE / MTL. ACCESS SWING GATE / ELIASON SWING / AUTOM. SLIDER / TEMPERED GLASS SLIDR / DOUBLE DOOR / SINGLE DOOR / WINDOW	WOOD / MILLWORK / STEEL / ALUMINUM	PRESSED MTL. / DEADBOLT / LATCH / LOCK / CLOSER / THRESHOLD / WEATHERSTRIPPING	
A	6-0" x 7'-0" x 1 3/4"	(2) 6" 20 GA.	●	●	●	● ● ●	1 2 3 4 5 6
B	3'-0" x 7'-0" x 1 3/4"	(2) 6" 20 GA.	●	●	●	● ● ●	1 2 3 4 5 6
D	3-0" x 7'-0" x 1 3/4"	(2) 6" 20 GA.	●	●	●	● ●	1 4 5

REMARKS
1. PRE-HUNG DOOR & FRAME - SELECTED BY OWNER - MAINTAIN FIRE RATING WHERE REQ'D.
2. INSULATED DOOR
3. ALL EXTERIOR SIDE-HINGED DOORS SHALL BE SOLID CORE WOOD OR INSULATED HOLLOW METAL AT LEAST 1" THICK AND FULLY WEATHERSTRIPPED.
4. HARDWARE HEIGHT, HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST TO OPERATE. SUCH HARDWARE SHALL BE 34 INCHES MINIMUM AND 48 INCHES MAXIMUM ABOVE THE FLOOR OR GROUND. WHERE SLIDING DOORS ARE IN THE FULL OPEN POSITION, OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES. EXCEPTION: LOCKS USED ONLY FOR SECURITY PURPOSES AND NOT USED FOR NORMAL OPERATION ARE PERMITTED IN ANY LOCATION.
5. THE PERIMETER OF DOOR FRAMES SHALL BE SEALED AIRTIGHT TO THE EXTERIOR WALL CONSTRUCTION WITH A SEALANT CONFORMING TO I.E.C.C. REQUIREMENTS.
6. ALL DOORS TO BE INSTALLED WITH DOOR STOPS AND 10" HIGH MTL. KICK PLATES.
7. PROVIDE 6" X 24" WIRED GLASS VIEWER AND 8" X 16" S.S. PUSH PLATE EA. SIDE OF ELIASON DOOR.
8. HORIZONTAL SLIDING DOORS SHALL COMPLY WITH THE FOLLOWING CRITERIA FOUND IN I.B.C. SECTION 1008.1.4.3:
   1. THE DOORS SHALL BE POWER OPERATED & SHALL BE CAPABLE OF BEING OPERATED MANUALLY IN HE EVENT OF POWER FAILURE.
   2. THE DOORS SHALL BEOPERWINABLE BY A SIMPLE METHOD FROM BOTH SIDES WITHOUT SPECIAL KNOWLEDGE OR EFFORT.
   3. THE FORCE REQUIRED TO OPERATE THE DOOR SHALL NOT EXCEED 30 LBS. TO SET THE DOOR IN MOTION & 15 LBS. TO CLOSE THE DOOR OR OPEN IT TO THE MINIMUM REQUIRED WIDTH.
   4. THE DOOR SHALL BE OPERWABLE WITH A FORCE NOT TO EXCEED15 LB. WHEN A FORCE A 200 LBS. IS APPLIED PERPENDICULAR TO THE DOOR ADJACENT TO THE OPERATING DEVICE.
   5. THE DOOR ASSEMBLY SHALL COMPLY WITH THE APPLICABLE FIRE PROTECTION RATING &, WHERE RATED, SHALL BE SELF-CLOSING OR AUTOMATIC CLOSING BY SMOKE DETECTION IN ACCORDANCE WITH SECTION 715.4.8.3, SHALL BE ONE HALF OF THE EXITS OR EXIT ACCESS DOORWAYS SHALL BE EQUIPED WITH HORIZONTAL SLIDING OR VERTICAL SECURITY GRILLES.

PLAN SYMBOLS

- EXIT SIGN - HARD WIRED W/ BATTERY BACKUP
- DUPLEX OUTLET
- WALL SWITCH
- PHONE JACKS
- RECESSED CEILING LIGHT FIXTURE- FLOUR. LAMP
- SMOKE DETECTOR
- EMERGENCY LIGHT - HARD WIRED W/ W/ BATTERY BACKUP
- EXIT SIGN - HARD WIRED W/ BATTERY BACKUP W/ EMERGENCY LIGHT - HARD WIRED W/ W/ BATTERY BACKUP
- EXHAUST FAN - 90 CFM
- RECESSED FIRE EXTINGUISHER CABINET

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OR CENTER OF STUD (AS INDICATED) - TYP. U.N.O.
2. PLUMBER SHALL PROVIDE COMPLETE SERVICE FOR SERVICED AREAS.
3. PLUMBING / ELECTRICAL PENETRATIONS OF 1 HOUR PARTY WALL SHALL MEET REQUIRMENTS I.B.C. 2009 SECT. 712
4. AIR HANDLER - MECHANICAL CONTRACTOR SHALL PROVIDE SHOP DRAWINGS WITH UNIT DESIGN, LAYOUT, DIMENSIONS, ETC., FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION. FRAMING CONTRACTOR SHALL VERIFY ROUGH OPENING SIZE AND PLATFORM (IF REQUIRED) WITH MECHANICAL CONTRACTOR. PLUMBING CONTRACTOR SHALL PROVIDE FLOOR DRAIN AT GROUND LEVEL FOR ALL CONDENSATE LINES FROM MECHANICAL UNIT ABOVE - VERIFY WITH MECHANICAL CONTRACTOR.

EXIST'N/ 9' PENDANT FLOUR. W/ARM COLOR LAMP W/ PROVIDE RECESSED CLG. MOUNTED DUPLEX RECEPTACLE
8' CLG FLOUR. W/ - WARM CO LOR LAMP

SUPPLY AIR DIFFUSER - 575 C.F.M.
RET. RETURN AIR
SURFACE MT. WALL MOUNTED F.LOUR. W/ LENS
CLG. FLOUR W/ OPAL DIF.
CLG FLOUR. W/ CLEANABLE DIF.
8' TRACK W MINI ADJUSTABLE MR-16 FLOOD LIGHTS
8' TRACK W/ PENDANT LGT. FIXT. - LED LAMP

ROOM FINISH SCHEDULE-AFFECTED AREAS

ROOM NAME	FLOOR	BASE	WALL	CEILING	CLG. HGT.	REMARKS
	KONGUP 8" X 8"QUARRY TILE / CERAMIC TILE / CARPET - COMMERCIAL / 8" X 8" QUARRY TILE COVED BASE / CARPET - COMMERCIAL / CERAMIC TILE COVED BASE / WOOD - MATCH CABINETRY / EXPOSED CONCRETE FLOOR / CERAMIC TILE COVED BASE / EXPOSED VINYL COVED BASE / SHEET VINYL / SEALED CONCRETE W/ HARDENER & DUST PROOFER / 12" X 12" VINYL COMPOSITION TILE	4" HIGH FURRED & TAPED DRYWALL COVED / 4" HIGH FURRED & TAPED DRYWALL CONCRETE W/ HARDENER & DUST PROOFER / SEALED CONCRETE W/ HARDENER & DUST PROOFER / 8" X 8" QUARRY TILE COVED BASE / CERAMIC TILE COVED BASE / WOOD - MATCH CABINETRY / EXPOSED VINYL COVED BASE / 4" HIGH FURRED & TAPED DRYWALL CONCRETE COVED, INTEGRAL	5/8" TYPE 'X' GYP. BD. / 5/8" TYPE 'X' GYP. BD. TO 8' A.F.F. / 9 3/4" CLADDING OVER 5/8" GYP. BRD. TO 8' A.F.F. / PAINT LATEX / PAINT SEMI-GLOSS ENAM. / CERAMIC TILE OVER 5/8" X 8" GREEN GYPSUM BOARD / 18" H.C.R. MIRROR W/ 5 EDGE 4" ABOVE LAVATORY	5/8" GYP. BD. W/ HEAVY DUTY BAR SYSTEM / 5/8" GYP. BD. W/ HEAVY DUTY BAR SYSTEM / 24" X 24" ARMSTRONG BELGRETE LAY IN ACCOUSTIC TILE IN HEAVY DUTY T-BAR SYSTEM / WOOD - CONCEALED GRID SYSTEM / NO. CROWN MOULDING W/ MITRED CORNERS / PAINT LATEX / PAINT SEMI-GLOSS ENAM. / PAINT EGGSHELL ENAM. / 5/8" GYP. BD. W/ HEAVY DUTY T-BAR SYST. / 24" X 24" ARMSTRONG BELGRETE LAY IN ACCOUSTIC TILE IN HEAVY DUTY T-BAR SYST. / ABOVE FINISHED FLOOR (A.F.F.)		
ASSEMBLY AREA	●	●	●	● ●	14'-10"/9'	1 2 3 4
PASTOR PODIUM AREA	●	●	●	● ●	10'-0"	1 2 3 4
RESTROOMS	●	●	●	●	9'	1 5

REMARKS
1. SEE WALL SCHEDULE - FOR GYPSUM BOARD REQUIREMENTS.
2. 5/8" TYPE 'X' GYPSUM BOARD IS ON NONE AND ONE HOUR RATED WALLS - ALL JOINTS AND PENETRATIONS SHALL BE FIRE SWED - SEE OVERALL BUILDING PLANS FOR LOCATIONS.
3. 5/8" TYPE "X" GYPSUM BOARD ON INTERIOR SIDE OF EXTERIOR WALLS - TYPICAL
4. ALL FLOOR FINISHES SHALL ONLY EXTEND TO FIXED MERCHANDISERS & EQUIPMENT BASE PERIMETERS. ONLY DRY GOODS GOONDOLAS SHALL HAVE FINISHES CONTINUE UNDER THEM FOR PROBABILITY OF RELOCATION.

PRJ-63446
02/25/16

GNACIO GONZALEZ / ARCHITECT, LTD.
ARCHITECTURE INTERIOR DESIGN
THEME DESIGN URBAN DESIGN
6514 OCEAN FRONT DR. LAS VEGAS, NV. 89128
(702) 499-1384 FAX: (702) 933-8122
EMAIL: IGONZALEZ@IGARCHITECT.COM

IGLESIA EL GRAN YO SOY
NEW CHURCH USE IN EXISTING ONE STORY C.M.U. SCHOOL BUILDING
4965 REVIVE DRIVE
IGLESIA EL GRAN YO SOY
4965 REVIVE DRIVE
LAS VEGAS, NV. 89120
TENANT
ARCHITECTURAL FLOOR PLAN & SCHEDULES

NO.	DESCRIPTION	DATE

IGNACIO GONZALEZ No. 3883 REGISTERED ARCHITECT STATE OF NEVADA

A120

09.15.2015 IGLESIA EL GRAN YO SOY 02 V

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GPA-63547, ZON-63548, WVR-63549 and SDR-63550



GPA-63547 [PRJ-63446] - GENERAL PLAN AMENDMENT RELATED TO ZON-63548, WVR-63549, SDR-63550 - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY
4955 AND 4965 BEVVIE DRIVE

03/03/16



GPA-63547 [PRJ-63446] - GENERAL PLAN AMENDMENT RELATED TO ZON-63548, WVR-63549, SDR-63550 - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY
4955 AND 4965 BEVVIE DRIVE

03/03/16



GPA-63547 [PRJ-63446] - GENERAL PLAN AMENDMENT RELATED TO ZON-63548, WVR-63549, SDR-63550 - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY
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GPA-63547 [PRJ-63446] - GENERAL PLAN AMENDMENT RELATED TO ZON-63548, WVR-63549, SDR-63550 - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY
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GPA-63547 [PRJ-63446] - GENERAL PLAN AMENDMENT RELATED TO ZON-63548, WVR-63549, SDR-63550 - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY
4955 AND 4965 BEVVIE DRIVE

03/03/16

IGNACIO GONZALEZ
/ ARCHITECT, LTD.

November 25, 2015

PLANNING DEPARTMENT
CLARK COUNTY DEPARTMENT OF DEVELOPMENT SERVICES
Grand Central Parkway
LAS VEGAS, NEVADA

PROJECT JUSTIFICATION LETTER

RE: IGLESIA EL GRAN YO SOY - CHURCH

To whom it may concern;

We are forwarding to you this justification letter for the General Plan Amendment, waiver of street improvements at Bevvie Drive and Special Use Permit required for proposed use at 4965 Bevvie Drive. We propose to convert the existing single story Building and property that use to be a Pre-school into a place of worship (church) in addition to the consolidation of both adjacent properties owned by the Church. The easterly parcel is a school building and will continue as such. There is another place of worship across the street. The assessor's Parcel Number is138-13-801-030 for the church and 138-13-801-031 for the existing school building parcel and 138-13-801-032 for the third lot. The zoning classification for all three is R-E.

There are no new structures proposed. The use will include a main hall for worship, accessory facilities (restrooms) within, and a Sunday school facility within the adjacent existing building. The existing vacant rear and front of the property will have the required parking stalls for our use (19 stalls including one van h.c. stall). There is some children's playground equipment which shall be refurbished for the congregation's children's use.

