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.

April 5, 2017
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 AND COX COMMUNICATIONS CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT WWW.KCLV.TV/LIVE. 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 CHARLOTTE FOUST, COMMUNITY SPIRITUAL CENTER
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE ACTION TEAM

7. RECOGNITION OF NATIONAL LIBRARY WEEK

8. RECOGNITION OF THE STATE 3A BOYS BASKETBALL CHAMPION DESERT PINES JAGUARS

9. RECOGNITION OF NATIONAL CRIME VICTIMS' RIGHTS WEEK

BUSINESS ITEMS

PUBLIC COMMENT

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

BUSINESS ITEMS

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 For Possible Action - Any items that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

12. For possible action to approve the Final Minutes by reference of the February 15 and March 1, 2017 Regular City Council Meetings

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

13. For possible action to approve an Interlocal Agreement between Clark County and the City of Las Vegas for the transfer of FY17 Nevada State Emergency Response Commission (SERC) Hazardous Materials Emergency Preparedness Mid Cycle (HMEP) (17-HMEP-03-02)(CFDA 20.703) Grant Funds in the amount of $29,799 from the Clark County Office of Emergency Management and Homeland Security for the purchase of two tank car props and relative training - All Wards

14. For possible action to approve an Interlocal Agreement defining allocations, roles and responsibilities for Clark County (Fiscal Agent) and the City of Las Vegas Sub-grantees (Las Vegas Municipal Court) receiving $116,652 of the total $975,604 in Grant Program Funds for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY2016 Grant Award (FY 2016 DJ BX 0412) (CFDA #16.738) - All Wards

15. For possible action to approve an Interlocal Agreement between Clark County and the City of Las Vegas for the disbursement of grant award funds from the Justice Assistance Grant Program for federal fiscal year 2015 in the amount of $120,000 for the provision of outpatient treatment services, case management, housing in sober living environments and drug and alcohol testing to defendants participating in the Las Vegas Municipal Court Specialty Court programs - All Wards

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

16. For possible action to approve a First Amendment to Agreement for the Lease of Real Property between City Parkway V, Inc., and the City of Las Vegas to extend the term of the lease for the parking lot on Parcel B of Symphony Park located at 850 West Clark Avenue, APN 139-33-610-025 - Ward 5 (Barlow)

17. For possible action to approve a Licensing and Management Contract between the Downtown Las Vegas Alliance (DLVA) and the City of Las Vegas for the management and maintenance of the website, Downtown.Vegas, by the DLVA - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

FINANCE - PURCHASING & CONTRACTS CONSENT

18. For possible action to approve award of Contract No. 170131-DC, Prime Design Services for Gilmore Cliff Shadows Park located at the northwest corner of Cliff Shadows Parkway and Gilmore Avenue - Department of Public Works - Award recommended to: STANTEC CONSULTING SERVICES, INC. ($520,600 - Parks & Leisure Capital Projects Fund) - Ward 4 (Anthony)

19. For possible action to approve award of Contract No. 170126-JH, Professional Services Contract for Form Based Code to Implement Downtown Master Plan - Department of Planning - Award recommended to: LISA WISE CONSULTING, INC. ($249,900 - General Capital Projects Fund) - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

20. For possible action to approve the revision to Purchase Order No. 344237 for Contract No. 150001-SK, National Intergovernmental Purchasing Alliance Water Treatment Polymers for the Water Pollution Control Facility - Department of Public Works - Award recommended to: BASF CORPORATION ($1,850,000 - Sanitation Enterprise Fund) - Clark County

21. For possible action to approve rejecting the low bidder as non-responsive, and award to the lowest responsive and responsible bidder Bid No. 16.49876-JH Brent Lane Drainage System and Trail, located on Brent Lane between Durango Drive and Floyd Lamb Park, and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: MEADOW VALLEY CONTRACTORS, INC. DBA ACC SOUTHWEST ($4,397,113.30 - Road & Flood Capital Project Fund and Parks & Leisure Capital Project Fund) - Ward 6 (Ross)

PLANNING - BUSINESS LICENSING CONSENT

22. For possible action to approve a Tavern-Limited License THE FREMONT COUNTRY CLUB, LLC dba FREMONT COUNTRY CLUB at 601 Fremont Street, Suite #150 - Ward 3 (Coffin)

23. For possible action to approve a Medical Marijuana Establishment License (Dispensary) for a Change of Ownership FROM: COMMERCE PARK MEDICAL, LLC TO: COMMERCE PARK MEDICAL, LLC dba THRIVE CANNABIS MARKETPLACE at 1112 South Commerce Street - Ward 3 (Coffin)

24. For possible action to approve a Medical Marijuana Establishment License (Production) POLARIS WELLNESS CENTER, LLC dba POLARIS MMJ at 5395 Polaris Avenue, Suite #110 - Clark County, Nevada

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

25. Public hearing on local improvement district for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance - FY2018) - Ward 1 (Tarkanian)

26. Public hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2018 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

ADMINISTRATIVE - DISCUSSION

27. Report by Jeremy Aguero, Applied Analysis, on socio-demographics and academic performance within the City of Las Vegas - All Wards

28. Report by Department of Public Safety staff on the status of the Deputy City Marshals' Unit - All Wards

29. Discussion for possible action regarding a Real Property Transfer Agreement (Transfer) and a Real Property Operating Agreement (Operating) between the City of Las Vegas (City) and the Las Vegas Convention and Visitors Authority (LVCVA) for the conveyance by LVCVA to the City for Cashman Center, located at 826 and 850 North Las Vegas Boulevard (APN's 139-27-709-001 and 139-26-301-004) ($209,000 annually - City Facilities Internal Service Fund) - Ward 5 (Barlow)

CITY ATTORNEY - DISCUSSION

30. Discussion for possible action to approve settlement of Jane Doe v. City of Las Vegas, et al., Case No. 2:16-cv-1979-GMN-VCF in the United States District Court ($160,000 - Tort Liability Fund)

FINANCE - DISCUSSION

31. Discussion for possible action regarding the Fiscal Year 2018 Tentative budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency - All Wards [NOTE: This item will be heard after the Planning Discussion items]

HUMAN RESOURCES - DISCUSSION

32. Discussion for possible action regarding the review of and selection from various processes for the recruitment of a City Manager, including possible authorization for the Human Resources Director to execute a contract with an executive search firm (Not-to-exceed $50,000 - General Fund)

PLANNING - DISCUSSION

33. Discussion for possible action to approve an exclusive franchise agreement with Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada and Republic Dumpco, Inc. for the collection, transportation and disposal of solid waste and provide any appropriate direction to staff - All Wards

PLANNING - BUSINESS LICENSING DISCUSSION

34. ABEYANCE ITEM - Discussion for possible action regarding the consideration of the suitability of Avi S. Kopelman as a principal on an Alcohol Beverage License per LVMC 6.06.120 and consider a Change in Ownership of a Tavern License for SAHARA LOUNGE, LLC dba THE SAHARA LOUNGE at 1000 East Sahara Avenue, Suite #105 FROM: THOMAS P. LEARY, JR AND SHAUN C. POLACK TO: THOMAS P. LEARY, JR. AVI S KOPELMAN AND SHAUN C. POLACK - Ward 3 (Coffin)

RESOLUTIONS - DISCUSSION

35. R-16-2017 - Discussion for possible action to approve a Resolution establishing the process for the adoption of Building and Fire Codes for Mid-Rise construction in the City of Las Vegas - All Wards

BOARDS & COMMISSIONS - DISCUSSION

36. Discussion for possible action regarding the reappointment of members to the Neighborhood Partners Fund Board from the following list of nominees: Neighborhood Representatives - Greg Toussaint (Mayor's Designee), Sherese Holmes (Ward 2), Lance Kirk (Ward 3), Beth Borysewich (Ward 4), AJ Powell (Ward 5), Larry Schultz (Ward 6) and Staff Designees - Anne Kilponen (Ward 1), Vicky Skilbred (Ward 2), Maria Jose Norero (Ward 3), Sally Christensen (Ward 4), Joseph Mitchell (Ward 5), Christine Kramar (Ward 6) and the appointment of nominee Shelly Walters as the Ward 1 Neighborhood Representative - All Wards

37. Discussion for possible action regarding the appointment of nominee Rumaldo Chaidez to the Civil Service Board of Trustees to replace David Steinman (Deceased)

38. Discussion for possible action regarding the reappointment of members to the Las Vegas-Clark County Library District Board of Trustees from the following list of nominees: Felipe Ortiz, Marilyn Drake and Robin Munier - All Wards

39. Discussion for possible action regarding the appointment of nominee Elizabeth Pattarettu to the Senior Citizens Advisory Board to replace Judy Vandever (Resigned)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

40. Bill No. 2017-3 - For Possible Action - Repeals and replaces LVMC Chapter 9.08, relating to the collection and management of solid waste and recyclable materials. Sponsored by: Councilman Steven D. Ross

41. Bill No. 2017-5 - For Possible Action - Amends the Downtown Centennial Plan to replace the list of permitted uses for the Arts District with a reference to the Land Use Tables for Title 19. Sponsored by: Councilman Bob Coffin

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.

42. Bill No. 2017-6 - Amends LVMC Chapter 11.52 to prohibit oversize vehicle parking on streets adjacent to residential districts, public schools and public parks. 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.

43. Bill No. 2017-7 - Annexation No. ANX-67648 - Property location: south side of Inyo Avenue, approximately 110 feet west of Bristle Falls Street; Owner: United States of America; Acreage: 5.09 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

44. Bill No. 2017-8 - Annexation No. ANX-68933 - Property location: on the west side of Mustang Street, approximately 350 feet south of Buckskin Avenue; Petitioned by: Margarita Ojeda and Jose Israel Lopez; Acreage: 1.10 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

45. Bill No. 2017-9 - Amends the Unified Development Code to allow clinics within the O (Office) Zoning District by means of special use permit. Sponsored by: Councilman Steven D. Ross

46. Bill No. 2017-10 - Amends the City's medical marijuana regulations in various respects, including adjusting limits on hours of operation, deleting certain product limitations, modifying disposal procedures, creating a license for support businesses, and revising dispensary fees. Sponsored by: Mayor Pro Tem Steven D. Ross, Councilman Bob Beers and Councilman Bob Coffin

47. Bill No. 2017-11 - Amends the Town Center Development Standards Manual to establish the Montecito land use designation and accompanying standards. Sponsored by: Councilman Steven D. 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

48. SUP-67474 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: THE SILVIA BRUNN FAMILY TRUST - For possible action on an Appeal of the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED BED & BREAKFAST INN USE WITH A WAIVER TO ALLOW ONE GUESTROOM WHERE TWO IS THE MINIMUM REQUIRED at 2508 Callita Court (APN 162-05-715-019), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-67441]. The Planning Commission (4-3 vote) and Staff recommend DENIAL.

49. ROC-68717 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: ELITE MEDIA, INC. - OWNER: WMC V PHASE 2 SPE, LLC - For possible action on a request for a Review of Condition of an approved Required Review (RQR-58974) TO REMOVE CONDITION #4 WHICH STATES, "IF THE EXISTING OFF-PREMISE SIGNS ARE VOLUNTARILY DEMOLISHED, THIS REZONING SHALL BE EXPUNGED AND A NEW OFF-PREMISE SIGN SHALL NOT BE PERMITTED IN THE SAME LOCATION UNLESS A SPECIAL USE PERMIT IS APPROVED FOR THE NEW STRUCTURE BY THE CITY COUNCIL." on property bounded by US-95, Interstate 15 and Grand Central Parkway (APNs 139-33-511-004 and 011; 139-33-610-014; and 139-27-410-005), PD (Planned Development) Zone, Ward 5 (Barlow) [PRJ-68703]. Staff recommends APPROVAL.

50. EOT-68925 - EXTENSION OF TIME - NON-PUBLIC HEARING - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: PARK BENCH, LLC - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-57031) FOR A PROPOSED 3,240 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH on 0.84 acres located at the northeast corner of Sahara Avenue and San Jose Avenue (APNs 162-02-811-155 through 163), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-68897]. Staff recommends APPROVAL.

SET DATE

51. 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

52. 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

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

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

City of Las Vegas Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

SUBJECT:
INVOCATION - REVEREND CHARLOTTE FOUST, COMMUNITY SPIRITUAL CENTER

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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: APRIL 5, 2017

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE ACTION TEAM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL LIBRARY WEEK

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE STATE 3A BOYS BASKETBALL CHAMPION DESERT PINES JAGUARS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL CRIME VICTIMS' RIGHTS WEEK

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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

City of Las Vegas

Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the February 15 and March 1, 2017 Regular City Council Meetings

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve an Interlocal Agreement between Clark County and the City of Las Vegas for the transfer of FY17 Nevada State Emergency Response Commission (SERC) Hazardous Materials Emergency Preparedness Mid Cycle (HMEP) (17-HMEP-03-02)(CFDA 20.703) Grant Funds in the amount of $29,799 from the Clark County Office of Emergency Management and Homeland Security for the purchase of two tank car props and relative training - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Nevada State Emergency Response Commission (SERC) was established in compliance with the Federal Emergency Planning and Community Right-to-Know Act to assist Local Emergency Planning Committees in the planning and training of Hazardous Materials emergency response. The funding for the purchase of two tank car props and relative training is intended to assist the Las Vegas Fire & Rescue Department with the tools to conduct a simulated hazardous materials spill and method for containment.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement Between Clark County and City of Las Vegas

INTERLOCAL AGREEMENT
BETWEEN
CLARK COUNTY AND THE CITY OF LAS VEGAS

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, Department of Public Safety for participation in the FY 2017 SERC Hazardous Material Emergency Preparedness Mid Cycle grant funds ("HMEP Grant Funds");

WHEREAS, City of Las Vegas (the "Subrecipient"), located at 495 S Main St Las Vegas, NV 89101 will purchase two tank cars props and conduct training and or exercise for Southern Nevada Haz-Mat Technicians;

WHEREAS, the HEMP Grant Funds will purchase items and conduct training and exercise listed in the Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. Subrecipient shall purchase items listed in Exhibit "A" will be eligible for reimbursement , the County, though its Office of Emergency Management and Homeland Security ("OEMHS"), shall provide a maximum of TWENTY NINE THOUSAND SEVEN HUNDRED AND SEVENTY NINE DOLLARS ($29,779.00) from fiscal year 2017 funds from the HEMP Grant Funds.

2. Subrecipient will provide OEMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by OEMHS that may be required in the administration of the grant funds.

3. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Interlocal Agreement. See Exhibit "B" for State and Federal Assurances required under this Interlocal Agreement.

4. It is specifically understood and agreed by Subrecipient that the County shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Interlocal Agreement.

5. This Interlocal Agreement shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:

A. This Interlocal Agreement shall be completed by June 30, 2017 and shall be deemed terminated on June 30, 2017.

B. May be terminated by any party, for any reason with written notice of at least 60 days.

6. This Interlocal Agreement and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This Interlocal Agreement may be amended solely by means of written agreement signed by both parties.

7. Subrecipient shall agree to provide evidence of financial accountability. A copy of Subrecipient's most recent single audit report (OMB 2 C.F.R 200.500) or a letter stating that Subrecipient expended less than $750,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Karen Taylor, Administrative Specialist, and Clark County Office of Emergency

Management & Homeland Security. The Subrecipient shall allow Clark County Office of Emergency Management and Homeland Security to monitor annually all activities relating to this funding to maintain compliance to all federal OMB requirements and state grant guidance.

8. Subrecipient shall be responsible for the negligent acts of its employees, officers, and agents/vendors in the administration of this Interlocal Agreement.

9. Nothing herein shall be construed to create an employer/employee relationship.

10. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder.

ENTERED INTO this _____ day of _____, 2017.

CLARK COUNTY

By: _____

Steve Sisolak, Chair

Date: _____

ATTEST:

By:_____

Lynn Marie Goya, County Clerk

Date: _____

APPROVED AS TO FORM:

By:_____

Carolyn Campbell, Deputy District Attorney

Date: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

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

Date: _____

APPROVED AS TO FORM:

By: John S. Ridilla
John S. Ridilla, Deputy City Attorney

Date: 3/14/17

EXHIBIT A

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
CITY OF LAS VEGAS
FY17 SERC Hazardous Material Emergency Prepardness MID Cycle GRANT
CFDA#20.703
AWARD # 17-HMEP-03-02
FEDERAL AGENCY-DEPARTMENT OF TRANSPORATION
AWARD PERIOD- October 1, 2016 to June 30, 2017

City of Las Vegas:

Two (2) Tank Car Props and conduct training and/or exercise to Southern NV Haz-Mat Technicians	$29,779.00
Total Requesting:	**$29,779.00**

EXHIBIT "B"

LOCAL, STATE and FEDERAL ASSURANCES

Clark County Emergency Management & Homeland Security

Financial and Project Activity Assurances

Upon acceptance of funding from the Clark County Emergency Management & Homeland Security ("Clark County OEMHS") the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Clark County OEMHS no later than 15 days following the close of the quarter. Unless approved by Clark County OEMHS, late reports could delay reimbursement.

2. The final Financial Report must be submitted to Clark County OEMHS no later than 30 days following the end of the grant period. Unless approved by Clark County OEMHS, late reports could result in non-payment of final claim.

3. Clark County OEMHS retains the right to terminate this Interlocal Agreement for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this agreement.

4. Financial management must comply with the requirements of OMB 2 C.F.R. Part 200, whichever is applicable to your organization.

5. All grant expenditures are to be reasonable and allowable in accordance with OMB Part 200, whichever is applicable to your organization, and which are incorporated into this agreement by reference.

6. All grant expenditures are to be made in accordance with the Interlocal Agreement. Modifications must be requested and approved in advance by submitting a Project Change Request form to Clark County OEMHS.

7. Grant revenue and expenditure records must be maintained and made available to the Clark County OEMHS for audit.

8. Subrecipient shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB 2 C.F.R. 200, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit.

9. Subrecipients that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB 2 C.F.R 200.

10. Required documentation for the performance of internal audits must be provided to Clark County OEMHS within 30 days of request. Grant closeout is contingent upon OEMHS audit and resolution of any discrepancies

11. Subrecipient agency is required to submit quarterly financial and project activity reports to Clark County OEMHS. Due dates for those reports are as follows:

January 15 (for reporting period October 1 to December 31)
April 15 (for reporting period January 1 to March 30)
July 15 (for reporting period April 1 to June 30)
October 15 (for reporting period July 1 to September 30)

The reports should be completed in accordance with the following format and standards:

A. Project Activity Report – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. Subrecipient's activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.

B. Quarterly Financial Reports – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include copies of invoices.

12. Project Change Request – Grant expenditures are authorized only for purchases and activities approved by the SERC under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to SERC for approval.

13. Equipment Inventory Form – A completed Equipment Inventory Form is required with the final grant report.

14. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.

15. No expenditures will be eligible for compensation if occurring after the term of the Interlocal Agreement.

16. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by Subrecipient in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.

17. If this grant funds any form of written or visual material that identifies employees of SERC or OEMHS, prior approval must be obtained from the DEM and Clark County OEMHS before publishing or finalization.

18. The applicant assures the fiscal accountability of the funds received from the SERC will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with County OEMHS documentation, record keeping, accounting, and reporting guidelines will reside with that individual.

19. Subrecipient shall neither assign, transfer nor delegate any rights, obligations or duties under this Interlocal Agreement without prior approval of the Clark County OEMHS.

20. To the extent permitted by law Subrecipent will indemnify, save and hold the State of Nevada, Clark County, and their agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Interlocal Agreement by Subrecipient or its agents or employees.

21. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.

22. The applicant will abide by audit requirements as specified in OMB 2 CFR 200, as applicable.

[LEFT BLANK INTENTIONALLY AND CONTINUED ON NEXT PAGE]

Signature below indicates knowledge of and willingness to comply with the Interlocal Agreement requirements.

CLARK COUNTY

By: _____

Steve Sisolak, Chair
Board of County Commissioners

Date: _____

By: _____

John Steinbeck
Deputy Fire Chief

Date: _____

Please return a copy of the signed assurances along with the Interlocal Agreement to:

Clark County Emergency Management & Homeland Security
Attn: Karen Taylor
575 E. Flamingo Road
Las Vegas, NV 89119

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve an Interlocal Agreement defining allocations, roles and responsibilities for Clark County (Fiscal Agent) and the City of Las Vegas Sub-grantees (Las Vegas Municipal Court) receiving $116,652 of the total $975,604 in Grant Program Funds for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY2016 Grant Award (FY 2016 DJ BX 0412) (CFDA #16.738) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
As required by the Department of Justice, Bureau of Justice Assistance (BJA), the City of Las Vegas and Clark County must enter into an Interlocal Agreement for the disbursement of available FY 2016 JAG Grant Program Funds. The Interlocal Agreement identifies Clark County as the Fiscal Agent for the $975,604 total amount and as such, positions Clark County to provide $116,652 in Grant Program Funds to the Las Vegas Municipal Court Adult Drug Court Program outpatient treatment services, case management, housing in sober living environments, and drug and alcohol testing.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND THE CITY OF LAS VEGAS , REGARDING THE DESIGNATION OF CLARK COUNTY AS THE APPLICANT/FISCAL AGENT, PURSUANT TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY2016 AWARD

This Interlocal Agreement is made and entered into this ___day of _____, 2017, by and between Clark County ("County"), acting by and through its governing body, and the City of Las Vegas ("City"), acting by and through its governing body. The County and City may hereinafter be referred to individually as a "Party" collectively as the "Parties."

RECITALS

WHEREAS, The County and City are each lawful political subdivisions of the State of Nevada.

WHEREAS, There are grant funds available to the Parties under the FY2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program ("JAG Program") (FY16-DJ-BX-0412) in the combined amount of $975,604 ("Grant Funds") for "the support of all components of the criminal justice system, from multi-jurisdictional drug and task forces to crime prevention and domestic violence programs, courts, corrections, treatment and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes and procedures." (*quoting*, Overview of Edward Byrne Memorial Justice Assistance Grant, Justice Assistance Grant (JAG) Program: Local Solicitation CFDA #16.738).

WHEREAS, The Parties have communicated and expressed a collective desire to apply for the Grant Funds through the JAG Program.

WHEREAS, The Parties were certified by the Director of the Bureau of Justice Assistance as a JAG Disparate Jurisdiction, and because of this certification, the Parties

must identify an applicant/fiscal agent that will submit a joint application to the Department of Justice, Office of Justice Program's Bureau of Justice Assistance ("BJA") for joint funds.

WHEREAS, The Parties intend for this Agreement to identify the applicant/fiscal agent of Grant Funds, as well as to determine the proper administration for the Grant Funds, including the procedure for the distribution and monitoring of the Grant Funds, mandates regarding the permitted and prohibited use of Grant Funds pursuant to the FY2016 JAG Program, timetables for the submission of relative reports pursuant to the rules of the FY2016 JAG Program, and general oversight of the Grant Funds.

AGREEMENT

I. Identification of the Applicant/Fiscal Agent for the Grant Funds.

The Parties hereby agree that **Clark County** is the applicant/fiscal agent of the grant funds for purposes of the FY2016 Edward Byrne Memorial Justice Assistance Grant Formula Program.

II. Allocation of JAG Funds for Each Required Party

The Parties hereby acknowledge and agree to allocate funds to recipients and sub recipients in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: FY2016 Local Solicitation (attached hereto at Exhibit 1) and any other rules and regulations promulgated by the Department of Justice following approval of the joint application by execution of grants and agreements in accordance with the terms hereof. Funding listed below shall be in accordance with the budget narrative from the final Edward Byrne Memorial JAG FY2016 Local Solicitation grant application submission to the Department of Justice:

A. City of Las Vegas Projects and Recommended Allocations:

1. The City of Las Vegas Municipal Court - $116,652 to fund the Las Vegas Adult Drug Court Programs, which will provide, for its nonviolent offenders, residential and outpatient treatment services for substance abuse and mental health issues, case management, housing in sober living environments, and drug and alcohol testing services.
2. The City of Las Vegas (West Las Vegas Arts Center) - $25,000 to fund the Performance and Visual Arts Camp for Kids Program for "at risk" youth ages 10-15 years old. The program eliminates idle time for students who are vulnerable and might participate in gang activity, drug use, and crime.
3. The City of Las Vegas - $5,000 for administration of the FY2016 JAG grant, which also includes management and training activities.

   The total recommended funding allocation for the City of Las Vegas applications and administration is: $146,652.

B. Clark County Projects and Recommended Allocations:

1. Clark County District Attorney - $240,000 for costs associated with compensating two existing gang crime prosecutors for the Clark County District Attorney's Gang Unit.
2. Southern Nevada Police Athletic League - $25,870 to fund operations of a Neighborhood Tennis Academy, through which at-risk youth will be able to participate in a tennis program, which offers not only tennis instruction, but

leadership and resiliency training, anti-gang and other self-development skills and academic tutoring.

3. Project REAL Inc. – (Project REAL) $43,082 for personnel costs, teacher/law enforcement training for Clark County, promotional events and contractual costs for program publications. Play by the Rules is primarily a Nevada middle school program taught by law enforcement/teacher teams to teach youth how to gain practical 'daily life' knowledge about state-specific laws, possible sanctions for breaking state laws and how to acquire important life skills that can help youth refrain from participating in gang and other criminal activities.
4. Clark County Department of Juvenile Justice Services - $70,000 to fund the Probation Division who is responsible for the supervision and treatment of youth adjudicated as delinquent. The majority of these offenders are court ordered to complete community service as a restorative justice component of their case plan.
5. Boys & Girls Clubs of Las Vegas - $50,000 to fund personnel and operations for the SMART Moves program, which provides youth referred by law enforcement agencies and intervention organizations, with gang awareness and resistance, conflict resolution and positive peer training.
6. The Embrace Project - $65,000 to fund operations for the FREE to Choose program which provides support services to commercially sexually exploited children and youth between the ages of 12-21.

7. Clark County 8th Judicial District Court - $80,000 to fund a specialty court coordinator who will: a.) screen and assess referred defendants for appropriateness and appropriate level of care; b.) provide case management services that include coordinating placement in treatment programs and referrals to ancillary services; and c.) provide the presiding Court Judge and team information necessary to make effective responses to participants' behavior.
8. Justice Court-Las Vegas Township - $40,000 to provide inpatient substance abuse treatment services for its Drug Court program participants who require that level of care to become drug-free and remain crime-free.
9. Clark County Law Foundation - $20,000 to fund program operations for the Trial By Peers Program. This program is used as an alternative for first and some second-time juvenile offenders. This program provides juveniles with hands-on experience within the legal system.
10. Clark County Department of Family Services - $40,000 to operate the Parenting Project which will expand evidence-based parent education services in Clark County for court-referred agency referred parents and families.
11. Adam's Place - $25,000 to fund program operations for a peer support group composed of volunteers who provide education and resources in a home like setting for children ages 5-17 years old coping with loss and grief.
12. Nevada Child Seekers - $50,000 to operate the Case Management Services Program which plays an integral role in assisting to rescue children from child

trafficking, abduction, gangs and drugs. Nevada is one of the nation's most transient states.

13. Vision Theatrical Foundation, Inc. - $25,000 to fund a program which presents real life and death situations that children ages 8 to 18 years old face daily, such as; school violence, drug abuse, teen pregnancy, gang and domestic violence, and teen suicide.

14. Hope for Prisoners - $25,000 to fund a program which facilitates the care of men, women, and young people who are incarcerated, through pre-release and during post-release reentry/reintegration into the local community.

15. The Gay and Lesbian Community Center of Southern Nevada - $25,000 to administer the innovative advocacy training program to certify persons to become victim advocates for the LGBTQ persons who are victims of crime.

16. Clark County Administration - $5,000 for administration of the FY2016 JAG grant, which also includes management and training activities.

The total recommended funding allocation for Clark County applications and administration is: $828,952.

III. Rules and Procedures for Administration of the JAG Program

It is the responsibility for every Sub-recipient of this grant to become familiar and comply with the requirements from the Department of Justice. Failure by any recipient to so execute will preclude Clark County from submitting required reports to the Department of Justice, which may result in loss of all funds for all eligible entities. Clark County, as fiscal agent, has established the following rules and procedures for the

administration of the JAG Program in order to ensure compliance with United States Department of Justice, Bureau of Justice Assistance requirements:

1. City of Las Vegas and Sub-recipients shall use the funds from this grant solely for the purposes listed in the grant application for "state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance such areas: law enforcement programs, prosecution and court programs, including indigent defense, prevention and education programs, corrections and community corrections programs, drug treatment and enforcement programs, planning, evaluation, and technology improvement programs, crime victim and witness programs (other than compensation)," (*quoting*, Program areas of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2016 Local Solicitation).
2. City of Las Vegas and Sub-recipients shall agree that funds received from this grant "be tracked, accounted for, and reported on separately from all other funds. Additionally, federal funds cannot be used as match for other federal awards." Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of FY2016 Local JAG funds. The accounting systems of all recipients and sub-recipients must ensure that funds from any award under this solicitation are not commingled with funds from any other source. Misuse of Grant Funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil

and/or criminal penalties. Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. "Supplanting is prohibited under JAG," (*quoting*, Supplanting, Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2016 Local Solicitation).

3. City of Las Vegas and Sub-recipients agree that all funding recipients that propose to hold or sponsor conferences (including meetings, training and other similar events) shall minimize costs. This requires the Office of Justice Program (OJP) to review and provide prior written approval of most conference costs for cooperative agreement recipients (and certain costs for grant recipients). "OJP generally prohibits the use of funding to provide food and beverages at conferences," (quoting, Minimization of Conference Costs, Edward Byrne Memorial Justice Assistance (JAG) Program FY2016 Local Solicitation).
4. City of Las Vegas and Sub-recipients agree to provide Clark County with programmatic and fiscal reports no later than **five calendar days after the end of each calendar quarter** to comply with the grant guidelines. "In order to be eligible to receive funds under this solicitation, applicants must certify that they will satisfy the reporting requirements, which requires detailed reporting (including reporting on sub-awards) not later than ten calendar days after the end of each calendar quarter," *(quoting*, Eligibility of Edward Byrne Memorial Justice Assistance Grant).

a. Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received Grant Funds shall submit a report to that agency that contains--

(1) the total amount of federal funds received from that agency;

(2) the amount of federal funds received that were expended or obligated to projects or activities; and

(3) a detailed list of all projects or activities for which federal funds were expended or obligated, *including*--

(A) the name of the project or activity;

(B) a description of the project or activity;

(C) an evaluation of the completion status of the project or activity;

(D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and

(E) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Program, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(F) detailed information on any subcontracts or sub-grants awarded by the recipient shall include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting of awards $25,000 or more under this solicitation, consistent with the

Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any first-tier sub-awards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier sub-recipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding sub-awards will be made through the FFATA Sub-award Reporting System (FSRS), found at www.fsrs.gov/.

(G) Sub-recipient shall comply with the requirements of the 2 CFR Chapter II, Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and its relevant sub parts as they are related to the use of the JAG Funds by Sub-recipient, and is subject to the current federal regulations as may be amended.

b. Applicants should anticipate that no sub-award of an award made under this solicitation may be made to a Sub-recipient (other than an individual) unless the potential Sub-recipient acquires and provides a Data Universal Numbering System (DUNS) number.

c. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) the head of the department or agency shall publish in the Federal Register a

detailed written justification as to why the provision is being waived.

d. FY2016 Local Justice Assistance (JAG) grant recipients may expect that the information posted by Office of Justice Programs (OJP) will identify grantees that are delinquent in their reporting. In addition, in keeping with standard OJP practice, grant recipients who do not submit required reports by the due date will not be permitted to drawdown funds thereafter, during the pendency of the delinquency, and may be subject to other appropriate actions by OJP, including, but not limited to, restrictions on eligibility for future OJP awards, restrictions on draw-down on other OJP awards, and suspension or termination of the award. Funding recipients may expect that a standard form and/or reporting mechanism may be available. Additional instructions and guidance regarding the required reporting will be provided as they become available.

IV. Distribution of the Grant Funds

The distribution of the Grant Funds, in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: FY2016 Local Solicitation (attached hereto at Exhibit 1) and any other rules and regulations promulgated by the Department of Justice shall be as follows:

1. Prior to any disbursement of Grant Funds, each Sub-recipient must provide written proof of a DUNS number and registration in the CCR database.

Failure to provide written proof will result in forfeiture of the Grant Funds allocated to the Sub-recipient.

2. City of Las Vegas and Sub-recipients shall submit to Community Resources Management the requests for reimbursement for each month, by the 20th day after the end of each calendar quarter.
3. Report templates to be completed by City of Las Vegas and Sub-recipients, will be provided by Clark County. Reports and reimbursement requests may be submitted electronically to the fiscal agent.
4. Failure to submit programmatic and financial reports no later than **five calendar days after the end of each calendar quarter may result in the forfeiture of the grant allocation to City of Las Vegas and Sub-recipient**.
5. City of Las Vegas and Sub-recipients will allow a designated representative of the fiscal agent to monitor, at any time or place, the programmatic and fiscal activities as they relate to this grant. Failure to comply will result in the forfeiture of the grant allocation and will require that the parties come to a consensus of how the forfeited funds will be redistributed.
6. A quarterly meeting will be scheduled by the parties after the end of each calendar quarter to ensure that all City of Las Vegas and Sub-recipient reports have been submitted, provide updated reporting requirements, or to reallocate forfeited funds.
7. The fiscal agent will prepare a budget modification that will be submitted with the fiscal and programmatic reports, as required by the Byrne Memorial

Justice Assistance Grant. Upon approval of the written budget modification by the Department of Justice, the redistributed funds will be available.

8. The interest earned on the above project revenues will be allocated as follows: City of Las Vegas Municipal Court - Adult Drug Court Program shall receive the first $3,348; thereafter the Vision Theatrical Foundation, Inc. shall receive interest earned.

V. Agreement Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Las Vegas other than claims for which liability may be imposed by the Tort Claims Act.

VI. Party Responsibilities

Each Party of this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party.

VII. Third Party

The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

VIII. Party Obligations

By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

/ / /

/ / /

IN WITNESS WHEREOF, the recipients have set their hands the day and year last written below.

CLARK COUNTY

By: _____
Steve Sisolak, Chairman

ATTEST:

_____
Lynn Goya, County Clerk

APPROVED AS TO FORM:

_____
Steven Sweikert, Deputy District Attorney

IN WITNESS WHEREOF, the Parties have set their hands the day and year last written below.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk Date

APPROVED AS TO FORM:

T. Ponticello 2/23/17
Teresita L. Ponticello, Assistant City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve an Interlocal Agreement between Clark County and the City of Las Vegas for the disbursement of grant award funds from the Justice Assistance Grant Program for federal fiscal year 2015 in the amount of $120,000 for the provision of outpatient treatment services, case management, housing in sober living environments and drug and alcohol testing to defendants participating in the Las Vegas Municipal Court Specialty Court programs - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
As required by the Department of Justice, Bureau of Justice Assistance (BJA), the City of Las Vegas and Clark County must enter into an Interlocal Agreement for the disbursement of available FY 2015 JAG Grant Program Funds. The Interlocal Agreement identifies Clark County as the Fiscal Agent and, as such, positions Clark County to provide $120,000 in Grant Program Funds to the Las Vegas Municipal Court Adult Drug Court Program to provide outpatient treatment services, case management, housing in sober living environments and drug and alcohol testing.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement Between Clark County and the City of Las Vegas for the Las Vegas Municipal Court Specialty Court Programs

INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND THE CITY OF LAS VEGAS
FOR THE LAS VEGAS MUNICIPAL SPECIALITY COURT PROGRAMS
CFDA #16.738, 2015-DJ– BX-0997

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with the Bureau of Justice Assistance (BJA), for participation in the FY-2015 Edward Byrne Memorial Justice Assistance Grant ("JAG"); and

WHEREAS, pursuant to the above described grant agreement, Clark County, Nevada (the "County") is responsible for the administration, implementation, planning and evaluation of the 2015 JAG Program as Fiscal Agent for all the participating Subrecipients, which will be receiving funding from the County; and

WHEREAS, the objectives of the activities, which are funded by the 2015 JAG Program, are to support all components of the criminal justice system such as: multi-jurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives; and

WHEREAS, the City of Las Vegas, a political subdivision of the State of Nevada, acting through its Las Vegas Municipal Court located at 200 Lewis Avenue, Las Vegas, NV 89101 (the "Subrecipient") will provide innovative, effective programming for defendant populations that demonstrate a high risk to reoffend and a high need for community resources and intensive supervision case management (the "Program"); and

WHEREAS, the Subrecipient has requested financial assistance from the County to assist with this Program; and

WHEREAS, the Board has agreed to provide Fiscal Year 2015 JAG funds (the "Funds") to the Subrecipient, such funding to be administered by the Community Resources Management ("CRM") of Clark County for the Program, as defined in Exhibit "A" "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient will provide the Program in accordance with Exhibit "B", "Scope of Work", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, BJA specifically requires the parties to agree with respect to the following matters:

A. The manner in which services will be provided; and

B. The manner in which the parties will cooperate in administering and overseeing the financial aspects of the project or program; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into this Interlocal Agreement is authorized to perform by law.

NOW, THEREFORE, in accordance with the grant and related regulations and in consideration of the terms provided herein, the parties hereto agree as follows:

1. CRM shall provide a maximum of $120,000 from Fiscal Year 2015 JAG funds to Subrecipient for the purpose of providing the Program.

2. Subrecipient will provide CRM with documentation supporting any and all requests for payment of expenses against the Funds encumbered, and will provide any additional documentation requested by CRM that may be required in the administration of the grant funds.

3. Subrecipient shall comply with all Federal laws and regulations associated with the receipt of Justice Assistance Grant funds as a Subrecipient of such funds for the Program.

4. It is specifically understood and agreed by Subrecipient that CRM shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, CRM may terminate this Interlocal Agreement.

5. This Interlocal Agreement shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:

a. This Interlocal Agreement shall be completed by September 30, 2018. An extension of the September 30, 2018 deadlines must be authorized by the Department of Justice, if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the County.

b. Either party may terminate this Interlocal Agreement for any reason with written notice of at least 60 calendar days.

6. In the event the County desires to increase the amounts set forth in Section 1 and Exhibit "A", the County, in its discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amount occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Page 2, Section 1 and in Exhibit "A".

Accountability

7. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $500,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $500,000 in Federal funds, Subrecipient shall provide a recent

financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Emma Garcia, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

8. Subrecipient agrees to include a copy of the SAM.gov documentation for all purchasing expenditures made, utilizing grant funding, through a vendor for purposes of verification reflecting that said vendor is in good standing with the Federal government. Subrecipient agrees not to utilize any product or service from an individual or organization that has been suspended or debarred from Federal grant funds.

9. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds

Program Documentation

10. Subrecipient agrees to provide the programmatic and fiscal reports using Performance Management Tools (PMTs) through provided templates to Clark County Community Resource Management by the 5th working day after the end of each calendar quarter to comply with the Department of Justice grant reporting guidelines.

11. Subrecipient agrees to provide invoices for grant reimbursement to CRM on a monthly basis. Invoices must include all of the backup documentation requested to support the expenditure.

Payroll Documentation

12. Subrecipient agrees that charges of salaries, wages and benefits for Subrecipient's employees who are expected to work solely on a single Federal award or cost objective must be supported by semi-annual payroll certifications (per 2 CRF Part 200) that the employee worked solely on that program for the period covered by the certification. Subrecipient agrees that payroll certifications must be signed by the employee and a supervisory official who has firsthand knowledge of the employee's work.

13. Subrecipient agrees that for Subrecipient employees who work on multiple awards, activities or cost objectives, Subrecipient must provide personnel activity reports (per 2 CRF Part 200) to support charges for salaries, wages and benefits. Subrecipient agrees to provide activity reports that reflect an after-the-fact distribution of the actual activity of each employee and account for the total activity for which each employee is compensated with federal funds. Activity reports must be prepared at least monthly, coincide with one or more pay periods, and be signed by the employee and supervisor who has firsthand knowledge of the employee's work.

monthly, coincide with one or more pay periods, and be signed by the employee and supervisor who has firsthand knowledge of the employee's work.

14. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have set their hands the day and year last written below.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor

ATTEST:

Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 2-21-17
Robert S. Sylvain, Date
Deputy City Attorney

CLARK COUNTY

Steve Sisolak, Commission Chairman

ATTEST:

Diana Alba, County Clerk

APPROVED AS TO FORM:

2-1-17
Steven Sweikert, Date
Deputy District Attorney

Exhibit "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

LAS VEGAS MUNICIPAL COURT

SPECIALTY COURT PROGRAMS

Fiscal Year 2015 Justice Assistance Grant Funds

Professional Services:

Consultants/Contracts	$120,000
Total Received from JAG 2015:	**$120,000**

EXHIBIT "B"

EDWARD BYRNE MEMORIAL JAG GRANT

SCOPE OF WORK

Program Year 2015

1. Clark County will provide ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000) in Fiscal Year 2015 Justice Assistance Grant funds (the "Funds"), to allocate funds to the Las Vegas Municipal Court to provide specialty court services.

2. To receive reimbursement for program activities, Subrecipient will provide a six step specialty court programs to reduce crime and recidivism and increase public safety in the identified target populations. This target population consists of: veterans, homeless, prostitutes, DUI offenders, mentally ill and 18-24 year old offenders with the propensity to be involved in crime based risky behaviors.

3. Subrecipient will provide quarterly progress report of the number of offenders who have participated in the program.

4. Subrecipient will provide notice to Clark County Community Resources Management of any program changes, including, but not limited to a written justification of the scope of work and per line budget changes within 30-days for which Fiscal Year 2015 Justice Assistance Grant funds are allocated under the provisions of this Interlocal Agreement.

5. Subrecipient agrees that approval of program changes including, but not limited to budget modifications, changes in the grantee authorized signing official, grantee contact, grantee mailing address, grantee name, project period, project scope, program office approvals and sole source approvals must have prior DOJ approval before being implemented.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
For possible action to approve a First Amendment to Agreement for the Lease of Real Property between City Parkway V, Inc., and the City of Las Vegas to extend the term of the lease for the parking lot on Parcel B of Symphony Park located at 850 West Clark Avenue, APN 139-33-610-025 - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
An Agreement for the Lease of Real Property was approved on March 19, 2014 allowing operation, maintenance and enforcement of the parking lot located at 850 West Clark Avenue. This First Amendment will grant an extension of the term of the Agreement on a month-to-month basis.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Amendment to Agreement for the Lease of Real Property

FIRST AMENDMENT TO AGREEMENT FOR THE LEASE OF REAL PROPERTY

THIS FIRST AMENDMENT TO AGREEMENT FOR THE LEASE OF REAL PROPERTY ("First Amendment") is made and entered into as of the _____ day of _____, 2017 by and between City Parkway V, Inc., a Nevada nonprofit corporation ("Lessor") and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("Lessee"). Lessor and Lessee individually or collectively are referred to herein as the "Party" or "Parties".

RECITALS

WHEREAS, the Parties have entered into that certain Agreement for the Lease of Real Property ("Lease") dated March 19, 2014 whereby Lessor leases to Lessee that certain real property and improvements located at 850 West Clark Avenue, Las Vegas, Nevada, 89106 commonly known as Parcel B of Symphony Park and bearing Clark County Assessor's Parcel Number 139-33-610-025 for the operation by Lessee of a paid parking lot.

WHEREAS, the term of the Agreement expires on April 30, 2017; and

WHEREAS, the Parties desire to enter into this First Amendment to extend the term of the Agreement on a month-to-month basis.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Any capitalized terms contained herein that are not defined herein shall have the same meaning as set forth in the Agreement.

2. The Parties agree that the Term is hereby extended on a month-to-month basis commencing on May 1, 2017 which either Party may terminate on the last day of a calendar month with no less than thirty (30) days written notice to the other Party.

3. All other provisions of the Agreement that are not inconsistent herewith shall remain in full force and effect. In the event of any conflict between the terms of this First Amendment and the Agreement this First Amendment shall govern and control.

5. This First Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first above written.

CITY PARKWAY V, INC.

By: _____
Elizabeth N. Fretwell, President

Date: _____

ATTEST:

_____
Scott D. Adams, Secretary

CITY OF LAS VEGAS, NEVADA

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

Approved as to form:

By: _____ 2-23-17
Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
For possible action to approve a Licensing and Management Contract between the Downtown Las Vegas Alliance (DLVA) and the City of Las Vegas for the management and maintenance of the website, Downtown.Vegas, by the DLVA - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a Contract for the licensing of rights for access, use and control of the Downtown.Vegas website to the DLVA. The DLVA will operate the website to promote Downtown Las Vegas by providing information on business news, community information and events and activities. The term of the Contract is for a period of two (2) years and may be renewed for two (2) additional two (2) year terms.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Licensing and Management Contract with Downtown Las Vegas Alliance of City Website

LICENSING AND MANAGEMENT CONTRACT WITH DOWNTOWN LAS VEGAS ALLIANCE OF CITY WEBSITE

THIS LICENSING AND MANAGEMENT CONTRACT is being entered into this __ day of _____, 2017 (the "Effective Date"), by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation within the state of Nevada, having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and the DOWNTOWN LAS VEGAS ALLIANCE (the "Company"), a Nevada non-profit corporation, having its principal office located at 575 West Symphony Park Avenue, Suite 100, Las Vegas, Nevada 89106.

SECTION A – Recitals

1. On June 2, 2104, the City registered the Website Name ("downtown.vegas") with the Internet Corporation of Assigned Names and Numbers as a domain name in anticipation of being able to use the Website Name to create a website designed as an internet address with information for events and activities occurring in downtown Las Vegas, thereby helping to promote and support the businesses located in downtown Las Vegas, which would be available to the public seeking such information.

2. Subsequent to the registration of the Website Name in May, 2008, the businesses located in the downtown area of Las Vegas created the Downtown Las Vegas Alliance, a non-profit Nevada corporation, for the purpose of promoting their mutual interests of such businesses who were members of the Alliance.

3. The City desires to engage the services of the Company to create relevant content, and to manage and maintain the Website (defined below), and the Company agrees to provide such services subject to the terms and conditions set forth below.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective, which date is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"Company"* means the individual, partnership, or corporation named in the first paragraph above, which is responsible for the performance of obligations and providing services described under this Contract.

(d) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(e) *"Contract"* means this document, consisting of Sections A through E, which is binding and effective only upon execution by the City.

(f) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

(g) "*Software*" means the software application, including its source code, owned by the City, which creates the content for the Website.

(h) "*Website*" means the web location registered with the internet address of "downtown.vegas."

(i) *"Website Name"* means the Uniform Resource Locator (URL) with the internet address of "downtown.vegas", which is owned by the City and registered with the Internet Corporation for Assigned Names and Numbers.

B-2 Contract Description

This Contract provides for the licensing of certain rights to the Company, which provides access, use and control the Website in exchange for the performance of certain obligations on the part of the Company in connection with the Website.

B-3 Payment of Fees and Expenses

The City will pay the annual registration fee for Website Name for the term of this Contract, anticipated to be in the amount of approximately $200 per year. The Company agrees to reimburse the City for this fee within thirty (30) days after receipt of an invoice requesting payment. All other costs and expenses arising in connection with the Contract shall be the responsibility of the Company.

B-4 Invoices [Intentionally Omitted]

B-5 Contract Term

This Contract commences on the Effective Date (which shall be the date of execution by the City), and shall continue in force and effect for a period of two (2) years thereafter, unless terminated earlier as provided in Section E-3 or E-4 below. The Contract may be renewed for two (2) additional two (2) year terms by mutual consent of the parties.

SECTION C – Company Licensing Rights and Party Obligations

C-1 Company Licensing Rights

The City is the exclusive owner of the Website Name ("downtown.vegas"). The City is also the exclusive owner of the Software creating the Website that is connected to and associated with the Website Name. In consideration of the Company agreeing to manage and maintain the Website at no cost to the City, the City hereby grants to the Company the licenses set forth in subsections (1) and (2) below subject to the requirements of this Contract. The licenses shall not become effective until thirty (30) days after the Effective Date of this Agreement. During such period of time, the City shall have the right to migrate whatever content it deems desirable or necessary prior to the Company obtaining access, use and control as set forth below. Subsequent to such migration, the City shall make a copy of the Source Code and retain such copy for archival purposes. The licenses granted herein shall be for the period of time set forth in Section B-5 above.

(a) Use of Website Name: For the term of this Contract, the City hereby grants an exclusive, non-transferrable, and non-sub-licensable license to use the Website Name, including use for commercial purposes, until expiration or termination as provided in this Contract.

(b) Access, Use and Control of Website: For the term of this Contract, the City hereby grants an exclusive, non-transferrable, and non-sub-licensable license to access, use and control the Website, including the Website, and the Software associated with the Website. The license granted herein includes the right to derive revenues from use of the Website for commercial purposes, until such time as this Contract expires or is terminated as provided herein. For purposes of adding content, or changing of modifying the design of the Website, the Company, or its duly designated agent, shall have the right to modify to the Source Code of the Software creating the Website. For any design changes or modifications made thereto, the Company shall have the right to use the Website as changed or modified pursuant to the licensing rights granted to the Company herein.

(c) Ownership of Design Changes. Notwithstanding anything to the contrary in this Contract, the City shall retain ownership of the Website and its existing content, and any changes by the Company to the Software creating new content for the Website, including all copyrights, except for content of separate modules created by the Company for the Website. The Company shall own each separate module created by the Company for the Website, and the City shall have a perpetual license to use any content included in the module that is also included or used in the public access Website. The Company shall have the right to migrate the Company created modules, if any, from the Website, and such migration shall occur 30 days prior to the expiration or termination of this Contract. Any content remaining thereafter shall become the intellectual property of the City.

(d) Non-Transferable. The Company agrees not to assign, sublicense, sell, transfer, resell or trade the licenses granted herein to any other person or entity without the written consent of the City. Any attempt to assign, sublicense,

sell, transfer, resell or trade the licenses granted herein shall be void and shall constitute a breach of this Contract subject to termination by the City.

C-2 Company Obligations

In consideration of the licensing of access, use and control of the Website by the City granted under Section C 1 above, the Company agrees to perform the obligations set forth below at no cost to the City.

(a) Website Purpose. For the term of this Agreement, the Website will be operated to promote downtown Las Vegas by providing information on the business news, community information and events and activities occurring downtown which is accessible to the public at the Website, as well as membership information accessible to members of the Company. The Company agrees to operate the Website in accordance with this stated purpose.

(b) Website Management and Maintenance. In consideration of the licensing rights granted by the City pursuant to Subsection (a) of Section C 1 above, the Company agrees to manage and maintain the Website according to the purpose stated herein.. In performing this obligation, the Company may, but is not obligated to, use the services of the third party website designer currently under contact with the City for purposes of hosting the website and implementing design changes to the website. The Company will be responsible for the payment of any services provided on the Website by the third party website designer, including, without limitation any hosting services.

(c) Website Design. For the term of this Contract, pursuant to the license granted under subsection (a) above, the Company shall be responsible for the design of the Website. In performing this obligation, the Company may utilize the third party web designer currently under contract with the City, or enter into a contract with a new web designer, to implement design changes to the website. The Company shall be responsible for any costs associated with the design changes.

(d) Terms of Use Policy/DMCA Safe Harbor. Within a period of sixty (60) days after the execution of this Contract, the Company and the City will jointly develop a policy setting forth the terms of use by persons viewing or posting content on the Website (the "Policy"). The Policy shall be posted on the Website, and use of the Website by a third party for purposes of posting content thereon, shall require acceptance of the terms of the Policy as a precondition to such use. The Company shall carry out all requirements for a "safe harbor" from potential copyright infringement liability for the posting of user generated content (if the Website allows for user generated content). The requirements of the safe harbor include an obligation to expeditiously take down content once the Company is notified that the content is infringing, and an obligation to provide contact information so that a copyright holder can notify the Company of the presence of the infringing content. For purposes of such notification, the Company shall register a "designated agent" with the United States Copyright Office.

(e) Quality Control. The Company shall assure that the quality of the Website shall be equal to or greater than the existing Website, and keep the Website up to date with current events and happening downtown Las Vegas. In the event that the City feels the quality is not sufficient, City will notify Company in writing of any objections, and Company agrees to cure any issues raised by the City within 72 hours of receiving notice.

(f) Costs and Expenses. The Company shall be responsible for paying all costs and expenses arising from the Company's obligations set forth in this Section C-2 (Access, Use and Control of Website).

C-3 City Obligations

For the term of this Contract, the City will be responsible for hosting, or causing the hosting of, the Website. In performing this obligation, the City may continue with the third party host currently under contract with the City, or enter into a new third party hosting agreement with a company that is acceptable to the City. All costs associated with the hosting the Website will be paid by the Company on a reimbursement basis to the City. The Company agrees to reimburse the City for such costs within thirty (30) after receipt of an invoice from the City.

SECTION D – Special Conditions

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: David Riggleman, Director of Communications
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101
Fax: 702.464.2689
Email: driggleman@lasvegasnevada.gov

FOR THE COMPANY: Chairman of Downtown Las Vegas Alliance
P.O. Box 2321
Las Vegas, Nevada 89125-2321
Fax: 702.441.4344
Email: info@dtlvalliance.org

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

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Eryn Sebelius as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Shelly Harris as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Ownership of Logos and Trademarks

The Company agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of the City that the Company is permitted to use, if any, in connection with this Contract are used by the consent of the City and shall remain the sole and exclusive properties of the City, and this Contract does not confer upon the Company any right or interest therein or in the use thereof.

D-5 Licenses/Registrations [CAO-5/2/12]

During the term of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Performance Review

During the term of this Contract, the City will review the Company's performance of services under this Contract, including monitoring the Website to determine if no changes have been made to the Website for a period of forty-five (45) days. If no changes have been made during this period of time, such failure shall constitute a default as provided in Section E-4 (Termination for Default) below, and shall be subject to the ten (10) day remediation period set forth therein.

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

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Conditions

E-1 Disputes [CAO-5/2/12]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be the Eighth Judicial District Court, Clark County Nevada.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

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

E-3 [Intentionally Omitted]

E-4 Termination for Default [CAO-5/2/12]

(a) The City may, by written notice of default to the Company and subject to the cure period set forth in subsection (b) below, terminate this Contract, in whole or in part, if the Company fails to:

(i) Manage and maintain the Website pursuant to the requirements of this Contract;

(ii) Perform its obligation or provide the services required under Section C 2 (Company Obligations), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(iii) Make progress, so as to endanger performance of this Contract; or

(iv) Perform any of the other provisions of this Contract.

For purposes of this Subsection, the Company shall have failed to "manage and maintain" the Website if updates or changes have not been made to the Website for any consecutive period of forty-five (45) days.

(b) The City's right to terminate this Contract under subsection (a) above may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after written notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

(d) This Contract, in whole or in part, may be terminated by either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within thirty (30) days following commencement thereof.

(e) The City retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local ordinances, or state and Federal statutes (including, without limitation, laws involving public health or safety) governing the performance of its obligations required under this Contract.

(f) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after thirty (30) days written notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 [Intentionally Omitted]

E-6 Indemnification [CAO-5/2/12]

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

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

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

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-5/2/12]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Non-Discrimination and Fair Employment Practices [07/31/13]

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

E-21 Fair Employment Practices [07/31/13]

In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

E-22 Further Assurances. The parties shall execute such additional documents and perform such additional acts as may be reasonable necessary to give effect to the purposes and provisions of this Contract.

E-23 Headings. The headings of sections are for convenience only and shall not be construed to define, limit or affect the construction or interpretation of this Contract or any provision. In the event of conflict between headings and the terms of this Contract, the terms of the Contract shall control.

E-24 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments

The following attachment is hereby incorporated into this Contract:

Identifier	Title/Text Reference	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]	2

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

CITY OF LAS VEGAS

CAROLYN G. GOODMAN Date
Mayor

DOWNTOWN LAS VEGAS ALLIANCE

Todd Kessler 3-14-17
TODD KESSLER, Chairman Date

ATTEST:

LUANN D. HOLMES, MMC Date
Acting City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-13-17
ROBERT S. SYLVAIN
Deputy City Attorney Date

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

<table>
<tr><th>Block 1: Contracting Entity</th><th>Block 2: Description / Subject Matter of Contract</th></tr>
<tr><td>Name: Downtown Las Vegas Alliance</td><td rowspan="2">Services for:

Licensing and Management with Downtown Las Vegas Alliance for access use and control of downtown.vegas</td></tr>
<tr><td>Address: P.O. Box 2321
Las Vegas, Nevada 89125-2321</td></tr>
<tr><td>Telephone: 702.908.3199</td><td rowspan="2">Pro-Law Number: 16-1304.004</td></tr>
<tr><td>EIN or DUNS :</td></tr>
</table>

Block 3: Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability City ☐ 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.	TODD KESSLER, CHAIR	575 Symphony Park Ave. #100, LV	702-908-3199
2.	JONATHAN ULLMAN, VICE-CHAIR	575 Symphony Park Ave. #100, LV	702-908-3199
3.	MARC ABELMAN, SECRETARY	575 Symphony Park Ave., #100, LV	702-908-3199
4.	LISA ROBINSON, TREASURER	575 Symphony Park Ave., #100, LV	702-908-3199
5.	MATT ENGLE, MEMBERSHIP	575 Symphony Park Ave., #100, LV	702-908-3199
6.	ALEXANDRIA EPSTEIN GUIDA, MEMBER AT LARGE	575 Symphony Park Ave., #100, LV	702-908-3199
7.	SETH SCHORR, MEMBER AT LARGE	575 Symphony Park Ave, #100	702-908-3199
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.

Todd Kessler
Name

3/14/17
Date

Subscribed and sworn to before me this 14th day of March, 2017

Julie-Ann Velasquez
Notary Public

JULIE-ANN VELASQUEZ
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 16-1215-1
MY APPT. EXPIRES 01-07-2020

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:

For possible action to approve award of Contract No. 170131-DC, Prime Design Services for Gilmore Cliff Shadows Park located at the northwest corner of Cliff Shadows Parkway and Gilmore Avenue - Department of Public Works - Award recommended to: STANTEC CONSULTING SERVICES, INC. ($520,600 - Parks & Leisure Capital Projects Fund) - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $520,600
Funding Source: Parks & Leisure CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This contract will provide for detailed design services to develop a 7.3 acre park to include lighted parking lot, driveways, shaded playground, restroom, group pavilion, picnic shelters, splash pad, plaza area, walkways, retaining walls, trash enclosure, turf areas, signage, landscaping and irrigation improvements. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2016 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Stantec Consulting Services, Inc. is located in Las Vegas, Nevada.

RECOMMENDATION:

Approve as recommended with signature authority granted to the Purchasing Manager per R-8-2017.

BACKUP DOCUMENTATION:

1. Contract No. 170131-DC
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
GILMORE CLIFF SHADOWS PARK

THIS CONTRACT is made and entered into this _____ day of _____, 2017, 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 **STANTEC CONSULTING SERVICES INC.**, (the "Consultant"), a **Corporation organized and existing under the laws of the State of Nevada**, whose address is **7450 Arroyo Crossing Parkway, Suite 170, Las Vegas, NV, 89113.**

WITNESSETH:

WHEREAS, the City intends to construct the **GILMORE CLIFF SHADOWS PARK** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.21 ***Attorney Fees.*** The 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_____
Edward O'Neal Date
Acting Manager, Purchasing & Contracts

CONSULTANT

By_____ 3/13/17
Brian Norris, Vice President
Stantec Consulting Services Inc. Date

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 3/8/17
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES and CONSULTANTS PROPOSAL

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

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

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:
100.2.1.1 Site address: Part of 10765 W. Alexander Road, Las Vegas, NV 89129
100.2.1.2 Entire area of assessor's parcel number(s): 137-12-101-008
100.2.1.3 Gross site acreage: Approximately 7.3 Acres
100.2.1.4 Offsite improvement area: Complete approximately 300 LF of Cliff Shadows Parkway
100.2.1.5 As shown on the attachment to this Exhibit 'A', titled Gilmore Cliff Shadows Park

100.3 PROJECT PROGRAM

100.3.1 The Project program, which may be altered as the Project develops, contains the following:
100.3.1.1 Approximate gross building square footage: 800 SF Restroom
100.3.1.2 Improvement description: New Park development consisting of a new lighted parking lot for at least 45 cars, driveways, (3) shaded playgrounds with safety surfacing, new restroom, group pavilion,(4) small picnic shelter, splash pad, plaza area, walkways, trash enclosure, passive turf areas, landscape and irrigation improvements.

100.4 CONSTRUCTION COST BUDGET

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

100.4.2 Construction Cost Budget: **$5,250,000.00**

100.5 CHANGES TO SCOPE OR SERVICES

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

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

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

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

100.6 GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

100.6.18.2 The Consultant shall provide:
100.6.18.2.1 Training of Consultant personnel required to utilize the OPM software, except as provided by the City above.
100.6.18.2.2 Information using the forms, screen views, and information fields provided in the software and training materials.
100.6.18.2.3 Electronic notification in the OPM software of any submittals that cannot be transmitted electronically, such as material samples.

100.6.18.2.4 Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
100.6.18.2.5 Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the OPM software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
100.6.18.2.6 Frequent monitoring of the OPM software.

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

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

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

100.7 DEFINITIONS

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

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

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

100.8 CITY'S REVIEW PROCESS

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

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

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

100.8.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: THE CITY'S RESPONSIBILITIES

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

101.2 The City shall provide the Consultant with:

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

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

101.2.3 Project schedule.

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

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

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

101.3 The City shall:

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

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

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

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

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

102.1.1 Responsibilities Specific to this Project for Various Phases

102.1.2 Programming and Conceptual Design Phase

102.1.3 Schematic Design and Master Planning Phase

102.1.4 Design Development Phase

102.1.5 Construction Document Phase

102.1.6 Bidding Phase

102.1.7 Construction Administration Phase

102.1.8 Post Construction Phase

ARTICLE 103: RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1.1 COST ESTIMATES

103.1.1.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the CSI UniFormat II style. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.1.1.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.1.2 GOVERNMENTAL AND AGENCY APPROVALS

103.1.2.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

103.1.2.1.1 General Plan Amendment. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

103.1.2.1.2 Rezoning. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

103.1.2.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

103.1.2.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

103.1.2.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Contract.

103.1.2.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

103.1.2.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Public Works Department, including a Drainage Compliance Report.

103.1.2.1.8 Traffic Study. If requested by the City, traffic studies shall be provided as an Additional Service.

103.1.2.1.9 New and Modified Stationary Sources of Air Pollutants Permits. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

103.1.2.1.9.1 Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and hearing representation. The City will provide the Consultant with any required fees payable to Clark County.

103.1.2.1.9.2 Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation.

103.1.2.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

103.1.2.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

103.1.2.4 CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, 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 Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. 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.

103.1.2.5 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

103.1.3 GEOTECHNICAL DATA

103.1.3.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

103.1.3.2 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

103.1.3.3 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

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

103.1.3.5 SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

103.1.3.6 NUMBER OF SOIL BORINGS. The Consultant acknowledges that the City's standard of placing the Contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if insufficient data is provided, and that in order to limit this Contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described in the City Design Standards. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to the City as a part of the Consultant's Basic Services.

ARTICLE 104: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

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

104.1.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

104.1.1.2 SITE SURVEY. Consultant shall prepare a boundary and topographic survey for the Project.

104.1.1.3 BLM LEASED PROPERTY PLANT SURVEY. City shall prepare a plant survey utilizing a BLM approved botanist, and incorporate the survey results and recommendations as approved by the BLM into the Construction Documents.

104.1.1.4 BLM LEASED PROPERTY MIGRATORY BIRD SURVEY. City shall prepare a survey for migratory bird nests, burrows and habitat for construction activity scheduled to occur from March 1 to September 1 by a BLM qualified biologist, and incorporate the survey results and recommendations into the Construction Documents.

104.1.1.5 GENERAL PROJECT PROGRAM REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

104.1.1.6 PROGRAMMING REPORT. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Programming Report, which details all goals, needs, spatial, and adjacency requirements of the Project.

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

104.1.1.8 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

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

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

ARTICLE 105: PRELIMINARY DESIGN PHASE

105.1.1 Upon authorization by the City to proceed with the Preliminary Design Phase, the Consultant shall:

105.1.1.1 REVIEW. Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

105.1.1.2 MASTER PLAN. Based on mutually agreed upon program, schedule, and Construction Cost Budget, the consultant shall prepare preliminary Master Plan consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project.

105.1.1.3 SITE AGRONOMY TESTING AND REPORT. Perform site sampling of the soils for agronomy testing and provide a report with recommendations for amending the site soils for planting.

105.1.1.4 PREPARE A WATER NETWORK ANALYSIS Using "WaterCAD" software. Determine if existing water connections will provide necessary water and pressure to the site for park use. Submit analysis to the governing water agency for review and approval.

105.1.1.5 TECHNICAL DRAINAGE STUDY. Prepare Technical drainage Study for the proposed project based on criterion set forth by the City of Las Vegas. Submit the study to the City of Las Vegas Department of Public Works Development and Flood Control Division (CLVPW) for review and approval.

105.1.1.6 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

105.1.1.7 SPECIFICATIONS. Prepare schematic level outline specification that describe the quality of construction materials proposed for the design.

105.1.1.8 PRELIMINARY DESIGN, SCOPE AND BUDGET REPORT. Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

105.1.1.8.1 Programming Report from the previous phase.

105.1.1.8.2 Site Utilization Report from the previous phase.
105.1.1.8.3 Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.
105.1.1.8.4 Outline specification.
105.1.1.8.5 Project Budget (provided by City).
105.1.1.8.6 Construction Cost Estimate.
105.1.1.8.7 Project Schedule (provided by City).
105.1.1.9 Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

105.1.1.10 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

ARTICLE 106: DESIGN DEVELOPMENT (DD) PHASE

106.1.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

106.1.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

106.1.1.1.1 DRAWINGS:

106.1.1.1.1.1 Building data and code analyses.

106.1.1.1.1.2 Utility plans, including both on-site and off-site improvements.

106.1.1.1.1.3 Paving and grading plans, including both on-site and off-site improvements.

106.1.1.1.1.4 Planting plans.

106.1.1.1.1.5 Irrigation plans.

106.1.1.1.1.6 Site plans.

106.1.1.1.1.7 Plumbing plans.

106.1.1.1.1.8 Lighting plans.

106.1.1.1.1.9 Power plans

106.1.1.1.1.10 Low voltage system plans.

106.1.1.1.1.11 Signage plans.

106.1.1.1.1.12 Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

106.1.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

106.1.1.1.3 MOUNTED REVIEW BOARDS. Prepare colored site plans, color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

106.1.1.1.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

106.1.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and consultants.

106.1.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide six (6) copies of the final documents from this phase.

106.1.1.4 REVIEW. The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

ARTICLE 107: CONSTRUCTION DOCUMENTS (CD) PHASE

107.1.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

107.1.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

107.1.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

107.1.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 60 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

107.1.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

107.1.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 60 percent and 90 percent CD Submittals.

107.1.1.6 CONSTRUCTABILITY AND BIDABILITY REVIEWS. Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

107.1.1.7 CD SUBMITTALS. Provide six (6) copies each of 60 percent, 90 percent and 100 percent final documents from this phase, to the City for review and comment.

107.1.1.7.1 **Prepare 60 percent Construction Documents**, including the following:
107.1.1.7.1.1 General

107.1.1.7.1.1.1 Completed title sheets, abbreviations, legends and site plans.
107.1.1.7.1.1.2 Responses to 100 percent Design Development review comments and incorporation into the documents as required.
107.1.1.7.1.1.3 Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
107.1.1.7.1.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

107.1.1.7.1.2 Civil

107.1.1.7.1.2.1 Existing facilities plans showing all existing topography and improvements.
107.1.1.7.1.2.2 Utility distribution plans with sizes of all new and existing utilities.

107.1.1.7.1.2.3 Rough grading plans.
107.1.1.7.1.2.4 Finish paving and grading plans.
107.1.1.7.1.2.5 Horizontal control plans.
107.1.1.7.1.2.6 Horizontal and vertical control plans for all site lighting pole bases.
107.1.1.7.1.2.7 Details with references to the plans.
107.1.1.7.1.2.8 Final calculations required to meet all levels of completion.

107.1.1.7.1.3 Landscape

107.1.1.7.1.3.1 Landscaping plans denoting all materials and sizes.
107.1.1.7.1.3.2 Irrigation plans with sizing of all piping.
107.1.1.7.1.3.3 Details with references to the plans.

107.1.1.7.1.4 Structural

107.1.1.7.1.4.1 Foundation plans including all dimensions.
107.1.1.7.1.4.2 Complete section and detail sheets.
107.1.1.7.1.4.3 Final calculations required to meet this level of completion.

107.1.1.7.1.5 Mechanical/Plumbing

107.1.1.7.1.5.1 All pipe sizes noted.
107.1.1.7.1.5.2 Cathodic protection requirements specified.
107.1.1.7.1.5.3 Points-of-connection including invert elevations.
107.1.1.7.1.5.4 All control diagrams shown and completed.
107.1.1.7.1.5.5 All details completed and referenced to the plans.
107.1.1.7.1.5.6 Final calculations required to meet this level of completion.

107.1.1.7.1.6 Electrical

107.1.1.7.1.6.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
107.1.1.7.1.6.2 Required single line drawings.
107.1.1.7.1.6.3 Completed panel schedules.
107.1.1.7.1.6.4 All special systems including grounding wells.
107.1.1.7.1.6.5 All details completed and referenced to the plans.
107.1.1.7.1.6.6 Final calculations required to meet this level of completion.

107.1.1.7.1.7 Specifications

107.1.1.7.1.7.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
107.1.1.7.1.7.2 Final form technical specifications in CSI format.

107.1.1.7.2 **Prepare 90 Percent Construction Documents**, including the following:

107.1.1.7.2.1 Drawings

107.1.1.7.2.1.1 Complete drawings containing all the information listed in the preceding 60 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

107.1.1.7.2.2 Specifications

107.1.1.7.2.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

107.1.1.7.2.3 Calculations

107.1.1.7.2.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

107.1.1.7.2.4 General

107.1.1.7.2.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.

107.1.1.7.2.4.2 Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.

107.1.1.7.2.4.3 Provide Exterior Light Fixture cut sheets for review

107.1.1.7.3 **Prepare 100% Construction Documents**, including the following:

107.1.1.7.3.1 Drawings

107.1.1.7.3.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

107.1.1.7.3.2 Specifications

107.1.1.7.3.2.1 Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

107.1.1.7.3.3 Calculations

107.1.1.7.3.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

107.1.1.7.3.4 General

107.1.1.7.3.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the 100% Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

107.1.1.7.3.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

ARTICLE 108: BIDDING PHASE

108.1.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

108.1.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

108.1.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

108.1.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

108.1.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

108.1.3.3 Attend and participate in the Pre-bid meeting.

108.1.3.4 Participate in bid evaluation and recommendations.

108.1.4 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

ARTICLE 109: CONSTRUCTION ADMINISTRATION PHASE

109.1.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

109.1.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

109.1.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

109.1.3.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

109.1.3.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

109.1.3.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

109.1.3.4 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

109.1.3.5 DOCUMENT REVISIONS. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

109.1.3.6 SUBSTITUTIONS. The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

109.1.3.7 INTERPRETATIONS. If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

109.1.3.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

109.1.3.9 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

109.1.3.10 CONSTRUCTION CHANGE ORDERS. Promptly review, comment on, approve, and sign Construction Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Construction Change Order or Construction Change Directive is 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, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

109.1.3.11 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

109.1.3.12 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

109.1.3.13 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

109.1.3.14 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

109.1.3.15 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Contract and do not authorize any Additional Services.

109.1.3.15.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

109.1.3.15.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

109.1.3.15.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days** and **submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

109.1.3.15.4 PROJECT DELAYS. Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

ARTICLE 110: POST CONSTRUCTION PHASE

110.1.1 The Consultant shall provide the following scope of services:

110.1.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one set of completed documents in electronic AutoCAD dwg format and one set of completed documents in electronic Adobe pdf format to the City.

110.1.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

Consultants Proposal:

January 20, 2017
File: 180101475

Attention: Mr. Patrick Batté, AIA, RLA
City of Las Vegas
Dept. of Public Works City Engineering Division
Development Services Center, 9th Floor
333 N. Rancho Drive
Las Vegas, Nevada 89106

Dear Mr. Batté

Reference: Gilmore Cliff Shadows Park

Thank you for giving us the opportunity to provide you with this proposal for Professional Design Services for the proposed Gilmore Cliff Shadows Park. This revised proposal represents our scope of services based on the City's Standard Master Scope of Services administered on all projects. It is our understanding we will work together to tailor the master scope of services to tasks specific to this project.

PROJECT UNDERSTANDING

Gilmore Cliff Shadows Park site is located at the northwest corner of Cliff Shadows Parkway and Gilmore Avenue within a residential community. The Park will be approximately 7.3 acres in size within an overall 25-acre open space currently managed by BLM and leased to the City. The site appears mostly disturbed except for the western fringe where it is mostly undisturbed native. The site currently has a storm drain box culvert that runs through the site. At the northeast end, there is an existing equestrian/hiking trailhead and parking lot where we will need to provide trail connection with. The northern park edge is bound by an existing open drainage channel and residential homes, and the eastern park edge fronts Cliff Shadows Parkway. New Park development will consist of a new lighted parking lot for at least 50 cars, (2) driveways, (3) shaded playgrounds with safety surfacing, new city prototype restroom (by City), lighted group pavilion, (4) small lighted picnic shelters, splash pad, plaza area, walkways, retaining walls in the turf area, trash enclosure, passive turf areas, wayfinding and interpretive signage, landscape, and irrigation improvements.

SCOPE OF WORK

The following Tasks will be performed:

1.0 Tasks Specific to this Project for Various Phases

2.0 Preliminary Design Phase

3.0 Design Development Phase

4.0 Construction Documents Phase

5.0 Bidding Phase

6.0 Construction Administration Phase

7.0 Post Construction Phase

1.0 TASKS SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

1.1. SITE AGRONOMY REPORT

1.1.1 Stantec and its consultant team (herein referred to as "Consultant") will take site soil samples and prepare a soils agronomy report for use in preparing landscape specifications.

1.2 OPINION OF PROBABLE CONSTRUCTION COSTS

1.2.1 Consultant will prepare and provide detailed Opinion of Probable Construction Costs with each submittal. Estimates will include unit costs, quantities and other estimating parameters for each component or work.

1.2.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Budget, Consultant will coordinate with the City to propose solutions that will bring the Project within the Construction Cost Budget.

1.3 GOVERNMENTAL AND AGENCY APPROVALS

1.3.1 Consultant will submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section. A draft approval/permit matrix will be created identifying the government and agencies anticipated for City review to confirm the list. The matrix will be maintained and updated during the course of the project.

1.3.2 Site Development Plan Reviews. Consultant with City's input will prepare the required applications, documentation, submittals including meeting representation for the Planning Department's Site Development Plan Reviews, including similar organizations (as required) to the site and Project.

1.3.3 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations will be considered Additional Services unless otherwise identified in this Contract.

1.3.4 Utilities. Work includes applications, documentation, submittals, coordination and representation for all project required utility designs. It is our understanding the existing water RPPA on the project site is not recognized by LVVWD (Las Vegas Valley Water District) and will require replacement meeting LVVWD's requirements.

1.3.5 Flood/Hydrology Reports. Consultant will comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Public Works Department, including preparing a Drainage Hydrology Report.

1.3.6 Traffic Study. If requested by the City, traffic studies will be provided as an Additional Service.

1.3.7 SUBMIT, REVIEW AND INCORPORATE. Consultant to submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project during the preparation of the documents. Submitted documents will be sealed and signed as required by NRS, the City, utility and governmental agency.

1.3.8 FEES. To be the responsibility of the City to pay.

1.3.9 GEOTECHNICAL REPORT. Consultant will perform Services and provide Report(s) for use in the performance of services.

2.0 PRELIMINARY DESIGN PHASE

2.1 SITE SURVEY. City to provide all site survey mapping and documentation in CAD format needed for Consultant to design and document project including all existing right of way and easements. Any additional documentation needed such as writing new easements will be provided by the City or as Additional Service if performed by Consultant as directed by the City.