Also we are requesting to waive the improvements at Bevvie Drive as well along with this justification letter.

We are respectfully requesting that you permit the Church use and consolidation of both parcels to be approved as presented.

Thank you.
Ignacio Gonzalez
Principal architect

For Pastor David Cedeno
Iglesia El Gran Yo Soy

GPA-63547, ZON-63548, WVR-63549 and SDR-63550

PRJ-63446
02/25/16

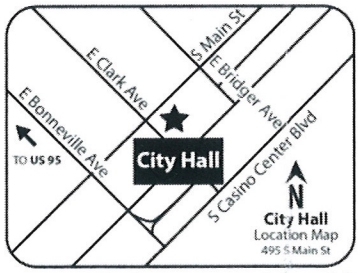
ARCHITECTURE • URBAN PLANNING • INTERIOR DESIGN • FOOD FACILITIES
2516 OCEAN FRONT DRIVE LAS VEGAS, NEVADA 89128 PHONE: (702) 491-1397 EMAIL: IGONZALEZ@IGARCHITECTS.COM

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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

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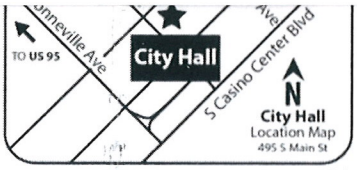
☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-63547 & ZON-63548 [PRJ-63446]
Planning Commission Meeting of 4/12/2016

53 BRDGNP1 89108

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Case: GPA-63547
13813801013
LAFRENIERE FAMILY TRUST
LAFRENIERE BRUCE A & JOANNE TRS
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LAS VEGAS NV 89108-3514



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Planning Commission Meeting of 4/12/2016

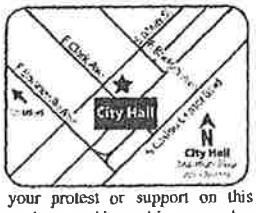
53 BRDGNP1 89108

APR 11 2016
City of Las Vegas
Dept. of Planning

Case: GPA-63547
13813801024
WOLATZ SCOTT S & MARGARET
5031 BERRIE DR
LAS VEGAS NV 89108

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Development Services Center
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GPA-63547 & ZON-63548 [PRJ-63446]
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13813801063
KNAUSS ENTERPRISES L L C
P O BOX 130548
HOUSTON TX 77219-0548

Downtown Exec 1 702 382 2155 04/08/2016 11:22 #182 P.002/002

mitted after final agenda
Date 04/12/2016 Item 40-41 P

City of Las Vegas
Department of Planning
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GPA-63547 & ZON-63548 [PRJ-63446]
Planning Commission Meeting of 4/12/2016

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Case: GPA-63547
13813601044
SWARTZ RAY L & FRANCES
5000 JEAN AVE
LAS VEGAS NV 89108-3515

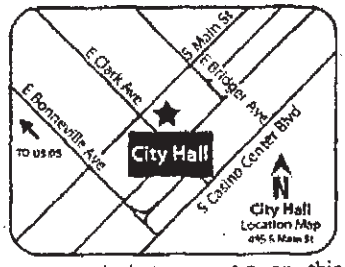
53 BRDGNP1 89108

Submitted after final agenda
Date 04/12/2016 Item 40-41A

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GPA-63547 & ZON-63548 [PRJ-63446]
Planning Commission Meeting of 4/12/2016

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Dept. of Planning

Case: GPA-63547
13813801045
VRANESH JOSEPH
BELL STEWART L
1700 S 8TH ST
LAS VEGAS NV 89104-2845

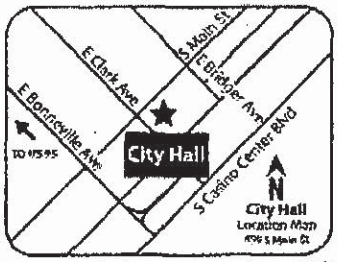
40-41P

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333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Removal of open & Green Space Requirement will negatively impact the neighborhood & Surrounding Property

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☐ I SUPPORT this Request

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GPA-63547 & ZON-63548 [PRJ-63446]
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Case: GPA-63547

13813801034
BELL STEWART L
VRANESH JOSEPH REVOCABLE FAM TR
1700 S 8TH ST
LAS VEGAS NV 89104-2845

43 BRDGNP1 89104

40-41P

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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GPA-63547 & ZON-63548 [PRJ-63446]
City Council Meeting of May 18, 2016

Case: GPA-63547
13813801034
BELL STEWART L
VRANESH JOSEPH REVOCABLE FAM TR
1700 S 8TH ST
LAS VEGAS NV 89104-2845

49 DRDCNP1 89104

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GPA-63547 & ZON-63548 [PRJ-63446]
City Council Meeting of May 18, 2016

Case: GPA-63547
13813801045
VRANESH JOSEPH
BELL STEWART L
1700 S 8TH ST
LAS VEGAS NV 89104-2845

Submitted after final agenda

Date 5/9/16 Item 91992

49 DRDCNP1 89104

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☐ I SUPPORT this Request

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GPA-63547 & ZON-63548 [PRJ-63446]
City Council Meeting of May 18, 2016

Case: GPA-63547

13813801084
TRUJILLO JEFFREY
5095 ROBERTA LN
LAS VEGAS NV 89108-3507

53 DRDGNP1 89108

Submitted after final agenda

Date 5/10/16 Item 91 & 92

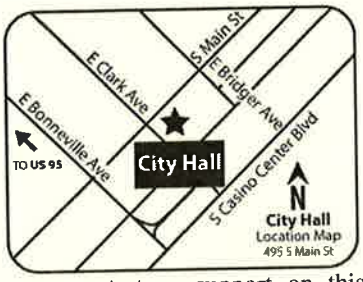
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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-63547 & ZON-63548 [PRJ-63446]
City Council Meeting of May 18, 2016

Case: GPA-63547
13813801024
WOLATZ SCOTT S & MARGARET
5031 BERRIE DR
LAS VEGAS NV 89108

53 DRDCNP1 89108

Submitted after final agenda

Date 5/17/16 Item 91-92

May. 18. 2016 6:15AM No. 6517. P. 1/2

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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-63547 & ZON-63548 [PRJ-63446]
City Council Meeting of May 18, 2016

Case: GPA-63547

13813801059
GAINES DALE A & KATHRYN
4981 JEAN AVE
LAS VEGAS NV 89108-3519

53 DRDGNP1 89108

Submitted after final agenda
Date 5/18/16 Item 91 & 92

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-63547 & ZON-63548 [PRJ-63446]
Council Meeting of May 18, 2016

94

Case: GPA-63547

13813801044
SWARTZ RAY L & FRANCES
5000 JEAN AVE
LAS VEGAS NV 89108-3515

Submitted after final agenda

Date 5/14/16 91 792

MAY-13-2016 08:04 From: 702-658-6212 Page: 1/1

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

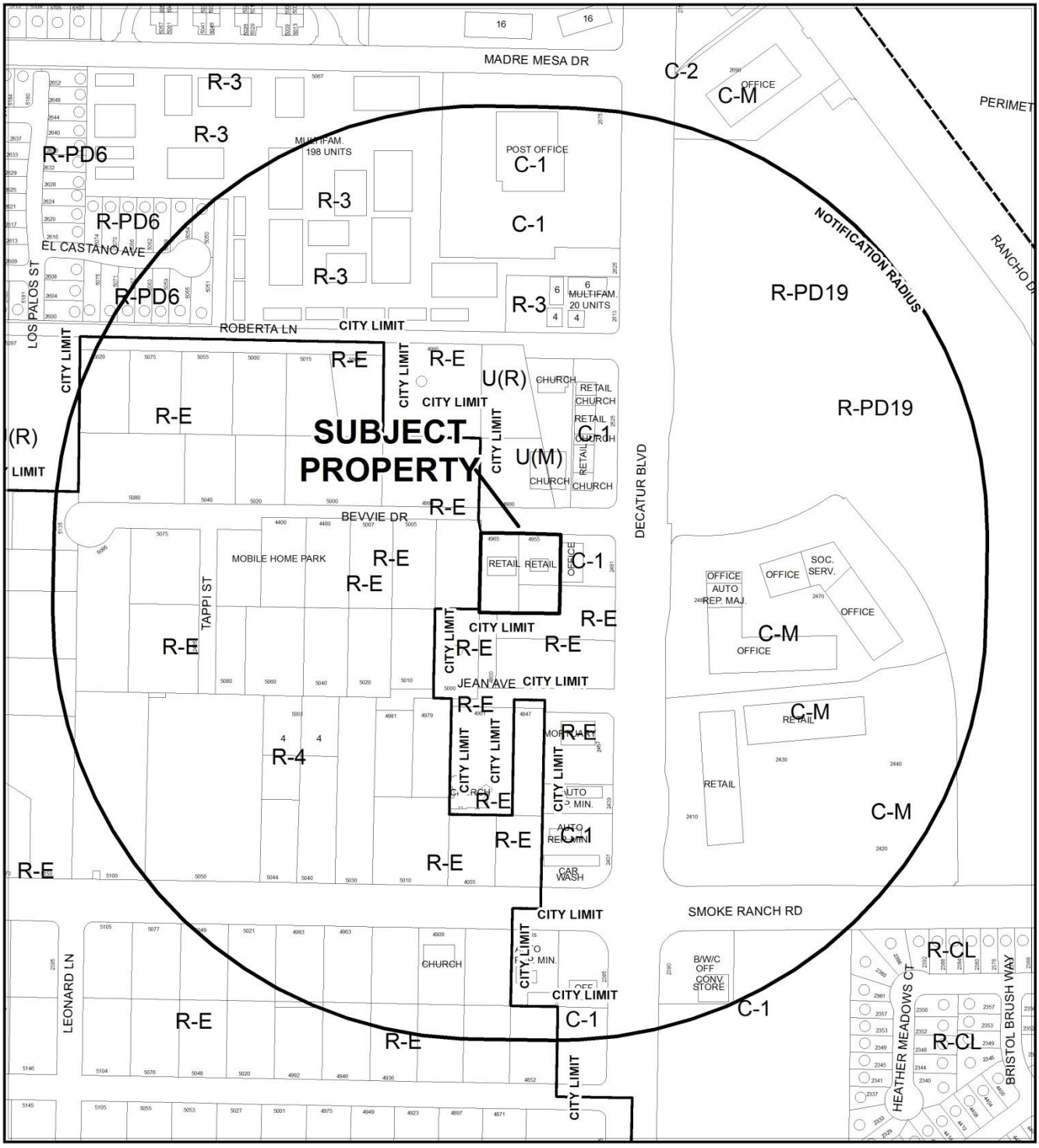
SUBJECT:
ZON-63548 - ABEYANCE ITEM - REZONING RELATED TO GPA-63547 - PUBLIC HEARING - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 0.80 acres at 4955 and 4965 Bevvie Drive (APNs 138-13-801-030, 031 and 032), Ward 5 (Barlow) [PRJ-63446]. The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**6**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-63548, WVR-63549 and SDR-63550 [PRJ-63446]
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 200 400 Feet

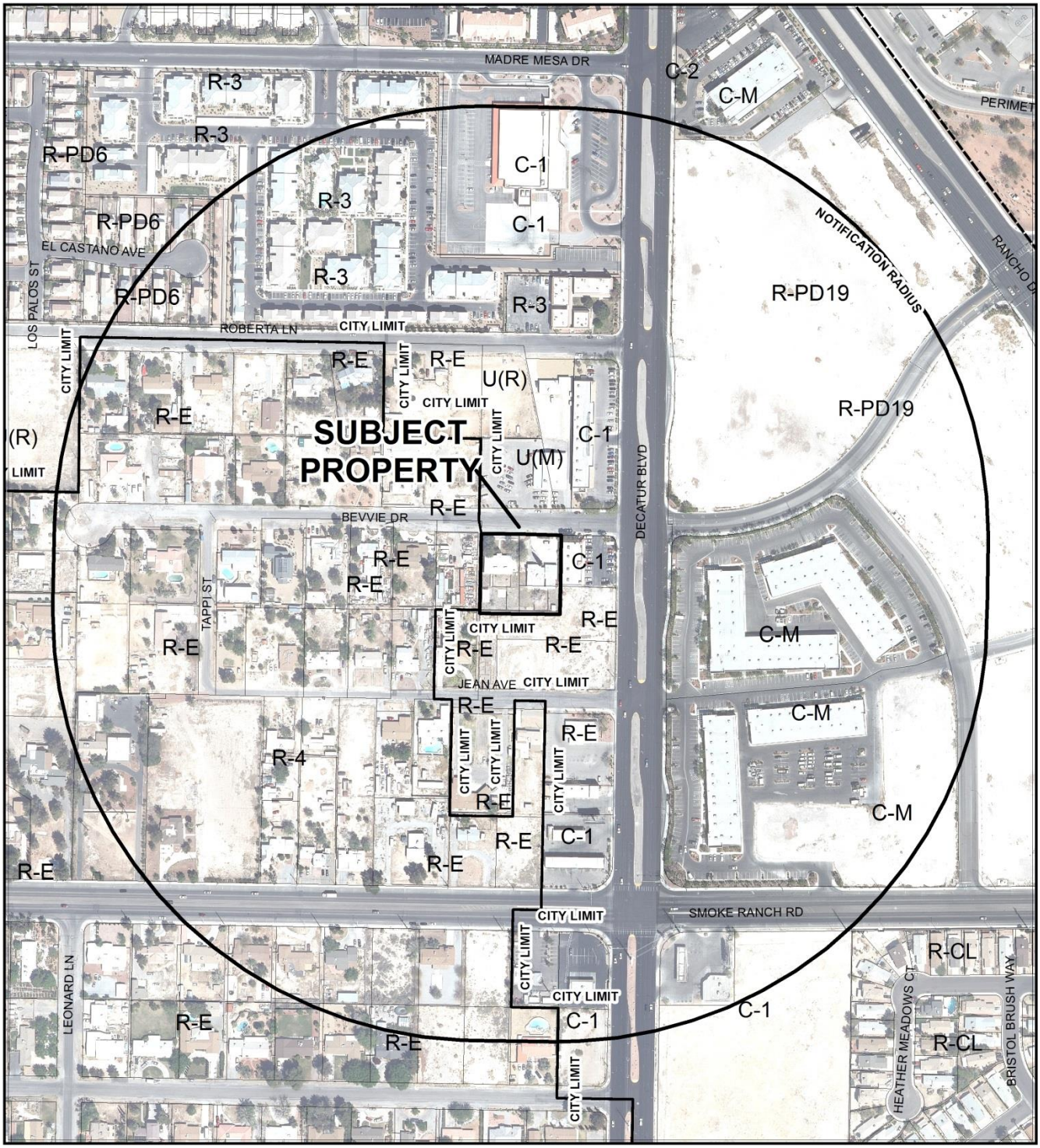
CASE: **ZON-63548, WVR-63549 AND SDR-63550 (PRJ-63446)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 200 400 Feet

CASE: **ZON-63548, WVR-63549 AND SDR-63550 (PRJ-63446)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

ZON-63548

Case Number: 13813801030 APN: _____

Name of Property Owner: Iglesia El Gran Yo Soy

Name of Applicant: David Cedeno

Name of Representative: David Cedeno

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: David Cedeno

Print Name: David Cedeno

Subscribed and sworn before me

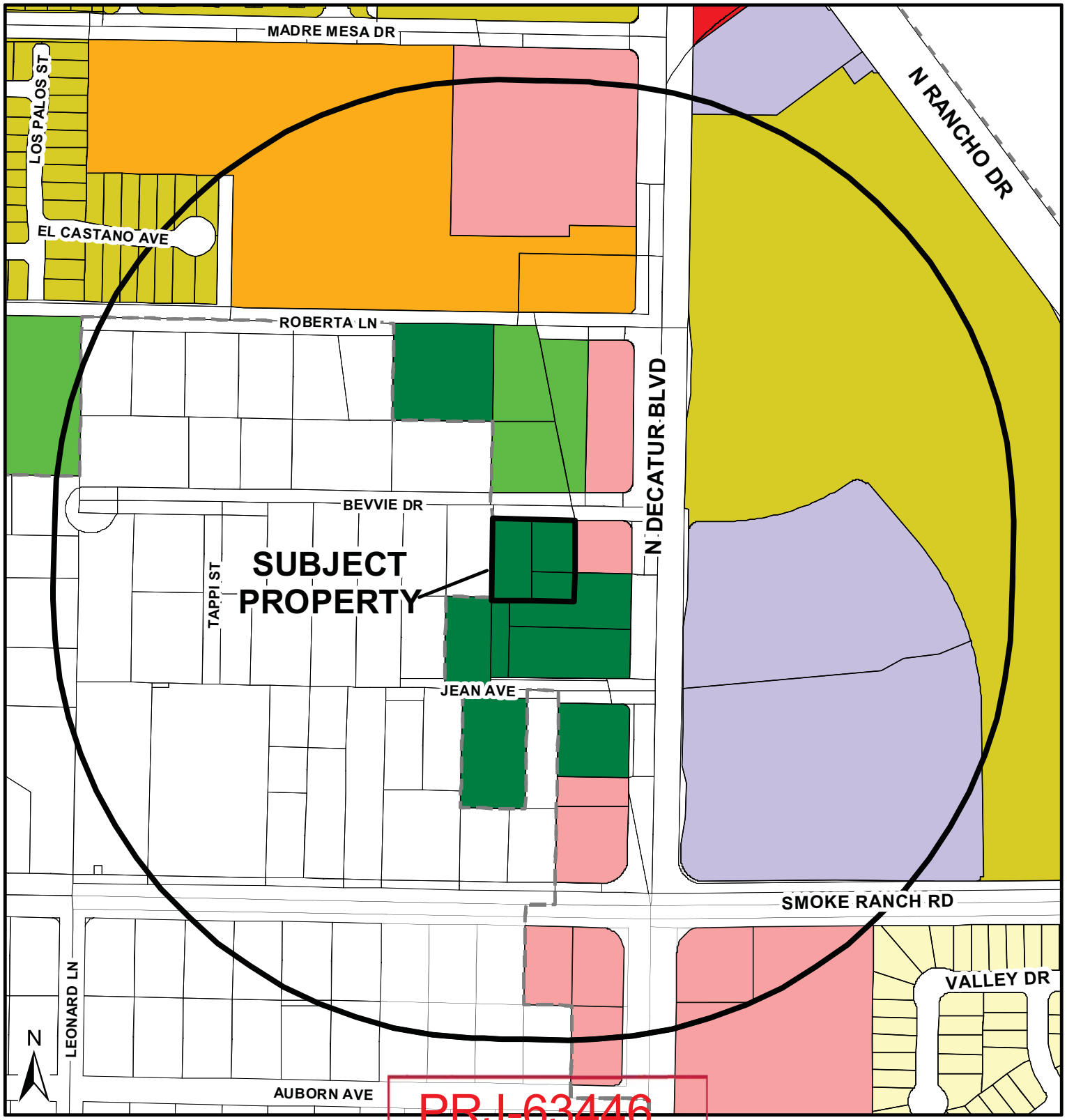
This 21 day of Sept, 2015

Notary Public in and for said County and State

TROY ARIAS
Notary Public, State of Nevada
Appointment No. 09-11048-1
My Appt. Expires Sept. 16, 2017

PRJ-63446
02/25/16

ZON-63548



PRJ-63446
03/10/16

FROM R-E TO C-V

Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

- Subject Property
- 1000ft Buffer
- City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, March 10, 2016

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-63550 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-63547, ZON-63548 AND WVR-63549 - PUBLIC HEARING - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 2,220 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND A 2,787 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS TO ALLOW A ZERO-FOOT WIDE LANDSCAPE BUFFER ON PORTIONS OF THE EAST AND SOUTH PROPERTY LINES WHERE EIGHT FEET IS REQUIRED AND A FOUR-FOOT WIDE LANDSCAPE BUFFER ON A PORTION OF THE NORTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 0.80 acres at 4955 and 4965 Bevvie Drive (APNs 138-13-801-030, 031 and 032), R-E (Residence Estates) Zone [PROPOSED: C-V (Civic)], Ward 5 (Barlow) [PRJ-63446]. The Planning Commission (6-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**1**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SDR-63550

Case Number: 13813801030 APN: _____

Name of Property Owner: Iglesia El Gran Yo Soy

Name of Applicant: David Cedeno

Name of Representative: David Cedeno

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: David Cedeno

Print Name: David Cedeno

Subscribed and sworn before me

This 21 day of Sept, 2015

Notary Public in and for said County and State

TROY ARIAS
Notary Public, State of Nevada
Appointment No. 09-11048-1
My Appt. Expires Sept. 16, 2017

PRJ-63446
02/25/16

SDR 63550
Iglesia El Gran Yo Soy

4965 Bevvie Drive

Proposed conversion of a single-family dwelling into a 5.007 thousand square foot church and office.

Existing Use

Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	1	9.57	10
AM Peak Hour			0.75	1
PM Peak Hour			1.01	1

First Proposed Use

Average Daily Traffic (ADT)	CHURCH [1000 SF]	2.22	9.11	20
AM Peak Hour			0.56	1
PM Peak Hour			0.55	1

Second Proposed Use

Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	2.787	11.01	31
AM Peak Hour			1.55	4
PM Peak Hour			1.49	4

Net Change

Average Daily Traffic (ADT)	APARTMENT [DWELL]	5.007	6.65	41
AM Peak Hour			0.51	4
PM Peak Hour			0.62	4

Existing traffic on all nearby streets:

Decatur Blvd.	
Average Daily Traffic (ADT)	18,080
PM Peak Hour (heaviest 60 minutes)	1,446

Smoke Ranch Dr.	
Average Daily Traffic (ADT)	11,055
PM Peak Hour (heaviest 60 minutes)	884

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Decatur Blvd.	51,800
Smoke Ranch Dr.	34,500

This project will add approximately 41 trips per day on Bevvie Dr., Decatur Blvd. and Smoke Ranch Dr. Decatur is currently at about 35 percent of capacity and Smoke Ranch is at about 32 percent of capacity. After this project, these capacities are expected to be unchanged. Counts are not available for Bevvie, but it is believed to be under capacity.

Based on Peak Hour use, this development will add into the area roughly 4 additional cars, or one every fifteen minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
WVR-63549 - ABEYANCE ITEM - WAIVER RELATED TO GPA-63547 AND ZON-63548 - PUBLIC HEARING - APPLICANT/OWNER: IGLESIA EL GRAN YO SOY - For possible action on a request for a Waiver TO NOT INSTALL HALF-STREET IMPROVEMENTS (CURB, GUTTER, SIDEWALK, STREETLIGHTS, STREETSCAPE AND AMENITIES) WHERE SUCH ARE REQUIRED on 0.80 acres at 4955 and 4965 Bevvie Drive (APNs 138-13-801-030, 031 and 032), R-E (Residence Estates) Zone [PROPOSED: C-V (Civic)], Ward 5 (Barlow) [PRJ-63446]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**1**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Back up Submitted at the April 12, 2016 Planning Commission Meeting
4. Submitted after Final Agenda - Protest Postcards for WVR-63549 and SDR-63550 [PRJ-63446]

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

WVR-63549

Case Number: 13813801030 APN: _____

Name of Property Owner: Iglesia El Gran Yo Soy

Name of Applicant: David Cedeno

Name of Representative: David Cedeno

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: David Cedeno

Print Name: David Cedeno

Subscribed and sworn before me

This 21 day of Sept, 2015

Notary Public in and for said County and State

TROY ARIAS
Notary Public, State of Nevada
Appointment No. 09-11048-1
My Appt. Expires Sept. 16, 2017

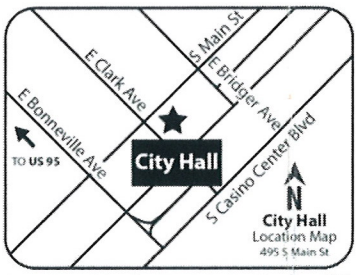
PRJ-63446
02/25/16

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

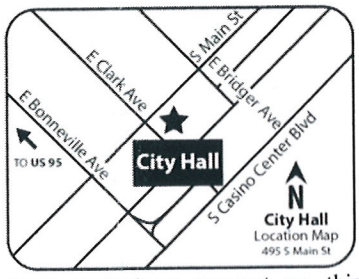
WVR-63549 & SDR-63550 [PRJ-63446]
Planning Commission Meeting of 4/12/2016

53 BRDGNP1 89108

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Dept. of Planning

Case: WVR-63549
13813801013
LAFRENIERE FAMILY TRUST
LAFRENIERE BRUCE A & JOANNE TRS
5040 BEVVIE DR
LAS VEGAS NV 89108-3514

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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WVR-63549 & SDR-63550 [PRJ-63446]
Planning Commission Meeting of 4/12/2016

53 BRDGNP1 89108

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Case: WVR-63549
13813801024
WOLATZ SCOTT S & MARGARET
5031 BERRIE DR
LAS VEGAS NV 89108

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

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-63549 & SDR-63550 [PRJ-63446]
Planning Commission Meeting of 4/12/2016

Case: WVR-63549

13813801063
KNAUSS ENTERPRISES L L C
P O BOX 130548
HOUSTON TX 77219-0548

68 BRDGNP1 77219

Submitted after final agenda
Date 04/12/2016 Item 42-43P

From:Palm Mortuary Downtown Exec 1 702 382 2155 04/08/2016 11:22 #182 P.001/002

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

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
WVR-63549 & SDR-63550 [PRJ-63446]
Planning Commission Meeting of 4/12/2016

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Dept. of Planning

Case: WVR-63549
13813801044
SWARTZ RAY L & FRANCES
5000 JEAN AVE
LAS VEGAS NV 89108-3515

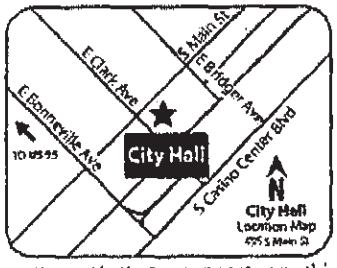
53 BRDGNP1 89106

Submitted after final agenda
Date 04/12/2016 Item 42-43A

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

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-63549 & SDR-63550 [PRJ-63446]
Planning Commission Meeting of 4/12/2016

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Case: WVR-63549
13813801034
BELL STEWART L
VRANESH JOSEPH REVOCABLE FAM TR
1700 S 8TH ST
LAS VEGAS NV 89104-2845

45 BRDGNP1 89104

42-43P

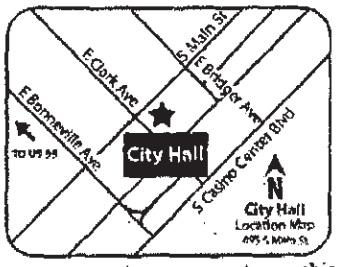
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Development Services Center
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Waiving lighting, Amenities etc will Negatively, Impact Neighborhood.