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

2.3 REVIEW. Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City.

2.4 PREPARE MASTER PLAN. Based on the proposed concept plan, program, and Construction Cost Budget provide by the City, the Consultant will prepare a refined master plan. This plan with support graphics will be used to meet with the neighborhood stakeholders if necessary. The City will determine which comments received in the meeting to incorporate into the final plan. This plan and support graphics will be used at a public information meeting (if necessary) and submitted into City planning for Planning Commission Approval.

2.5 SITE AGRONOMY TESTING AND REPORT. Consultant to collect, prepare and submit five each composite soil samples from the site. The locations of the sampling will be determined at a later time. Upon receipt of the analyses from a qualified agricultural testing lab the results will be interpreted and a written document provided with details regarding pH, percent organic matter, macro and micronutrients, salinity, and cation exchange capacity. Provide detailed recommendations regarding agronomic soil

preparation for planting to include soil handling, incorporation of organic matter and amendments, and leaching.

2.6 ESTIMATE. Consultant to prepare a preliminary Opinion of Probable Construction Costs for City review.

2.7 GEOTECHNICAL EVALUATION REPORT. Utilizing an existing report done for this site, Consultant will update the report and perform additional borings as determined to prepare the required reports for design and construction.

2.8 REVIEWS. Consultant to participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes will be fully coordinated within and between disciplines.

2.9 Deliverables to include:

2.10.1 Site Utilization Report
2.10.2 Site Agronomy Report
2.10.3 Site Master Plan
2.10.4 Geotechnical Evaluation Report
2.10.5 Opinion of Probable Construction Costs

3.0 DESIGN DEVELOPMENT (DD) PHASE

3.1 DOCUMENTS: Consultant will prepare the Design Development Documents to a 30% level consisting of construction drawings, outline specifications and other documents establishing the size and character of the Project. The City will handle restroom Architecture. Design Development documents may include the following:

3.1.1 Site Utility plans. Base on available mapping, there is only one water stub into the park site off Cliff Shadows Parkway. Per LVVWD requirements, two separate stubs off the water line is required to serve the site for potable water and irrigation use. Off-sites will be required and will require a 50' patch in the street due to its age less than 5 years old. There is a sewer stub at the southwest corner of the site.

3.1.2 Paving and grading plans, for both on-site and off-site improvements.

3.1.3 Planting plans showing plant materials/schedules.

3.1.4 Preliminary mainline routing and equipment list on irrigation plans.

Reference: Gilmore Cliff Shadows Park

3.1.5 Site hardscape plans.

3.1.6 Restroom Plans (by City).

3.1.6.1 Restroom Floor plan.

3.1.6.2 Restroom Reflected ceiling plan (if applicable).

3.1.6.3 Roof plan.

3.1.6.4 Restroom elevations.

3.1.6.5 Building and wall sections.

3.1.6.6 Finish schedules.

3.1.6.7 Foundation plan.

3.1.6.8 Framing plan.

3.1.6.9 Ventilating plan.

3.1.6.10 Plumbing plan.

3.1.7 Lighting plan.

3.1.8 Power plan.

3.1.9 Signage plans.

3.1.10 Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

3.1.11 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

3.1.12 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings, and other design information as required to properly illustrate the proposed design for the City's review and approval.

3.1.13 ESTIMATE. Consultant to prepare an updated Opinion of Probable Construction Costs.

3.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Constructions Costs to the Construction Cost Budget, if needed, the Consultant's design team will participate in a Value Engineering Session with City personnel and consultants.

3.3 REVIEW. Consultant's design team will participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal will be incorporated into the Construction Documents Submittal.

3.4 DELIVERABLES. Consultant will provide up to five (5) bond 24" x 36" copies and one (1) pdf set of plans and 8.1/2" x 11" copies each of documents to the City for review and comment.

4.0 CONSTRUCTION DOCUMENTS (CD) PHASE

4.1 Upon authorization by the City, Consultant will proceed with the Construction Documents Phase.

4.2 CONSTRUCTION DOCUMENTS. Based on the approved 30% Level Design Development Submittal, review comments, the Consultant will prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City.

4.3 BID DOCUMENTS. The Consultant will assist the City in the preparation of the bidding documents, including the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents will together comprise the "Contract Documents."

4.4 ESTIMATES. Consultant will prepare and submit a detailed Opinion of Probable Construction Costs at the 60, 90 percent, and 100 percent CD Submittals.

4.5 CONSTRUCTION SCHEDULE. Consultant will include with the 90 percent Construction Costs the number of calendar days recommended for the Contractor to complete the Work, to be used in the bid documents and construction contract.

4.6 REVIEWS. Consultant will respond to all design review comments prior to each submittal. Incorporate requested changes into appropriate documents. The Consultant's design team will participate in design review meetings in which the City will present and discuss comments generated during review of the 90 percent and 100 percent CD Submittals.

Reference: Gilmore Cliff Shadows Park

4.7 CONSTRUCTABILITY AND BID-ABILITY REVIEWS. If the City conducts a constructability and bid-ability review of the documents using City personnel, consultants, contractors or others, the Consultant will meet, cooperate, and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City.

4.8 DELIVERABLES. Consultant will provide up to five (5) bond 24" x 36" copies and one (1) pdf set and 8.1/2" x 11" copies each of documents at 60, and 90 percent submission levels to the City for review and comment.

4.8.1 **60, and 90 percent Construction Documents** to including the following:

4.8.1.1 General

4.8.1.1.1 Completed title sheets, abbreviations, legends, and site plans.
4.8.1.1.2 Responses to 30 percent Design Development review comments and incorporation into the documents as required.

4.8.1.1.3 Incorporation of all requirements and direction given by the City prior to the 90 percent CD Submittal.

4.8.1.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies as it applies.

4.8.1.2 Civil

4.8.1.2.1 Utility plans with sizes of all new and existing utilities.
4.8.1.2.2 Finish paving and grading plans.
4.8.1.2.3 Horizontal control plans.
4.8.1.2.4 Horizontal and vertical control plans for all site lighting pole bases.
4.8.1.2.5 Details with references to the plans.
4.8.1.2.6 Final calculations required.

4.8.1.3 Site and Landscape

4.8.1.3.1 Site Plans callout all proposed materials and detail callouts
4.8.1.3.2 Planting plans denoting all materials and sizes.
4.8.1.3.3 Irrigation plans with sizing of all piping.
4.8.1.3.4 Details with references to the plans.

4.8.1.4 Restroom Architectural (Plans by City)

4.8.1.4.1 Floor plans with all dimensions and room finishes noted.
4.8.1.4.2 All door, window, hardware, and glazing schedules complete as it applies

4.8.1.4.3 Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems as it applies. All elevations and sections.
4.8.1.4.4 Enlarged plans of rooms or areas as needed to accurately portray the work.
4.8.1.4.5 Interior and exterior details.
4.8.1.4.6 All section and detail bubbles completed to indicate the location of the sections and details.
4.8.1.4.7 Demolition plans

4.8.1.5 Structural (restroom by City)

4.8.1.5.1 Restroom Foundation plans including all dimensions.
4.8.1.5.2 Intermediate floor framing plans with complete section cuts and detail references.
4.8.1.5.3 Complete section and detail sheets.
4.8.1.5.4 Completed and detailed roof framing plans.
4.8.1.5.5 Final calculations required to meet this level of completion.
4.8.1.5.6 Site Shelters will be handled as a deferred submittal to comply with NRS" or-equal" product substitution requirements.

4.8.1.6 Restroom Mechanical/Plumbing (by City)

4.8.1.6.1 All HVAC sizing (ducts and equipment).
4.8.1.6.2 All air flow quantities noted.
4.8.1.6.3 All mechanical equipment and fixture schedules completed.
4.8.1.6.4 All pipe sizes noted.
4.8.1.6.5 Cathodic protection requirements if specified.
4.8.1.6.6 Points-of-connection including invert elevations.
4.8.1.6.7 Completed riser diagrams.
4.8.1.6.8 All control diagrams shown and completed.
4.8.1.6.9 All details completed and referenced to the plans.
4.8.1.6.10 Final calculations.

4.8.1.7 Electrical (Restroom by City)

4.8.1.7.1 All power, lighting and auxiliary systems plans to reflect complete circuiting.
4.8.1.7.2 Required single line drawings.
4.8.1.7.3 Completed panel schedules.
4.8.1.7.4 Electrical room details showing equipment in plan and elevation if applicable.
4.8.1.7.5 All special systems including grounding wells.
4.8.1.7.6 All details completed and referenced to the plans.
4.8.1.7.7 Final calculations.

4.8.1.8 Specifications

4.8.1.8.1 Project Specifications.
4.8.1.8.2 Final form technical specifications in CSI format.

4.8.2 **100% Construction Documents** to include the following:

4.8.2.1 Drawings

4.8.2.1.1 Complete drawings, READY FOR BID stamped and signed.

4.8.2.2 Specifications

4.8.2.1.1 Complete specifications, READY FOR BID stamped and signed.

4.8.2.3 Calculations

4.8.2.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed.

4.8.2.4 General

4.8.2.4.1 Consultant will provide the City a GAGC "Yellow Line" over "Red Line" corrections drawing check set confirming that all the requirements, directions, changes, and corrections have been incorporated into the documents.

5.0 BIDDING PHASE

5.1 While the Project is being advertised for bids, all questions concerning intent will be referenced to the City for resolution. If items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items will be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City. All documents will be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

5.2 Addendum revisions will be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions will be indicated and logged on each document. Consultant will maintain a log of all revisions to the documents.

5.3 Consultant will attend and participate in the Pre-bid meeting.

6.0 CONSTRUCTION ADMINISTRATION PHASE

6.1 CONSTRUCTION PROJECT REPRESENTATIVE. Consultant will participate in up to eight (8) construction meetings when asked by the City and will delegate other consultants at key times during the project.

6.2 MEETINGS. Consultant will participate in the Pre-Construction Conference with the Construction Contractor. The Consultant will participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process. The City will determine meeting dates, times, and place.

6.3 SITE VISITS. Consultant will visit the Project site when asked to participate in construction progress meetings to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits will be limited to eight (8).

6.4 DEFECTIVE WORK. Consultant will advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site.

6.5 DOCUMENT REVISIONS. During construction, consultant will furnish additional drawings for supplementing, clarifying and correcting purposes. Revisions will be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions will be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant will maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change.

6.6 SUBSTITUTIONS. Consultant will evaluate substitutions proposed by the contractor during the construction period.

6.7 RFI. Consultant will respond to Requests for Information (RFIs) received.

6.8 SUBMITTALS. Consultant will review and approve submittals, samples, and shop drawings for compliance with the Construction Documents. After three (3) submittals, if the same item has not been approved, any additional reviews will be an additional service.

6.9 CONSTRUCTION CHANGE ORDERS. As requested, when received, Consultant will review, comment on, approve, and sign Construction Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents.

6.10 DRAINAGE COMPLIANCE LETTER. Consultant will visit the site and verify the grading complies with the approved grading plans. If in compliance, the Civil Engineer of record for the Project will issue a letter, acceptable to the City of Las Vegas Department of Building and Safety. Contractor will be required to demonstrate compliance by flooding areas with water in the presence of the engineer.

6.11 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, Consultant will perform testing and issue a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

6.12 PUNCHLISTS. Consultant will participate with the City in the development and resolution of Punch Lists generated at substantial completion.

7.0 POST CONSTRUCTION PHASE

7.1 WARRANTY. Consultant will participate in warranty reviews; including reviews during any staggered warranty periods and a warranty walk-through at eleven months after warranty commencement at completion. Consultant will assist the City in the development and resolution of a warranty issues list.

8.0 PROPOSED FEE SUMMARY

ITEM	DESCRIPTION	FEE
2.0	Preliminary Design Phase	$100,140
3.0	Design Development (DD) Phase	$57,920
4.0	Construction Document Phase	$278,900
5.0	Bid Phase	$7,455
6.0	Construction Administration Phase	$54,560
7.0	Post Construction	$6,625
	Basic Design Services Fee (items 1-5):	**$444,415**
	Services Total (items 1-7):	**$505,600**

Reference: Gilmore Cliff Shadows Park

Disbursements (Xerox, Prints, Renderings, Deliveries, Mailings, travel, and meals) are included in the Fee.

We look forward in working with you on this great park project. Feel free to contact me with any questions or clarifications you may have regarding this proposal.

Regards,

STANTEC CONSULTING SERVICES INC.

Cary Baird, PLA
Senior Associate
Phone: (702) 304-7600
Fax: (702) 258-4956
cary.baird@stantec.com

c. John Welsh, PE

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

200.2 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

ARTICLE 201: PRELIMINARY DESIGN PHASE

201.1 Geotechnical Report-
201.2 Site Survey.
201.3 Site Agronomy Report
201.4 Water Network Analysis
201.5 Park Master Plan and Support Graphics
201.6 Site Utilization Report.
201.7 Construction Cost Estimate.
201.8 Conceptual Design Drawings.

ARTICLE 202: DESIGN DEVELOPMENT PHASE

202.1 Drawings and Specifications.
202.2 Presentation Drawings, mounted.
202.3 Materials Board.
202.4 Flood/Hydrology Report draft, if required by governing authorities
202.5 Construction Cost Estimate.

ARTICLE 203: CONSTRUCTION DOCUMENT PHASE

203.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Public Works Department, and written notice to the City of the submittal dates for each.
203.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.

203.3 NV Power, CenturyLink, and the Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.

203.4 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 60%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 60%, 90% and 100% submittals.

203.5 Exterior Light Fixture Cut Sheets at 90% Submittal.

203.6 Building Permit Application.

203.7 Building Department and civil Land Development section of the Building Department, plan review permit applications.

203.8 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

203.9 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).

203.10 Drawing list with sheet title and issue date for each sheet.

203.11 Specifications contributing authors' stamps and signatures.

ARTICLE 204: BIDDING PHASE

204.1 All bidding documents in pdf format for posting on DemandStar.com.

204.2 Requested and necessary addenda.

ARTICLE 205: CONSTRUCTION ADMINISTRATION PHASE

205.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Contract, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.

205.2 Drainage Compliance Report.

ARTICLE 206: POST CONSTRUCTION PHASE

206.1 Final Record Drawings in both electronic and mylar or acid-free bond format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

ARTICLE 301: PHASE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Preliminary Design	50	Concurrent 1 week City review period.
Design Development	50	Concurrent 1 week City review period.
Construction Documents	80	Concurrent 1 week City review period.
Permit	30	City review is concurrent with drawings progress. See below for the permitting phase scope
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	**210**	

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

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

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

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

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be responsible for any damages 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.

302.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Building Department and a separate civil package to the Land Development section of the Building Department.

302.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the civil construction permit application, and that these reviews can take many weeks to obtain.

302.3.3 The Land Development civil approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.

302.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Building Department drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.

302.3.5 The NV Power design precedes the CenturyLink submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.

302.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council.

302.4 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 No Change in Fee. It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Contract, the Consultant is knowledgeable and experienced in determining the estimated Construction Time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the Construction Time to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Contract due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 Suspension Exception. The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Contract.

303.1.2 50% Time Extension Exception. The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in "Construction Time" (as used within this Article, the time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase from the Construction Time provided in the Contractor's construction contract at award, with the Consultant absorbing any and all anticipated and unanticipated Consultant Construction Phase costs outside of the "Allowed Period" (as used within this Article, the Allowed Period is the time period beginning on the first day that the 50% increase is reached and ending at the close of business on the day preceding the date of Substantial Completion).

303.1.2.1 PRIOR WRITTEN APPROVAL REQUIRED. If the Consultant intends to apply for additional compensation for services rendered during the Allowed Period, permission must be requested in writing and written approval granted by the City prior to providing any such services. Should the Consultant fail to request the required permission, the City is under no obligation to provide additional compensation for services performed during the Allowed Period. Should the City request in writing reduced or specific services during the Allowed Period, the Consultant shall provide the services and be compensated as an Additional Service. Should the Consultant request the required approval and the City fail to grant it, the Consultant is under no obligation to provide the required ongoing Construction Phase services during the Allowed Period excepting this does not relieve the Consultant's obligation to provide punch list and other project close out tasks that are unrelated to the length of the construction schedule.

303.1.2.2 The time extension may be the result of poor contractor performance, third party delays, added change order work, weather delays, or any other cause, excepting any event, issue, or delay being in any way the fault of the Consultant (whether the sole cause or a contributing concurrent cause) shall not count toward the measurement of the 50% extension time period. For example, should a 100 day construction contract time extend to 150 days, the 150th day would be eligible for a fee adjustment, excepting in this example the consultant was negligent in returning timely submittals resulting in a total of 10 days delay over the course of the construction, with the result that the first day of the Allowed Period would then be the 160th day.

303.1.2.3 The Consultant shall submit Allowed Period timecard records for the City's review in determining eligible personnel, activities and hours, as well as any other requested records reasonable necessary for the City to make a determination.

303.1.2.4 Eligible personnel may include the individuals and positions named in this Agreement but not support personnel as defined in Exhibit "E".

303.1.2.5 Eligible activities may include the tasks required in this Agreement and conducted during the Allowed Period that would not have occurred except for the extended construction phase schedule such as attending weekly construction meetings, but not activities that would have been conducted regardless of the length of the construction schedule such as reviewing submittals, answering RFIs, and preparing punch lists of corrective work. Eligible activities must not benefit other projects in any way.

303.1.2.6 Any approved 50% extension fee adjustments shall be considered an Additional Service and utilize the rates in Exhibit "E" unless otherwise agreed to by the parties to this Agreement. Reimbursable Expenses shall not be included unless specifically authorized in writing by the City for the Allowed Period.

303.1.2.7 Any time extension related to a suspension of the Project during construction shall not count toward the measurement of the 50% extension time period. The time period related to the suspension may be allowed a fee adjustment as provided for in Section 10.01 Suspension of this Contract instead.

303.1.3 50% Time Reduction Exception. Should the Contractor reach Substantial Completion in less than 50% of the awarded Construction Time, the Consultant's Construction Phase fee shall be reduced. Should the Project reach Substantial Completion in 50% of the awarded Construction Time to 100% of the awarded Construction Time, the Consultant's fee for the Construction Phase shall not be reduced due to the early completion.

303.1.3.1 The cause of the reduction in time may be an efficient contractor, a generous awarded Construction Time, a change order scope reduction, a termination of the Project, or any other cause.

303.1.3.2 The amount of the fee reduction for the Construction Phase shall be based on the percent of the awarded Construction Time used. For example, if an awarded Construction Time was 100 days and the project was terminated 10 days into the time, the Construction Phase fee would be reduced to 10% of the original fee.

303.2 Post Construction. No adjustments shall be made to the Post Construction Phase fee due to changes in construction 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 **$520,600.00**. 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 ON THE COMPLETION OF PHASES

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

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Preliminary Design Phase	20.1%	$100,140	
Design Development	15.0%	$ 57,920	
Construction Documents	48.9%	$278,900	
Bidding	2.8%	$ 7,455	
Construction	11.9%	$ 54,560	
Post Construction	1.3%	$ 6,625	Punch List
	TOTAL	**$505,600**	

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

401.3 The City Representative shall have the authority to make such work scope adjustments to the services 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 Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

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

401.5 CONSTRUCTION COST ESTIMATES.
Consultant shall **deduct** from the above Fees **$3,000** for each of the required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase.

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		
TOTAL NOT-TO-EXCEED COST	$15,000.00	Additional services to include engineering calculations, reports, additional plans, and site/construction administration meetings, billed at $900 per meeting.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Project Architect / Manager	$191	Per Hour
Architect / Engineer	$166	Per Hour
Designer	$152	Per Hour
Specification Writer	$152	Per Hour
Technician / CADD Operator	$113	Per Hour
Clerical	$105	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

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

SUBCONSULTANT #1 COLLINS ENGINEERS	RATE	UNIT
Project Architect / Manager	$170	Per Hour
Architect / Engineer	$155	Per Hour
Designer	$120	Per Hour
Specification Writer	$80	Per Hour
Technician / CADD Operator	$105	Per Hour
Clerical	$80	Per Hour

SUBCONSULTANT #2 PROFESSIONAL CONSULTING ENGINEERS	RATE	UNIT
Project Architect / Manager	$150	Per Hour
Architect / Engineer	$120	Per Hour
Designer	$80	Per Hour
Specification Writer	$75	Per Hour
Technician / CADD Operator	$70	Per Hour
Clerical	$55	Per Hour

SUBCONSULTANT #3 O'CONNER CONSTUCTION MGT. INC	RATE	UNIT
Project Architect / Manager	$165	Per Hour
Senior Estimator/CM	$155	Per Hour
Estimator	$130	Per Hour
Construction Manager	$115	Per Hour
Scheduler	$130	Per Hour
Clerical	$55	Per Hour

SUBCONSULTANT #4 HORTICULTURE CONSULTANTS INC.	RATE	UNIT
Arborist/Horticulturalist	$115	Per Hour
Clerical	$55	Per Hour

SUBCONSULTANT #5 AQUA ENGINEERS INC	RATE	UNIT
Irrigation Engineer of Record	$163	Per Hour
Irrigation Principal in Charge	$135	Per Hour
Designer	$130	Per Hour
Designer II	$100	Per Hour
Technician/CADD Operatior	$100	Per Hour
Clerical	$55	Per Hour

SUBCONSULTANT #6 NINYO AND MOORE	RATE	UNIT
Environmental Scientist	$160	Per Hour
Senior Engineer/Geologist/Environmental Scientist	$145	Per Hour
Senior Staff Engineer/Geologist/Environmental Scientist	$110	Per Hour
Senior Inspector	$85	Per Hour
Technician / CADD Operator	$70	Per Hour
Clerical	$55	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

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

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

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

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

502.4 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may 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 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

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

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

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

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

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

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Patrick Batte AIA

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Michael Vlaovich AIA

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: Cary Baird

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Trina Magoon

601.1.3 PROJECT ARCHITECT: Dalton LaVoie

601.1.4 **RESPONSIBLE IN CHARGE PERSON**
List name of individual Architect as licensed: Cary Baird Landscape Architect

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Architect license number: #405

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 CIVIL ENGINEER: Thomas Miller, P.E.

602.1.2 STRUCTURAL ENGINEER: Priyatosh Ray, PE/SE

602.1.3 MECHANICAL ENGINEER: Doug Macdonald,FASIC (Irrigation/Booster Pumps)

602.1.4 ELECTRICAL ENGINEER: Tom Foster, P.E.

602.1.5 LANDSCAPE DESIGN: Cary Baird, PLA

602.1.6 INDEPENDENT COST ESTIMATOR (NOT the Consultant): Justin Peterson

602.1.7 INTERIOR DESIGN: N/A

602.1.8 GEOTECHNICAL ENGINEER: Brad Olsen, P.E.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Stantec Consulting Services Inc.	**Services for:** Gilmore Cliff Shadows Park
Address: 7450 Arroyo Crossing Parkway, Suite 170 Las Vegas, NV 89113	
Telephone: 702-304-7600	**Project Number:** 180101475
EIN or DUNS: 11-2167170	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

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

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: SCSI Disclosure of Ownership and Principals

Date of Attached Document: 8-26-16 Number of Pages: 3

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.

Brian Norris, Vice President
Name

February 28, 2017
Date

Subscribed and sworn to before me this 28th day of February, 2017

Tracy Black
Notary Public

TRACY BLACK
Notary Public, State of Nevada
Appointment No. 08-109863-2
My Appt. Expires Oct 30, 2018

STANTEC CONSULTING SERVICES INC.

SHAREHOLDERS: Stantec Holdings (Delaware) III Inc. - 100%

DIRECTORS:

Scott L. Murray
Jeffrey P. Stone

OFFICERS:

President	Robert J. Gomes
Executive Vice President & COO	Scott L. Murray
Executive Vice President & CBO	Valentino DiManno
Executive Vice President	W. Paul Allen
Executive Vice President	Leonard Castro
Executive Vice President	Carl Clayton
Executive Vice President	Steve M. Fleck
Executive Vice President	Gord Johnston
Executive Vice President	Michael A. Kennedy
Executive Vice President	Kirk M. Morrison
Executive Vice President	Eric Nielsen
Executive Vice President	Robert Seager
Executive Vice President	Stanis I.R. Smith
Executive Vice President	Russ Wlad
Senior Vice President & CEO - Engineering	Brian Larson
Senior Vice President & CIO	Chris McDonald
Senior Vice President	John Adams
Senior Vice President	Paul J.D. Alpern
Senior Vice President	Donald W. Armour, Jr.
Senior Vice President	Jamie Bagan
Senior Vice President	Reno Fiorante
Senior Vice President	Anton Germishuizen
Senior Vice President	Isabelle Jodoin
Senior Vice President	Maurice Leger
Senior Vice President	Stuart E. Lerner
Senior Vice President	John P. Lorie
Senior Vice President	Lui Mancinelli
Senior Vice President	John S. Montgomery
Senior Vice President	Bjorn Morisbak
Senior Vice President	Janet L. Mulligan
Senior Vice President	Robert Mullins
Senior Vice President	Robert A. Simm
Senior Vice President	Dean Palumbo
Senior Vice President	Peter Salusbury

Stantec Consulting Services Inc.

Senior Vice President	William F. Shelley
Senior Vice President	Keith Shillington
Senior Vice President	Emree Siaroff
Senior Vice President	Marjorie K. Simmons
Senior Vice President	Scott Storlid
Senior Vice President	John Take
Senior Vice President	Robert A. Wood
Vice President	Frank Aceto
Vice President	Jennifer A.I. Addison
Vice President	Kimberly J. Austin
Vice President	Dave Bennett
Vice President	David R. Bernier
Vice President	Daniel Bernstein
Vice President	Nick Bokaie
Vice President	Walter Brandhuber
Vice President	Robert T. Carballo
Vice President	Ramon Castella
Vice President	Curt Chapman
Vice President	Annie Coull
Vice President	Don Craig
Vice President	Donald Del Nero
Vice President	Fermin A. Diaz
Vice President	James Eastwood
Vice President	Joseph Geller
Vice President	Roger (Don) Hensley
Vice President	Kenna Houncaren
Vice President	Peter J. Howe
Vice President	Douglas J. Johnson
Vice President	Donna L. Jones
Vice President	Bruce Knepper
Vice President	Paul R. Koch
Vice President	Soad Kousheshi
Vice President	Frederick A. Kramer
Vice President	Mark A. Kuss
Vice President	Dave Lamontagne
Vice President	Guy H. Le Patourel
Vice President	Jon Lessard
Vice President	David Martin
Vice President	Dean Mullin
Vice President	Brian Norris
Vice President	Dennis J. O'Brien
Vice President	Simon P. O'Byrne
Vice President	Eric T. Overton

Stantec Consulting Services Inc.

Vice President	Troy Peoples
Vice President	Michael Reagan
Vice President	Alan D. Reynolds
Vice President	Todd Rhoads
Vice President	Ryan Roberts
Vice President	Alfonso Rodriguez
Vice President	Kenneth B. Rogers
Vice President	Eliiya H. Sabbagh
Vice President	Gary Sorge
Vice President	Carl Stegerwald
Vice President	Jeffrey P. Stone
Vice President	Mehmet B. Tin
Vice President	Joseph Uglevich
Vice President	Susan Walter
Senior Principal	Keith Morrow
Principal	Robert R. Cunningham
Senior Associate	Thomas Westerman
Associate & CEO – Surveying	Jerome Means
Manager	Robert J. Sands
Right of Way Officer	Linda Brown
Right of Way Officer	Geraldine V. Webb
Senior Counsel	Jennifer A.I. Addison
Senior Counsel	Jeffrey P. Stone
Corporate Counsel	Cate Bernardo
Corporate Counsel	William A. Butler
Corporate Counsel	William J. Edwards
Corporate Counsel	Christopher O. Heisler
Corporate Counsel	Katharine LaFrance
Corporate Counsel	Christy J. Leonard
Corporate Counsel	Monique Marchioni
Corporate Counsel	Robert Ray
Secretary	Jennifer A.I. Addison
Assistant Secretary	Jeffrey P. Stone
Treasurer	Daniel J. Lefaivre

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:

For possible action to approve award of Contract No. 170126-JH, Professional Services Contract for Form Based Code to Implement Downtown Master Plan - Department of Planning - Award recommended to: LISA WISE CONSULTING, INC. ($249,900 - General Capital Projects Fund) - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $249,900
Funding Source: General Capital Projects Fund
Dept./Division: Planning

PURPOSE/BACKGROUND:

This contract provides for the development of form-based codes for the City of Las Vegas Downtown Master Plan; specifically code for the Medical District, Las Vegas Arts District and Westside District. Lisa Wise Consulting, Inc. worked with the City on the development of the Downtown Master Plan, analyzing code deficiencies and developing a coding method to realize the Downtown Master Plan vision, thus acquiring great insight that lends efficiency to delivering an effective code. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Lisa Wise Consulting, Inc. is located in San Luis Obispo, California.

RECOMMENDATION:

Approve as recommended with signature authority granted to the Purchasing Manager per R-8-2017.

BACKUP DOCUMENTATION:

1. Contract No. 170126-JH
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL SERVICES CONTRACT
FOR FORM BASED CODE TO IMPLEMENT DOWNTOWN MASTER PLAN

THIS CONTRACT is being entered into this _____ day of _____, 2017, 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 Lisa Wise Consulting, Inc., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of California, having its principal office at 983 Osos Street, San Luis Obispo, CA 93401.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-01/20/16]

(a) The subject matter of this Contract is for the development of form-based codes to implement the City of Las Vegas Downtown Master Plan. This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract, see Exhibit A, Scope of work, for additional description of the work to be performed.

(b) The Contract type is fixed fee. This is a Non-Exclusive Contract.

(c) The following documents are hereby incorporated into this Contract:

(i) Exhibit A - Scope of Work
(ii) Exhibit B - Pricing
(iii) Exhibit C – Baseline Schedule
(iv) Attachment 1 - Certificate - Disclosure of Ownership/Principals

A-2 Contract Amount

The Contract Amount shall not exceed Two Hundred Forty-Nine Thousand Nine Hundred Dollars **($249,900).**

A-3 Performance Period [CAO-01/20/16]

(a) The performance period commences from Award Date and continues through the completion of services provided, anticipated to be no later than **June 30, 2018**, unless extended in writing in accordance with Section E-13 "Modification/Amendment".

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

SECTION B – Basic Terms

B-1 Definitions [CAO-01/20/16]

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"Contract"* means this document, consisting of Sections A through E, which is binding and effective only upon execution by the City.

(c) *"Contract Amount"* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

(d) *"Deliverable"* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(e) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

SECTION C – Statement of Work

C-1 Scope of Work

(a) Services will be provided in accordance with the Scope of Work attached as Exhibit A.

C-2 Deliverables

(a) The Company shall provide the following Deliverables in accordance with Scope of Work attached as Exhibit A.

SECTION D – Special Conditions

D-1 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates **Michael Howe** as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates **Lisa Wise** as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-2 Pricing and Payment [CAO-01/20/16]

(a) Payment. Payment to the Company will be made only for the actual Services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-4, "Invoices".

(b) The City will pay the Company in accordance with the pricing set forth in "Exhibit B – Pricing" to this Contract.

(c) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract. All travel expenses are included in the fixed fee pricing provided in Exhibit B – Pricing.

D-3 Pricing Revisions [CAO-01/20/16]

For the term of this Contract, pricing shall remain firm.

D-4 Invoices [CAO-01/20/16]

(a) The Company will submit a detailed invoice to the City upon completion of Deliverables, in accordance with Section C-2, "Deliverables" and Section D-5, "Delivery Schedule". Each invoice shall contain the following information:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item(s) against which charges are made; and,
(iv) performance dates covered by the invoice.

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

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

(b) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-1, "Project Manager/Company Representative", with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the invoice

D-5 Delivery Schedule

(a) Delivery Schedule. The Company shall provide services in accordance with baseline scheduled included in the Baseline Schedule attached as Exhibit C.

D-6 Insurance [CAO-04/08/15]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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

Submit certificates of insurance to:

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

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

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

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

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

(e) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

(f) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(g) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(h) The Company is encouraged to purchase any additional insurance it deems necessary.

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

D-7 Warranty – Services [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

SECTION E – General Conditions

E-1 Legal Notice [CAO-01/08/15]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service,

(ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY:
Attn: Lisa Wise, President
Lisa Wise Consulting, Inc.
983 Osos Street
San Luis Obispo, CA 93401
Phone: 805) 959-1345
Email: lisa@lisawiseconsulting.com

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

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Buyer or the Company Representative, as appropriate.

E-2 Disputes [CAO-08/01/13]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be the Eighth Judicial District Court, Clark County, Nevada.

E-3 Notice of Delay [CAO-01/20/16]

(a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

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

E-4 Termination for Convenience [CAO-5/2/12]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-01/20/16]

(a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in the Purchase Order or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-01/20/16]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

(d) The City retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

(e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-8 Changes – Fixed-Price Goods or Services [CAO-11/30/15]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.
(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-9 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as

possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section D-6, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

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

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

E-16 Patent Indemnity [CAO-7/24/08]

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

E-17 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records

which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

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

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or

indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-29 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

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

E-31 Counterpart Signatures [CAO-9/24/08]

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

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

CITY OF LAS VEGAS

EDWARD O'NEAL Date
Acting Manager, Purchasing and Contracts

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-13-17
Deputy City Attorney Date

LISA WISE CONSULTING, INC.

Lisa A. Wise
March 14, 2017

LISA WISE, AICP, President Date

EXHIBIT A – SCOPE OF WORK

Lisa Wise Consulting, Inc. (Consultant) will provide for following Scope of Work to assist the City of Las Vegas with the development of Form-Based Codes (FBCs) for three targeted Core District growth areas in the Downtown, including:

- Medical District;
- Fremont East District; and
- 18B Las Vegas Arts District.

In addition, a baseline analysis of the Bonanza Road Corridor within the 100 Historic West Side District will be conducted and a preliminary recommendations report prepared.

Form-Based Codes for the remaining Core and Peripheral District growth areas in the Downtown, including possibly the Civic and Business District, Resort and Casino District, 100 Westside Historic District, and the Founders District may be considered as part of a separate scope of work and contract.

Because the UNLV School of Medicine's future home is proposed to be located on nearly 10 acres along Shadow Lane, the Medical District is the City's highest priority to be followed by the Fremont East District, and the 18B Las Vegas Arts District.

This Scope of Work is organized as four tasks:
Task 1 the preparation and presentation of a Public Review Draft for the Medical District Form-Based Code (FBC);
Task 2 the commencement of a FBC for the Fremont East District;
Task 3 the completion of a baseline analysis and recommendations report for the Bonanza Road Corridor within the 100 Historic West Side District; and
Task 4 the preparation of a FBC for the 18B Las Vegas Arts District. In all tasks the Consultant will receive assistance from City staff.
To ensure that City staff are as well-prepared as possible, the Consultant recommends that City staff, elected and appointed officials, and City residents who are interested should participate in on-site training in FBCs through the Form-Based Code Institute. This class could be customized to meet City needs, and advertised to surrounding communities to ensure robust attendance and cost-efficiency.

TASK 1 – MEDICAL DISTRICT FBC

The Medical District is about 400 acres located west of I-15 between West Charleston Boulevard and Alta Drive. The *Vision 2045 Downtown Las Vegas Master Plan* describes the District as a regional healthcare center that is an important driver of the Downtown economy with approximately 19 million square feet of proposed development. To create a unique mixed use, walkable hub the Master Plan focuses on development along major corridors, reinforcing green linkages, as well as bringing in a public transit line (LRT/BRT).
The Consultant will develop a FBC for the Medical District with the assistance of City planning staff so that it can be efficiently applied to other areas of the Downtown Master Plan. In consultation with City staff, the Consultant will prioritize an approach which enables the FBC to be spliced into the existing Zoning Code with the need for minimal amendments. This approach facilitates form-based code standards such as, land use tables, building types, frontage types, and definitions to be universally applied or adapted to other areas of the Downtown.

TASK 1.1: Code Coordination Meeting (Trip 1)

The Consultant will prepare for and attend one Code coordination meeting with City staff to discuss project goals, objectives, scope of work and the planning areas, schedule, budget, FBCI training opportunities, and any areas of concern. The Consultant will discuss problems or issues with current regulations, identify project goals, and review the project scope and timeline. LWC will also prepare and submit a draft Project Management/ Implementation Plan (PMIP) for review and comment by the City as a part of this Task (see deliverables below). The City's input on the draft PMIP early in the project at the Coordination Meeting will help the Consultant better understand and achieve City goals and meet or exceed project expectations. The draft PMIP will include the Scope of Work, roles and responsibilities, schedule, turnaround times for review and finalization of documents, protocol for City comments on deliverables, communication protocol, and invoicing requirements. (Note: Only one Coordination Meeting will be conducted, and it will cover an overview of all Tasks under this Scope of Work and micro-scale documentation and analysis of the Medical District, Fremont East District and 18B Arts District.)

Date: May 2017
Deliverables:

- Agenda for the Code Coordination Meeting and Meeting Summary – one original and one electronic (.pdf and Word) file.
- Draft and Final Project Management/Implementation Plan (PMIP) – one original and one electronic (.pdf and Word) file.

TASK 1.2: Code Diagnosis, Microscale Analysis, and Annotated Outline

The Consultant will conduct an analysis of the existing Zoning Code to determine the best approach to structuring and developing the FBCs. Targeted micro-scale analyses of each District (Medical, Arts, and Fremont East) with assistance from City staff will be conducted to analyze existing conditions and opportunities for and constraints to development. (Note: This Code Diagnosis, Micro-scale Analysis, and Annotated Outline completed in this Task will be cover all three Districts.)

Tasks to be performed at this stage include:

- Analyze the existing Zoning Code (Title 19), *Vision 2045 Downtown Las Vegas Master Plan*, existing plans and visualizations, design guidelines, and other regulatory documents, and summarize key issues and regulatory impediments relevant to creating a regional, healthcare center. (Note: This work will build off the Code Diagnosis completed for the Master Plan. However, the Medical and Fremont East Districts were not included in that analysis.)
- Document the block and lot-level pattern of development ("micro-scale analysis") of three or four pre-identified 'focus areas' in each District to calibrate the FBC to existing conditions. City staff will assistant the Consultant with this analysis by conducting field work and documenting results. The purpose of this work is to adjust development standards to existing urban patterns and lot sizes in the focus areas. (This work to be initiated during the trip in Task 1.1 and completed by early June 2017.)
- Prepare an annotated outline, style sheet, and sample layouts for the Code.

Date: May - June 2017
Deliverables:

- Regulatory Analysis – one original and one electronic (.pdf and Word) file of each document.
- Micro-scale Analysis (to be completed by City staff).
- Annotated Outline, Style Sheet, and Sample Layouts – one original and one electronic (.pdf and Word) file of each document.

TASK 1.3: Administrative Draft FBC

The Consultant will prepare the Administrative Draft FBC for the Medical District (up to four form-based zones). The Code components may include, but are not limited to:

- Applicability and Intent
- Zones
- Development Standards and Building Placement Standards
- Building Standards
- Frontage Standards
- Parking Standards
- Civic Space Standards
- Use Tables and Use Definitions
- Procedures (the Code will rely on existing City procedures where appropriate)
- Regulating Plan

The Code will not include new thoroughfare standards as it is understood the existing street standards already being implemented by the City will be utilized. Similarly, new landscaping, fencing/screening, sign or sidewalk encroachment standards will not be included in the FBC.

Date: June – August 2017
Deliverable:

- Administrative Draft FBC for Medical District – one original and one electronic (.pdf and Word) file.

TASK 1.4: Administrative Draft FBC Review

The Consultant will review the Administrative Draft Code with key City staff in one 2-hour teleconference, provide clarifications as needed, and facilitate staff review. All City staff input will be compiled into a single list of non-conflicting comments.

Date: August 2017
Deliverable: None.

TASK 1.5: Public Review Draft FBC

The Consultant will prepare the Public Review Draft FBC for the Medical District (up to four form-based zones).

Date: September 2017
Deliverable:

- Public Review Draft FBC for Medical District – one original and one electronic (.pdf and Word) file.

TASK 1.6: Public Presentation (Trip 2)

The Consultant will prepare for and conduct a public presentation. The Consultant will present the benefits of a form-based code, major components of the Public Review Draft FBC for the Medical District, and facilitate a public discussion. For public meetings, the City will be responsible for noticing, organizing, securing locations, and providing refreshments, if any. The Consultant will work closely with the City to develop and refine outreach materials and collaborate on scheduling meetings.

Date: October 2017
Deliverables:

- Public Presentation Materials and Summary (.pdf) and a PowerPoint presentation.

City staff will be responsible for presenting the Public Review Draft FBC for the Medical District to the Planning and Zoning Commission and City Council for review, approval and adoption, and for making final edits, if needed, to the Code after adoption.

TASK 2 – FREMONT EAST DISTRICT FBC

The Fremont East District is a neighborhood located east of the Resort and Casino District with Carson Avenue and Fremont Street as principle streets. The *Vision 2045 Downtown Las Vegas Master Plan* describes this District (see Figures 7-21 and 7-22 of the Master Plan for boundaries and proposed FBC area) as gaining popularity with a strong housing supply and additional residents demanding more pedestrian connectivity, family-oriented recreational spaces, and additional convenience-shopping amenities. The preservation of existing housing stock is important as is enabling the development of additional housing such as townhomes, apartments, and transitional housing in areas defined in the Master Plan.

TASK 2.1: Administrative Draft FBC

The Consultant with the assistance of City staff will prepare the Administrative Draft FBC for the Fremont East District (up to four form-based zones).
The Code components may include, but are not limited to:

- Applicability and Intent
- Zones
- Development Standards and Building Placement Standards
- Building Standards
- Frontage Standards
- Parking Standards
- Civic Space Standards
- Use Tables and Use Definitions
- Procedures (the Code will rely on existing City procedures where appropriate)
- Regulating Plan

The Code will not include new thoroughfare standards as it is understood the existing street standards already being implemented by the City will be utilized. Similarly, new landscaping, fencing/screening, sign or sidewalk encroachment standards will not be included in the FBC for the Fremont East District.

Date: November – December 2017
Deliverable:

- Administrative Draft FBC for Fremont East District – one original and one electronic (.pdf and Word) file.

TASK 2.2: Administrative Draft FBC Review

The Consultant will review the Administrative Draft Code with key City staff in one 2-hour teleconference, provide clarifications as needed, and facilitate staff review. All City staff input will be compiled into a single list of non-conflicting comments.

Date: December 2017 – January 2018
Deliverable: None.

TASK 2.3: Public Review Draft FBC

The Consultant will prepare the Public Review Draft FBC for the Fremont East District (up to four form-based zones).

Date: January 2018
Deliverable:

- Public Review Draft FBC for 100 Westside Historic District – one original and one electronic (.pdf and Word) file.

TASK 2.4: Public Presentation (Trip 3)

The Consultant will prepare for and conduct a public presentation. The Consultant will present the benefits of a form-based code, major components of the Public Review Draft FBC for the Fremont East District, and facilitate a public discussion. For public meetings, the City will be responsible for noticing, organizing, securing locations, and providing refreshments, if any. The Consultant will work closely with the City to develop and refine outreach materials and collaborate on scheduling meetings.

Date: February 2018
Deliverables:

- Public Presentation Materials and Summary (.pdf) and a PowerPoint presentation.

City staff will be responsible for presenting the Public Review Draft FBC for the Fremont East District to the Planning and Zoning Commission and City Council for review, approval and adoption, and for making final edits, if needed, to the Code after adoption.

TASK 3 – W. BONANZA ROAD CORRIDOR WITHIN THE 100 WESTSIDE HISTORIC DISTRICT

The 100 Westside Historic District is located northwest of the Downtown Core. The *Vision 2045 Downtown Las Vegas Master Plan* describes the District as playing a pivotal role in the history of Las Vegas as it was the location for the first integrated resort and casino. While the district has a strong identity and a rich African-American culture, it has seen limited economic growth. The Downtown Plan envisions this district as a thriving community through the development of new housing, local businesses, jobs, education and amenities, as well as the development of new flex office space on the east side of M.L.K. Boulevard. West Bonanza Road is major east-west corridor on the south side of this District. The Downtown Plan envisions the amendment of local regulations to promote mixed-use development in the industrial zones along Bonanza Road. This Task anticipates the completion of a baseline survey for a portion of West Bonanza Road, approximately 1.25 miles westwards from Main Street and a recommendations report.

TASK 3.1: Bonanza Road Corridor Analysis (Trip 2)

City staff with the guidance and direction of the Consultant will complete a baseline survey for a portion of West Bonanza Road, approximately 1.25 miles westwards from Main Street. This survey will include, but not be limited to, an analysis of existing development conditions along the corridor to identify constraints to and opportunities for future development, as well as a review of existing regulatory documents, including the *2045 Downtown Las Vegas Master Plan.*

Date: October 2017 as part of Trip 2
Deliverable:

- None (See Task 3.2).

TASK 3.2: Administrative Draft Recommendations Report

The Consultant will prepare an Administrative Draft Recommendations Report for the West Bonanza Road Corridor for staff review. All City staff input will be compiled into a single list of non-conflicting comments.

Date: October – November 2017

Deliverable:

- Administrative Draft Recommendations Report for the West Bonanza Road Corridor – one original and one electronic (.pdf and Word) file.

TASK 3.3: Public Review Draft Recommendations Report

The Consultant will prepare the Public Review Draft Recommendations Report for the West Bonanza Road Corridor.

Date: December 2017

Deliverable:

- Public Review Draft FBC for Recommendations Report for the West Bonanza Road Corridor – one original and one electronic (.pdf and Word) file.

TASK 3.4: Public Presentation (Trip 3)

The Consultant will prepare for and conduct a public presentation to present the major findings and recommendations from the West Bonanza Road Corridor Report. For public meetings, the City will be responsible for noticing, organizing, securing locations, and providing refreshments, if any. The Consultant will work closely with the City to develop and refine outreach materials and collaborate on scheduling meetings.

Date: February 2018

Deliverables:

- Public Presentation Materials and Summary (.pdf) and a PowerPoint presentation.

City staff will be responsible for presenting the conclusions of the West Bonanza Road Corridor Report to the Planning and Zoning Commission and City Council for review, if needed.

TASK 4 - 18B LAS VEGAS ARTS DISTRICT FBC

The *Vision 2045 Downtown Las Vegas Master Plan* describes the 18B Las Vegas Arts District as the creative heart of the City where the local stores, art galleries, and artists in residence are a compelling and memorable element of the Downtown (see Figure 7-10 of the Master Plan for boundaries and proposed FBC area). It is anticipated that new development, especially on the underutilized and raw land along Casino Center Boulevard, 3rd Street, and Main Street could promote walkability, encourage and amplify artist uses in the district, and provide more affordable housing and services. It is also anticipated that development could strengthen existing corridors of creative uses and encourage "makers" within a mixed-use context.

TASK 4.1: Design Workshop (Trip 3)

The Consultant, working with City staff, will prepare for and conduct one two-day design workshop to work collaboratively with community residents, property owners and business owners to refine the vision for the 18B Arts District. The design workshop will include, but not be limited to, an opening presentation on the benefits of a form-based code; an open studio for members of the public to provide input and their ideas on the future of the District; a visual preference survey or similar tool; opportunities for key stakeholders/groups to be interviewed; and a closing presentation that summarizes work completed and conclusions made during the design workshop.
For the design workshop, the City will be responsible for noticing, organizing, securing locations, and providing refreshments, if any. The Consultant will work closely with the City to develop and refine outreach materials and collaborate on scheduling for the design workshop.

Date: March 2018

Deliverables:

- Posters and presentation materials, opening and closing presentations, summary report – one original and one electronic (.pdf and Word) file of each document.

TASK 4.2: Administrative Draft FBC

The Consultant in cooperation with City staff will prepare the Administrative Draft FBC for the 18B Arts District (up to four form-based zones).
The Code components may include, but are not limited to:

- Applicability and Intent
- Zones
- Development Standards and Building Placement Standards
- Building Standards
- Frontage Standards
- Parking Standards
- Civic Space Standards
- Use Tables and Use Definitions
- Procedures (the Code will rely on existing City procedures where appropriate)
- Regulating Plan

The Code will not include new thoroughfare standards as it is understood the existing street standards already being implemented by the City will be utilized. Similarly, new landscaping, fencing/screening, sign or sidewalk encroachment standards will not be included in the FBC for the 18B Arts District.

Date: March – April 2018
Deliverable:

- Administrative Draft FBC for 18B Arts District – one original and one electronic (.pdf and Word) file.

TASK 4.3: Administrative Draft FBC Review

The Consultant will review the Administrative Draft Code with key City staff in one 2-hour teleconference, provide clarifications as needed, and facilitate staff review. All City staff input will be compiled into a single list of non-conflicting comments.

Date: May 2018
Deliverable: None.

TASK 4.4: Public Review Draft FBC

The Consultant will prepare the Public Review Draft FBC for the 18B Arts District (up to four form-based zones).

Date: May – June 2018
Deliverable:

- Public Review Draft FBC for 18B Arts District – one original and one electronic (.pdf and Word) file.

TASK 4.5: Public Presentation (Trip 4)

The Consultant will prepare for and conduct a public presentation. The Consultant will present the benefits of a form-based code, major components of the Public Review Draft FBC for the 18B Arts District, and facilitate a public discussion. For public meetings, the City will be responsible for noticing, organizing, securing locations, and providing refreshments, if any. The Consultant will work closely with the City to develop and refine outreach materials and collaborate on scheduling meetings.

Date: June 2018
Deliverables:

- Public Presentation Materials and Summary (.pdf) and a PowerPoint presentation.

City staff will be responsible for presenting the Public Review Draft FBC for the 18B Arts District to the Planning and Zoning Commission and City Council for review, approval and adoption, and for making final edits, if needed, to the Code after adoption.

EXHIBIT B – PRICING

TASK 1 - Medical District FBC	Principal		Director		Senior Associate		Associate		Total	
	$195.00		$170.00		$150.00		$125.00			
	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee
Task 1.1: Code Coordination Meeting (Trip 1)	16	$3,120	16	$2,720	16	$2,400	16	$2,000	64	$10,240
Task 1.2: Code Diagnosis, Microscale Analysis, & Outline	16	$3,120	24	$4,080	24	$3,600	40	$5,000	104	$15,800
Task 1.3: Administrative Draft FBC	40	$7,800	80	$13,600	80	$12,000	160	$20,000	360	$53,400
Task 1.4: Administrative Draft FBC Review	4	$780	8	$1,360	-	$ -	4	$500	16	$2,640
Task 1.5: Public Review Draft FBC	12	$2,340	20	$3,400	20	$3,000	40	$5,000	92	$13,740
Task 1.6: Public Presentation (Trip 2)	8	$1,560	8	$1,360	4	$600	16	$2,000	36	$5,520
Subtotal	**96**	**$18,720**	**156**	**$26,520**	**144**	**$21,600**	**276**	**$34,500**	**672**	**$101,340**

TASK 2 - Fremont East District FBC	Principal		Director		Senior Associate		Associate		Total	
	$195.00		$170.00		$150.00		$125.00			
	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee
Task 2.1: Administrative Draft FBC	26	$5,070	60	$10,200	40	$6,000	110	$13,750	236	$35,020
Task 2.2: Administrative Draft FBC Review	4	$780	8	$1,360	-	-	4	$500	16	$2,640
Task 2.3: Public Review Draft FBC	12	$2,340	20	$3,400	20	$3,000	40	$5,000	92	$13,740
Task 2.4: Public Presentation (Trip 3)	8	$1,560	8	$1,360	4	$600	16	$2,000	36	$5,520
Subtotal	**50**	**$9,750**	**96**	**$16,320**	**64**	**$9,600**	**170**	**$21,250**	**380**	**$56,920**

TASK 3 - W. Bonanza Road Corridor within the 100 Westside Historic District	Principal $195.00		Director $170.00		Senior Associate $150.00		Associate $125.00		Total	
	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee
Task 3.1: Bonanza Road Corridor Analysis (Trip 2)	2	$390	8	$1,360		$ -	10	$1,250	20	$3,000
Task 3.2: Administrative Draft Recommendations Report	2	$390	4	$680	-	$ -	16	$2,000	22	$3,070
Task 3.3: Public Review Draft Recommendations Report	1	$195	4	$680		$ -	8	$1,000	13	$1,875
Task 3.4: Public Presentation (Trip 3)	4	$780	4	$680		$ -	8	$1,000	16	$2,460
Subtotal	**9**	**$1,755**	**20**	**$3,400**	**-**	**$ -**	**42**	**$5,250**	**71**	**$10,405**

TASK 4 - 18B Las Vegas Arts District FBC	Principal $195.00		Director $170.00		Senior Associate $150.00		Associate $125.00		Total	
	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee	Hrs	Fee
Task 4.1: Design Workshop (Trip 3)	16	$3,120	20	$3,900	8	$1,560	40	$7,800	84	$16,380
Task 4.2: Administrative Draft FBC	30	$5,850	58	$9,860	56	$8,400	110	$13,750	254	$37,860
Task 4.3: Administrative Draft FBC Review	4	$780	8	$1,360	-	$ -	4	$500	16	$2,640
Task 4.4: Public Review Draft FBC	8	$1,560	20	$3,400	20	$3,000	40	$5,000	88	$12,960
Task 4.5: Public Presentation (Trip 4)	8	$1,560	8	$1,360	4	$600	15	$1,875	35	$5,395
Subtotal	**66**	**$12,870**	**114**	**$19,880**	**88**	**$13,560**	**209**	**$28,925**	**477**	**$75,235**

Total All Phases	Hrs	Fee
TASK 1: Medical District	672	$ 101,340
TASK 2: Fremont East District	380	$ 56,920
Task 3: W. Bonanza Road Corridor 100 Westside Historic District	71	$ 10,405
TASK 4: 18B Las Vegas Arts District	477	$ 75,235
Additional Services - Contingency		$ 6,000
TOTAL	**1,600**	**$ 249,900**

EXHIBIT B - ADDITIONAL SERVICES ALLOWANCE

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.

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

The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "B" (Additional Compensation) listed below, or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "B" (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.

Principal	Director	Senior Associate	Associate
$195.00	$170.00	$150.00	$125.00

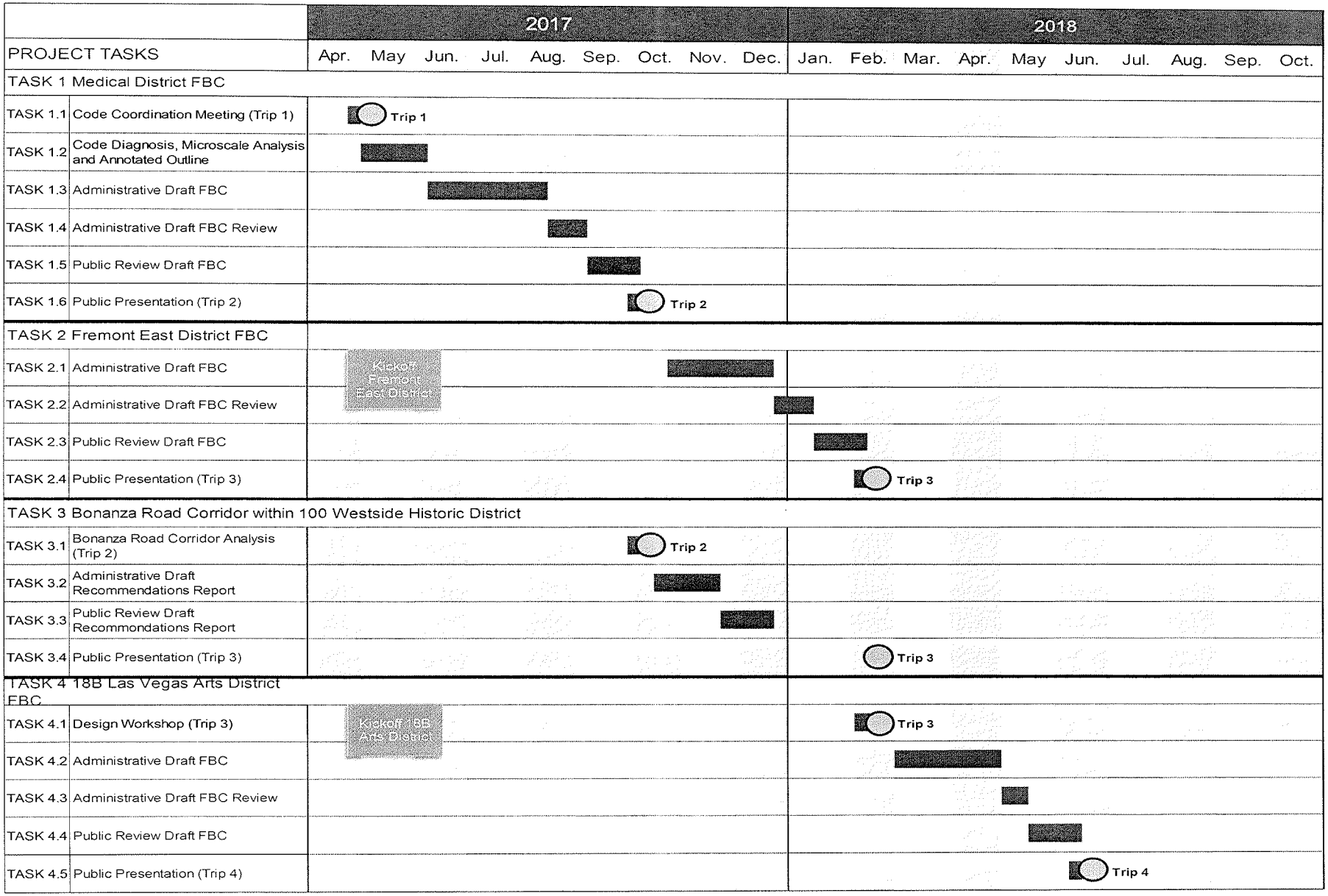
Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$6,000.00	See list below.

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

- Additional Districts - locations
- Additional Public meetings
- Additional Meetings
- Additional Stakeholder Coordination
- Additional Training

EXHIBIT C BASELINE SCHEDULE



*** Baseline schedule may be updated as approved by City.**

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion 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.

4. Incorporation

An updated and notarized 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	
Name: Lisa Wise Consulting, Inc.	
Address: 983 Osos Street	**City / ST / Zip:** San Luis Obispo, CA 93401
Telephone: (805) 595-1345	**EIN or DUNS :** 80-0155045
Block 2: Description / Subject Matter of Contract	
Services for: Professional Service Contract for Form-based Code to Implement the Downtown Master Plan	**Project Number:** 170126

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	Lisa Wise	983 Osos Street, San Luis Obispo, CA	(805) 595-1345
2	Henry Pontarelli	983 Osos Street, San Luis Obispo, CA	(805) 595-1345
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

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.

_____
Signature

March 16, 2017
Date

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 San Francisco

Subscribed and sworn to (or affirmed) before me on this 16 day of March, 20 17 by Henry Pontarelli

Subscribed and sworn to before me this _____ day of _____, 20____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Notary Signature (Signature of Notary)

GSN1 CHERYL MERIL COMMISSION # 2164310 NOTARY PUBLIC • CALIFORNIA SAN FRANCISCO COUNTY MY COMMISSION EXPIRES OCTOBER 3, 2020 GSN1

ATTACHMENT 1 - 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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3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion 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.

4. Incorporation

An updated and notarized 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.

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Name: Lisa Wise Consulting, Inc.	
Address: 983 Osos Street	**City / ST / Zip:** San Luis Obispo, CA 93401
Telephone: (805) 595-1345	**EIN or DUNS :** 80-0155045
Block 2: Description / Subject Matter of Contract	
Services for: Professional Service Contract for Form-based Code to Implement the Downtown Master Plan	**Project Number:** 170126

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
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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: ____

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

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.

_____
Signature

March 16, 2017
Date

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 San Francisco

Subscribed and sworn to (or affirmed) before me on this 16 day of March, 20 17 by Henry Pontarelli

Subscribed and sworn to before me this _____ day of _____, 20____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Notary Signature (Signature of Notary)

GSN1 CHERYL MERIL COMMISSION # 2164310 NOTARY PUBLIC • CALIFORNIA SAN FRANCISCO COUNTY MY COMMISSION EXPIRES OCTOBER 3, 2020 GSN1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:

For possible action to approve the revision to Purchase Order No. 344237 for Contract No. 150001-SK, National Intergovernmental Purchasing Alliance Water Treatment Polymers for the Water Pollution Control Facility - Department of Public Works - Award recommended to: BASF CORPORATION ($1,850,000 - Sanitation Enterprise Fund) - Clark County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,850,000
Funding Source: Sanitation Enterprise Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:

On May 6, 2015 the City Council approved award of Contract No. 150001-SK for the provision of water treatment polymers in the amount of $650,000 annually. This revision increases PO 344237 by $1,850,000 to equal the not-to-exceed contract amount of $2,500,000 annually. This contract was awarded as the result of a competitive Bid. BASF Corporation is located in New Jersey.

RECOMMENDATION:

Approve as recommended with signature authority granted to the Purchasing Manager per R-8-2017.

BACKUP DOCUMENTATION:

Contract No. 150001-SK

CONTRACT FOR NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
WATER TREATMENT POLYMERS

THIS CONTRACT is being entered into this 14th day of May, 2015, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and BASF Corporation, (a corporation organized and existing under the laws of the State of New Jersey), (hereinafter the "Company") having its principal office located at 100 Park Ave. Florham Park, NJ 07932.

SECTION A – Subject of Contract

The subject matter of this Contract is the sale and delivery of Water Treatment Polymers.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

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

B-3 Contract Term.

The initial performance period shall be from the Award Date through and including May 31, 2016. The prices reflected on Form C - Pricing Schedule shall remain firm throughout the term of the Contract.

A. The City may, at its sole option, extend performance period for up to four (4) one-year periods beyond May 31, 2016. The City shall provide written notice to the Supplier of such extension, and the Supplier may not assume an automatic renewal. Exercise of a one-year option does not commit the City to exercise further options.

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

B-4 Award Amount

The City of Las Vegas award amount for this Contract is not to exceed $2,500,000.00 annually.

B-5 Prices/Costs

(a) **SOUTHERN NEVADA PRICING**

		BULK		TAY BAGS		
Polymer	Product	Bulk	[1]Minimum Quantity Delivered (lbs)	Tay Bags ($/lb)	Quantity per Tay Bag (lb)	[1]Minimum Quantity per shipment
Cationic Inverse Emulsion	Zetag 8818	$1.05	40,000			
Anionic Dry Powder	Zetag 4145			$1.54	2,000	1

Cationic Inverse Emulsion:
(1) 5% discount for polymer volumes > 500,000 lbs/year
(2) 10% discount for City of Las Vegas for securing National IPA contract having significant potential with numerous Municipalities as noted.
Anionic Dry Powder:
(1) 5% discount for City of Las Vegas for securing National IPA contract.

(b) **NATIONAL IPA MASTER AGREEMENT PRICING**

		TAY BAGS			TOTE			BULK	
Polymer	Brand	Tay Bags ($/lb)	Quantity per Tay Bag (lb)	[1]Minimum Quantity per shipment	Totes ($/lb)	Quantity per Tote (lb)	[1]Minimum Quantity per shipment	Bulk	[1]Minimum Quantity Delivered (lbs)
Cationic Inverse Emulsion	Zetag				$1.36	2,200	16 totes	$1.24	45,000
Cationic Powders	Zetag	$2.18	2,000	16 pallets					
Cationic Beads	Zetag	$2.57	2,000	16 pallets					
Anionic Inverse Emulsion	Magnafloc				$1.27	2,200	16 totes	$1.17	45,000
Anionic Powder	Zetag	$1.62	2,000	16 pallets					

**Notes*
1 For shipment quantities less than minimum, add 15%
2 All Pricing Delivered. For deliveries west of the Mississippi River, add $0.05/lb freight charge
3 For annual contract quantities per location > 500,000 lbs, apply a 5% discount from base price. Adders if applicable apply
4 Due to the high variation in Public Agency specifications, the above program costs are representative and could be further discounted upon evaluation.

B-6 Invoices [CAO-5/2/12]

(a) The Company shall submit an invoice to the City upon delivery of product ordered. All invoices should identify the following items:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item against which charges are made; and
(iv) performance dates covered.

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

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

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative)

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the services to accomplish the sale and delivery of water treatment polymers..

C-2 Deliverables

The Company shall provide the following deliverables:

(a) Water Treatment Polymers;
(b) Monthly Reports as required by National IPA Sections 10-12 of the Administration Agreement;

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
City Hall, Third Floor
495 South Main Street
Las Vegas, Nevada 89101-2986
Fax: 702-384-9964

FOR THE COMPANY: BASF Corporation
100 Park Ave.
Florham Park, New Jersey 07932
Fax: (973) 307-2316

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

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Laura Guiliano as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Joanne Kuchinski as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-5/2/12]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-08.01.13]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the

claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be the Eighth Judicial District Court, Clark County Nevada.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

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

E-3 Termination for Convenience [CAO-5/2/12]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-5/2/12]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

  (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

  (ii) Make progress, so as to endanger performance of this Contract; or

  (iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (I) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe

weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-08.01.13]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Offeror's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Offeror's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the

certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

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

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

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

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

E-6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

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

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

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-08.01.13]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company

as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may use or publish information specific to this solicitation to the extent stated in National IPA Exhibit A, section 1.2 Marketing and Administrative Support. The Company may not publish or sell any other information outside this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

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E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Goods

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

  (i) Description of Goods to be performed.
  (ii) Time of delivery.
  (iii) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

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

E-23 Non-Discrimination and Fair Employment Practices [07/31/13]

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

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

CITY OF LAS VEGAS

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

BASF Corporation

Joanne Kuchinski 4/22/15
Name, Title Date
Market Development Mgr

APPROVED BY LEGAL DEPT.

ATTEST:

Luann D Holmes 5/18/15
LUANN D. HOLMES, MMC Date
Acting City Clerk

APPROVED AS TO FORM:

Robert S. Warren 4-1-15
Deputy City Attorney Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

Exhibit A- REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Las Vegas (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Water Treatment. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will have the same structure as identified in the pricing schedule provided in the BASF response to the RFP.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. Master Agreement pricing may change based on an agency's chemical compatibility (meeting customer's specifications) and needs based on the pricing structure provided in BASF's RFP response on the page entitled "2014 National IPA Master Agreement Offering". Supplier's consent is necessary to determine the best chemical compatibility option.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, email, presentations)

B. Website support

C. Trade shows/conferences/meetings

D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 5 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

F. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

G. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

H. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;

I. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted to applicable Public Agencies, including any existing customers if Supplier so determines, and Supplier will transition such existing customers upon Supplier's determination, and upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing

through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. However, due to the multiple variables involved when determining pricing, price comparison between customers can be different.

2.3 Sales Commitment

Supplier commits to market the Master Agreement in this defined sector and that its sales force will be trained, engaged and committed to offering in appropriate circumstances the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement aggregate sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

B. Total number and location of sales persons employed by your company.

C. Number and location of support centers (if applicable).

D. Annual sales for the three previous fiscal years.

E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications within first 10 days

ii. Announcement, contract details and contact information published on the company website within first 30 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

viii. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts that supplier determines to transition to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

   i. Master Agreement was competitively solicited by a Principal Procurement Agency

   ii. No cost to participate

   iii. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement

   ii. Working knowledge of the solicitation process

   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

G. Provide contact information for the person(s), who will be responsible for:

   i. Marketing

   ii. Sales

   iii. Sales Support

   iv. Financial Reporting

   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of

marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year that Supplier may want to include in the National IPA program. Provide a list of Public Agency customers that Supplier may want to include in the National IPA program, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

Exhibit B - NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the City of Las Vegas (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that enter into (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Notwithstanding anything to the contrary, Supplier shall not be required to enter into a service agreement with any Public Agency unless Supplier desires to do so, approval not be unreasonably withheld. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. For those Public Agencies that Supplier determines to be appropriate Public Agencies to use the Master Agreement, upon request, Supplier shall make available to such interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of _2_% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and those Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference. For the avoidance of doubt, if Supplier has already entered into an agreement with a Participating Public Agency separate from the Master Agreement, Supplier's sales shall not count as "Contract Sales" unless agreed to in writing by Supplier.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Quarterly Administrative Fee payments shall be provided by Supplier to National IPA by the 10th day of the month following the applicable quarter. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of two (2) years from the date National IPA receives **such** monthly report (herein "Audit"). National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such Audit, Supplier shall provide all materials reasonably requested relating to such Audit by National IPA at Suppliers headquarters in Florham Park, New Jersey. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, and reimbursement of National IPA's costs and expenses related to such Audit. In the event such Audit reveals an over reporting of Contract Sales and resulting overpayment of administrative fees, Supplier shall reduce the next payment to National IPA in the amount of such overpayment, provided that if Supplier has no payment obligations for National IPA for six (6) consecutive months, any such remaining overpayments shall be made to Supplier in a check to Supplier.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
725 Cool Springs Blvd
Suite 100
Franklin, TN 37067

B. Supplier

BASF Corporation
100 Park Avenue
Florham Park, NJ 07932

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

21. Supplier and National IPA shall keep confidential any information in any form, tangible or intangible, supplied in writing, orally or by observation, and identified as "confidential," which may be disclosed to the other party. Both parties agree that monthly aggregate sales will be reported to the Principal Procurement Agency.

Authorized Signature, Supplier

Joanne Kuchinski
Signature

Joanne Kuchinski
Name

Municipal Market Mgr
Title

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

Signature

Ward H. Brown
Name

Chief Operating Officer
Title

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:

For possible action to approve rejecting the low bidder as non-responsive, and award to the lowest responsive and responsible bidder Bid No. 16.49876-JH Brent Lane Drainage System and Trail, located on Brent Lane between Durango Drive and Floyd Lamb Park, and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: MEADOW VALLEY CONTRACTORS, INC. DBA ACC SOUTHWEST ($4,397,113.30 - Road & Flood Capital Project Fund and Parks & Leisure Capital Project Fund) - Ward 6 (Ross)

Fiscal Impact

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

Amount: $4,397,113.30
Funding Source: Road & Flood CPF, Parks & Leisure CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project provides for the construction of a RCB storm drain and open channel conveyance facility and collection system including drop inlets, manholes, laterals, and other necessary appurtenances. The project also provides for the construction of earthen berms and a trail along the conveyance facility alignment and connecting into the existing trail system with Floyd Lamb Park, including landscaping, fencing and trail furnishings. Meadow Valley Contractors, Inc. dba ACC Southwest is located in Las Vegas, Nevada.

RECOMMENDATION:

Approve as recommended with signature authority granted to the Purchasing Manager per R-8-2017 and the construction contingency reserve in the amount of $439,712.

BACKUP DOCUMENTATION:

1. Bid Abstract
2. Agenda Memo

CITY OF Las Vegas

BID ABSTRACT

16.49876-JH Brent Lane Drainage System And Trail

Bid Date: December 20, 2016

				Las Vegas Paving Corporation		Meadow Valley Contractors, Inc. DBA ACC Southwest		CG&B Enterprises, Inc.	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
107.01	PUBLIC OUTREACH PROGRAM	LS	1	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAY	30	$500.00	$15,000.00	$500.00	$15,000.00	$500.00	$15,000.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAY	30	$50.00	$1,500.00	$500.00	$15,000.00	$1,000.00	$30,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$165,000.00	$165,000.00	$165,000.00	$165,000.00	$165,000.00	$165,000.00
202.01	REMOVE BITUMINOUS PAVEMENT	SY	3700	$12.00	$44,400.00	$22.00	$81,400.00	$8.78	$32,486.00
202.02	REMOVE DROP INLET	EA	1	$2,000.00	$2,000.00	$2,600.00	$2,600.00	$1,771.00	$1,771.00
202.03	REMOVE STORM DRAIN PIPE	LF	105	$51.00	$5,355.00	$32.00	$3,360.00	$73.20	$7,686.00
202.04	REMOVE CONCRETE CROSS GUTTER	SF	375	$5.00	$1,875.00	$5.00	$1,875.00	$4.90	$1,837.50
202.05	REMOVE CONCRETE CUT-OFF WALL	LF	85	$42.00	$3,570.00	$30.00	$2,550.00	$67.00	$5,695.00
202.06	REMOVE AND RESET POST AND CABLE FENCE	LF	350	$6.00	$2,100.00	$6.00	$2,100.00	$195.00	$68,250.00
202.07	REMOVE AND RESET RIPRAP	SY	2540	$13.00	$33,020.00	$4.00	$10,160.00	$10.00	$25,400.00
202.08	REMOVE WROUGHT IRON FENCE AND BLOCK POSTS	LF	110	$22.00	$2,420.00	$24.00	$2,640.00	$12.00	$1,320.00
202.09	REMOVE GATE	EA	1	$320.00	$320.00	$336.00	$336.00	$610.00	$610.00
202.10	REMOVE AND RESET SWING GATE	EA	1	$1,200.00	$1,200.00	$1,230.00	$1,230.00	$2,318.00	$2,318.00
202.11	REMOVE AND RESET SIGN	EA	15	$250.00	$3,750.00	$211.00	$3,165.00	$244.00	$3,660.00
202.12	REMOVE AND SALVAGE SIGN	EA	1	$40.00	$40.00	$68.00	$68.00	$91.50	$91.50
202.13	REMOVE POST AND CABLE FENCE	LF	25	$14.00	$350.00	$15.00	$375.00	$37.00	$925.00
202.14	REMOVE TELEPHONE CONDUIT	LF	125	$6.00	$750.00	$12.00	$1,500.00	$27.00	$3,375.00
203.01	DRAINAGE SURFACE GRADING	CY	18000	$3.60	$64,800.00	$4.50	$81,000.00	$17.90	$322,200.00
212.01	10-FOOT DECOMPOSED GRANITE TRAIL	SF	32300	$1.70	$54,910.00	$2.10	$67,830.00	$1.50	$48,450.00
214.01	NATIVE PLANT	EA	228	$43.00	$9,804.00	$45.00	$10,260.00	$48.80	$11,126.40
214.02	NATIVE REVEGETATION	SF	27729	$3.00	$83,187.00	$1.50	$41,593.50	$1.65	$45,752.85

CITY OF Las Vegas

BID ABSTRACT

16.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				Las Vegas Paving Corporation		Meadow Valley Contractors, Inc. DBA ACC Southwest		CG&B Enterprises, Inc.	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
214.03	COLOR RESTORATION	SF	21644	$0.25	$5,411.00	$0.20	$4,328.80	$0.25	$5,411.00
302.01	TYPE II AGGREGATE BASE	CY	715	$55.00	$39,325.00	$55.00	$39,325.00	$42.50	$30,387.50
402.01	PLANTMIX BITUMINOUS SURFACE (5-INCH)	SY	3950	$22.00	$86,900.00	$39.50	$156,025.00	$33.90	$133,905.00
402.02	PLANTMIX BITUMINOUS SURFACE (2-INCH)	SY	160	$62.00	$9,920.00	$68.50	$10,960.00	$34.10	$5,456.00
502.01	12-FOOT X 6-FOOT REINFORCED CONCRETE BOX	LF	1690	$920.00	$1,554,800.00	$965.00	$1,630,850.00	$1,013.00	$1,711,970.00
502.02	20-FOOT X 7-FOOT REINFORCED CONCRETE BOX	LF	140	$2,000.00	$280,000.00	$2,100.00	$294,000.00	$1,682.00	$235,480.00
502.03	TRAPEZOIDAL CONCRETE CHANNEL (12-FOOT WIDE X 7-FOOT DEEP)	LF	930	$530.00	$492,900.00	$615.00	$571,950.00	$653.00	$607,290.00
502.04	CONCRETE CHANNEL TRANSITION "SD" 23+20 TO "SD" 23+50	LS	1	$77,000.00	$77,000.00	$64,000.00	$64,000.00	$75,876.00	$75,876.00
502.05	CONCRETE CHANNEL TRANSITION "SD" 13+67 TO "SD" 13+97	LS	1	$63,000.00	$63,000.00	$90,000.00	$90,000.00	$54,568.00	$54,568.00
502.06	CONCRETE HEADWALL (20-FOOT X 7-FOOT RCB)	EA	1	$39,500.00	$39,500.00	$47,000.00	$47,000.00	$19,045.00	$19,045.00
502.07	CONCRETE PAD AND CUT-OFF WALL STRUCTURE "SD" 12+02 TO "SD" 12+32	LS	1	$20,500.00	$20,500.00	$36,000.00	$36,000.00	$38,354.00	$38,354.00
502.08	CONCRETE PAD AND CUT-OFF WALL STRUCTURE "SD" 22+90 TO "SD" 23+50	LS	1	$32,000.00	$32,000.00	$43,000.00	$43,000.00	$44,334.00	$44,334.00
603.01	18-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	310	$135.00	$41,850.00	$112.00	$34,720.00	$97.00	$30,070.00
603.02	18-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	160	$215.00	$34,400.00	$115.00	$18,400.00	$119.00	$19,040.00
603.03	24-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	25	$206.00	$5,150.00	$153.00	$3,825.00	$213.00	$5,325.00
603.04	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	25	$250.00	$6,250.00	$174.00	$4,350.00	$235.00	$5,875.00
603.05	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	79	$370.00	$29,230.00	$158.00	$12,482.00	$251.00	$19,829.00
603.06	36-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	115	$320.00	$36,800.00	$164.00	$18,860.00	$259.00	$29,785.00
603.07	42-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	95	$350.00	$33,250.00	$230.00	$21,850.00	$283.00	$26,885.00
603.08	48-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	50	$425.00	$21,250.00	$233.00	$11,650.00	$290.00	$14,500.00
603.09	PLUG AND ABANDON STORM DRAIN PIPE	LF	500	$15.00	$7,500.00	$12.00	$6,000.00	$17.00	$8,500.00
609.01	48-INCH RCB ACCESS MANHOLE	EA	5	$3,000.00	$15,000.00	$2,000.00	$10,000.00	$2,115.00	$10,575.00

CITY OF Las Vegas

BID ABSTRACT
16.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				Las Vegas Paving Corporation		Meadow Valley Contractors, Inc. DBA ACC Southwest		CG&B Enterprises, Inc.	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
609.02	48-INCH TYPE I STORM DRAIN MANHOLE	EA	2	$6,400.00	$12,800.00	$3,400.00	$6,800.00	$3,591.00	$7,182.00
609.03	60-INCH TYPE III STORM DRAIN MANHOLE	EA	3	$9,200.00	$27,600.00	$6,700.00	$20,100.00	$8,355.00	$25,065.00
609.04	2.5-FOOT X 15-FOOT SPECIAL DROP INLET WITH CONCRETE APRON	EA	2	$18,000.00	$36,000.00	$17,000.00	$34,000.00	$16,786.00	$33,572.00
609.05	NDOT TYPE 2B DROP INLET WITH CONCRETE APRON	EA	4	$6,000.00	$24,000.00	$6,500.00	$26,000.00	$6,438.00	$25,752.00
609.06	20-FOOT TYPE DM2 DROP INLET	EA	3	$23,000.00	$69,000.00	$26,000.00	$78,000.00	$21,839.00	$65,517.00
609.07	5-FOOT TYPE DM2 DROP INLET	EA	1	$9,100.00	$9,100.00	$10,000.00	$10,000.00	$10,115.00	$10,115.00
609.08	17.5-FOOT TYPE CM DROP INLET	EA	1	$20,300.00	$20,300.00	$24,000.00	$24,000.00	$20,003.00	$20,003.00
609.09	TRENCH DRAIN	EA	1	$59,000.00	$59,000.00	$64,000.00	$64,000.00	$52,038.00	$52,038.00
609.10	RCB PLUG	EA	1	$4,800.00	$4,800.00	$2,400.00	$2,400.00	$3,136.00	$3,136.00
609.11	STORM DRAIN PIPE PLUG	EA	1	$900.00	$900.00	$450.00	$450.00	$2,016.00	$2,016.00
610.01	PARTIALLY GROUTED RESET RIPRAP	SY	410	$52.00	$21,320.00	$27.00	$11,070.00	$13.50	$5,535.00
613.01	"L" TYPE CURB AND GUTTER	LF	260	$26.00	$6,760.00	$36.00	$9,360.00	$21.20	$5,512.00
613.02	CONCRETE CROSS GUTTER	SF	375	$14.00	$5,250.00	$11.00	$4,125.00	$19.30	$7,237.50
613.03	MISCELLANEOUS CONCRETE (FLUME/ACCESS RAMP)	SF	1700	$20.00	$34,000.00	$13.00	$22,100.00	$12.65	$21,505.00
613.04	CONCRETE TRAIL (6-INCH) WITH CUT-OFF WALLS	SF	2425	$26.00	$63,050.00	$18.00	$43,650.00	$15.25	$36,981.25
616.01	POST AND CABLE FENCE (2-STRAND)	LF	1845	$17.00	$31,365.00	$18.00	$33,210.00	$21.85	$40,313.25
616.02	EQUESTRIAN ENTRANCE	EA	1	$2,300.00	$2,300.00	$2,500.00	$2,500.00	$7,728.00	$7,728.00
616.03	16-FOOT SWING GATE	EA	4	$5,600.00	$22,400.00	$6,000.00	$24,000.00	$5,180.00	$20,720.00
622.01	CONSTRUCTION SURVEYING	LS	1	$60,000.00	$60,000.00	$48,000.00	$48,000.00	$44,800.00	$44,800.00
623.01	3-INCH PVC CONDUIT WITH TRACER WIRE	LF	875	$45.00	$39,375.00	$49.00	$42,875.00	$47.40	$41,475.00
623.02	NO. 7 PULL BOX	EA	4	$850.00	$3,400.00	$930.00	$3,720.00	$896.00	$3,584.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$120,000.00	$120,000.00	$27,000.00	$27,000.00	$152,988.00	$152,988.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	13	$240.00	$3,120.00	$308.00	$4,004.00	$336.00	$4,368.00

CITY OF Las Vegas

BID ABSTRACT
16.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				Las Vegas Paving Corporation		Meadow Valley Contractors, Inc. DBA ACC Southwest		CG&B Enterprises, Inc.	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
628.01	POLYUREA PAVEMENT MARKING (24-INCH SOLID WHITE)	LF	560	$4.50	$2,520.00	$4.50	$2,520.00	$10.65	$26,838.00
628.02	POLYUREA PAVEMENT MARKING (6-INCH SOLID WHITE)	LF	815	$5.00	$4,075.00	$1.10	$896.50	$5.90	$4,808.50
628.03	POLYUREA PAVEMENT MARKING (TYPE 1 YELLOW CENTERLINE)	LF	1050	$4.50	$4,725.00	$1.50	$1,575.00	$4.50	$4,725.00
628.04	POLYUREA PAVEMENT MARKING (WHITE YIELD LINE)	SF	90	$4.50	$405.00	$6.30	$567.00	$4.00	$360.00
628.05	POLYUREA PAVEMENT MARKING (24-INCH SOLID YELLOW)	LF	50	$4.50	$225.00	$7.00	$350.00	$10.65	$532.50
628.06	POLYUREA PAVEMENT MARKING (VARIES SOLID YELLOW)	SF	620	$4.50	$2,790.00	$5.00	$3,100.00	$5.90	$3,658.00
629.01	VERTICALLY ADJUST WATER VALVE COVER	EA	2	$1,000.00	$2,000.00	$570.00	$1,140.00	$952.00	$1,904.00
629.02	RELOCATE 2-INCH BLOWOFF	LS	1	$6,000.00	$6,000.00	$2,300.00	$2,300.00	$4,802.00	$4,802.00
629.03	8-INCH WATERLINE RELOCATION	LS	1	$59,000.00	$59,000.00	$35,000.00	$35,000.00	$53,190.00	$53,190.00
630.01	VERTICALLY ADJUST SANITARY SEWER MANHOLE	EA	1	$1,000.00	$1,000.00	$2,300.00	$2,300.00	$1,232.00	$1,232.00
630.02	8-INCH SDR 35 PVC SEWER PIPE	LF	102	$170.00	$17,340.00	$110.00	$11,220.00	$67.00	$6,834.00
630.03	60-INCH SANITARY SEWER MANHOLE	EA	2	$8,500.00	$17,000.00	$5,300.00	$10,600.00	$6,935.00	$13,870.00
633.01	REFLECTIVE RAISED PAVEMENT MARKER	EA	20	$5.00	$100.00	$15.00	$300.00	$4.50	$90.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKER	EA	55	$5.00	$275.00	$13.50	$742.50	$4.00	$220.00
637.01	DUST CONTROL	LS	1	$53,000.00	$53,000.00	$29,000.00	$29,000.00	$78,120.00	$78,120.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$3,000.00	$3,000.00	$10,000.00	$10,000.00	$9,150.00	$9,150.00
675.01	PALEONTOLOGICAL MITIGATION	DAY	21	$1,000.00	$21,000.00	$1,000.00	$21,000.00	$1,000.00	$21,000.00
675.02	BURROWING OWL MITIGATION	DAY	30	$1,000.00	$30,000.00	$1,000.00	$30,000.00	$1,000.00	$30,000.00
699.01	REMOVABLE BOLLARD	EA	14	$1,200.00	$16,800.00	$1,100.00	$15,400.00	$850.00	$11,900.00
699.02	BENCH	EA	5	$2,800.00	$14,000.00	$1,200.00	$6,000.00	$2,000.00	$10,000.00
699.03	TRASH RECEPTACLE	EA	1	$2,400.00	$2,400.00	$600.00	$600.00	$1,780.00	$1,780.00

CITY OF Las Vegas

BID ABSTRACT

16.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				Las Vegas Paving Corporation		Meadow Valley Contractors, Inc. DBA ACC Southwest		CG&B Enterprises, Inc.	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
699.04	MONUMENT SIGN	EA	1	$6,500.00	$6,500.00	$11,000.00	$11,000.00	$5,824.00	$5,824.00
699.05	PET WASTE STATION	EA	2	$250.00	$500.00	$280.00	$560.00	$350.00	$700.00
699.06	RAILROAD TIE DIRECTIONAL SIGN	EA	1	$250.00	$250.00	$260.00	$260.00	$224.00	$224.00
699.07	12-FOOT X 12-FOOT SHADE STRUCTURE	EA	1	$21,500.00	$21,500.00	$17,000.00	$17,000.00	$10,707.00	$10,707.00
	TOTAL BASE BID AMOUNT			$4,393,232.00		$4,397,113.30		$4,868,726.75	
	% Greater than Lowest Responsive & Responsible Bidder					0.09%			
	Certificate of Eligibility Submitted			Yes		Yes		Yes	
	Bidder's Preference Received			No		No			
	Responsive Bidder			NO		Yes			
	Responsible Bidder			Yes		Yes			
Engineer's Estimate: $3,678,657.40				NOTE: Bidder deemed non-responsive due to failure to submit required documents with the Bid.					

Award recommended to Meadow Valley Contractors in the amount of $4,397,113.30 by:

Department Director or Designee: _____ Date: 1/5/17

Purchasing & Contracts Representative: _____ Date: 3/15/17

Quality Assurance Administrator: _____ Date: 3/15/17

CITY OF Las Vegas

BID ABSTRACT

6.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				TAB Contractors, Inc.		Tand, Inc.		Contri Construction Company	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
107.01	PUBLIC OUTREACH PROGRAM	LS	1	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00	$3,700.00
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAY	30	$500.00	$15,000.00	$500.00	$15,000.00	$500.00	$15,000.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAY	30	$750.00	$22,500.00	$500.00	$15,000.00	$500.00	$15,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$165,000.00	$165,000.00	$165,000.00	$165,000.00	$165,000.00	$165,000.00
202.01	REMOVE BITUMINOUS PAVEMENT	SY	3700	$15.00	$55,500.00	$17.00	$62,900.00	$10.00	$37,000.00
202.02	REMOVE DROP INLET	EA	1	$2,600.00	$2,600.00	$1,250.00	$1,250.00	$1,219.00	$1,219.00
202.03	REMOVE STORM DRAIN PIPE	LF	105	$23.00	$2,415.00	$45.00	$4,725.00	$74.00	$7,770.00
202.04	REMOVE CONCRETE CROSS GUTTER	SF	375	$3.00	$1,125.00	$4.00	$1,500.00	$7.00	$2,625.00
202.05	REMOVE CONCRETE CUT-OFF WALL	LF	85	$23.00	$1,955.00	$40.00	$3,400.00	$23.00	$1,955.00
202.06	REMOVE AND RESET POST AND CABLE FENCE	LF	350	$33.00	$11,550.00	$6.50	$2,275.00	$27.00	$9,450.00
202.07	REMOVE AND RESET RIPRAP	SY	2540	$14.00	$35,560.00	$20.00	$50,800.00	$32.00	$81,280.00
202.08	REMOVE WROUGHT IRON FENCE AND BLOCK POSTS	LF	110	$33.00	$3,630.00	$30.00	$3,300.00	$46.00	$5,060.00
202.09	REMOVE GATE	EA	1	$645.00	$645.00	$330.00	$330.00	$577.00	$577.00
202.10	REMOVE AND RESET SWING GATE	EA	1	$2,600.00	$2,600.00	$1,250.00	$1,250.00	$1,730.00	$1,730.00
202.11	REMOVE AND RESET SIGN	EA	15	$260.00	$3,900.00	$200.00	$3,000.00	$239.00	$3,585.00
202.12	REMOVE AND SALVAGE SIGN	EA	1	$40.00	$40.00	$65.00	$65.00	$90.00	$90.00
202.13	REMOVE POST AND CABLE FENCE	LF	25	$45.00	$1,125.00	$11.00	$275.00	$12.00	$300.00
202.14	REMOVE TELEPHONE CONDUIT	LF	125	$23.00	$2,875.00	$28.00	$3,500.00	$32.00	$4,000.00
203.01	DRAINAGE SURFACE GRADING	CY	18000	$6.00	$108,000.00	$5.00	$90,000.00	$18.00	$324,000.00
212.01	10-FOOT DECOMPOSED GRANITE TRAIL	SF	32300	$1.60	$51,680.00	$1.50	$48,450.00	$1.00	$32,300.00
214.01	NATIVE PLANT	EA	228	$55.00	$12,540.00	$45.00	$10,260.00	$46.00	$10,488.00
214.02	NATIVE REVEGETATION	SF	27729	$2.00	$55,458.00	$1.50	$41,593.50	$2.00	$55,458.00

CITY OF Las Vegas

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				TAB Contractors, Inc.		Tand, Inc.		Contri Construction Company	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
628.01	POLYUREA PAVEMENT MARKING (24-INCH SOLID WHITE)	LF	560	$5.00	$2,800.00	$21.00	$11,760.00	$11.00	$6,160.00
628.02	POLYUREA PAVEMENT MARKING (6-INCH SOLID WHITE)	LF	815	$5.00	$4,075.00	$6.00	$4,890.00	$2.00	$1,630.00
628.03	POLYUREA PAVEMENT MARKING (TYPE 1 YELLOW CENTERLINE)	LF	1050	$5.00	$5,250.00	$9.00	$9,450.00	$2.00	$2,100.00
628.04	POLYUREA PAVEMENT MARKING (WHITE YIELD LINE)	SF	90	$5.00	$450.00	$11.00	$990.00	$6.00	$540.00
628.05	POLYUREA PAVEMENT MARKING (24-INCH SOLID YELLOW)	LF	50	$5.00	$250.00	$21.00	$1,050.00	$11.00	$550.00
628.06	POLYUREA PAVEMENT MARKING (VARIES SOLID YELLOW)	SF	620	$5.00	$3,100.00	$11.00	$6,820.00	$6.00	$3,720.00
629.01	VERTICALLY ADJUST WATER VALVE COVER	EA	2	$825.00	$1,650.00	$450.00	$900.00	$1,075.00	$2,150.00
629.02	RELOCATE 2-INCH BLOWOFF	LS	1	$4,700.00	$4,700.00	$1,750.00	$1,750.00	$8,840.00	$8,840.00
629.03	8-INCH WATERLINE RELOCATION	LS	1	$53,000.00	$53,000.00	$51,000.00	$51,000.00	$92,157.00	$92,157.00
630.01	VERTICALLY ADJUST SANITARY SEWER MANHOLE	EA	1	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$1,227.00	$1,227.00
630.02	8-INCH SDR 35 PVC SEWER PIPE	LF	102	$200.00	$20,400.00	$95.00	$9,690.00	$84.00	$8,568.00
630.03	60-INCH SANITARY SEWER MANHOLE	EA	2	$11,000.00	$22,000.00	$9,000.00	$18,000.00	$13,605.00	$27,210.00
633.01	REFLECTIVE RAISED PAVEMENT MARKER	EA	20	$5.00	$100.00	$16.00	$320.00	$5.00	$100.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKER	EA	55	$5.00	$275.00	$15.00	$825.00	$4.00	$220.00
637.01	DUST CONTROL	LS	1	$80,000.00	$80,000.00	$35,000.00	$35,000.00	$29,450.00	$29,450.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$1,700.00	$1,700.00	$15,000.00	$15,000.00	$31,363.00	$31,363.00
675.01	PALEONTOLOGICAL MITIGATION	DAY	21	$1,000.00	$21,000.00	$1,000.00	$21,000.00	$1,000.00	$21,000.00
675.02	BURROWING OWL MITIGATION	DAY	30	$1,000.00	$30,000.00	$1,000.00	$30,000.00	$1,000.00	$30,000.00
699.01	REMOVABLE BOLLARD	EA	14	$1,000.00	$14,000.00	$385.00	$5,390.00	$884.00	$12,376.00
699.02	BENCH	EA	5	$2,500.00	$12,500.00	$2,300.00	$11,500.00	$3,500.00	$17,500.00
699.03	TRASH RECEPTACLE	EA	1	$1,400.00	$1,400.00	$1,300.00	$1,300.00	$2,307.00	$2,307.00

CITY OF Las Vegas

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Bid Date: December 20, 2016

				TAB Contractors, Inc.		Tand, Inc.		Contri Construction Company	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
214.03	COLOR RESTORATION	SF	21644	$0.50	$10,822.00	$1.00	$21,644.00	$0.25	$5,411.00
302.01	TYPE II AGGREGATE BASE	CY	715	$36.00	$25,740.00	$39.00	$27,885.00	$85.00	$60,775.00
402.01	PLANTMIX BITUMINOUS SURFACE (5-INCH)	SY	3950	$24.00	$94,800.00	$39.00	$154,050.00	$31.00	$122,450.00
402.02	PLANTMIX BITUMINOUS SURFACE (2-INCH)	SY	160	$62.00	$9,920.00	$60.00	$9,600.00	$39.00	$6,240.00
502.01	12-FOOT X 6-FOOT REINFORCED CONCRETE BOX	LF	1690	$1,063.00	$1,796,470.00	$1,090.00	$1,842,100.00	$1,050.00	$1,774,500.00
502.02	20-FOOT X 7-FOOT REINFORCED CONCRETE BOX	LF	140	$2,200.00	$308,000.00	$2,248.50	$314,790.00	$2,382.00	$333,480.00
502.03	TRAPEZOIDAL CONCRETE CHANNEL (12-FOOT WIDE X 7-FOOT DEEP)	LF	930	$530.00	$492,900.00	$675.00	$627,750.00	$629.00	$584,970.00
502.04	CONCRETE CHANNEL TRANSITION "SD" 23+20 TO "SD" 23+50	LS	1	$77,000.00	$77,000.00	$92,000.00	$92,000.00	$86,673.00	$86,673.00
502.05	CONCRETE CHANNEL TRANSITION "SD" 13+67 TO "SD" 13+97	LS	1	$74,000.00	$74,000.00	$105,000.00	$105,000.00	$88,945.00	$88,945.00
502.06	CONCRETE HEADWALL (20-FOOT X 7-FOOT RCB)	EA	1	$22,000.00	$22,000.00	$60,000.00	$60,000.00	$30,299.00	$30,299.00
502.07	CONCRETE PAD AND CUT-OFF WALL STRUCTURE "SD" 12+02 TO "SD" 12+32	LS	1	$20,000.00	$20,000.00	$94,000.00	$94,000.00	$26,596.00	$26,596.00
502.08	CONCRETE PAD AND CUT-OFF WALL STRUCTURE "SD" 22+90 TO "SD" 23+50	LS	1	$32,000.00	$32,000.00	$36,000.00	$36,000.00	$40,017.00	$40,017.00
603.01	18-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	310	$210.00	$65,100.00	$125.00	$38,750.00	$132.00	$40,920.00
603.02	18-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	160	$270.00	$43,200.00	$175.00	$28,000.00	$171.00	$27,360.00
603.03	24-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	25	$260.00	$6,500.00	$295.00	$7,375.00	$202.00	$5,050.00
603.04	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	25	$290.00	$7,250.00	$310.00	$7,750.00	$178.00	$4,450.00
603.05	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	79	$285.00	$22,515.00	$260.00	$20,540.00	$289.00	$22,831.00
603.06	36-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	115	$400.00	$46,000.00	$250.00	$28,750.00	$276.00	$31,740.00
603.07	42-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	95	$320.00	$30,400.00	$295.00	$28,025.00	$261.00	$24,795.00
603.08	48-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	50	$370.00	$18,500.00	$275.00	$13,750.00	$347.00	$17,350.00
603.09	PLUG AND ABANDON STORM DRAIN PIPE	LF	500	$26.00	$13,000.00	$14.00	$7,000.00	$12.00	$6,000.00
609.01	48-INCH RCB ACCESS MANHOLE	EA	5	$10,300.00	$51,500.00	$1,850.00	$9,250.00	$3,617.00	$18,085.00

CITY OF Las Vegas

BID ABSTRACT
6.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				TAB Contractors, Inc.		Tand, Inc.		Contri Construction Company	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
609.02	48-INCH TYPE I STORM DRAIN MANHOLE	EA	2	$5,500.00	$11,000.00	$5,000.00	$10,000.00	$5,795.00	$11,590.00
609.03	60-INCH TYPE III STORM DRAIN MANHOLE	EA	3	$11,400.00	$34,200.00	$6,000.00	$18,000.00	$10,071.00	$30,213.00
609.04	2.5-FOOT X 15-FOOT SPECIAL DROP INLET WITH CONCRETE APRON	EA	2	$26,000.00	$52,000.00	$19,500.00	$39,000.00	$17,991.00	$35,982.00
609.05	NDOT TYPE 2B DROP INLET WITH CONCRETE APRON	EA	4	$14,000.00	$56,000.00	$4,000.00	$16,000.00	$7,079.00	$28,316.00
609.06	20-FOOT TYPE DM2 DROP INLET	EA	3	$38,000.00	$114,000.00	$21,950.00	$65,850.00	$24,352.00	$73,056.00
609.07	5-FOOT TYPE DM2 DROP INLET	EA	1	$12,000.00	$12,000.00	$8,200.00	$8,200.00	$10,803.00	$10,803.00
609.08	17.5-FOOT TYPE CM DROP INLET	EA	1	$37,000.00	$37,000.00	$22,000.00	$22,000.00	$24,638.00	$24,638.00
609.09	TRENCH DRAIN	EA	1	$68,000.00	$68,000.00	$57,000.00	$57,000.00	$77,941.00	$77,941.00
609.10	RCB PLUG	EA	1	$3,800.00	$3,800.00	$2,800.00	$2,800.00	$2,637.00	$2,637.00
609.11	STORM DRAIN PIPE PLUG	EA	1	$800.00	$800.00	$700.00	$700.00	$644.00	$644.00
610.01	PARTIALLY GROUTED RESET RIPRAP	SY	410	$55.00	$22,550.00	$85.00	$34,850.00	$48.00	$19,680.00
613.01	"L" TYPE CURB AND GUTTER	LF	260	$22.00	$5,720.00	$32.00	$8,320.00	$33.00	$8,580.00
613.02	CONCRETE CROSS GUTTER	SF	375	$13.00	$4,875.00	$13.00	$4,875.00	$22.00	$8,250.00
613.03	MISCELLANEOUS CONCRETE (FLUME/ACCESS RAMP)	SF	1700	$12.00	$20,400.00	$19.00	$32,300.00	$15.00	$25,500.00
613.04	CONCRETE TRAIL (6-INCH) WITH CUT-OFF WALLS	SF	2425	$14.00	$33,950.00	$18.00	$43,650.00	$17.00	$41,225.00
616.01	POST AND CABLE FENCE (2-STRAND)	LF	1845	$35.00	$64,575.00	$18.00	$33,210.00	$26.00	$47,970.00
616.02	EQUESTRIAN ENTRANCE	EA	1	$2,400.00	$2,400.00	$1,750.00	$1,750.00	$1,730.00	$1,730.00
616.03	16-FOOT SWING GATE	EA	4	$6,700.00	$26,800.00	$5,000.00	$20,000.00	$5,126.00	$20,504.00
622.01	CONSTRUCTION SURVEYING	LS	1	$73,000.00	$73,000.00	$55,000.00	$55,000.00	$69,194.00	$69,194.00
623.01	3-INCH PVC CONDUIT WITH TRACER WIRE	LF	875	$55.00	$48,125.00	$46.00	$40,250.00	$51.00	$44,625.00
623.02	NO. 7 PULL BOX	EA	4	$1,200.00	$4,800.00	$880.00	$3,520.00	$957.00	$3,828.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$150,000.00	$150,000.00	$110,000.00	$110,000.00	$110,047.00	$110,047.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	13	$260.00	$3,380.00	$350.00	$4,550.00	$359.00	$4,667.00

CITY OF Las Vegas

BID ABSTRACT
6.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				TAB Contractors, Inc.		Tand, Inc.		Contri Construction Company	
Item #	Description	UOM	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
699.04	MONUMENT SIGN	EA	1	$6,000.00	$6,000.00	$2,750.00	$2,750.00	$7,636.00	$7,636.00
699.05	PET WASTE STATION	EA	2	$1,200.00	$2,400.00	$600.00	$1,200.00	$692.00	$1,384.00
699.06	RAILROAD TIE DIRECTIONAL SIGN	EA	1	$270.00	$270.00	$1,000.00	$1,000.00	$231.00	$231.00
699.07	12-FOOT X 12-FOOT SHADE STRUCTURE	EA	1	$20,000.00	$20,000.00	$23,000.00	$23,000.00	$18,188.00	$18,188.00
			TOTAL BID	$4,984,910.00		$4,998,992.50		$5,164,751.00	
	Certificate of Eligibility Submitted			Yes		Yes		Yes	
	Bidder's Preference Received								

CITY OF Las Vegas

BID ABSTRACT
6.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				Target Construction, Inc.					
Item #	Description	UOM	QTY	Unit Price	Extended Price				
107.01	PUBLIC OUTREACH PROGRAM	LS	1	$3,700.00	$3,700.00				
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAY	30	$500.00	$15,000.00				
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAY	30	$650.00	$19,500.00				
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$165,000.00	$165,000.00				
202.01	REMOVE BITUMINOUS PAVEMENT	SY	3700	$7.75	$28,675.00				
202.02	REMOVE DROP INLET	EA	1	$4,250.00	$4,250.00				
202.03	REMOVE STORM DRAIN PIPE	LF	105	$62.00	$6,510.00				
202.04	REMOVE CONCRETE CROSS GUTTER	SF	375	$15.00	$5,625.00				
202.05	REMOVE CONCRETE CUT-OFF WALL	LF	85	$125.00	$10,625.00				
202.06	REMOVE AND RESET POST AND CABLE FENCE	LF	350	$20.00	$7,000.00				
202.07	REMOVE AND RESET RIPRAP	SY	2540	$33.00	$83,820.00				
202.08	REMOVE WROUGHT IRON FENCE AND BLOCK POSTS	LF	110	$31.00	$3,410.00				
202.09	REMOVE GATE	EA	1	$1,600.00	$1,600.00				
202.10	REMOVE AND RESET SWING GATE	EA	1	$2,200.00	$2,200.00				
202.11	REMOVE AND RESET SIGN	EA	15	$225.00	$3,375.00				
202.12	REMOVE AND SALVAGE SIGN	EA	1	$250.00	$250.00				
202.13	REMOVE POST AND CABLE FENCE	LF	25	$50.00	$1,250.00				
202.14	REMOVE TELEPHONE CONDUIT	LF	125	$25.00	$3,125.00				
203.01	DRAINAGE SURFACE GRADING	CY	18000	$6.50	$117,000.00				
212.01	10-FOOT DECOMPOSED GRANITE TRAIL	SF	32300	$1.60	$51,680.00				
214.01	NATIVE PLANT	EA	228	$50.00	$11,400.00				
214.02	NATIVE REVEGETATION	SF	27729	$1.50	$41,593.50				

CITY OF Las Vegas

BID ABSTRACT
16.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				Target Construction, Inc.					
Item #	Description	UOM	QTY	Unit Price	Extended Price				
214.03	COLOR RESTORATION	SF	21644	$0.30	$6,493.20				
302.01	TYPE II AGGREGATE BASE	CY	715	$45.00	$32,175.00				
402.01	PLANTMIX BITUMINOUS SURFACE (5-INCH)	SY	3950	$25.00	$98,750.00				
402.02	PLANTMIX BITUMINOUS SURFACE (2-INCH)	SY	160	$60.00	$9,600.00				
502.01	12-FOOT X 6-FOOT REINFORCED CONCRETE BOX	LF	1690	$1,275.00	$2,154,750.00				
502.02	20-FOOT X 7-FOOT REINFORCED CONCRETE BOX	LF	140	$2,600.00	$364,000.00				
502.03	TRAPEZOIDAL CONCRETE CHANNEL (12-FOOT WIDE X 7-FOOT DEEP)	LF	930	$950.00	$883,500.00				
502.04	CONCRETE CHANNEL TRANSITION "SD" 23+20 TO "SD" 23+50	LS	1	$67,500.00	$67,500.00				
502.05	CONCRETE CHANNEL TRANSITION "SD" 13+67 TO "SD" 13+97	LS	1	$72,500.00	$72,500.00				
502.06	CONCRETE HEADWALL (20-FOOT X 7-FOOT RCB)	EA	1	$29,000.00	$29,000.00				
502.07	CONCRETE PAD AND CUT-OFF WALL STRUCTURE "SD" 12+02 TO "SD" 12+32	LS	1	$23,000.00	$23,000.00				
502.08	CONCRETE PAD AND CUT-OFF WALL STRUCTURE "SD" 22+90 TO "SD" 23+50	LS	1	$29,000.00	$29,000.00				
603.01	18-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	310	$110.00	$34,100.00				
603.02	18-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	160	$130.00	$20,800.00				
603.03	24-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	25	$190.00	$4,750.00				
603.04	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	25	$215.00	$5,375.00				
603.05	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	79	$215.00	$16,985.00				
603.06	36-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	115	$300.00	$34,500.00				
603.07	42-INCH REINFORCED CONCRETE PIPE (CLASS IV)	LF	95	$375.00	$35,625.00				
603.08	48-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	50	$425.00	$21,250.00				
603.09	PLUG AND ABANDON STORM DRAIN PIPE	LF	500	$20.00	$10,000.00				
609.01	48-INCH RCB ACCESS MANHOLE	EA	5	$2,775.00	$13,875.00				

CITY OF Las Vegas

BID ABSTRACT
16.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				Target Construction, Inc.					
Item #	Description	UOM	QTY	Unit Price	Extended Price				
609.02	48-INCH TYPE I STORM DRAIN MANHOLE	EA	2	$6,750.00	$13,500.00				
609.03	60-INCH TYPE III STORM DRAIN MANHOLE	EA	3	$10,000.00	$30,000.00				
609.04	2.5-FOOT X 15-FOOT SPECIAL DROP INLET WITH CONCRETE APRON	EA	2	$20,000.00	$40,000.00				
609.05	NDOT TYPE 2B DROP INLET WITH CONCRETE APRON	EA	4	$7,200.00	$28,800.00				
609.06	20-FOOT TYPE DM2 DROP INLET	EA	3	$30,000.00	$90,000.00				
609.07	5-FOOT TYPE DM2 DROP INLET	EA	1	$10,000.00	$10,000.00				
609.08	17.5-FOOT TYPE CM DROP INLET	EA	1	$26,000.00	$26,000.00				
609.09	TRENCH DRAIN	EA	1	$55,000.00	$55,000.00				
609.10	RCB PLUG	EA	1	$5,200.00	$5,200.00				
609.11	STORM DRAIN PIPE PLUG	EA	1	$1,000.00	$1,000.00				
610.01	PARTIALLY GROUTED RESET RIPRAP	SY	410	$40.00	$16,400.00				
613.01	"L" TYPE CURB AND GUTTER	LF	260	$25.00	$6,500.00				
613.02	CONCRETE CROSS GUTTER	SF	375	$15.00	$5,625.00				
613.03	MISCELLANEOUS CONCRETE (FLUME/ACCESS RAMP)	SF	1700	$28.00	$47,600.00				
613.04	CONCRETE TRAIL (6-INCH) WITH CUT-OFF WALLS	SF	2425	$10.00	$24,250.00				
616.01	POST AND CABLE FENCE (2-STRAND)	LF	1845	$22.00	$40,590.00				
616.02	EQUESTRIAN ENTRANCE	EA	1	$7,500.00	$7,500.00				
616.03	16-FOOT SWING GATE	EA	4	$5,000.00	$20,000.00				
622.01	CONSTRUCTION SURVEYING	LS	1	$55,000.00	$55,000.00				
623.01	3-INCH PVC CONDUIT WITH TRACER WIRE	LF	875	$8.00	$7,000.00				
623.02	NO. 7 PULL BOX	EA	4	$225.00	$900.00				
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$65,000.00	$65,000.00				
627.01	PERMANENT SIGN (GROUND MOUNTED)	EA	13	$350.00	$4,550.00				

CITY OF Las Vegas

BID ABSTRACT
16.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				Target Construction, Inc.					
Item #	Description	UOM	QTY	Unit Price	Extended Price				
628.01	POLYUREA PAVEMENT MARKING (24-INCH SOLID WHITE)	LF	560	$22.00	$12,320.00				
628.02	POLYUREA PAVEMENT MARKING (6-INCH SOLID WHITE)	LF	815	$5.00	$4,075.00				
628.03	POLYUREA PAVEMENT MARKING (TYPE 1 YELLOW CENTERLINE)	LF	1050	$7.50	$7,875.00				
628.04	POLYUREA PAVEMENT MARKING (WHITE YIELD LINE)	SF	90	$11.00	$990.00				
628.05	POLYUREA PAVEMENT MARKING (24-INCH SOLID YELLOW)	LF	50	$21.00	$1,050.00				
628.06	POLYUREA PAVEMENT MARKING (VARIES SOLID YELLOW)	SF	620	$12.00	$7,440.00				
629.01	VERTICALLY ADJUST WATER VALVE COVER	EA	2	$525.00	$1,050.00				
629.02	RELOCATE 2-INCH BLOWOFF	LS	1	$31,000.00	$31,000.00				
629.03	8-INCH WATERLINE RELOCATION	LS	1	$45,000.00	$45,000.00				
630.01	VERTICALLY ADJUST SANITARY SEWER MANHOLE	EA	1	$785.00	$785.00				
630.02	8-INCH SDR 35 PVC SEWER PIPE	LF	102	$55.00	$5,610.00				
630.03	60-INCH SANITARY SEWER MANHOLE	EA	2	$8,500.00	$17,000.00				
633.01	REFLECTIVE RAISED PAVEMENT MARKER	EA	20	$6.00	$120.00				
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKER	EA	55	$7.00	$385.00				
637.01	DUST CONTROL	LS	1	$12,000.00	$12,000.00				
637.02	NPDES DISCHARGE PERMIT	LS	1	$2,500.00	$2,500.00				
675.01	PALEONTOLOGICAL MITIGATION	DAY	21	$1,000.00	$21,000.00				
675.02	BURROWING OWL MITIGATION	DAY	30	$1,000.00	$30,000.00				
699.01	REMOVABLE BOLLARD	EA	14	$700.00	$9,800.00				
699.02	BENCH	EA	5	$1,200.00	$6,000.00				
699.03	TRASH RECEPTACLE	EA	1	$1,200.00	$1,200.00				

CITY OF Las Vegas

BID ABSTRACT
16.49876-JH Brent Lane Drainage System And Trail
Bid Date: December 20, 2016

				Target Construction, Inc.					
Item #	Description	UOM	QTY	Unit Price	Extended Price				
699.04	MONUMENT SIGN	EA	1	$5,000.00	$5,000.00				
699.05	PET WASTE STATION	EA	2	$500.00	$1,000.00				
699.06	RAILROAD TIE DIRECTIONAL SIGN	EA	1	$1,000.00	$1,000.00				
699.07	12-FOOT X 12-FOOT SHADE STRUCTURE	EA	1	$10,000.00	$10,000.00				
			TOTAL BID	$5,388,731.70					
	Certificate of Eligibility Submitted			Yes					
	Bidder's Preference Received								

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: April 5, 2017
DEPARTMENT: FINANCE
ITEM DESCRIPTION: Bid No. 16.49876-JH Brent Lane Drainage System and Trail

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The low bidder, Las Vegas Paving, is being recommended for rejected of bid as non-responsive. Las Vegas Paving failed to submit Attachment 17 and Attachment 18 with the bid proposal. Therefore, the City is required to reject Las Vegas Paving's bid as non-responsive pursuant to the Federal requirements for this Project.

The aforementioned project (the "Project") Bid No. 16.49876-JH Brent Lane Drainage System and Trail, although administered by the City of Las Vegas (the "City"), was partially funded with Federal Recreational Trails Program funding from the Federal Highway Administration (the "FHWA") as administered by the State of Nevada Division of State Parks. Therefore and in in accordance with the bid documents for the Project, Federal code and regulations are applicable to this bid solicitation. Invitation to Bid ("ITB") Sections 5.06 and 5.07 specified that ITB Attachment 17, Federal Affidavit Required under Section 112(c), and Attachment 18, Federal Certification Required Section 1352, were required to be submitted with the bid proposal. As indicated in the ITB, the failure to submit these forms would result in the rejection of that bid proposal.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Tavern-Limited License THE FREMONT COUNTRY CLUB, LLC dba FREMONT COUNTRY CLUB at 601 Fremont Street, Suite #150 - 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 Tavern-Limited License.

RECOMMENDATION:
Recommend approval, subject to conditions:

BACKUP DOCUMENTATION:
1. Ownership and Conditions
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 5, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Tavern-Limited License THE FREMONT COUNTRY CLUB, LLC dba FREMONT COUNTRY CLUB at 601 Fremont Street, Suite #150

OWNERSHIP:

THE FREMONT COUNTRY CLUB, LLC
Ava Berman, Managing Member
Perlundis, LLC, Managing Member
Elizabeth Lundy, Managing Member
Barry Lundy, Member
Michael Chugg, Managing Member

CONDITIONS:

1. May not be sold or transferred to a third party.

2. May not be transferred to a new location unless the location is with the district to which the license pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

3. No one under the age of 21 allowed on the premises unless in compliance with conditions #4-18.

4. The facility shall not be open on an ongoing basis as a lounge or bar open to the public and will be restricted to a concert venue with tickets, and private event space.

5. No minors shall be allowed in areas where alcoholic beverages are served or consumed, these areas must be designated as lounges and a separation barrier approved by the Director must be maintained and security along the barrier must be maintained during all approved concert events.

6. Minors are only permitted one hour before, or within one hour after the advertised beginning and ending time of the approved event and only in a separated and segregated area that provides seating in tables, booths or theatre style seating where no alcoholic beverages are served or consumed.

7. Any event requested to allow 18 year old patrons must be approved by the Director 30 days prior to advertising such event. Notice to the Director must include the name and license number of the promoter, the performer and an explanation of the type of performance including genre of music and the proposed security for such event.

8. Establishment must have a verifiable method to confirm that only 30% of patrons will be under the age of 21 and that method must be approved by the Director.

9. Patrons under the age of 21 may only be present for a live musical performance, fashion show or comedy show performed on the permanent stage of the facility. Singing along with recorded music using a microphone and public address system commonly known as “karaoke” is not considered a live musical performance.

10. Limited to 3 events each calendar month and none shall be held on the first Friday of any month.

11. No nightclub, dancing, crowd surfing, dangerous behavior or teen dancehall activities allowed and a security plan approved by the director must be in place and inspected prior to each event at the expense of the business. The business is responsible for all inspection fees.

12. All alcoholic drinks must be served in distinctively different containers than those in which non-alcoholic drinks are served;

13. No alcoholic beverages are allowed to be brought in or to leave the designated lounge or bar area, or the premises of the establishment;

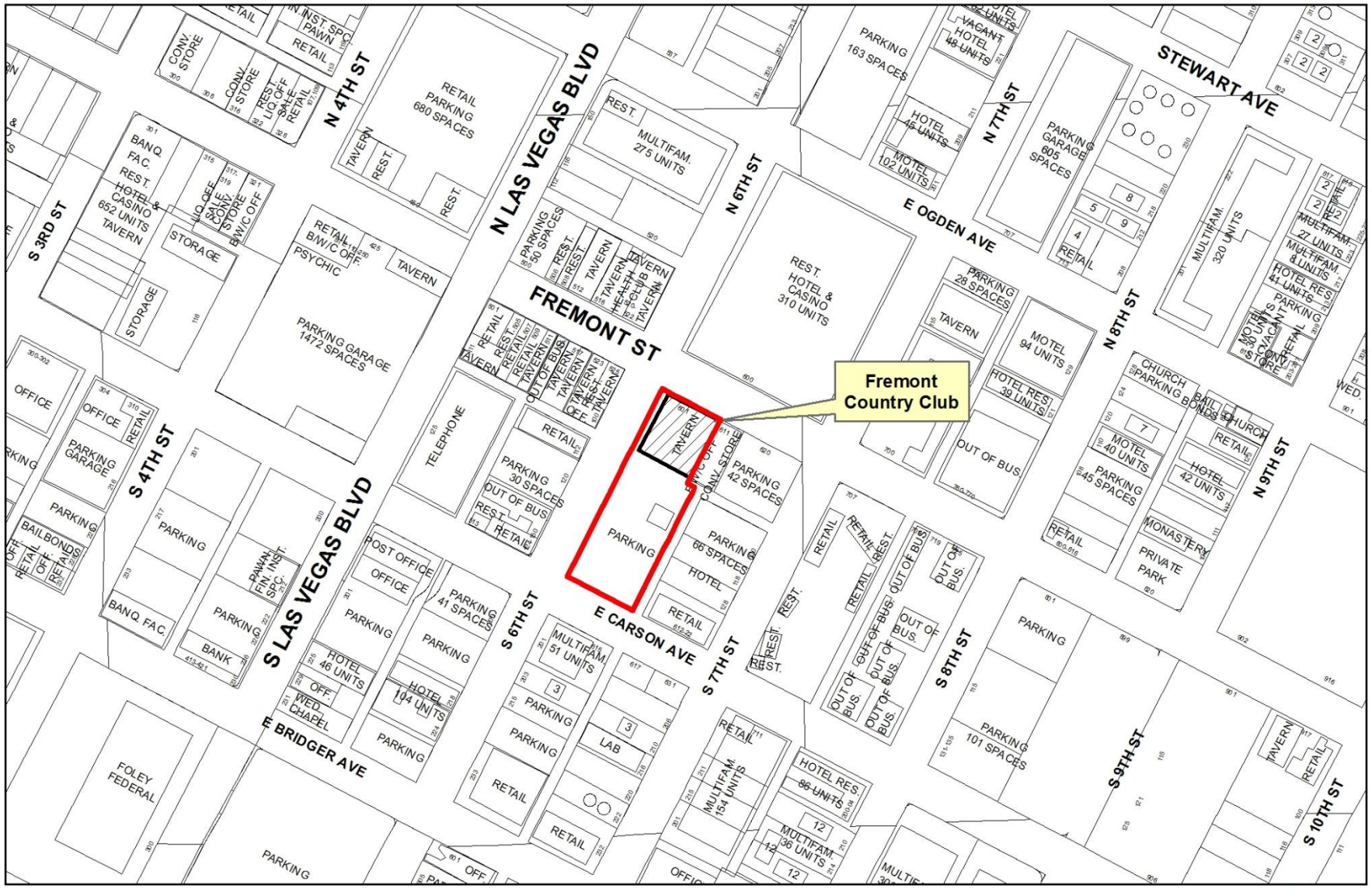
14. Entry must be restricted to ticket holders only and not allow any patron leaving the event to re-enter the facility;

15. Two law enforcement personnel must be present for each event and a security plan approved by the Director 10 days prior to any event. The security plan must include:
    a. Electronic surveillance methods including cameral locations and viewing and retention schedules for video storage;
    b. Bathroom monitoring security procedures;
    c. Identification and segregation plan for patrons under and over age of 21;
    d. Number and stations of law enforcement and licensed security to maintain a safe and secure environment and prevent access to alcohol by minors. Licensed security personnel must not be fewer than one professional security person per 100 tickets or expected patrons, whichever is greater;
    e. Method to prohibit alcohol, dangerous or illegal substances from being admitted to the building;
    f. Signage plan to include the penalty for the purchase or providing of alcohol for minors, the penalty for consumption of alcohol for minors and the penalty for misrepresenting the age of a minor;
    g. Any proposed dress codes and prohibited attire or articles such as backpacks, packages etc.
    h. Hours of the proposed concert and plan to exit all minors onto a parking area for dispersal;

16. All activities shall be conducted entirely within the enclosed structure, except for the following:
    a. The checking of patrons' identification;
    b. Valet parking activities;
    c. The sale of admission ticket for current or future events;
    d. An orderly line of patrons waiting for admission and monitored by security personnel. The establishment shall organize and maintain the patron queue to:
        i. Be not more than two abreast in a line located parallel to and against the structure;
        ii. Maintain adequate pedestrian passage on the sidewalk.

17. The Director may deny any event proposed to be open to patrons 18 years of age and over, if the Director determines the event is:
    a. Marketed primarily to patrons under 21 years of age and alcohol is proposed to be served;
    b. Would constitute teen dance hall activities;
    c. The security plan is determined to be inadequate;
    d. Metro officers are not available to attend an event where minors are proposed to be present;
    e. The proposed event would constitute a public nuisance and adversely impact the enjoyment of surrounding property;
    f. Any promoter engaged by the establishment is not properly licensed under Chapter 6.78, or does not conform to the requirements of that chapter;
    g. The business may appeal any such denial to the next available city council meeting for hearing.

18. The Director or the Sheriff may immediately suspend any approved performance open to the public when such event is in violation of the terms of this license.



Fremont Country Club
601 Fremont Street, Suite #150
Ward 3

Legend

- City Limits
- Subject Property
- Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, March 09, 2017

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Establishment License (Dispensary) for a Change of Ownership FROM: COMMERCE PARK MEDICAL, LLC TO: COMMERCE PARK MEDICAL, LLC dba THRIVE CANNABIS MARKETPLACE at 1112 South Commerce Street - 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 Medical Marijuana Establishment License (Dispensary) for a Change of Ownership.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership and Conditions
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 5, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Establishment License (Dispensary) for a Change of Ownership FROM: COMMERCE PARK MEDICAL, LLC TO: COMMERCE PARK MEDICAL, LLC dba THRIVE CANNABIS MARKETPLACE at 1112 South Commerce Street

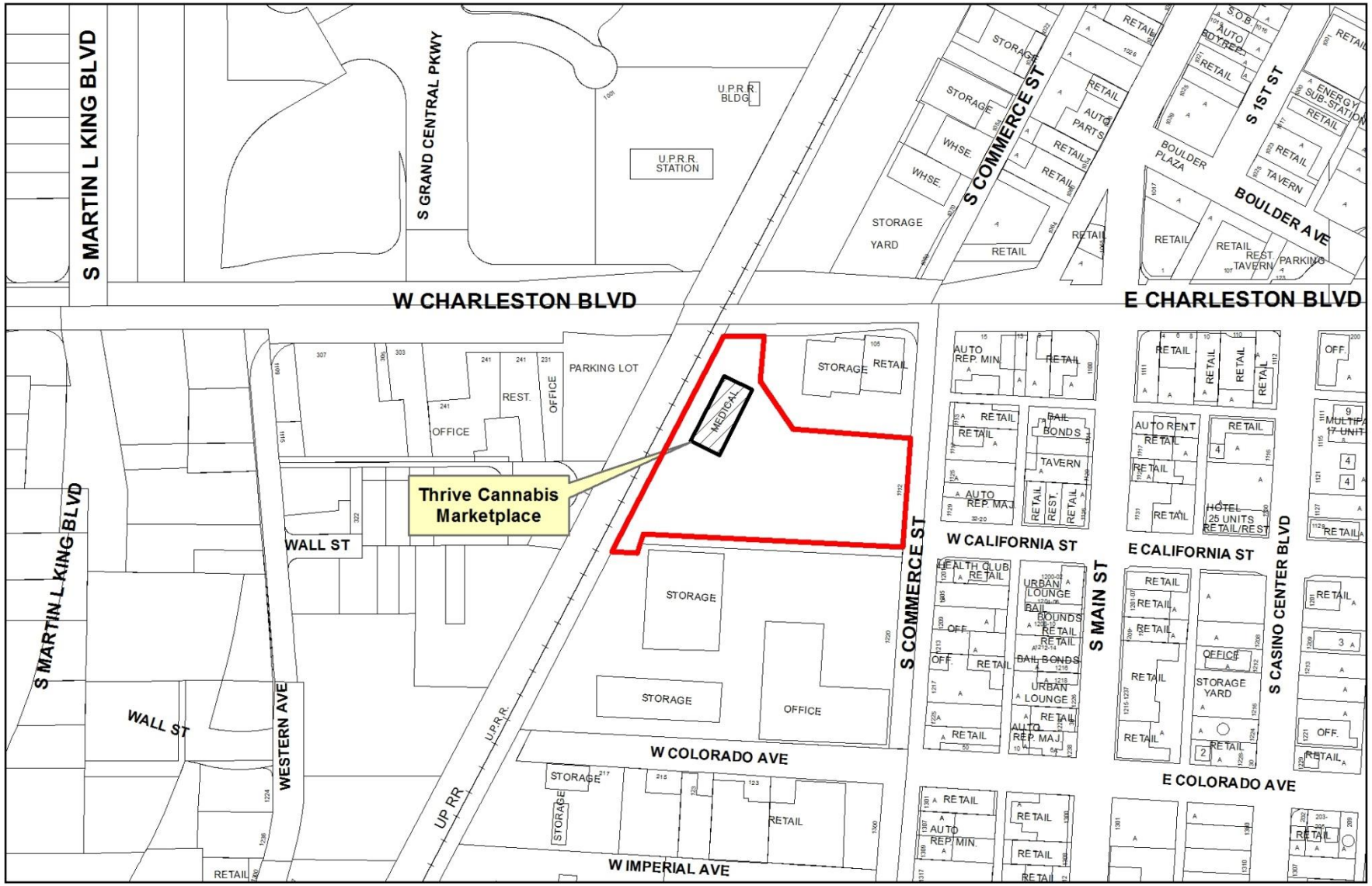
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OWNERSHIP:

COMMERCE PARK MEDICAL, LLC
CPCM Holdings, LLC, Parent Company
Nevada Medical Investment PCP LLC, Class A Member
Peckman Nevada TR, II, Managing Member
Phillip Peckman, Trustee
Edward Findlay, Class A Member
Nicolas Mamula, Class A Member
David Brown, Class A Member
Nexpedition, LLC, Class A Member
Mitch Britten, Managing Member
Hulkie Murray, Class B Member
Nexpedition, LLC, Classs B Member
Micth Britten, Managing Member
Phillip Peckman, Manager
Mitch Britten, Manager

CONDITIONS:

1. All operational plans must remain in compliance with Title 6.95 as approved by the Director on October 21, 2015. Any amendments must be approved by the City prior to implementation. 2. Advertising and product list are limited to plans approved by the Director dated October 21, 2015.
2. All cultivation or production facilities used to obtain medical marijuana must be properly licensed with the City of Las Vegas.
3. Signage approved by the Director must be posted to identify that it is illegal to consume marijuana in any public location or commercial area.
4. Must operate in compliance with Title 6.95, all policies and regulations of the state regulating authority and of the Planning Department.
5. Must maintain conformance with all conditions of approval of the Special Use Permit SUP-55272 and any amendments thereto.
6. Must maintain conformance with all conditions of approval of the Downtown Design Review Committee for SUP-55272 and any amendments thereto.



Thrive Cannabis Marketplace
1112 South Commerce Street
Ward 3

Legend

- City Limits
- Subject Property
- Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, March 09, 2017

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Establishment License (Production) POLARIS WELLNESS CENTER, LLC dba POLARIS MMJ at 5395 Polaris Avenue, Suite #110 - Clark County, 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 Establishment License (Production).

RECOMMENDATION:
Recommend approval, subject to the following conditions:

1. Must operate in compliance with Title 6.95.150 and 6.95.120 (G), all policies and regulations of the state regulating authority and of the Planning Department.
2. This license is only valid with an active license for the same activity, ownership, and location from the primary local licensing jurisdiction.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

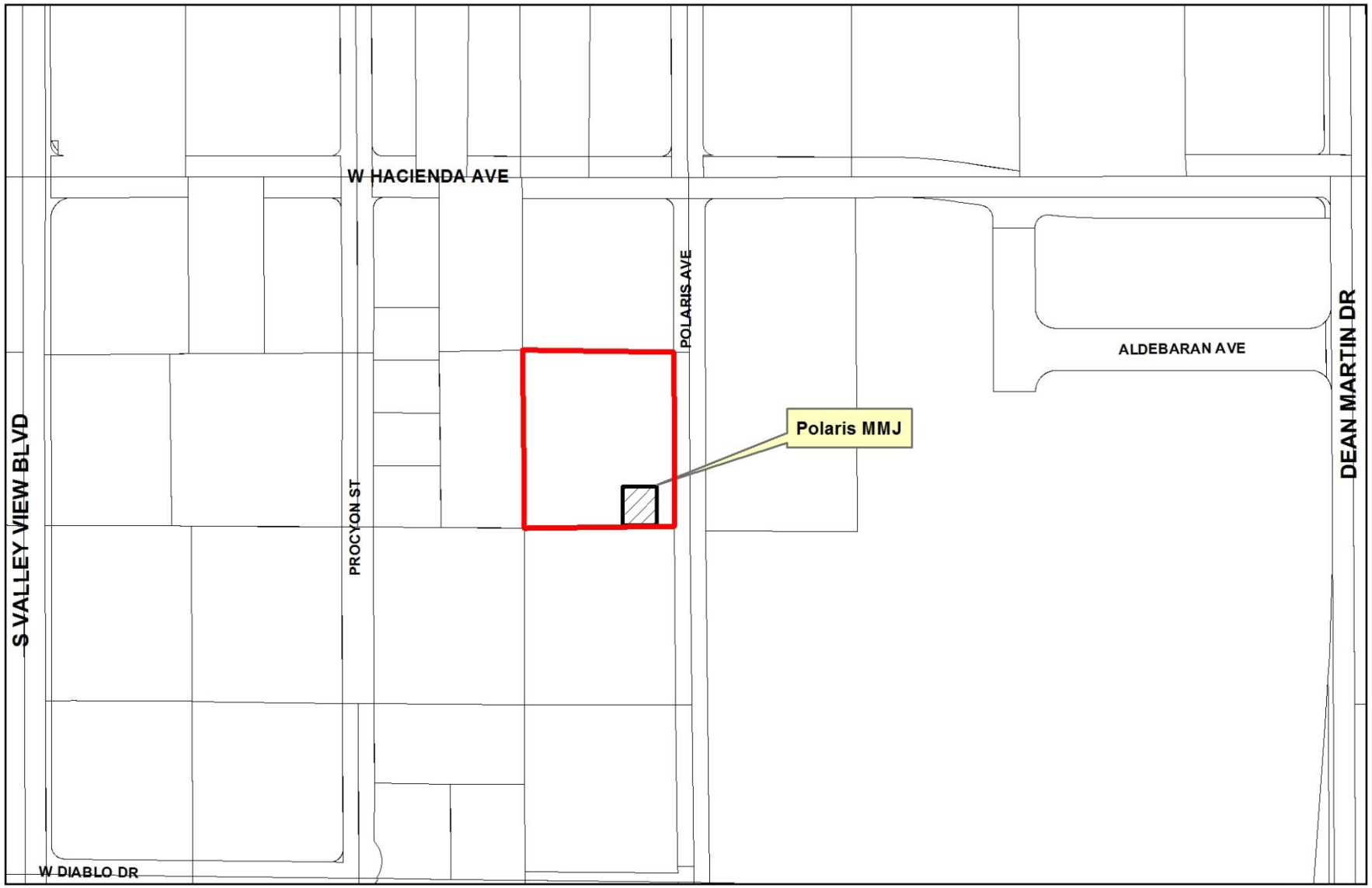
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 5, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Establishment License (Production) POLARIS WELLNESS CENTER, LLC dba POLARIS MMJ at 5395 Polaris Avenue, Suite #110

OWNERSHIP:

POLARIS WELLNESS CENTER, LLC
Peter Ishak, Managing Member
Lee McCue, Member
James Switzer, Managing Member
Robert Johnson, Managing Member
Fredrik Nielsen, Managing Member
Strategic Resourcing Group, LLC, Manager
Lee McCue, Managing Member



Polaris MMJ
5395 Polaris Avenue, Suite #110
Clark County

Legend

- City Limits
- Subject Property
- Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, March 09, 2017

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
Public hearing on local improvement district for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance - FY2018) - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements from July 1, 2017 through June 30, 2018 along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2018)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2017-1 for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2018) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 1, 2017, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (hereinafter the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project. The landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 5, 2017, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 30, 2017, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the

assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and,

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than March 30, 2017, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 1, 2017.

LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
Public hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2018 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for annual funding of the maintenance of the Fremont Street Neighborhood Improvement Project. Assessments for the maintenance district will be suspended from July 1, 2017 through June 30, 2018 due to a surplus of funds acquired through previous assessments. Although no assessments are being levied, NRS requires the maintenance district to be levied each year. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2018 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2017-2 for City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District FY2018 (Las Vegas Boulevard to 8th Street) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 1, 2017, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1516 Creation Ordinance heretofore adopted (the "Creation Ordinance"). The street to be improved by the improvements is:

Fremont Street (BOTH SIDES) from the center line of Las Vegas Boulevard to the center line of 8th Street.

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or Final assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The following methodology will determine the assessments against parcels in the District. The acreage of a parcel in the District will be multiplied by a weighting factor, depending upon the street or streets which the parcel fronts. The categories of streets shall be weighted as follows: a) Fremont Street frontage will be weighted at 1.5; b) side street frontage (Las Vegas Boulevard, Sixth Street, Seventh Street, and Eighth Street) will be weighted at 1.0; and c) back street frontage (Ogden Avenue and Carson Avenue) will be weighted at 0.75. The assessments will equal the weighting factor times the acreage of the parcel, divided by the total weighted acreage in the District, times the total amount assessed for the Project.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 5, 2017, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 30, 2017, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such

assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than March 30, 2017, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 1, 2017.

LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
ADMINISTRATIVE:

Report by Jeremy Aguero, Applied Analysis, on socio-demographics and academic performance within the City of Las Vegas - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Applied Analysis prepares an annual report for the City of Las Vegas on citizen's socio-demographics and academic performance within the City of Las Vegas's schools. The report includes data on poverty, student's socio-demographics, school star ratings, school performance data along with district-wide data and jurisdictional comparisons. The report also includes the Performance Zones which lists the schools assigned to each of the School Associate Superintendents as part of the AB 394 Clark County School District Reorganization.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
ADMINISTRATIVE:

Report by Department of Public Safety staff on the status of the Deputy City Marshals' Unit - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Deputy City Marshals are responsible along with the Las Vegas Metropolitan Police Department for the safety of City staff, City assets and the public that enjoy the use of these assets. The report will provide an update on current staffing and service levels provided by the Deputy City Marshals and other related matters to this unit.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding a Real Property Transfer Agreement (Transfer) and a Real Property Operating Agreement (Operating) between the City of Las Vegas (City) and the Las Vegas Convention and Visitors Authority (LVCVA) for the conveyance by LVCVA to the City for Cashman Center, located at 826 and 850 North Las Vegas Boulevard (APN's 139-27-709-001 and 139-26-301-004) ($209,000 annually - City Facilities Internal Service Fund) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $209,000.00
Funding Source: City Facilities Internal Service Fund
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
The City and LVCVA have negotiated a Transfer Agreement of Cashman Center to the City effective June 1, 2017. LVCVA will operate convention facility until December 31, 2017 when the City will "mothball" the facility. LVCVA will operate stadium via the Operating Agreement through December 31, 2022 or date of earlier termination by lessee. The City will pay LVCVA $209,000 annually for operating systems and services pertaining to the mothballed convention facility. Cellular site revenue will be paid to the City; stadium revenue will be paid to LVCVA.

RECOMMENDATION:
Approval, and Authorization for Mayor or City Manager to sign any and all closing documents related thereto.

BACKUP DOCUMENTATION:
1. Real Property Transfer Agreement
2. Real Property Operating Agreement
3. Site Map

REAL PROPERTY TRANSFER AGREEMENT

THIS REAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2017 ("Effective Date"), by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City"), and the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a local government entity of the State of Nevada ("Authority"). In this Agreement, the parties comprising the City and Authority may be referred to collectively as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, the Parties entered into that certain Transfer Agreement dated May 11, 2016 ('Initial Agreement") whereby the Parties set forth their respective agreements concerning the conveyance by Authority to City of that certain real property and improvements owned by Authority consisting of approximately 50.25 acres of land generally located at or near 850 N. Las Vegas Boulevard, Las Vegas, Nevada, commonly known as the Cashman Center/Field and currently designated as Clark County Assessor's Parcel Nos. 135-26-301-004 and 139-27-709-001, respectively (the "Land") with a legal description of the Land as set forth in the Quitclaim Deed attached to this Agreement as Exhibit A.

WHEREAS, the Authority has leased a portion of the Land to the Summerlin Las Vegas Baseball Club, LLC ('Club") for professional baseball activities until December 31, 2022 or until terminated by the Parties pursuant to the Lease (hereinafter defined);

WHEREAS, the Parties desire to enter into this Agreement whereby the conveyance and transfer of the Real Property (defined below) is accelerated.

WHEREAS, as part of the transfer of the Property, Parties shall enter into the Operating Agreement (defined below) whereby Authority will (i) operate and close down operation of the convention facility on the Property and (ii) operate the baseball stadium on behalf of City pursuant to the Lease.

NOW, THEREFORE, for good and valuable consideration, including the performance of the promises, covenants, agreements, representations and warranties hereinafter set forth, the Parties, intending to be legally and equitably bound, hereby covenant and agree as follows:

1. Definitions; Effect.

1.1 Definitions. Any capitalized terms contained in this Agreement which are not defined in this Agreement shall have the meaning set forth in the Initial Agreement. In addition to terms defined elsewhere in this Agreement, as used in this Agreement the following terms have the meanings ascribed to them herein below:

1.1.1 "Assignment of Lease" means that form of assignment whereby Authority assigns the Lease to City and City assumes the Lease.

1.1.1 "Authority Certificate". A written certificate of Authority certifying that all of Authority's representations and warranties contained herein are true and correct as of the Date of Transfer.

1.1. 2 "Authority Indemnified Parties" includes but is not limited to the Authority, its Directors, Officers and employees.

1.1.3 "Business Day." A day other than a Saturday, Sunday, or legal holiday in the State of Nevada.

1.1.4 "City Certificate". A written certificate of City certifying that all of City's representations and warranties contained herein are true and correct as of the Date of Transfer.

1.1.5 "City Indemnified Parties". City and its council members, employees and agents.

1.1.6 "Contracts." All contracts, agreements, commitments, leases, tenancy agreements, licenses, use and all other occupancy agreements to which Authority is a party in relation to or in connection with the Land, Improvements and Personal Property of which true and complete copies of which have been delivered to City.

1.1.8 "Date of Transfer." June 1, 2017.

1.1.9 Intentionally Deleted.

1.1.10 "Improvements." Any and all buildings, structures, and other improvements (whether surface or subsurface) including fixtures, utility systems, electrical distribution systems, communications systems, lighting, conduits, cables, pipes, pipelines, wiring, and wires, belonging to or otherwise used by Authority which are located on, over or under the Land on the Date of Transfer.

1.1.12 "Lease" means that lease attached hereto as Exhibit E by which Authority has leased the stadium portion of the real Property to the Club for professional baseball activities until December 31, 2022 consisting of the following:

- Lease Agreement dated September 8, 1992 between Authority and Las Vegas Stars Baseball Club, Inc.
- First Addendum to Lease Agreement dated January 13, 1998 between Authority and LV Las Vegas Stars Baseball Club, Inc.
- Second Addendum to Lease dated January 22, 2007 between Authority and Stars Las Vegas, LLC
- Third Addendum to Lease dated April 13, 2004 between Authority and Stars Las Vegas, LLC

- Fourth Addendum to Lease dated September 27, 2005 between Authority and LV Stars Las Vegas, LLC

- Fifth Addendum to Lease dated March 11, 2008 between Authority and Las Vegas 51s, LLC

- Sixth Addendum to Lease dated February 9, 2010 between Authority and Las Vegas 51s, LLC

- Seventh Addendum to Lease dated October 9, 2010 between Authority and Las Vegas 51s, LLC and Summerlin Las Vegas Baseball Club, Ltd.

1.1.13 "Lease Assignment" means that form of assignment and assumption of the Lease as set forth in Exhibit F attached hereto.

1.1.14 "Liabilities." Any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses, penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

1.1.15 "Licenses and Permits." All licenses, permits, land use designations, authorizations, certificates of occupancy, approvals, consents, waivers, variances, and permits issued or granted by any governmental authority to Authority in relation to or in connection with the Land, Improvements and Personal Property.

1.1.16 "Official Records." The official records of Clark County, Nevada (i.e., records filed and recorded in the Office of the Clark County, Nevada Recorder).

1.1.17 "Operating Agreement" means that form of Operating Agreement attached hereto as Exhibit G whereby the Parties agree to the operation of the stadium and convention facility as set forth therein.

1.1.18 "Personal Property." Any and all equipment, furnishings, furniture, goods, appliances, supplies, tools, machinery, and other tangible personal property belonging to or otherwise used by Authority which are located on the Land or Improvements on the Date of Transfer other than any items required for the operation of the Land and/or Improvements.

1.1.19 "Phase 1 Report". The Phase 1 Environmental Report for the Property prepared by Terracon dated April 29, 2016.

1.1.20 "Property." The Land, Improvements, Licenses and Permits, Personal Property, Property Records, and Assumed Contracts (as defined in Section 4).

1.1.21 "Property Records." The originals or copies of all of the following records, if any, in Authority's possession and control, created or generated from at least January 1, 2014 to the Date of Transfer: all plans, site plans, architectural renderings, and specifications,

utility sketches and operating and maintenance manuals with respect to the Land and Improvements; all environmental, engineering, geotechnical, soil and substrata, and other similar reports, studies and surveys with respect to the Land and Improvements; all surveys of the Land and Improvements; all Exceptions (as defined in Section 2); all operating manuals and current insurance policies and certificates of insurance with respect to the Property; all Contracts; and all of Authority's other books, records, documents, files and reports pertaining to the ownership, operation, use, management, maintenance and repair of the Property.

1.1.22 "Real Property." The Land and the Improvements.

1.1.23 "Reversion". The possibility of reverter clause of the Land in favor of City contained in that Quitclaim Deed made on July 20, 1981, and recorded on August 26, 1981, in Book No. 1454, as Instrument No. 1413167 of Clark County records should the Property no longer be operated and maintained under the jurisdiction and control of the Authority for the purposes set forth in the Quitclaim Deed.

1.1.24 "Title Report." That title report of the Property dated March 29, 2016 prepared by Nevada Title Company .

1.2 Effect. The Parties agree that the purpose of this Agreement is to set agreed terms and conditions for the transfer of the Property to City. Nothing in this Agreement is intended in any way to operate as an agreement or an admission as to the meaning of the Reversion or to be in any way used by one Party against the other Party as to the meaning and effect of the Reversion. This Agreement does not modify in any way the Reversion and in the event the transfer of the Property does not occur for any reason, the Reversion shall remain in full force and effect. The Parties further agree that this Agreement does not terminate the Initial Agreement and in the event that the transfer of the Real Property does not occur under this Agreement for any reason and this Agreement is terminated for any reason, then the Initial Agreement shall remain in force and effect. Upon the closing of the transfer of the Property under this Agreement, the Initial Agreement shall automatically terminate and be of no further force and effect.

2. Due Diligence; Title.

2.1 Due Diligence.

2.1.1 City shall have from the Effective Date until 5:00 PM Pacific Time on that date which is thirty (30) days after the Effective Date to inspect the Property ("Investigation Period"). The Authority authorizes City and its respective employees, agents, representatives, architects, engineers, consultants and contractors to access the Property to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as City deems necessary ("Due Diligence Investigations"). City will have the right to enter upon and conduct Due Diligence Investigations at any time upon seven (7) days advance notice. City shall conduct Due Diligence Investigations in accordance with standards customarily employed in the industry and in compliance with all applicable governmental laws, rules, and regulations. Following City's Due Diligence Investigations on the Site, City, at its sole cost and expense, promptly will restore the Site to

substantially the same condition as existed as of the date of the Effective Date, normal wear and tear and normal weather related conditions excepted. If City undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, and City will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to their original condition as of the date of the soil disturbance. The Authority agrees that City representatives shall have the right to conduct a final "walk-through" full inspection of the Property within five (5) days of the Date of Transfer. The Authority agrees to assist and cooperate in connection with the final walk-through inspection.

2.1.2 The Parties agree that the only contracts that will be assumed by the City will be the Lease and the cellular site agreements ("Cell Contracts") set forth in Schedule 1. The City shall not assume any other agreement. The Cell Contracts will be assigned to and assumed by the City effective as of December 31, 2017 and the Parties will prorate any amounts payable thereunder as of December 31, 2017. Authority agrees to cooperate and assist the City in notifying the appropriate parties under the Cell Contracts as to the transfer of the Cell Contracts.

2.1.3 In the event the City's investigations reveal a material negative change in the condition of the Property between the effective date of the Initial Agreement and the date of the end of the Investigation Period, City shall have the option to terminate this Agreement prior to the expiration of the Investigation Period by written notice to Escrow Agent and Authority. As used herein, the phrase "material negative change in the condition of the Property" means any of the following:

1. Any material negative environmental conditions on the Property not disclosed by the Phase 1 Report.
2. Any conditions of the Improvements not disclosed as of the Effective Date which require repairs or replacements individually $500,000 or more.
3. Any changes in the title of the Property from the Title Report which have a material negative impact on the Property.

Any notice of termination pursuant to this Section 2.1.3 shall include a description of those conditions that City has determined constitute a material negative change in the condition of the Property.

2.1.4 If City provides no notice of termination to Authority and Escrow Agent by expiration of the Investigation Period, it shall be deemed that City has accepted all aspects of the Property. Upon acceptance of the Property, the Parties shall proceed to closing the transfer of the Property on the Date of Transfer.

2.2 Title. Within seven (7) business days after the Effective Date, Authority shall deliver to City a commitment from Title Company to insure title with an standard coverage ALTA owner's title policy (the "Title Policy") insuring the City's title to the Property in an amount to be determined by City, but such amount shall not exceed the most current appraisal obtained by the Authority, subject only to the standard exceptions and exclusions from coverage contained in such policy, the requirements set out in the title policy and the Permitted Encumbrances (the "Commitment") for the Property, with copies of all title exceptions. Within

seven business (7) days after receipt of the Commitment, City shall provide Authority with a list of all title objections and exceptions disclosed in the Commitment which City determines constitute material negative changes to the title of the Property from those matters set forth in the Title Report; all other title exceptions shown on the Commitment and not identified as unacceptable by City, are herein referred to as the "Permitted Encumbrances." Authority shall have five business (5) days following receipt of the Commitment to notify City of Authority's unwillingness or inability to deliver title subject only to the Permitted Encumbrances. Failure by Authority to notify City of Authority's inability or unwillingness to deliver title subject only to the Permitted Encumbrances within such five (5) business day period shall constitute Authority's agreement to deliver title at Closing subject only to the Permitted Encumbrances. City shall have the right to request that Title Company issue American Land Title Association Extended Coverage Title Insurance ("ALTA Extended Coverage") as part of the Title Policy. City may obtain an ALTA/ACSM Survey in connection with such ALTA Extended Coverage policy at City's cost and expense, and if City objects to any matters shown on said survey or any amendments to the Commitment as a result of such survey, such objections shall be treated as additional Commitment objections subject to the procedures set forth above.

3. **Normal Operations; Operating Agreement**.

3.1.1 Until the Date of Transfer, Authority shall continue to repair and maintain the Property in substantially the same manner as in the past and will make and perform the same level of repair and capital maintenance as currently conducted by Authority. Until the Date of Transfer, Authority shall not materially modify or alter the Land or Improvements without express written approval of City. Authority agrees to maintain the same level of maintenance until the Date of Transfer and as provided in the Operating Agreement.

3.1.2 The Parties shall enter into the Operating Agreement as of the Date of Transfer to set forth the certain obligations of the Authority (i) to operate and close operation of the convention center pursuant to the Operating Agreement, (ii) to operate the baseball stadium under the Lease and (iii) other operations relating to the Property and the Parties respective obligations in connection therewith.

4. **Assumed Contracts**. After the Effective Date, Authority shall not, without the prior written consent of City, enter into or execute any Contracts relating to the Property that would be binding on City or the Property after the Date of Transfer. City hereby agrees to and shall assume the Contracts agreed to be assumed by City during the Investigation Period, if any, ("Assumed Contracts"). Authority shall terminate any and all Contracts that are not Assumed Contracts, except for those Contracts which Authority will continue pursuant to the Operating Agreement, the Lease and the Cell Contracts thru December 31, 2017. All costs, liabilities and expenses associated with the Authority's termination of Contracts that are not Assumed Contracts shall be the sole obligation and responsibility of Authority and shall be borne solely by Authority.

5. **Insurance**. Until 11:59 p.m. of the Date of Transfer, Authority shall maintain substantially the same liability, casualty, and all other insurance on the Property as in effect on the Effective Date. All liability, casualty and other insurance will be maintained by the Parties after the Date of Transfer pursuant to the Operating Agreement.

6. **Authority's Removal of Personal Property**. Notwithstanding anything to the contrary in this Agreement, prior to the Date of Transfer, Authority shall have the right to remove from the Land and Improvements any items of Personal Property, and retain such items for itself as the owner thereof. In removing any such items of Personal Property, Authority shall not be obligated to restore or repair any damage occasioned by such removal. Any such Personal Property remaining after the termination of the Operating Agreement, shall be owned by the City.

7. **Damage or Destruction**. Risk of loss to the Property due to fire, flood, or any other casualty ("Casualty") before the Date of Transfer will remain with Authority. If before the Date of Transfer, the Property or any portion thereof is Materially Damaged, Authority shall promptly provide written notice thereof to City and City may terminate this Agreement by written notice to Authority sent within ten (10) days after City learns of the damage, and neither Party will have any further obligation to the other under this Agreement. If the Date of Transfer is scheduled to fall within the said ten (10) day period, then the Date of Transfer shall be extended to the next Business Day following the end of the ten (10) day period. If no such election is made by City, this Agreement will remain in full force and effect and Authority shall assign to City any insurance proceeds that may be paid with respect to such Casualty, with Authority receiving reimbursement from City for any deductible under the relevant insurance policy. As used in this Agreement, the term "Materially Damaged" means a Casualty with respect to which (1) the cost of repair exceeds $500,000.00 as estimated by an independent general contractor designated by Authority and approved by City, or (2) is not fully covered by Authority's insurance policies.