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Dept. of Planning



Church Location will hinder Commercial development due to zoning /Proximity restrictions For liquor sales, Gaming, etc.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-63549 & SDR-63550 [PRJ-63446]
Planning Commission Meeting of 4/12/2016

Case: WVR-63549
13813801045
VRANESH JOSEPH
BELL STEWART L
1700 S 8TH ST
LAS VEGAS NV 89104-2845

49 BRDGMP1 89104

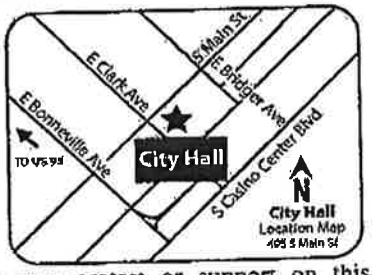
42-43 P

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495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-63549 & SDR-63550 [PRJ-63446]
City Council Meeting of May 18, 2016

Case: GPA-63547

13813801045
VRANESH JOSEPH
BELL STEWART L
1700 S 8TH ST
LAS VEGAS NV 89104-2845

49 DRDGNP1 89104

05/05/2016 16:39 7023198501 PAGE 02/04

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-63549 & SDR-63550 [PRJ-63446]
City Council Meeting of May 18, 2016

Case: GPA-63547

13813801034
BELL STEWART L
VRANESH JOSEPH REVOCABLE FAM TR
1700 S 8TH ST
LAS VEGAS NV 89104-2845

Submitted after final agenda

Date 5/9/16 Item 93+94

49 DRDGNP1 89104

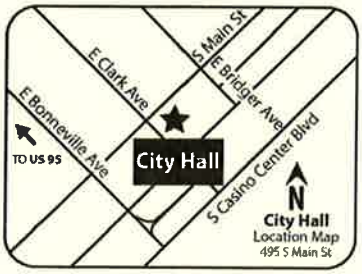
City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-63549 & SDR-63550 [PRJ-63446]
City Council Meeting of May 18, 2016

Case: GPA-63547

13813801024
WOLATZ SCOTT S & MARGARET
5031 BERRIE DR
LAS VEGAS NV 89108

53 DRDCNP1 89108

Submitted after final agenda

Date 5/17/16 Item 93;94

May. 18. 2016 6:15AM No. 6517 P. 2/2

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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2016 MAY 18 A 8:12

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ *I SUPPORT* this Request

☒ *I OPPOSE* this Request

Please use available blank space on card for your comments.

WVR-63549 & SDR-63550 [PRJ-63446]
City Council Meeting of May 18, 2016

13813801059 Case: GPA-63547
GAINES DALE A & KATHRYN
4981 JEAN AVE
LAS VEGAS NV 89108-3519

53 DRDGMP1 89108

Submitted after final agenda
Date 5/18/16 Item 93 & 94

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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CITY CLERK
2016 MAY 16 A 7:15

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-63549 & SDR-63550 [PRJ-63446]
City Council Meeting of May 18, 2016

Case: GPA-63547
13813801044
SWARTZ RAY L & FRANCES
5000 JEAN AVE
LAS VEGAS NV 89108-3515

Submitted after final agenda

Date 5/16/16 Item A3-94

53 DRDCNP1 89106

MAY-13-2016 08:03 From:702-658-6212 Page:1/1

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

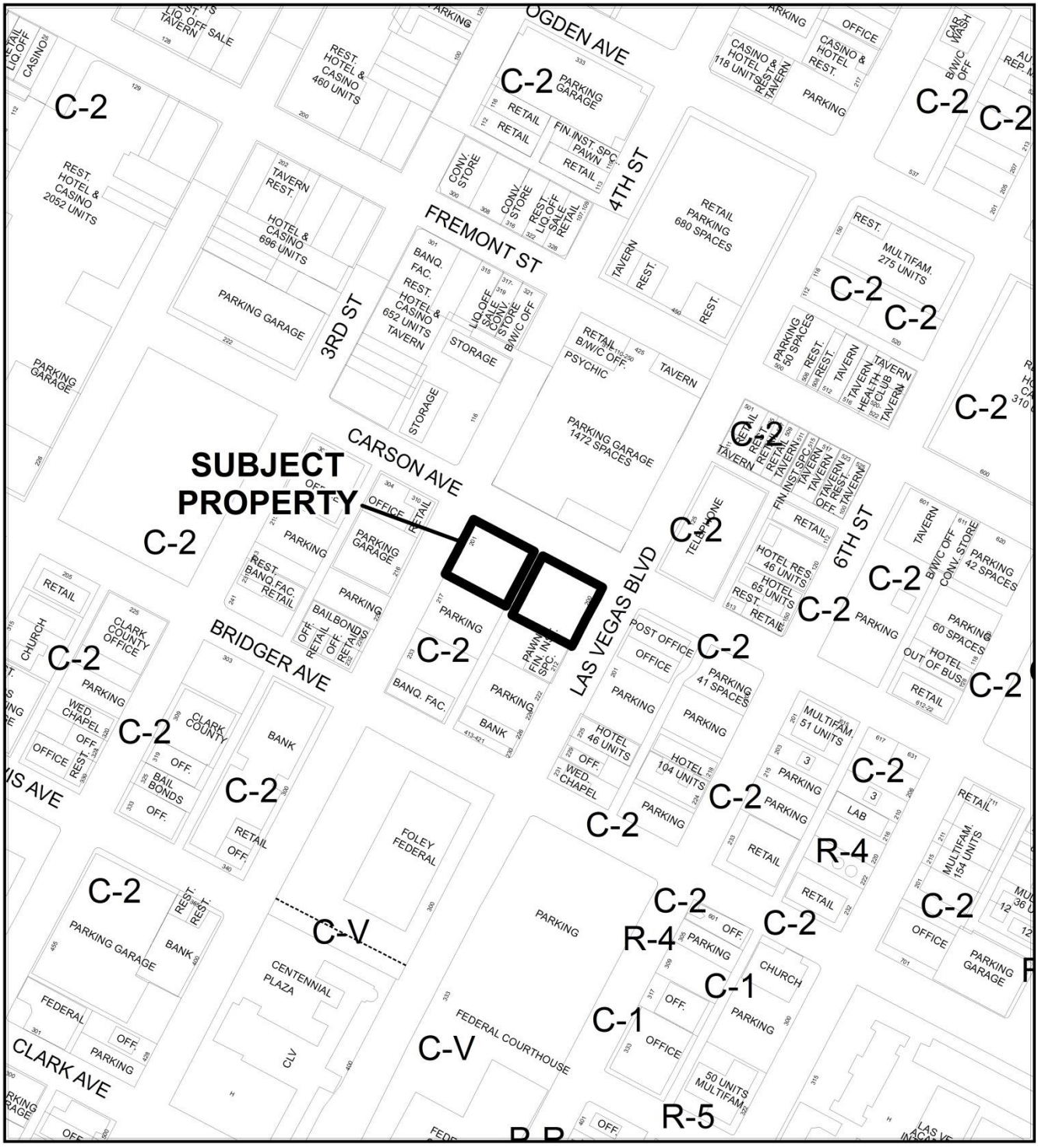
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-64273 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - NON-PUBLIC HEARING - APPLICANT/OWNER: PROVIEW SERIES 17, LLC - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-49986) FOR A TEMPORARY PARKING LOT on 0.84 acres at 201 South 4th Street and 200 South Las Vegas Boulevard (APNs 139-34-610-023 and 139-34-610-031), 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**

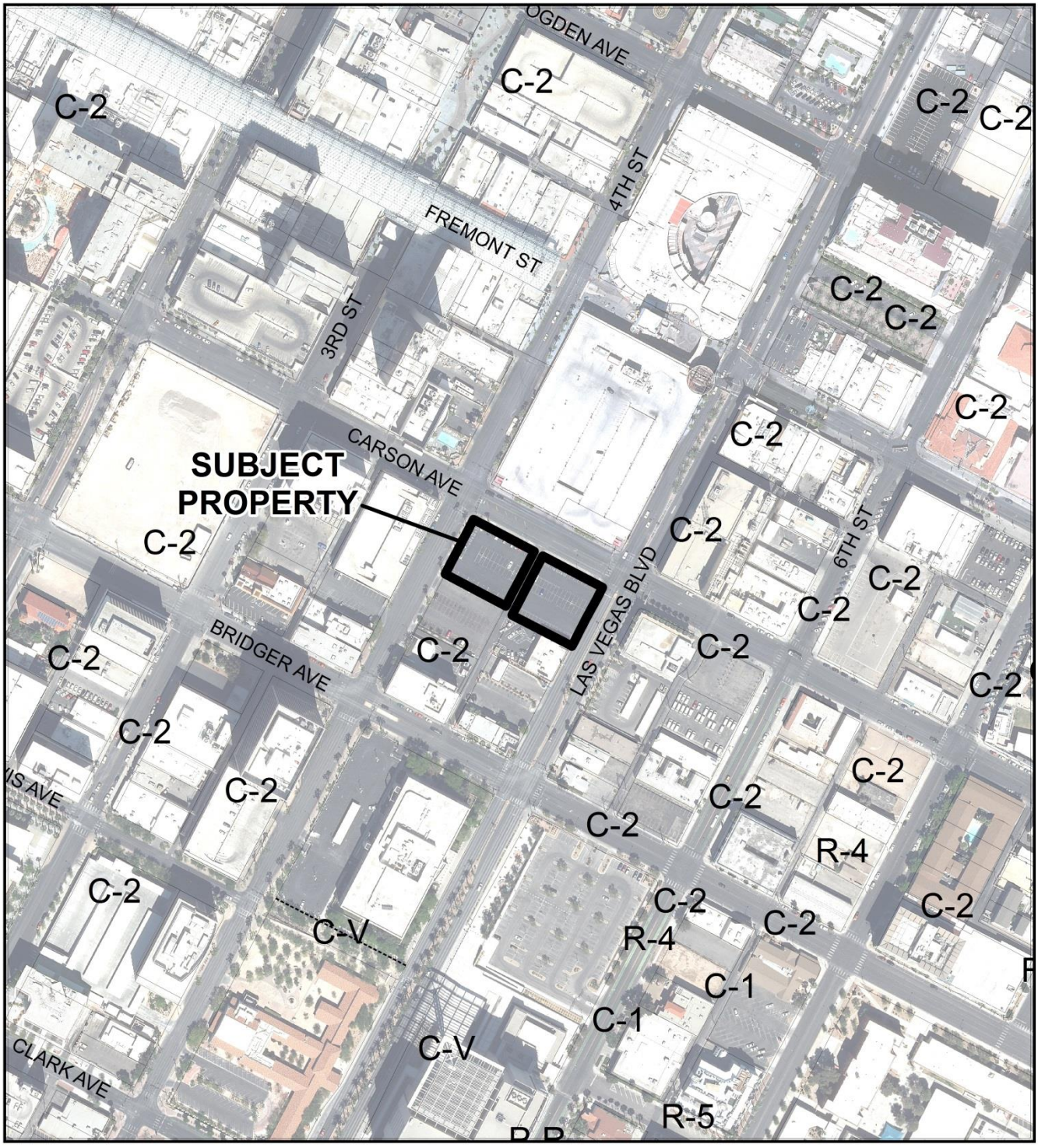
RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SDR-49986
6. Planning Administrative Approval Letter - SDR-49986
7. Justification Letter



CASE: **EOT-64273**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: **EOT-64273**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 1, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: PROVIEW SERIES 17, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-64273	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

EOT-64273 CONDITIONS

Planning

1. This approval shall expire 07/01/19 unless another extension of time is approved by the City Council.

2. Conformance to the approved conditions for Site Development Plan Review (SDR-49986).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of the three-year time period established for a temporary City-operated parking lot on 0.84 acres at 201 South 4th Street and 200 South Las Vegas Boulevard. The temporary lot was most recently approved through an administrative Site Development Plan Review (SDR-49986). The parking lot has been completed and operational since 2013. The owner is requesting an additional three-year time period in order to maintain an adequate supply of public parking spaces in the Downtown area. As the parking lot remains compatible with surrounding land uses, staff recommends approval of this Extension of Time request to allow use of the land as a temporary parking lot for an additional three years, subject to conditions. If denied, the parking lot use on this property must cease by July 3, 2016.