In the event that, before the Date of Transfer, the Property or any portion thereof is damaged by Casualty, but not Materially Damaged, Authority shall promptly provide written notice thereof to City, and the transactions contemplated under this Agreement shall proceed in accordance with the terms of this Agreement, provided that Authority shall assign to City any insurance proceeds except for the reimbursement of any deductible related thereto.

8. **Transfer Mechanics; Deliveries on Date of Transfer; Prorations, Etc**.

8.1 Escrow; Conditions to Transfer.

8.1.1 City and Authority will open an escrow account ("Escrow") with Nevada Title Company, or other escrow and title company selected by City ("Escrow Agent") within three (3) business days of the Effective Date. This Agreement constitutes the joint escrow instructions of City and Authority, and a fully executed copy of the Agreement shall be delivered to Escrow Agent. City and Authority shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 8.1.1 in writing delivered to City and to Authority after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

8.1.2 The following conditions must be satisfied not later than the Date of Transfer and, as such, are conditions precedent to City's obligation to close the Transfer which are solely for the benefit of City and which shall be fulfilled or waived prior to the Close of Escrow:

(a) Authority's representations, warranties and covenants set forth in this Agreement shall be true and correct as of the Date of Transfer.

(b) Escrow Agent is prepared to issue the Title Policy as required herein.

(c) Authority shall have delivered the items described in Section 8.2.1.

8.1.3 The following conditions must be satisfied not later than the Date of Transfer and, as such, are conditions precedent to Authority's obligation to close the Transfer which are solely for the benefit of Authority and which shall be fulfilled or waived prior to the Close of Escrow:

(a) City's representations, warranties and covenants set forth in this Agreement shall be true and correct as of the Date of Transfer.

(b) City shall have delivered the items described in Section 8.3.1.

8.2 Deliveries by Authority.

8.2.1 On the Date of Transfer, Authority shall execute and deliver (or cause to be executed and delivered) all documents and take all other actions reasonably necessary to effectuate the Transfer of the Property to City, including:

(a) Delivery to Escrow a duly executed, acknowledged and recorded Quitclaim Deed, substantially in the form attached to this Agreement as Exhibit A.

(b) Delivery to Escrow a duly executed quitclaim Assignment with respect to the fixtures, substantially in the form attached to this Agreement as Exhibit B and the executed Exhibit F Lease Assignment and Assumption Agreements

(c) Delivery to Escrow of an executed and acknowledged counterpart Operating Agreement.

(d) Intentionally deleted. .

(e) Delivery to Escrow a Transferor's Certificate of Non-Foreign Status, duly executed by Authority.

(f) Delivery to Escrow Agent a duly executed Authority Certificate.

(g) Delivery to Escrow Agent a duly executed quitclaim Assignment and Assumption Agreement with respect to the Improvements, Licenses and Permits, Property Records, and Assumed Contracts ("Quitclaim Assignment and

Assumption Agreement"), substantially in the form attached to this Agreement as Exhibit B.

(h) Delivery to City, to the extent available, any and all original Assumed Contracts and Licenses and Permits.

(i) Delivery to City all keys, codes and combinations for accessing and securing the Property.

8.3 Deliveries by City.

8.3.1 On the Date of Transfer, City shall execute and deliver (or cause to be executed and delivered) all documents and take all other actions reasonably necessary to effectuate the Transfer of the Property by Authority to City under this Agreement, including:

(a) Delivery to Escrow Agent a duly executed Assignment and Assumption Agreement substantially in form attached to this Agreement as Exhibit B the executed Exhibit F Lease Assignment and Assumption Agreements.

(b) Delivery to Escrow of an executed and acknowledged counterpart Operating Agreement and the Lease Assignment.

(c) Delivery to Escrow Agent a duly executed City Certificate

8.4 Escrow Agent Duties. To effectuate the Closing, Escrow Agent shall (i) record the deed in the Official Records of Clark County, Nevada, and deliver copies to City and Authority; (ii) deliver one fully executed original of the Assignment and Assumption Agreement, Lease Assignment and Assumption Agreement and the Operating Agreement to each of the Parties, (iii) deliver the Title Policy to City.

8.5 Effect of Transfer. As of the Date of Transfer, the Parties agree that the operation and management of the Property shall be pursuant to the terms and conditions of the Operating Agreement. Without limiting the foregoing, the Parties agree that City will not be responsible or liable for any matters relating to the Property prior to the Date of Transfer.

8.6 Transfer Costs and Prorations. All fees and costs relating to the recording of the Deed shall be borne by Authority. All costs related to the Title Policy shall be borne by City. The Parties shall each pay one-half (1/2) of the Escrow Agent fees. Any transfer taxes shall be paid by Authority.

8.7 Rent and Other Payments. Except as provided in the Operating Agreement, Rent (including any prepaid rent) and all other payments due to Authority under Assumed Contracts from persons obligated to make payments under such Assumed Contracts ("Obligors") will be apportioned as of the Date of Transfer. Except as provided in the Operating Agreement, all payments to Authority under Assumed Contracts which are attributable to the period of time prior to the Date of Transfer will accrue to Authority and all payments to Authority under Assumed Contracts which are attributable to the period of time after the Date of Transfer shall accrue to City. If the Transfer occurs on a day other than the first day of a calendar month, then

City shall receive a credit at Transfer for the portion of the payment actually received by Authority for the month of Transfer relating to the period of time after the Transfer through the remaining portion of the month. In the event that as of the Transfer an Obligor under an Assumed Contract is in arrears for payments, the Parties agree that unless a payment is designated to be applied to a specific period of time or obligation by such Obligor, any payments received by City from and after the Transfer shall be applied: (i) first, to payments first due for the time period prior to the month which the Transfer occurs; (ii) second, to payment of the payments due for the month in which the Transfer occurs, which amount shall be apportioned between Authority and City as of the Date of Transfer; and (iii) third, to payments first coming due after the Transfer and applicable to the period of time after the Transfer. Any amounts received by City which are to be applied to payments owed to Authority shall be promptly delivered by City to Authority following receipt thereof. Notwithstanding the foregoing, after the Transfer, Authority may commence an action to collect delinquent payments due to Authority under the Assumed Contracts (and City shall reasonably cooperate with respect thereto); *provided, however*, Authority shall not commence an eviction proceeding against any Obligor after the Transfer.

8.8 Other Apportionments. Except as provided in the Operating Agreement, amounts payable or prepaid, under the Assumed Contracts and other Property operation and maintenance expenses and other recurring costs will be apportioned between the Parties as of the Date of Transfer. Except as provided in the Operating Agreement, Authority shall be entitled to a refund or a reimbursement from the City any deposits posted by Authority in connection with the Property so long as City receives credit for such deposits under the Assumed Contracts.

8.9 Security Deposits and Prepaid Items Under Assumed Contracts. Except as provided in the Operating Agreement, Authority shall transfer to City all security deposits and other prepaid items then held by or for Authority under Assumed Contracts.

8.10 Utilities. All utilities for the Property shall remain in the name of the Authority to be managed as set forth in the Operating Agreement.

8.11 Prorations Reconciliation.

8.10.1 If requested by a Party hereto, Authority and City shall cooperate to prepare a preliminary closing statement (the "Closing Statement") prior to the Date of Transfer. All apportionments and prorations provided for in this Section 8, if any, to be made as of the Date of Transfer will be made, on a per diem basis, as of 12:01 a.m. on the Date of Transfer. The preliminary Closing Statement and the apportionments and/or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Date of Transfer, then they will be calculated based on Authority's and City's good faith estimates thereof, subject to reconciliation as provided in the following paragraph.

8.10.2 If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the preliminary Closing Statement, the proration or apportionment will be

adjusted based on the actual figures as soon as feasible, but not later than six (6) months after the Date of Transfer. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

8.10.3 The provisions of this Section 8.10 will survive Closing for a period of six (6) months.

8.12 Each Party to Bear Its Own Attorneys' Fees. Each Party shall pay its own attorneys' fees incurred with respect to the transactions contemplated under this Agreement.

8.13 No Monetary Consideration Between Parties. Except as specifically set forth in this Agreement, no monetary consideration is being paid or exchanged by any Party to the other Party in connection with the transactions contemplated under this Agreement.

8.15 Default and Remedies.

8.15.1 In the event the consummation of the Transfer does not occur by reason of any default by Authority, City as its sole remedies shall be (i) to terminate this Agreement and on such termination Authority shall have no liability or obligation hereunder or (ii) to demand specific performance of Authority's obligations under this Agreement and without any liability whatsoever on the part of Authority for damages. As material consideration to Authority entering into this Agreement with City, City, under any and all circumstances, waives any right to pursue an action for damages.

8.15.2 In the event the consummation of the Transfer does not occur by reason of any default by City, Authority as its sole remedies shall be to terminate this Agreement and on such termination City shall have no liability or obligation hereunder and without any liability whatsoever on the part of City for damages. As material consideration to City entering into this Agreement with Authority, Authority, under any and all circumstances, waives any right to pursue an action for damages.

9. City's Representations and Warranties. In addition to the representations and warranties of City contained elsewhere in this Agreement, City hereby makes the following representations and warranties to Authority, which representations and warranties shall be true, correct and complete as of the Effective Date and as of the Date of Transfer, and the same shall survive the Date of Transfer for a period of two (2) years:

9.1 Organization; Power and Authority. City is a municipal corporation in the State of Nevada, and has full right, power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of City have the full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

9.2 Actions. All action on the part of City required for the execution, delivery and performance by City of this Agreement, the Operating Agreement and each of the documents and agreements to be delivered by City on the Date of Transfer has been duly and effectively given.

10. Authority's Representations and Warranties. In addition to the representations and warranties of Authority contained elsewhere in this Agreement, Authority hereby makes the following representations and warranties to City, which representations and warranties shall be true, correct and complete as of the Effective Date and as of the Date of Transfer, and the same shall survive the Date of Transfer for a period of two (2) years:

10.1 Organization; Power and Authority. Authority is a local governmental entity of the State of Nevada, and has full right, power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Authority have the full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

10.2 Actions. All action on the part of Authority required for the execution, delivery and performance by Authority of this Agreement, the Operating Agreement and each of the documents and agreements to be delivered by Authority on the Date of Transfer has been duly and effectively given.

10.3 Contracts. Neither Authority nor the other contracting parties under an Assumed Contract shall not be in default under any of Assumed Contracts as of the Date of Transfer.

10.4 Lease. In connection with the Lease, the Authority hereby represents and warrants to City as follows:

(a) The Lease remains in full force and effect in all respects.

(b) The copy of the Lease attached to this Agreement represents the entire Lease and all amendments thereto and there are no other written or oral agreements with the Club related to the Lease or the operation of the Stadium.

(c) There are no existing or threatened claims of default or any actual or pending legal action related to the Lease by the Authority or the Club or to the knowledge of the Authority any matters which may result in a claim of default...

The Authority agrees to hold harmless and indemnify City Indemnified Parties from any Liabilities against or incurred by the City Indemnified Parties arising in any way whatsoever the from (i) Liabilities arising from the Authority's breach of this representation and warranty and (ii) any Liabilities arising in any way in connection with the Lease related to the period of ownership of the Stadium prior to the Date of Transfer. This Section 13 shall survive the Date of Transfer and shall not merge into any deed or other instrument of transfer.

11. Brokers. City and Authority each hereby warrants and represents to the other that no brokers, agents, finders' fees or commissions, or other similar fees, are due or arising in connection with the entering into of this Agreement or the consummation of transactions contemplated herein; and the Parties each hereby agree to indemnify and hold the other harmless from and against all liability, loss, cost, damage, or expense (including reasonable attorneys' fees

and costs of litigation) which the other Party shall suffer or incur because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying party, whether or not such claim is meritorious, for any compensation with respect to entering into this Agreement or the consummation of the transactions contemplated herein.

12. "AS-IS" TRANSFER AND ACQUISITION.

SUBJECT ONLY TO THE EXPRESS REPRESENTATIONS AND WARRANTIES OF AUTHORITY SET FORTH IN THIS AGREEMENT, CITY EXPRESSLY ACKNOWLEDGES AND AGREES THAT CITY HAS SUBSTANTIAL EXPERIENCE WITH THE ACQUISITION, OWNERSHIP, OPERATION, AND MANAGEMENT OF PROPERTY, AND IS FULLY CAPABLE OF EVALUATING THE SUITABILITY OF THE PROPERTY FOR CITY'S INTENDED USE THEREOF, AND CITY IS ACQUIRING, OBTAINING AND RECEIVING THE PROPERTY WITH ALL DEFECTS IN AN "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS, WHETHER KNOWN, UNKNOWN, APPARENT, OR LATENT. CITY'S DECISION TO ACQUIRE, OBTAIN AND RECEIVE THE PROPERTY IS NOT BASED ON ANY COVENANT, WARRANTY, PROMISE, AGREEMENT, GUARANTY, OR REPRESENTATION ON THE PART OF AUTHORITY OR ANY OF ITS EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES AS TO THE CONDITION, PHYSICAL OR OTHERWISE, TITLE, REVENUES, INCOME, PROFIT, EXPENSES, OPERATION, ZONING OR OTHER REGULATION, COMPLIANCE WITH LAW, SUITABILITY FOR PARTICULAR PURPOSES, NON-INFRINGEMENT OR ANY OTHER MATTER WHATSOEVER, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF AUTHORITY SET FORTH IN THIS AGREEMENT. CITY EXPRESSLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF AUTHORITY SET FORTH IN THIS AGREEMENT, NEITHER THE AUTHORITY, NOR ANY EMPLOYEE, AGENT OR OTHER REPRESENTATIVE OF AUTHORITY HAS MADE, AND CITY EXPRESSLY AND SPECIFICALLY WAIVES, DISCLAIMS AND RELINQUISHES ALL RIGHTS, PRIVILEGES AND CLAIMS ARISING OUT OF, ANY ALLEGED REPRESENTATIONS, WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY BE DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE AUTHORITY OR ANY OF ITS EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES, AS TO, CONCERNING OR WITH RESPECT TO:

(A) THE VALUE OF ANY OF THE PROPERTY;

(B) THE INCOME OR PROFIT DERIVED OR TO BE DERIVED FROM THE PROPERTY;

(C) THE SUITABILITY OR MERCHANTIBILITY OF ANY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OR BUSINESS;

(D) THE FITNESS OR HABITABILITY OF ANY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE;

(E) THE MANNER OR QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE PROPERTY;

(F) THE NATURE, QUALITY OR CONDITION OF ANY OF THE PROPERTY, INCLUDING SOILS CONDITION, WATER QUALITY, OR ANY GRADING OR OTHER WORK PERFORMED ON OR WITH RESPECT THERETO, AND THE GEOLOGICAL CONDIION THEREOF;

(G) THE COMPLIANCE OF OR BY ANY OF THE PROPERTY OR ITS OPERATION OR COMPLIANCE WITH ANY APPLICABLE LAWS, RULES, ORDINANCES, REGULATIONS OR OTHER REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION THEREOF;

(H) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY OF THE PROPERTY;

(I) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING ANY ENVIRONMENTAL LAWS, AS ANY OF THE FOREGOING MAY BE AMENDED FROM TIME TO TIME AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING FROM TIME TO TIME;

(J) THE PRESENCE, SUSPECTED PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES AT, ON, UNDER, OR ADJACENT TO ANY OF THE PROPERTY;

(K) THE CONTENT, COMPLETENESS OR ACCURACY OF ANY STUDY MATERIALS, PLANS, DRAWINGS, DESCRIPTIONS OR THE LIKE WITH RESPECT TO ANY OF THE PROPERTY;

(L) THE CONSTRUCTION OF IMPROVEMENTS, IF ANY, AND WHETHER THERE EXISTS ANY CONSTRUCTION DEFECTS THEREIN;

(M) THE CONFORMITY OF ANY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS;

(N) DEFICIENCY OF ANY DRAINAGE;

(O) THE FACT THAT ANY OF THE PROPERTY MAY BE LOCATED ON OR NEAR EARTHQUAKE FAULTS OR IN SEISMIC HAZARD ZONES;

(P) THE EXISTENCE OR NON-EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING ANY OF THE PROPERTY; OR

(Q) ANY OTHER MATTER CONCERNING THE NATURE OR CONDITION OF ANY OF THE PROPERTY, PHYSICAL, FUNCTIONAL OR OTHERWISE.

CITY FURTHER ACKNOWLEDGES THAT NEITHER AUTHORITY NOR ANY EMPLOYEE, AGENT OR OTHER REPRESENTATIVE OF AUTHORITY IS LIABLE OR SHALL BE BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY OF THEM. CITY FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TRANSACTION FOR THE CITY'S ACQUISITION, OBTAINING AND RECEIPT OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS", "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS, AND SUBJECT TO ALL APPLICABLE LAWS GOVERNING OR LIMITING THE USE, OWNERSHIP, OR OPERATION OR DEVELOPMENT THEREOF (SUBJECT ONLY TO THE EXPRESS REPRESENTATIONS AND WARRANTIES OF AUTHORITY SET FORTH IN THIS AGREEMENT), AND THAT NEITHER AUTHORITY NOR ANY EMPLOYEE, AGENT OR OTHER REPRESENTATIVE OF AUTHORITY HAS ANY OBLIGATION WHATSOEVER TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS OF ANY KIND WITH RESPECT TO THE PROPERTY.

13. Indemnity Authority hereby agrees to hold harmless and indemnify City Indemnified Parties from any Liabilities against or incurred by the City Indemnified Parties arising in any way whatsoever from the Authority's period of ownership of the Property prior to the Date of Transfer, including without limitation and Liabilities related to the Lease and Contracts not assumed by City. City hereby agrees to hold harmless and indemnify Authority Indemnified Parties from any Liabilities against or incurred by the Authority Indemnified Parties arising in any way from the period of ownership of the Property after the Date of Transfer. This Section 13 shall survive the Date of Transfer and shall not merge into any deed or other instrument of transfer.

14. Miscellaneous

14.1 Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, the prevailing Party shall be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

14.2 Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

City of Las Vegas, Nevada
c/o Economic and Urban Development Department
495 South Main, 6th Floor
Las Vegas, 89101
Fax: (702) 385-3128
Attn: William Arent

And:

City Attorney Office
City Hall, Sixth Floor
495 South Main Street
Las Vegas, NV 89101
Fax: (702) 368-1749
Attn: Teresita Ponticello

If to Authority:

Las Vegas Convention and Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109
Attn: Luke Puschnig, Esq.
Fax: (702) 892-7512

14.3 Governing Law/Venue. The laws of the State of Nevada govern the enforcement, and interpretation of this Agreement. The exclusive venue for any action related to this Agreement will be the federal and state courts sitting in Clark County, Nevada. The Parties irrevocably consent and submit to the jurisdiction of such courts and waive any objection based on venue of forum *non conveniens* with respect to any action instituted in those courts arising under this Agreement or in any way connected or related or incidental to the dealings between them in respect to this Agreement, or any related transactions, in each case whether now existing or later arising, and whether in contract, tort, equity or otherwise, and the Parties agree that any dispute with respect to any of those matters will be heard only in the courts described above.

14.4 Integration; Modification; Waiver. This Agreement, the recitals to this Agreement, exhibits, schedules, and documents exchanged or delivered on the Date of Transfer pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

14.5 Counterpart Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission (including pdf and

jpeg format), each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

14.6 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms "includes," "including," or "include" as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, "includes without limitation, "including, without limitation" and "include without limitation."

14.7 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Las Vegas, Nevada. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Las Vegas, Nevada, on the next Business Day.

14.8 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to effectuate the transactions contemplated in this Agreement.

14.9 Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

14.10 Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties, and their respective successors and permitted assigns.

14.11 Further Acts. In addition to the acts recited in this Agreement to be performed by the Parties, the Parties agree to perform or cause to be performed on or after the Date of Transfer any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement; provided, however, in performing (or causing to be performed) such further acts it is expressly agreed that Authority shall have no obligation or responsibilities to expend any funds.

14.12 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

14.13 Other Parties. The relationship of the Parties hereto is solely that as provided in this Agreement and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

14.14 Discretion. If a Party is given the right to exercise its discretion, then unless otherwise provided herein such discretion may be exercised by such Party in its sole and

absolute discretion, for any reason or no reason, and neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

14.15 No Recording. Neither this Agreement nor any memorandum or notice thereof shall be recorded unless the Parties otherwise mutually agree in writing.

14.16 Confidentiality. The Parties agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other or except as may be required by court order or by law, including the Nevada Open Meeting Laws and Public Records Laws.

14.17 Disclaimer—Preparation of Agreement. This Agreement has been negotiated by the Parties. The Parties agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

IN WITNESS WHEREOF, the City and Authority hereto have executed this Agreement on the day and year first above written.

Signatures on Next Page

CITY OF LAS VEGAS

By: _____
Carolyn Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

_____ 3-21-17
Date

LAS VEGAS CONVENTION AND
VISITORS AUTHORITY

By: _____
Rossi Ralenkotter, President/CEO

SCHEDULE 1
TO
TRANSFER AGREEMENT

LIST ASSUMED CONTRACTS

1. Lease
2. The following cellular leases:
    - Interior Wireless Communications Site Lease dated July 1, 2009 between Authority and Southwestco Wireless LP, d/b/a Verizon Wireless
    - First Extension to Interior Wireless Communications Site Lease dated July 1, 2012 between Authority and Southwestco Wireless LP, d/b/a Verizon Wireless
    - Second Extension to Interior Wireless Communications Site Lease dated July 1, 2015 between Authority and Southwestco Wireless LP, d/b/a Verizon Wireless
    - Equipment Modification of Interior Wireless Communications Site Lease dated August 10, 2016 between Authority and Southwestco Wireless LP, d/b/a Verizon Wireless
    - Exterior Wireless Communications Site Lease dated July 1, 2009 between Authority and New Cingular Wireless PCS, LLC
    - Equipment Modification of Exterior Wireless Communications Site Lease dated May 23, 2011 between Authority and AT&T Mobility, formerly New Cingular Wireless PCS, LLC
    - First Extension to Exterior Wireless Communications Site Lease dated July 1, 2012 between Authority and AT&T Mobility,
    - Second Extension to Exterior Wireless Communications Site Lease dated July 1, 2015 between Authority and AT&T Mobility

EXHIBIT A
TO
TRANSFER AGREEMENT

DEED

APNs: 135-26-301-004 and
139-27-709-001

RPTT: Exempt 02

MAIL TAX STATEMENTS TO AND
WHEN RECORDED MAIL TO:

The City of Las Vegas
495 S. Main Street
Las Vegas, Nevada 89101
Attention:_____

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **LAS VEGAS CONVENTION AND VISITORS AUTHORITY,** a local government entity of the State of Nevada, does hereby remise, release and quitclaim forever to **CITY OF LAS VEGAS**, a municipal corporation in the State of Nevada (having an address of 495 S. Main Street, Las Vegas, Nevada 89101), all right, title, interest and claim whether heretofore, now, or hereafter, in and to the following described parcel of land and improvements and appurtenances thereto:

> All that certain real property situate in the County of Clark, State of Nevada, which is described in that certain Quitclaim Deed recorded in the Official Records of Clark County, Nevada, on August 26, 1981, in Book No. 1454, as Instrument No. 1413167.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Quitclaim Deed this ____ day of _____, 2016.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY,
a local government entity of the State of Nevada

By:_____
Name: Rossi Ralenkotter
Title: President/CEO

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On _____, 2016, before me, _____, a notary public, personally appeared Rossi Ralenkotter, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the law of the State of _____, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

EXHIBIT B
TO
TRANSFER AGREEMENT

QUITCLAIM ASSIGNMENT AND ASSUMPTION AGREEMENT

QUITCLAIM ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS QUITCLAIM ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made this _____ day of _____, 2017 ("Effective Date"), by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a local government entity of the State of Nevada ("Authority"), and the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada.

Authority and City are parties to that certain Real Property Transfer Agreement dated _____, 2017 (the "Agreement"). Capitalized terms utilized in this Assignment, but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and City covenant and agree as follows:

1. **Assignment**. Authority hereby assigns, conveys, transfers, and sets over unto City all of Authority's right, title, and interest in and to (i) the Improvements, (ii) the Licenses and Permits, (iii) the Property Records, (iv) fixtures on the Real Property; and (v) the Assumed Contracts, all without warranty or recourse whatsoever, provided, however, that the assignment of the Cell Contracts shall be effective on December 31, 2017.

2. **Assumption**. City assumes and agrees to pay all sums, and perform, fulfill, and comply with all covenants and obligations, which are to be paid, performed, and complied with by an owner, operator, or manager with respect to and in connection with the Improvements, Licenses and Permits, Property Records, and Assumed Contracts, from and after the Effective Date.

3. **No Warranties Made By Authority.** Except as referenced in the Operating Agreement, without limitation of anything contained in the Agreement, the Improvements, Licenses and Permits, Property Records, and Assumed Contracts are hereby conveyed by Authority and accepted by City WITH ALL DEFECTS IN AN "AS-IS", "WHERE IS" CONDITION AND WITH ALL FAULTS, WHETHER KNOWN, UNKNOWN, APPARENT OR LATENT, AND, EXCEPT AS PROVIDED IN THE AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF AUTHORITY AND CITY EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY CONVEYED HEREUNDER, AND ALL OTHER REPRESENTATIONS AND WARRANTIES WHATSOEVER.

4. **Binding Effect**. This Assignment will inure to the benefit of and will be binding upon the Parties and their respective permitted successors and assigns.

5. **Counterparts**. This Assignment may be executed in counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Authority and City have executed this Assignment as of the Effective Date.

AUTHORITY:

COUNTY OF CLARK
(LAS VEGAS CONVENTION AND VISITORS AUTHORITY),
a local government entity of the State of Nevada

By:_____
Rossi Ralenkotter, President/CEO

CITY:

CITY OF LAS VEGAS,
a municipal corporation in the State of Nevada

By:_____
Carolyn Goodman, Mayor

EXHIBIT C
INTENTIONALLY DELETED

EXHIBIT D
INTENTIONALLY DELETED

EXHIBIT E
TO
TRANSFER AGREEMENT

STADIUM LEASE

Las Vegas Convention and Visitors Authority

Cashman Baseball Lease Agreement

September 8, 1992

LEASE AGREEMENT

This Lease Agreement is made as of this 8th day of September, 1992, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY (hereinafter referred to as "Landlord") and the LAS VEGAS STARS BASEBALL CLUB, INC., a Nevada corporation (hereinafter referred to as "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord is the lawful owner of the CASHMAN FIELD CENTER, including the baseball park and stadium and the necessary appurtenances thereto, including parking lots, scoreboard, and outfield fences, all as set forth and more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, Landlord heretofore on the 14th day of September, 1982, leased the baseball park, stadium, and necessary appurtenances thereto to Tenant and subsequently extended said Lease term through the 31st day of December, 1992; and

WHEREAS, while both Landlord and Tenant have or will fully and faithfully perform all obligations under said Lease, Landlord and Tenant now desire to enter into a new Lease for an extended tenure on terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the rents to be paid and the covenants, conditions and agreements to be performed by the Tenant and the Landlord, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein.

2. Description. Landlord leases to Tenant, subject to the terms and conditions hereof, the baseball park, stadium and necessary appurtenances thereto of the Cashman Field Center, located at 850 Las Vegas Boulevard North, City of Las Vegas, County of Clark, State of Nevada, with the necessary easements and rights related thereto, all as set forth and more particularly described on attached Exhibit "B" and hereinafter referred to as the "Leased Premises."

3. Term. The term of this Lease shall be for a period of two (2) five (5) year terms, the first term commencing on January 1, 1993, and terminating on December 31, 1997. Thereafter, Tenant, upon giving at least ninety (90) days written notice to the Landlord, prior to December 31, 1997, shall have the option to renew this Lease on the same terms and conditions as set forth herein for an additional five (5) year term to terminate on December 31, 2002. Nothing herein contained shall be construed to prevent Landlord or Tenant from terminating this Lease as such right of termination is set forth elsewhere herein.

4. Use of Leased Premises.

(a) Tenant shall at all times have the right to use the Leased Premises sufficient to permit the Tenant's baseball team ("ball club") to play baseball and conduct and compete for two (2) five (5) year periods as a ball club playing under a franchise with the AAA Pacific Coast League. The right, privilege and use hereby

granted shall include the exclusive right of Tenant to use the Leased Premises on those dates required by the ball club to play their regularly scheduled professional baseball league games, (including practice before and after said regularly scheduled games). Tenant's rights shall also include the exclusive right of the ball club to use said Leased Premises on dates (other than dates when used for regularly scheduled games and practice) for exhibition games, for practice, to make up postponed professional baseball league games, extra professional baseball league games on the AAA schedule, and championship baseball league games. Said dates, other than the regularly scheduled professional baseball league games, makeup games, exhibition games and championship baseball league games, must be approved by the Landlord prior to the requested dates and shall not exceed twenty (20) such "extra" baseball playing dates annually. Use of the Leased Premises for more than said twenty baseball playing dates annually is at the sole discretion of the Landlord and will be leased to Tenant at the public rental rate as established from time to time by Landlord.

(b) Tenant shall have the right to use the assigned office, storage space and parking facilities on the Leased Premises as set forth on Exhibit "C" attached hereto for the entire term of the Lease on a year-round basis, with Landlord having no right of use with regard thereto.

/ / / /

(c) Subject to the conditions as set forth herein, Landlord reserves the right to use the Leased Premises (other than Tenant's office, storage space and parking facilities) at any time it is not being used for the activities described in subparagraph (a) above, and the Landlord shall have the right to all revenues from such use by Landlord.

(1) Landlord agrees that any such use shall not in any unreasonable way or manner affect adversely the condition of the playing field at any time during the course of the baseball season, i.e., March 1 through September 30; and Tenant shall have the right to object to any use which Tenant reasonably believes will affect adversely the condition of the playing field during such dates.

(2) Landlord shall not use the Leased Premises, nor allow the Leased Premises to be used by others, on any day the ball club is scheduled to participate in any of the activities set forth above. Any structure, item or thing erected or placed on the playing field (and allowed pursuant to Subsection 4(c) and 4(c)(1) above) shall be removed by Landlord, or caused to be removed by Landlord, before Tenant's required use of said playing field.

(3) In addition to the above, during the course of the baseball season, Landlord shall not have the right to use the field manager's office, trainers' room and ball players' individual lockers without the prior written permission of Tenant. Provided however, the Tenant shall maintain all of the above listed areas while under its control.

(4) At no time during the above referenced baseball season, including any extension of the season as a result of championship games, shall the Landlord hold an event or allow an event to be held on the Leased Premises that is directly related to professional baseball without the express written permission of the Tenant. Tenant shall not unreasonably withhold or delay said permission.

5. Restriction on Use of Premises.

(a) The Tenant shall assure that nothing of any nature is done, or fails to be done, which will unreasonably interfere with the Landlord's use of the Leased Premises, as outlined in and limited by Sections 4(b) and 4(c) above.

(b) The Tenant shall not use or occupy the Leased Premises or do or permit anything to be done thereon in any manner which will make it impossible or cost prohibitive for the Landlord or the Tenant to carry any insurance required pursuant to this Lease Agreement, or which will cause or be likely to cause structural or any other type of damage to the Leased Premises, or which will constitute, a public or private nuisance. Additionally, the Tenant shall not use or occupy, or permit the Leased Premises to be used or occupied in a manner which will violate any present or future law, ordinance or regulation of any governmental authority.

6. Rental.

(a) During the term hereof, Tenant shall pay to Landlord, at the address shown in Section 17, an annual "Base Rent"

of $110,000, as may be adjusted by the terms of this Section. This rental payment shall be the total compensation to be paid each year to the Landlord except that:

(1) The "Base Rent" provided for above shall be subject to an inflation adjustment assessed on the commencement of the sixth year of the term of this agreement ("the adjustment date"). The basis for computing the inflation adjustment in this agreement shall be the ~~San Francisco All-Purpose Urban Index~~ published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the month nearest the date of commencement of the term of this agreement ("Beginning Index"). If the Index published nearest the adjustment date ("Extension Index") has increased over the Beginning Index, the Base Rent for the following year shall be set by multiplying the Base Rent by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. If the Index is changed so that the base year differs from that used as of the month immediately preceding the month in which the term of this agreement commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this agreement, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised.

(2) In order to offset any price increases, imposed by agencies or businesses that tax or otherwise provide the Landlord with water, power and sewer at Cashman Field Center, the Base Rent shall increase each year in an amount negotiated by the parties to offset the Tenant's portion of such price increase(s). The amount of any price increase shall be apportioned pursuant to the formulas set forth in Exhibit "D" attached hereto. The increase(s) to the "Base Rent" shall be imposed in addition to the inflation adjustment outlined above in subsection (a)(1) of this section.

(b) The "Base Rent" shall be paid in six (6) equal monthly installments, on the first day of the months of April, May, June, July, August and September of each year of this Lease, without deduction or offset. Any such payment will be delinquent if not paid by the fifth day of the next month. The Landlord shall have the option of charging Tenant a late fee equal to 1½ percent interest per month on any delinquent monthly installments or additional payments owed to the Landlord by the Tenant. Landlord and Tenant agree that the late payment of rent by Tenant to the Landlord will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely impracticable and difficult to determine. The parties agree that this late fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment by Tenant.

/ / / /

(c) For team practices and team practice games, (other than in conjunction with regularly scheduled games, makeup games, exhibition games or championship games), payments will be made to the Landlord in the amount of the utility costs related to said practices or games. Said payments shall be in addition to the Base Rent, and billed on a monthly invoice to be supplied to Tenant by Landlord and paid by the first day of the following month.

(d) The Tenant shall pay for any damage to the Cashman Field Center that is caused, directly or indirectly, by Tenant, its invitees and licensees, reasonable wear and tear excepted. The Tenant's security deposit of TEN THOUSAND DOLLARS EXACTLY ($10,000.00) shall be held by the Landlord, with the accrued interest on the security deposit paid to Tenant at the end of each fiscal year.

7. Tenant's Income.

(a) Subject to the above payments by Tenant to Landlord, Tenant has the right to collect and retain all revenues derived by Tenant from its use of said premises during the baseball season, or that period from March 1 through September 30 of each year of the term hereof.

(b) The Tenant shall receive Tenant's share of all amounts agreed to by the Landlord and concessionaire, including all expenses and revenues related to the Club Level Restaurant, under the concession agreements with ARA Leisure Services, Inc. or successor concessionaire, from any games played or held by the Tenant on said Leased Premises. A copy of the said ARA Leisure

Service, Inc. concession agreement (the "ARA Agreement") is attached hereto as Exhibit "E", and by this reference made a part hereof. The Tenant shall have the right to negotiate directly with ARA Leisure Services, Inc. or the successor concessionaire appointed by the Landlord to supply the Cashman Field Center, but only to the extent that the negotiations do not breach or interfere with the administration of the ARA Agreement, or any subsequent agreement. At such time as the ARA Agreement expires or is terminated, Landlord shall have the sole right to select the entity which will provide concession service at Cashman Field Center. However, during the negotiations with ARA or the successor concessionaire, the Landlord shall make a good faith effort to provide the Tenant with a reasonable concession percentage. Tenant shall, in the event Landlord chooses an entity other than ARA Leisure Service, Inc. to furnish such concession services, accept such substituted entity as the sole concessionaire under this Lease.

(c) During any baseball game held by Tenant, the Landlord shall operate the parking lots and pay the expenses of the parking lot attendants and security. All fees derived from parking during the Tenant's activities shall be collected by the Landlord. On the fourth Friday of each month of the baseball season, the Landlord shall provide to the Tenant an accounting of the number of vehicles that were "Paid Vehicles" on the Premises during a period of time commencing three hours before the start of said game and terminating three hours after the commencement of said game

(hereinafter referred to as "relevant time period"). The term "Paid Vehicle" only includes the vehicles that park during the relevant time period and pay a parking fee. Subject to the language set forth below, at the time of the accounting, the Landlord shall pay the Tenant fifty percent (50%) of all fees that were paid to the Landlord for "Paid Vehicles" parked during the relevant time period. Tenant shall have the right to waive the parking fee for its season ticket holders, through a system of parking decals provided by the Landlord (one decal per season ticket) and a reasonable amount of complimentary and promotional attendees. The term "reasonable amount" shall be defined exclusively by the Landlord, Patrick on a case by case basis. The Tenant shall not have the right to collect any revenue related to the parking at Cashman Field Center. If the Tenant does collect, in any way, any amount of revenue for parking, then the Tenant shall pay to the Landlord fifty percent (50%) of all such revenue. The Tenant shall not, in any way, interfere with Landlord's right to the revenue from the parking at Cashman Field Center. Except as specified above, Tenant shall not allow or condone any "free" parking at Cashman Field Center. Any amounts paid to the Tenant under this provision will be expressly contingent upon Tenant's full payment of the rental obligations set forth under Section 6 of this Lease. If any such delinquency exists at the time of the distribution of funds to the Tenant under this provision, the Tenant's share of the distribution shall be applied to such delinquency.

(d) Tenant shall lease and maintain, at Tenant's expense, the advertising space on the outfield fence and receive all revenue therefrom.

(e) The Tenant shall have the right to conduct activities and entertainment on the Leased Premises, but only in conjunction with the operation of a professional baseball game (immediately before or after, or during scheduled games) and only on the baseball field and all necessary appurtenances thereto. Said activities and entertainment must be in compliance with all laws and ordinances, and subject to prior approval of the Landlord.

(f) Unless otherwise specifically provided herein, Tenant shall be entitled to receive and retain all income derived from whatever source from the operation of its business.

8. Repair and Maintenance.

(a) The Landlord shall, during the term of this Lease Agreement, at its own expense, clean, maintain and stock restrooms before, during and after games or use of facilities by Tenant, and make all ordinary and necessary repairs or replacements on the Leased Premises and to the building and improvements thereon. Such repairs and replacements, interior and exterior, ordinary and extraordinary, structural as well as non-structural, shall include but not be limited to the following:

(1) The structural supports of the stadium and its exterior walls, including windows, doors and passageways, and all parking lot facilities, gates, fences (including outfield fences), adjacent sidewalks and entrances;

(2) The plumbing, toilet facilities, and other fixtures, and equipment installed for the general supply of hot and cold water, heat, air conditioning, gas, steam and electricity;

(3) The stadium seats;

(4) Sprinkler systems on the playing field;

(5) Groundskeeping, watering and fertilizing;

(6) Grounds equipment necessary, including cages and screens.

(b) The Tenant shall, during the term of this Lease, at its own expense, provide the following:

(1) All crowd control personnel, including but not limited to security personnel, ushers, ticket sellers, ticket takers, program and novelty salespersons, public address announcer, official scorer, score board operator, and other personnel required by Tenant.

(2) Repairs required to the Leased Premises occasioned by riot, crowd or player destruction during professional baseball games or practices conducted or sponsored by the Tenant.

(3) Tenant shall give Landlord prompt written notice of any damage to or any defect in the Leased Premises that may come to its notice, and such defects shall, subject to the limitations contained herein, be remedied by Landlord with due diligence.

9. Improvements and Alterations.

(a) Landlord reserves the right to make, during the term hereof and at its own expense, such improvements, additions,

alterations, renovations, changes and repairs (collectively "Alterations") in and about the Leased Premises as Landlord shall deem desirable. Landlord shall not make any Alterations to the Leased Premises during the baseball season which would in any way directly or indirectly unreasonably affect Tenant's operations or business.

(b) Unless specifically provided for in this Agreement, Tenant shall not make any Alterations in or additions to the Leased Premises without prior permission of the Landlord in writing.

(c) During the term of this Lease, should any law, regulation, or rule be enacted by either a controlling government agency, major league baseball or AAA baseball, (if such rule or regulation is ordered by major league baseball or AAA baseball it must apply to all AAA baseball facilities or it has no force and effect), requiring that an Alteration be made to the Leased Premises, the parties agree that the Landlord shall make such Alterations and bear all expenses connected therewith. Landlord shall have the option to either make the above Alterations and bear all expenses related thereto, or, if the Alterations are of such a material and significant degree, monetarily and otherwise, that Tenant's continued use of the Leased Premises would be unreasonable or hazardous, Landlord shall have the option to terminate this Lease.

10. Landlord's Access to Premises. Tenant shall permit Landlord, its agents, and other employees, to have access to and to enter the Leased Premises at all reasonable and necessary times to

inspect the Leased Premises for any purpose connected with the repair, improvement, care and management of the premises or for any other purpose reasonably connected with Landlord's interest in the Leased Premises and to perform any work or other acts found necessary on such inspection, provided that the actions of Landlord shall not in any way, directly or indirectly, unreasonably interfere with Tenants operations or business.

11. Insurance.

(a) Tenant shall, during the entire term hereof, maintain in full force and effect a policy of insurance, the limits of which shall not be less than ONE MILLION DOLLARS ($1,000,000) per occurrence for bodily injury, property damage (both liability and personal property), contractual and personal injury; and Landlord shall be named as an additional insured on any such insurance policy. Tenant's insurance coverage shall be in effect only for Tenant sponsored or sanctioned events. Any such insurance policy obtained by the Tenant, to fulfill its obligations under this agreement, can not exclude in any way "baseball fans" from liability coverage, nor exclude damage caused by pyrotechnic display.

(b) Tenant shall, at its own cost and during the term of this Agreement, secure workmen's compensation insurance for the benefit of each of the persons employed by it upon the Leased Premises.

/ / / /

(c) Copies of all insurance policies required hereunder shall be furnished to:

Las Vegas Convention and Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109
Attention: Director of Operations

(d) All insurance policies provided under this Agreement shall be issued by a responsible company or companies authorized to do business in the State of Nevada and reasonably acceptable to Landlord. Said insurance policies shall contain a rider with the provision that the policies are non-cancellable unless the insurance company provides written notice to the parties hereto within thirty (30) working days prior to such cancellation.

12. Indemnification. Tenant shall indemnify Landlord and save it harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, to the extent the same is occasioned by any act or omission of Tenant, its agents, contractors, employees, servants, or concessionaires. This indemnification shall not apply to any damages to Landlord that result from the negligence of Landlord, its agents, contractors, employees, concessionaires or servants.

13. Utilities.

(a) Tenant shall pay for all telephone service connected with Tenant's use of the Leased Premises during the term of this

Agreement. If Tenant fails to pay the charges, Landlord may elect to pay them and add such charges to the rental installment next due.

(b) Except for the additional charges set forth above in Section 6(a)(2) of this Lease Agreement, Landlord shall pay or cause to be paid all charges for ~~water, gas, sewer, electricity~~ (excluding electricity payments set forth above in Section 6(c)), and ~~refuse collection~~ relating to the Leased Premises during the term of this Lease Agreement. Landlord shall also pay for any telephone service connected with Landlord's use of the Leased Premises.

14. Taxes and Assessments. Tenant shall pay all taxes or assessments which shall be levied against any fixture, equipment, inventory or merchandise placed on the Leased Premises by Tenant. Tenant and/or concessionaires shall also pay all taxes of every nature which may be assessed or levied by virtue of any business or activity conducted by Tenant on the Leased Premises.

15. Advertisement. Tenant shall place no advertising on the Leased Premises, other than temporary signs or banners on any outfield fence or on the outfield message/scoreboard without the prior written consent of Landlord, which consent shall not be unreasonably withheld. A temporary sign or banner is hereby defined as one that is put up only during homestands, is taken down at the end of each homestand and is removed from the Leased Premises at the conclusion of the baseball season. The location and placement of any temporary sign or banner shall be at the sole

discretion of the Landlord. Landlord may, at Landlord's option, provide drop canvas or tarpaulins for covering Tenant's advertising at times that facility is used by Landlord.

16. Assignment and Sublease. Tenant shall have the right to assign, sublease or transfer any of its right, title and interest in and to this Lease, but only with the express written consent of the Landlord. Said written consent will not be unreasonably withheld, assuming that the "New Tenant" satisfies all reasonable qualifications of financial responsibility and other general ownership considerations. Any such permitted assignment shall not operate to relieve the Tenant of any obligation or liability arising out of the terms of this Lease unless the Landlord specifically agrees in writing that such proposed assignment shall so release the Tenant, provided that Landlord may grant or withhold such release at the sole discretion of Landlord.

17. Notices. Any notice or notices herein required or permitted must be in writing and either delivered in person or properly addressed and deposited in the United States mail, return receipt requested. If the notice is intended for the Landlord, the notice shall be addressed to Landlord at:

Las Vegas Convention and Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109
Attention: ~~Director of Operations~~ Contract Administrator

If the notice is intended for the Tenant, the notice shall be addressed to Tenant at:

Las Vegas Stars Baseball Club, Inc.
850 Las Vegas Boulevard, North
Las Vegas, NV 89101

with a copy to:

Christopher L. Kaempfer, Esq.
3800 Howard Hughes Parkway
7th Floor
Las Vegas, NV 89109

Notice shall be deemed to have been served and/or received within three (3) days after the same has been deposited in the United States Post Office, and the time stated in any notice shall be computed from the time the notice is deemed served and/or received upon the party to whom it is addressed. Notwithstanding anything in this paragraph to the contrary, personal service may be accepted by either party or personal service may be served on either party as by formal legal service of process, and a time stated in any such notice shall be computed from the time of such acceptance of service. Either party may furnish to the other in writing a different mailing address and designate another individual upon whom all notice may be served as herein provided.

18. Force Majeure. The time within which Tenant or Landlord shall be required to perform any act under this Lease shall be extended by a period of time equal to the number of days during which such performance is delayed unavoidably by strikes, lockouts, Acts of God, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties or any other cause beyond reasonable control of Tenant or Landlord, limited, however, to not more than thirty (30) days. Notwithstanding anything contained in the foregoing to the contrary, the provision of this section shall not

operate to excuse Tenant from the prompt payment of rental or any other payment required by the terms of this Lease.

19. Security and Governing Law.

(a) The Tenant shall, at its own expense, provide sufficient, qualified security personnel, to enforce law and order during its use of the Leased Premises.

(b) It is agreed by and between the parties to this Lease that the terms, conditions, covenants and agreements herein contained, in their entirety, shall be governed, construed and controlled according to the laws and ordinances of the State of Nevada and City of Las Vegas. It is also agreed that the Tenant shall specifically comply with all controlling provisions of the Nevada Revised Statutes. Should any action be brought to enforce the terms of this Lease, the prevailing party in any such action shall be entitled to reimbursement of all its reasonable attorneys' fees and costs.

20. Default and Remedies

(a) Elements of Default: If any one or more of the following events occur, said event or events shall hereby be classified as a "Default" if the Tenant does not remedy such default within fifteen (15) days after receipt (as designated in Section 17 above) by Tenant of written notice of such default from Landlord:

(1) If Tenant refuses to take possession of the Leased Premises on January 1, 1993, or fails to open its doors for business, or vacates the Leased Premises and permits the same to remain unoccupied and unattended or substantially ceases to carry

on its normal activities in the Leased Premises, or fails to operate its business in substantial compliance with the provisions of this Lease;

(2) If Tenant fails to pay any rent (as set forth in Section 6) or any other charges required to be paid by Tenant when same shall become due and payable hereunder;

(3) If Tenant shall fail to perform or observe any material term or condition of this Lease;

(4) If Tenant shall be given three (3) notices of Default under Sections 20(a)(2) or 20(a)(3), within any twelve month period, notwithstanding any subsequent cure of the failure to perform or observe the terms or conditions of the Lease as identified in such notices; or

(5) If any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Leased Premises, which materially effects the operation of Tenant's business.

(b) Landlord's Remedies. Should a Default occur under this Lease, Landlord may pursue any or all of the following:

(1) Landlord, in addition to other rights or remedies it may have, shall have the right, by written notice to Tenant, to declare this Lease terminated and the term ended (in which event, this lease and the term hereof shall expire, cease and terminate, and Tenant shall vacate and surrender the Leased Premises but shall remain liable for all obligations arising during the balance of the original stated term as hereafter provided as if this Lease had

remained in full force and effect) and Landlord shall have the right to bring a special proceeding to recover possession from Tenant holding over and/or Landlord may, in any such events, without notice, re-enter the Leased Premises and dispossess, by summary proceedings or otherwise, Tenant and the legal representatives of Tenant and/or other occupant(s) of the Leased Premises and remove their effects and hold the Leased Premises as if this Lease had not been made.

(2) Upon termination of this Lease pursuant to Section 20(b)(1), Landlord may proceed to recover possession of the Leased Premises under and by virtue of the provisions of the laws of the State of Nevada, or by such proceedings, including re-entry and possession, as may be applicable.

(3) Should this Lease be terminated before the expiration of the term of this Lease by reason of Tenant's Default as hereinabove provided, or if Tenant shall abandon or vacate the Leased Premises before the expiration or termination of the term of this Lease without having paid the full rental for the remainder of such term, Landlord shall have the option to relet the Leased Premises for such rent and upon such terms as Landlord may determine in its sole discretion, and, if the full rental reserved under this Lease (and any of the costs, expenses or damaged indicated below) shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including deficiency in rent, reasonable attorney's fees, brokerage fees and expenses of placing the Leased Premises in first class rentable condition.

Landlord, in putting the Leased Premises in good order or preparing the same for reletting may make such alterations, repairs or replacements in the Leased Premises as Landlord, in its sole judgment, considers advisable and necessary for the purpose of reletting the Leased Premises, and the making of such alterations, repairs or replacements shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to relet the Leased Premises, or in the event that the Leased Premises are relet, Tenant shall not be entitled to receive the excess or be entitled to receive any credit with respect to the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord hereunder.

(4) Any damage or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in a single or separate action, from time to time, as said loss of rents or damages shall accrue, or at Landlord's option, in a single proceeding deferred until the expiration of the original term of this Lease. In which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the original date of expiration of said term.

(5) In the event of a Default by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for herein. Mention in this Lease of any particular

remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

(c) Effect of Bankruptcy of Tenant:

(1) Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant's interest nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may specifically be provided pursuant to the Bankruptcy Code (11 USC Section 101 et.seq.), as the same may be amended from time to time.

(2) Rights and Obligations Under the Bankruptcy Code.

(a) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor-in-possession, and any trustee who may be appointed with respect to the assets of or estate in bankruptcy of Tenant, agree to pay monthly in advance on the first day of each month, as reasonable compensation for the use and occupancy of the Leased Premises, an amount equal to all Base Rent and other charges otherwise due pursuant to this Lease.

(b) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in

the event of the assumption and/or assignment of this Lease are the following: (i) the cure of any monetary defaults and reimbursement of pecuniary loss within not more than thirty (30) days after assumption and/or assignment; (ii) the deposit of an additional sum equal to three (3) months Base Rent to be held by and determined by Landlord, in its sole discretion, to be a necessary deposit to secure the future performance, under this Lease, by Tenant or its assignee; (iii) the use of the Leased Premises as set forth in this Lease and the quality and/or quantity services provided by the Tenant or its assignee are required to be essentially unchanged; and (iv) the prior written consent of any mortgage to which this Lease has been assigned as collateral security.

(d) Additional Remedies and Waivers. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law, and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default or termination and no waiver of Default or termination shall be effective unless it is in writing, signed by Landlord.

(e) Cure of Default. If Tenant shall be in Default hereunder, Landlord shall have the option, but not the obligation, upon fifteen (15) working days written notice to Tenant (except in the event of an emergency, in which event no notice shall be required), to cure the act or failure constituting said Default for the account of and at the expense of Tenant. If Landlord has already terminated the Lease, Landlord's cure or attempt to cure

any act or failure constituting the Default by Tenant which occasioned termination of the Lease shall not result in a waiver of such termination. Tenant agrees to pay the Landlord interest, in accordance with Section 6(b) hereof, on all sums paid by Landlord pursuant to the terms of this Article.

21. Waiver of Breach. No waiver by Landlord of the breach of any provision of this Lease shall be construed as a waiver or any preceding or succeeding breach of the same or any other provisions of this Lease, nor shall the acceptance of rent by Landlord during any period of time in which Tenant is in default in any respect other than payment of rent be deemed to be a waiver of such default.

22. Surrender. Tenant shall peaceably surrender the Leased Premises on December 31, 1997, (or on December 31, 2002, if extended by exercise of option to renew as herein provided). On the date or dates established herein for the expiration of this Lease term or sooner on termination of Lease from breach of any terms or conditions of the Lease by the Tenant, the Leased Premises shall be left in as good condition and repair as at the commencement of the Lease term, excepting reasonable use and wear thereof and damages by fire and the elements excepted.

23. Destruction of Leased Premises. In the event of any destruction or damage of any type to the Leased Premises such as to render it unsuitable for the business of the Tenant, Tenant shall have the option to terminate this Lease and shall be liable for the rent only up to the time of such election to terminate; Tenant

shall elect, within ten (10) days after becoming aware of the extent of the damage to the Leased Premises, whether or not it will terminate this Lease or allow it to remain in full force and effect.

24. Removal of Property. Upon any termination of this Agreement, Tenant may, within a reasonable time after such termination, remove any and all of its personal property, including but not limited to, office furniture, field preparation equipment and removable fixtures. Any damage caused to the Leased Premises by the removal of such property shall be repaired by the Tenant, or Tenant shall compensate Landlord for such repair.

25. Nondiscrimination. The Tenant in performing under this Lease shall not discriminate against any worker, employee, applicant, or any member of the public because of race, creed, color, religion, sex, national origin, physical or mental disability, nor otherwise commit an unfair employment practice. The Tenant will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, religion, sex, national origin, physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, and

all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Lease. If Tenant in any way, causes a discrimination or like suit to be filed against the Landlord, Tenant shall indemnify and hold harmless Landlord from any and all attorneys fees, costs and payment of damages related to such discrimination allegations.

26. Entire Agreement: Modification; Severability. This Lease and any attached schedules contain the entire agreement between the parties. Any agreement hereafter made shall be ineffective to change, modify, or discharge in whole or in part, unless such agreement is in writing and signed by a party against whom enforcement of the change, modification or discharge is sought. If provision of the Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect to the fullest extent permitted by law.

27. Quiet Possession Provided Tenant is not in default of a material provision of this Lease, Tenant shall at all times be entitled to enjoy the Quiet Possession of the Leased Premises.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above written.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
(Landlord)

By _____
Paul Christensen
LVCVA-Chairman of the Board

LAS VEGAS STARS BASEBALL CLUB, INC.
A Nevada Corporation (Tenant)

By _____
Dr. Edwin Homansky
Chairman of the Board

LAS VEGAS STARS BASEBALL CLUB, INC.
A Nevada Corporation (Tenant)

By _____
Larry Koentopp
President

SEE ORIGINAL MAPS

Exhibit A - Stars

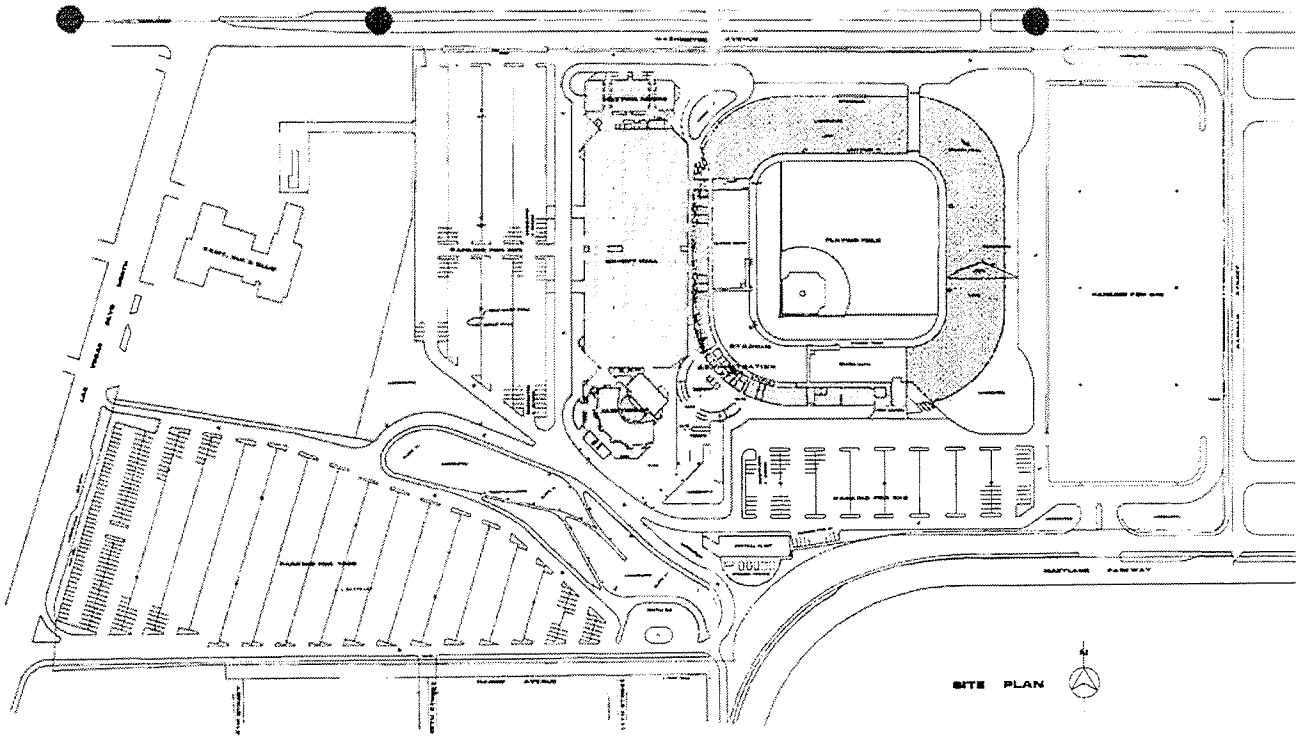


Exhibit "A"

CASHMAN FIELD

SPORTS CULTURAL AND CONVENTION COMPLEX

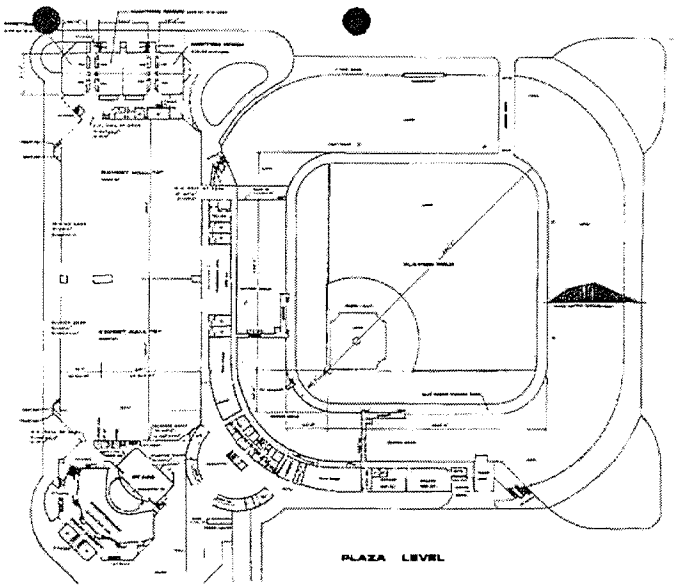
LAS VEGAS CONVENTION AND VISITORS AUTHORITY

MASTER PLAN - B -

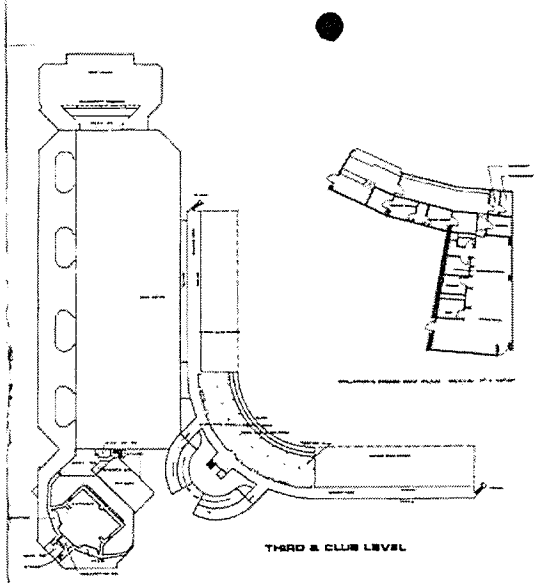
Exhibit A-Stars

SEE ORIGINAL MAPS

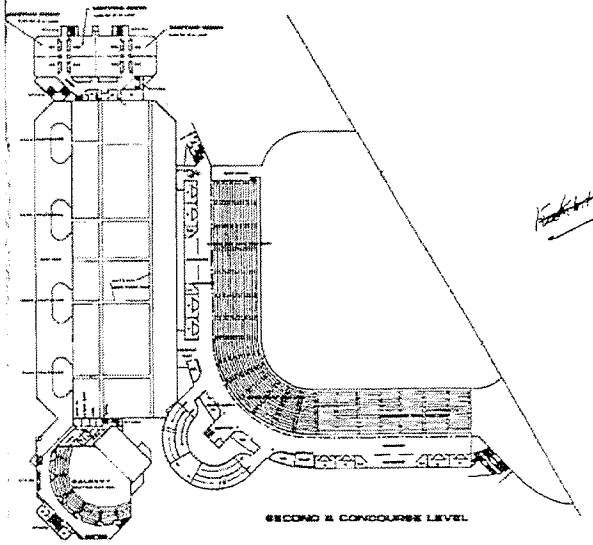
Exhibit B-Stars



PLAZA LEVEL



THIRD & CLUB LEVEL



SECOND & CONCOURSE LEVEL

CASHMAN FIELD

SPORTS CULTURAL AND CONVENTION COMPLEX

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

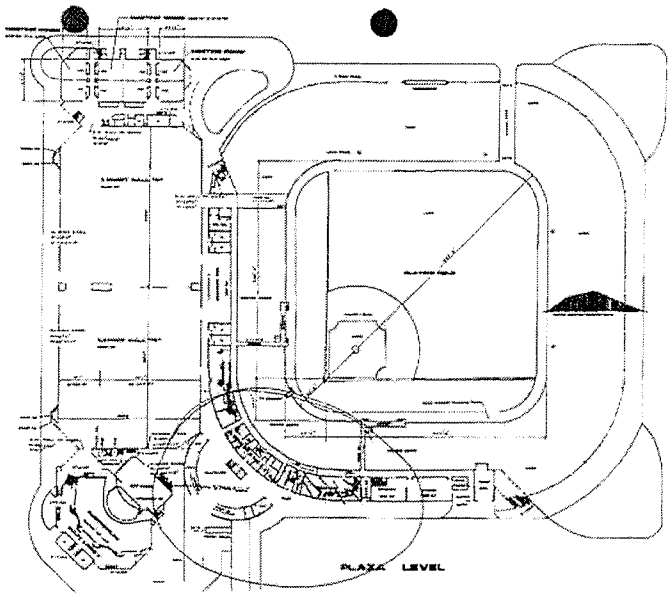
MASTER PLAN-A-

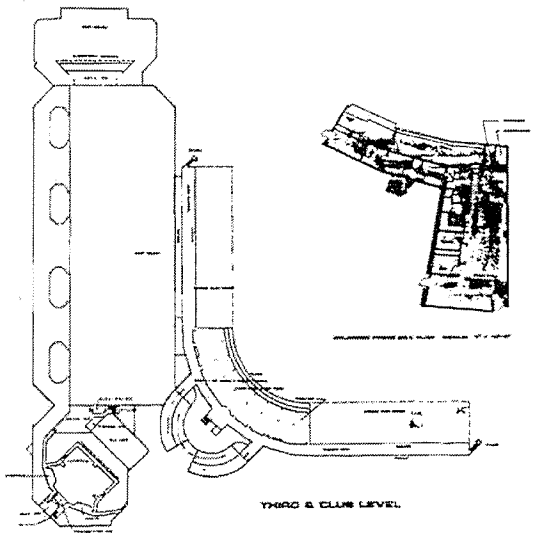
Exhibit B

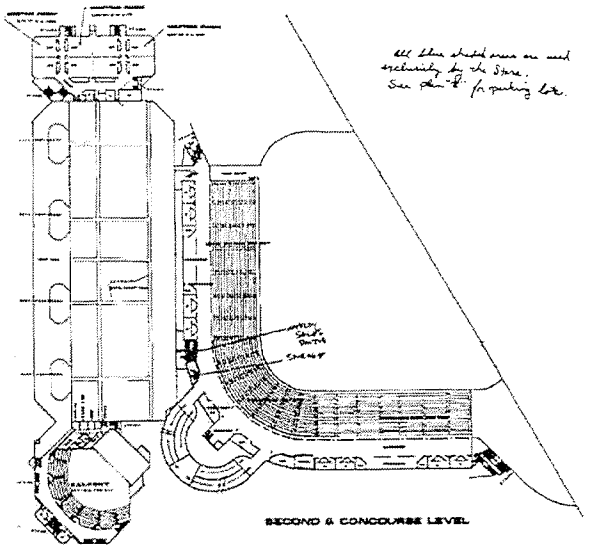
Exhibit B-SDS

SEE ORIGINAL MAPS

Exhibit C - Maps







CASHMAN FIELD

SPORTS CULTURAL AND CONVENTION COMPLEX

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

MASTER PLAN -A-

Exhibit C-Stars

EXHIBIT "D"

The following figures indicate the percentage of the utilities that the Tenant uses at Cashman Field Center. Any increase in the cost of the below listed utilities shall be borne by the Tenant in the percentage amount listed.

1. Sewer-25%
2. Natural Gas-50%
3. Electrical Power-30%

For example, if there is a $.10 (ten cent) per kilowatt hour increase in the price of electrical power, then the Tenant shall pay $.03 (three cents) extra for each kilowatt hour used at Cashman Field.

Exhibit D - Stars

EXTENSION AGREEMENT

This Extension Agreement is made as of this 8th day of September, 1992, by and between the LAS VEGAS CONVENTION & VISITORS AUTHORITY (hereinafter referred to as "Authority" or "Complex") and ARA LEISURE SERVICES, INC. (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, the Authority is the lawful owner of the CASHMAN FIELD CENTER, including the baseball park, stadium, parking lots, exhibit halls and theatre, all as set forth and more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, the Authority and Contractor heretofore on the 14th day of September, 1982, entered into that certain Concession Agreement for Contractor to provide food and beverage service to the Lessees and patrons of the CASHMAN FIELD CENTER (the "Original Agreement"). The Original Agreement and subsequent amendments thereto are set forth in Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, the Authority and Contractor have fully and faithfully performed under said Original Agreement, and subsequent amendments thereto, the Authority and Contractor now desire to enter into an Extension Agreement in accordance with Section 2(B) of the Original Agreement;

NOW, THEREFORE, it is mutually agreed as follows:

Exhibit E

1. CONDITIONS AND TERM

That the terms and conditions set forth in the Original Agreement, and all subsequent amendments, shall continue to be in full force and effect, except for the sections herein specifically modified. The Contractor shall have the exclusive license to supply food and beverage service at the CASHMAN FIELD CENTER, from January 1, 1993 through December 31, 1997. On or before December 31, 1997, the parties may agree to extend this Agreement for five (5) additional years. Any such extension will require the mutual written consent of both Authority and Contractor. The Authority represents that it has the authority to enter into this Extension Agreement and the terms and conditions set forth herein do not violate any applicable law or regulation, including but not limited to public bidding laws. The term "Effective Date" herein shall be the date first set forth above.

2. MODIFICATIONS TO THE ORIGINAL AGREEMENT

Section 3(A) of the Original Agreement shall be deleted and replaced with the following language (effective January 1, 1993):

"With respect to all gross receipts from the sale of goods and services arising from events at Cashman Field Center other than baseball games of the franchise held by the Las Vegas Stars, Inc. ("the Stars") or any successor baseball or sports franchisee, Contractor shall pay to the Authority fifteen percent (15%) thereof.

With respect to all gross receipts from the sale of goods and services arising from baseball games of the Stars or any successor

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baseball or sports franchisee, Contractor shall pay to the Authority two percent (2%) thereof.

With respect to all gross receipts from the sale of goods and services arising from baseball games of the Stars or any successor baseball or sports franchisee, Contractor shall pay to the Authority (the Stars or sports franchisee's share) the following amounts:

$0 to $750,000	37%
$750,001 to $1,400,00	40% (in excess of $750,000)
$1,400,000 to unlimited	42% (in excess of $1,400,000)

The Authority shall not have any financial responsibility for the food service in the Club Level Restaurant. The Contractor therefore shall pay to the Authority ten percent (10%) of all gross receipts (the Stars or sports franchisee's share) from the Club Level Restaurant."

All other language in Section 3 of the Original Agreement shall remain in full force and effect.

The following language shall be added to Section 5(B) of the Original Agreement:

"Contractor shall at its own expense:

1) Construct an additional concession stand in the middle of the Concourse.

2) Remodel and upgrade the existing Concourse concession stands to upgrade facilities and incorporate outside portable stands into the remodeling.

3) Provide new kiosks on the Concourse to upgrade the current Sausage Haus and Itza Pizza stands.

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expiration of any renewal term), the Authority shall pay to Contractor, or cause the successor concessionaire to pay to Contractor, on or before such termination or expiration date, the then unamortized balance of the New Investment and prior investments."

All other language in Section 5 of the Original Agreement shall remain in full force and effect.

The following subsection shall be added to Section 7, entitled "OPERATING CONDITIONS" of the Original Agreement:

"Q. The Contractor shall spend $7,500.00 per fiscal year on advertising and/or promotion of the baseball games at CASHMAN FIELD CENTER. This amount shall be controlled by Contractor and shall be primarily used to promote attendance on slow nights. If Contractor does not spend the entire $7,500.00 during one fiscal year, the unspent funds shall not carryover to the next fiscal year."

All other language in Section 7 of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension Agreement on the date first set forth above.

ARA LEISURE SERVICES, INC.

By: _____

LAS VEGAS CONVENTION & VISITORS AUTHORITY

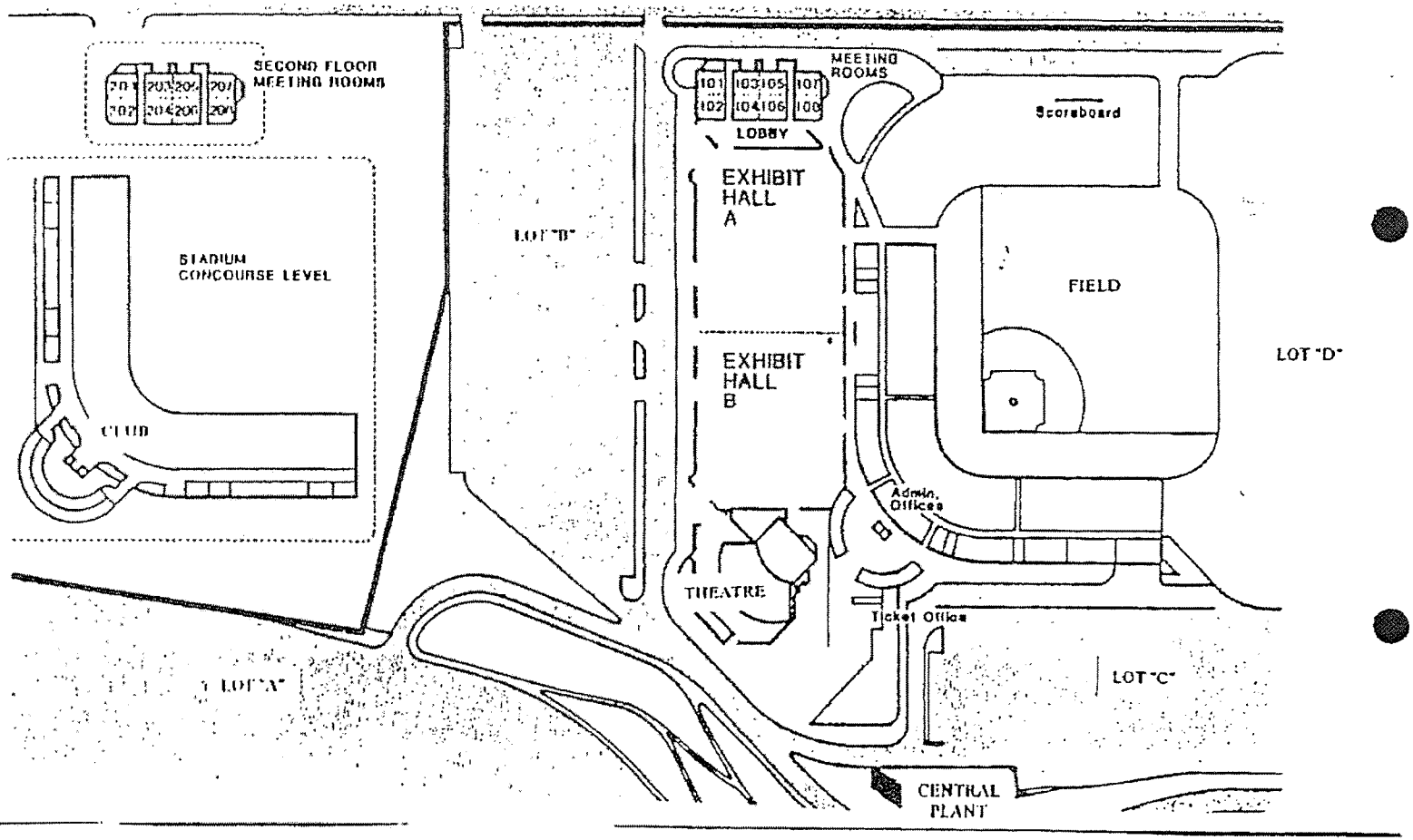
By: _____
Paul Christensen, Chairman

ATTEST:

_____

APPROVED AS TO FORM:

_____
LVCVA Legal Counsel


SECOND FLOOR
MEETING ROOMS
STADIUM
CONCOURSE LEVEL
CLUB
LOT "B"
MEETING
ROOMS
LOBBY
EXHIBIT
HALL
A
EXHIBIT
HALL
B
Scoreboard
FIELD
LOT "D"
Admin.
Offices
THEATRE
Ticket Office
LOT "C"
LOT "A"
CENTRAL
PLANT

Las Vegas Convention and Visitors Authority

Cashman Baseball Lease Agreement

First Addendum

January 13, 1998

FIRST ADDENDUM TO LEASE AGREEMENT

This First Addendum to Lease Agreement (this "First Addendum") is entered into this 13th day of January, 1998, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY ("Landlord") and the LAS VEGAS STARS BASEBALL CLUB, INC., a Nevada corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the lawful owner of the CASHMAN FIELD CENTER, including the baseball park and stadium and the necessary appurtenances thereto; and

WHEREAS, pursuant to that certain Lease Agreement dated September 8, 1992, by and between Landlord and Tenant (the "Agreement"), Tenant leases the baseball park and stadium and the necessary appurtenances thereto; and

WHEREAS, the term of the Agreement expired on December 31, 1997, subject to the parties' extension of the term of the Agreement for an additional period of five (5) years, as more particularly provided for therein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension Term. The term of the Agreement is hereby retroactively extended for a period of five (5) years, commencing January 1, 1998, and expiring on December 31, 2002 (the "Extension Term").

. . .

. . .

2. Rent. During the Extension Term, Tenant shall pay to Landlord the Base Rent, as provided for in Section 6 of the Agreement, subject to the inflation increase provided for in Section 6(1) thereof.

3. Notices. Notices and copies of insurance policies, as provided for in Sections 11(c) and 17, respectively, of the Agreement, shall be addressed to the Landlord and to the attention of the Vice President of Facilities, rather than to the Director of Operations.

4. Agreement Ratified. Except as otherwise amended hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum as of the day and year first set forth above.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
(Landlord)

By _____
Lorraine Hunt
LVCVA Board Chair

LAS VEGAS STARS BASEBALL CLUB, INC.

By _____

Kenneth W. Stirney
(Print Name)

Managing Director
(Title)

Las Vegas Convention and Visitors Authority

Cashman Baseball Lease Agreement

Second Addendum

January 22, 2002

SECOND ADDENDUM TO LEASE AGREEMENT 12TH

This Second Addendum to Lease Agreement ("Addendum") is entered into this 22ND day of FEBRUARY January, 2002, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY ("Landlord") and the STARS LAS VEGAS, LLC, a Nevada Limited liability company, fka LAS VEGAS STARS BASEBALL CLUB, LTD. ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the lawful owner of the Cashman Center, including the baseball park and stadium and the necessary appurtenances thereto;

WHEREAS, pursuant to that certain Lease Agreement dated September 8, 1992, by and between Landlord and Tenant, as amended on or about the 13th day of January, 1998 (collectively referred to as the "Lease"), Tenant leases the baseball park and stadium and the necessary appurtenances thereto;

WHEREAS, the term of the Lease expires on December 31, 2002 and the Tenant has entered into a player development contract with the Los Angeles Dodgers that terminates on December 31, 2004;

WHEREAS the parties to the Lease seek to extend the term of the Lease until December 31, 2004.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

. . .

. . .

1. The term of the Lease is hereby extended for a period of two (2) years. The Lease as modified herein will terminate on December 31, 2004.

2. In addition to all rent payments currently set forth in the Lease, and in consideration for the extension of the Lease, on or before August 31, 2002, the Tenant shall pay to the Landlord $185,715.00.

3. In addition to the above referenced payment and the rent payments currently set forth in the Lease, Tenant shall also pay to Landlord $108,500.00 on or before August 31, 2003.

4. Tenant shall reimburse Landlord for all sign maintenance expenses during the remaining term of the Lease. Tenant shall reimburse Landlord for all such expenses within thirty (30) days after receipt of invoice from Landlord. Sign maintenance expenses are on a time and materials basis and are estimated at $20,000.00 per year. Tenant agrees that the Landlord shall not be liable for any failure of any sign on the leased premises. Landlord agrees to maintain current insurance coverage on the electronic signs at Cashman Center.

5. The Landlord may use concession payments to pay any amounts that are not paid by Tenant when due.

6. For the remaining term of the Lease, all current baseball parking revenue will be split equally between Landlord and Tenant after deducting Landlord's baseball related parking expenses. If the Landlord, in its sole and unfettered discretion, increases the parking fee (currently at $3.00 per vehicle) at Cashman, then Landlord shall exclusively retain any parking fee increase and such parking fee increase shall not be shared with Tenant.

....

7. Tenant shall be able to retain all promotional/advertisement revenues that are generated by Tenant's activities on the leased premises. Landlord hereby agrees to waive any and all claims which could have been made under the March 23, 1993 Promotion Agreement. If Tenant fails to make any of the above referenced payments set forth in paragraph 2 above, Landlord's waiver of claims under the March 23, 1993 Promotion Agreement shall not have any effect whatsoever.

8. Except as otherwise amended hereby, the Lease remains in full force and effect. If there is a conflict between this Addendum and the Lease, the language of this Addendum shall apply. This Addendum shall take effect upon execution. The language of "remaining term of the Lease" is hereby defined as beginning on the January 1, 2002 and ending on December 31, 2004.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first set forth above.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
(Landlord)

By: Mary Kincaid-Chauncey
Mary Kincaid-Chauncey
LVCVA Chair

STARS LAS VEGAS, LLC

By: Don Logan
President

Approved as to Form

By: _____
LVCVA Legal Counsel

Las Vegas Convention and Visitors Authority

Cashman Baseball Lease Agreement

Third Addendum

April 13, 2004

THIRD ADDENDUM TO LEASE AGREEMENT

This Third Addendum to Lease Agreement ("Addendum") is entered into this 13TH day of APRIL 2004, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY ("Landlord") and the STARS LAS VEGAS, LLC, a Nevada Limited liability company, fka LAS VEGAS STARS BASEBALL CLUB, LTD. ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the lawful owner of Cashman Center, including the baseball park and stadium and the necessary appurtenances thereto;

WHEREAS, pursuant to that certain Lease Agreement dated September 8, 1992, by and between Landlord and Tenant, as amended on or about the 13th day of January, 1998 and on the 22nd day of January 2002 (collectively referred to as the "Lease"), Tenant leases the baseball park and stadium and the necessary appurtenances thereto;

WHEREAS, the term of the Lease currently expires on December 31, 2004; and

WHEREAS, the parties to the Lease seek to extend the term of the Lease until December 31, 2006, or December 31, 2005 if Tenant exercises the termination option set forth below.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

. . .

1. Subject to the termination option set forth below, the term of the Lease is hereby extended for a period of two (2) additional years and the Lease will terminate on or about December 31, 2006. The Tenant may terminate this Lease for the 2006 calendar year if Tenant provides to Landlord written notice of such termination on or before October 31, 2005. Upon such termination, Tenant and Landlord shall have no further legal obligation to each other, except as may be set forth in a writing signed by the parties subsequent to the execution of this Addendum.

2. Section 6, subsections (a), (a)(1) and (a)(2) in the Lease Agreement dated September 8, 1992, are hereby deleted and replaced with the following language:

> "(a) Tenant shall pay to Landlord, at the address shown in Section 17, starting (retroactively) on January 1, 2004 and ending on December 31, 2006 (December 31, 2005 if Lease Agreement terminated by Tenant) annual rent ("Base Rent") in the amount of Two Hundred Thirty Thousand Dollars ($230,000.00). This payment is in addition to any other amounts to be paid by Tenant to Landlord pursuant to any other section of the Lease."

3. Except as otherwise amended hereby, the Lease remains in full force and effect. If there is a conflict between this Addendum and the Lease, the language of this Addendum shall apply. This Addendum shall take effect upon execution. The language "remaining term of the Lease" is

...

...

...

...

...

hereby defined as beginning on the January 1, 2002 and ending on December 31, 2006, or December 31, 2005 if the termination option in Paragraph 1 herein is exercised by Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first set forth above.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
(Landlord)

By: _____
James B. Gibson
Chair

Dated: APRIL 13, 2004

STARS LAS VEGAS, LLC

By: Don Logan
Don Logan
President

Dated: 3/17/04

Approved as to Form

By: _____
LVCVA Legal Counsel

Dated: _____

Las Vegas Convention and Visitors Authority

Cashman Baseball Lease Agreement

Fourth Addendum

September 27, 2005

FOURTH ADDENDUM TO LEASE AGREEMENT

This Fourth Addendum to Lease Agreement ("Addendum") is entered into this 27th day of September 2005, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY ("Landlord") and the STARS LAS VEGAS, LLC, a Nevada Limited Liability Company, fka LAS VEGAS STARS BASEBALL CLUB, LTD. ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the lawful owner of Cashman Center, including the baseball park and stadium and the necessary appurtenances thereto;

WHEREAS, pursuant to that certain Lease Agreement dated September 8, 1992, by and between Landlord and Tenant, as amended on or about the 13th day of January, 1998, on or about the 22nd day of January 2002 and on or about the 13th day of April, 2004 (collectively referred to as the "Lease"), Tenant leases the baseball park and stadium and the necessary appurtenances thereto;

WHEREAS, the term of the Lease currently expires on December 31, 2006; and

WHEREAS, the parties to the Lease seek to extend the term of the Lease until December 31, 2010 and modify rental terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

. . .

. . .

1. The term of the Lease is hereby extended for a period of four (4) additional years and the Lease will terminate on or about December 31, 2010.

2. Section 6, subsections (a), (a)(1) and (a)(2) in the Lease Agreement dated September 8, 1992, as modified by the Third Addendum to Lease Agreement (April 13, 2004), are hereby deleted and replaced with the following language:

"(a) Tenant shall pay to Landlord, at the address shown in Section 17, starting on January 1, 2006 annual rent ("Base Rent") as set forth below:

	Year	Base Rent
1.	2006	$230,000
2.	2007	$246,100
3.	2008	$263,327
4.	2009	$281,760
5.	2010	$301,483

This payment is in addition to any other amounts to be paid by Tenant to Landlord pursuant to any other section of the Lease. Landlord acknowledges that all Base Rent up through the 2005 calendar year has been paid in full by Tenant as of the date this Addendum is executed. Beginning in 2007, Landlord and Tenant agree to set aside Twenty-Five Thousand Dollars ($25,000.00) each per year ("Baseball Improvement Fund"), to fund improvements to or refurbish the baseball park and stadium. Expenditures made from the Baseball Improvement Fund will be made upon the direction of Tenant and subject to the reasonable approval of Landlord. Upon termination of the Lease, the Baseball Improvement Fund will be the property of Landlord. The Tenant may terminate this Lease as of December 31 of any term year,

if Tenant provides Landlord written notice of such termination on or before October 31 of that year. Upon such termination, Tenant and Landlord shall have no further legal obligation to each other, except as may be set forth in a writing signed by the parties subsequent to the execution of this Addendum.

3. Except as otherwise amended hereby, the Lease remains in full force and effect. If there is a conflict between this Addendum and the Lease, the language of this Addendum shall apply. This Addendum shall take effect upon execution.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first set forth above.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
(Landlord)

By: Rossi Ralenkotter

Rossi Ralenkotter
President/CEO

Dated: 9/27/05

~~STARS~~ LAS VEGAS, LLC

By: Don Logan

Don Logan
President

Dated: 9/22/05

Approved as to Form

By:

LVCVA Legal Counsel

Dated: 9/15/05

4[6] Add (SLV)

Las Vegas Convention and Visitors Authority

Cashman Baseball Lease Agreement

Fifth Addendum

March 11, 2008

FIFTH ADDENDUM TO LEASE AGREEMENT

This Fifth Addendum to Lease Agreement ("Addendum") is entered into this 11th day of March 2008, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY ("Landlord") and the LAS VEGAS 51's, LLC, a Nevada Limited Liability Company, fka LAS VEGAS STARS BASEBALL CLUB, LTD. ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the lawful owner of Cashman Center, including the baseball park and stadium and the necessary appurtenances thereto;

WHEREAS, pursuant to that certain Lease Agreement dated September 8, 1992, by and between Landlord and Tenant, as amended on or about the 13th day of January, 1998, on or about the 22nd day of January 2002, on or about the 13th day of April, 2004, on or about the 27th day of September, 2005 and "Assignment and Assumption of Lease and Consent" dated January 3, 2008 (collectively referred to as the "Lease"), Tenant leases the baseball park and stadium and the necessary appurtenances thereto ("Cashman Center Stadium");

WHEREAS, the parties to the Lease seek to modify the lease to include a schedule by which the parties will agree to a revenue sharing arrangement for the new scoreboard.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

. . .

1. Notwithstanding any other term in the Lease, the parties agree that the Landlord will pay all costs of and install a new scoreboard at the Cashman Center Stadium. Tenant will manage the operations of the scoreboard and be responsible for all costs and expenses related to the scoreboard. The Baseball Improvement Fund established under the Fourth Addendum to Lease Agreement, dated September 27, 2005, paid by Tenant and in the amount of $25,000 per year will, starting on the effective date of this Addendum, be paid to Landlord for three (3) years. Tenant will sell advertising on the scoreboard and the parties agree to split the Modified Gross Revenues from such advertising in the following manner:

50% of all Modified Gross Revenues shall be paid to Landlord up to a maximum of $25,000 for the first year, $50,000 for the second year and $75,000 each year thereafter until one half of the costs to design and install the new scoreboard have been paid. After one half of the scoreboard costs have been recovered by Landlord, the parties will no longer share advertising revenues from the scoreboard.

The term "Modified Gross Revenues" is hereby defined as all consideration for such scoreboard advertising, including but not limited to, cash payments, credit payments and "tradeout" arrangements that is in excess of $150,000.00. In the case of a tradeout or other similar arrangement, the Tenant agrees that the value of such arrangement, at a minimum, is the cost of the advertising on the "rate card".

2. Tenant shall provide to Landlord a monthly report of the gross revenues received from any scoreboard advertising and pay to Landlord its revenue share at the end of each season or no later than September 15 of any year.

3. Except as otherwise amended hereby, the Lease remains in full force and effect. If there is a conflict between this Addendum and the Lease, the language of this Addendum shall apply. This Addendum shall take effect upon completion of the installation of the new scoreboard.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first set forth above.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
(Landlord)

By: Rossi Ralenkotter
Rossi Ralenkotter
President/CEO

Dated: 3/11/2008

STARS LAS VEGAS, LLC

By: Don Logan
Don Logan
President

Dated: 2-28-08

Approved as to Form

By: [illegible]
LVCVA Legal Counsel

Dated: 2-28-08

5th Add (SLV)

Las Vegas Convention and Visitors Authority

Cashman Baseball Lease Agreement

Sixth Addendum

February 9, 2010

SIXTH ADDENDUM TO LEASE AGREEMENT
Contract No. 216

This Sixth Addendum to Lease Agreement ("Addendum") is entered into this 9th day of February 2010, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY ("Landlord") and the LAS VEGAS 51's, LLC, a Nevada Limited Liability Company, fka LAS VEGAS STARS BASEBALL CLUB, LTD. ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the lawful owner of Cashman Center, including the baseball park and stadium and the necessary appurtenances thereto;

WHEREAS, pursuant to that certain Lease Agreement dated September 8, 1992, by and between Landlord and Tenant, as amended on or about the 13th day of January, 1998, on or about the 22nd day of January 2002, on or about the 13th day of April, 2004, on or about the 27th day of September, 2005, on or about March 11, 2008 and "Assignment and Assumption of Lease and Consent" dated January 3, 2008 (collectively referred to as the "Lease"), Tenant leases the baseball park and stadium and the necessary appurtenances thereto ("Cashman Center Stadium");

WHEREAS, the parties to the Lease seek to modify the Lease to extend the term of the Lease, provide for the Base Rent for the extended term and make other changes to the Lease.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

. . .

1. The term of the Lease is hereby extended for a period of four (4) additional years and the Lease will terminate on or about December 31, 2014. The parties agree that the Lease may be extended for an additional four (4) years, from January 1, 2015 until December 31, 2018, if Tenant provides Landlord written notice of the exercise of such extension on or before July 1, 2013 and the Landlord does not reject such extension within sixty (60) days after receipt of such notice. Base Rent shall be increased annually during each and every year of this option period in accordance with the increase in the Index set forth in paragraph 3 (a) below. All other terms and conditions of this Addendum shall apply as well during this option period

2. The parties agree that Tenant may terminate the Lease if Tenant notifies Landlord one (1) calendar year before such termination in writing and Tenant provides Landlord with a copy of a fully executed multi-year lease for the use of a new baseball park that is located in Clark County, Nevada. The parties agree that in the event of any such termination, the rent shall be prorated for any partial leasehold year.

3. Section 6, subsections (a), (a)(1) and (a)(2) in the Lease Agreement dated September 8, 1992, as modified by the Third and Fourth Addenda to Lease Agreement, are hereby deleted and replaced with the following language:

> "(a) Tenant shall pay to Landlord, at the address shown in Section 17, starting on January 1, 2011 annual rent ("Base Rent") of $300,000.00. For the years 2012, 2013 and 2014, the Base Rent shall be subject to an inflation adjustment assessed starting on January 1, 2012. The basis for computing the inflation adjustment in the Lease shall be the All Urban Consumer Price Index ("Index"), published by the United States Department of Labor, Bureau of Labor Statistics, which is published nearest to

January 1 of each year. The inflation adjustment shall be made each year by multiplying the increase in the Index by the current Base Rent and then adding that amount to the Base Rent. If the Index is discontinued or revised during the term of the Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised. Notwithstanding any other provision of this Addendum or the Lease, the minimum increase in Base Rent shall be two percent (2%) and the maximum increase shall be four percent (4%).

This payment is in addition to any other amounts to be paid by Tenant to Landlord pursuant to any other section of the Lease. Landlord acknowledges that all Base Rent up through the 2009 calendar year has been paid in full by Tenant as of the date this Addendum is executed.

4. Notwithstanding any other provision of the Lease, starting on March 1, 2010, Landlord shall be financially responsible for cost for maintenance of the readerboard and advertising roadside signs.

5. When the Landlord enters into a successor concession agreement for Cashman, the Landlord will allow the Tenant to participate in the negotiation of such new concession agreement for the purpose of obtaining additional revenue.

6. Notwithstanding any other provision of the Lease, starting on December 31, 2010, and on or before September 1 of each year, Tenant shall pay to Landlord a flat annual payment of $25,000 for Tenant's contribution toward the cost to purchase and install the scoreboard in lieu of advertising revenue split.

7. Notwithstanding any other term or condition in the Lease and starting on March 1, 2010, the Landlord and Tenant shall split equally, after deducting Landlord's baseball related parking expenses, all current baseball related parking revenue.

8. Except as otherwise amended hereby, the Lease remains in full force and effect. If there is a conflict between this Addendum and the Lease, the language of this Addendum shall apply. Except as otherwise stated herein, this Addendum shall take effect upon December 31, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first set forth above.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
(Landlord)

By: _____
Rossi Ralenkotter
President/CEO

Dated: 3/9/10

LAS VEGAS 51S, LLC

By: _____
Don Logan
President

Dated: 2/10/10

Approved as to Form

By: _____
LVCVA Legal Counsel

Dated: 02/09/10

Las Vegas Convention and Visitors Authority

Cashman Baseball Lease Agreement

Seventh Addendum

October 9, 2012

EXECUTION VERSION

SEVENTH ADDENDUM TO LEASE AGREEMENT
Contract No. 216

This Seventh Addendum to Lease Agreement ("Addendum") is entered into this 9th day of October 2012, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY ("Landlord") and the LAS VEGAS 51's, LLC, a Nevada Limited Liability Company, fka LAS VEGAS STARS BASEBALL CLUB, LTD. and SUMMERLIN LAS VEGAS BASEBALL CLUB, LLC (collectively referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the lawful owner of Cashman Center, including the baseball park and stadium and the necessary appurtenances thereto;

WHEREAS, pursuant to that certain Lease Agreement dated September 8, 1992, by and between Landlord and Tenant, as amended on or about the 13th day of January, 1998, on or about the 22nd day of January 2002, on or about the 13th day of April, 2004, on or about the 27th day of September, 2005, on or about March 11, 2008 and "Assignment and Assumption of Lease and Consent" dated January 3, 2008, on or about February 9, 2010 (collectively referred to as the "Lease"), Tenant leases the baseball park and stadium and the necessary appurtenances thereto ("Cashman Center Stadium");

WHEREAS, the parties to the Lease seek to modify the Lease to extend the term of the Lease, provide for the Base Rent for the extended term and make other changes to the Lease.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term of the Lease is hereby extended until December 31, 2022 ("Extended Term"). Any prior lease option is hereby merged into this term.

2. The parties agree that Tenant may terminate the Lease at any time by sending Landlord written notice of Tenant's intention to terminate the Lease, provided that, if Tenant elects to terminate the Lease, Tenant must (1) continue to use the baseball park and stadium and the necessary appurtenances thereto (in accordance with the terms of the Lease) for (i) one baseball season or remainder of the baseball season in which the termination notice is sent to the Landlord and (ii) one additional full baseball season after the baseball season in which the termination notice is sent to Landlord, and (2) provide Landlord with a copy of a fully executed lease for the use of a new ballpark that is located in Clark County.

3. Section 6, subsections (a), (a)(1) and (a)(2) in the Lease Agreement dated September 8, 1992, as modified by the Third, Fourth and Sixth Addenda to Lease Agreement, are hereby deleted and replaced with the following language:

"(a) Tenant shall pay to Landlord, at the address shown in Section 17, starting on January 1, 2012 annual rent ("Base Rent") of $308,700.00. For the years 2013, thru 2022, the Base Rent shall be subject to an inflation adjustment assessed starting on January 1, 2013. The basis for computing the inflation adjustment in the Lease shall be the All Urban Consumer Price Index ("Index"), published by the United States Department of Labor, Bureau of Labor Statistics, which is published nearest to January 1 of each year. The inflation adjustment shall be made each year by multiplying the increase in the Index by the current Base Rent and then adding that amount to the Base Rent. If the Index is discontinued or revised during the term of the Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised. Notwithstanding any other

provision of this Addendum or the Lease, the minimum increase in Base Rent shall be two percent (2%) and the maximum increase shall be four percent (4%). This payment is in addition to any other amounts to be paid by Tenant to Landlord pursuant to any other section of the Lease.

4. The parties agree that the ownership of the team is in transition at this time and the Summerlin Las Vegas Baseball Club LLC is in the process of acquiring the ownership of the Las Vegas 51s baseball club. As such, the current owners of the baseball club, Las Vegas 51s LLC and the future owners the Summerlin Las Vegas Baseball Club LLC have executed this Addendum and agree to be bound by this Addendum. This Addendum will only become effective if the ownership is conveyed to the Summerlin Las Vegas Baseball Club LLC or similar entity before December 31, 2012 and, on such date, Las Vegas 51s LLC shall assign all of its rights, duties and obligations under the Lease and this Addendum to Summerlin Las Vegas Baseball Club, LLC and Summerlin Las Vegas Baseball Club, LLC shall accept such assignment and shall become the sole Tenant on and after such date. If ownership is conveyed, Tenant will provide its expertise to assist Landlord and the City of Las Vegas in developing and/or evaluating any redevelopment proposals for Cashman Center, as long as such cooperation, participation or proposed redevelopment does not adversely affect Tenant's rights under the Lease or its use of the baseball park and stadium during the term of the Lease.

5. Except as otherwise amended hereby, the Lease shall remain in full force and effect. If there is a conflict between this Addendum and the Lease, the language of this Addendum shall apply. Except as otherwise stated herein, this Addendum shall take effect upon the date referenced above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first set forth above.

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
(Landlord)

By: _____
Rossi Ralenkotter
President/CEO
Dated: 10/10/12

LAS VEGAS 51S, LLC

By: Stevens Baseball Group, LLC
Its: Manager

By: Aces Baseball Group, LLC
Its: Manager

By: _____
Drew P. Dondero
Manager

Dated: October 9, 2012

SUMMERLIN LAS VEGAS BASEBALL CLUB, LLC

By: _____
Peter F. Riley
Manager

Dated: October 9, 2012

Approved as to Form

By: _____
LVCVA Legal Counsel
Dated: 10-10-12

SUMMERLIN LAS VEGAS BASEBALL CLUB, LLC
10801 W. Charleston Blvd., Third Floor
Las Vegas, Nevada 89135

October 23, 2012

Las Vegas Convention and Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109
Attention: Mr. Rossi Ralenkotter
President & CEO

Re: **SEVENTH ADDENDUM TO LEASE AGREEMENT**

Dear Mr. Ralenkotter:

On October 9, 2012, the Las Vegas Convention and Visitors Authority (the "**LVCVA**"), Las Vegas 51S, LLC and Summerlin Las Vegas Baseball Club, LLC entered into the Seventh Addendum to Lease Agreement (Contract No.2 16) (the "**Seventh Addendum**") pursuant to which the LVCVA, as landlord, agreed to extend the term of the Lease until December 31, 2022 in accordance with the terms of the Seventh Addendum and the Lease Agreement, as amended. This Side Letter Agreement is to acknowledge that the parties hereby agree to delete Section 4 of the Seventh Addendum in its entirety and replace it as follows:

> "4. The parties agree that the ownership of the team is in transition at this time and the Summerlin Las Vegas Baseball Club LLC is in the process of acquiring the ownership of the Las Vegas 51s baseball club. As such, the current owners of the baseball club, Las Vegas 51s LLC and the future owners the Summerlin Las Vegas Baseball Club LLC have executed this Addendum and agree to be bound by this Addendum. This Addendum will only become effective if the ownership of the Las Vegas 51s baseball club is conveyed to the Summerlin Las Vegas Baseball Club LLC or similar entity on or before April 30, 2013 and, on such date, Las Vegas 51s LLC shall assign all of its rights, duties and obligations under the Lease and this Addendum to Summerlin Las Vegas Baseball Club, LLC and Summerlin Las Vegas Baseball Club, LLC shall accept such assignment and shall become the sole Tenant on and after such date. If ownership of the Las Vegas 51s baseball club is conveyed, Tenant will provide its expertise to assist Landlord and the City of Las Vegas in developing and/or evaluating any redevelopment proposals for Cashman Center, as long as such cooperation, participation or proposed redevelopment does not adversely affect Tenant's rights under the Lease or its use of the baseball park and stadium during the term of the Lease."

SUMMERLIN LAS VEGAS BASEBALL CLUB, LLC

By: _____
Peter F. Riley
Manager

Acknowledged and Agreed:

LAS VEGAS CONVENTION AND
VISITORS AUTHORITY

By: _____
Rossi Ralenkotter
President/CEO

LAS VEGAS 51s, LLC

By: Stevens Baseball Group, LLC
Its: Manager

By: Aces Baseball Group, LLC
Its: Manager

By: _____
Drew P. Dondero
Manager

Approved as to Form:

By: _____
LVCVA Legal Counsel

Dated: 10-30-12

EXHIBIT F
TO
TRANSFER AGREEMENT

LEASE ASSIGNMENT

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made this _____ day of _____, 2017 ("Effective Date"), by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a local government entity of the State of Nevada ("Authority"), and the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada.

Authority and City are parties to that certain Transfer Agreement dated May 11, 2016 (the "Agreement") and a subsequent Real Property Transfer Agreement dated _____, 2017. Capitalized terms utilized in this Assignment, but not otherwise defined herein shall have the meaning ascribed to them in the Agreements.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and City covenant and agree as follows:

Authority hereby assigns, conveys, transfers, and sets over unto City and the City agrees to accept all of Authority's rights and obligations set forth in the following Lease:

- Lease Agreement dated September 8, 1992 between Authority and Las Vegas Stars Baseball Club, Inc.
- First Addendum to Lease Agreement dated January 13, 1998 between Authority and LV Las Vegas Stars Baseball Club, Inc.
- Second Addendum to Lease dated January 22, 2007 between Authority and Stars Las Vegas, LLC
- Third Addendum to Lease dated April 13, 2004 between Authority and Stars Las Vegas, LLC
- Fourth Addendum to Lease dated September 27, 2005 between Authority and LV Stars Las Vegas, LLC
- Fifth Addendum to Lease dated March 11, 2008 between Authority and Las Vegas 51s, LLC
- Sixth Addendum to Lease dated February 9, 2010 between Authority and Las Vegas 51s, LLC
- Seventh Addendum to Lease dated October 9, 2010 between Authority and Las Vegas 51s, LLC and Summerlin Las Vegas Baseball Club, Ltd.

IN WITNESS WHEREOF, Authority and City have executed this Assignment as of the Effective Date.

AUTHORITY:

LAS VEGAS CONVENTION AND VISITORS AUTHORITY
a local government entity of the State of Nevada

By:_____
Rossi Ralenkotter, President/CEO

CITY:

CITY OF LAS VEGAS,
a municipal corporation in the State of Nevada

By:_____
Carolyn Goodman, Mayor

EXHIBIT G
TO
TRANSFER AGREEMENT

OPERATING AGREEMENT

REAL PROPERTY OPERATING AGREEMENT

THIS REAL PROPERTY OPERATING AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2017 ("Effective Date"), by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City"), and the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a local government entity of the State of Nevada ("LVCVA"). In this Agreement, the parties comprising the City and LVCVA may be referred to collectively as the "Parties," and individually as a "Party."

RECITALS

WHEREAS:

A. The Parties entered into that certain Real Property Transfer Agreement dated _____, 2017 ('Transfer Agreement") whereby LVCVA conveyed to City: (i) the land consisting of approximately 50.25 acres generally located at or near 850 N. Las Vegas Boulevard, Las Vegas, Nevada, commonly known as the Cashman Center/Field and currently designated as Clark County Assessor's Parcel Nos. 135-26-301-004 and 139-27-709-001, respectively (the "Land") and (ii) the Improvements (defined below).

B. In connection with the conveyance of the Land and Improvements, LVCVA assigned to City the Lease (defined below).

C. In consideration of: (i) the transfer of the Land and Improvements by LVCVA to City and the acceptance of the Land and Improvements by City and (ii) the assignment by LVCVA of the Lease to City and the acceptance by City of the assignment of the Lease, the Parties have agreed to enter into this Agreement whereby the LVCVA will operate the convention facility and baseball stadium on the Land on behalf of City on the terms and conditions provided herein.

NOW, THEREFORE, for good and valuable consideration, including the performance of the promises, covenants, agreements, representations and warranties hereinafter set forth, the Parties, intending to be legally and equitably bound, hereby covenant and agree as follows:

15. Definitions.

In addition to terms defined elsewhere in this Agreement, as used in this Agreement the following terms have the meanings ascribed to them herein below:

"Business Day" means a day other than a Saturday, Sunday, or legal holiday in the State of Nevada.

'City Default" has the meaning set forth in Section 8(c).

"City Indemnified Parties" means City and its council members, employees, contactors and agents.

"Club" means Summerlin Las Vegas Baseball Club, LLC ("Club").

"Convention Contracts means those LVCVA contracts designated as applying to the operation of the CF, including any contracts for convention or other events to be held at the CF.

"CF" means the convention meeting hall, meeting rooms and related theatre located on the Real Property.

"CF Term" means the period of time from the Effective Date through December 31, 2017.

"Improvements" means any and all buildings, structures, and other improvements (whether surface or subsurface) including fixtures, utility systems, electrical distribution systems, communications systems, lighting, conduits, cables, pipes, pipelines, wiring, and wires, belonging to or otherwise used by LVCVA which are located on, over or under the Land.

"Laws" mean all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas and Clark County, and wherever applicable, all rules and regulations of the Las Vegas Metropolitan Police Department, the City of Las Vegas Deputy City Marshals and the City of Las Vegas Fire Department, including, without limitation, Laws regulating hazardous substances.

"Lease" means that lease by which LVCVA has leased the Stadium to the Club for professional baseball activities until December 31, 2022 consisting of the following agreements and of which the landlord's interest under the Lease has been assigned to City:

- Lease Agreement dated September 8, 1992 between LVCVA and Las Vegas Stars Baseball Club, Inc.
- First Addendum to Lease Agreement dated January 13, 1998 between LVCVA and LV Las Vegas Stars Baseball Club, Inc.
- Second Addendum to Lease dated January 22, 2007 between LVCVA and Stars Las Vegas, LLC
- Third Addendum to Lease dated April 13, 2004 between LVCVA and Stars Las Vegas, LLC
- Fourth Addendum to Lease Agreement dated September 27, 2005 between LVCVA and LV Stars Las Vegas, LLC
- Fifth Addendum to Lease Agreement dated March 11, 2008 between LVCVA and Las Vegas 51s, LLC
- Sixth Addendum to Lease Agreement dated February 9, 2010 between LVCVA and Las Vegas 51s, LLC

- Seventh Addendum to Lease Agreement dated October 9, 2010 between LVCVA and Las Vegas 51s, LLC and Summerlin Las Vegas Baseball Club, Ltd.

"Liabilities" means any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses (including any losses and expenses incurred by City as a result of a LVCVA Default), penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

"LVCVA Default" has the meaning set forth in Section 8(a).

"Operating Systems and Services" means those operating systems and services listed on Schedule 4..

"Real Property" means the Land and the Improvements.

"Stadium" means the baseball stadium located on the Real Property currently leased to the Club under the Lease.

"Term" means that period of time commencing on the Effective Date and continuing until the earlier of: (i) the current expiration date of the Lease of December 31, 2022 and (ii) the date of earlier termination of the Lease.

2. **Purpose**.

(a) The purpose of this Agreement is in general: (i) provide for the operation of the CF by LVCVA at its expense through the CF Term and the cessation of business in the CF by the LVCVA by the end of the CF Term, (ii) provide for the operation of the Stadium by the LVCVA at its expense through the Term on behalf of City in full compliance with the Lease, and (iii) to provide for the allocation between the Parties of expenses in connection therewith. LVCVA shall comply with all Laws in undertaking its obligations under this Agreement. Except as required in order for City to fully meet its obligations as Landlord under the Lease, the LVCVA is not required to pay for any capital improvements or construct any improvements on the Real Property. The Parties agree to perform the Operating Systems and Services as set forth in Schedule 4.

(b) City hereby designates LVCVA as its manager to perform the functions and management duties set forth herein. City hereby grants to LVCVA a nonexclusive license to enter onto the Real Property and to have full access to the Real Property to perform all of its obligations services under this Agreement, including, without limitation, the entering onto the Stadium to perform all of City's obligations under the Lease, including the parking obligations of City under the Lease, and the operation of the CF as required to conduct its business in the CF through the CF Term and to turn over the CF at the end of the CF Term to City.

(c) Except as stated immediately below and after the complete execution of this Operating Agreement the LVCVA agrees that it has no right or authority to amend or modify the Lease in any manner or fashion and shall take no action to do so and has no right or authority to

bind City to any contracts or agreements. Notwithstanding the above restriction, at any time the LVCVA may negotiate an amendment to the Lease with the Club to terminate the Lease early without additional financial burden for the City. Upon sixty (60) days-notice, any such amendment shall be signed by the City and will affect the completion of the Term.

3. **Convention Facility**. The Parties agree that LVCVA will continue operating the CF through the CF Term and cease operation of the CF no later than the expiration of the CF Term.

(a) In connection with the operation of the CF, LVCVA agrees:

(i) LVCVA will not enter into any new contracts for terms beyond the CF Term.

(ii) LVCVA will wind down and close the operation of the CF no later than the expiration of the CF Term.

(iii) All costs of operating the CF during the CF Term shall be borne and paid by the LVCVA, including, without limitation, utilities, security and alarm systems.

(iv) During the CF Term, LVCVA shall keep and maintain, or cause to be kept and maintained, the CF in basic running order and repair, reasonable wear and tear excepted, and in accordance with all applicable Laws.

(v) Upon expiration of the CF Term, LVCVA will deliver the CF to City free and clear of: (i) any and all event agreements or other contracts for the use of the CF, (ii) all collective bargaining agreements, other union operating agreements and employee agreements which in anyway relate to the CF and (iii) all other contracts and agreements relating to the CF except for any contracts or agreements expressly agreed herein to be assumed by City, if any.

(b) Upon expiration of the CF Term, LVCVA will turn possession of the CF over to City in basic running operating condition. In connection therewith, LVCVA will deliver to City all items and information required to operate the CF, including, without limitation, all permits, licenses, manuals and warranties. City agrees that upon expiration of the CF Term, LVCVA shall no longer have any responsibility for the management and operation of the CF, except for the necessary Operating Systems and Services which serve the CF. Except for equipment necessary for Stadium operations and equipment necessary to complete LVCVA's obligations set forth in Schedule 4, the LVCVA will remove all equipment from the Real Property.

4 **Operating Systems and Services**. Both parties agree to provide all of the Operating Systems and Services to the CF during the Term at the same quality level and condition currently provided by LVCVA to the Real Property and to keep the Operating Services and Systems in basic running condition and repair, however only to the extent necessary for a closed and unused building. City agrees to reimburse LVCVA for the annual cost of the LVCVA's Operating Systems and Services as follows:

(a) It is the current intent of City to initially shut and lock the CF and maintain it in a so-called mothballed state. So long as the CF is kept in a closed state by City, City shall reimburse LVCVA the amount of $209,000 annually for the cost of the LVCVA's Operating Systems and Services. City shall pay to LVCVA the reimbursement due under this Section 4(a) annually in arrears no later than thirty (30) days after receipt of LVCVA's invoice for such reimbursement, including any proration of portions of the year. In furtherance of the LVCVA providing the LVCVA's Operating Systems and Services and Stadium services, the City will provide access to mothballed portion of the Real Property to the LVCVA's communications vendor and LVCVA's food and beverage vendor. The LVCVA will also maintain the grounds building and any temporary office building used by the LVCVA for its operations at the Real Property.

(b) In the event City operates or otherwise uses the CF either directly or by leases, licenses or other contracts with third parties for the use of the CF the City will be responsible for all labor, supplies, equipment, liability and costs related to such use and the City will reimburse the LVCVA for any additional costs imposed on the LVCVA as a result of such use, if any. The LVCVA will provide an estimate of any such additional costs to the City upon request. Such reimbursement shall be no later than thirty (30) days after receipt of LVCVA's invoice for such incremental use. LVCVA agrees that such invoice shall set forth the sufficient information and data supporting the incremental increase billed to City.

(c) If the City enters into any lease for the CF area prior to the termination of this Agreement, the City will not lease the portion of the CF which is needed by LVCVA communications vendor and LVCVA's food and beverage vendor for Stadium operations. City agrees to provide LVCVA's communications vendor and LVCVA's food and beverage vendor access to the CF for their Stadium operations. If the City enters into any third party lease for more than thirty (30) consecutive days, the LVCVA's duties to maintain the CF terminates, except for necessary utilities and alarm systems that cannot be separately allocated and the LVCVA's obligations will only be for Stadium operations, if any. The City agrees that any use by the City or its permittees or lessees will not interfere with the Lease.

5. **Stadium**.

(a) LVCVA agrees it its sole cost and expense to act as City's manager of the Stadium in connection with the operation and maintenance of the Stadium and to provide all functions and services which: (i) are required to be provided by the landlord under the Lease and (ii) which have been provided by LVCVA to the Club as established practice during the term of the Lease. During the Term, LVCVA at its sole cost and expense shall keep and maintain, or cause to be kept and maintained, the Stadium and parking areas (as set forth in Schedule 4) in basic running order, condition and repair, reasonable wear and tear excepted, and in accordance with all applicable Laws and the Lease. LVCVA, at its sole cost and expense, shall provide all services, maintenance and repairs, either directly or thru third party providers, required under the Lease and to keep the Stadium, playing field, appurtenances and related parking in good repair and working order, including, but not limited to:

(i) LVCVA to provide one CSM (Customer Service Manager) for all games.

(ii) LVCVA to provide cleaning services before/during/after games, to the extent required by the Lease.

(iii) LVCVA will be responsible for all engineering maintenance and repair for Stadium.

(iv) LVCVA to provide one Communication Technician for all games.

(v) LVCVA will maintain the baseball field in basic running condition and repair.

(vi) LVCVA to provide baseball field labor and supplies for all games.

(vii) LVCVA to provide security (including fire prevention) for all games, to the extent required by the Lease.

(viii) LVCVA to provide parking services for all games.

(ix) Utilities shall be billed to the LVCVA for Stadium use.

(x) Maintain the parking areas on the Real Property in basic running condition and repair at all times as set forth in Schedule 4 and in compliance with the Lease.

LVCVA agrees that all of its services in connection with its management of the Stadium shall be at a standard no less than the level currently provided by LVCVA and consistent with the other minor league baseball stadiums.

(b) All revenues related to the operation of the Stadium and the Real Property will be paid to and belong to the LVCVA except for the cell tower contracts assumed by the City which revenues will belong to the City as of December 31, 2017, including, but not limited to, all rent under the Lease, the landlord's share under the Lease of parking revenues, all advertising revenues and all concession revenues, any other revenues under the Stadium Contracts and all amounts payable under the Cell Contracts but only thru December 31, 2017.

(c) All Stadium Contracts, including utilities, advertising contracts, service contracts, concession contracts and all other contracts required for the operation of the Stadium, will be maintained by LVCVA in the name of LVCVA and be paid by LVCVA. The LVCVA may enter into other stadium leases for not more than one (1) year in advance for non-baseball uses as long as the other leases comply with the Lease, the City is indemnified and held harmless from any action or liability related to the other lease, the City is an additional insured for the liability insurance for such lease and the LVCVA informs the City of such other leases. The term of any such other lease may not extend beyond the Term.

(d) Upon expiration of the Term, LVCVA will turn possession of the Stadium over to City. In connection therewith, LVCVA will deliver to City all items and information required to operate the Stadium, including, without limitation, all permits, licenses, manuals and warranties and at such time this Agreement and LVCVA's duties and obligations hereunder will terminate.

(e) LVCVA agrees to provide to City an annual report as to the operation of the Stadium, including a statement of revenues, expenses, profit and/or loss from the Stadium operations. Such report shall include any other information as to the operation of the Stadium of a material nature. The report will be submitted to City by LVCVA no later than sixty (60) days after the end of each baseball season and/or any playoff season of the Club. LVCVA will also promptly notify City of: (i) any casualty or damage to the Stadium other than ordinary wear and tear, (ii) any claims from third parties for personal injury or property damage and (iii) any significant and material matters raised by the Club regarding the Stadium and/or the Lease. Each Party shall designate an individual to be its point of contact for all matters related to the ongoing operation of the CF and the Stadium.

6. **Indemnity**. LVCVA agrees to hold harmless and indemnify City as follows:

(a) LVCVA hereby agrees to hold harmless and indemnify City Indemnified Parties from any Liabilities against or incurred by the City Indemnified Parties arising in any way whatsoever from the LVCVA's period of ownership and/or operation of the CF prior to the date of expiration of the CF Term, including without limitation any Liabilities related to Convention Contracts, any union contracts and/or collective bargaining agreements and employee claims, but excluding any claim or action caused by the City Indemnified Parties

(b) LVCVA hereby agrees to hold harmless and indemnify City Indemnified Parties from any Liabilities against or incurred by the City Indemnified Parties arising: (i) in any way whatsoever from the operation of the Stadium during the Term, including, without limitation, any Liabilities related to the Stadium Contracts or claims of the Club against City under the Lease resulting from LVCVA's failure to perform as required under this Agreement or (ii) from the LVCVA's period of ownership of the Stadium prior to the Effective Date but excluding any claim or action caused by the City Indemnified Parties.

(c) LVCVA hereby agrees to hold harmless and indemnify City Indemnified Parties from any Liabilities against or incurred by the City Indemnified Parties arising from a LVCVA Default.

(d) Any such indemnity does not apply to claims based upon City or City Indemnified Parties' negligent conduct.

7. **Insurance; Casualty**.

(a) City agrees at all times during the Term to maintain at its cost in full force and effect that property and casualty insurance coverage set forth on Schedule 2 attached hereto and to provide evidence of the annual renewal of such insurance to LVCVA no later than the then expiration date of such coverage. LVCVA agrees to reimburse City in the amount of City's cost to maintain such insurance coverage as reasonably determined by City. City shall invoice LVCVA annually and will attempt to provide such invoice by August 1 of each year for the amount of such insurance. LVCVA agrees to pay to City the amount of the insurance reimbursement no later than thirty (30) days after receipt of such invoice.

(b) City agrees that in the event of any damage or destruction of the CF or the Stadium: (i) LVCVA will not be required to repair, restore or reconstruct the CF or the Stadium and (ii) and obligation of the landlord under the Lease to repair, restore or reconstruct the Stadium will be the obligation of City as landlord under the Lease.

(c) LVCVA will maintain the liability insurance covering the operations of the Stadium set forth on Schedule 3 at all times during the Term and to provide evidence of the annual renewal of such insurance to City no later than the then expiration date of such coverage. The City Indemnified Parties shall be named as additional insured parties and such notation shall appear on the certificate of insurance furnished to City by LVCVA's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The Certificate shall indicate that the insurance company or LVCVA cannot cancel the insurance without at least thirty (30) days prior written notice to the City. LVCVA will provide City with renewal certificates no later than thirty (30) days prior to the then expiration date of the coverage. All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible or self-insured retention may exceed $50,000 without the prior written approval of City.

8. **Default**.

(a) LVCVA shall be in default of this Agreement ("LVCVA Default") in the event LVCVA fails to perform any act to be performed by it or fails to manage the Stadium and/or the CF as required by this Agreement which failure is not cured by LVCVA within the relevant cure period set forth below. LVCVA shall cure any monetary default within five (5) business days after receipt of written notice from City. LVCVA shall cure any nonmonetary default within ten (10) business days after receipt of written notice from City; provided, however: (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then LVCVA shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion, provided that such nonmonetary default shall in all events be cured no later than within ninety (90) days.

(b) In the event of a LVCVA Default, City shall have the following rights and remedies:

(i) To terminate this Agreement and assume the management of the Stadium and remove LVCVA from the Real Property in which case LVCVA shall remain liable for all costs and expenses related to the management of the Stadium and the costs incurred by City under the Lease in performing the obligations which LVCVA is obligated to perform under this Agreement. All such costs and expenses shall be paid to City no later than ten (10) days after City's delivery of a written notice and invoice. LVCVA agrees that it shall remain liable for the costs and expenses of the operation of the Stadium and the compliance with the Lease.

(ii) City may collect from and be reimbursed by LVCVA from any Liabilities incurred by the City Indemnified Parties as a result of a default under the Lease arising as a result of and /or caused by a LVCVA Default.

(iii) City may exercise any and all remedies available pursuant to Laws or granted pursuant to this Agreement.

(iv) No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at Laws or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Section 8, it shall not be necessary to give any notice, other than such notice as may be required in this Section 8.

(c) City shall be in default of this Agreement ("City Default") in the event City fails to perform any act to be performed by required by this Agreement which failure is not cured by City within the relevant cure period set forth below. City shall cure any monetary default within five (5) business days after receipt of written notice from LVCVA. City shall cure any nonmonetary default within ten (10) business days after receipt of written notice from LVCVA; provided, however, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then City shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion, provided that such nonmonetary default shall in all events be cured no later than within ninety (90) days.

(d) In the event of a City Default, LVCVA shall have the following exclusive rights and remedies:

(i) To institute and action to collect any amounts owed by City to LVCVA under this Agreement.

(ii) In the event of a City nonmonetary default to perform the action required of City and to obtain reimbursement from City for the LVCVA's cost of such performance no later than thirty (30) days after receipt of LVCVA's invoice.

LVCVA agrees that in no event shall LVCVA have the right to terminate this Agreement and/or suspend its obligations and services under this Agreement as a result of a City Default.

(e) All amounts due hereunder from a Party which are not paid when due shall bear interest accruing at the daily rate of 0.00028% from the date due until paid in full and any payments shall be first applied to accrued unpaid interest on the unpaid amount and then to the principal amount of the unpaid amount.

9. **Miscellaneous.**

(a) Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

City of Las Vegas, Nevada
c/o Economic and Urban Development Department
495 South Main, 6th Floor
Las Vegas, 89101
Fax: (702) 385-3128
Attn: William Arent

And:

City Attorney Office
City Hall, Sixth Floor
495 South Main Street
Las Vegas, NV 89101
Fax: (702) 368-1749
Attn: Teresita Ponticello

If to LVCVA:

Las Vegas Convention and Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109
Attn: Luke Puschnig, Esq.
Fax: (702) 892-7512

(c) Dispute Resolution. (i) The laws of the State of Nevada govern the enforcement, and interpretation of this Agreement. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Clark County, Nevada before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction.

(ii) This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The exclusive venue for any action related to this Agreement will be the federal and state courts sitting in Clark County, Nevada. The Parties irrevocably consent and submit to the jurisdiction of such courts and waive any objection based on venue of forum *non conveniens* with respect to any action instituted in those courts arising under this Agreement or in any way connected or related or incidental to the dealings between them in respect to this Agreement, or any related transactions, in each case whether now existing or later arising, and whether in contract, tort, equity or otherwise, and the

Parties agree that any dispute with respect to any of those matters will be heard only in the courts described above.

(d) Entire Agreement. This Agreement, the recitals to this Agreement, exhibits and schedules attached hereto are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

(e) Counterparts; Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission (including pdf and jpeg format), each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

(f) Headings and Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms "includes," "including," or "include" as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, "includes without limitation, "including, without limitation" and "include without limitation."

(g) Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Las Vegas, Nevada. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Las Vegas, Nevada, on the next Business Day.

(h) Time is of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to effectuate the transactions contemplated in this Agreement.

(i) Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

(j) Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties, and their respective successors and permitted assigns.

(k) Further Acts. In addition to the acts recited in this Agreement to be performed by the Parties, the Parties agree to perform or cause to be performed on or after the Effective Date any

and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

(l) Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

(m) Other Parties. The relationship of the Parties hereto is solely that as provided in this Agreement and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

(n) Discretion. If a Party is given the right to exercise its discretion, then unless otherwise provided herein such discretion may be exercised by such Party in its sole and absolute discretion, for any reason or no reason, and neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

(o) No Recording. Neither this Agreement nor any memorandum or notice thereof shall be recorded unless the Parties otherwise mutually agree in writing.

(p) Confidentiality. The Parties agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other or except as may be required by court order or by Laws, including the Nevada Open Meeting Laws and Public Records Laws.

(q) Preparation of Agreement. This Agreement has been negotiated by the Parties. The Parties agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the City and LVCVA hereto have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS

By: _____
Carolyn Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

_____
Date

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

By: _____
Rossi Ralenkotter, President/CEO

SCHEDULE 1
INTENTIONALLY DELETED

SCHEDULE 2

City Property Insurance

1- Policy limits will provide Property damage coverage equal to, or greater than, those shown on the Statement of Values.
2- Property coverage will be at full Replacement Cost for assets insured on the policy.
3- Coverage to include Business Interruption and or Loss of Rents.
4- Coverage to insure against "All Risk" perils; except for normal policy exclusions and earth movement/earthquake losses.
5- Coverage to include loss or damage from the peril of Flood.
6- Deductibles will be no greater than $50,000 for all losses; except for the peril of Flood at a $100,000 deductible per loss.

SCHEDULE 3

LVCVA Liability Insurance
(see attached certificate)

LASVEGA-37 KTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
Kaercher Insurance 9555 Hillwood Drive Suite 140 Las Vegas, NV 89134	PHONE (A/C, No, Ext): (702) 304-7800	FAX (A/C, No): (702) 386-7970
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity	18058
INSURER B: National Union Fire Insurance	19445
INSURER C: Safety National Casualty	15105
INSURER D: ACE American Insurance Company	22667
INSURER E:	
INSURER F:	

INSURED
Las Vegas Convention
and Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X $10,000 SIR X Per Claim GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			PHPK1527724	08/01/2016	08/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK1527724	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			023073358	08/01/2016	08/01/2017	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SP4055523	08/01/2016	08/01/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Public Officials			G21656586013	08/01/2016	08/01/2017	Liability	10,000,000
B	Public Officials			016053735	08/01/2016	08/01/2017	Excess Liability	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LASVEGA-37 KTORRES

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Kaercher Insurance		Las Vegas Convention and Visitors Authority 3150 Paradise Road Las Vegas, NV 89109
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability Layers:
Excess Liability - $25,000,000 excess of $25,000,000
Navigators Insurance Company
Policy #LA16EXC878766IV

Excess Liability - $25,000,000 excess of $50,000,000
Endurance American Insurance Company
Policy #EXC10007458801

Excess Liability - $25,000,000 excess of $75,000,000
Federal Insurance Company
Policy #79736487

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SCHEDULE 4

Operating Systems and Services

After the CF is mothballed and consistent with the mothballed status of the CF, the LVCVA will be responsible for routine costs and expenses related to upkeep, repairs, and basic maintenance services to the CF during the term of the operating agreement, which will include the following: full time security services, parking lot maintenance up to and including the pavement, curb, gutter, sidewalks and lighting, all landscaping services, both for the stadium, CF, and perimeter areas. Such upkeep, repairs, and basic maintenance services to the CF is to maintain basic running conditions and to meet applicable life-safety code requirements (ie, fire suppression, elevator inspections, etc.), and also to include but not limited to monthly operation of the air handlers and other HVAC and plumbing equipment in order to ensure those systems do not deteriorate due to non-use. The LVCVA will continue to pay for all utilities, trash, permits and pest control for the entire Real Property during the term of this Operating Agreement. The LVCVA will be responsible for emergency repairs to the Stadium."

Las Vegas Convention & Visitors Authority

* Cashman Carrying Cost Analysis

Tuesday, February 28, 2017

Vendor	Type	Amount	Justification
City of Las Vegas	Sewer	18,408.00	260 fixtures not associated with stadium ($70.80/year)
City of Las Vegas	Permits	-	No incremental permit costs for meeting rooms/halls
Las Vegas Valley Water District	Water	3,000.00	260 fixtures not associated with stadium (must run water to maintain seals) Estimate 750,000 gallons @ $3.84/1000 gallons
LVCVA	Grounds	-	Average one additional grounds technician to account for off-season exterior grounds maintenance; plus supplies ($12,000)
LVCVA	Engineering	-	Average one additional engineering technician to account for off-season electrical/plumbing maintenance
LVCVA	Client Services	-	Limited services performed for 51's during off-season
LVCVA	Pest Control	-	No incremental pest control costs for meeting rooms/halls
LVCVA	Security	100,000.00	Average one additional security officer to account for off-season building monitoring
LVCVA	Life-Safety	10,000.00	Fire hydrant, fire alarm, wet/antifreeze system, fire extinguisher testing/maintenance
LVCVA	Maintenance	29,185.00	Hoist/transformer/elevators
LVCVA	Contingency	2,000.00	Estimated cost of broken glass, lights, etc....)
NV Department of Taxation	Business Tax	-	No incremental tax for meeting rooms/halls ($5000/annual)
NV Energy	Power	45,000.00	Chiller needs to cool additional rooms or it will shut down due to too small of a load so rooms/theater must get cooled periodically
Republic Services	Trash	-	All trash associated with stadium
Southwest Gas	Gas	2,000.00	Mitigate risk of freezing in certain non-stadium areas
		209,593.00	

* Costs associated with dormant meeting rooms, exhibit halls, and theater

REAL PROPERTY OPERATING AGREEMENT

THIS REAL PROPERTY OPERATING AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2017 ("Effective Date"), by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City"), and the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a local government entity of the State of Nevada ("LVCVA"). In this Agreement, the parties comprising the City and LVCVA may be referred to collectively as the "Parties," and individually as a "Party."

RECITALS

WHEREAS:

A. The Parties entered into that certain Real Property Transfer Agreement dated _____, 2017 ('Transfer Agreement") whereby LVCVA conveyed to City: (i) the land consisting of approximately 50.25 acres generally located at or near 850 N. Las Vegas Boulevard, Las Vegas, Nevada, commonly known as the Cashman Center/Field and currently designated as Clark County Assessor's Parcel Nos. 135-26-301-004 and 139-27-709-001, respectively (the "Land") and (ii) the Improvements (defined below).

B. In connection with the conveyance of the Land and Improvements, LVCVA assigned to City the Lease (defined below).

C. In consideration of: (i) the transfer of the Land and Improvements by LVCVA to City and the acceptance of the Land and Improvements by City and (ii) the assignment by LVCVA of the Lease to City and the acceptance by City of the assignment of the Lease, the Parties have agreed to enter into this Agreement whereby the LVCVA will operate the convention facility and baseball stadium on the Land on behalf of City on the terms and conditions provided herein.

NOW, THEREFORE, for good and valuable consideration, including the performance of the promises, covenants, agreements, representations and warranties hereinafter set forth, the Parties, intending to be legally and equitably bound, hereby covenant and agree as follows:

1. Definitions.

In addition to terms defined elsewhere in this Agreement, as used in this Agreement the following terms have the meanings ascribed to them herein below:

"Business Day" means a day other than a Saturday, Sunday, or legal holiday in the State of Nevada.

'City Default" has the meaning set forth in Section 8(c).

"City Indemnified Parties" means City and its council members, employees, contactors and agents.

"Club" means Summerlin Las Vegas Baseball Club, LLC ("Club").

"Convention Contracts means those LVCVA contracts designated as applying to the operation of the CF, including any contracts for convention or other events to be held at the CF.

"CF" means the convention meeting hall, meeting rooms and related theatre located on the Real Property.

"CF Term" means the period of time from the Effective Date through December 31, 2017.

"Improvements" means any and all buildings, structures, and other improvements (whether surface or subsurface) including fixtures, utility systems, electrical distribution systems, communications systems, lighting, conduits, cables, pipes, pipelines, wiring, and wires, belonging to or otherwise used by LVCVA which are located on, over or under the Land.

"Laws" mean all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas and Clark County, and wherever applicable, all rules and regulations of the Las Vegas Metropolitan Police Department, the City of Las Vegas Deputy City Marshals and the City of Las Vegas Fire Department, including, without limitation, Laws regulating hazardous substances.

"Lease" means that lease by which LVCVA has leased the Stadium to the Club for professional baseball activities until December 31, 2022 consisting of the following agreements and of which the landlord's interest under the Lease has been assigned to City:

- Lease Agreement dated September 8, 1992 between LVCVA and Las Vegas Stars Baseball Club, Inc.
- First Addendum to Lease Agreement dated January 13, 1998 between LVCVA and LV Las Vegas Stars Baseball Club, Inc.
- Second Addendum to Lease dated January 22, 2007 between LVCVA and Stars Las Vegas, LLC
- Third Addendum to Lease dated April 13, 2004 between LVCVA and Stars Las Vegas, LLC
- Fourth Addendum to Lease Agreement dated September 27, 2005 between LVCVA and LV Stars Las Vegas, LLC
- Fifth Addendum to Lease Agreement dated March 11, 2008 between LVCVA and Las Vegas 51s, LLC
- Sixth Addendum to Lease Agreement dated February 9, 2010 between LVCVA and Las Vegas 51s, LLC

- Seventh Addendum to Lease Agreement dated October 9, 2010 between LVCVA and Las Vegas 51s, LLC and Summerlin Las Vegas Baseball Club, Ltd.

"Liabilities" means any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses (including any losses and expenses incurred by City as a result of a LVCVA Default), penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

"LVCVA Default" has the meaning set forth in Section 8(a).

"Operating Systems and Services" means those operating systems and services listed on Schedule 4..

"Real Property" means the Land and the Improvements.

"Stadium" means the baseball stadium located on the Real Property currently leased to the Club under the Lease.

"Term" means that period of time commencing on the Effective Date and continuing until the earlier of: (i) the current expiration date of the Lease of December 31, 2022 and (ii) the date of earlier termination of the Lease.

2. **Purpose**.

(a) The purpose of this Agreement is in general: (i) provide for the operation of the CF by LVCVA at its expense through the CF Term and the cessation of business in the CF by the LVCVA by the end of the CF Term, (ii) provide for the operation of the Stadium by the LVCVA at its expense through the Term on behalf of City in full compliance with the Lease, and (iii) to provide for the allocation between the Parties of expenses in connection therewith. LVCVA shall comply with all Laws in undertaking its obligations under this Agreement. Except as required in order for City to fully meet its obligations as Landlord under the Lease, the LVCVA is not required to pay for any capital improvements or construct any improvements on the Real Property. The Parties agree to perform the Operating Systems and Services as set forth in Schedule 4.

(b) City hereby designates LVCVA as its manager to perform the functions and management duties set forth herein. City hereby grants to LVCVA a nonexclusive license to enter onto the Real Property and to have full access to the Real Property to perform all of its obligations services under this Agreement, including, without limitation, the entering onto the Stadium to perform all of City's obligations under the Lease, including the parking obligations of City under the Lease, and the operation of the CF as required to conduct its business in the CF through the CF Term and to turn over the CF at the end of the CF Term to City.

(c) Except as stated immediately below and after the complete execution of this Operating Agreement the LVCVA agrees that it has no right or authority to amend or modify the Lease in any manner or fashion and shall take no action to do so and has no right or authority to

bind City to any contracts or agreements. Notwithstanding the above restriction, at any time the LVCVA may negotiate an amendment to the Lease with the Club to terminate the Lease early without additional financial burden for the City. Upon sixty (60) days-notice, any such amendment shall be signed by the City and will affect the completion of the Term.

3. **Convention Facility**. The Parties agree that LVCVA will continue operating the CF through the CF Term and cease operation of the CF no later than the expiration of the CF Term.

(a) In connection with the operation of the CF, LVCVA agrees:

(i) LVCVA will not enter into any new contracts for terms beyond the CF Term.

(ii) LVCVA will wind down and close the operation of the CF no later than the expiration of the CF Term.

(iii) All costs of operating the CF during the CF Term shall be borne and paid by the LVCVA, including, without limitation, utilities, security and alarm systems.

(iv) During the CF Term, LVCVA shall keep and maintain, or cause to be kept and maintained, the CF in basic running order and repair, reasonable wear and tear excepted, and in accordance with all applicable Laws.

(v) Upon expiration of the CF Term, LVCVA will deliver the CF to City free and clear of: (i) any and all event agreements or other contracts for the use of the CF, (ii) all collective bargaining agreements, other union operating agreements and employee agreements which in anyway relate to the CF and (iii) all other contracts and agreements relating to the CF except for any contracts or agreements expressly agreed herein to be assumed by City, if any.

(b) Upon expiration of the CF Term, LVCVA will turn possession of the CF over to City in basic running operating condition. In connection therewith, LVCVA will deliver to City all items and information required to operate the CF, including, without limitation, all permits, licenses, manuals and warranties. City agrees that upon expiration of the CF Term, LVCVA shall no longer have any responsibility for the management and operation of the CF, except for the necessary Operating Systems and Services which serve the CF. Except for equipment necessary for Stadium operations and equipment necessary to complete LVCVA's obligations set forth in Schedule 4, the LVCVA will remove all equipment from the Real Property.

4 **Operating Systems and Services**. Both parties agree to provide all of the Operating Systems and Services to the CF during the Term at the same quality level and condition currently provided by LVCVA to the Real Property and to keep the Operating Services and Systems in basic running condition and repair, however only to the extent necessary for a closed and unused building. City agrees to reimburse LVCVA for the annual cost of the LVCVA's Operating Systems and Services as follows:

(a) It is the current intent of City to initially shut and lock the CF and maintain it in a so-called mothballed state. So long as the CF is kept in a closed state by City, City shall reimburse LVCVA the amount of $209,000 annually for the cost of the LVCVA's Operating Systems and Services. City shall pay to LVCVA the reimbursement due under this Section 4(a) annually in arrears no later than thirty (30) days after receipt of LVCVA's invoice for such reimbursement, including any proration of portions of the year. In furtherance of the LVCVA providing the LVCVA's Operating Systems and Services and Stadium services, the City will provide access to mothballed portion of the Real Property to the LVCVA's communications vendor and LVCVA's food and beverage vendor. The LVCVA will also maintain the grounds building and any temporary office building used by the LVCVA for its operations at the Real Property.

(b) In the event City operates or otherwise uses the CF either directly or by leases, licenses or other contracts with third parties for the use of the CF the City will be responsible for all labor, supplies, equipment, liability and costs related to such use and the City will reimburse the LVCVA for any additional costs imposed on the LVCVA as a result of such use, if any. The LVCVA will provide an estimate of any such additional costs to the City upon request. Such reimbursement shall be no later than thirty (30) days after receipt of LVCVA's invoice for such incremental use. LVCVA agrees that such invoice shall set forth the sufficient information and data supporting the incremental increase billed to City.

(c) If the City enters into any lease for the CF area prior to the termination of this Agreement, the City will not lease the portion of the CF which is needed by LVCVA communications vendor and LVCVA's food and beverage vendor for Stadium operations. City agrees to provide LVCVA's communications vendor and LVCVA's food and beverage vendor access to the CF for their Stadium operations. If the City enters into any third party lease for more than thirty (30) consecutive days, the LVCVA's duties to maintain the CF terminates, except for necessary utilities and alarm systems that cannot be separately allocated and the LVCVA's obligations will only be for Stadium operations, if any. The City agrees that any use by the City or its permittees or lessees will not interfere with the Lease.

5. **Stadium**.

(a) LVCVA agrees it its sole cost and expense to act as City's manager of the Stadium in connection with the operation and maintenance of the Stadium and to provide all functions and services which: (i) are required to be provided by the landlord under the Lease and (ii) which have been provided by LVCVA to the Club as established practice during the term of the Lease. During the Term, LVCVA at its sole cost and expense shall keep and maintain, or cause to be kept and maintained, the Stadium and parking areas (as set forth in Schedule 4) in basic running order, condition and repair, reasonable wear and tear excepted, and in accordance with all applicable Laws and the Lease. LVCVA, at its sole cost and expense, shall provide all services, maintenance and repairs, either directly or thru third party providers, required under the Lease and to keep the Stadium, playing field, appurtenances and related parking in good repair and working order, including, but not limited to:

(i) LVCVA to provide one CSM (Customer Service Manager) for all games.

(ii) LVCVA to provide cleaning services before/during/after games, to the extent required by the Lease.

(iii) LVCVA will be responsible for all engineering maintenance and repair for Stadium.

(iv) LVCVA to provide one Communication Technician for all games.

(v) LVCVA will maintain the baseball field in basic running condition and repair.

(vi) LVCVA to provide baseball field labor and supplies for all games.

(vii) LVCVA to provide security (including fire prevention) for all games, to the extent required by the Lease.

(viii) LVCVA to provide parking services for all games.

(ix) Utilities shall be billed to the LVCVA for Stadium use.

(x) Maintain the parking areas on the Real Property in basic running condition and repair at all times as set forth in Schedule 4 and in compliance with the Lease.

LVCVA agrees that all of its services in connection with its management of the Stadium shall be at a standard no less than the level currently provided by LVCVA and consistent with the other minor league baseball stadiums.

(b) All revenues related to the operation of the Stadium and the Real Property will be paid to and belong to the LVCVA except for the cell tower contracts assumed by the City which revenues will belong to the City after December 31, 2017, including, but not limited to, all rent under the Lease, the landlord's share under the Lease of parking revenues, all advertising revenues and all concession revenues, any other revenues under the Stadium Contracts and all amounts payable under the existing cellular phone tower and cellular antennae contracts on the Real Property.

(c) All Stadium Contracts, including utilities, advertising contracts, service contracts, concession contracts and all other contracts required for the operation of the Stadium, will be maintained by LVCVA in the name of LVCVA and be paid by LVCVA. The LVCVA may enter into other stadium leases for not more than one (1) year in advance for non-baseball uses as long as the other leases comply with the Lease, the City is indemnified and held harmless from any action or liability related to the other lease, the City is an additional insured for the liability insurance for such lease and the LVCVA informs the City of such other leases. The term of any such other lease may not extend beyond the Term.

(d) Upon expiration of the Term, LVCVA will turn possession of the Stadium over to City. In connection therewith, LVCVA will deliver to City all items and information required to operate the Stadium, including, without limitation, all permits, licenses, manuals and warranties and at such time this Agreement and LVCVA's duties and obligations hereunder will terminate.

(e) LVCVA agrees to provide to City an annual report as to the operation of the Stadium, including a statement of revenues, expenses, profit and/or loss from the Stadium operations. Such report shall include any other information as to the operation of the Stadium of a material nature. The report will be submitted to City by LVCVA no later than sixty (60) days after the end of each baseball season and/or any playoff season of the Club. LVCVA will also promptly notify City of: (i) any casualty or damage to the Stadium other than ordinary wear and tear, (ii) any claims from third parties for personal injury or property damage and (iii) any significant and material matters raised by the Club regarding the Stadium and/or the Lease. Each Party shall designate an individual to be its point of contact for all matters related to the ongoing operation of the CF and the Stadium.

6. **Indemnity**. LVCVA agrees to hold harmless and indemnify City as follows:

(a) LVCVA hereby agrees to hold harmless and indemnify City Indemnified Parties from any Liabilities against or incurred by the City Indemnified Parties arising in any way whatsoever from the LVCVA's period of ownership and/or operation of the CF prior to the date of expiration of the CF Term, including without limitation any Liabilities related to Convention Contracts, any union contracts and/or collective bargaining agreements and employee claims, but excluding any claim or action caused by the City Indemnified Parties

(b) LVCVA hereby agrees to hold harmless and indemnify City Indemnified Parties from any Liabilities against or incurred by the City Indemnified Parties arising: (i) in any way whatsoever from the operation of the Stadium during the Term, including, without limitation, any Liabilities related to the Stadium Contracts or claims of the Club against City under the Lease resulting from LVCVA's failure to perform as required under this Agreement or (ii) from the LVCVA's period of ownership of the Stadium prior to the Effective Date but excluding any claim or action caused by the City Indemnified Parties.

(c) LVCVA hereby agrees to hold harmless and indemnify City Indemnified Parties from any Liabilities against or incurred by the City Indemnified Parties arising from a LVCVA Default.

(d) Any such indemnity does not apply to claims based upon City or City Indemnified Parties' negligent conduct.

7. **Insurance; Casualty**.

(a) City agrees at all times during the Term to maintain at its cost in full force and effect that property and casualty insurance coverage set forth on Schedule 2 attached hereto and to provide evidence of the annual renewal of such insurance to LVCVA no later than the then expiration date of such coverage. LVCVA agrees to reimburse City in the amount of City's cost

to maintain such insurance coverage as reasonably determined by City. City shall invoice LVCVA annually and will attempt to provide such invoice by August 1 of each year for the amount of such insurance. LVCVA agrees to pay to City the amount of the insurance reimbursement no later than thirty (30) days after receipt of such invoice.

(b) City agrees that in the event of any damage or destruction of the CF or the Stadium: (i) LVCVA will not be required to repair, restore or reconstruct the CF or the Stadium and (ii) and obligation of the landlord under the Lease to repair, restore or reconstruct the Stadium will be the obligation of City as landlord under the Lease.

(c) LVCVA will maintain the liability insurance covering the operations of the Stadium set forth on Schedule 3 at all times during the Term and to provide evidence of the annual renewal of such insurance to City no later than the then expiration date of such coverage. The City Indemnified Parties shall be named as additional insured parties and such notation shall appear on the certificate of insurance furnished to City by LVCVA's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The Certificate shall indicate that the insurance company or LVCVA cannot cancel the insurance without at least thirty (30) days prior written notice to the City. LVCVA will provide City with renewal certificates no later than thirty (30) days prior to the then expiration date of the coverage. All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible or self-insured retention may exceed $50,000 without the prior written approval of City.

8. **Default**.

(a) LVCVA shall be in default of this Agreement ("LVCVA Default") in the event LVCVA fails to perform any act to be performed by it or fails to manage the Stadium and/or the CF as required by this Agreement which failure is not cured by LVCVA within the relevant cure period set forth below. LVCVA shall cure any monetary default within five (5) business days after receipt of written notice from City. LVCVA shall cure any nonmonetary default within ten (10) business days after receipt of written notice from City; provided, however: (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then LVCVA shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion, provided that such nonmonetary default shall in all events be cured no later than within ninety (90) days.

(b) In the event of a LVCVA Default, City shall have the following rights and remedies:

(i) To terminate this Agreement and assume the management of the Stadium and remove LVCVA from the Real Property in which case LVCVA shall remain liable for all costs and expenses related to the management of the Stadium and the costs incurred by City under the Lease in performing the obligations which LVCVA is obligated to perform under this Agreement. All such costs and expenses shall be paid to City no later than ten (10) days after

City's delivery of a written notice and invoice. LVCVA agrees that it shall remain liable for the costs and expenses of the operation of the Stadium and the compliance with the Lease.

(ii) City may collect from and be reimbursed by LVCVA from any Liabilities incurred by the City Indemnified Parties as a result of a default under the Lease arising as a result of and /or caused by a LVCVA Default.

(iii) City may exercise any and all remedies available pursuant to Laws or granted pursuant to this Agreement.

(iv) No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at Laws or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Section 8, it shall not be necessary to give any notice, other than such notice as may be required in this Section 8.

(c) City shall be in default of this Agreement ("City Default") in the event City fails to perform any act to be performed by required by this Agreement which failure is not cured by City within the relevant cure period set forth below. City shall cure any monetary default within five (5) business days after receipt of written notice from LVCVA. City shall cure any nonmonetary default within ten (10) business days after receipt of written notice from LVCVA; provided, however, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then City shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion, provided that such nonmonetary default shall in all events be cured no later than within ninety (90) days.

(d) In the event of a City Default, LVCVA shall have the following exclusive rights and remedies:

(i) To institute and action to collect any amounts owed by City to LVCVA under this Agreement.

(ii) In the event of a City nonmonetary default to perform the action required of City and to obtain reimbursement from City for the LVCVA's cost of such performance no later than thirty (30) days after receipt of LVCVA's invoice.

LVCVA agrees that in no event shall LVCVA have the right to terminate this Agreement and/or suspend its obligations and services under this Agreement as a result of a City Default.

(e) All amounts due hereunder from a Party which are not paid when due shall bear interest accruing at the daily rate of 0.00028% from the date due until paid in full and any

payments shall be first applied to accrued unpaid interest on the unpaid amount and then to the principal amount of the unpaid amount.

9. **Miscellaneous.**

(a) Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:	City of Las Vegas, Nevada c/o Economic and Urban Development Department 495 South Main, 6th Floor Las Vegas, 89101 Fax: (702) 385-3128 Attn: William Arent
	City Attorney Office
And:	City Hall, Sixth Floor 495 South Main Street Las Vegas, NV 89101 Fax: (702) 368-1749 Attn: Teresita Ponticello
If to LVCVA:	Las Vegas Convention and Visitors Authority 3150 Paradise Road Las Vegas, NV 89109 Attn: Luke Puschnig, Esq. Fax: (702) 892-7512

(c) Dispute Resolution. (i) The laws of the State of Nevada govern the enforcement, and interpretation of this Agreement. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Clark County, Nevada before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction.

(ii) This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The exclusive venue for any action

related to this Agreement will be the federal and state courts sitting in Clark County, Nevada. The Parties irrevocably consent and submit to the jurisdiction of such courts and waive any objection based on venue of forum *non conveniens* with respect to any action instituted in those courts arising under this Agreement or in any way connected or related or incidental to the dealings between them in respect to this Agreement, or any related transactions, in each case whether now existing or later arising, and whether in contract, tort, equity or otherwise, and the Parties agree that any dispute with respect to any of those matters will be heard only in the courts described above.

(d) Entire Agreement. This Agreement, the recitals to this Agreement, exhibits and schedules attached hereto are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

(e) Counterparts; Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission (including pdf and jpeg format), each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

(f) Headings and Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms "includes," "including," or "include" as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, "includes without limitation, "including, without limitation" and "include without limitation."

(g) Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Las Vegas, Nevada. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Las Vegas, Nevada, on the next Business Day.

(h) Time is of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to effectuate the transactions contemplated in this Agreement.

(i) Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid

and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

(j) Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties, and their respective successors and permitted assigns.

(k) Further Acts. In addition to the acts recited in this Agreement to be performed by the Parties, the Parties agree to perform or cause to be performed on or after the Effective Date any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

(l) Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

(m) Other Parties. The relationship of the Parties hereto is solely that as provided in this Agreement and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

(n) Discretion. If a Party is given the right to exercise its discretion, then unless otherwise provided herein such discretion may be exercised by such Party in its sole and absolute discretion, for any reason or no reason, and neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

(o) No Recording. Neither this Agreement nor any memorandum or notice thereof shall be recorded unless the Parties otherwise mutually agree in writing.

(p) Confidentiality. The Parties agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other or except as may be required by court order or by Laws, including the Nevada Open Meeting Laws and Public Records Laws.

(q) Preparation of Agreement. This Agreement has been negotiated by the Parties. The Parties agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the City and LVCVA hereto have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS

By: _____
Carolyn Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

M. Lucchese 3-21-17
_____
Date

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

By: _____
Rossi Ralenkotter, President/CEO

SCHEDULE 1
INTENTIONALLY DELETED

SCHEDULE 2

City Property Insurance

1- Policy limits will provide Property damage coverage equal to, or greater than, those shown on the Statement of Values.
2- Property coverage will be at full Replacement Cost for assets insured on the policy.
3- Coverage to include Business Interruption and or Loss of Rents.
4- Coverage to insure against "All Risk" perils; except for normal policy exclusions and earth movement/earthquake losses.
5- Coverage to include loss or damage from the peril of Flood.
6- Deductibles will be no greater than $50,000 for all losses; except for the peril of Flood at a $100,000 deductible per loss.