ISSUES

- The Downtown Centennial Plan requires any extension of the approval period established for a temporary parking lot to be reviewed by the City Council.
- This is the first request for extension of the three-year time limit for the use of the property as a temporary parking lot imposed by Site Development Plan Review (SDR-49986).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/05/60	The City Council approved a Rezoning (Z-0037-60) from C-1 (Limited Commercial) to C-2 (General Commercial) at 200 South Las Vegas Boulevard and 201 South 4th Street as part of a larger request. The Planning Commission and staff recommended approval.
08/17/11	The City Council approved a Site Development Plan Review (SDR-41271) for a proposed parking lot with Waivers of the Downtown Centennial Plan Streetscape and Parking Lot Landscape Requirements on 0.85 acres at 201 South 4th Street and 200 South Las Vegas Boulevard. The Planning Commission recommended approval and staff recommended denial.
07/01/13	Department of Planning staff administratively approved a Minor Site Development Plan Review (SDR-49986) for a temporary parking lot on 0.84 acres at 201 South 4th Street and 200 South Las Vegas Boulevard. The approval expires 07/03/16.
03/27/14	Department of Planning staff administratively approved a Temporary Sign Permit (TSP-53492) for three 3-foot by 14-foot banners on the perimeter fencing at 200 South Las Vegas Boulevard and 201 South 4th Street from 04/01/14 to 10/01/14.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/15/14	The City Council approved a Variance (VAR-55335) to allow a zero-foot sign setback where five feet is required and to allow two freestanding signs to be located within the Downtown Casino Overlay Special Signage District where such is not allowed on 0.85 acres at 200 South Las Vegas Boulevard and 201 South 4th Street. The Planning Commission and staff had recommended denial.
	The City Council accepted the applicant's request to Withdraw Without Prejudice a request on appeal for a Sign Design Review (ARC-55336) for two proposed freestanding signs and two proposed wall signs at an existing Parking Facility with waivers to allow no illumination where at least 50 percent LED or neon is required along Carson avenue and at least 75 percent neon is required within the Las Vegas Boulevard Scenic Byway Overlay District at 200 South Las Vegas Boulevard and 201 South 4th Street. The Downtown Design Review Committee and staff had recommended denial.

Most Recent Change of Ownership	
03/29/13	A deed was recorded for a change in ownership on APNs 139-34-610-023 and 031.

Related Building Permits/Business Licenses	
09/02/10	A building permit (171339) was issued to demolish a vacant bank building at 201 South 4th Street. The permit was finalized 11/01/10.
	A building permit (171338) was issued to demolish a vacant bank building at 200 South Las Vegas Boulevard. The permit was finalized 11/01/10.
08/01/13	A building permit (237780) was issued for resurfacing of a parking lot at 200 South Las Vegas Boulevard. A final inspection was completed 09/05/13.
	A building permit (237781) was issued for resurfacing of a parking lot at 201 South 4th Street. A final inspection was completed 09/10/13.
	A building permit (237783) was issued for a 42-inch wrought iron fence at 201 South 4th Street. A final inspection was completed 09/10/13.
	A building permit (237784) was issued for a 42-inch wrought iron fence at 200 South Las Vegas Boulevard. A final inspection was completed 09/10/13.
01/05/16	A building permit (308283) was issued for installation of solar light poles within an existing parking lot at 201 South 4th Street. A final inspection was completed 03/29/16.
	A building permit (308284) was issued for installation of solar light poles within an existing parking lot at 200 South Las Vegas Boulevard. A final inspection was completed 03/29/16.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/05/16	The site consists of two striped parking fields separated by a public alley. The lots are enclosed at the frontages by the green Downtown Centennial Plan wrought iron fencing. Freestanding signs advertising the parking lot are located along 4th Street and Las Vegas Boulevard.

Details of Application Request	
Site Area	
Net Acres	0.84

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Parking Facility (Temporary)	C (Commercial)	C-2 (General Commercial)
North	Parking Facility	C (Commercial)	C-2 (General Commercial)
South	Pawn Shop Parking Facility	C (Commercial)	C-2 (General Commercial)
East	Post Office, Regional	C (Commercial)	C-2 (General Commercial)
West	Office, Other Than Listed General Retail Store	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District (Central Casino Core)	Y
A-O (Airport Overlay) District (200 Feet)	Y
Downtown Casino Overlay District	Y
Live/Work Overlay District	Y
Las Vegas Boulevard Scenic Byway Overlay District (APN 139-34-610-023 only)	Y

Other Plans or Special Requirements	*Compliance*
Trails	Y
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Carson Avenue	Secondary Collector	Master Plan of Streets and Highways	80	Y
4th Street	Secondary Collector	Master Plan of Streets and Highways	80	Y
Las Vegas Boulevard	Primary Arterial	Master Plan of Streets and Highways	85	N

Parking Requirement - Downtown							
Use	*Gross Floor Area or Number of Units*	*Base Parking Requirement*			*Provided*		*Compliance*
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Temporary Commercial Parking Lot	N/A	N/A	N/A				
TOTAL SPACES REQUIRED			N/A		113		N/A
Regular and Handicap Spaces Required			N/A		108	5	N/A

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

ANALYSIS

The Downtown Centennial Plan allows for temporary parking facilities to be provided on a site for a period of up to 36 months, provided the area is paved with a solid parking surface and perimeter streetscape amenities are provided. The applicant may apply to extend the time allowed for a temporary parking lot with City Council review. The current lot is paved, striped and fenced along the perimeter in conformance to Downtown Centennial Plan temporary parking lot development standards. The lot is situated close to the Foley Federal Building, Fremont Street Experience and nearby offices and retail stores. There has been no significant zoning-related activity in this area since the original approval of the temporary parking lots.

FINDINGS (EOT-64273)

This is the first extension request for this lot. Conditions in the area have not changed that would affect the compatibility of the existing temporary use at this location. Staff therefore recommends approval of the requested Extension of Time with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-64273** APN: 139-34-610-023 and139-34-610-031

Name of Property Owner: Proview Series 17 LLC

Name of Applicant: Kamran Fouladbakhsh

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Kamran Fouladbakhsh

Subscribed and sworn before me

This 30 day of March, 2016

_____
Notary Public in and for said County and State

JOANN CROLLI
Notary Public State of Nevada
APPT NO 02-79131-1
My App. Expires September 16, 2018

RECEIVED
APR 14 2016

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Proview Series 17, LLC

Project Address (Location) 201 S. 4th Street and 200 S. Las Vegas Boulevard

Project Name Temporary Parking Lot **Proposed Use** Temp Parking Lot

Assessor's Parcel #(s) 139-34-610-023 and 031 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.85 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Kamran Fouladbakhsh **Contact** construction126@gmail.com

Address 11022 Santa Monica Boulevard, Suite 230 **Phone:** (702) 468-9900 **Fax:** _____

City Los Angeles **State** CA **Zip** 90025

E-mail Address _____

APPLICANT Same as Property Owner **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Same as Property Owner **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Kamran Fouladbakhsh

Subscribed and sworn before me

This 30 day of March, 20 16.

_____

Notary Public in and for said County and State

JOANN CROLLI
Notary Public-State of Nevada
APPT NO 02-79131-1
My App. Expires September 18, 2016

FOR DEPARTMENT USE ONLY

Case #	EOT-64273
Meeting Date:	5-1-16
Total Fee:	300.00
Date Received:*	4-14-16
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

PARKING DIMENSIONS

STANDARD	
90° ANGLE	19'-0"
0° ANGLE	23'-0"
COMPACT	
90° ANGLE	15'-0"

PER CITY OF LAS VEGAS UNIFIED DEVELOPMENT CODE CHAPTER 19.08

LEGAL DESCRIPTION

PARCEL 1:
LOTS TWENTY-EIGHT (28) THROUGH THIRTY-TWO (32) AND THE NORTH HALF (N 1/2) OF LOT THIRTY-SEVEN (37) IN BLOCK THIRTY-SIX (36) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 2:
LOTS ONE (1) THROUGH FIVE (5) IN BLOCK THIRTY-SIX (36) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

BENCHMARK

CLV BENCHMARK
CITY OF LAS VEGAS TAG-1 AND PLUG IN TOP OF CURB AT THE NORTHEAST CORNER OF MAIN STREET AND LEWIS AVENUE.
ELEVATION:
2026.06 FEET
617.545 METERS
CITY OF LAS VEGAS BENCHMARK BOOK 3088 ADJUSTMENT
UPDATED MAY 24, 2010

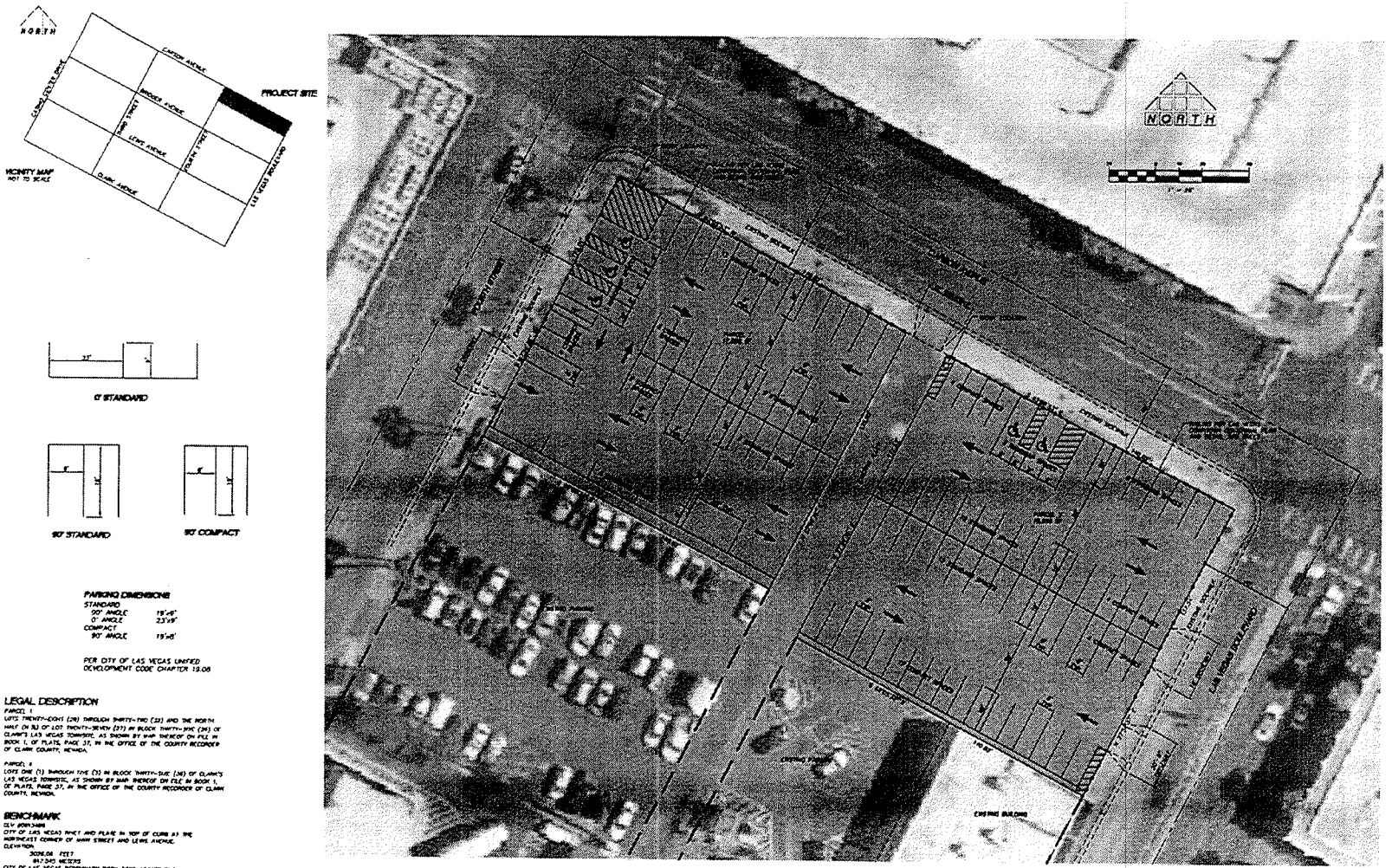
BASIS OF BEARINGS

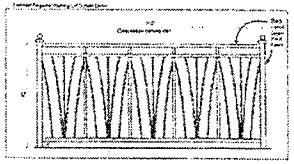
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF LAS VEGAS BOULEVARD BETWEEN BRIDGER AVENUE AND CARSON AVENUE WHICH BEARS SOUTH 27° 36'06" WEST AS SHOWN ON THE RECORD OF SURVEY FOR CITY OF LAS VEGAS IN FILE 67 OF SURVEYS ON PAGE 76 OF CLARK COUNTY OFFICIAL RECORDS.