SCHEDULE 3

LVCVA Liability Insurance
(see attached certificate)

LASVEGA-37 KTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
Kaercher Insurance 9555 Hillwood Drive Suite 140 Las Vegas, NV 89134	PHONE (A/C, No, Ext): (702) 304-7800	FAX (A/C, No): (702) 386-7970
	E-MAIL ADDRESS	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity	18058
INSURER B: National Union Fire Insurance	19445
INSURER C: Safety National Casualty	15105
INSURER D: ACE American Insurance Company	22667
INSURER E:	
INSURER F:	

INSURED
Las Vegas Convention
and Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK1527724	08/01/2016	08/01/2017	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X $10,000 SIR						MED EXP (Any one person)	$ Excluded
	X Per Claim						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1527724	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			023073358	08/01/2016	08/01/2017	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			SP4055523	08/01/2016	08/01/2017	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Public Officials			G21656586013	08/01/2016	08/01/2017	Liability	10,000,000
B	Public Officials			016053735	08/01/2016	08/01/2017	Excess Liability	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

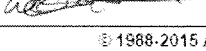
CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: LASVEGA-37 KTORRES

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Kaercher Insurance		Las Vegas Convention and Visitors Authority 3150 Paradise Road Las Vegas, NV 89109
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability Layers:
Excess Liability - $25,000,000 excess of $25,000,000
Navigators Insurance Company
Policy #LA16EXC878766IV

Excess Liability - $25,000,000 excess of $50,000,000
Endurance American Insurance Company
Policy #EXC10007458801

Excess Liability - $25,000,000 excess of $75,000,000
Federal Insurance Company
Policy #79736487

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SCHEDULE 4

Operating Systems and Services

After the CF is mothballed and consistent with the mothballed status of the CF, the LVCVA will be responsible for routine costs and expenses related to upkeep, repairs, and basic maintenance services to the CF during the term of the operating agreement, which will include the following: full time security services, parking lot maintenance up to and including the pavement, curb, gutter, sidewalks and lighting, all landscaping services, both for the stadium, CF, and perimeter areas. Such upkeep, repairs, and basic maintenance services to the CF is to maintain basic running conditions and to meet applicable life-safety code requirements (ie, fire suppression, elevator inspections, etc.), and also to include but not limited to monthly operation of the air handlers and other HVAC and plumbing equipment in order to ensure those systems do not deteriorate due to non-use. The LVCVA will continue to pay for all utilities, trash, permits and pest control for the entire Real Property during the term of this Operating Agreement. The LVCVA will be responsible for emergency repairs to the Stadium."

Las Vegas Convention & Visitors Authority

* Cashman Carrying Cost Analysis

Tuesday, February 28, 2017

Vendor	Type	Amount	Justification
City of Las Vegas	Sewer	18,408.00	260 fixtures not associated with stadium ($70.80/year)
City of Las Vegas	Permits	-	No incremental permit costs for meeting rooms/halls
Las Vegas Valley Water District	Water	3,000.00	260 fixtures not associated with stadium (must run water to maintain seals) Estimate 750,000 gallons @ $3.84/1000 gallons
LVCVA	Grounds	-	Average one additional grounds technician to account for off-season exterior grounds maintenance; plus supplies ($12,000)
LVCVA	Engineering	-	Average one additional engineering technician to account for off-season electrical/plumbing maintenance
LVCVA	Client Services	-	Limited services performed for 51's during off-season
LVCVA	Pest Control	-	No incremental pest control costs for meeting rooms/halls
LVCVA	Security	100,000.00	Average one additional security officer to account for off-season building monitoring
LVCVA	Life-Safety	10,000.00	Fire hydrant, fire alarm, wet/antifreeze system, fire extinguisher testing/maintenance
LVCVA	Maintenance	29,185.00	Hoist/transformer/elevators
LVCVA	Contingency	2,000.00	Estimated cost of broken glass, lights, etc....)
NV Department of Taxation	Business Tax	-	No incremental tax for meeting rooms/halls ($5000/annual)
NV Energy	Power	45,000.00	Chiller needs to cool additional rooms or it will shut down due to too small of a load so rooms/theater must get cooled periodically
Republic Services	Trash	-	All trash associated with stadium
Southwest Gas	Gas	2,000.00	Mitigate risk of freezing in certain non-stadium areas
		209,593.00	

* Costs associated with dormant meeting rooms, exhibit halls, and theater

Site Map
CASHMAN

APN's 139-27-709-001 and 139-26-301-004



City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
Discussion for possible action to approve settlement of Jane Doe v. City of Las Vegas, et al., Case No. 2:16-cv-1979-GMN-VCF in the United States District Court ($160,000 - Tort Liability Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $160,000
Funding Source: Tort Liability Fund
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
On or about September 1, 2016, the city of Las Vegas and three of its employees were served with a copy of a Summons and Complaint in Jane Doe v. City of Las Vegas, et al. Claimant's allegations concern injuries allegedly caused by a third-party participant in a program within the Department of Parks and Recreation division. After extensive discovery, Claimant agreed to accept a total of $160,000 as and for a complete settlement and a release of all of her claims against the municipal organization and its employees.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
Discussion for possible action regarding the Fiscal Year 2018 Tentative budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency - All Wards [NOTE: This item will be heard after the Planning Discussion items]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and review of the Fiscal Year 2018 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency with a focus on projected revenues and allow Council the opportunity to provide guidance relative to appropriation levels and resource priorities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding the review of and selection from various processes for the recruitment of a City Manager, including possible authorization for the Human Resources Director to execute a contract with an executive search firm (Not-to-exceed $50,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: Not-to-exceed $50,000
Funding Source: General Fund
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
The current City Manager has announced her retirement for mid-July. In order to seek applicants to fill this position, staff is seeking direction and approval of the use of a recruiting firm to assist in the process.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action to approve an exclusive franchise agreement with Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada and Republic Dumpco, Inc. for the collection, transportation and disposal of solid waste and provide any appropriate direction to staff - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Republic Services of Southern Nevada currently holds an exclusive franchise with the City of Las Vegas that expires on February 21, 2021. A new agreement is being proposed that will implement single-stream residential recycling, and will be effective from July 1, 2016 through June 30, 2033. Republic Services will continue paying a franchise fee of 5% of gross receipts to the City. Additional franchise and environmental fees can be implemented at the City's option and passed through to customers. The City will receive an annual service credit of $500,000 the first year, with annual increases of $200,000. Beginning July 1, 2021, the annual credit will be capped at $1,300,000 and adjusted annually based on CPI-U. The City will also receive a $300,000 annual allowance for Code Enforcement and a $40,000 administrative fee.
(Continued on Agenda Memo)

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Franchise Agreement for Collection, Transportation and Disposal of Solid Waste Between the City of Las Vegas and Republic Silver State Disposal, Inc. and Republic Dumpco, Inc.

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 5, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: Republic Silver State Disposal, Inc. d/b/a Republic Services of Southern Nevada and Republic Dumpco, Inc.

PURPOSE/BACKGROUND: (continued from Agenda Summary Page)

The City reserves the right to exclude up to 30% of its annual volume of sewage waste for other purposes, increasing to 40% on July 1, 2021 and 50% after July 1, 2026.

Customer rates will be adjusted annually based on the previous year's CPI-U or the 5-year average change in the CPI-U, whichever is greater. Customer service requirements, formerly part of the ordinance, have been incorporated into the new agreement. The agreement also includes insurance, bonding and indemnification provisions.

FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE

Between

THE CITY OF LAS VEGAS

and

REPUBLIC SILVER STATE DISPOSAL, INC.

and

REPUBLIC DUMPCO, INC.

FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE
TABLE OF CONTENTS

Section	Title	Page
Section 1	Chapter 9.08 of the Las Vegas Municipal Code	3
Section 2	Duration	4
Section 3	Existing Franchise Superseded; Exclusivity	4
Section 4	Tipping Fees; Annual Credit; Code Enforcement Allowance	5
Section 5	Sewage Waste Collection	7
Section 6	Required Services; Local Office; Customer Service; Recycling; Household Hazardous Waste; Truck Replacement	16
Section 7	Transfer Stations	25
Section 8	Business Licenses; Franchise and License Fees; Pass Through Charges	25
Section 9	Books, Records and Audits	28
Section 10	Security for Performance	30
Section 11	Insurance	32
Section 12	Industrial Insurance	33
Section 13	Indemnification	33
Section 14	Noise	39
Section 15	Right to Cure Missed Collections	39
Section 16	Rates; Adjustments; Termination by Franchisee	40
Section 17	Records and Reports for Recycling	41
Section 18	Default; Cure; Termination for Cause	42
Section 19	Successors and Assigns	43
Section 20	Termination; Option to Lease Facilities and Equipment	43
Section 21	Conflicts with Existing Code Provisions	45
Section 22	Waivers	45
Section 23	Independent Contractor	46
Section 24	Notices	46
Section 25	Severability	46
Section 26	Public Purpose	47
Section 27	Remedies; Injunctive Relief	47
Section 28	Governing Law; Jurisdiction; Attorney's Fees	47
Section 29	No Third-Party Beneficiaries	48
Section 30	Public Records	48
Section 31	Time is of the Essence	48
Section 32	Construction of Agreement	49
Section 33	Complete Agreement; Modification	49
Section 34	Force Majeure	49
Section 35	Counterparts	49

FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE

This FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE (this "Franchise Agreement") is executed to be effective the _____ day of _____, 2017 (the "Effective Date") between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), Republic Silver State Disposal, Inc., a Nevada corporation d/b/a Republic Services of Southern Nevada ("Franchisee"), and Republic Dumpco, Inc., a Nevada corporation ("Dumpco").

RECITALS

WHEREAS, the City is authorized to enter into this Franchise Agreement pursuant to its City Charter and the Nevada Revised Statutes ("NRS"), and the City may, pursuant to NRS 268.081, grant an exclusive contract, in whole or in part, to any person to collect and dispose of solid waste; and

WHEREAS, federal and state regulations mandate environmentally sound solid waste collection, transportation and disposal; and

WHEREAS, it is declared to be the policy of the City to regulate the collection, transportation and disposal of solid waste, sewage waste, residential recycling and household hazardous waste drop-off in a manner consistent with federal and state laws; and

WHEREAS, the City is authorized, pursuant to the Charter of the City of Las Vegas and applicable provisions of general laws of the State of Nevada, to enter into this Franchise Agreement and may, pursuant to NRS 268.081, grant an exclusive contract to any person to perform collection, transportation and disposal of "garbage and other waste", which collectively refer to solid waste herein; and

WHEREAS, solid waste and sewage waste collection, transportation and disposal service and curbside recycling are presently provided by Franchisee within the City under the "Garbage Disposal Agreement" dated December 31, 1985, as amended by that certain Memorandum of Understanding Amending the Garbage Disposal Agreement dated July 12, 1999 (the "Existing Franchise"); and

WHEREAS, although the Existing Franchise constitutes a binding contract between City and Franchisee which will remain in effect through February 1, 2021, the parties now desire to terminate all prior agreements, including the Existing Franchise, and enter into this Franchise Agreement; and

WHEREAS, the City Council has determined that franchised solid waste service, sewage waste, residential recycling service, and household hazardous waste service provide the most effective approach to environmentally sound and economical solid waste collection and disposal services; and

WHEREAS, the City desires to continue providing environmentally sound solid waste, sewage waste, residential recycling and household hazardous waste collection, transportation and disposal services to residents and businesses within the municipal boundaries of the City; and

WHEREAS, Franchisee represents it is willing and able to continue to perform environmentally sound solid waste, sewage waste, residential recycling and household hazardous waste collection, transportation and disposal services within the municipal boundaries of the City; and

WHEREAS, the City and Franchisee desire to replace the Existing Franchise in its entirety to make it consistent with the City's solid waste ordinance and to include implementation of residential recycling through single stream recycling; and

WHEREAS, the City Council has determined that it is in the best interests of the residents of the City that the Existing Franchise be replaced in its entirety with the terms and conditions of this Franchise Agreement.

NOW THEREFORE, for and in consideration of the agreements and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereto acknowledges, the parties hereby agree to the following terms and conditions:

SECTION 1: CHAPTER 9.08 OF THE LAS VEGAS MUNICIPAL CODE

All terms, phrases, words and derivations of such words used in this Franchise Agreement shall be defined as provided by Chapter 9.08 (Solid Waste) of the Las Vegas Municipal Code (the "Code") or as specifically provided by this Franchise Agreement. If there is a conflict between a term defined

specifically by this Franchise Agreement and the Code, the definition as provided by Section 9.08 shall prevail except as set forth below. After the Effective Date, both parties agree that the City may amend sections in Chapter 9.08; however, Franchisee is not required to comply with any such amended sections if those changes are in conflict with this Franchise Agreement or the operation of this Franchise Agreement.

SECTION 2: DURATION

This Franchise Agreement replaces the Existing Franchise in its entirety upon the Effective Date, and the term and conditions of this Franchise Agreement are operative from July 1, 2016 until 11:59 p.m. on June 30, 2033, unless otherwise terminated, amended or extended pursuant to the terms of this Franchise Agreement or the Code.

SECTION 3: EXISTING FRANCHISE SUPERSEDED; EXCLUSIVITY

A. As of the Effective Date, the terms, conditions, covenants and agreements contained in the Existing Franchise are superseded by the terms, conditions, covenants and agreements contained in this Franchise Agreement, and this Franchise Agreement shall become the sole exclusive contract between the parties for the collection, transportation and disposal of solid waste, residential recycling and household hazardous waste drop-off service within the City. Furthermore, City and Franchisee agree to extinguish, void or terminate all prior agreements that exist between the parties outside of the Existing Franchise should such action be required within ninety (90) days of the Effective Date. The following is a list of the existing agreements: Garbage Disposal Agreement dated December 31, 1985; 1994 Tipping Fees Agreement; 1997 City Council Consents to Assignments; 1999 Memorandum of Understanding Amending December 31, 1985 Garbage Disposal Agreement; 2005 Sewage Waste Disposal Services Contract; 2010 Sewage Waste Disposal Services Contract Extension Letter; 2010 Amended Tipping Fees Agreement; 2015 Sewage Waste Disposal Contract Modification No. 1; 2015 Sewage Waste Disposal Contract Modification No. 2; and 2016 Sewage Waste Disposal Contract Modification No. 3 (collectively, the "Existing Agreements"). If formal action to extinguish, void or terminate the Existing Agreements is not required, both parties agree that the Existing Agreements are

terminated and replaced by this Franchise Agreement.

B. Subject to the terms and conditions contained in this Franchise Agreement and the Code, the City hereby grants to Franchisee the exclusive right to collect, transport, and dispose of all solid waste, residential recycling and household hazardous drop off service, except as otherwise provided by this Franchise Agreement or Section 9.08.060 of the Code, within the corporate boundaries of the City, as the same now exists or may be annexed in the future. The City further grants the Franchisee the exclusive right to collect, transport, and dispose of all sewage waste as set forth in Section 5 of this Franchise Agreement.

SECTION 4: TIPPING FEES; ANNUAL CREDIT; CODE ENFORCEMENT ALLOWANCE

A. As of the Effective Date, tipping fees shall be calculated at the rate of $35.28 per ton and will increase annually based upon the CPI-U calculation set forth in this Franchise Agreement and the Code. Adjustments shall be effective on July 1 of each year. Tipping fees are hereinafter defined as the fees charged by Franchisee to City to dispose of each ton of solid waste at the Apex Regional Landfill ("Apex") operated by Franchisee within Clark County, Nevada ("City Tipping Fees"). Franchisee has the sole right to determine how solid waste is measured and the amount of tipping fees charged to any party other than the City in compliance with this Franchise Agreement. However, Franchisee must comply with the rate for City Tipping Fees charged to the City as set forth in this Franchise Agreement.

B. City vehicles may dispose of solid waste, including construction and demolition waste collected in the normal and customary course of City business that is not in competition with Franchisee, its affiliates or this Franchise Agreement at Apex. Franchisee shall provide City with an annual credit amount for Tipping Fees and solid waste service fees (the "Annual Credit"). Beginning on July 1, 2016, Franchisee agrees to provide the City an Annual Credit of $500,000. Thereafter, on each successive date of July 1st for the next four (4) years, the Annual Credit will increase by $200,000 each year such that on July 1, 2020, the maximum amount of the Annual Credit paid by Franchisee to City will be $1,300,000. Beginning on July 1, 2021, the Annual Credit of $1,300,000 will increase by the

amount of the CPI-U provided for in this Franchise Agreement and Section 9.08.240 of the Code. The Annual Credit shall be: (a) adjusted upwards annually based upon the percentage change in the CPI-U in accordance with this Franchise Agreement and Section 9.08.240 of the Code; and (b) pro-rated on a per diem basis, when applicable. The Annual Credit may be utilized to offset charges by the Franchisee for the following services provided to the City: solid waste collection for small containers, industrial accounts, commercial services, recycling collection accounts, street sweeping and disposal services at Apex. The Annual Credit is for the exclusive use of the City and is not transferable to any other party, entity or operator or other government agency. Furthermore, City agrees to utilize Franchisee's services for collection, transportation, and disposal of all solid waste; sewage waste that is transported and disposed by Franchisee; and recyclables generated by City which are transported by Franchisee during the term of this Franchise Agreement. For any amount of the Annual Credit that is not used by City by June 30th of each year Franchisee agrees to pay City the difference between the used Annual Credit and the unused Annual Credit. The amount owed to City, if any, will be paid by Franchisee within sixty (60) days of receiving an invoice from City. In no event shall the total of used Annual Credit and unused Annual Credit exceed the annual amounts set forth in this Section 4(B) unless adjusted for CPI-U pursuant to this Franchise Agreement and Section 9.08.240 of the Code. Franchisee shall submit an itemized statement to the City on a quarterly basis which shows the current Tipping Fees, the number of tons tipped, and solid waste collection, transportation and disposal fees which will reflect the services provided to the City, the Annual Credit allotted to the City, and the amount of the Annual Credit that has been used. The Annual Credit shall not extend to transportation and disposal of sewage waste and waste from the Clark County Regional Flood Control District serviced by the City or any other entity that the City is acting as an agent for or entity that the City has contracted with for City services. The Clark County Regional Flood Control District serviced by the City shall be subject to Franchisee's, and its affiliates, standard tipping and solid waste service fees. The City agrees that it shall not use the Annual Credit to pay any third parties for collection, transportation or disposal of solid waste, sewage waste or recyclables in connection with any program, service or pilot

program implemented by the City.

C. By no later than July 1 of each calendar year, Franchisee shall pay the City three hundred thousand dollars ($300,000.00) to offset the cost of code enforcement services ("Code Enforcement Allowance"). The Code Enforcement Allowance shall be (a) pro-rated on a per diem basis, when applicable; and (b) adjusted upwards annually based upon the percentage change in the applicable CPI-U in accordance with this Franchise Agreement and Section 9.08.240 of the Code. If Franchisee determines that its code enforcement issues are not being adequately addressed, the City agrees to meet with Franchisee and develop a plan to ensure that this Franchise Agreement and Chapter 9.08 of the Code is being enforced to the satisfaction of Franchisee and City. As part of the plan, Franchisee may ask the City to dedicate an average of up to forty (40) hours of time on a weekly basis to resolve any solid waste code enforcement or Franchise Agreement issues.

SECTION 5: SEWAGE WASTE COLLECTION

A. The Parties acknowledge that sewage waste, and the collection, transportation and disposal of such waste, is part of this exclusive Franchise Agreement. However, the Franchisee acknowledges that the City may exclude up to a specified amount of the daily volume of sewage waste produced by the City from this Franchise Agreement as provided in this Section 5(G).

B. The Franchisee shall collect, transport and dispose of one-hundred percent (100%) of the Non-Excluded Sewage Waste as defined in Section 5(G) of this Franchise Agreement, produced by the City during the term of this Franchise Agreement.

C. The City shall pay Franchisee $20.31 per wet ton for sewage waste disposal services. A Wet Ton means 2,000 pounds of sewage waste. The total estimated annual requirement is approximately 57,000 Wet Tons (average 155 tons per day). Except as set forth in this Franchise Agreement, Franchisee shall collect, transport and dispose of the City's sewage waste at this price regardless of whether the actual requirement is higher or lower than the estimate.

D. The unit price set forth in Section 5 (C) above shall be subject to applicable CPI-U increases made pursuant to the Code and this Franchise Agreement. Increases shall be effective on July 1 of each year.

E. As provided by this Franchise Agreement, Franchisee shall pay a franchise fee on its cash receipts from collection, transportation and disposal of the City's sewage waste. If any jurisdiction other than the City imposes a franchise fee on Franchisee based on its sewage waste service required by this Section 5, Franchisee shall be solely responsible for such franchise fee and shall not pass it through to the City.

F. The City shall pay reasonable costs incurred by Franchisee as a result of non-conforming sewage waste as described in subsection (T) of Section 5 of this Franchise Agreement. Costs may include but are not limited to, transporting costs, preparing to transport costs, and any disposal costs associated with the non-conforming sewage waste, provided that Franchisee shall obtain approval from the Project Manager before incurring additional costs associated with non-conforming sewage waste. For purposes of this Franchise Agreement, a "Project Manager" means the City representative who is responsible for the coordination of performance between City and Franchisee.

G. The City reserves the right to exclude from this Franchise Agreement up to 50% of the daily volume of sewage waste up to a maximum of 30% of the annual volume of sewage waste produced by the City (the "Excluded Sewage Waste"). The remaining sewage waste shall be considered non-excluded sewage waste ("Non-Excluded Sewage Waste"). The daily volume of sewage waste shall be determined by the total volume of the prior calendar year's total sewage waste produced by the City and divided by 365 ("Daily Volume"). The City shall calculate and notify Franchisee of the tonnage available for Excluded Sewage Waste on an annual basis. Should the City choose to enter into a contract whereby the terms of such contract for the collection of Excluded Sewage Waste allow a company to haul up to a maximum of 50% of the Daily Volume, the parties will comply with the procedures set forth in Section 5 (MM) and Section 5 (NN). Excluded Sewage Waste shall not be considered sewage waste for any purpose. The City and Franchisee shall agree upon a schedule for

the Franchisee's collection of the remaining Non-Excluded Sewage Waste thereafter as set forth in Section 5 (MM) and Section 5 (NN). The parties agree that all Non-Excluded Sewage Waste and Excluded Sewage Waste is not a service that is included in the Annual Credit more fully described in Section 4 of this Franchise Agreement. City agrees that it will not transfer the right to dispose of any Excluded Sewage Waste to another solid waste transportation company or any other company for disposal at a location in Clark County, Nevada at any location other than Apex.

H. The Parties shall review the Daily Volume of sewage waste that may be declared as Excluded Sewage Waste every five (5) years on the anniversary of the Effective Date of this Franchise Agreement, but the City has the right to declare any portion of its sewage waste as Excluded Sewage Waste up to the maximum amount permitted by this Franchise Agreement upon sixty (60) days notice to the Franchisee, and the City has the right to make such declaration in its sole discretion, whether at one time or multiple times during any given period of time as delineated herein. At any time on or before July 1, 2021, City has the right to declare any amount up to a maximum of 30% of the annual sewage waste as Excluded Sewage Waste. At any time between July 1, 2021 and July 1, 2026, City has the right to declare any amount up to a maximum of 40% of the annual sewage waste as Excluded Sewage Waste. At any time between July 1, 2026 and the termination of this Franchise Agreement, City has the right to declare any amount up to a maximum of 50% of the annual sewage waste as Excluded Sewage Waste. Should the City exercise its right to declare any portion of its sewage waste as Excluded Sewage Waste as indicated above, City will provide Franchisee with a minimum of sixty (60) days prior written notice. Both parties must agree on the collection process for Excluded Sewage Waste and Non-Excluded Sewage Waste as set forth in Section 5 (MM) and Section 5 (NN). The written notice must include how much of the remaining volume of Non-Excluded Sewage Waste may be declared as Excluded Sewage Waste.

I. Franchisee shall submit invoices to the City by the twentieth (20^{th}) of each month for the previous month's charges for services. All invoices should identify the performance dates covered, identify the item against which charges are made, state the date of the invoice and reference the

associated purchase order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to Franchisee will be made in full within thirty (30) calendar days.

J. The services contemplated in this Section 5 are not "regular or periodic services" under Las Vegas Municipal Code Chapter 9.08 and are not subject to advance payment.

K. Franchisee shall load its vehicles with sewage waste directly from the sludge cake hoppers in the Mechanical Sludge Dewatering Building at the Water Pollution Control Facility ("WPCF"). Franchisee's drivers shall operate the City's loading equipment at the WPCF. The City shall provide Franchisee with a written standard operating procedure ("SOP") for the equipment. Franchisee is responsible for ensuring that all Franchisee operators are provided with the SOP and are familiar with it. If a Franchisee employee working at the WPCF is unsure of proper operating procedures, he or she shall advise WPCF operators before beginning loading operations.

L. Sewage waste shall be transported by the Franchisee from the WPCF to Apex where it shall be properly and legally disposed. The primary method of disposal shall be sanitary landfilling; however, Franchisee may use alternative methods of disposal that are approved by the Southern Nevada Health District and are in full compliance with all federal, state and local regulations. Prior to implementing an alternative method, Franchisee and City shall meet and confer for approval of an alternate method.

M. If the Franchisee, or its consultants, agents, affiliates or contractors process the sewage waste in such a manner as to extract precious metals and rare elements, including, but not limited to copper, gold, silver, palladium, platinum or vanadium, or any other substance of substantial value, notwithstanding any provision of the Franchise Agreement, the Franchisee shall pay to the City 50% of the net proceeds of the sale of such metals and substances, instead of the baseline franchise fee on the net proceeds of the sale of such metals or substances. If the Franchisee disposes of the sewage waste by selling the sewage waste to a third party, instead of using the sewage waste for sanitary landfilling, notwithstanding any provision of the Franchise Agreement herein, the Franchisee shall pay the franchise fee on the gross proceeds of such sale.

N. The City's capacity to store sewage waste is finite and it is of prime importance to remove the sewage waste at a rate that will not delay or hamper WPCF's operations. Therefore, subject to the limitations set forth in Section 5(H), and subject to the provisions of 5(NN) herein, Franchisee shall empty and remove all Non-Excluded Sewage Waste from the WPCF at least once each day, seven days per week; provided, however, this requirement does not apply during periods of construction or other activities at the City's WPCF which stop the production of sewage waste. The WPCF will notify Franchisee of requirements twice each day, once early in the morning and again in the early afternoon. As needed, the Project Manager and Franchisee Representative may develop a different, mutually acceptable method of notification to alert the Franchisee when pickups should be made.

O. From time to time, the City's daily production of sewage waste will be significantly greater than the "average" production. The projected maximum production at the time of the Effective Date is 250 tons per day. This maximum will increase over the term of this Franchise Agreement. Franchisee shall ensure that the maximum production can be disposed of in a timely manner so as not to interfere with WPCF operations. The City shall work with the Franchisee to establish schedules that are mutually acceptable.

P. In the event sewage waste production is greater than 15 percent more than the maximum requirement of 250 tons per day, the City shall give Franchisee a minimum of seven (7) days advance notification. If the City fails to provide timely notification and Franchisee is unable to dispose of the excess sewage waste above 115 percent of the maximum, Franchisee shall not be liable for any costs incurred if the City elects to utilize its own resources as detailed in this section.

Q. The City shall notify Franchisee at least every six (6) months of any increase in the average and maximum daily requirements in order that Franchisee can make arrangements to have resources available to perform under the terms of this Franchise Agreement.

R. In the event WPCF operations are jeopardized by Franchisee's failure to timely remove sewage waste, the City reserves the right to utilize its own resources to dispose of sewage waste and

to invoice Franchisee for costs incurred in excess of the costs which would have been incurred had Franchisee removed the waste. Franchisee shall remit payment of such costs to the City within thirty (30) calendar days of its receipt of the invoice for such costs.

S. Franchisee shall provide sufficient personnel and equipment necessary to perform services in full compliance with this Franchise Agreement.

T. Franchisee shall provide the City with annual scale calibration certificates for the scales used to determine the weight of sewage waste. Franchisee shall also provide each month the records (weight slips) of the daily measurements of the weight of sewage waste it transports.

U. Upon written request, the City shall provide Franchisee with the results of sewage waste testing that is required under the City's discharge permit. Franchisee shall provide the City with a split of any and all samples taken by Franchisee of the City's sewage waste unless the City waives in writing its right to receive a split of any or all samples. No mixing of sewage waste with any other material shall be permitted prior to testing.

V. Franchisee shall notify the Project Manager if the City's sewage waste is discovered to be non-conforming with the limits set forth in 40 CFR 258.20 and 40 CFR 258.28.

W. City will provide in writing to Franchisee the name, telephone number and mailing address of the designated Project Manager. The City will provide written notice to Franchisee, should there be a subsequent Project Manager change. The Project Manager will be Franchisee's principal point of contact at the City regarding any matters relating to sewage waste, will provide all general direction to Franchisee regarding performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or change any material terms of this Section. Franchisee will provide in writing to the City the name, telephone number and mailing address of the designated Franchisee Representative. Franchisee will provide written notice to the City, should there be a subsequent Franchisee Representative change. The City has the right to assume that Franchisee Representative has full authority to act for Franchisee on all matters arising under or relating to sewage waste.

X. Franchisee warrants that the services shall be performed in full conformity with this Section 5, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of Franchisee to perform the services in accordance with this Section 5, Franchisee shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

Y. During the entire performance period of this Section 5, Franchisee shall maintain all federal, state, and local licenses and registrations applicable to the work performed under this Section

Z. The City grants to Franchisee the right of ingress, egress and access onto designated areas at the WPCF premises 24 hours a day, 7 days a week in order to perform its sewage waste disposal services. The City warrants that any right-of-way provided by the City is sufficient to bear the weight of all Franchisee vehicles required to perform sewage waste services. The City shall maintain at its expense the rights-of-way in good condition and fully paved for the Franchisee's ingress.

AA. Franchisee shall be liable for any intentional or negligent damage to City property directly resulting from its performance of services for all sewage waste or Non-Excluded Sewage Waste. Franchisee will pay for any damage as invoiced by the City within thirty (30) days from the receipt of the invoice. Franchisee will not be liable for any damage caused by a third party hauling Excluded Sewage Waste.

BB. Franchisee shall comply with all security requirements governing access to and operations at the WPCF, including any new requirements that may be imposed during the term of this Section 5. The City shall provide reasonable notification to Franchisee of any changes and shall work with Franchisee to minimize any disruption to services if security requirements change.

CC. Notwithstanding any provision of Las Vegas Municipal Code 9.08, no lien may be recorded against City property on any matter related to or arising under this Section 5.

DD. For each claim or dispute arising between the parties under this Section 5, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter

cannot be successfully resolved in this manner, the City and Franchisee may resolve the claim or dispute through litigation as set forth in Section 28 of the Franchise Agreement.

EE. Should the timely performance of this Section 5 be jeopardized by the non-availability of City provided personnel, data, or equipment, Franchisee immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise Franchisee in writing of the action which will be taken to remedy the situation.

FF. Franchisee shall advise the City in writing of an impending failure to perform its obligations under the terms of this Section 5. Notice shall be provided as soon as Franchisee is aware of the situation; however, such notice shall not relieve Franchisee from any existing obligations regarding performance or delivery, provided that such failure to perform is not caused by the City's actions.

GG. Franchisee shall procure and maintain, at its own expense, during the entire term of this Section 5, the insurance set forth in Sections 11 and 12 of this Franchise Agreement.

HH. Neither party may assign their rights nor delegate their duties under this Section 5 without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Section 5.

II. The failure of the City to enforce any of the provisions of this Section 5, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Section 5, or to affect the right of the City to thereafter enforce each and every provision of this Section 5. Waiver of any breach of this Section shall not be held to be a waiver of any other or subsequent breach of this Section 5.

JJ. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Section 5.

KK. For all Non-Excluded Sewage Waste, the City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Section 5 in any

one or more of the following:

i. Description of services to be performed.

ii. Timing of performance (i.e., hours of the day, days of the week, etc.).

iii. Place of performance of the services.

LL. If any such change causes an increase in the cost of, or the time required for, performance of any part of the work under this Section 5, whether or not changed by the order, the City shall make an equitable adjustment in the sewage waste price, the delivery schedule, or both, and shall modify this Section 5 accordingly.

MM. The parties desire to maintain continuity of sewage waste collection service from WPCF on a daily basis. Therefore, Franchisee and City will meet and agree upon the schedule whereby a third party can collect up to a certain percentage of the Excluded Sewage Waste from the WPCF on a daily basis. In order for Franchisee to remain available at all times to collect all Emergency Excluded Sewage Waste as set forth in Section 5 (NN), City agrees to develop a schedule that only allows a third party to collect up to fifty percent (50%) of the daily volume of Excluded Sewage Waste from WPCF. Franchisee will then collect the remaining percentage of Non-Excluded Sewage Waste from the WPCF on a daily basis.

NN. If the third party transporting the Excluded Sewage Waste fails to collect and transport any Excluded Sewage Waste, the City may ask Franchisee for an emergency collection, transportation and disposal of any or all of the Excluded Sewage Waste from the WPCF ("Emergency Excluded Sewage Waste"). Franchisee agrees to collect and transport all Emergency Excluded Sewage Waste within six (6) hours of notification from City. Upon the City's notification to Franchisee to begin transporting and disposing of Excluded Sewage Waste, Franchisee will charge the City the existing Non-Excluded Sewage Waste rate at the time of notification plus an additional $2.50 per wet ton which will increase based upon the CPI adjustment set forth in Section 16 of this Franchise Agreement and Section 9.08.240 of the Code, to cover increased labor and depreciation costs incurred by Franchisee. Franchisee will send City an invoice within thirty (30) days of collection, transportation and disposal of

the Emergency Excluded Sewage Waste. City agrees to pay Franchisee in full within thirty (30) days of receipt of such invoice.

OO. Franchisee must assert its right to an adjustment under this Section 5 within thirty (30) days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted by Franchisee before final payment.

PP. If Franchisee's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

QQ. Failure to agree to any adjustment shall be a dispute; however, nothing in this clause shall excuse Franchisee from proceeding with this Section 5 as changed.

RR. Franchisee shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of Franchisee's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

SS. The parties may amend the terms of this Section 5 by mutual consent in writing without seeking an amendment to this Franchise Agreement.

SECTION 6: REQUIRED SERVICES; LOCAL OFFICE; CUSTOMER SERVICE; RECYCLING; HOUSEHOLD HAZARDOUS WASTE; TRUCK REPLACEMENT

A. Franchisee shall make solid waste collections from all persons that are required to subscribe for solid waste collection services pursuant to the Code, whether for residential, commercial or industrial service, and provide such services in accordance with the service levels and rates set forth in this Franchise Agreement and the Code. All solid waste collected shall be transported to transfer stations, recycling facilities, Apex or other facilities operated in accordance with all applicable laws, rules and regulations. For collection–related services not specifically set forth in this Franchise Agreement or the Code and which also may be provided by other parties, Franchisee shall submit an informational list of services and rates for collection-related services by July 1 of each year to the City

Manager for review ("Special Collection Related Services"). Franchisee shall pay the City the prevailing franchisee fee as provided by this Franchise Agreement on all Special Collection Related Services; however, City shall have no authority to deny a rate charged or service offered by Franchisee for Special Collection Related Services.

B. Franchisee shall implement single stream recycling collection as set forth in this Franchise Agreement and the Code, as well as a household hazardous waste drop-off program for its residential customers in the City living in single-family residences, duplexes, and multiple dwellings or mobile home parks, with individual curbside service, which programs shall be exclusive to Franchisee except as otherwise provided in this Franchise Agreement or the Code. If there are any operational issues with implementation of single stream recycling, Franchisee may work with the City on modifications to the implementation process and without any need to amend or modify this Franchise Agreement. Additionally, Franchisee will make every effort to comply with the implementation date of December 31, 2018; however, if Franchisee is unable to convert all single-family residences, duplexes and multiple dwellings or mobile park home parks with individual curbside service by this date, Franchisee shall not be considered in breach of this Franchise Agreement.

1. By December 31, 2018, Franchisee shall provide collection services for recyclables once per week and collection services for solid waste once per week to all single-family residences, duplexes, and multiple dwellings or mobile home parks with individual curbside service ("Single Stream Recycling"). Franchisee will provide each residence with Single Stream Recycling, one (1) wheeled cart for recyclables and one (1) wheeled cart for solid waste. Residents may request one (1) additional solid waste or recyclables wheeled cart at no charge. Wheeled carts will be available in 35 gallon, 65 gallon or 95 gallon capacities and determination of each wheeled cart is at sole discretion of Franchisee during implementation. After implementation, Residents may contact Franchisee for a different capacity container, and Franchisee shall comply with such request within a reasonable period of time. Franchisee will provide bulky item collection for items that do not fit into a wheeled cart once every two (2) weeks, on the Resident's regularly-scheduled service day, unless otherwise amended by

mutual consent of Franchisee and City. Franchisee shall collect recyclables on a regularly scheduled collection day for solid waste. All recyclables shall be separated and processed for sale and the residual solid waste shall be transported to a solid waste transfer station, Apex or other recycling facility in accordance with all applicable laws, rules and regulations.

2. Franchisee will offer to single-family residences, duplexes, multiple dwellings or mobile home parks with individual curbside service an optional second trash collection service per week. The rate will be $13.15 per month for each single family residence and each duplex unit, multiple dwellings unit or mobile home park unit with individual curbside service that elects to sign up for the optional second trash collection service per week and will be adjusted upwards annually based upon the percentage change in the applicable CPI-U in accordance with this Franchise Agreement and Section 9.08.240 of the Code. This rate excludes a second recycling collection service per week and is predicated upon certain participation assumptions by Franchisee. If the number of single-family residences, duplexes, multiple dwellings or mobile home parks with individual curbside service signing up for the second trash collection service per week deviates from the participation assumptions, Franchisee reserves the right to meet and confer with the City Manager and establish a new monthly charge for this optional service.

3. Upon written request by the City, Franchisee agrees to provide the City Manager or designee, a status report of the implementation schedule for Single Stream Recycling for all single-family residences, duplexes, and multiple dwellings or mobile home parks with individual curbside service. Franchisee will provide such report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both parties.

4. By October 1, 2017, Franchisee agrees to provide the City Manager or designee with a memo that outlines Franchisee's community outreach program that will educate residents on implementation of Single Stream Recycling.

5. Franchisee agrees to offer recycling programs to multiple dwellings that receive commercial service.

C. City and Franchisee may work together to develop a pilot program that utilizes call in requests for bulky item pick up service. The pilot program will evaluate customer satisfaction with call in bulky item collection instead of using a fixed schedule for bulky item collection. After consultation with City, Franchisee will select approximately 5000 homes in which to implement the pilot program. The pilot program will include brochures and notification information at the expense of Franchisee to be mailed to the residents selected to participate in the pilot program. There will be no additional charge to those residents selected to participate in the pilot program. At the conclusion of the pilot program, Franchisee will mail a survey to measure customer satisfaction with the call in bulky item collection versus the fixed schedule for bulky item collection. City and Franchisee will mutually agree on whether to implement the call in bulky item collection to all residents in the City. Should City and Franchisee later decide not to implement the call in bulky item collection pilot program, the City agrees that Franchisee is not in breach of this Franchise Agreement.

D. Franchisee agrees to undertake all reasonable efforts to avoid any conflict with scheduled City street sweeping routes and will coordinate proposed changes in curbside pickup collection days with City subject to mutual agreement which shall not be unreasonably withheld by either party. Franchisee agrees to reimburse City, for its actual costs, up to twenty thousand dollars ($20,000) for each request to change the City's street sweeping schedule.

E. Franchisee shall maintain and operate a recycling center in Clark County, Nevada for the duration of this Franchise Agreement unless such facility shall be closed by an act of God, labor strike, governmental action, or other unforeseen act or condition necessitating closure or relocation beyond the control of Franchisee.

F. City and Franchisee recognize both parties have a history of coordinating activities during City "Slurry Seal" applications to provide for solid waste collection service while providing for protection of freshly placed Slurry Seal product. City will notify Franchisee prior to beginning semi-annual application period, and request meeting for review and coordination of Slurry Seal activities. For neighborhoods with twice weekly service, Franchisee will suspend the next regularly scheduled service

following placement of Slurry Seal product. Franchisee agrees to provide City with a route map that shows collection service days within the City.

G. At no cost or expense to residents, Franchisee shall provide for and have the exclusive right for drop-off of household hazardous waste from residents, which shall be accepted at drop-off locations established by Franchisee. Unless otherwise agreed to by the City Manager and Franchisee, drop-offs shall be offered every quarter, on a Saturday. Household hazardous waste shall be accepted at drop-off locations established by Franchisee. Franchisee shall inform customers of the dates, times and locations of pick-ups either by mail, on its website, inserted into billing statements, or by announcements in the local media at least quarterly. Consistent with the EPA definition of household hazardous waste and any regulations by the State of Nevada or Southern Nevada Health District, household hazardous waste that can be accepted includes up to fifteen (15) gallons of liquid paint, per household per collection period, and may include paints, varnishes, stains, thinners, household cleaners, furniture or metal polishes, liquid automotive products, pesticides, herbicides, pool chemicals, photographic chemicals, art and hobby supplies, adhesives, batteries, used oil or other acceptable household hazardous waste. Waste that shall not be accepted include radioactive materials, explosives, water reactives, compressed gases (including Freon), business or commercial waste, infectious waste, unlabeled/unknown materials, or other materials or products as may, due to safety, health or similar concerns, be designated by the City or other recognized governmental authority and agreed to by Franchisee as unacceptable household hazardous waste materials. Franchisee may accept refrigerators containing Freon as household hazardous waste, provided that Franchisee has the right to establish and charge reasonable fees for such service sufficient to recover its costs of handling Freon removal.

H. The City Manager and Franchisee may agree upon alternative collection schedules for specified periods for purposes of testing recycling options pursuant to Section 9.08.295 of the Code.

I. Franchisee shall maintain an office conveniently located in the Las Vegas Valley area with a listed telephone number for general customer service, and shall keep such office open during

normal business hours for purposes of dealing with the City and its residents. Franchisee shall keep an authorized management representative at such local office during normal business hours. Notwithstanding the foregoing, Franchisee may also operate other offices or call centers not necessarily located in the Las Vegas Valley area.

J. Upon the City's written request, Franchisee will provide an annual report to the City that will outline Franchisee's customer service training programs for its employees during that year, and summarize the customer service training provided to employees for the preceding year. At a minimum, the annual report will include a list of training courses and the manner in which they are assigned to employees. The annual report will also include the syllabus for entry level training for new employees, as well as the syllabus for all ongoing and refresher training. Franchisee will provide the report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both parties.

K. Franchisee shall be required to implement a complaint resolution procedure to handle all complaints received by either the City or Franchisee. The complaint resolution procedure shall include the following:

(1) Franchisee shall be required to record all complaints and if possible resolve them within forty-eight (48) hours of their receipt. For solid waste collection, if Franchisee misses a collection, Franchisee shall resolve the missed collection within (24) hours of notification.

(2) If Franchisee cannot resolve a complaint within forty-eight (48) hours of its receipt, Franchisee shall within that period, provide the City with a written report detailing why resolution could not be reached within that period, the actions that will be taken to resolve the complaint and the timeline to reach a resolution of the complaint.

(i) If the City is not satisfied with Franchisee's proposed resolution of a complaint, the City shall have the authority to direct Franchisee to resolve the complaint in a manner that is satisfactory to the City provided such resolution does not result in the imposition of an unreasonable expense by Franchisee or cause Franchisee to be in violation of law or this Franchise Agreement.

(ii) Upon the City's written request, Franchisee shall provide the City with a written monthly report, in a form satisfactory to the City, summarizing the complaints received by Franchisee and the resolutions thereof for the preceding month. Franchisee will provide the report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both Parties.

L. Franchisee agrees to the following telephone procedures:

(1) Customer service telephone operators shall be trained to screen requests and assist in solving problems and shall identify themselves by at least their first names immediately upon initial contact with a customer.

(2) A customer shall be transferred to a supervisor upon request or, if none is available, receive a return call from a supervisor within one working day of the request.

(3) Unless otherwise agreed to by the City, customer service operators shall be available to answer telephone calls from customers during normal business hours, which shall be from at least eight a.m. to six p.m. each Monday through Friday and for at least four (4) hours each Saturday, except for any Monday through Saturday that falls on any of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. When customer service operators are not available to answer telephone calls from customers, Franchisee shall employ an answering service capable of receiving and recording calls from customers. Calls received by such answering service shall be returned on the next business day.

(4) Franchisee shall at all times maintain a telephone answering system that measures the:

(i) Average wait time from the time that customer calls reach Franchisee to the time that such calls are answered by a person (not a machine);

(ii) Number of calls that reach Franchisee but are dropped before a representative of Franchisee answers such calls; and

(iii) Percentage of time during which all of Franchisee's customer service

telephone lines are busy.

(5) Upon the City's written request, Franchisee shall provide the City with a written monthly report regarding its telephone answering system, in a form satisfactory to the City, summarizing the average wait time, the number of dropped calls and the percentage of time during which all lines were busy during the preceding month. Franchisee will provide the report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both parties.

(6) During normal business hours as specified in Subsection (3) of this Section 6, Franchisee shall meet the following minimum standards for its telephone answering system at least ninety percent (90%) of the time, measured monthly:

(i) Telephone answering time, including wait time, shall not exceed sixty (60) seconds.

(ii) No more than five percent (5%) of incoming customer service callers shall receive a busy signal.

(7) Each monthly report required by Subsection (L)(5) of this Section 6 shall include a summary of whether Franchisee is or is not in compliance with the standards established pursuant to Subsection (L) of this Section 6 and, if Franchisee is not in compliance, what actions Franchisee will take to meet the standards in future months.

M. For purposes of this Section 6, a "container damaged beyond proper use" shall mean a solid waste container used by a customer that has been damaged to such an extent that it can no longer be properly used for solid waste collection, including, but not limited to a container that has broken wheels so that it cannot be rolled in and out of an enclosure in which it is stored, or a lid that does not properly shut when closed.

(1) For purposes of this Section 6, Franchisee shall be deemed to have notice that a container has been damaged beyond proper use no later than the earlier of the following dates:

(i) The date on which Franchisee receives oral or written notice of the damage; or

(ii) The first regularly scheduled collection day after the damage has occurred.

(2) If Franchisee provides a container to a customer and such container is damaged beyond proper use through Franchisee's own actions or through normal wear and tear, or if Franchisee damages any other container that is used by a customer through Franchisee's own negligence or misconduct, Franchisee shall:

(i) Fix or repair such container, at its own cost, no later than seven (7) calendar days after it has notice of the damage;

(ii) Be deemed to have missed each collection that is regularly scheduled from the date on which Franchisee has notice of the damage until such time as the container is fixed or replaced; and

(iii) May issue a credit to the customer for each missed pickup in accordance with this Section 6.

(3) If Franchisee misses or improperly performs a collection for a customer for any reason other than a container being damaged beyond proper use, resulting in solid waste that the customer has properly put out for collection not being collected, Franchisee shall, within twenty-four (24) hours of receiving notice of such missed or improper collection, send a second truck to the premises to properly collect such solid waste.

(4) If Franchisee fails to fix or replace a container damaged beyond proper use as required by this Section 6, or fails to correct a missed or improper collection for a customer as required by this Section 6, Franchisee may issue a prorated credit to such commercial customer's account, based on the charges for regularly scheduled collection service to the premises for the applicable billing period, if the commercial customer makes any request for such a credit.

N. Franchisee will implement a truck replacement schedule and will provide the replacement schedule to City upon written request. Franchisee will provide the replacement schedule within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both

parties. Franchisee agrees that no automated residential route trucks will be older than fourteen (14) years unless Franchisee notifies City in writing. Franchisee will implement a preventive truck maintenance program and maintain records of ongoing maintenance for each truck. Franchisee will allow City to audit the maintenance program and preventive maintenance program upon ten (10) days written notice. Such audit must be performed during regular and customary business hours.

O. Franchisee agrees to convert its automated residential truck fleet to Compressed Natural Gas within five (5) years of the Effective Date of this Franchise Agreement.

P. Franchisee shall at all times during the term of this Franchise Agreement maintain and make available for the performance of the services required herein, equipment in good operating condition and sufficient in quantity and quality to fulfill the terms of this Franchise Agreement.

SECTION 7: TRANSFER STATIONS

A. Franchisee may establish and place into operation new transfer stations based upon the service requirements determined by Franchisee. Franchisee shall be responsible for all costs associated with site improvements, construction, operation and maintenance of each transfer station, and with all liabilities resulting from the operation thereof.

B. Any future transfer stations in the City shall be located on mutually acceptable sites owned or controlled by the City or Franchisee, and as approved by the City Council.

C. Franchisee shall have the right, subject to applicable laws, rules and regulations existing and hereafter enacted or established, to determine the physical layout, construction and operational characteristics of the sites; provided that Franchisee shall meet with the City or its designees within the area of each proposed site to obtain site and service level information and feedback.

D. Subject to the terms of this Franchise Agreement, Franchisee shall have the exclusive right to set rates and collect fees for any transfer stations that may be constructed in the City during the term of this Franchise Agreement.

SECTION 8: BUSINESS LICENSES; FRANCHISE AND LICENSE FEES; PASS THROUGH CHARGES

A. At all times during the term of this Franchise Agreement, Franchisee shall maintain a

valid unexpired business license specific to its solid waste service business. The baseline franchise fee and, if applicable, the augmented franchise fee required by this Franchise Agreement and/or the Code, shall be deemed to be the business license fee for Franchisee's solid waste business and all Special Collection Related Services. In addition to its business license for solid waste service which includes Special Collection Related Services, Franchisee shall maintain all other business licenses specific to any of Franchisee's business activities other than those of providing solid waste service and Special Collection Related Services, as such other business activities are specified in the Code. Franchisee shall pay all license fees due from such other business activities separately from the payment of fees due for its solid waste service and Special Collection Related Services business.

B. Franchisee shall pay, on a quarterly basis, the baseline quarterly franchise fee to the City of five percent (5%) based on its cash receipts derived from the collection of solid waste and residential curbside recyclables collection services and includes, by way of illustration and not limitation, all cash, credits, property or other consideration of any kind derived directly or indirectly by the Franchisee (or any of its authorized agents or affiliates), for the collection, transportation and disposal of solid waste, including all revenue received from residential service, (including any charges attributable to curbside residential recyclables collection services), commercial and industrial service, medical-waste service, sewage waste service, and Special Collection Related Services, provided under the authority of this Franchise Agreement and Chapter 9.08 of the Code, container rentals including delivery, removal and exchange fees, packaging, shipping, late fees, and lien fees. Excluding Revenues from the following:

(i) the sale of recyclables; and

(ii) any taxes on services furnished by Franchisee that are imposed by any governmental entities, that are passed through to and collected from Franchisee's customers, and that are separately itemized on customer's bills in accordance with Section 8(D) of this Franchise Agreement. All baseline quarterly franchise fees shall be due no later than forty five (45) days after the end of each calendar quarter. Franchisee shall also pay, on a quarterly basis, a baseline quarterly

franchise fee to the City of five percent (5%), of the cash receipts derived from fees paid by customers (excluding waste collected by Franchisee) to deposit solid waste at any transfer station or convenience centers that may be constructed or operated in the City and owned by Franchisee. The baseline quarterly franchise fee has been embedded in the solid waste collection rates charged to each customer.

C. In addition to the baseline franchise fee, Franchisee may be required to pay an augmented quarterly franchise fee to the City, at the discretion of the City, at a percentage to be determined by the City Council, pursuant to formal action of the City Council. This fee is based on a percentage of Franchisee's cash receipts derived from the collection of solid waste and residential curbside recyclables collection services and includes, by way of illustration and not limitation, all cash, credits, property or other consideration of any kind derived directly or indirectly by the Franchisee (or any of its authorized agents or affiliates), for the collection, transportation and disposal of solid waste, including all revenue received from residential service, (including any charges attributable to curbside residential recyclables collection services), commercial and industrial service, medical-waste service, sewage waste service, and Special Collection Related Services, provided under the authority of this Franchise Agreement and Chapter 9.08 of the Code, container rentals, including delivery, removal and exchange fees, packaging, shipping, late fees and lien fees. Excluding Revenues from the following:

(i) the sale of recyclables; and

(ii) any taxes on services furnished by Franchisee that are imposed by any governmental entities, that are passed through to and collected from Franchisee's customers, and that are separately itemized on customer's bills in accordance with Section 8(D) of this Franchise Agreement.

D. Except for the baseline quarterly franchise fee set forth in subsection (B) of this Section 8, Franchisee may, in its sole discretion, pass through to its customers such current, future or past charges as are necessary for Franchisee to recoup any or all of the following that have been imposed upon and paid by Franchisee, including; (1) State business license taxes; (2) Other taxes on a

franchisee's provision of the services authorized by the franchise agreement that may be imposed by the Nevada Legislature, by ballot initiative or by a local political subdivision, excluding income taxes; (3) Augmented City franchise fees described in Subsection (C) of Section 8 and Section 9.08.250 of the Code; or (4) Any environmental surcharges imposed by the City. Such pass through charges shall not be subject to baseline or augmented quarterly franchise fees and will be passed through to each customer as a separate line item on the Franchisee's billing to each customer. If the City Council approves an augmented quarterly franchise fee, the augmented quarterly franchise fee will also be passed through to each customer as a separate line item on the Franchisee's billing to each customer.

E. Each payment of franchise fees, whether the baseline franchise fee or the augmented franchise fee, shall be due no later than forty-five (45) days after the end of each calendar quarter. If either franchise fee is received by the City after such due date, a late fee of two percent (2%) per month (or fraction thereof) of the delinquent amount will be assessed to Franchisee for such franchisee fee that was delinquent.

F. Checks for Franchisee's franchise fees, whether baseline or augmented, shall be made payable to the City of Las Vegas and mailed or delivered to the City's Finance Department. The place and time of payment may be changed at any time by City upon thirty (30) days' written notice to Franchisee.

G. Acceptance by the City of any payment due under this Franchise Agreement or the Code shall not be deemed a waiver by the City of any breach of Franchisee's obligations under this Franchise Agreement or applicable law, and such acceptance shall not preclude the City from later collecting a larger amount that was due in accordance with state and local laws.

SECTION 9: BOOKS, RECORDS AND AUDITS

A. Franchisee shall establish and maintain an accounting system and full and complete records in accordance with generally accepted accounting principles and applicable state regulations, and acceptable to the City to reflect correctly and accurately the financials from the collection of solid waste and Single Stream Recycling under this Franchise Agreement. Such books and records shall be

produced to the City reasonably promptly upon request for inspection at a time during normal business hours.

B. Franchisee shall file with the City, within forty-five (45) days after the end of each preceding calendar quarter, a sworn statement of the cash receipts derived from the collection of solid waste and Single Stream Recycling during such quarter, with a delineation of cash receipts by category, including, but not limited to, categories for residential service, commercial service, industrial service, sewage waste service, medical waste service and Special Collection Related Services provided under the authority of this Franchise Agreement and Chapter 9.08 of the Code, and any credits or deductions for refunds or bad checks.

C. Franchisee shall file with the City an annual cash receipts audit, prepared by a certified public accountant, within one hundred and eighty (180) days after the end of each fiscal year for the Franchisee during the term of this Franchise Agreement. Franchisee shall also file a full financial audit with the City on an annual basis within one hundred and eighty (180) days after the end of each year for the Franchisee, until such time that Franchisee is relieved of its obligation to file such an annual audit with any and all other local political subdivisions located in Clark County, Nevada. Once Franchisee is completely relieved of such obligation, the Franchisee shall complete a full financial audit, at the Franchisee's cost, once every three years, if such an audit is requested by the City. If the City desires to complete a full financial audit during a period of time when the Franchisee is not obligated by the terms of this Franchise Agreement to do so, the Franchisee will cooperate with the City and comply with all requests for information relevant to the audit in a reasonable time so the City can complete such a full financial audit at its cost.

D. At the option and expense of the City, all records, statements, receipts, contracts, requests for service, computer records, or any other records covered by this Section 9 and used in the normal course of business, and disks or other storage media and other like material which are appropriate to monitor compliance with the terms of this Franchise Agreement, are subject to audit. Such books and records shall be retained for a period of five (5) years, shall be produced for the City or

its representative upon request for inspection at any time during normal business hours, and shall be made available for auditing purposes, including the right to inspect, copy and audit at Franchisee's office in the Las Vegas Valley area at any time during normal business hours. The right to copy includes the right of the City or its representative to hire a reproduction company to take such books and records off-premises, and copy such books and records on behalf of the City.

E. The City shall give written notice to Franchisee of any additional amount claimed to be due to the City as a result of the City's review. Any amount due shall be paid within forty-five (45) days following the City's notification that such amount is due and payable. If the City's review shows that Franchisee has overpaid, such overpayment shall be reimbursed to Franchisee by the City within forty five (45) days of such determination.

F. Effective July 1, 2016, Franchisee agrees to pay to the City the sum of forty thousand dollars ($40,000) each year as an administrative fee, to cover costs incurred by the City to administer this Franchise Agreement and ensure compliance. Franchisee shall pay the annual administrative fee within thirty (30) days after receiving a written request from City.

SECTION 10: SECURITY FOR PERFORMANCE

A. As security for performance of its obligations under this Franchise Agreement and the Code, Franchisee shall at all times provide security in the form of a corporate guaranty, a copy of which is attached hereto as Exhibit "B" and a performance bond, delivered to the City, in the amount of Ten Million Dollars $10,000,000 to remain in force during the term of this Franchise Agreement, any or all of which may be claimed by the City as payment for fees and damages, and to recover losses resulting to the City from Franchisee's failure to perform.

B. Any bond provided pursuant to Subsection (A) shall:

1. Be in a form acceptable to the City Attorney;

2. In addition to all other costs, provide for payment of reasonable attorney's fees incurred by the City;

3. Be issued by a surety company authorized to do business in the State of Nevada

and listed in Department Circular 570 of the U. S. Department of the Treasury Fiscal Service (Current Revision);

4. Require the attorney-of-fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney; and

5. Guarantee the performance of all of Franchisee's obligations under this Franchise Agreement and the Code. Any or all of such bond may be claimed by the City as payment for damages, costs or expenses the City suffers or incurs by reason of any act or omission of Franchisee in connection with this Franchise Agreement by Franchisee or its enforcement including any prepayment amounts received by Franchisee.

C. The following procedures shall apply to drawing on the security required herein:

1. If Franchisee fails to make timely payment to the City of any amount due under this Agreement or the Code, or fails to compensate the City within thirty (30) days of written notification that such compensation is due for any damages, costs or expenses the City suffers or incurs by reason of any act or omission of Franchisee in connection with this Franchise Agreement by Franchisee or its enforcement, or fails, after thirty (30) days written notice, to comply with any provision of this Agreement or the Code that the City determines can be remedied by drawing on the security, the City may withdraw the amount thereof, with interest and any damages assessed in accordance with the provisions hereof, from the security.

2. Within three (3) days of a withdrawal from the security, the City shall deliver or mail, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal to Franchisee.

3. If at the time of a withdrawal from the security by the City, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of Franchisee to the City until it is paid. Any withdrawal by City cannot be unreasonable.

4. No later than thirty (30) days after the mailing of notification to Franchisee of a

withdrawal from the security, Franchisee shall restore the security to the total amount specified in Section 10 (A) above.

D. Failure to maintain or restore the security shall constitute a material breach of this Franchise Agreement.

E. Recovery by the City of any amounts from the security required by this Section 10 shall not limit Franchisee's obligations to provide insurance or to indemnify the City as otherwise required by this Franchise Agreement.

F. Should Franchisee object to City exercising its rights in this Section 10, nothing in this Section 10 shall limit Franchisee's ability to seek legal or equitable relief as set forth in Section 27 of this Franchise Agreement.

SECTION 11: INSURANCE

A. Franchisee shall at all times during the term of this Franchise Agreement maintain in full force and effect, at its own cost, a commercial general liability insurance policy for the protection of the City, which shall:

1. Be issued by an insurance company rated A- or better by Bests' Insurer Ratings reports, in a form reasonably satisfactory to the City Attorney;

2. Provide coverage on an occurrence, and not on a claims-made, basis;

3. Name the City and its elected and appointed officers, boards, commissions and employees as additional insureds;

4. Insure against liability for loss or damage for personal injury, death and property damage occasioned by Franchisee's operations under this Franchise Agreement, with minimum liability limits of ten million dollars ($10,000,000) for personal injury or death of any one person and ten million dollars ($10,000,000) for personal injury or death of two or more persons in any one occurrence and ten million dollars ($10,000,000) for damage to property resulting from any one occurrence; and

5. Contain a provision that the insurance company issuing the policy will deliver a written notice of cancellation to the City at least thirty (30) days in advance of the effective date.

B. Recovery of any amount by the City from the insurance required by this Section 11 shall not limit Franchisee's obligations to provide security or to indemnify the City as otherwise required by this Franchise Agreement.

C. At any time during the Term of this Franchise Agreement or any extensions thereof, the City Manager in his or her sole discretion may require Franchisee to maintain higher minimum liability limits on any insurance policy required by this Franchise Agreement as long as such liability limits are commercially available and the increase is based on changes in statutory law, court decisions or circumstances surrounding either. Franchisee may, in its sole discretion, pass through any documented cost increase for the increase of liability limits to its customers, provided that the requested increase in liability limits is not based upon changes in statutory law, court decisions or circumstances surrounding either.

D. At any time during the term of this Franchise Agreement or any extensions thereof, the City Manager in his or her sole discretion may require Franchisee to maintain such additional insurance coverage or policies as he or she deems necessary and proper to protect the health, safety, and welfare of the citizens of the City as long as such additional insurance coverage or policies are commercially available and the increase is based on changes in statutory law, court decisions or circumstances surrounding either. Franchisee may, in its sole discretion, pass through any documented cost increase for the additional insurance coverage or policies to its customers, provided that the requested increase in liability limits is not based upon changes in statutory law, court decisions or circumstances surrounding either.

SECTION 12: INDUSTRIAL INSURANCE

Franchisee shall furnish and maintain in full force and effect during the term of this Franchise Agreement, or any extension of this Franchise Agreement, full worker's compensation insurance in accordance with the Nevada Industrial Insurance Act, as amended, and other applicable state and federal laws.

SECTION 13: INDEMNIFICATION

A. Franchisee shall appear in and defend all actions against the City arising out of the privileges conferred by this Franchise Agreement, and Franchisee shall indemnify, protect, and hold the City, its council members, officers, and employees harmless from all claims, damages, liabilities, fines, losses, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") from any and all causes arising from Franchisee's performance of, or activities undertaken pursuant to this Franchise Agreement, except to the extent such Losses are directly attributable to the sole negligence or omission of the City or its agents, employees, or representatives. Franchisee shall pay all other such Losses for which the City may be liable and hold the City harmless from any accident, casualty, damages, losses, or claims which may happen or arise in conjunction with the performance of this Agreement.

B. Any money due Franchisee under and by virtue of this Franchise Agreement which is considered necessary by the City for such purpose of indemnification, may be retained by the City for its protection; or in case no money is due, Franchisee's surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect has been furnished to the City. Any monies retained by City must be reasonable. Should Franchisee object to City's retention of monies as set forth in this subsection (B), Franchisee may seek appropriate legal or equitable remedies as set forth in Section 27 of this Franchise Agreement.

C. Section 3(A) of this Franchise Agreement intends for this agreement to be the sole operating document between the parties, and as such, directs the parties to terminate those existing agreements outside of the current franchise ("Miscellaneous Agreements") between the parties within ninety (90) days of the effective date of this Franchise Agreement. One particular Miscellaneous Agreement was that certain Memorandum of Understanding Amending December 31, 1985 Garbage Disposal Agreement dated July 12, 1999 ("1999 MOU"), which set forth an agreement between the Franchisee and the City which provides, among other provisions, for Franchisee's full release and

indemnity of the City in the event of any future liability of the City related to Sunrise Regional Landfill under various environmental statutes and common law and full compliance with the RCRA Order and the CWA Order. The 1999 MOU also set forth additional requirements of Franchisee which the parties now hereby agree to be terminated with this Franchise Agreement since those requirements have either been complied with or are no longer applicable to this Franchise Agreement. The parties agree that Franchisee has complied with the 1999 MOU requirement to pay the City $5,500,000.00 to be used for the construction of a transfer station, other capital improvements, or other public uses that the City deems appropriate. The 1999 MOU described DUMPCO as the maintenance contractor of the 720-acre area generally known as the Sunrise Regional Landfill which is generally situated within portions of Sections 1 and 12, Township 21 South, Range 62 East, Mount Diablo Meridian ("Sunrise Landfill"). The 1999 MOU required Franchisee to fully comply with RCRA Order Docket No. 7003-09-99-0005, dated May 6, 1999 ("RCRA Order") and CWA Order Docket No. CWA-309-9-99-14, dated April 26, 1999 ("CWA Order," together with the RCRA Order, the "EPA Orders"), and to pay for all costs associated with the breach and the above-referenced U.S. Environmental Protection Agency orders. The parties fully intend for Section 13(D) of this Franchise Agreement to restate and replace only the continuing obligations of Franchisee to the City pursuant to the 1999 MOU, since the 1999 MOU will be terminated after this Franchise Agreement is effective.

D. Continuing Obligations of Franchisee relating to the 1999 MOU:

1. The Franchisee shall take all necessary actions to fully comply with all terms and conditions of the EPA Orders (the "Project") and shall be solely responsible for all associated costs.

2. In the event, however, the City is found to also be liable for any or all of those matters contained in the EPA Orders, and Franchisee fails to perform the Project in a manner consistent with the EPA Orders, the City is entitled to perform the compliance action on behalf of Franchisee, and shall be reimbursed for the cost of the action by Franchisee, including the costs of consultants, engineers, counsel and administrative

staff time in connection with the action. Notwithstanding the general default and cure provisions in Section 18 of this Franchise Agreement, the following notice and cure provision shall apply specifically to any non-compliance contemplated by this Section 13(D), and prior to initiating any compliance action as relating to this Section 13(D) on behalf of Franchisee, City shall notify Franchisee in writing of the non-compliance, stating with particularity the exact nature of any alleged failure to meet EPA standards and guidelines. City shall then allow Franchisee thirty (30) days from receipt of the notice to correct the noncompliance or obtain EPA approval for Franchisee's action that is alleged to be non-compliant.

3. In the event the City is found in the future to also be liable for any or all of those matters contained in the EPA Orders, the parties agree to cooperate as necessary to respond to the EPA Orders. City agrees to provide Franchisee with any informational resources within the City at its various districts and departments that might be helpful to the cooperative effort. The parties shall provide each other with a copy of all correspondence, reports or other documentation submitted to EPA or the Nevada Division of Environmental Protection.

4. Notwithstanding this Section13(A), which acts to limit Franchisee's indemnification obligations to the performance of, or activities undertaken pursuant to this Franchise Agreement, the following provisions relate to and control any and all actions, claims or demands relating to the Sunrise Landfill issues and the EPA Orders from the 1999 MOU:

a. Franchisee, as well as its successors, parents, subsidiaries and affiliates agree to defend, fully indemnify and hold harmless the City, its City Council members, departments, employees, agents, consultants and attorneys from and against all claims and demands or causes of action related to the Sunrise Landfill including without limitation, claims and demands brought pursuant to the

Resource Conservation and Recovery Act (hereinafter "RCRA"), the laws, rules and regulations of the State of Nevada Department of Conservation and Natural Resources, Division of Environmental Protection (hereinafter "NDEP") and the laws, rules and regulations of the Southern Nevada Health District (hereinafter "SNHD"), arising from or related to any failure of Franchisee to comply with the EPA Orders.

b. Franchisee agrees to indemnify, defend, protect and hold harmless, to the extent allowed by Nevada law, City and the City Council members, officers, agents, departments, employees, contractors and subcontractors upon and against any claims for damage, suits and other claims arising out of or related to the Project, which damages, suits, or claims are either (1) for personal injury, including death, or (2) for property damage, and where it is established that the injury or damage was the result of negligence, active or passive, or omission, active or passive, or intentional conduct of Franchisee.

c. Franchisee shall have the right, when acting under this provision, to select counsel and to direct the course of the proceeding including the settlement thereof provided that: (1) Franchisee does not dispute the indemnity, defense or hold harmless obligation; (2) the counsel selected has experience in this type of proceeding; and (3) City shall be kept apprised of the progress of the proceeding.

d. The parties further agree that the hold harmless and indemnification provisions of Paragraph 19 of the 1985 Garbage Disposal Agreement, as set forth below, are controlling for the purposes of this Section 13(D) in the event the provisions below conflict with any provision of this Section 13(D):

> "Contractor shall protect, indemnify, and hold the City, its officers, employees, agents and servants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's

fees, court costs and other expenses of any kind or character which the City, its officers, employees, agents or servants may suffer, or which may be sought against, recovered from or obtainable against the City of Las Vegas, its officers, employees, agents or servants (i) as a result of, or by reason of, or arising out of, or on account of or in consequence of the operations of Contractor, its officers, employees, servants or agents, or anyone directly or indirectly employed by Contractor, its officers, employees, contractors, servants or agents, in the fulfillment or performance of the terms of this Agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by the City; or (ii) as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in performing this Agreement; or (iii) because of any claim or amount recovered under any statute, law, ordinance, order or decree. Any money due Contractor under and by virtue of this Agreement which is considered necessary by the City for such purpose, may be retained by the City for its protection; or in case no money is due, Contractor's surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the City.

In this connection, it is expressly agreed that Contractor shall, at its own expense, defend the City, its officers, employees, agents and servants against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or omission against which

Contractor has indemnified the City. If Contractor shall fail to do so, the City may undertake to do the same and to charge all direct and incidental costs of such defense to Contractor, including attorney's fees, court costs and other expenses."

E. The parties mutually understand, and agree, and warrant: (i) that Franchisee denies the legal liability and damages alleged in the RCRA Order and CWA Order and that execution of the 1999 MOU and Section 13 (C) and (D) of this Franchise Agreement are not to be construed as an admission of liability on the part of any party to this Franchise Agreement or 1999 MOU; (ii) that no promise or inducement has been offered except as herein set forth; (iii) that Section 13(D) of this Franchise Agreement and 1999 MOU is made in good faith and in conformance with all applicable law; and (iv) the parties are legally competent to execute this Franchise Agreement and to accept full responsibility of Section 13(D) of this Franchise Agreement.

SECTION 14: NOISE

Franchisee shall make collections as quietly as possible, giving due consideration to residential areas in its route scheduling, as well as weather considerations, allowing for early start times from June 1 through September 30 due to excessive daytime heat. Furthermore, Franchisee agrees that no solid waste collection service will begin before 4:30 a.m. for commercial accounts and 6:00 a.m. for single family residences, duplexes, multiple dwellings or mobile home parks. For commercial properties abutting single-family residential homes, Franchisee will make its best efforts to route solid waste collection service for these commercial projects after 6:00 a.m. If the City receives complaints and requests Franchisee to make a route change for commercial properties abutting single-family homes to be 6:00 a.m. or later, Franchisee shall comply.

SECTION 15: RIGHT TO CURE MISSED COLLECTIONS

If Franchisee fails or neglects to make any solid waste collection as required by this Franchise Agreement and the Code within the required time, the City shall, after two (2) working days, have the right to make collection thereof and charge Franchisee with the cost thereof. Franchisee shall remit

payment of such costs to the City within thirty (30) calendar days of its receipt of the invoice for such costs.

SECTION 16: RATES; ADJUSTMENTS; TERMINATION BY FRANCHISEE

A. Franchisee shall charge the collection rates and charges contained in Chapter 9.08 of the Code, and such rates and charges shall be adjusted upwards as set forth in this Franchise Agreement and the Code. Attached hereto as Exhibit "A" is a copy of the base rates as of the Effective Date of this Franchise Agreement for solid waste service fees charged by Franchisee (the "Base Rates"). The Base Rates shall only be adjusted upwards on an annual basis in conjunction with the CPI-U as set forth in this Franchise Agreement and the Code. Franchisee shall submit new proposed rate sheets to the City, based on applicable CPI-U increases and any other adjustments authorized by the Code, no later than April 1 of each year. The City will verify the accuracy of Franchisee's proposed new rates and will notify Franchisee of the City's approval of the proposed rates or of any discrepancies between Franchisee's proposed rates and the City's calculations. By May 1 of each year, the City and Franchisee shall take all actions necessary to reconcile any such discrepancies and to agree on Franchisee's new rate schedules, to be effective as of July 1. Once the rates are approved by City, the rates as adjusted upwards for CPI-U are not required to be updated in Chapter 9.08 of the Code and the City may post adjusted rates on its website.

B. Effective July 1, 2017, the charges established by the Code and fees set forth in this Franchise Agreement shall be increased annually based on the CPI-U All Urban Consumers, Bureau of Labor Statistics Series ID: CUUR0000SA0. The increase in charges shall be made effective on July 1 of each year during the term of this Franchise Agreement. The increase shall be based upon the five (5) year average change in the CPI-U or the prior year's CPI-U, whichever is greater. By way of example for the five (5) year average calculation: Use CPI-U data from the 2010 to 2015 period. Take the CPI-U Annual Index for 2015 of 237.017 and subtract the CPI-U Annual Index from 2010 of 218.056 resulting in a CPI-U Index change of 18.961. The CPI-U Index change of 18.961 is then divided by the CPI-U Annual Index for 2010 of 218.056. This results in the percentage change in the CPI-U Index of

8.695% over the five (5) year period. This percentage change of 8.695% is then divided by five (5) to arrive at the average annual increase in the CPI-U Annual Index of 1.74%. The same calculation is also used for the prior year analysis. By way of example, use the prior year of 2014 to 2015. Take the prior year CPI-U Annual Index for 2015 of 237.017 and then subtract the CPI-U Annual Index from the year before (2014) of 236.736 which results in an index change of 0.281. The index change of 0.281 is then divided by the CPI-U Annual index for the previous year (2014) of 236.736 which results in a percentage change of 0.12%. The results of the two calculations are compared and the higher of the two percentage increases applies to the rate adjustment. In this example, the rate would be increased by 1.74%.

C. In the event that an unforeseen economic circumstance has occurred, Franchisee may request a rate adjustment that is not based on CPI-U changes. Franchisee shall submit verification of the unforeseen economic circumstance in writing to the City Manager with documentation supporting the rate increase request. The City may require Franchisee to provide, at Franchisee's expense, a certified audit of the books and records of account of Franchisee if the City determines that such an audit is required to substantiate the request for a rate increase. Any rate adjustment based upon an unforeseen economic circumstance will require an amendment of this Franchise Agreement and the Code.

D. Franchisee may request a change in any solid waste collection charges set forth in Chapter 9.08 of the Code. If the City denies a request by Franchisee for an increase in solid waste collection charges made pursuant to this Section 16, Franchisee shall have the right to terminate this Franchise Agreement by giving the City at least twelve (12) months written notice of such termination.

SECTION 17: RECORDS AND REPORTS FOR RECYCLING

Franchisee shall provide data and reports necessary to fulfill the requirements of the City and the Southern Nevada Health District for assessing and reporting of recycling collection program results, in conformance with all applicable laws, rules and regulations. City recognizes that any reports provided will include recycling and solid waste as measured in tons collected from Clark County residents

together with City residents due to overlapping boundaries between the jurisdictions and collection routes by Franchisee. Franchisee expects the new single stream recycling program to improve recycling effectiveness in the City. Franchisee will strive to achieve a twenty-five percent (25%) recycling goal by June 30, 2019, and increase that goal by one percent (1%) per year for the next five (5) years, to reach a 26% recycling goal by June 30, 2020, 27% by June 30, 2021, 28% by June 30, 2022, 29% by June 30, 2023, and 30% by June 30, 2024. [Calculation of recycling goal: Total annual recycling tons collected divided by total annual trash and recycling tons collected equals recycling rate.] If the recycling goal is not achieved by these dates, Franchisee and City will meet and agree upon additional education measures to encourage City residents to recycle more. Both parties agree that if Franchisee has implemented single stream recycling in accordance with this Agreement and the recycling goal is not achieved, Franchisee is not in violation of this Agreement.

SECTION 18: DEFAULT; CURE; TERMINATION FOR CAUSE

A. If the City determines that Franchisee is in default under any of the provisions of this Franchise Agreement or the Code, other than a breach which results from an Act of God, labor dispute, action of public enemy, act of war, terrorist attack or force majeure, the City shall give Franchisee written notice thereof, specifying the provisions under which the default has been determined to exist and giving Franchisee sixty (60) days within which to correct any such default. If Franchisee fails to correct any such default within the applicable sixty (60) day period or in good faith take commercially reasonable measures to rectify such default as soon as reasonably possible and provide City with written notice of such measures, the City may:

1. Terminate this Franchise Agreement upon thirty (30) days written notice to Franchisee; and

2. Withdraw the security provided by Franchisee in accordance with Section 10 above.

B. For the sole purpose of this Section 18, if the Franchisee fails to correct a default within sixty (60) days, but Franchisee has provided the City written notice prior to the expiration of the sixty (60) day cure period that it intends to rectify such default "as soon as reasonably possible," the City

Council shall be the sole arbiter of whether the measures taken are "commercially reasonable." If the City Council intends to do so, the City shall so indicate its decision at a public hearing and shall provide Franchisee at least fourteen (14) days written notice of such hearing. If the City Council determines that the Franchisee's means and methods of curing such default are not commercially reasonable, the Franchisee shall have thirty (30) days from the actual date of the City Council decision on the matter to cure such default prior to either taking action as provided above.

SECTION 19: SUCCESSORS AND ASSIGNS

The rights and privileges granted by this Agreement are not assignable to any party other than an affiliate of Franchisee, either voluntarily or by operation of law, without the consent of the City Council, which consent shall not be unreasonably withheld. In the event Franchisee becomes insolvent or bankrupt, the rights and privileges granted hereby shall then be immediately cancelled and annulled, and the City shall have the right to take over Franchisee's business or substitute another Contractor in its place and stead in the manner provided by law. Any takeover or substitution in the event of insolvency or bankruptcy must comply with Section 20 of this Franchise Agreement.

SECTION 20: TERMINATION; OPTION TO LEASE FACILITIES AND EQUIPMENT

A. If this Franchise Agreement is terminated pursuant to Section 18 or in the event Franchisee or Dumpco becomes insolvent or bankrupt, the City, or its designated agent, may, at its option, enter into a lease for any and all of Franchisee's or Dumpco's assets, facilities or equipment that are necessary to provide solid waste services to customers within the City by giving Franchisee written notice of its election to lease such assets, facilities and equipment.

B. The City's option to lease such assets, facilities or equipment will not exceed the time reasonably necessary for the City to arrange for alternative permanent franchised solid waste services. Immediately upon the termination of any lease created pursuant to this Section 20, the City will, at its own cost and expense, return to Franchisee and/or Dumpco all assets, facilities or equipment in the condition as when received, ordinary wear and tear excepted.

C. Such lease shall document: 1) the assets, facilities or equipment to be leased by the City

from Franchisee and/or Dumpco; 2) the monthly cost of the lease to the City, which shall not exceed the actual monthly cost of the assets, facilities or equipment to Franchisee and/or Dumpco including depreciation, depletion, amortization and a reasonable amount of wear and tear; 3) a license to enter all property otherwise owned by Franchisee and/or Dumpco not leased by the City; and 4) any other conditions outlined in this Section 20.

D. During the term of any lease created pursuant to this Section, the City will be responsible for its own cost and expense, for all maintenance, repairs, operational and insurance costs associated with all leased assets, facilities or equipment. The City will at all times during the term of the lease have the sole responsibility of maintaining the leased assets, facilities or equipment in good operating condition and appearance, ordinary wear and tear excepted, and in accordance with all applicable laws, regulations and other requirements.

E. Within ten (10) days following the expiration of each thirty (30) day period during the term of any lease created pursuant to this Section 20, Franchisee and/or Dumpco will deliver an invoice to the City itemizing such costs, and the City will make payment to Franchisee and/or Dumpco, as applicable, no later than ten (10) days following receipt of the invoice. If the City fails to make any monthly payment within five (5) days after the due date, Franchisee and or Dumpco, as applicable, will have the right to charge the City a late fee in the amount of five percent (5%) of the unpaid balance of the lease.

F. The City's failure to make any monthly payment when due or otherwise comply with the provisions of any lease created pursuant to this Section 20 will constitute a material breach and default of this lease, and Franchisee and/or Dumpco, as applicable, may repossess all assets, facilities or equipment. Upon the occurrence of such a default, Franchisee and/or Dumpco may take any legal action deemed necessary to collect the full amount of any remaining payments due under the lease.

G. The City acknowledges and agrees that neither it nor its designated agent have obtained and will not obtain any title to any of the assets, facilities or equipment subject to any lease created pursuant to this Section 20, nor any property right or interest, legal or equitable therein, except solely as

the lessee under such lease.

H. If either party institutes any lawsuit or legal action of any kind against the other party, related in any way to the enforcement of the terms of this Section 20, the losing party agrees to pay to the prevailing party, in addition to all amounts awarded in any suit or action, reasonable attorney's fees and costs incurred by such action.

I. The City will not assign or sublease its interest under any lease created pursuant to this Section to any other person or entity without the express written permission of Franchisee, as applicable. Such assignment or sublease without Franchisee's permission will be deemed an immediate event of default under such lease. Should Franchisee allow the City to assign or sublease its interest, such act will not be deemed a waiver of Franchisee's right to prevent such assignment or sublease in the future.

J Nothing contained in this Section 20 will be construed as constituting a partnership between the City and Franchisee, or as creating a joint venture or the relationship of principal and agent between the parties.

SECTION 21: CONFLICTS WITH EXISTING CODE PROVISIONS

The provisions of this Franchise Agreement and the Code are intended to be and shall be construed, to the maximum extent possible, to be consistent with and/or supplemental to each other. Except as otherwise set forth in Section 1 of this Franchise Agreement, in the event of any irreconcilable conflict between any provisions of the Code and any provisions of this Franchise Agreement, the Code provisions shall control.

SECTION 22: WAIVERS

The failure of either party to insist upon the strict performance of any of the provisions of this Franchise Agreement, or the failure of either party to exercise any right, option or remedy hereby reserved, shall not be construed as a waiver for the future of any such provision, right, option or remedy, or as a waiver of any subsequent breach thereof.

SECTION 23: INDEPENDENT CONTRACTOR

Franchisee is an independent contractor under this Franchise Agreement and is not an agent or employee of the City for any purpose.

SECTION 24: NOTICES

Any notice or other communication required or permitted to be given under this Franchise Agreement ("the Notice") shall be in writing and shall be personally delivered, or delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid. The Notice shall be deemed received on the earlier of the date of actual receipt or three days after mailing. The Notice shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above.

Notice to City:	City Manager City of Las Vegas 495 S. Main Street 7th Floor Las Vegas, Nevada 89101
With a copy to:	Planning Director City of Las Vegas 333 North Rancho Drive 3rd Floor Las Vegas, Nevada 89106
Notice to Franchisee:	Area President Republic Silver State Disposal, Inc. 770 East Sahara Avenue Las Vegas, Nevada 89104
With a copy to:	General Counsel Republic Services, Inc. 18500 N. Allied Way Phoenix, AZ 85054
With a copy to:	Jennifer Lazovich Kaempfer Crowell 1980 Festival Plaza Drive Suite 650 Las Vegas, NV 89135

SECTION 25: SEVERABILITY

If any provision of this Franchise Agreement is for any reason determined to be invalid,

unenforceable or unconstitutional, such provision shall be deemed a separate, distinct and independent provision, and such determination shall not affect the validity or enforceability of the remaining provisions of this Franchise Agreement. With respect to any provision of this Franchise Agreement determined to be invalid, unenforceable or unconstitutional, the parties shall promptly use their best reasonable efforts to negotiate an amendment to this Franchise Agreement that is valid and enforceable and that is consistent with the parties' original intent. The City hereby declares that it would have approved this Franchise Agreement and each provision thereof irrespective of any provision being declared invalid, unenforceable or unconstitutional.

SECTION 26: PUBLIC PURPOSE

All of the regulations provided in this Franchise Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body or City official or employee charged with the enforcement of this Franchise Agreement, acting for the City in the discharge of his or her duties, shall not thereby render such person personally liable; and he or she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

SECTION 27: REMEDIES; INJUNCTIVE RELIEF

Neither the City nor Franchisee by accepting this Franchise Agreement waives its right to seek any appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Franchise Agreement, including seeking injunctive relief in a court of competent jurisdiction. Such right to injunctive relief is expressly reserved, and all terms and provisions hereof shall be enforceable through injunctive relief.

SECTION 28: GOVERNING LAW; JURISDICTION; ATTORNEY'S FEES

A. This Franchise Agreement has been made and entered into in the State of Nevada, and the laws of the State of Nevada shall govern the validity and interpretation of this Franchise Agreement and the performance due hereunder. If legal action is initiated relative to this Franchise Agreement or the rights or obligations of any party hereunder, such action must be initiated and maintained in Clark

County, Nevada.

B. In the event of any litigation arising out of this Franchise Agreement, the prevailing party in such litigation shall be entitled to recover all of its costs incurred in such litigation, including all court costs, expert witness fees and reasonable attorney's fees. Reasonable attorney's fees include the reasonable fees and expenses of the City Attorney's Office.

SECTION 29: NO THIRD-PARTY BENEFICIARIES

It is not intended by any of the provisions of this Franchise Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Franchise Agreement. The duties, obligations and responsibilities of the City with respect to third parties shall remain as imposed by Nevada law.

SECTION 30: PUBLIC RECORDS

Franchisee acknowledges that information submitted to the City is open to public inspection and copying under Nevada Public Records Law, Chapter 239 of the NRS. Franchisee is responsible for becoming familiar with and understanding the provisions of the Nevada Public Records Law. While Nevada law does not recognize Franchisee-provided information as "confidential," Franchisee may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the City as confidential. Franchisee shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the City. City will make its best efforts to provide Franchisee with advance notice before any Franchisee-provided information marked as "confidential" is released. The City retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

SECTION 31: TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of Franchisee's obligations under this Franchise Agreement.

SECTION 32: CONSTRUCTION OF AGREEMENT

The terms and provisions of this Franchise Agreement are the result of negotiations by and between the Parties hereto and shall not be interpreted or construed in favor of or with prejudice against any Party, but fairly in accordance with the general tenor of the language used.

SECTION 33: COMPLETE AGREEMENT; MODIFICATION

A. The drafting, execution and delivery of this Franchise Agreement by the Parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Franchise Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof, except as expressly referenced herein or as may exist solely in the City's capacity as a solid waste customer of Franchisee.

B. This Franchise Agreement shall not be amended or modified except as approved by the governing body of the City and Franchisee.

SECTION 34: FORCE MAJEURE

A. In the event that Franchisee is prevented from performing or is unable to perform any of its obligations under this Franchise Agreement due to any Act of God, fire, casualty, flood, earthquake, war, labor strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of Franchisee, and if Franchisee shall have used its best efforts to mitigate its effects, and if Franchisee shall give prompt written notice to City, Franchisee's performance under this Franchise Agreement shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

SECTION 35: COUNTERPARTS

This Franchise Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

EXECUTED, this FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE, to be effective on the date specified above.

CITY OF LAS VEGAS, NEVADA

By: _____
CAROLYN GOODMAN, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

3/27/17
James B. Lewis, Deputy City Attorney

REPUBLIC SILVER STATE DISPOSAL, INC.
a Nevada corporation

By: _____
Its: Market Vice President

REPUBLIC DUMPCO, INC., a Nevada corporation

By: _____
Its: Market Vice President

Exhibit "A"

Base Rates for solid waste service fees as of Effective Date.

City of Las Vegas Rates
2016-2017

Billing Schedules - All Collection Charges

Table A is billed quarterly in advance.
Table B is billed monthly in advance.
Table C is billed monthly in arrears.
On-call services may be billed at the time of service, as permitted by city code.

Section 9.08.140 Table A

Single Family and Multiple Dwelling Rates with Individual Service

Category	Collection Level	Monthly Fee
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Twice per week for solid waste, every other week for recycling	$14.34
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Weekly Automated Solid Waste and Recycling, Every other week Bulky	$14.34
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Optional Second Trash Collection Service Per Week	$13.15

Category & Service Level	Monthly Fee	Monthly Fee
Multiple Dwellings w/o Individual Service- Irrespective of Occupancy	**1st Stop**	**Each Additional Stop**
Twice per week for	$10.68	$7.48
Three times per week	$16.05	$11.21
Four times per week	$19.57	$13.68
Five times per week	$23.14	$16.18
Six times per week	$26.71	$18.68
Seven times per week	$30.26	$21.18

Section 9.08.150 Table A

Motels and Mobile Home Parks w/o Individual Service Rates - Irrespective of Occupancy

Category & Service Level	Monthly - Each Office	Monthly Fee- Per Cooking Unit	Monthly Fee- Per Non Cooking Unit
Motels & Mobile Home Parks			
Twice per week	$10.68	$6.43	$5.14
Three times per week	$16.05	$9.61	$7.71
Four times per week	$19.57	$11.73	$9.43
Five times per week	$23.14	$13.89	$11.15
Six times per week	$26.71	$16.05	$12.85
Seven times per week	$30.26	$18.16	$14.57

Section 9.08.210 (D)

Residential Late Payment Penalty	$3.64

Section 9.08.235 (B)

Lien Fees	Administrative Fee	County Recorder Fee	Total Fee
Claim of Lien Fee	$65.22	$17.00	$82.22
Release of Lien Fee	$65.22	$17.00	$82.22

City of Las Vegas Rates
2016-2017

Section 9.08.160 Table A - Table A

Collection Charges - Places of Business and Public Buildings (Monthly Rates)

Container Size	1 pickup per week	2 pickups per week	3 pickups per week	4 pickups per week	5 pickups per week	6 pickups per week	7 pickups per week
96 Gallon Mobile Container	$9.61	$19.23	$28.84	$44.37	$60.85	$79.98	$95.88
Each Additional	$9.61	$19.23	$28.84	$44.37	$60.85	$31.93	$38.41
1 Cubic Yard Container	$47.94	$95.88	$143.84	$159.69	$180.29	$207.68	$249.51
Each Additional	$47.94	$95.88	$143.84	$159.69	$180.29	$159.66	$192.08
2 Cubic Yard Container	$96.08	$192.08	$288.16	$304.24	$329.78	$367.36	$441.62
Each Additional	$96.08	$192.08	$288.16	$304.24	$329.78	$319.31	$384.16
3 Cubic Yard Container	$144.06	$288.14	$432.21	$448.57	$479.15	$526.99	$633.71
Each Additional	$144.06	$288.14	$432.21	$448.57	$479.15	$478.96	$576.25
4 Cubic Yard Container	$192.08	$384.16	$576.26	$592.95	$628.55	$686.65	$825.76
Each Additional	$192.08	$384.16	$576.26	$592.95	$628.55	$638.60	$768.37
6 Cubic Yard Container	$288.14	$576.25	$864.37	$881.68	$927.34	$1,005.96	$1,209.94
Each Additional	$288.14	$576.25	$864.37	$881.68	$927.34	$955.64	$1,149.46
8 Cubic Yard Container	$384.16	$768.36	$1,152.50	$1,170.40	$1,226.11	$1,325.27	$1,594.09
Each Additional	$384.16	$768.36	$1,152.50	$1,170.40	$1,226.11	$1,285.51	$1,546.27

Section 9.08.170 Table A

Residential and Commercial Container Rental Fees

Container Size	Monthly Charge
1 Cubic Yard	$ 18.46
2 Cubic Yard	$ 22.16
3 Cubic Yard	$ 25.87
4 Cubic Yard	$ 28.84
6 Cubic Yard	$ 36.93
8 Cubic Yard	$ 40.62
Up to 96 Gallon Mobile Container	$ 4.45

Section 9.08.180 Table B

Special One-Time On-Call Collection Charges

Container Size	Monthly Charge
1 Cubic Yard	$ 36.10
2 Cubic Yard	$ 48.13
3 Cubic Yard	$ 60.15
4 Cubic Yard	$ 72.16
6 Cubic Yard	$ 84.20
8 Cubic Yard	$ 96.24
Assorted Trash Pickup	$ 163.71

Commercial Recycling Rate for Apartments and Commercial customers negotiated with each individual customer.

Section 9.08.160 Table D

Commercial Container-Related Charges

Service	Charge
Commercial Container Delivery	$ 65.10
Commercial Container Removal	$ 65.10
Commercial Container Exchange	$ 100.15

Section 9.08.185 Table A

Overflow Charge - M.D.U.'s/M.H.P.'s w/o Individual Service and Commercial Customers

Per Incident of overflowing solid waste at a non-residential customer premises: $ 36.40

City of Las Vegas Rates
2016-2017

Section 9.08.160 Table B
Contracted Solid Waste Compactor Charges (Monthly Rates)

Container Size	1 pickup per week	2 pickups per week	3 pickups per week	4 pickups per week	5 pickups per week	6 pickups per week	7 pickups per week
10-Yard	$2,131.15	$2,849.01	$3,903.35	$4,239.61	$4,575.88	$4,912.15	$7,179.56
17-Yard	$2,636.72	$3,480.69	$4,905.92	$5,390.23	$5,874.51	$6,358.83	$8,466.27
26-Yard	$2,955.05	$4,117.34	$5,860.86	$6,345.17	$6,829.46	$7,313.77	$9,580.49
36-Yard	$3,486.96	$4,649.34	$6,392.68	$6,944.99	$7,497.28	$8,049.68	$10,316.45

Container Size	8 pickups per week	9 pickups per week	10 pickups per week	11 pickups per week	12 pickups per week	13 pickups per week	14 pickups per week
10-Yard	$9,310.72	$10,028.59	$11,082.94	$11,419.19	$11,755.43	$12,091.71	$14,359.14
17-Yard	$11,102.94	$11,947.67	$13,372.17	$13,856.47	$14,340.78	$14,825.10	$16,932.51
26-Yard	$12,535.51	$13,697.87	$15,441.38	$15,925.68	$16,410.00	$16,894.27	$19,161.01
36-Yard	$13,803.42	$14,965.82	$16,709.15	$17,261.44	$17,813.76	$18,366.15	$20,632.89

	Regular	Sun/Holiday
On-Call Rates Per Pick-up (with regular service):		
Special Pick-up 0-49 Yards:	$ 523.08	$ 784.61
Special Pick-up 50 Yards:	$ 1,005.87	$ 1,508.82
Special Pick-up 75 Yards:	$ 1,640.70	$ 2,461.05
On-Call Rates Per Pick-up (without regular service):		
Special Pick-up 0-49 Yards:	$ 816.51	$ 1,224.77

Section 9.08.160 Table C - Table C
Solid Waste Manual Type Drop Box Charges

On Call Monthly Rates* (With or Without regular service)	Regular	Sunday/ Holiday
	$10.07	$15.11
10 Cubic Yards	$100.70	$151.10
20 Cubic Yards	$201.40	$302.20
28 Cubic Yards	$281.96	$423.08
35 Cubic Yards	$352.45	$528.85
50 Cubic Yards	$503.50	$755.50

Roll-off prices are calculated by the cubic yard.

All on-call rates are subject to additional charges of daily rent per 24 hours, or any part thereof after the first 72 hours, excluding Sundays.

The daily rate is: $ 22.50

City of Las Vegas Rates
2016-2017

Section 9.08.160 Table C - Table C
Solid Waste Manual Type Drop Box Charges (Scheduled)

Monthly Charges

All other charges shall be calculated as follows:
(Base Charge x number of yards of capacity x number of collections per week x 52 weeks per year, divided by 12 months per year) + Daily Rent Charges = total monthly charge, where:
"Base Charge" for Monday - Saturday collections = $10.07 per cubic yard.
"Base charge" for Sunday collections = $15.11 per cubic yard.
"Daily Rent Charges" = $22.50 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

Roll-Off Schedule For 10 Cubic Yards

On-call rate per pickup is:		$ 100.70
AND:		
On-call demurrage rate per 24 hours or any part thereof after the first 72 hours.		$ 22.50

	Monthly	Sunday/Holiday Pull
1 Pickup per Week	$ 728.87	$ 151.10
2 Pickups per Week	$ 872.73	
3 Pickups per Week	$ 1,309.10	
4 Pickups per Week	$ 1,745.47	
5 Pickups per Week	$ 2,181.83	
6 Pickups per Week	$ 2,618.20	
7 Pickups per Week	$ 3,272.97	

Roll-Off Schedule For 20 Cubic Yards

On-call rate per pickup is:		$ 201.40
AND:		
On-call demurrage rate per 24 hours or any part thereof after the first 72 hours.		$ 22.50

	Monthly	Sunday/Holiday Pull
1 Pickup per Week	$ 1,165.23	$ 302.20
2 Pickups per Week	$ 1,745.47	
3 Pickups per Week	$ 2,618.20	
4 Pickups per Week	$ 3,490.93	
5 Pickups per Week	$ 4,363.67	
6 Pickups per Week	$ 5,236.40	
7 Pickups per Week	$ 6,545.93	

Roll-Off Schedule For 28 Cubic Yards

On-call rate per pickup is:		$ 281.96
AND:		
On-call demurrage rate per 24 hours or any part thereof after the first 72 hours.		$ 22.50

	Monthly	Sunday/Holiday Pull
1 Pickup per Week	$ 1,514.33	$ 423.08
2 Pickups per Week	$ 2,443.65	
3 Pickups per Week	$ 3,665.48	
4 Pickups per Week	$ 4,887.31	
5 Pickups per Week	$ 6,109.13	
6 Pickups per Week	$ 7,330.96	
7 Pickups per Week	$ 9,164.31	

Roll-Off Schedule For 35 Cubic Yards

On-call rate per pickup is:		$ 352.45
AND:		
On-call demurrage rate per 24 hours or any part thereof after the first 72 hours		$ 22.50

	Monthly	Sunday/Holiday Pull
1 Pickup per Week	$ 1,819.78	$ 528.85
2 Pickups per Week	$ 3,054.57	
3 Pickups per Week	$ 4,581.85	
4 Pickups per Week	$ 6,109.13	
5 Pickups per Week	$ 7,636.42	
6 Pickups per Week	$ 9,163.70	
7 Pickups per Week	$ 11,455.38	

Roll-Off Schedule For 50 Cubic Yards

On-call rate per pickup is:		$ 503.50
AND:		
On-call demurrage rate per 24 hours or any part thereof after the first 72 hours.		$ 22.50

	Monthly	Sunday/Holiday Pull
1 Pickup per Week	$ 2,474.33	$ 755.50
2 Pickups per Week	$ 4,363.67	
3 Pickups per Week	$ 6,545.50	
4 Pickups per Week	$ 8,727.33	
5 Pickups per Week	$ 10,909.17	
6 Pickups per Week	$ 13,091.00	
7 Pickups per Week	$ 16,364.83	

Laughlin on call roll-off fees are the same as above except the demurrage is charged after **7 days**.

City of Las Vegas Rates
2016-2017

Section 9.08.190 Table B
Medical Waste Collection Charges

Basic Service Charges					
		Price Per Item		Bio-Hazard Minimum Charge Per Service Call	
Item	Size & Volume	Delivered	Picked Up	Prescheduled Once/Month or Greater Frequency (Discounted Price)	On-Call Pickup (Full Price)
Bio-Hazardous Accumulation Containers	Medium 10-14 Gal	$5.79	$5.79	$33.08 (If total bio-hazard containers delivered and picked up is less than the above amount, then the above amount will be invoiced. If total is more than the above amount, then the price per item will be invoiced.	$74.45 If total bio-hazard containers delivered and picked up is less than the above amount, then the above amount will be invoiced. If the total number is more than the above amount, then the price per item will be invoiced.
	Large 27-32 Gal	$8.27	$8.27		
	X-Large 48-50 Gal	$12.41	$12.41		
	200 Gallon Cart with Wheels	$49.66	$49.66	Per Month	Per Month

Basic service provided Monday thru Friday and Republic Services needs to be advised before 2 p.m. the day before pickup, of any **CANCELLATION, OFFICE CLOSURE, OR NO BIOWASTE PICK UP** needed prior to service day or minimum service charge will be invoiced.

Additional Waste Disposal Services

The following additional waste disposal prices apply to prescheduled once/month or greater frequency medical waste customers picked up on their scheduled pickup day, or the special pickup surcharge will be applied in addition to disposal price.

Type	Size Code	Container	Chemotherapy Waste Disposal Charge
Chemo Waste Disposal	Large	33 Gallon	$40.85
	Extra Large	55 Gallon	$72.46
Pharmaceutical (non-controlled substance) Disposal	Extra small	5 Gallon	$52.70
	Small	10 Gallon	$95.52
	Medium	20 Gallon	$191.02
	Large	30 Gallon	$286.55
	Extra Large	55 Gallon	$477.57

Item			Special Collection & Services Charge
Special pick ups/Services (See Below)			$79.05 Per Hour
Preparation of waste to make suitable for transportation			$32.95 Per Container
Collection delay of:	$1.33	Per minute after 10 minutes	$13.19 Minimum
Over weight charge (Over 50 lbs)			$52.70 Per Container

*******SPECIAL PICKUPS/SERVICES** - After 5:00pm, same day requests, holidays, weekends, outside Las Vegas, or greater than 20 Polys per pickup, or account balancing/reconciliation/usage reports/certificates.

Purchase Or Rental Items

Item	Size	Volume	Dimensions	Price
Sharp Containers	Small	1 Quart	4"x4"x6"	$6.59 Plus Tax
	Medium	5 Quart	4"x10"x9"	$10.55 Plus Tax
	Large	8 Quart	6"x9"x10"	$13.19 Plus Tax
	Extra Large	32 Quart	9"x13"x17"	$26.35 Plus Tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24"x32"	$92.22 Plus Tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43"x48"	$15.80 Plus Tax
Locker or Rubbermaid Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	$79.05 Per Month
	Large	30 Cubic yards	20' x 8' x 8'	$184.45 Per Month
Roll-Off Box Rental		40 Cubic yard		$434.77 Per Month
Trailer Rental		30 feet long or Less		$630.51 Per Month
		31-48 feet long		$840.68 Per Month
		49-53 feet long		$945.77 Per Month

****Note: Special pickup charge of $79.05 per hour does not apply to customers with trailer service, unless after hours, weekend or holiday pickups are requested.

Section 9.08.200
Sewage Waste Disposal Charges

Sewage Waste Disposal Service	Fee
Per wet ton using franchisee equipment to accumulate, collect and transport waste	$ 21.45
Per wet ton using city equipment to store waste prior to franchisee transporting	$ 20.31

Exhibit "B"

Corporate Guaranty

GUARANTY

THIS GUARANTY is made and entered into as of October 12, 2016, by Republic Services, Inc, a Delaware corporation ("Guarantor"), in favor of the City of Las Vegas, a municipal corporation of the State of Nevada (the "Guaranteed Party").

Recitals

A. Republic Silver State Disposal, Inc., a Nevada corporation d/b/a Republic Services of Southern Nevada and Republic Dumpco, Inc., a Nevada corporation (each a "Subsidiary"), and the Guaranteed Party are parties to that certain Franchise Agreement for Collection, Transportation and Disposal of Solid Waste Agreement, dated as of _____ (the "Agreement").

B. As an inducement to the Guaranteed Party to enter into the Agreement, Guarantor has agreed to guarantee the performance of Subsidiary's obligations under the Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. Guaranty. Guarantor irrevocably and unconditionally guarantees to the Guaranteed Party the due and punctual performance of each obligation of Subsidiary contained in the Agreement in accordance with its terms and conditions. Guarantor agrees that if Subsidiary shall fail to perform any of its obligations under the Agreement when due in accordance with the terms of the Agreement, it shall, upon demand made by the Guaranteed Party, immediately perform the obligation, to the extent that such performance is required to be made or performed by Subsidiary. Notwithstanding anything to the contrary contained in this Guaranty, this Guaranty pertains only to those obligations owed by Subsidiary under the Agreement, and shall in no way alter or expand any obligation owing under the Agreement or diminish any defense available to Subsidiary under the Agreement. This Guaranty in no way alters the respective obligations, rights, defenses, setoffs, counterclaims, or privileges of the parties to the Agreement, all of which shall be equally available to Guarantor as to Subsidiary in the event the Guaranteed Party makes a claim under this Guaranty. The Guaranteed Party, however, may commence any action or proceeding based upon this Guaranty directly against Guarantor without making Subsidiary a party defendant in such action or proceeding and it shall not be necessary for the Guaranteed Party to bring any action or proceeding first against Subsidiary to recover from the Guarantor.

Guarantor agrees that the obligations of Guarantor pursuant to this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by any of the following (whether or not Guarantor shall have any knowledge thereof):

(a) any termination, amendment, modification or other change in the Agreement;

(b) any failure, omission or delay on the part of Subsidiary, Guarantor, any or any other guarantor of Subsidiary's obligations to conform or comply with any term of the Agreement;

(c) any waiver, compromise, release, settlement or extension of time of performance or observance of any of the obligations or agreements contained in the Agreement;

(d) any dissolution of Guarantor or any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings with respect to Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations, as applicable, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

(e) any merger or consolidation of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations into or with any person, or any sale, lease or transfer of any of the assets of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations to any other person; or

(f) any change in the ownership of the capital stock of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations or any change in the relationship between Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations, or any termination of any such relationship.

2. Representations and Warranties. Guarantor represents and warrants to the Guaranteed Party that this Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

3. Miscellaneous

(a) Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Nevada without reference to the choice of law principles thereof. Any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the state or federal courts of the State of Nevada.

(b) No Third Party Benefits. Nothing in this Guaranty is intended, and it shall not be construed, to confer any rights or benefits upon any person other than the Guaranteed Party and no other third party shall have any rights or remedies hereunder.

(c) Notices. All notices and other communications to Guarantor under this Guaranty shall be sufficiently given for all purposes hereunder if in writing and: (i) delivered personally; or (ii) sent by documented overnight delivery service, in each case, to the following:

Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054
Attn: General Counsel

or to such other address and/or to the attention of such other person as Guarantor may designate by written notice to the Guaranteed Party.

(d) Binding Effect; Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto may assign its rights or delegate its obligations under this Guaranty without the express written consent of the other party hereto.

(e) Headings. The headings contained in this Guaranty are inserted for convenience only and will not affect the meaning or interpretation of this Guaranty.

(f) Amendment; No Waiver. This Guaranty may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party hereto may, only by an instrument in writing, waive compliance by the other party hereto with any term or provision of this Guaranty. The waiver by any party hereto of a breach of any term or provision of this Guaranty shall not be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

Republic Services, Inc.

By: Marsha A. Lacy
Name: Marsha A. Lacy
Its: Vice President Treasurer

Exhibit "C"

Certificate of Disclosure for Republic Silver State Disposal, Inc.
and Republic Dumpco, Inc.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	Republic Silver State Disposal, Inc.
Address:	770 E. Sahara Ave. Las Vegas, NV 89104
Telephone:	(702) 599-5951
EIN or DUNS:	65-0768402

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	Type of Business				
Individual	Partnership	Limited Liability Company	X	Corporation	

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mark R. Clatt/Director/President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
2.	Brian M. DelGhiaccio/Director/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
3.	Brian A. Goebel/Director	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
4.	Brian A. Bales/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
5.	Tim M. Benter/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
6.	Nathan Cabbil/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
7.	Michael A. Caprio/Vice President	3260 Blume Drive, Ste. 200 Richmond, California	(510) 262-7100
8.	W.T. Eggleston, Jr./Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
9.	Myndi M. Kort/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
10.	Marsha A. Lacy/Treasuer	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals–Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

Block 5	Disclosure of Ownership and Principals—Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages:

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

_____
Name

State of Nevada
County of Clark

11-3-16
Date

Subscribed and sworn to before me this 3rd day of November, 2016.

JEN NOTHELFER
Notary Public-State of Nevada
APPT. NO. 13-10088-1
My Appt. Expires February 13, 2017

_____
Notary Public

1887469v1

-- DISCLOSURE OF PRINCIPALS CONTINUATION –

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	James H. Olsen/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
12.	Timothy E. Stuart/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
13.	Andrew J. Sweet/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
14.	Jon Vander Ark/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
15.	Lawrence Focazio/Vice President, Tax	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
16.	Eileen B. Schuler/Secretary	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
17.	Republic Services, Inc.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	Republic Dumpco, Inc.
Address:	770 E. Sahara Ave. Las Vegas, NV 89104
Telephone:	(702) 599-5951
EIN or DUNS:	65-0772299

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	Type of Business				
Individual	Partnership	Limited Liability Company	X	Corporation	

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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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2.	Brian M. DelGhiaccio/Director/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
3.	Brian A. Goebel/Director	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
4.	Brian A. Bales/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
5.	Tim M. Benter/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
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The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals-Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

Block 5	Disclosure of Ownership and Principals—Alternate

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

Name of Attached Document:

Date of Attached Document:

Number of Pages:

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

State of Nevada
County of Clark

Name

11-3-16
Date

Subscribed and sworn to before me this 3rd day of November, 20 16.

JEN NOTHELFER
Notary Public-State of Nevada
APPT. NO. 13-10086-1
My App. Expires February 13, 2017

Notary Public

1887475v1

– DISCLOSURE OF PRINCIPALS CONTINUATION –

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	James H. Olsen/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
12.	Timothy E. Stuart/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
13.	Andrew J. Sweet/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
14.	Jon Vander Ark/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
15.	Lawrence Focazio/Vice President, Tax	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
16.	Eileen B. Schuler/Secretary	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
17.	Republic Services, Inc.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

Exhibit "C"

Certificate of Disclosure for Republic Silver State Disposal, Inc.
and Republic Dumpco, Inc.

CERTIFICATE OF SECRETARY

RELATING TO THE CITY OF LAS VEGAS
FRANCHISE AGREEMENT RENEWAL
AND RELATED DISCLOSURE OF OWNERSHIP/PRINCIPALS
IN THE STATE OF NEVADA

The undersigned, Secretary of **REPUBLIC SILVER STATE DISPOSAL, INC.**, a Nevada corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **TIMOTHY OUDMAN** holds the title of Market Vice President and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 3rd day of November, 2016.

Eileen B. Schuler, Secretary

CERTIFICATE OF SECRETARY

RELATING TO THE CITY OF LAS VEGAS
FRANCHISE AGREEMENT RENEWAL
AND RELATED DISCLOSURE OF OWNERSHIP/PRINCIPALS
IN THE STATE OF NEVADA

The undersigned, Secretary of **REPUBLIC DUMPCO, INC.**, a Nevada corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **TIMOTHY OUDMAN** holds the title of Market Vice President and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 3rd day of November, 2016.

Eileen B. Schuler, Secretary

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Discussion for possible action regarding the consideration of the suitability of Avi S. Kopelman as a principal on an Alcohol Beverage License per LVMC 6.06.120 and consider a Change in Ownership of a Tavern License for SAHARA LOUNGE, LLC dba THE SAHARA LOUNGE at 1000 East Sahara Avenue, Suite #105 FROM: THOMAS P. LEARY, JR AND SHAUN C. POLACK TO: THOMAS P. LEARY, JR. AVI S KOPELMAN AND SHAUN C. POLACK - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding consideration of the suitability of Avi S. Kopelman as a principal on an Alcohol Beverage License per LVMC 6.06.120 and consider a Change in Ownership of a Tavern License.

RECOMMENDATION:
No Recommendation

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

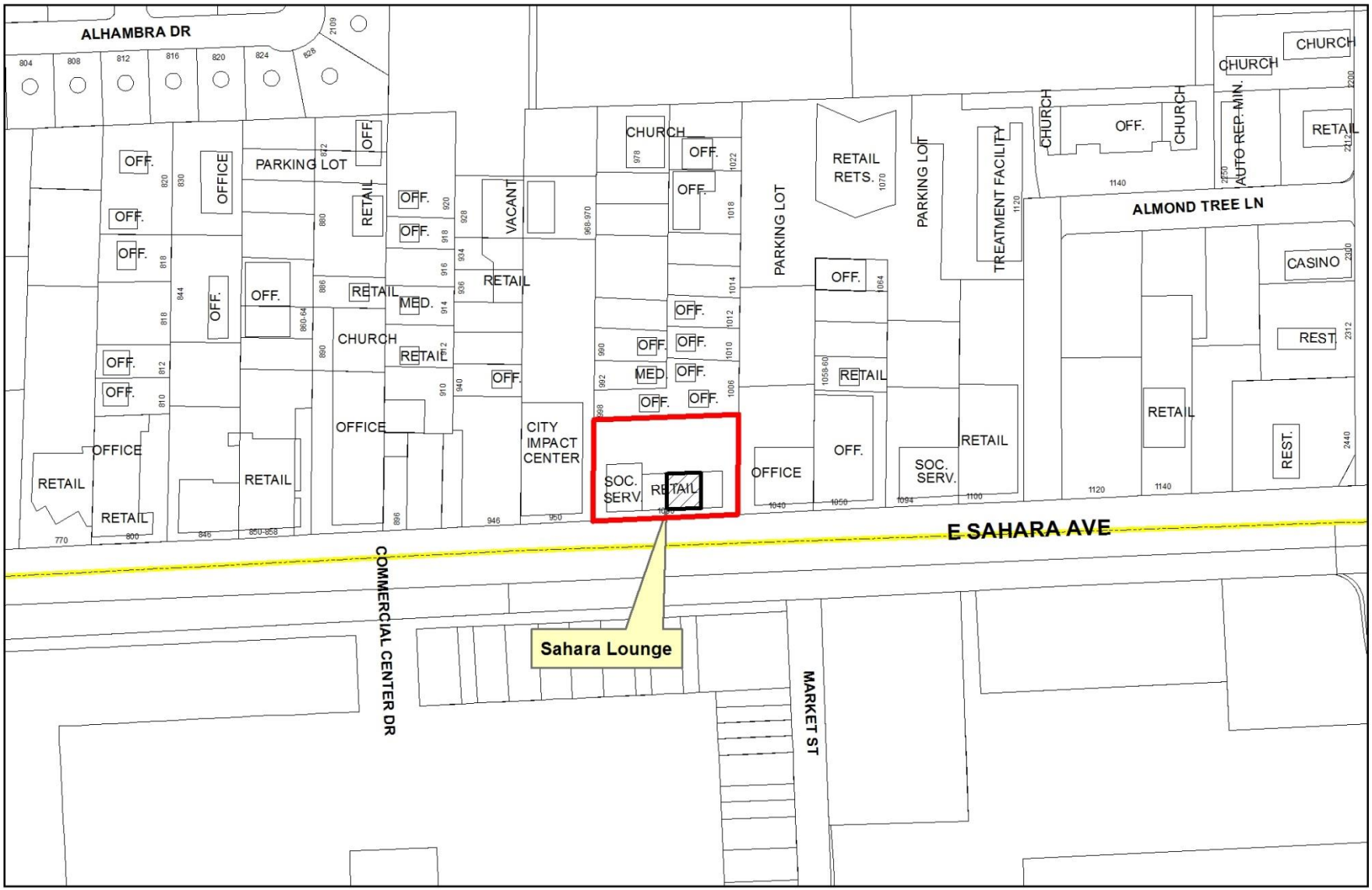
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 5, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: Discussion for possible action regarding consideration of the suitability of Avi S. Kopelman as a principal on an Alcohol Beverage License per LVMC 6.06.120 and consider a Change in Ownership of a Tavern License for SAHARA LOUNGE, LLC dba THE SAHARA LOUNGE at 1000 East Sahara Avenue, Suite #105 FROM: THOMAS P. LEARY, JR AND SHAUN C. POLACK TO: THOMAS P. LEARY, JR. AVI S KOPELMAN AND SHAUN C. POLACK - Ward 3 (Coffin)

OWNERSHIP:

THE SAHARA LOUNGE, LLC
Thomas P. Leary, Jr., Managing Member
Avi S. Kopelman, Managing Member
Shaun C. Polack, Managing Member



Sahara Lounge
1000 East Sahara Avenue, Suite #105
Ward 3

Legend

- City Limits
- Subject Property
- Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, February 06, 2017

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
RESOLUTIONS:

R-16-2017 - Discussion for possible action to approve a Resolution establishing the process for the adoption of Building and Fire Codes for Mid-Rise construction in the City of Las Vegas - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Nevada State Legislature is considering the City's bill, Senate Bill 67, which would allow local jurisdictions in Southern Nevada to develop regulations for mid-rise construction. Currently, NRS 477.150 requires a number of minimum standards for certain buildings 55 feet or greater in height. The International Building and Fire Codes do not require all of those standards for buildings less than 75 feet in height. In order to address this, city staff plans to work with community stakeholders to collaboratively establish a definition for mid-rise construction in a transparent and public process. The attached resolution outlines the process for the Council's consideration.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-16-2017

R-16-2017

RESOLUTION ESTABLISHING THE PROCESS FOR THE ADOPTION OF BUILDING AND FIRE CODES FOR MID-RISE CONSTRUCTION IN THE CITY OF LAS VEGAS

WHEREAS, the 2017 Nevada State Legislature is considering a City requested bill, Senate Bill 67, which addresses certain construction at least 55 feet in height; and

WHEREAS, in connection with the processing of Senate Bill 67, it has been proposed to allow local jurisdictions in Southern Nevada to adopt and apply their own regulations to buildings between 55 and 75 feet in height (mid-rise construction); and

WHEREAS, NRS 477.150 currently requires a number of minimum standards in connection with certain buildings 55 feet or greater in height; and

WHEREAS, the International Building Code and International Fire Code currently do not require all those standards for buildings less than 75 feet in height; and

WHEREAS, the City desires to work collaboratively with a community stakeholders group to address this discrepancy by creating a definition for mid-rise construction and developing building and fire regulations that provide for the safe construction, occupancy and use of this building type; and

WHEREAS the City desires this process to be a transparent and public process incorporating the needs and concerns of all interested parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to authorize City staff to facilitate the consideration of building and fire code regulations pertaining to mid-rise construction. In so doing, City staff shall:

1. Establish a formal stakeholders committee (the "committee") with voting members to include representatives from among the following: Professional Firefighters of Nevada; IAFF Local 1285; State Fire Marshal Office; General Contractor Organization; NAIOP; and the City's Building and Safety Department. Non-voting ex officio members may include the City Fire Marshal, a representative of the Southern Nevada Building Officials organization, a local developer and the City's Executive Director of Community Development, who will serve as the committee's facilitator. The committee will be responsible for helping define and develop regulations for mid-rise construction. The committee will make

recommendations to City staff.

2. Hold no less than three publicly posted meetings to report out and receive public input on these regulations as they are being developed.

3. Direct the committee to prepare a Code Revision Report (the "Report") to be presented to City Council, to include at a minimum:

A. Definition of mid-rise construction or mid-rise buildings.

B. Fire and life safety requirements pertaining to: automatic fire sprinklers; standpipes; smoke control; emergency voice/alarm communication system; central control station; and means of egress.

C. Construction type.

D. Evaluation of model mid-rise codes from other jurisdictions.

E. Any dissenting comments or feedback received during the process of developing the Report.

4. Require the Report to be presented to the City Council by October 31, 2017.

5. Post an agenda item as a public hearing discussion at one of its regular City Council meetings to receive the Report and deliberate on its findings and recommendations.

6. If the Report is accepted or approved by the City Council, begin the process of code adoption in conformance with the Report, including any changes and/or modifications as approved at the public hearing.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2017.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC, City Clerk

APPROVED AS TO FORM

Val Steed 3-27-17
Val Steed, Deputy City Attorney Date

17-1002.005

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the reappointment of members to the Neighborhood Partners Fund Board from the following list of nominees: Neighborhood Representatives - Greg Toussaint (Mayor's Designee), Sherese Holmes (Ward 2), Lance Kirk (Ward 3), Beth Borysewich (Ward 4), AJ Powell (Ward 5), Larry Schultz (Ward 6) and Staff Designees - Anne Kilponen (Ward 1), Vicky Skilbred (Ward 2), Maria Jose Norero (Ward 3), Sally Christensen (Ward 4), Joseph Mitchell (Ward 5), Christine Kramar (Ward 6) and the appointment of nominee Shelly Walters as the Ward 1 Neighborhood Representative - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund Board was established through Council action in June of 1998 to review Neighborhood Partners Fund applications and make funding recommendations to the City Council. The Neighborhood Partners Fund program is designed to assist the residents of the city of Las Vegas to improve the quality of life in their communities. Procedure for this Board is appointment by Mayor and City Council.

RECOMMENDATION:
Approval of the appointment/reappointments per Subject.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Current Listing and Authority

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 5, 2017
DEPARTMENT: CITY CLERK
ITEM DESCRIPTION: Discussion for possible action on the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2017-18 – All Wards

FY 2017-2018 Neighborhood Partners Fund Board	
Representative	**Board Member**
Mayor or her designee	Greg Toussaint
Ward 6 Mayor Pro Tem Staff Designee	Christine Kramar
Ward 6 Mayor Pro Tem Neighborhood Representative	Larry Schultz
Ward 1 Staff Designee	Anne Kilponen
Ward 1 Neighborhood Representative	Shelly Walters
Ward 5 Staff Designee	Joseph Mitchell
Ward 5 Neighborhood Representative	(Mrs.) AJ Powell
Ward 4 Staff Designee	Sally Christensen
Ward 4 Neighborhood Representative	Beth Borysewich
Ward 3 Staff Designee	Maria Norero
Ward 3 Neighborhood Representative	Lance Kirk
Ward 2 Staff Designee	Vicky Skilbred
Ward 2 Neighborhood Representative	Sherese Holmes

05/18/2016

NEIGHBORHOOD PARTNERS FUND BOARD

	MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1)	**GREG TOUSSAINT** **MAYOR GOODMAN' S DESIGNEE**			3/16/2011	3/30/2017
2)	**ANNE KILPONEN** **CITY COUNCIL - WARD 1** **STAFF DESIGNEE**			4/6/2016	3/30/2017
3)	**BRIAN KNUDSEN** **NEIGHBORHOOD REP - WARD 1**			4/6/2016	3/30/2017
4)	**VICKY SKILBRED** **CITY COUNCIL - WARD 2** **STAFF DESIGNEE**			3/20/2013	3/30/2017
5)	**SHERESE HOLMES** **NEIGHBORHOOD REP - WARD 2**			6/20/2012	3/30/2017
6)	**MARIA NORERO** **CITY COUNCIL - WARD 3** **STAFF DESIGNEE**			4/6/2016	3/30/2017
7)	**LANCE KIRK** **NEIGHBORHOOD REP - WARD 3**			3/20/2013	3/30/2017
8)	**SALLY CHRISTENSEN** **CITY COUNCIL - WARD 4** **STAFF DESIGNEE**			5/18/2016	3/30/2017
9)	**BETH BORYSEWICH** **NEIGHBORHOOD REP - WARD 4**			3/19/2014	3/30/2017
10)	**JOSEPH MITCHELL** **CITY COUNCIL - WARD 5** **STAFF DESIGNEE**			5/18/2016	3/30/2017
11)	**AJ POWELL (MS.)** **NEIGHBORHOOD REP - WARD 5**			4/05/2006	3/30/2017
12)	**CHRISTINE KRAMAR** **CITY COUNCIL - WARD 6** **MAYOR PRO TEM STAFF DESIGNEE**			4/01/2015	3/30/2017
13)	**LARRY SCHULTZ** **MAYOR PRO TEM NEIGHBORHOOD REP - WARD 6**			4/01/2015	3/30/2017

AUTHORITY: Created by Council Action on 3-9-98 with bylaws approved on 6-22-98. By-Laws were amended on 2-16-2000 to increase the membership to 13 members. By-law approval of 3-18-2009 adjusted terms to April 1 through March 30 of appointed year; By-Laws were amended 5/19/2010 to clarify City residency is not required.

MEMBERS: 13 MEMBERS appointed by the Mayor and City Council comprised as follows:
Mayor or her/his designee
Council Liaison or Staff Designee of the Councilmember for each of the six Council Wards
One Neighborhood Representative for each of the six Council Wards

TERM: Members shall each serve a term of one year. Expiration dates were set on 5/18/2000 so all members terms expired at the same time and adjusted to 4/1 to 3/30 in 2009.
Members may be reappointed to consecutive one-year terms as necessary
(Must fill unexpired term. Membership is not assignable or transferable.)

NOTES: Members Need Not Be City Residents
No Financial Disclosure Required

PURPOSE: Review Neighborhood Partners Fund applications and recommend awards to the City of Las Vegas City Council

MEETINGS: Department of Parks, Recreation and Neighborhood Services - Call of the Chair and the Board may establish regular meetings by resolution. Meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Rumaldo Chaidez to the Civil Service Board of Trustees to replace David Steinman (Deceased)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Board of Civil Service Trustees is comprised of 5 members appointed by the City Council for a four-year term. Members of this board must be City residents and attendance is compensatory. Members are limited to two full terms and there is no requirement to fill an unexpired portion of a term. David Steinman was reappointed to this Board in August, 2013, and has since passed away.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. The option is for any member of the City Council to recommend a new member to this Board.

BACKUP DOCUMENTATION:
Current Listing and Authority

2-17-2016 **Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.**

BOARD OF CIVIL SERVICE TRUSTEES

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1. MACK, LOIS	1-8-2014	1-8-2018
2. BURCH, VALENCIA	7-10-2013	7-10-2017
3. JORDAN, RODNEY	3-21-2012 **(Reap. 2-17-2016)**	3-21-2020
4. STEINMAN, DAVID W.	9-16-2009 **(Reap. 8-21-2013)**	9-16-2017
5. MCCOY, ROXANN	12-17-2014	12-17-2018

******

AUTHORITY: City Charter Article 10 - L.V.M.C. 3.04; Ordinance 3307 (Bill 87-41); Ordinance 3311 (Bill 87-48); Ordinance 3321 (Bill 87-57); Ordinance 5346 (Bill 2001-70), of 8-1-2001 indicating Financial Disclosures requirement

TERM: 4 year terms (do not have to fill unexpired terms).
Members are limited to two full terms. (Ord. 3321, 11-4-87)

APPOINTED: 5 members appointed by the City Council.

COMPENSATION: $50.00 for each meeting attended.

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT (Ord. 3527, LVMC 2.49).**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PURPOSE: The Board of Civil Service Trustees administers the system of civil service.

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the reappointment of members to the Las Vegas-Clark County Library District Board of Trustees from the following list of nominees: Felipe Ortiz, Marilyn Drake and Robin Munier - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board is comprised of five members appointed by the City Council and five members appointed by Clark County. Terms of office are for four years, and members are limited to two full terms. Membership on this Board requires City residency, and attendance is compensatory. Mr. Ortiz was appointed on July 10, 2013 to fill an unexpired term; Ms. Drake was appointed on March 20, 2013; Ms. Munier was reappointed on March 20, 2013. All three members are eligible for reappointment.

RECOMMENDATION:
Procedure for this Board requires recommendation by any member of the City Council with Council ratification. Options are:
Reappoint Mr. Ortiz, Ms. Drake and Ms. Munier or appoint new members to fill these seats.

BACKUP DOCUMENTATION:
Current Listing and Authority

03/18/2015 **Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.**

LAS VEGAS-CLARK COUNTY
LIBRARY DISTRICT BOARD OF TRUSTEES

MEMBERS	ORIG. APPT.	TERM EXPIRES
1. MELENDREZ, JOSE	03/06/2015	03/06/2019
2. YTURRALDE, YDOLEENA	03/16/2011 **(Effect. 04/03/2011)** **(Reapp. 03/18/2015)**	04/03/2019
3. ORTIZ, FELIPE (Fills the unexpired term of Ron Kirsh)	07/10/2013	04/07/2017
4. DRAKE, MARILYN	03/20/2013 **(Effect. 04/18/2013)**	04/18/2017
5. MUNIER, ROBIN	12/07/2011 **(Reapp. 03/20/2013)**	04/18/2017

AUTHORITY: Consolidated Library District created by the 1985 Legislature
S. B. 158, 2-18-85
NRS 379.0222
Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001 regarding Financial Disclosure requirement
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.

TERM: 4 years (limited to 2 terms*)
(Must fill unexpired portion of terms, if appropriate)
*In March of 2009, the Consolidated Library District Attorney reversed the opinion made in 2003 that members may serve two four-year terms plus any unexpired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years. The new opinion removes the 10 year cap while maintaining the limit to two full terms in addition to any portion of an unexpired term to which the member has been appointed.

MEMBERS: 5 members appointed by the City Council
(County also appoints 5 members)

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

Members receive $40 per meeting, but not more than $80 per month.

Dr. Ronald Heezen, Executive Director
7060 W. Windmill Lane
Las Vegas, NV 89113
507-6186

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Elizabeth Pattarettu to the Senior Citizens Advisory Board to replace Judy Vandever (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). Ms. Vandever served as one of the Mayor's appointees to the board, and a replacement member must be named to fill this seat.

RECOMMENDATION:
Procedure for this Board is a recommendation by the appropriate member of Council with the approval of the Council.

BACKUP DOCUMENTATION:
Current Listing and Authority

SENIOR CITIZENS' ADVISORY BOARD

	MEMBERS		ORIGINAL APPT.	TERM EXPIRES
1.	WEINSTEIN HALL, YVETTE **(Goodman's recommendation)** Replaces Mary Ellen Heise, Resigned	**(Ward 2 Resident)**	11-02-2016	6-2019
2.	VACANT **(Goodman's recommendation)** Replaces Judy Vandever, Resigned			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.	GOLDSTEIN, MAXENE **(Ross' recommendation)** Replaces Mickey Lee Moore, Resigned	**(Ward 6 Resident)**	6-1-2016	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 and Recreation Department (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.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2017-3 - For Possible Action - Repeals and replaces LVMC Chapter 9.08, relating to the collection and management of solid waste and recyclable materials. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will repeal and replace LVMC Chapter 9.08, relating to the collection and management of solid waste and recyclable materials. The bill's principal purpose initially was to facilitate and establish the means of implementing single-stream residential recycling within the City. During drafting, it was decided to do a comprehensive update of the provisions regarding solid waste and recyclable materials, including necessary clarifications in language and updates to collection charge amounts as they have increased over the years pursuant to the applicable consumer price index.

RECOMMENDATION:
Bill not heard at a Recommending Committee Meeting; Bill was forwarded to Full Council from the February 15, 2017 City Council Meeting to the April 5, 2017 City Council Meeting and is eligible for adoption on this April 5, 2017 City Council Meeting.

First Read – 2/15/2017 First Publication – 3/24/2017

BACKUP DOCUMENTATION:
1. Bill No. 2017-3
2. Letter of Opposition from Danielle Basson, Simple Environmental Services Group
3. Letter of Opposition from Jeffery A. Garofalo

BILL NO. 2017-3

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REPLACE LVMC CHAPTER 9.08, RELATING TO THE COLLECTION AND MANAGEMENT OF SOLID WASTE AND RECYCLABLE MATERIALS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Repeals and replaces LVMC Chapter 9.08, relating to the collection and management of solid waste and recyclable materials.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 9 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 8 and consisting of Sections 10 to 320, inclusive, reading as follows:

9.08.010: It is declared to be the policy of the City to regulate the collection, transportation, deposit, transfer, recycling and disposal of solid waste and recyclables in a manner that is consistent with State law and that will:

(A) Protect public health and welfare.

(B) Prevent water or air pollution.

(C) Prevent the spread of disease and the creation of nuisances.

(D) Conserve natural resources.

(E) Enhance the beauty and quality of the environment.

9.08.020: In the construction of this Chapter, the following definitions shall apply, unless the context clearly requires otherwise:

"Bulky item" means any large item normally associated with a residential household that does not fit into a residential solid waste container or wheeled cart, including without limitation appliances, carpeting and mattresses, and that can be handled by a two person crew.

"Cash receipts" means all receipts derived from the collection of solid waste and residential recyclables collection services and includes, by way of illustration and not limitation, all cash, credits, property or other consideration of any kind derived directly or indirectly by a franchisee (or any of its authorized agents or affiliates) for the collection, transportation and disposal of solid waste, including all revenue received from residential service (including any charges attributable to residential recyclables collection services); commercial and industrial service; medical-waste service; sewage-waste service; special collection-related services provided pursuant to a franchise agreement and this Chapter; container rentals, including delivery, removal and exchange fees; packaging; shipping; late fees; and lien fees, but excluding revenues from:

(A) The sale of recyclables.

(B) Any taxes on services furnished by a franchisee that are imposed by any governmental entities, that are passed through to and collected from the franchisee's customers, and that are separately itemized on customers' bills.

"Collection costs" means administrative costs and legal fees the licensed franchisee incurs when attempting to collect any charges and/or penalties from the legal owner of the premises where solid waste is collected, where such charges have become past due and payable.

"Commercial recycler" means any licensed entity, including a licensed franchisee, that is in the business of purchasing, accepting donations of, collecting, storing, transporting or processing commercial source-separated recyclables.

"Commercial source-separated recyclables" means recyclables generated by a commercial business that have been separated from the solid waste stream at the source for recycling purposes and that are not mixed with solid waste other than residual solid waste. In order for commercial source-separated recyclables to be recognized under Section 9.08.060(E), they may not contain more than ten percent residual solid waste.

"Commingled recyclables" means recyclables that have been abandoned or discarded and that are mixed with solid waste other than residual solid waste.

"Compacted solid waste" means solid waste reduced by mechanical equipment, in volume but not weight, by a minimum ratio of three to one.

"Construction or demolition waste" means non-hazardous solid waste resulting from the construction, remodeling, repair, and demolition of utilities and structures, as well as uncontaminated solid waste resulting from land clearing. Such waste includes, but is not limited to, wood (including painted, treated, and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles and other roofing coverings, glass, plastics that are not sealed in a manner that conceals other wastes, empty buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom, electrical wiring and components containing no hazardous liquids, pipe and metals, corrugated container board, carpeting, furniture, and tires, and materials that are incidental to any of the above. Solid waste that is not "construction or demolition waste" (even if resulting from the construction, remodeling, repair, and demolition of utilities, structures, and roads and land clearing) includes, but is not limited to, asbestos waste, garbage, electrical fixtures containing hazardous liquids such as fluorescent light ballasts or transformers, fluorescent light bulbs or tubes, appliances, drums, containers greater than ten gallons in size, any containers having more than one inch of residue remaining on the bottom, or fuel tanks.

"CPI-U" means the Consumer Price Index, All Urban Consumers for All Items, U.S. City Average Series ID:CUUR0000SA0, as published by the Bureau of Labor Statistics, U.S. Department of Labor.

"Dead animals" means all dead animals or parts thereof (including condemned meats) that are not intended to be used as food for man or animal.

"Dirt" means loose earth, ashes and manure, but exclusive of sand and gravel that is to be used in construction work.

"Drop-off center" means a collection site where source-separated recyclables may be taken by persons and deposited into designated containers.

"Duplex" means a building or dwelling containing residential dwelling units for two separate families or occupants, each receiving individual solid waste curbside collection.

"Franchise agreement" means an agreement between the City and a third party by which such third party is authorized to collect, transport and dispose of solid waste and perform residential recyclables collection services in the City.

"Franchise fee" means the fee required by a franchise agreement based upon a percentage of a franchisee's cash receipts derived from the collection, transportation and disposal of solid waste and residential recyclables collection services in the City.

"Franchisee" means any person who has contracted with the City for collection, transportation and disposal of solid waste and the performance of residential recyclables collection.

"Garbage" means putrescible animal and vegetable wastes, other than source-separated recyclables, that result from the handling, storage, sale, preparation, cooking and serving of food, and that have been discarded or abandoned.

"Hazardous waste" means any waste or combination of wastes, including solids, semisolids, liquids or contained gases which:

(A) Because of its quantity or concentration or its physical, chemical or infectious characteristics may:

(1) Cause or significantly contribute to an increase in mortality or serious irreversible or incapacitating illness; or

(2) Pose a substantial hazard or potential hazard to human health, public safety or the environment when it is given improper treatment, storage, transportation, disposal or other management;

(B) Is identified as hazardous waste by the Nevada Department of Conservation and Natural Resources as a result of studies undertaken for the purpose of identifying hazardous wastes; and

(C) Includes, among other wastes, toxins, corrosives, flammable materials, irritants, strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

"Incidental non-recyclable waste" means the non-recyclable components of white goods, whole computers, or whole automobiles for which dismantling and separation of recyclable from non-recyclable

components by the generator are impractical, such as insulation or electronic components in white goods.

"Materials recovery facility" means a facility that provides for the extraction from construction or demolition waste of those recyclable materials that may be found in construction or demolition waste. The term does not include:

(A) A facility that receives only source-separated recyclables;

(B) A facility for the recovery of used motor vehicle parts;

(C) A facility that receives, processes or stores only concrete, masonry waste, asphalt pavement, brick, uncontaminated soil, or stone for the recovery of recyclables; and

(D) A facility that recovers less than twenty-five percent by weight of recyclables from the solid waste received.

"Medical waste" means items other than a culture or stock of an infectious substance, that contain an infectious substance and are generated in:

(A) The diagnosis, treatment or immunization of human beings or animals;

(B) Research pertaining to the diagnosis, treatment or immunization of human beings or animals; or

(C) The production or testing of biological products.

The term "medical waste" does not include the following if the items as packaged do not contain any material otherwise subject to the requirements of 49 CFR Part 173, App. G, as amended:

(1) Biological products;

(2) Diagnostic specimens;

(3) Laundry or medical equipment that conforms to 29 CFR 1910.1030 of the regulations of the Occupational Safety and Health Administration of the United States Department of Labor;

(4) A material, including waste, that previously contained an infectious substance and has been treated by steam sterilization, chemical disinfection or other appropriate method, so that it no longer poses the hazard of an infectious substance;

(5) Any waste material, including garbage, trash and sanitary waste in septic tanks, derived from households, including but not limited to single and multiple residences, hotels and motels;

(6) Corpses, remains and anatomical parts that are intended for ceremonial interment or cremations; or

(7) Animal waste generated in animal husbandry or food production.

"Motel" means a building or group of buildings whose main function is to provide temporary lodging and which does not offer conference rooms, restaurants or similar amenities to its customers in addition to sleeping quarters.

"Multiple dwellings" means any premises on which there are three or more separate residential dwelling units which are grouped together under the management of one person and which do not require separate individual curbside collection of solid waste.

"Non-residential customer" means any solid waste disposal service customer of a franchisee except for customers at single-family residences, duplexes or mobile home parks who receive individual curbside collection of solid waste and who do not share containers with other residents.

"Overflow" or "overflowing solid waste" means solid waste of non-residential customers that is deposited on the ground outside of a solid waste container, or excess solid waste that has been piled onto a solid waste container that is already full to such an extent that the excess solid waste will spill onto the ground in the emptying process, requiring more than minimal manual cleanup of solid waste from the ground.

"Place of business" means any place of business in the City, other than multiple dwellings, to conduct or carry on principally or exclusively any pursuit or occupation for the purpose of gaining a livelihood.

"Premises" means a nonresidential or residential lot, including any buildings, improvements, and personal property located thereon.

"Public building" means office buildings, clubs, churches, schools, hospitals or other places of

similar character.

"Putrescible" means capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors or gases.

"Recyclable materials" or "recyclables" means solid waste that can be processed and returned to the economic mainstream in the form of raw materials or products, including, but not limited to:

(A) Newspaper;

(B) Corrugated cardboard;

(C) Aluminum;

(D) Yard debris (material generated from plants, including trees, bushes, sod, and grass clippings on residential or business property);

(E) Office paper;

(F) Glass;

(G) Tin and steel cans;

(H) Metal;

(I) Motor oil;

(J) Plastic;

(K) Antifreeze;

(L) Wood; and

(M) Food waste.

"Recycling center" has the same meaning as "recycling center," as that term is defined in the Southern Nevada Health District's Regulations Governing Recycling Centers, as amended.

"Refuse" means those discarded materials that have no useful physical, chemical or biological properties after serving their original purpose and that cannot be reused or recycled for the same or other purposes, including medical waste, but excluding mining waste, agricultural waste, source-separated recyclable materials and incidental non-recyclable waste.

"Residential recyclables collection" means a curbside collection program operated by a solid waste

franchisee in which source-separated recyclables are collected from residential customers on a regularly scheduled basis as a part of the franchisee's solid waste business, whether the collection is of source-separated recyclables or is part of a single-stream recycling program.

"Residential solid waste container" means a receptacle capable of storing solid waste, that is constructed of a rigid material such as plastic or metal, that is used for the temporary storage of solid waste, and that is equipped with handles and covers appropriate for the container design. The term does not include trash bags.

"Residual solid waste" means an amount of material that:

(A) Has been collected at the site of generation (not including permitted recyclable material);

(B) Remains or is left after the separation and removal of permitted, source-separated recyclable materials;

(C) Does not exceed ten percent by weight, if scales are available at the facility, or by volume, if scales are not installed at the facility, of the total amount of materials prior to separation;

(D) Cannot be recycled and returned to the economic mainstream; and

(E) Must be disposed of as solid waste pursuant to this Chapter and the applicable regulations of the solid waste management authority.

For purposes of this definition, "facility" includes any location that holds a permit issued by the solid waste management authority.

"Rubbish" means nonputrescible wastes, other than source-separated recyclables, that have been discarded or abandoned such as paper, cardboard, automobiles, cans, wood, glass, bedding, crockery and similar materials.

"Sewage waste" means any solid or semi-solid waste, including biosolids, sludge, screenings and grit, generated from the operation of the City's water pollution control facility.

"Single-family residence" means a building or dwelling designed or used for single-family residential occupancy and where no business is conducted (other than a licensed home occupation

business), and includes a mobile home, apartment and other unit in a multiple dwelling which receives individual residential collection of solid waste, bulky items and recyclables.

"Single-stream recycling" means a system in which multiple types of recyclable materials are combined in a single container for collection by a franchisee instead of first being sorted by a residential customer into separate containers before such collection.

"Solid waste" means all putrescible and nonputrescible materials in solid or semisolid form that have been discarded or abandoned by their owner, including garbage, rubbish, junk vehicles and parts, ashes or incinerator residue, street refuse, dead animals, construction or demolition waste, commercial or industrial waste, medical waste, sewage waste, commingled recyclables and other refuse. The term "solid waste" does not include any of the following:

(A) Hazardous waste managed pursuant to NRS 459.400 through 459.600, inclusive.

(B) Commercial source-separated recyclables.

"Solid waste management authority," with regard to areas within the City of Las Vegas or within Clark County, means the Southern Nevada Health District or its successor with regard to the regulation of solid waste management. With regard to any other location in the State of Nevada, the term refers to the state or county entity charged with the regulation of solid waste management at that location.

"Source-separated recyclables" means recyclables that have been separated from the solid waste stream at the source for recycling purposes and that are not mixed with solid waste other than residual solid waste.

"Unforeseen economic circumstance" means:

(A) A percentage change in the CPI-U for a given twelve-month period that is greater than ten percent or below zero (a decrease);

(B) An adverse economic occurrence beyond a franchisee's reasonable control; or

(C) A finding by the City Council that there have been economic occurrences during that period that have caused specific additional economic costs for a franchisee which are not reflected in changes to the CPI-U during that same period.

"Wheeled cart" means a receptacle provided to a residential customer by a franchisee (whether at no charge or by means of rental) for use in the collection of solid waste and in single-stream recycling.

"White goods" means large household appliances (whether finished with white enamel or with other colors), including without limitation refrigerators, washing machines, clothes dryers, stoves and dishwashers.

9.08.030: Any person collecting, transporting, processing or disposing of solid waste, hazardous waste or recyclables shall do so subject to the ordinances, rules and regulations of the City, the Southern Nevada Health District, the State of Nevada and the Federal Government.

9.08.040: (A) It is unlawful for any person to:

(1) Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter or highway within the City, any solid waste, hazardous waste or recyclables.

(2) Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or recyclables upon the private or public property or premises or into the container of another person within the City, except as may be provided for in this Chapter.

(3) Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste, hazardous waste or recyclables in such a manner, or permit the same to remain on his or her premises in such condition so that the same may be blown or carried over to public or other private property by any means whatsoever.

(4) Throw or deposit or cause to be thrown or deposited any solid waste, hazardous waste or recyclables in any areas of the City not designated, authorized or licensed by the City for deposit of these materials.

(B) There is hereby created a rebuttable presumption that the disposal of solid waste, hazardous waste or recyclables in violation of this Section was done by the owner of such items.

9.08.050: It is unlawful for any person, for the purpose of disposal of solid waste, hazardous waste or recyclables by burning, to kindle or maintain any bonfire, or knowingly to furnish the materials for any such fire, or to authorize any such fire to be kindled or maintained in any solid waste, hazardous waste or

recyclables container, or on any street, alley, road, land or other public grounds or upon any private property, within the City, unless a written permit to do so shall first have been secured from the Department of Fire and Rescue; provided, however, that solid waste and infectious waste may be burned in an incinerator duly approved by the Department of Fire and Rescue and the Department of Building and Safety.

9.08.060: Except in case of an emergency declared by the City Manager under Section 9.08.070, it is unlawful for any person, other than the City, a franchisee or their duly appointed agents, to collect, haul, convey or transport any solid waste, or provide residential recyclables collection; provided, however, that:

(A) Subject to Subsection (J) of this Section, construction or demolition waste that results directly from the activities of construction, remodeling, repair, and demolition of utilities and structures, as well as uncontaminated solid waste that results directly from the activity of land clearing may be removed by any duly licensed construction, construction cleanup or demolition contractor and transported to a transfer station or disposal site operated by the City or its franchisee, to a materials recovery facility (construction or demolition waste), or other transfer station or disposal facility legally authorized by the solid waste management authority having jurisdiction over the facility;

(B) Subject to Subsection (J) of this Section, a duly licensed construction company, construction cleanup company, demolition contractor or materials recovery facility (construction or demolition) may transport the solid waste residue from an authorized materials recovery facility (construction or demolition waste), after separating out recyclable materials, to a transfer station or disposal facility legally authorized by the solid waste management authority having jurisdiction over the facility;

(C) Any person may transport his or her own solid waste to a transfer station or disposal site operated by the City or its franchisee. No person shall utilize an agent to transport his or her own solid waste unless that agent is a member of that person's immediate family or that person's caregiver;

(D) Any person may transport his or her own source-separated recyclable materials to recycling centers, drop-off centers, or buy-back centers provided that the source-separated recyclable materials contain no more than ten percent residual solid waste by weight or volume;

(E) Subject to Subsection (J) of this Section, any duly licensed commercial recycler, in the legitimate course of such recycler's business, may buy or accept free of charge from any person remove for a person for a fee and/or transport for any person commercial source-separated recyclables, provided that the commercial source-separated recyclables contain no more than ten percent residual solid waste by weight or volume, other than residential recyclables collection;

(F) Subject to Subsection (J) of this Section, any duly licensed and permitted septic tank or grease trap pumpers, licensed yard maintenance services and licensed tree trimmers may transport those materials accumulated in or generated by the performance of licensed services to a transfer station or disposal site operated in accordance with all applicable laws, rules and regulations;

(G) Any licensed person may haul, convey or transport recyclables from his drop-off center to recycling centers or buy-back centers;

(H) A charitable organization qualified under the Federal Internal Revenue Code may collect source-separated recyclable materials from a residential or commercial premises at the express request of the owner, tenant, or occupant and may transport those recyclables to drop-off centers, recycling centers, or buy-back centers;

(I) Sewage waste may be removed, transported and disposed of by the City or by its contractor in accordance with and as specified in a franchise agreement; and

(J) In accordance with other provisions of this Title that may be adopted from time to time, construction or demolition waste, as well as recyclables, may be collected, transported and disposed of as permitted by and in accordance with those provisions.

9.08.070: (A) In the event of an interruption in the collection, transportation or disposal of solid waste and recyclables by the City or its franchisees, problems affecting the public health, safety and welfare may arise. These problems may include increases in pathogens, vectors, fire hazards, unsightly litter, odor and traffic hazards from the accumulation of solid waste and recyclables. This Section is intended to provide for the emergency collection, transportation and disposal of solid waste and recyclables by private citizens in order to minimize the adverse impact on the public health, safety and general welfare

arising from an interruption in the collection, transportation and disposal of solid waste and recyclables.

(B) In the event of an interruption in the collection, transporting or disposal of solid waste and recyclables by the City or its franchisees, the City Manager may declare an emergency.

(C) If the City Manager declares an emergency under Subsection (B) of this Section, the provisions of Section 9.08.060 which relate to transporting solid waste and recyclables shall be suspended and the following provisions shall apply until the date specified in the declaration of emergency or in a subsequent declaration:

(1) The City Manager may designate, establish, operate and maintain temporary emergency collection areas for solid waste and recyclables;

(2) Any person may transport the solid waste and recyclables generated or found on real property in his or her possession to a designated temporary emergency collection area;

(3) Until hauled to a designated temporary emergency collection area, all putrescible solid waste shall be stored indoors in plastic bags or outdoors in containers or receptacles which will not permit access by flies or animals or constitute a fire hazard; and

(4) All putrescible solid waste hauled to a temporary emergency collection area must be securely contained in plastic bags.

9.08.080: (A) It is unlawful for any person other than the owner, the City or a franchisee, or their duly appointed agents, to interfere in any manner with any solid waste container or recyclables container or to remove any such container from the location where placed for collection by the owner, the City or a franchisee.

(B) It is unlawful for any person, other than the operator of a drop-off center or his or her duly appointed agent, to interfere with or remove any recyclables at or from a drop-off center.

9.08.090: It is unlawful to use any cart or vehicle for the transportation or removal of solid waste or recyclables unless such cart or vehicle is appropriately constructed and covered, within industry standards and in accordance with NRS Chapter 484, to prevent or minimize odors from or leakage, sifting, spilling, drifting or blowing of such solid waste or recyclables in or upon the streets through which such cart or

vehicle may be driven.

9.08.100: (A) Except as otherwise provided in this Section and in Section 9.08.105, every person owning or managing any premises shall provide one or more containers sufficient for the depositing of all solid waste from the premises. A solid waste franchisee may rent solid waste containers to its customers pursuant to the rates specified in this Chapter, but the responsibility for placement of such rented containers remains with the person owning or managing the premises.

(B) Until full implementation of single-stream recycling using wheeled carts, a franchisee shall provide to its residential recyclables collection customers, upon request and at no additional cost to such customers, three twelve-gallon crates for the storage and collection of recyclables.

(C) On any single-family or duplex residential premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container (including wheeled carts) within the right-of-way of a street, sidewalk or alley, or within any front yard as defined in the zoning regulations of the City; provided, however, that such containers (including wheeled carts) may be placed within such area, except for traffic lanes, for the purpose of the collection of solid waste and recyclables no earlier than two p.m. on the day prior to the designated collection day, and that such containers (including wheeled carts) must be removed from the right-of-way no later than midnight of the collection day.

(D) On any multiple-dwelling, commercial or industrial premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley. Containers shall be stored within an enclosure if an enclosure was required in connection with development approval or is otherwise provided on the premises. The construction of container enclosures is encouraged, if such construction was not required in accordance with a development approval. To the extent reasonably possible, development plans and approvals concerning the construction of container enclosures shall be coordinated with the solid waste franchisee.

(E) A franchisee shall not be required to pick up solid waste or recyclables from any location that the franchisee, subject to the City's approval, determines is not safe to access with its disposal vehicles due to space limitations restricting vehicle access or maneuverability, including maneuvers

requiring the unsafe backing up of vehicles.

(F) The provisions of this Section may be enforced by the function of the City assigned to code enforcement, as well as the Las Vegas Metropolitan Police Department.

9.08.105: (A) With respect to residential customers receiving twice a week curbside solid waste collection service and once every other week residential recycling collection service, the containers required to be provided pursuant to Subsection (A) of Section 9.08.100 must qualify as residential solid waste containers, as that term is defined in this Chapter.

(B) With respect to residential customers receiving once a week curbside solid waste collection service and once a week single-stream recycling collection service, a franchisee shall provide each such customer, at no additional cost:

(1) One wheeled cart for solid waste and one wheeled cart for single-stream recycling, with capacities of approximately thirty-five, sixty-five, and ninety-five gallons, based on then-current industry standards for such containers. The initial determination of cart capacity to be provided shall be at the sole discretion of the franchisee. A customer may thereafter request a cart of a different capacity, and the franchisee shall comply with the request within a reasonable period of time.

(2) One additional wheeled cart for solid waste or one additional wheeled cart for single-stream recycling, if requested by the customer and at no charge.

(C) A customer receiving the type of service described in Subsection (B) may rent from the franchisee additional wheeled carts beyond those to be provided at no charge pursuant to Subsection (B).

9.08.107: (A) Wheeled carts supplied by a franchisee pursuant to Section 9.08.105 shall remain the property of the supplying franchisee.

(B) Subject to the provisions of Subsections (C) and (D) of this Section, the supplying franchisee shall be responsible for general maintenance of wheeled carts at no cost to the customer.

(C) General maintenance of a wheeled cart under Subsection (B) includes repairs and replacements necessitated by normal wear and tear, but does not extend to:

(1) Maintaining the cleanliness of the wheeled cart; or

(2) Repairing or replacing a wheeled cart where the repair or replacement is necessitated by negligence of the customer.