Call before you Dig
1-800-227-2600
1-702-443-7544

Call before you Overhead
1-702-277-7979

Call before you Underground
1-702-385-1234





PARKING LOT SCREEN DETAIL
PER LAS VEGAS DOWNTOWN CENTENNIAL PLAN

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APR 14 2006

SITE DATA

ASSESSOR'S PARCEL NUMBER	139-34-610-021, 031
EXISTING ZONING	C-2 (GENERAL COMMERCIAL DISTRICT)
GROSS AREA	0.834 ACRES
OWNER	PREVIEW SERIES 17, LLC
DEVELOPER	E TECH CONSTRUCTION

PARKING ANALYSIS

STANDARD	69
COMPACT	37
HANDICAP	5
TOTAL	111

E TECH CONSTRUCTION

CARSON AVENUE PARKING
SITE PLAN

THOMASON CONSULTING ENGINEERS
227 E. BONANZA ROAD, SUITE 100
LAS VEGAS, NEVADA 89101
702-932-6125 FAX 702-932-6129

SHEET 2 OF 2

EOT-64273



EOT-64273 - APPLICANT/OWNER: PROVIEW SERIES 17, LLC
201 SOUTH 4TH STREET AND 200 SOUTH LAS VEGAS BOULEVARD

05/05/16



EOT-64273 - APPLICANT/OWNER: PROVIEW SERIES 17, LLC
201 SOUTH 4TH STREET AND 200 SOUTH LAS VEGAS BOULEVARD

05/05/16



EOT-64273 - APPLICANT/OWNER: PROVIEW SERIES 17, LLC
201 SOUTH 4TH STREET AND 200 SOUTH LAS VEGAS BOULEVARD

05/05/16



EOT-64273 - APPLICANT/OWNER: PROVIEW SERIES 17, LLC
201 SOUTH 4TH STREET AND 200 SOUTH LAS VEGAS BOULEVARD

05/05/16

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

August 25, 2011

Nevada State Bank
PO Box 990
Las Vegas, Nevada 89125

RE: SDR-41271 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF AUGUST 17, 2011

Dear Applicant:

The City Council at a regular meeting held August 17, 2011, APPROVED the request for a Site Development Plan Review FOR A PROPOSED PARKING LOT WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE AND PARKING LOT LANDSCAPE REQUIREMENTS on 0.85 acres at 201 South 4th Street and 200 Las Vegas Boulevard South (APNs 139-34-610-023 and 139-34-610-031), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 18, 2011. This approval is subject to:

Added Condition

A. The approval for this temporary parking lot shall be valid for a period of 36 months from the completion of the construction work and the date of the final off-site inspection, in accordance with the requirements of the Downtown Centennial Plan. Any request to extend this approval shall be by means of a Extension of Time application, submitted in accordance with the requirements of the LVMC Title 19.

Planning

1. The landscape shall be 36-inch box Ash trees along Carson Avenue as required by the Downtown Centennial Plan. A waiver is hereby approved to allow Mexican fan palm trees along the Las Vegas Boulevard frontage in accordance with the submitted landscape plan.

2. Conformance to conditions of approval of Z-0100-64.

3. All development shall be in conformance with the site plan and landscape plan, date stamped 05/31/11 except as amended by conditions herein.

4. A Waiver from all Downtown Centennial Plan Streetscape and Parking Lot Landscape Requirements is hereby approved.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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EOT-64273

5. Prior to use, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A revised site plan shall be submitted to and approved by the Department of Planning, prior to or at the time application is made for any permits, depicting conformance to the minimum dimensional standards of Title 19.10. for drive aisles and parking spaces.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

9. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Dedicate an additional 5 feet of right-of-way for a total half-street width of 45 feet on Las Vegas Boulevard South, a 10 foot radius on the southeast corner of Fourth Street and Carson Avenue, and a 10 foot radius on the southwest corner of Carson Avenue and Las Vegas Boulevard South adjacent to this site prior to the issuance of any permits.

12. Remove all substandard sidewalk improvements and unused driveways adjacent to this site and replace with new improvements meeting current City Standards as amended herein concurrent with development of this site. The existing driveways shown on Fourth Street and Carson Avenue may remain as constructed. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

13. All landscaping and private improvements, if any, installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

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EOT-64273

14. Submit an Encroachment Agreement for all landscaping and private improvements located in the Carson Avenue and Las Vegas Boulevard South public rights-of-way adjacent to this site prior to occupancy of this site. The installation and maintenance of all landscaping in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

15. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

Flinn Fagg
Director
Planning

cc: Ms. Tabitha Fiddyment
Kaempfer Crowell Renshaw Gronauer & Fiorentino
8345 West Sunset Road, Suite #250
Las Vegas, Nevada 89113

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APR 14 2016

EOT-64273

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

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

PHONE NO: 229-6301
FAX: 702-474-0352
TTY: 702-386-9108
www.lasvegasnevada.gov

July 1, 2013

Mr. Kamran Fouladbakhsh
Proview Series 17, LLC
11022 Santa Monica Boulevard, Suite #230
Los Angeles, California 90025

RE: SDR-49986 - MINOR SITE DEVELOPMENT PLAN REVIEW ADMINISTRATIVE CYCLE - JULY 2013

Dear Mr. Fouladbakhsh:

Your request for a Minor Site Development Plan Review FOR A TEMPORARY PARKING LOT on 0.84 acres at 201 South 4th Street and 200 Las Vegas Boulevard South (APNs 139-34-610-023 and 139-34-610-031), C-2 (General Commercial) Zone, Ward 3 (Coffin), has been considered administratively by the Department of Planning staff.

The Department of Planning has administratively ***APPROVED*** your request, subject to the following:

Planning

1. This approval shall be void three years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. Conformance to conditions of approval of Z-0100-64.

3. All development shall be in conformance with the site plan and landscape plan, date stamped 06/27/13, except as amended by conditions herein.

4. Prior to use, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

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EOT-64273

Public Works

7 Required off-site improvements shall be per the Downtown Centennial Standards section VII.F.3.g. We note that site plan proposes option "b" which permits installation of a view fence to substitute for other off-site improvements.

8. The driveway on Fourth Street and the northern driveway on Las Vegas Boulevard shall be ingress only.

This action by the Department of Planning staff on July 1, 2013 is final unless a written appeal is filed with the Director of the Department of Planning within ten days of the date of this letter.

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

PL:clb

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PROVIEW SERIES, LLC

April 1, 2016

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Extension of Time – Temporary Parking Lot

At this time, I would like to request a three (3) year Extension of Time allowed by the Temporary Parking Lot Ordinance for the following parking lots located at:

201 S. 4th Street – APN: 139-34-610-031

200 S. Las Vegas Boulevard – APN: 139-34-610-023

The initial request for the Temporary Parking Lots was approved as part of SDR-49986.

This Extension of Time will allow the parking lots to remain open keeping the current public parking inventory which benefits local businesses and visitors to the downtown area.

Thank you for your consideration

Sincerely,

Kamran Fouladbakhsh
Proview Series 17, LLC

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APR 14 2016

1115 S. Casino Center Blvd #3, Las Vegas, Nevada 89104
construction126@gmail.com
Tel: (702)750-1668

EOT-64273

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2016

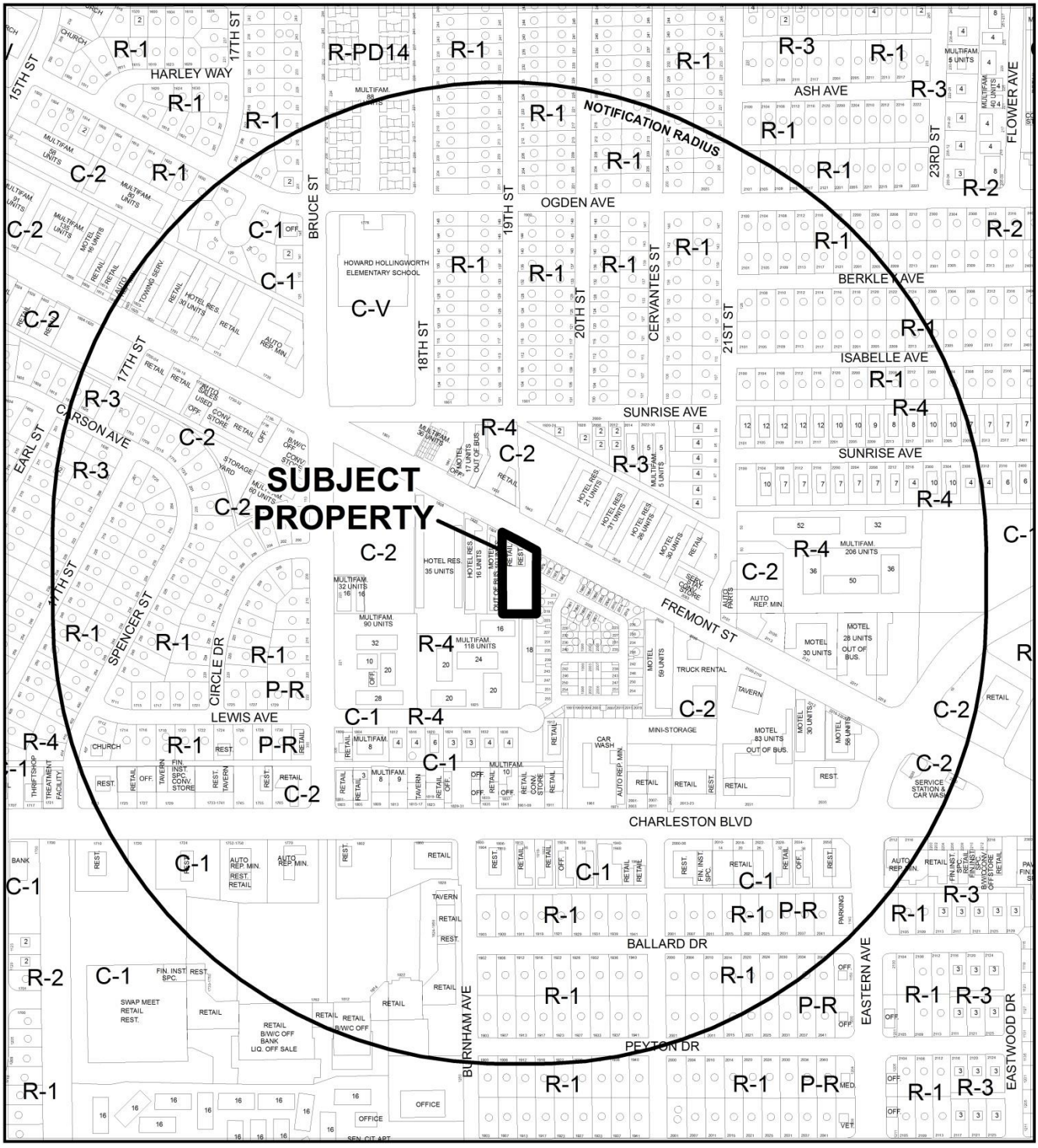
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-64310 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT/OWNER: FREMONT PROPERTIES, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING LIQUOR ESTABLISHMENT (TAVERN) at 1930 Fremont Street (APN 139-35-803-005), 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:

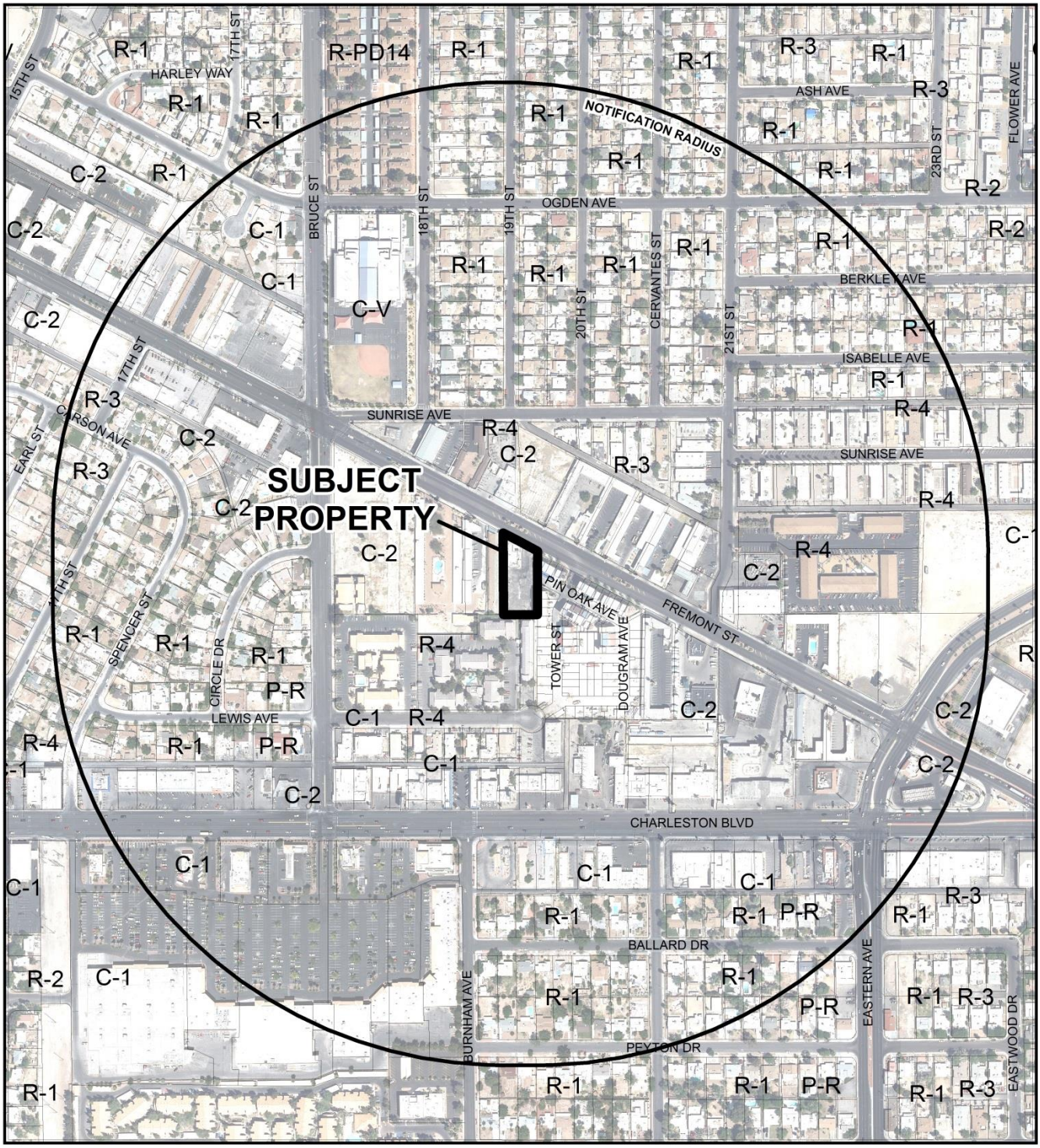
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter – EOT-58882
6. Justification Letter



CASE: **EOT-64310**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: **EOT-64310**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 1, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: FREMONT PROPERTIES, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-64310	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

EOT-64310 CONDITIONS

Planning

1. This request for an Extension of Time shall expire on 04/29/17 unless another Extension of Time is approved by the City Council.

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is the sixth request for an Extension of Time of a nonconforming use for an abandoned Liquor Establishment (Tavern) at 1930 Fremont Street. The nonconforming tavern does not meet the 1,500-foot distance separation distance required from the property line of a Church/House of Worship, Public School, Primary and other Liquor Establishments (Tavern). The applicant claims to be actively working toward completing renovations and expects to have made application for a tavern license by August 2016. However, staff was unable to find issued permits for any substantial repairs. The associated restaurant license has remained active throughout the abandonment period of the tavern. Since conditions in the area have not changed since the previous extension that would render the tavern use incompatible with surrounding parcels and the request falls within the intent of Ordinance 6114 regarding expiration of nonconforming uses, staff recommends approval with a one-year time limit.

ISSUES

- Ordinance 6114 authorizes extensions of time for certain nonconforming uses that have been abandoned (for up to one or two years, depending on the circumstances) due to economic hardship. Such extensions must be heard at a public hearing at City Council.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/30/08	A code enforcement case (71110) was processed for trash and debris scattered throughout the property at 1930 Fremont Street. The case was resolved on 11/24/08.
07/07/09	A code enforcement case (79660) was processed for an iron fence installed without permits around the front of the property at 1930 Fremont Street. The case was finalized on 08/19/09.
10/06/10	The City Council adopted Bill 2010-40 as Ordinance 6114, which authorized under certain circumstances an extension of time regarding the expiration of certain nonconforming uses due to economic hardship.
05/18/11	The City Council approved a request for an Extension of Time (EOT-41219) for a nonconforming Liquor Establishment (Tavern) located at 1930 Fremont Street. Department of Planning staff recommended denial, as conditions had changed and there was a school within 1,500 feet of the Liquor Establishment (Tavern).

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/06/12	The City Council approved a request for an Extension of Time (EOT-45152) for a nonconforming Liquor Establishment (Tavern) located at 1930 Fremont Street. Department of Planning staff recommended approval, as the use would not negatively impact the protected uses within 1,500 feet of the site.
05/01/13	The City Council approved a request for an Extension of Time (EOT-48842) for a nonconforming Liquor Establishment (Tavern) located at 1930 Fremont Street. Department of Planning staff recommended denial, as the building has not been maintained, and the applicant has not been able to reestablish the use in three years.
09/11/13	A code enforcement case (133174) was processed for trash, debris and tall weeds at 1930 Fremont Street. The case was resolved on 09/16/13.
12/23/13	A code enforcement case (136389) was processed for trash and debris scattered throughout the property at 1930 Fremont Street, Suite #A. The case was resolved on 01/08/14.
05/21/14	The City Council approved a request for an Extension of Time (EOT-53405) for a nonconforming Liquor Establishment (Tavern) located at 1930 Fremont Street. Department of Planning staff recommended denial, as the building had not been maintained, and the applicant has not been able to reestablish the use in four years.
07/07/14	A code enforcement case (143239) was processed for no lights in the parking area, potholes in the parking area, dilapidated parking barriers and no fencing next to a vacant motel at 1930 Fremont Street, Suite #A. The case was resolved on 09/25/14.
06/03/15	The City Council approved a request for an Extension of Time (EOT-58882) for a nonconforming Liquor Establishment (Tavern) at 1930 Fremont Street. Staff recommended approval, as a new tenant had been secured and renovations had commenced.

Most Recent Change of Ownership	
10/12/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1964	The building at 1930 Fremont Street was constructed.
04/25/91	A business license (C08-01391) was issued for Amusement Machines (Odyssey Pizza) at 1930 Fremont Street, Suite B. The license is still active.
	A business license (H02-01224) was issued for Handbills (Odyssey Pizza) at 1930 Fremont Street, Suite B. The license is still active.
	A business license (R10-00671) was issued for a Take-Out Restaurant (Odyssey Pizza) at 1930 Fremont Street, Suite B. The license is still active.

Related Building Permits/Business Licenses	
06/24/96	A building permit (#96012678) was issued for a 5 square-foot wall sign at 1930 Fremont Street, Suite B. A final inspection was completed 07/11/96.
08/01/07	A business license (L16-00032) was issued for a Tavern at 1930 Fremont Street. The license was classified as out of business on 04/29/10.
02/22/08	A business license enforcement case (327264) was processed for bartender failure to obtain a work card, server with no work card, no health card and no alcohol awareness certification. Two security guards working without alcohol awareness certification and no employee listing at 1930 Fremont Street. The case was resolved on 04/17/08.
08/14/09	A business license annual inspection (526833) was conducted at 1930 Fremont Street. The business was found to be in compliance.
08/19/09	A building permit (145873) was issued for an ornamental iron fence installed around the front of the property located at 1930 Fremont Street. The permit was finalized on 09/22/09.
12/03/09	A business license inspection (562290) was conducted to confirm the closure and removal of alcoholic beverages at 1930 Fremont Street.
11/25/13	A building permit (248357) was issued for a kitchen hood fire suppression system at 1930 Fremont Street, Suite B. The permit was finalized on 06/17/14.
02/24/14	A business license (L62-00023) was issued for a tavern at 1930 Fremont Street, Suite A. The business never opened, but the license was placed in nonoperational status. The license was originally issued as L16-93954.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/05/16	The site contains a single building with two tenant spaces. The east side contains an operational restaurant, while the west side appeared to be out of business. A small freestanding sign adjacent to the parking lot contained some graffiti.

Details of Application Request	
Site Area	
Net Acres	0.66

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant Liquor Establishment (Tavern)/Restaurant	MXU (Mixed Use)	C-2 (General Commercial)
North	Undeveloped/Vacant General Retail Store, Other than Listed	MXU (Mixed Use)	C-2 (General Commercial)
South	Multi-Family Residential	MXU (Mixed Use)	R-4 (High Density Residential)
			C-2 (General Commercial)
East	Single Family, Attached (Townhomes)	MXU (Mixed Use)	C-2 (General Commercial)
West	Vacant Motel	MXU (Mixed Use)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District (East Village District)	Y
Live/Work Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

ANALYSIS

This is the sixth request for an Extension of Time of the nonconforming Liquor Establishment (Tavern) use at this location. On 04/29/10, the business license (L16-00032) for this tavern was classified as "out of business" with no subsequent licenses applied for at the subject site within a year of closure. Ordinance 6114 allows the owner of property deemed abandoned for a period of time greater than the applicable abandonment period (in this case one year) to request that the abandonment period be extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year. In accordance with the ordinance, a public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

Ordinance 6114 allows for an Extension of Time of an abandoned nonconforming use when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. The applicant claims to have signed a new tenant to a 15-year lease and to be actively working toward opening a jazz club on the property. However, despite claims of substantial renovations such as reroofing and addition of air conditioners, Building and Safety records do not indicate that any building permits have been pulled in the year following the previous extension, and visual evidence of property improvements is minimal. The applicant expects to complete the renovations by August 1, 2016 and submit a tavern license application by August 31, 2016.

FINDINGS (EOT-64310)

Staff has found little evidence to support the applicant's claims that the property has been improved; however, conditions in the area have not changed since the previous extension that would render the tavern use incompatible with surrounding parcels. The request meets the criteria for extension of an abandoned nonconforming use, and would not jeopardize the public health, safety or general welfare. Staff therefore recommends approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 606

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-64310 APN: 139-35-803-005

Name of Property Owner: Fremont properties, LLC

Name of Applicant: John Wolfson

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: John Wolfson

Print Name: JOHN WOLFSON

Subscribed and sworn before me

This _____day of _____, 20_____

_____

Notary Public in and for said County and State

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 SANTA CLARA. Subscribed and sworn to (or affirmed) before me on this 07 day of APR 2016 by JOHN WOLFSON proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Signature of Notary)

R. C. SINGH
Commission # 2127652
Notary Public - California
Santa Clara County
My Comm. Expires Oct 21, 2019

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Dept of Planning
City of Las Vegas

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extention of Time

Project Address (Location) 1930 Fremont Street

Project Name Epic Jazz and Blues **Proposed Use** Tavern

Assessor's Parcel #(s) 139-35-803-005 **Ward #** 3

General Plan: existing MXU proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage 3200 **Floor Area Ratio** _____

Gross Acres 0.66 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER Fremont Properties, LLC **Contact** John Wolfson

Address P.O. Box 41134 **Phone:** 4082031971 **Fax:** 4082684254

City San Jose **State** CA **Zip** 95160

E-mail Address john.wolfson@gmail.com

APPLICANT Same as above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* John Wolfson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JOHN WOLFSON

Subscribed and sworn before me

This _____ day of _____, 20__

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 SANTA CLARA. Subscribed and sworn to (or affirmed) before me on this 07 day of APR 2016 by JOHN WOLF SON proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Signature of Notary)

Notary Public in and for said County and State

R. C. SINGH
Commission # 2127652
Notary Public - California
Santa Clara County
My Comm. Expires Oct 21, 2019

FOR DEPARTMENT USE ONLY

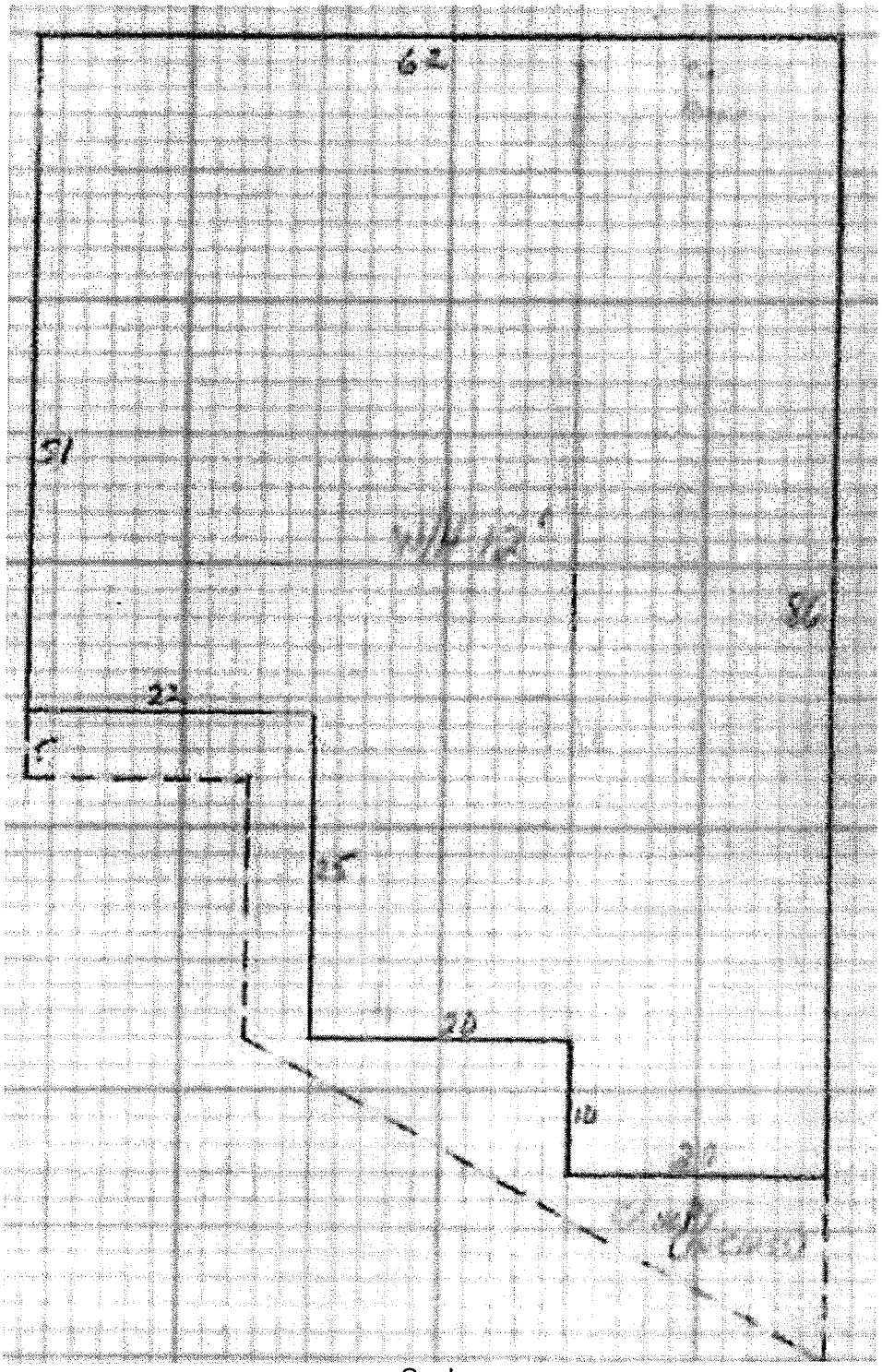
Case #	EOT-64310
Meeting Date:	6/1/16
Total Fee: $	1050.00
Date Received:*	4/20/16
Received By:	RECEIVED

*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

Dept. of Planning
City of Las Vegas

Epic Jazz and Blues
1930 Fremont Street, Las Vegas NV 89101
APN: 139-35-803-005



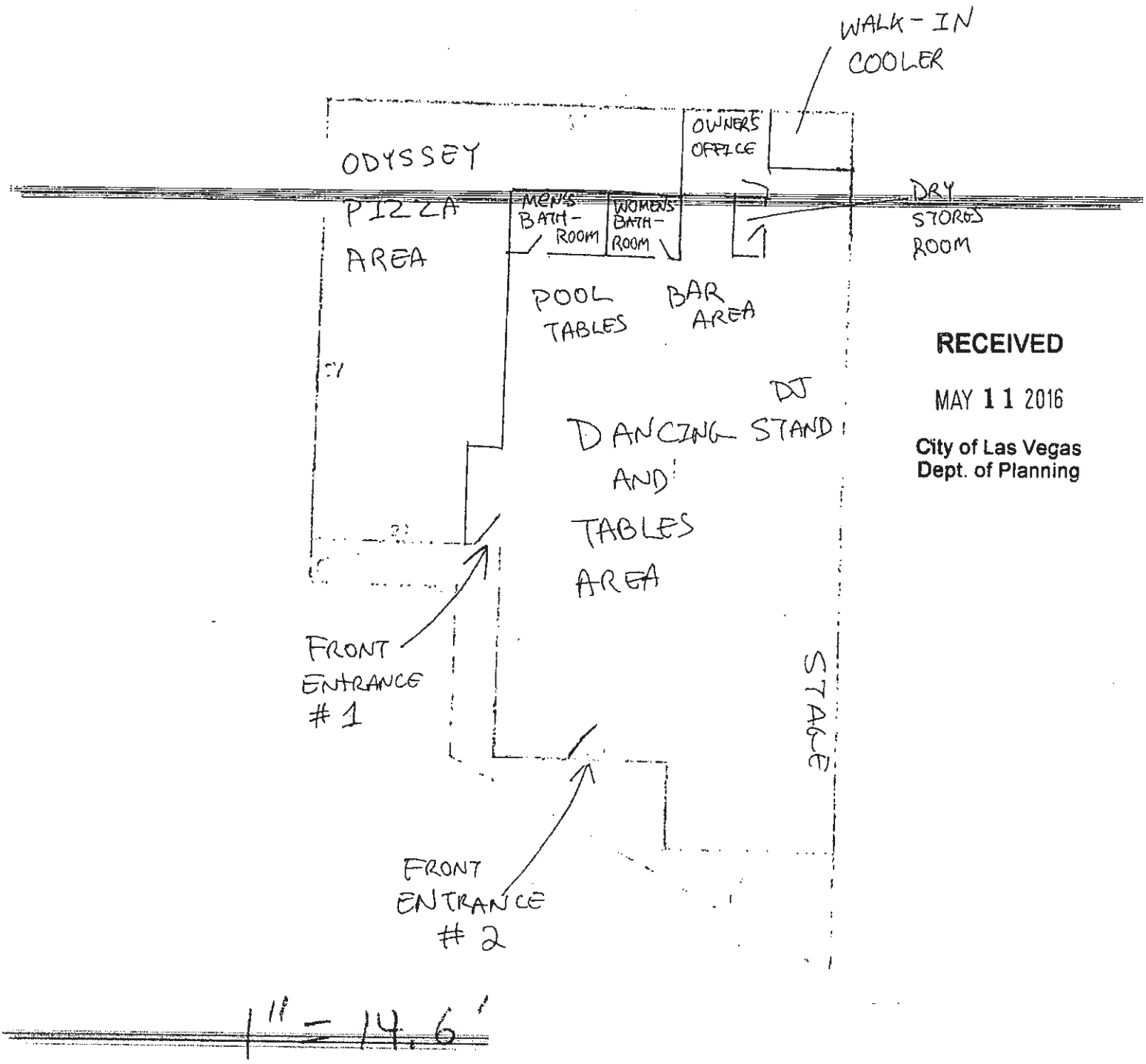
Scale:
Each square = 2 Feet
Each inch = 12.7 Feet

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APR 20 2016

Dept of Planning
City of Las Vegas

Odyssey Tavern
Floor Layout
1930 Fremont Street, Las Vegas NV 89101
APN: 139-35-803-005

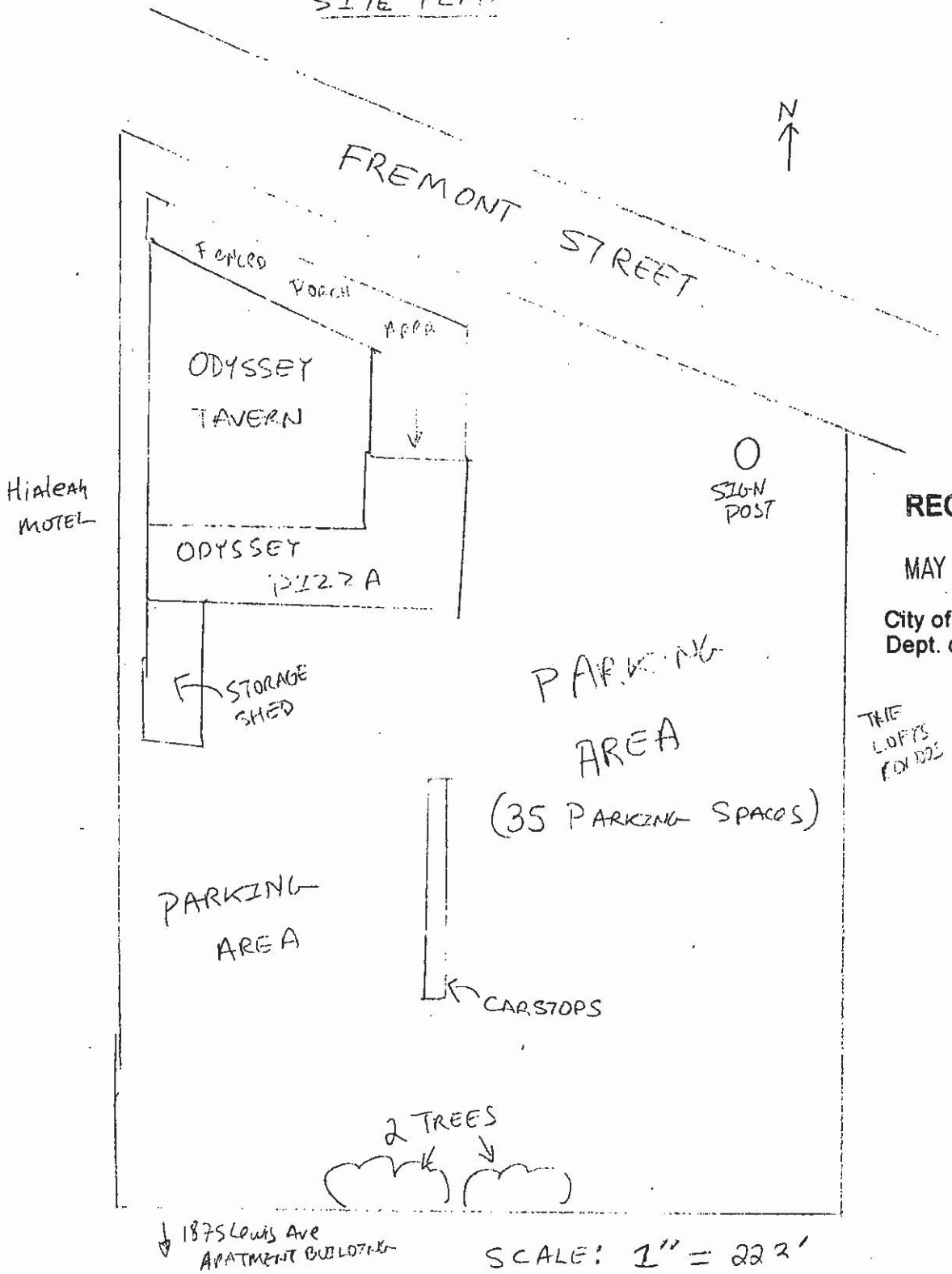


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Dept. of Planning

EOT-64310

1930 FREMONT ST
LAS VEGAS, NV 89101
SITE PLAN

APN: 139-35-803-003



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City of Las Vegas
Dept. of Planning

EOT-64310



EOT-64310 - APPLICANT/OWNER: FREMONT PROPERTIES, LLC
1930 FREMONT STREET

05/05/16

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

LOIS TARKANIAN
RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

June 4, 2015

Mr. John Wolfson
Fremont Properties, LLC _
PO Box 41134
San Jose, California 95160

RE: EOT-58882 - NONCONFORMING USE - PUBLIC HEARING
CITY COUNCIL MEETING OF JUNE 3, 2015

Dear Mr. Wolfson:

The City Council at a regular meeting held on June 3, 2015 ***APPROVED*** a request for possible action on a request for possible action on a request for an Extension of Time FOR A NONCONFORMING USE LIQUOR ESTABLISHMENT (TAVERN) at 1930 Fremont Street (APN 139-35-803-005), C-2 (General Commercial) Zone, Ward 3 (Coffin).

The approval is subject to the following conditions:

Planning

1. This request for an Extension of Time for a nonconforming Liquor Establishment (Tavern) at 1930 Fremont Street shall expire on April 29, 2016 unless another Extension of Time is approved by the City Council.

The Notice of Final Action was filed with the Las Vegas City Clerk on June 4, 2015.

Sincerely,

Thomas A. Perrigo
Acting Director
Department of Planning

TAP:clb

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APR 20 2016

Dept of Planning
City of Las Vegas

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 702.474.7463
TTY 7-1-1
www.lasvegasnevada.gov

/city of las vegas

EOT-64310

John Wolfson / Fremont Properties, LLC
6525 Crown Blvd / PO Box 41134
San Jose, CA 95160
Phone: (408) 203-1971
Fax: (408) 268-4254
Email: john.wolfson@gmail.com
April 11, 2016

Department of Planning
City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

Dear Department of Planning,

This letter is to provide the justification for an Extension of Time for the non-conforming zoning designation for the property located at 1930 Fremont Street, Las Vegas, NV 89101.

This property has been operating continuously as a tavern since the 1960s. During the economic downturn, the Odyssey Tavern went out of business. New tenants have moved in, Nieesha Beard and Keisha McDaniel, who have signed a 15 year lease and are actively working toward opening the Epic Jazz and Blues Club.

The transformation currently underway at the property is substantial. To date, we have done the following renovations and repairs to the building:

- New air conditioners
- New roof
- Replaced broken windows and doors
- New floors
- Replaced the water damaged walls
- Paint the walls

The tenant's current schedule is on track to complete the renovations by August 1, 2016 and submit the application for a tavern license by August 31, 2016

The dream of creating an establishment on Fremont Street in Las Vegas that we will all be proud of is moving closer to a reality.

We respectfully request that you approve the Extension of Time so that this building will flourish in the years to come and be a positive spot for the City of Las Vegas.

Thank you,

John Wolfson

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Dept of Planning
City of Las Vegas

EOT-64310

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2016

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