(D) Customers are responsible for using reasonable care with respect to wheeled carts and their use.

9.08.110: (A) Except as otherwise provided in this Section and Section 9.08.117, at any residence that receives individual residential collection service, each solid waste container other than a wheeled cart as defined in this Chapter shall have a capacity of not less than three nor more than thirty-six gallons and shall weigh no more than fifty pounds, including the contents thereof. Each residence with individual residential collection service shall also be permitted to use the types and sizes of containers listed in Section 9.08.160, Table A.

(B) Except for manual type drop-box containers listed in Section 9.08.160, Table C, all solid waste containers shall be constructed watertight and shall be provided with handles and tight-fitting covers. Each such container and cover shall be made of a material approved for such use by the City. Covers shall not be removed except when necessary to place solid waste therein. Each container and its cover shall be kept clean from accumulating grease and decomposing material.

(C) It is unlawful for a non-residential customer to place out for collection a container which has overflowing solid waste.

(D) Any non-residential customer who places a container out for collection with solid waste overflowing from the container shall be subject to an overflow charge pursuant to Section 9.08.185.

9.08.113: A franchisee shall use its best efforts to complete implementation of single-stream recycling for residential recyclables collection customers by no later than December 31, 2018. Single-stream recycling customers will use wheeled carts for the storage and collection of solid waste and recyclables. In connection with the implementation of single-stream recycling, the franchisee will provide for:

(A) The collection of solid waste and recyclables once per week on the same collection

day; and

(B) The collection of bulky items every other week.

9.08.117: Notwithstanding any other provision of this Chapter:

(A) Each residential customer who receives weekly single-stream recycling collection service shall use wheeled carts for solid waste and for recycling.

(B) For any resident that receives single-stream recycling collection service, a franchisee shall provide, every other week, a separate collection service for bulky items. On the days such service is provided, a residential customer may put such items in a container other than a wheeled cart if the container has capacity of less than thirty-six gallons and weighs no more than fifty pounds (contents included).

(C) Bulky items such as appliances that weigh more than fifty pounds shall be placed next to the wheeled carts or at curbside to be picked up by a two person crew on the bulky item collection day.

9.08.120: (A) No person other than the owner, the City or a franchisee, or their agents may:

(1) Remove any solid waste or recyclables from the solid waste containers or recyclables containers that are intended for collection by a franchisee as part of its solid waste collection and residential recyclables collection programs; or

(2) Tamper with, engage in, interfere with or participate in residential recyclables collection.

(B) No person other than an owner or operator of a drop-off center, or their authorized agents, may remove recyclables from the drop-off center or recyclables that have been bundled, boxed, tied or otherwise collected and placed adjacent to the drop-off center.

9.08.130: (A) All solid waste shall be placed in a container; provided, however, that tree trimmings, palm fronds, scrap lumber and other solid waste capable of being bundled in accordance with Subsection (B) of this Section may be bundled, securely tied and placed at curbside for collection on days that the collection of bulky items is scheduled for that location pursuant to Subsection (B) of Section

9.08.117.

(B) Items bundled pursuant to this Section shall not exceed six feet in length nor weigh more than fifty pounds.

9.08.135: (A) Every non-residential customer shall provide cubic-yard or 96-gallon mobile containers for the solid waste generated from the customer's premises in accordance with the minimum containers requirements set forth in this Section.

(B) For multiple dwellings with three dwelling units, the premises must have cubic-yard container service of at least a one cubic-yard container serviced twice per week, irrespective of occupancy or vacancy of any dwelling units.

(C) For multiple dwellings with four, five or six dwelling units, the premises must have cubic-yard container service equivalent to at least a two cubic-yard container serviced twice per week, irrespective of occupancy or vacancy of any dwelling units.

(D) For multiple dwellings with seven or more dwelling units, the premises must have cubic-yard container service equivalent to at least the greater of the following:

(1) A three cubic-yard container serviced twice per week, irrespective of occupancy or vacancy of any dwelling units; or

(2) One-fourth of a one cubic-yard container per dwelling unit per week, irrespective of occupancy or vacancy of any dwelling units.

(E) For mobile home parks that do not have individual service at each mobile home space, the premises must have cubic-yard container service equivalent to at least one-fourth of a one cubic-yard container per mobile home space per week, irrespective of occupancy or vacancy of any mobile home spaces.

(F) For motels with at least fifty percent of the total units having cooking facilities, the premises must have cubic-yard container service equivalent to at least one-fifth of a one cubic-yard container per unit per week, irrespective of occupancy or vacancy of any units.

(G) For motels with less than fifty percent of the total units having cooking facilities,

the premises must have cubic-yard container service equivalent to at least one-tenth of a one cubic-yard container per unit per week, irrespective of occupancy or vacancy of any units.

(H) For each place of business or public building that does not require more than two 96-gallon mobile containers to contain the solid waste generated from the premises, the premises must have at least one but not more than two 96-gallon mobile containers.

(I) For each place of business or public building that requires more than two 96-gallon containers to contain the solid waste generated from the premises, the premises must have cubic-yard container service sufficient to contain such solid waste.

(J) The container requirements in this Section are intended to be only minimum requirements for non-residential customers. Compliance with such requirements does not constitute compliance with a customer's obligation to provide sufficient container capacity pursuant to Section 9.08.100 if the solid waste generated from the premises requires solid waste service that exceeds the requirements in this Section.

9.08.140: (A) The charges for collecting, transporting and disposing of solid waste and for collecting and transporting recyclables from single-family residences, duplexes and multiple dwellings shall be determined in accordance with the following table:

Category	Collection Level	Monthly Charge*
Single-family residence (to be phased out by 12/31/2018)	Solid waste – twice/week Recycling – every other week	$14.34
Single-family residence (to be phased in by 12/31/2018)	Solid waste – once/week Recycling – once/week Bulky item – every other week	$14.34
Duplex (to be phased out by 12/31/2018)	Solid waste – twice/week Recycling – every other week	$14.34 per unit
Duplex (to be phased in by 12/31/2018)	Solid waste – once/week Recycling – once/week Bulky item – every other week	$14.34 per unit
Multiple dwellings (irrespective of occupancy or vacancy of any units)	Solid waste – 2 times/week	$10.68 – 1st unit $7.48 each additional unit
	Solid waste – 3 times/week	$16.05 – 1st unit $11.21 – each additional unit
	Solid waste – 4 times/week	$19.57 – 1st unit $13.68 – each additional unit
	Solid waste – 5 times/week	$23.14 – 1st unit $16.18 – each additional unit
	Solid waste – 6 times/week	$26.71 – 1st unit $18.68 – each additional unit
	Solid waste – 7 times/week	$30.26 – 1st unit $21.18 – each additional unit

* Subject to applicable CPI-U adjustments made pursuant to this Chapter.

(B) All charges for single-family residences, duplexes and multiple dwellings pursuant to this Section shall be billed quarterly in advance.

9.08.150: (A) For mobile home parks that do not receive individual service at each mobile home and for motels, the charges for collecting, transporting and disposing of solid waste shall be determined in accordance with the following table:

Category	**Collection Level (solid waste only)**	**Monthly Charge***
Motels and mobile home parks (irrespective of occupancy or vacancy of any units)	2 times/week	$10.68 – each office $6.43 – each cooking unit $5.14 – each unit without cooking facilities
	3 times/week	$16.05 – each office $9.61 – each cooking unit $7.71 – each unit without cooking facilities
	4 times/week	$19.57 – each office $11.73 – each cooking unit $9.43 – each unit without cooking facilities
	5 times/week	$23.14 – each office $13.89 – each cooking unit $11.15 – each unit without cooking facilities
	6 times/week	$26.71 – each office $16.05 – each cooking unit $12.85 – each unit without cooking facilities
	7 times/week	$30.26 – each office $18.16 – each cooking unit $14.57 – each unit without cooking facilities

* Subject to applicable CPI-U adjustments made pursuant to this Chapter.

(B) For mobile home parks that receive individual service at each mobile home, which shall include the same heavy and bulky item pickup as that provided to single-family residences, the charges for collecting, transporting and disposing of solid waste and residential recyclables collection services shall be the same as for single-family residences as set forth in Section 9.08.140.

(C) All charges for mobile home parks and motels shall be billed quarterly in advance.

9.08.160: (A) For places of business and public buildings, the charge for collecting, transporting and disposing of solid waste shall be determined by the number and type of containers required by each such place of business or public building and by the number of collections from each per week in accordance with Tables A, B and C that are included within this Section. The charge for collecting,

transporting and disposing of compacted solid waste from containers other than compaction-type drop boxes shall be three times the otherwise applicable charge.

(B) All monthly charges set forth in Tables A, B and C that are included within this Section shall be billed as follows:

(1) Table A shall be billed quarterly in advance.

(2) Table B shall be billed monthly in advance.

(3) Table C shall be billed at least monthly in arrears.

Section 9.08.160 Table A
Monthly Collection Charges*
Places of Business and Public Buildings

Number & Type of Containers	1 Collection Per Week	2 Collections Per Week	3 Collections Per Week	4 Collections Per Week	5 Collections Per Week	6 Collections Per Week	7 Collections Per Week
96-Gallon Mobile Container							
First container	$9.61	$19.23	$28.84	$44.37	$60.85	$79.98	$95.88
Each additional container	$9.61	$19.23	$28.84	$44.37	$60.85	$31.93	$38.41
One Cubic-Yard Container							
First container	$47.94	$95.88	$143.84	$159.69	$180.29	$207.68	$249.51
Each additional container	$47.94	$95.88	$143.84	$159.69	$180.29	$159.66	$192.08
Two Cubic-Yard Container							
First container	$96.08	$192.08	$288.16	$304.24	$329.78	$367.36	$441.62
Each additional container	$96.08	$192.08	$288.16	$304.24	$329.78	$319.31	$384.16
Three Cubic-Yard Container							
First container	$144.06	$288.14	$432.21	$448.57	$479.15	$526.99	$633.71
Each additional container	$144.06	$288.14	$432.21	$448.57	$479.15	$478.96	$576.25
Four Cubic-Yard Container							
First container	$192.08	$384.16	$576.26	$592.95	$628.55	$686.65	$825.76
Each additional container	$192.08	$384.16	$576.26	$592.95	$628.55	$638.60	$768.37
Six Cubic-Yard Container							
First container	$288.14	$576.25	$864.37	$881.68	$927.34	$1,005.96	$1,209.94
Each additional container	$288.14	$576.25	$864.37	$881.68	$927.34	$955.64	$1,149.46
Eight Cubic-Yard Container							
First container	$384.16	$768.36	$1,152.50	$1,170.40	$1,226.11	$1,325.27	$1,594.09
Each additional container	$384.16	$768.36	$1,152.50	$1,170.40	$1,226.11	$1,285.51	$1,546.27

* Subject to applicable CPI-U adjustments made pursuant to this Chapter.

Section 9.08.160 Table B
Solid Waste Compactor Charges*
Monthly Charges

Compactor Size	1 collection per week	2 collections per week	3 collections per week	4 collections per week	5 collections per week	6 collections per week	7 collections per week
10 cubic-yard container	$2,131.15	$2,849.01	$3,903.35	$4,239.61	$4,575.88	$4,912.15	$7,179.56
17 cubic-yard container	$2,636.72	$3,480.69	$4,905.92	$5,390.23	$5,874.51	$6,358.83	$8,466.27
26 cubic-yard container	$2,955.05	$4,117.34	$5,860.86	$6,345.17	$6,829.46	$7,313.77	$9,580.49
36 cubic-yard container	$3,486.96	$4,649.34	$6,392.68	$6,944.99	$7,497.28	$8,049.68	$10,316.45
Compactor Size	**8 collections per week**	**9 collections per week**	**10 collections per week**	**11 collections per week**	**12 collections per week**	**13 collections per week**	**14 collections per week**
10 cubic-yard container	$9,310.72	$10,028.59	$11,082.94	$11,419.19	$11,755.43	$12,091.71	$14,359.14
17 cubic-yard container	$11,102.94	$11,947.67	$13,372.17	$13,856.47	$14,340.78	$14,825.10	$16,932.51
26 cubic-yard container	$12,535.51	$13,697.87	$15,441.38	$15,925.68	$16,410.00	$16,894.27	$19,161.01
36 cubic-yard container	$13,803.42	$14,965.82	$16,709.15	$17,261.44	$17,813.76	$18,366.15	$20,632.89

On-Call Rates Per Pick-up (with regular service)	Regular	Sunday/Holiday
Special pick-up (0-49 cubic yards)	$523.08	$784.61
Special pick-up (50-74 cubic yards)	$1,005.87	$1,508.82
Special pick-up (75 cubic yards and above)	$1,640.70	$2,461.05
On-Call Rates Per Pick-up (without regular service)		
Special pick-up (0-49 cubic yards)	$816.51	$1,224.77

* Subject to applicable CPI-U adjustments made pursuant to this Chapter.

Section 9.08.160 Table C
Solid Waste Manual-Type Drop Box Collection Charges*

On-Call Charges (with or without regular service)	Regular	Sunday / Holiday
10 cubic-yard container	$100.70	$151.10
20 cubic-yard container	$201.40	$302.20
28 cubic-yard container	$281.96	$423.08
35 cubic-yard container	$352.45	$528.85
50 cubic-yard container	$503.50	$755.50

All on-call charges are subject to additional charges of $22.50 daily rent per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

Monthly Charges

All other charges shall be calculated as follows:

(Base Charge × number of yards of capacity × number of collections per week × 52 weeks per year, divided by 12 months per year) + Daily Rent Charges = total monthly charge, where:

"Base Charge" for Monday - Saturday collections = $10.07 per cubic yard.

"Base Charge" for Sunday collections = $15.11 per cubic yard.

"Daily Rent Charges" = $22.50 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

* Subject to applicable CPI-U adjustments made pursuant to this Chapter.

Section 9.08.160 Table D
Commercial Container-Related Charges*

Service	Charge
Commercial Container Delivery	$65.10 per container
Commercial Container Removal	$65.10 per container
Commercial Container Exchange	$100.15 per exchange

*Subject to applicable CPI-U adjustments made pursuant to this Chapter.

9.08.170: The charges for container rentals for any premises, which shall be billed quarterly in advance, shall be as follows:

Container size	Monthly Charge*
1 Cubic-Yard Container	$18.46
2 Cubic-Yard Container	$22.16
3 Cubic-Yard Container	$25.87
4 Cubic-Yard Container	$28.84
6 Cubic-Yard Container	$36.93
8 Cubic-Yard Container	$40.62
Up to 96-gallon Mobile Container	$4.45

* Subject to applicable CPI-U adjustments made pursuant to this Chapter.

9.08.180: The charges for special one-time collections for any premises, which may be billed at the time of service as on-call services, shall be as follows:

Container Size/Collection Activity	One-Time Charge*
1 Cubic-Yard Container	$36.10
2 Cubic-Yard Container	$48.13
3 Cubic-Yard Container	$60.15
4 Cubic-Yard Container	$72.16

6 Cubic-Yard Container	$84.20
8 Cubic-Yard Container	$96.24
Assorted Trash Pickup	$163.71

* Subject to applicable CPI-U adjustments made pursuant to this Chapter.

9.08.185: (A) Any non-residential customer whose solid waste container or containers have overflowing solid waste prior to being emptied on a collection day shall be subject to an overflow charge as provided in this Section.

(B) No overflow charges may be assessed unless:

(1) Written notice of an overflow, delivered by regular U. S. mail, e-mail or facsimile (fax) or personal delivery, has been provided to the owner or manager of the premises, and a subsequent overflow occurs at the premises within ninety days after:

(a) Such notice has been given; or

(b) The last overflow charge has been assessed at the premises; and

(2) There is significant overflow from a container, as defined in this Chapter and as evidenced by a photograph; and

(3) The overflow has actually been collected by the City or its franchisee.

(C) No overflow charge may be assessed for an overflow that is caused by a prior collection being missed or being performed improperly, or by containers being repositioned by a franchisee after collection such that a container is inaccessible to tenants of the premises, resulting in overuse of and overflow occurring in another container.

(D) No overflow charge may be assessed for an overflow that is caused because the time of day of collection was more than four hours later than the time of day when the last regularly scheduled collection occurred.

(E) Overflow charges assessed pursuant to this Section may be waived by the City Manager, or his or her designee, or by a franchisee if it is determined that the owner or manager of the premises has taken reasonable steps to avoid future overflows, including but not limited to increasing the container capacity or collection frequency, installing locks on the lids of containers or on access gates to

curtail illegal dumping by third parties, or other property-management measures designed to avoid overflows.

(F) The charge for any overflow for any non-residential customer, which may be billed at the time of service as an on-call service, shall be thirty-six dollars and forty cents, subject to applicable CPI-U adjustments made pursuant to this Chapter.

9.08.190: The charges for preparation, collection, transportation and disposal of medical waste shall be determined in accordance with Table A that is included within this Section. All charges for medical waste service, except for on-call service which may be billed at the time of service, shall be billed monthly in advance.

Section 9.08.190 Table A
Medical Waste Collection Charges*
Basic Service Charges

		Price Per Item		Bio-Hazard Minimum Charge Per Service Call	
Item	**Size and Volume**	**Delivered**	**Picked Up**	**Prescheduled Once a Month or Greater Frequency**	**On-Call Pickup**
Bio-Hazardous Accumulation Containers	Medium 10-14 Gal	$5.79	$5.79	$33.08	$74.45
	Large 27-32 Gal	$8.27	$8.27	If the amount pertaining to the total number of bio-hazard containers delivered and picked up is less than the above amount, the above amount will be invoiced. If the per-item amount is greater than the above amount, the per-item amount will be invoiced	If the amount pertaining to the total number of bio-hazard containers delivered and picked up is less than the above amount, the above amount will be invoiced. If the per-item amount is greater than the above amount, the per-item amount will be invoiced
	X-Large 48-50 Gal	$12.41	$12.41		
	200 Gallon Cart with Wheels	$49.66 per month	49.66 per month		

Basic service provided Monday thru Friday. The franchisee must be advised before 2:00 pm the day before pickup of any CANCELLATION, OFFICE CLOSURE, or that NO BIOWASTE PICKUP IS NEEDED, or the minimum service charge will be invoiced.

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Additional Waste Disposal Services

The following additional waste disposal charges apply to prescheduled once/month or greater frequency medical waste customers where pickups occur on their scheduled pickup day. Otherwise, the special pickups/services charge will be applied in addition to the disposal charge.			
Type	**Size Code**	**Container**	**Chemotherapy Waste Disposal Charge**
Chemo Waste Disposal	Large	33 Gallon	$40.85
	Extra Large	55 Gallon	$72.46
Pharmaceutical (non-controlled substance) Disposal	Extra Small	5 Gallon	$52.70
	Small	10 Gallon	$95.52
	Medium	20 Gallon	$191.02
	Large	30 Gallon	$286.55
	Extra Large	55 Gallon	$477.57

Item	**Special Collection and Service Charge**
Special pickups/services (see below)	$79.05 per hour
Preparation of waste to make suitable for transportation	$32.95 per container
Collection delay of $1.33 per minute after 10 minutes	$13.19 minimum
Overweight charge (over 50 lbs)	$52.70 per container
Special pickups/services – After 5:00 pm, same day requests, holidays, weekends, outside Las Vegas or greater than 20 polys per pickup, or account balancing/reconciliation/usage reports/certificates	
Note: Special pickups/services charge of $79.05 per hour does not apply to customers with trailer service, unless after hours, weekend or holiday pickups are requested	

Purchase or Rental Items

Item	**Size**	**Volume**	**Dimension**	**Price**
Sharp Containers	Small	1 Quart	4" x 4" x 6"	$6.59 plus tax
	Medium	5 Quart	4" x 10" x 9"	$10.55 plus tax
	Large	8 Quart	6" x 9" x 10"	$13.19 plus tax
	Extra Large	32 Quart	9" x 13" x 17"	$26.35 plus tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24" x 32"	$92.22 plus tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43" x 48"	$15.80 plus tax
Locker or Rubbermaid Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	$79.05 per month
	Large	30 Cubic yards	20' x 8' x 8'	$184.45 per month
Roll-Off Box Rental		40 Cubic yards		$434.77 per month
Trailer Rental		30 feet long or less		$630.51 per month
		31-48 feet long		$840.68 per month
		49-53 feet long		$945.77 per month

* Subject to applicable CPI adjustments made pursuant to this Chapter

9.08.200: Except as otherwise provided for in Subsection (A) of Section 9.08.205, the charge for sewage-waste service shall be twenty-one dollars and forty-five cents per wet ton of sewage waste, or twenty dollars and thirty-one cents per wet ton when City equipment is used to store waste prior to franchisee transporting, in each case subject to applicable CPI-U adjustments made pursuant to this

Chapter. Additional terms and conditions for collection, transportation and disposal of sewage waste shall be specified in a franchise agreement between the City and its franchisee. If any jurisdiction other than the City imposes any franchise fee on a franchisee based upon its cash receipts or gross revenues from sewage-waste services provided by the franchisee, the franchisee shall be solely responsible for such franchise fees and shall not pass such franchise fees through to the City.

9.08.205: (A) The charges specified in this Chapter for collecting, transporting and disposing of solid waste shall not apply to construction or demolition waste, septic-tank waste, sewage waste that is excluded from collection by a franchisee pursuant to a franchise agreement, grease-trap waste, or landscaping or tree-trimming waste handled in accordance with Section 9.08.060. A franchisee or other licensed service provider may set its own charges for the collection, transportation and disposal of such solid waste.

(B) A franchisee, in its sole discretion, may establish fees with respect to goods, services or other functions provided by the franchisee that are not governed by this Chapter, including fees or charges for the purchase or rental of items that are offered as an option to customers but which could be obtained from some other source. The franchisee shall submit to the City Manager for review, on an annual basis, a list of such optional goods or services that are not governed by this Chapter, along with the rates to be charged for those goods or services.

9.08.210: (A) To ensure the uniform, safe and sanitary treatment of solid waste in the City and to discourage the illegal handling and disposal of solid waste, it shall be mandatory for any person owning, occupying or managing any premises in the City which are connected to an electric utility service to subscribe to solid waste collection service provided by the City or its authorized franchisee and to pay the charges specified in this Chapter. No person may discontinue paying for solid waste collection service for his or her premises, unless such premises are not connected to an electric utility service for the entire billing period.

(B) In order to discontinue paying for solid waste collection service pursuant to Subsection (A) of this Section, a person must request discontinuation of service and provide proof that no

electric utility service to the premises is provided. No fee may be charged to discontinue service or to reestablish service to the premises after service has been discontinued pursuant to this Subsection.

(C) All charges for regular or periodic services provided by the City, its franchisees, or their duly appointed agents pursuant to this Chapter shall be billed on the first business day of the quarterly or monthly billing period, as applicable, and shall be due and payable on the last day of the billing month; provided, however, that charges for on-call service may be billed at the time of service. All charges for services under this Chapter, including the penalties for delinquent payment and any reasonable collection costs and legal fees incurred by a franchisee in seeking to recover unpaid charges for services and penalties, shall constitute a debt and obligation of the legal owner of the premises to the City or its franchisee, and such person shall be liable therefor in a civil action commenced by the City or its franchisee in any court of competent jurisdiction for the recovery of such charges and penalties.

(D) If any person fails to pay the charges authorized by this Chapter by the date they become due and payable, a penalty shall be added thereto. For residential accounts, the penalty amount shall be three dollars and sixty-four cents per quarter (or fraction thereof), which amount will be increased annually by the CPI-U. For commercial accounts, the penalty amount shall be two percent per month (or fraction thereof) of the delinquent amount. If a franchisee incurs collection costs in attempting to recover unpaid charges and any penalties, the franchisee may recover from the legal owner of the premises the reasonable collection costs and legal fees incurred and may report the legal owner to a collection agency, as defined in NRS Chapter 649, to assist the franchisee in the collection of unpaid charges, penalties and collection costs.

(E) A customer shall be entitled to a refund of any advance payment for service he or she has made upon presenting proof that a connection to an electric utility service did not exist at the customer's premises during the entire billing period for which the advance payment was made. All refunds from a franchisee to a customer shall be paid within thirty days from the date of the customer's request for reimbursement or date of franchisee's knowledge that a refund is owed.

(F) No person shall accept and no franchisee shall offer or give any solid waste

collection, transportation and disposal services or residential recyclables collection services without charge, or shall offer or give a discount, refund or rebate of any charge authorized by this Chapter, except that this provision does not apply to any credits or refunds issued pursuant to Section 9.08.340, charitable organizations which are exempt from federal income tax pursuant to Section 501(c) of the Internal Revenue Code or as further provided by franchise agreement.

9.08.220: (A) In addition to all other charges established by this Chapter, a franchisee may pass through to its customers such charges as are necessary for the franchisee to recoup any or all of the following that have been imposed upon and paid by the franchisee:

(1) State business license taxes;

(2) Other taxes on a franchisee's provision of the services authorized by the franchise agreement that may be imposed by the Nevada Legislature, by a local government with taxing authority, or by ballot initiative, excluding income taxes;

(3) Augmented City franchise fees described in Subsection (C) of Section 9.08.250; or

(4) Any environmental surcharges imposed by the City.

(B) Such pass through charges shall not be subject to baseline or augmented quarterly franchise fees and will be passed through to each customer as a separate line item on the franchisee's billing to each customer.

(C) A franchisee shall provide to the City, on or before March 1 each year and in a form satisfactory to the City, a detailed report for the preceding calendar year containing the following information concerning the items listed in Subsection (A):

(1) The various amounts paid during the prior calendar year;

(2) How such amounts were calculated;

(3) The number of customers in the City served by the franchisee during the prior calendar year;

(4) The total pass-through charges collected from customers during the prior

calendar year; and

(5) The method that the franchisee will use to pass through such amounts to its customers for the current year, including any adjustments to the pass-through charges necessary to correct for any excess or under charges during the prior calendar year.

9.08.230: (A) All solid waste collection charges authorized and established by this Chapter, including any penalties assessed under Section 9.08.210 and any fees assessed pursuant to Section 9.08.235, shall constitute a lien upon the real property of the premises served until such charges have been paid. Such lien shall be enforced in the manner specified in NRS 444.520.

(B) Where solid waste collection service under this Chapter is provided by a franchisee, the City may:

(1) Execute, record and administer such liens in the name of the City;

(2) Authorize the franchisee to execute, record and administer such liens in the name of the City; or

(3) Authorize the franchisee to execute, record and administer such liens in its own name.

(C) In each case described in Subsection (B), the charges, penalties and fees secured by such liens shall run in favor of the franchisee consistent with the terms of the franchise agreement.

9.08.235: (A) With respect to a property concerning which a lien has been filed pursuant to Section 9.08.230, a franchisee may:

(1) Pass through to the owner of that property any fees that have been charged by the county recorder's office for the recording of that lien and for its release;

(2) Charge the owner of that property a fee to recover administrative costs incurred by the franchisee in recording and maintaining such lien;

(3) Charge the owner of that property a fee to recover administrative costs incurred by the franchisee in securing the release of such lien; and

(4) Charge the owner of that property reasonable collection costs incurred by

the franchisee in attempting to collect delinquent amounts prior to the recording of the lien.

(B) Subject to the provisions of Subsection (D), each of the fees set forth in Paragraphs (2) and (3) of Subsection (A) shall not exceed sixty-five dollars and twenty-two cents, which shall be increased in accordance with Section 9.08.240.

(C) If a franchisee charges collection costs pursuant to Paragraph (4) of Subsection (A):

(1) The franchisee may not recover those costs again pursuant to Section 9.08.210(D); and

(2) The amount chargeable under Paragraph (4) shall not exceed twenty-five dollars, which shall be increased in accordance with Section 9.08.240.

(D) Commencing on July 1, 2017, each of the fees set forth in Paragraphs (2) and (3) of Subsection (A) shall be adjusted in accordance with Section 9.08.240.

9.08.240: (A) The charges established pursuant to this Chapter shall be increased annually based on the CPI-U. The increase in charges shall be made effective on July 1 of each year. The increase shall be based upon the five year average change in the CPI-U or the prior year's CPI-U, whichever is greater. By way of example for the five year average calculation: Use CPI-U data from the 2010 to 2015 period. Take the CPI-U Annual Index for 2015 of 237.017 and subtract the CPI-U Annual Index from 2010 of 218.056 resulting in a CPI-U Index change of 18.961. The CPI-U Index change of 18.961 is then divided by the CPI-U Annual Index for 2010 of 218.056. This results in the percentage change in the CPI-U Index of 8.695% over the five (5) year period. This percentage change of 8.695% is then divided by five (5) to arrive at the average annual increase in the CPI-U Annual Index of 1.74%. The same calculation is also used for the prior year analysis. By way of example, use the prior year of 2014 to 2015. Take the prior year CPI-U Annual Index for 2015 of 237.017 and then subtract the CPI-U Annual Index from the year before (2014) of 236.736 which results in an index change of 0.281. The index change of 0.281 is then divided by the CPI-U Annual index for the previous year (2014) of 236.736 which results in a percentage change of 0.12%. The results of the two calculations are compared and the higher of the two percentage

increases applies to the rate adjustment. In this example, the rate would be increased by 1.74%.

(B) If an unforeseen economic circumstance has occurred during the preceding calendar year, a franchisee may request a special rate increase based upon the facts of the unforeseen economic circumstance. The franchisee will be required to submit facts and details to substantiate the unforeseen economic circumstance. The City Council will have discretion for the approval of any rate increase due to unforeseen economic circumstance.

9.08.245: (A) To provide for the remedial action or removal or related activities at a solid waste disposal site, for environmentally sound solid waste collection and disposal, and such other environmental programs and activities as may benefit the public health, safety and welfare, the City Council may impose a surcharge to be added to all billings for solid waste collection services rendered within the City. A surcharge imposed under this Section shall be subject to the requirements of this Section.

(B) The surcharge shall be:

(1) Determined as a percentage of the gross receipts derived by a franchisee from the collection of all solid waste and residential recyclables collection services within the City, for the first twelve-month period the surcharge is in effect;

(2) Increased by no more than one percent of the gross receipts derived by a franchisee from the collection of all solid waste and residential recyclables collection services within the City, during any subsequent twelve-month period;

(3) Increased up to a total cumulative amount of no more than five percent of the gross receipts derived by a franchisee from the collection of all solid waste and residential recyclables collection services within the City.

(C) The surcharge shall be collected by a franchisee, and the franchisee shall remit such proceeds to the City as provided in this Section. The City may enter into an interlocal agreement with any other local government unit to provide for the imposition and collection of the surcharge consistent with the requirements of this Section.

(D) A franchisee shall remit the proceeds of the surcharge to the City according to

procedures adopted by the City Manager. However, the franchisee shall not be responsible for covering any shortage caused by failure of a customer to pay surcharges for solid waste collection. Surcharges collected by the franchisee on City's behalf shall pass through directly to City and shall not be considered cash receipts as set forth in this Chapter and no franchise fees will be paid to the City from the proceeds of the surcharge.

(E) The City may require a franchisee to submit reports or other documentation necessary to establish compliance with the requirements of this Section or the procedures adopted by the City Manager hereunder. The franchisee shall provide such records available to the City for such auditing purposes within twenty business days of a request by the City for production of the same, unless the City agrees to additional time.

(F) The proceeds of the surcharge may be placed into a dedicated environmental fund established by the City and may be used to pay for remedial action costs, and the costs of programs which promote environmental programs and activities.

(G) The amount of the surcharge may be adjusted by the City Council from time to time as necessary to maintain the fund at the level necessary to accommodate the City's remedial action and environmental responsibilities, but shall not exceed the maximum amount set forth Subsection (B)(3) of this Section.

9.08.250: (A) Every franchisee shall pay a baseline quarterly franchise fee, in the amount specified in the franchise agreement or as adjusted pursuant to the franchise agreement, based on its cash receipts derived from the collection of solid waste and residential recyclables collection for the preceding calendar quarter. A franchisee shall also pay any franchise fee that has been augmented pursuant to Subsection (C) of this Section on the same basis. All baseline and augmented franchise fees shall be due no later than forty-five days after the end of each calendar quarter. If a franchise fee is received by the City after the due date, a late fee of two percent per month (or fraction thereof) of the delinquent amount will be assessed to the franchisee.

(B) Except with respect to augmented quarterly franchise fees described in Subsection

(C) of this Section:

(1) All charges to customers for the collection of solid waste and residential recyclables pursuant to this Chapter and a franchise agreement shall be deemed to include the franchise fee which the franchisee pays to the City.

(2) The franchisee may pass such baseline franchise fees through to its customers only as part of the general service charges charged to its customers and not as a separate charge that is additional to the general service charges.

(C) As provided for in a franchise agreement, an augmented quarterly franchise fee may be charged by the City over and above the baseline quarterly franchise fee. The augmented quarterly franchise fee, if any, is subject to the provisions of Subsections (A) and (B) of Section 9.08.220 regarding the pass through and separate listing of charges.

(D) A franchisee shall remit the baseline and, if applicable, augmented franchise fees to the City. The franchisee shall not be responsible for covering any shortage caused by failure of a customer to pay franchise fees for solid waste collection. Franchise fees collected by the franchisee shall pass through directly to City and shall not be considered cash receipts as set forth in this Chapter and no franchise fees will be paid to the City on top of the franchise fees paid by customers.

9.08.260: All solid waste and hazardous waste collected from the public and private places and premises in the City shall not be deposited at any place other than at a transfer station, disposal site or materials recovery facility operated in accordance with all applicable laws, rules and regulations.

9.08.270: Any person may dispose of solid waste at any authorized solid waste disposal site subject to the rules, rates and fees established for such site; provided, however, that:

(A) Any City resident of a single-family, duplex or mobile home premises (that has individual collection service) and who is a current customer of a franchisee may dispose of the solid waste generated at his or her own single-family, duplex or mobile home premises dwelling at any authorized disposal site within the "urban solid waste service area" in Clark County that is owned or operated by the franchisee or the City without charge, upon presentation of a current quarterly bill for residential solid

waste service from the franchisee and either 1) valid government-issued photo identification, such as a current Nevada driver's license with a matching address on the bill, or 2) valid government-issued photo identification, along with a recent utility bill with a service address that matches the solid waste service bill address, and in accordance with such other rules and regulations as the City Council may from time to time adopt. The solid waste presented for disposal without charge must have been generated by the residential customer on his or her own primary residential property, and not generated as a result of any commercial provider permitted to convey his own solid waste under Section 9.08.060. Commercial providers permitted to convey their own solid waste under Section 9.08.060 may not dispose of waste without charge under any circumstance, including, but not limited to:

(1) Having a residential customer accompany the commercial provider to the site.

(2) Having a residential customer act as an agent for a commercial provider for purposes of disposal without charge.

(3) Having a person or commercial entity act on behalf of a residential customer.

(B) Disposal of solid waste at disposal sites operated by a franchisee in rural solid waste service areas is subject to such conditions, charges and fees as may be established by the franchisee.

9.08.280: The City, in addition to the remedies and penalties above named, may seek injunctive relief against any violator of this Chapter, with or without prior notice, to prevent or correct any solid waste, hazardous waste or recyclable materials problem.

9.08.290: Nothing in this Chapter shall limit the right of any person to donate or sell his or her source-separated recyclable materials.

9.08.295: Notwithstanding any provision in this Chapter to the contrary, the City Manager, a franchisee and specific property owners in designated control areas may agree upon alternative collection processes and schedules for specified test periods for the purpose of testing solid waste collection and recycling options.

9.08.300: Nothing in this Chapter shall limit the right of the City to collect, transport, process or dispose of any solid waste, hazardous waste or recyclable material including the operation of transfer stations and recycling centers.

9.08.310: Solid waste and hazardous waste, as defined in Section 9.08.020 and for the purpose of this Chapter, are a nuisance per se.

9.08.320: (A) Except as otherwise provided in this Section, a solid waste franchisee is not authorized to withhold solid waste collection services for nonpayment of collection charges.

(B) Before April 1, 2017, a franchisee may withhold solid waste collection services from a commercial or industrial customer for nonpayment of collection charges, but only if the customer is more than sixty days delinquent in the payment of collection charges.

(C) Commencing on April 1, 2017, a franchisee may withhold solid waste collection services from a commercial or industrial customer for nonpayment of collection charges, but only if:

(1) The customer is more than sixty days delinquent in the payment of collection charges;

(2) The franchisee first notifies the customer (and the property owner, if different from the customer) in writing of its intent to withhold solid waste collection services and provides a minimum of fifteen days within which to pay the delinquent charges or arrange payment therefor satisfactory to the franchisee; and

(3) The response period provided under Paragraph (2) has passed and the delinquent charges have not been paid or payment arrangements made satisfactory to the franchisee.

(D) In any particular case in which withholding service from a commercial or industrial customer creates a public nuisance, as determined by the City Manager or a designee, the City may require a franchisee to reinstate solid waste collection service for that customer within twenty-four hours even if the customer's account remains in delinquent status. Action taken under this Subsection (D) does not preclude the franchisee from recording a lien pursuant to Section 9.08.230 or pursuing any other collection remedy available under this Chapter.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: 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 5: 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 _____, 2017.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-30-17
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 _____, 2017, 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 _____, 2017, 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

LETTER OF OPPOSITION OF BILL 2017-3

PLEASE BE ADVISED THAT SIMPLE ENVIRONMENTAL SERVICES GROUP, CLV BL NO. G62-10159, (*HEREINAFTER REFERRED TO AS SESG*), IS FILING THIS LETTER OF OPPOSITION WITH THE CITY CLERK OF THE CITY OF LAS VEGAS MARCH 2ND, 2017, IN REFERENCE TO BILL 2017-3. (*HEREINAFTER REFERRED TO AS STATEMENT*) AND THE CORRESPONDING BUSINESS IMPACT STATEMENT (*HEREINAFTER REFFERED TO AS BIS*) THAT WAS APPROVED BY CITY COUNCIL ON 2/15/17.

SESG CONTENDS THAT BILL 2017-3 WILL CAUSE IMPOSE A DIRECT AND SIGNIFICANT ECONOMIC BURDEN NOT ONLY ON SIMPLE ESG, BUT MANY CITY BUSINESSES AND RESIDENTS. ADDITIONALLY, THE APPROVAL OF THE BIS WAS BASED ON INCOMPLETE AND INACCURATE INFORMATION AND CONSEQUENTLY SHOULD BE REPEALED AND REVISITED BY THE CITY COUNCIL. SESG ACKNOWLEDGES THAT THE STATE AND CITY STATUTES AND ORDINANCES DO NOT CURRENTLY PROVIDE THE ABILITY TO DIRECTLY APPEAL THE BUSINESS IMPACT STUDY AND STATEMENT. **BUT, THE CITY AND ITS CITIZENS ARE IN A UNIQUE SITUATION AS THE APPROVAL OF THE LANGUAGE IN BILL 2017-3 IS DIRECTLY TIED TO THE APPROVAL OF THE REQUESTED FIFTEEN (15) YEAR EXTENSION OF THE FRANCHISE AGREEMENT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, WHICH THE CITY IS CURRENTLY NEGOTIATING WITH THE FRANCHISEE.** AS THE BUSINESS IMPACT STUDY AND APPROVAL OF THE RESULTING STATEMENT IS ONE OF THE KEY FIRST STEPS IN THE RULE/BILL ADOPTION/APPROVAL PROCESS, AND WILL BE REVIEWED BY THE PARTIES THAT ARE ULTIMATELY RESPONSIBLE FOR APPROVING THE ADOPTION OF THE BILL 2017-3 AND THE EXTENSION, AND THEREFORE ITS APPROVAL SHOULD BE BASED ON A COMPLETE AND ACCURATE SUMMARY FROM THE BUSINESSES IMPACTED, AS WELL AS A FULL DISCLOSURE OF THE IMPACT OF THE LOCAL BUSINESSES PER NRS. 237.080. **THEREFORE, SESG CONTENDS THAT THE CITY AND ITS COUNCIL SHOULD RESTART THE BUSINESS IMPACT STUDY PROCESS PRIOR TO MOVING FORWARD WITH BILL ADOPTION PROCESS AND FRANCHISE AGREEMENT NEGOTIATIONS.**

I. OPPOSITIONS TO BILL 2017-3:

1. Institutes large new fees on Franchised Services.
    a. **Negatively impacts ALL Business Owners and Residents more than a 'minimal amount'**
    b. **<u>As stated in SESG's Study Response to the City</u> ...' The Proposed Changes impose a direct and significant economic burden on Simple ESG, as it increases expenses, unfairly. This directly restricts the operation and expansion of Simple ESG...'**
2. Removes the Customer Services in its entirety from the document that is meant to govern the Franchisee and protect the public.
    a. **Negatively impacts ALL Business Owners and Residents more than a 'minimal amount'**
    b. **<u>As stated in SESG's Study Response to the City...</u>' The Ordinance Language impose a direct and significant economic burden on Simple ESG, as there is nothing that is effectively governing the Franchisee's behavior and practices. Simple ESG cannot sustain this behavior.' This directly restricts (and may discontinue) the operation and expansion of Simple ESG for the same reasons listed above...'**
3. Allows the Franchisee to impose new fees on Franchised Services 'at its sole discretion.'
    a. **Negatively impacts ALL Business Owners and Residents more than a 'minimal amount'**
    b. **Recently, the Franchisee stated before Henderson City Officials, that they view SESG as a competitor, therefore the Proposed Changes impose a direct and significant economic burden on Simple ESG, as it increases expenses, unfairly. This will obviously directly restrict the operation and expansion of Simple ESG...'**
4. Institutes single stream recycling program – Reduces Overall Pickups to Customers.
    a. **Negatively impacts Teamsters Local 631 and its members due to large loss of jobs to its members more than a minimal amount**

b. **Negatively impacts Businesses as rates will continue to rise as the Franchisee has stated it needs to fund the project, even though the collection process started in 1990 for a project that is just being implemented**
c. **No financial information from the Franchisee has been provided to justify the above to the Public.**
d. **Therefore, the City and the Public do not have enough information to make an educated decision on such a significant and impactful change.**

5. Institutes practices that will cause significant health and safety issues to City Businesses (9.08.320.)
   a. **Negatively impacts ALL Business Owners and Residents more than a 'minimal amount'**
   b. **Section 9.08.320 (B) and (C) allows the Franchisee to withhold Franchised Trash Services as a method of bill collection.**
   c. **This contradicts the existing language in Section 9.08.210 which MANDATES Businesses and Residences to pay for Franchised Trash Service to ensure ...*'safe and sanitary treatment of solid waste...'***

II. BASIS OF OPPOSITION TO THE BIS:

(A) NON-COMPLIANCE OF NRS 237.080 – PREREQUISITES TO ADOPTION OF PROPOSED RULE

1. **NON-COMPLIANCE OF NOTIFICATION STANDARDS - The NRS language reads: '*... The governing body or its designee must notify trade associations or owners and officers of businesses which are likely to be affected...'***
   a) The **STATEMENT** language reads that '*...approximately 68 persons or businesses associated with solid waste or collection or recycling, as well as 11 entities consisting of chamber of commerce organizations or other interested parties...* '
   b) The proposed language and changes in BILL 2017-3 negatively affect *ALL* Valley Businesses and Associations (SEE EXHIBIT A ATTACHED.) Therefore, the City did not meet the notification standards by contacting 79 parties out of the 1000's that are located within the City.
   c) PER SECTION I.2. 4**,** two members of said Business stated that they were not notified of the Study and spoke in opposition at the 2/15/17 City Council Meeting
   d) Therefore, the Study and Statement do not meet the prerequisites of **NRS 237.080.**
2. **NON-COMPLIANCE OF DETERMINATION EFFORTS: The NRS Language reads: '*...Before a governing body of local government adopts a proposed rule .... must make a concerted effort to determine whether the proposed rule will impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of business...***
3. **NON-COMPLIANCE –INACCURATE, INCOMPLETE, INSUFFICIENT CONSIDERATION, SIGNIFICATE UNDERESTIMATION: PER NRS 237.100 2(B):** The business impact statement prepared by the City Manager's Office .... *'is inaccurate, incomplete...did not adequately consider or significantly underestimated the economic effect of the rule on business.'* And therefore, does not meet the Prerequisites as outlined NRS 237.080 needed to allow the Adoption of BILL 2017-3.

(B) PER, NRS 237.100 2(A) and (B) – OBJECTION TO ADOPTED RULE:

a) **2(A)** The '*...**GOVERNING BODY** ...failed to prepare a business impact statement as required ...'* (as outlined in SECTION I) and
b) **2(B) The STATEMENT** did not *accurately consider and significantly underestimated the effect of the Rule on Business'* as follows:
   i. ON 2/14/17, Per the STATEMENT, SESG requested the 'Summary of the comments received...' from the City. On 3/1/17, a copy of the emailed actual Responses only were received from the City Manager's Office.
   ii. As confirmed by Gina Bishop, on 3/2/17, there was no Summary Document of the Citizen Responses that would prove a complete and accurate analysis all Responses received was performed.
   iii. *Of the 40 plus* CITIZEN responses, **only one** was in favor of the BILL 2017-3, and that Response was written by the Franchisee.
   iv. ALL OTHER CITIZEN RESPONSES were **in opposition** of the BILL 2017-3 and most contained *multiple* oppositions.

v. The STATEMENT only addressed ONE out of several issues that were received by the City in the Citizen's Responses.

vi. **SESG** manages the accounts of over 300 FRANCHISED SERVICE accounts for City Businesses, therefore all the issues listed in EXHIBIT A and in our Response to the Study *impose a direct and significant economic impact and burden on our business* and only one (1) was addressed in the STATEMENT.

vii. **BILL 2017-3's** includes many new sections and language that significantly impacts Businesses and Residents more than a minimal amount as outlined in Section I above.

II. PETITIONS TO THE CITY:

PER NRS 237.080 AND 237.100 2(A) AND (B), SESG OBJECTS TO THE 10/2016 BUSINESS IMPACT STUDY, THE RESULTING STATEMENT AND ITS SUBSEQUENT APPROVAL AT CITY COUNCIL 2/15/17, AS THE STUDY ITSELF DID NOT MEET THE PREREQUISITES AS OUTLINED IN THE NRS 237.000, AND AS THE STATEMENT FINDINGS WERE *INACCURATE, INCOMPLETE...AND DID NOT ADEQUATELY CONSIDER OR SIGNIFICANTLY UNDERESTIMATED THE ECONOMIC EFFECT OF THE RULE ON BUSINESS,'* AS OUTLINED IN SECTION I (A) AND (B) OF THE APPEAL.

THEREFORE, SESG RESPECTFULLY REQUESTS THE CITY TO REVIST THE APPROVAL OF THE BUSINESS IMPACT STATEMENT – BILL 2017-3, AND REQUESTS THE CITY TO CONDUCT A NEW BUSINESS IMPACT STUDY ON BILL 2017-3 THAT MEETS THE PREREQUISITES LISTED IN NRS 237.080.

FURTHER, SESG REQUESTS THAT THE CITY TO HAVE AN OBJECTIVE THIRD PARTY PERFORM A FORENSIC AUDIT TO VERIFY THE AMOUNT OF FUNDS COLLECTED SINCE 1990 FOR THE SINGLE STREAM PROJECT TO PROVIDE THE CITY AND ITS CITIZENS TRANSPARENCY AND ACCESS TO ACCURATE AND COMPLETE INFORMATION BEFORE SAID BUSINESS IMPACT STUDY IS CONDUCTED.

FURTHER, AS NEGOTIATIONS TO EXTEND THE FRANCHISE AGREEMENT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE ARE BEING TIED TO THE NEGOTIATIONS AND APPROVAL OF THE LANGUAGE IN BILL 2017-3, SESG PETITIONS THE CITY TO HAULT SUCH NEGOTIATIONS UNTIL ALL POTENTIALLY IMPACTED PARTIES HAVE HAD PROPER NOTIFICATION AND HAVE ACCESS TO ACCURATE AND COMPLETE INFORMATION.

SIGNED:



DANIELLE BASSON/ SIMPLE ENVIRONMENTAL SERVICES GROUP/CLV BL NO. G62-10159
2951 WESTWOOD DRIVE, LAS VEGAS, NV 89109/ 702-473-1465. DBASSON@SIMPLEESG.COM

From: Jeffery A. Garofalo [mailto:jgarofalo@lee-lawfirm.com]
Sent: Wednesday, March 15, 2017 10:59 AM
To: Office Of The Mayor <OfficeofTheMayor@LasVegasNevada.GOV>
Subject: Republic Services

Dear Mayor Goodman:

I am writing to strongly urge you not to pass a bill solidifying the Republic Services monopoly for another decade or more. It is irresponsible to sign a contract valued at nearly a billion dollars over 12 years without evaluating the competition, especially when Republic has been the sole provider for over 30 years.

This is absolutely a contract that should go out for a request for proposal in a transparent process. If, as Steve Ross implies, there is no other company that could possibly provide the services that are required, then Republic will prevail again. If that is the case they should have no fear of an opening public bidding process.

Republic has been very slow to adopt one-container recycling, and even if they win a bid their performance will be increased by the competition. Competition is good for everyone, especially the people of Las Vegas.

Thank you for considering my views.

Jeffery A. Garofalo
PARTNER

LEE HERNANDEZ LANDRUM GAROFALO ATTORNEYS AT LAW

LAS VEGAS	NORTHERN CALIFORNIA	SOUTHERN CALIFORNIA
7575 VEGAS DRIVE, SUITE 150	1600 RIVIERA AVE #310	31 JOURNEY, SUITE 200
LAS VEGAS, NEVADA 89128	WALNUT CREEK, CA 94596	ALISO VIEJO, CA 92656
T: 702.880.9750	T: 925.939.2000	T: 949.204.3730
F: 702.314.1210	F: 925.939.2008	F: 949:315.3413

WWW.LEE-LAWFIRM.COM

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City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2017-5 - For Possible Action - Amends the Downtown Centennial Plan to replace the list of permitted uses for the Arts District with a reference to the Land Use Tables for Title 19. Sponsored by: Councilman Bob Coffin

Fiscal Impact

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

PURPOSE/BACKGROUND:
Currently, the Downtown Centennial Plan specifically lists the land uses that are permitted in the Arts District and by what means. Before any new or unlisted use can be allowed in the District, that use must be added by means of an amendment to the Downtown Centennial Plan. This bill would eliminate that list of uses. Future uses within the District would be determined in accordance with the Land Use Tables for Title 19.

RECOMMENDATION:
ADOPTION at the 4/5/2017 City Council Meeting, pursuant to the 3/13/2017 Recommending Committee Meeting.

First Reading – 3/1/2017; First Publication – 3/23/2017

BACKUP DOCUMENTATION:
Bill No. 2017-5

BILL NO. 2017-5

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO REPLACE THE LIST OF PERMITTED USES FOR THE ARTS DISTRICT WITH A REFERENCE TO THE LAND USE TABLES FOR TITLE 19, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends the Downtown Centennial Plan to replace the list of permitted uses for the Arts District with a reference to the Land Use Tables for Title 19.

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 and 3 of this Ordinance.

SECTION 2: Section VII(D)(2), setting forth the list of Permitted Uses for 18b The Las Vegas Arts District, is deleted in its entirety.

SECTION 3: Section VII(D) is amended by inserting a new Section VII(D)(2), reading as follows:

2. Permitted Uses.

Per Section 19.12.010 Land Use Tables.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2017.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-14-17
_____
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 _____, 2017, 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 _____, 2017, 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.: **42.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2017-6 - Amends LVMC Chapter 11.52 to prohibit oversize vehicle parking on streets adjacent to residential districts, public schools and public parks. Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of this bill is to help maintain the quality of life and improve the safety and enjoyment of residential property, public schools, and public parks by prohibiting oversize vehicle parking on adjacent streets. Oversize vehicles include commercial vehicles, recreational vehicles, trailers, or any combination of vehicle and trailer having an overall length of twenty-four feet or more or an unladen weight in excess of eight thousand pounds.

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. 2017-6

BILL NO. 2017-6

ORDINANCE NO. _____

AN ORDINANCE REGARDING PARKING REGULATIONS TO AMEND LVMC CHAPTER 11.52 TO PROHIBIT OVERSIZE VEHICLE PARKING ON STREETS ADJACENT TO RESIDENTIAL DISTRICTS, PUBLIC SCHOOLS AND PUBLIC PARKS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Amends the City's parking regulations to prohibit oversize vehicles from parking on streets adjacent to residential districts, public schools and public parks.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11, Chapter 52, Section 305, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.52.305: (A) Except as otherwise provided in this Section or as permitted by posted sign, it is unlawful for a person to stand, park or store, [upon any residential street,] upon any street adjacent to a residence district, public school or public park, a commercial vehicle, recreational vehicle, trailer, or any combination of vehicle and trailer having an overall length of twenty-four feet or more or an unladen weight in excess of eight thousand pounds. For purposes of the preceding sentence, a "residence district" means the territory contiguous to a street, not comprising a business district, in which the parcels abutting such street for a distance of three hundred feet or more are mainly occupied by dwellings or by dwellings and buildings in use for residence.

(B) The provisions of Subsection (A) do not apply to a commercial vehicle that is:

(1) Parked in front of property from which or to which goods or passengers are being picked up or delivered, but only for that period of time during which goods or passengers are being expeditiously loaded or unloaded; or

(2) Being used in conjunction with the performance of service, repair, construction or similar essential use within the immediate neighborhood.

(C) A person may park a recreational vehicle upon a residential street in front of

property from which or to which passengers and travel items will be loaded or unloaded, but only:

(1) For a period not to exceed forty-eight consecutive hours; and

(2) In accordance with a permit issued by the Parking Services Division of the Department of Economic and Urban Development in accordance with Subsection (D).

For purposes of this Subsection (C) and Subsection (D), "recreational vehicle" means any vehicle or trailer, or vehicle-trailer combination, that is designed, maintained and used as a travel trailer, camper, motor home, tent trailer, or camping trailer.

(D) A permit issued for recreational vehicle parking described in Subsection (C):

(1) Shall specify the location and vehicle to which it pertains, the date and time permitted parking may begin, and the date and time the permit expires;

(2) Must be displayed in or on the vehicle in a conspicuous location that is clearly visible from the street;

(3) Is valid only for the vehicle, location and times specified;

(4) Is not valid with reference to the same recreational vehicle more than six times within any three-month period;

(5) Is not valid for any period that commences less than seventy-two hours after a previous permit for the same recreational vehicle has expired; and

(6) May be revoked for abuse, misuse, ineligibility or other good cause.

(E) It is unlawful for a person to stand, park or store a mobile billboard upon any street at a location within five hundred feet of a dwelling, including any apartment unit or residential condominium. For purposes of this Subsection (E), "mobile billboard" means one or more sign structures that are mounted on a vehicle or trailer and are used for general advertising or advertising for hire. The term does not include signs that are displayed or installed on:

(1) A bus, taxicab or similar vehicle that is used primarily for the purpose of transporting multiple passengers; or

(2) A vehicle operated in the normal course of the vehicle owner's business, if

the signs contain advertising or identifying information directly related to the business and are not used to display advertising unrelated to that business.

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.

. . .

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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 _____, 2017.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____ 2/21/17
Jeffry M. Dorocak, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2017, 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 _____, 2017, 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: APRIL 5, 2017

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

SUBJECT:
NEW BILLS:

Bill No. 2017-7 - Annexation No. ANX-67648 - Property location: south side of Inyo Avenue, approximately 110 feet west of Bristle Falls Street; Owner: United States of America; Acreage: 5.09 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 south side of Inyo Avenue, approximately 110 feet west of Bristle Falls Street. 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 (May 12, 2017) 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. 2017-7 and location map

BILL NO. 2017-7

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-67648)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located on the south side of Inyo Avenue, approximately 110 feet west of Bristle Falls 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:

> Government Lot 27 in Section 19, Township 19 South, Range 60 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 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 12th day of May, 2017, 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 12th day of May, 2017, 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 12th day of May, 2017.

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 _____, 2017.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-21-17
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 _____, 2017, 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 _____, 2017, 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": _____

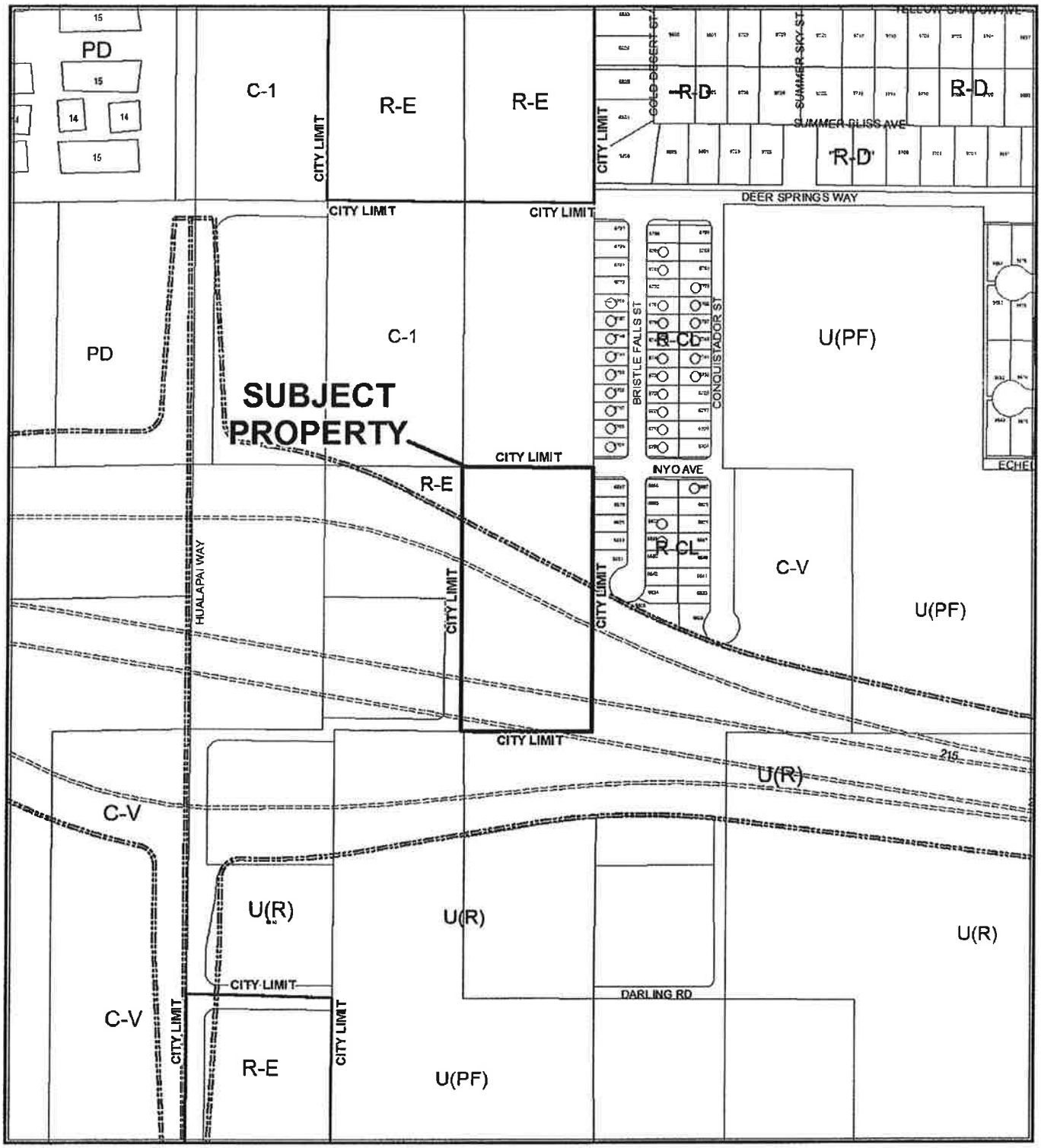
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-67648**

0 285 570 Feet

N

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
NEW BILLS:

Bill No. 2017-8 - Annexation No. ANX-68933 - Property location: on the west side of Mustang Street, approximately 350 feet south of Buckskin Avenue; Petitioned by: Margarita Ojeda and Jose Israel Lopez; Acreage: 1.10 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the west side of Mustang Street, approximately 350 feet south of Buckskin Avenue. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (May 12, 2017) 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. 2017-8 and location map

BILL NO. 2017-8

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-68933)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described as generally located on the west side of Mustang Street, approximately 350 feet south of Buckskin 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:

> The north 156 feet of the south 288 feet of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast (SE 1/4) of Section 11, Township 20 South, Range 60 East M.D.M., in 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 12th day of May, 2017, 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 12th day of May, 2017, 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 12th day of May, 2017.

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 _____, 2017.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-21-17
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 _____, 2017, 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 _____, 2017, 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": _____

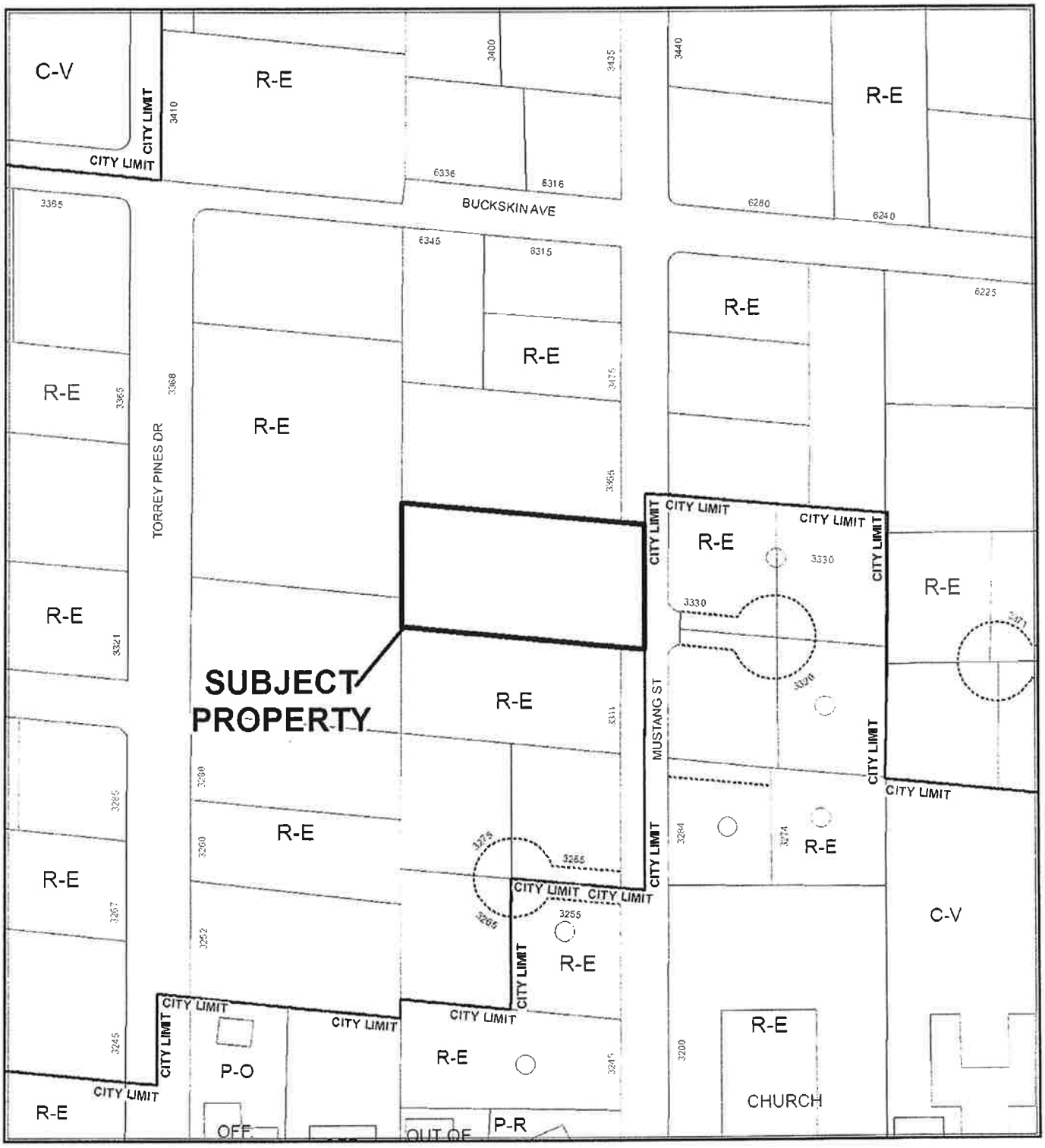
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-68933**

0 140 280 Feet

N

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
NEW BILLS:

Bill No. 2017-9 - Amends the Unified Development Code to allow clinics within the O (Office) Zoning District by means of special use permit. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Unified Development Code to allow clinics within the O (Office) Zoning District by means of special use permit. From a land use perspective, the character of the typical "clinic" use has changed over the years and it is believed that the use should now be treated in the same manner as other similar uses allowed in the Office District. The bill includes provisions to limit the hours of clinic operation so as to maintain compatibility.

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. 2017-9

BILL NO. 2017-9

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO ALLOW CLINICS WITHIN THE O (OFFICE) ZONING DISTRICT BY MEANS OF SPECIAL USE PERMIT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends the Unified Development Code to allow clinics within the O (Office) Zoning District by means of special use permit.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 and 3 of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Clinic" to indicate that the use is allowed in the O Zoning District by means of special use permit. In order to reflect the amendment, the letter "S" shall be inserted in the box that represents the intersection of the row for the use "Clinic" and the column for the O Zoning District.

SECTION 3: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Clinic" to add, at the appropriate location, an entry for Minimum Special Use Permit Requirements, reading as follows:

Minimum Special Use Permit Requirements:

1. The hours of operation shall be limited to the period between 7:00 a.m. and 9:00 p.m.

SECTION 4: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010 and 19.12.070 are deemed to be subchapters rather than sections.

SECTION 5: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 and 3 of this Ordinance.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2017.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-21-17
_____
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 _____, 2017, 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 _____, 2017, 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.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
NEW BILLS:

Bill No. 2017-10 - Amends the City's medical marijuana regulations in various respects, including adjusting limits on hours of operation, deleting certain product limitations, modifying disposal procedures, creating a license for support businesses, and revising dispensary fees. Sponsored by: Mayor Pro Tem Steven D. Ross, Councilman Bob Beers and Councilman Bob Coffin

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend various regulations pertaining to medical marijuana. Among other things, the bill allows additional hours for medical marijuana sales, eliminates certain product limitations at medical marijuana dispensaries, modifies disposal procedures for medical marijuana, creates a license for medical marijuana support businesses, and revises dispensary fees by eliminating the annual license fee and adding an origination charge. This bill was requested to bring certain City medical marijuana regulations more in line with those adopted by Clark County.

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. 2017-10

BILL NO. 2017-10

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY'S MEDICAL MARIJUANA REGULATIONS IN VARIOUS RESPECTS, INCLUDING ADJUSTING LIMITS ON HOURS OF OPERATION, DELETING CERTAIN PRODUCT LIMITATIONS, MODIFYING DISPOSAL PROCEDURES, CREATING A LICENSE FOR SUPPORT BUSINESSES, REVISING DISPENSARY FEES, AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Pro Tem Steven D. Ross
Councilman Bob Beers
Councilman Bob Coffin

Summary: Amends the City's medical marijuana regulations in various respects, including adjusting limits on hours of operation, deleting certain product limitations, modifying disposal procedures, creating a license for support businesses, and revising dispensary fees.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 95, Section 20 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.020: Unless the context otherwise requires, the scope of all words in this Chapter shall be liberally construed in order to effectuate the purpose of this Chapter, and, in particular, the following words shall have the meaning ascribed to them as follows:

"Adequate supply" means the immediate availability, as determined by the Director, of a sufficient quantity and quality of medical marijuana, any specific strain of medical marijuana or any particular infused product to meet the immediate demand of registry identification card holders qualified under NRS 453A.362 within the City.

"Cannabis" or "marijuana" have the same meaning, and as may be amended, as defined by Nevada Revised Statutes Chapter 453A.

"Compliance permit" means a permit issued under LVMC 6.95.040.

"Cultivation facility" has the meaning ascribed to it in NRS 453A.056, and means a business that is registered under NRS 453A.322 and acquires, possesses, cultivates, delivers, transfers, transports, supplies or sells marijuana and related supplies to a medical marijuana dispensary, facility for the production of

edible marijuana products or marijuana-infused products or other cultivation facilities.

"Designated primary caregiver" has the meaning ascribed to it in NRS 453A.080.

"Edible marijuana products" has the meaning ascribed to it in NRS 453A.101 and means products that contain marijuana or an extract thereof and are intended for human consumption by oral ingestion; and are presented in the form of foodstuffs, extracts, oils, tinctures and other similar products.

"Independent testing laboratory" has the meaning ascribed to it in NRS 435A.107 and is a business certified under NRS 453A.368 which provides independent testing of marijuana, edible marijuana products and marijuana-infused products that are to be sold in the State.

"Key employee" means an employee designated by a business licensee to oversee the operations of the business in the absence of the licensee.

"Medical marijuana" has the meaning ascribed to it in NRS 453A.096 and as used in accordance with NRS 453A.120.

"Marijuana infused products" has the meaning ascribed to it in NRS 453A.112 and means products that are infused with marijuana or an extract thereof; and are intended for use or consumption by humans through means other than inhalation or oral ingestion. The term includes, without limitation, topical products, ointments, oils and tinctures.

"Medical marijuana dispensary" has the meaning ascribed to it in NRS 453A.115, and means a business that is registered under NRS 453A.322 and which acquires, possesses, supplies, sells or dispenses marijuana or related supplies and educational materials to the holder of a valid registry identification card.

"Medical marijuana establishment" has the meaning ascribed to it in NRS 453A.116 and means any establishment licensed under this Chapter and in possession of a valid registration certificate under NRS 453A and may include a medical marijuana dispensary, medical marijuana production facility, cultivation facility or independent testing laboratory.

"Medical marijuana production facility" has the meaning ascribed to a "facility for the production of edible marijuana products or marijuana-infused products" in NRS 453A.105 and means a business which acquires, possesses, manufactures, delivers, transfers, transports, supplies or sells at wholesale edible

marijuana products or marijuana-infused products to medical marijuana dispensaries.

"Medical marijuana support business" means a business that provides goods or services to a medical marijuana establishment and either receives at least fifty percent of its annual revenue from licensed medical marijuana establishments or is required by the State to obtain a medical marijuana establishment agent registration card.

["Ownership interest" means any principal, person, beneficial owner as defined by 6.50.020, and individual persons holding any ownership or financial interest for each business entity including all businesses organized under or governed by Title 7 of the Nevada Revised Statutes including but not limited to private corporations, publicly-traded corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations ("Business Entities"). Ownership interest in the context of publicly traded corporations shall include all corporate officers and members of any board of directors, and also includes individuals with ten percent or more ownership or financial interest in the publicly traded corporation. To the extent that a Business Entity has an ownership interest in a medical marijuana establishment, the term "ownership interest" shall also include all individuals with an ownership interest in such Business Entity. It is the intent of this Chapter that all individuals with a direct or indirect ownership interest in a medical marijuana establishment be disclosed and be subject to the requirements of this Chapter.]

"Paraphernalia" has the meaning ascribed to it in NRS 453A.125.

"Registration certificate" means a certificate issued pursuant to NRS 453A.322 by the State regulating authority. In accordance with subsection 3 of NRS 453A.326, any registration certificate issued by the State regulating authority is provisional until such time as the establishment is in compliance with all applicable City ordinances and rules, and the City has issued a business license for the operation of the establishment.

"Registry identification card" has the meaning ascribed to it in NRS 453A.140.

"State regulating authority" means the Division of Public and Behavioral Health of the Department of Health and Human Services of the State of Nevada and/or any other agency assigned to administer NRS

453A.

SECTION 2: Title 6, Chapter 95, Section 30 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.030: (A) It shall be unlawful for any person to operate any marijuana establishment in the City without a valid registration certificate duly issued by the State regulating authority, and a license issued pursuant to this Chapter and operating in compliance with any and all applicable state laws and the Las Vegas Municipal Code.

(B) Except as otherwise permitted by NRS 453A.352(5), it shall be unlawful for any person to provide marijuana, edible marijuana products or marijuana infused products to a medical marijuana establishment within the City without a registration certification duly issued by the State regulating authority and a license issued by the City.

(C) Except for sales pursuant to NRS 453A.352(5), it shall be unlawful for any licensed medical marijuana establishment located within the City to accept for sale any marijuana, edible marijuana products or any marijuana infused products from any person who has not obtained a registration certificate from the State regulating authority, or who is not duly licensed under this Chapter for the provision of such products.

(D) It shall be unlawful for a person to engage in any form of business or commerce involving the cultivation, processing, manufacturing, storage, sale, distribution, transportation or consumption of marijuana other than those forms of businesses and commerce that are expressly contemplated by [NRS 453A and any administrative rules duly adopted by the State regulating authority] this Chapter.

(E) It shall be unlawful for any person to sell medical marijuana at a licensed medical marijuana dispensary [at any time other than between the hours of 6:00 a.m. and midnight] between the hours of 3:00 a.m. and 6:00 a.m. daily, unless otherwise permitted by the City Council as a condition of licensing.

(F) It shall be unlawful for any medical marijuana dispensary to sell medical marijuana

without complying with State requirements concerning use of the electronic verification system maintained by the State regulating authority, including authenticating the validity of the medical marijuana registry identification card with the State electronic verification system.

SECTION 3: Title 6, Chapter 95, Section 50 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.050: Upon determination to accept medical marijuana compliance permit applications for medical marijuana establishments, the Director shall issue a request for permit applications specifying the types of medical marijuana establishments for which medical marijuana compliance permit applications may be accepted, which request shall also establish the deadline to submit medical marijuana compliance permit applications. The Director shall:

(A) Post on the website of the Department at least ten days prior to the acceptance period for such submittals the type of medical marijuana establishment permits that will be accepted.

(B) Provide a permit application period within which all applications must be submitted, which period shall be not more than ten days, with a three p.m. Pacific Time deadline for all submitted applications on the final day.

(C) Return to the entity that submitted an application, any application received at a time other than the time set forth in this subsection, and consistent with the notice posted on the website.

(D) Not allow the modification of any application once the deadline for complete applications has passed.

(E) Reject and not process any applications that are incomplete.

[(F) Reject and not process any application for which any person or entity with an ownership interest in the applicant has been previously issued a license pursuant to this Chapter, or has had an ownership interest in another previous licensee, and such license has been revoked for non-payment of fees within the last five years.

(G) Reject and not process any application for which any person or entity with an ownership interest in the applicant has been previously issued a license pursuant to this Chapter, or has had

an ownership interest in another previous licensee, and such license has been revoked for disciplinary action within the last ten years.

(H) Reject and not process any applications that are submitted by applicants where one or more individuals or entities with an ownership interest has been found unsuitable to hold a privilege license within the city or been subject to disciplinary action in any jurisdiction.]

SECTION 4: Title 6, Chapter 95, Section 60 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.060: A separate application must be submitted for each license for a medical marijuana establishment. The application for each medical marijuana compliance permit must include:

(A) A complete application per LVMC Chapter 6.06 for the applicant. [and each person with an ownership interest in the proposed medical marijuana establishment.]

(B) [A detailed personal and business financial history per LVMC 6.06.030(B) for each person with an ownership interest in] An application for approval of suitability per LVMC 6.06.070 for each principal of the proposed medical marijuana establishment.

(C) A one-time, nonrefundable permit application fee of five thousand dollars.

(D) A complete special use permit application, all applicable fees pursuant to LVMC Chapters 19.12 and 19.16, and all required accompanying documents.

(E) A medical marijuana compliance permit application on forms prescribed by the Director.

(F) A complete description of the products and services to be produced or sold by the medical marijuana establishment.

(G) A complete and accurate copy of the application and all accompanying documents to be filed pursuant to NRS 453A.322 including, but not limited to:

(1) All proposals for operations, business plans, attestations, financial documentation, and required tax reports;

(2) All documents detailing proposed organizational structure, all narratives,

and resumes;

(3) All documentation required concerning the adequacy of the proposed building and construction plans with supporting details in the form specified by the City Building Official and the payment of all required review and inspection fees;

(4) All testing, transportation, policy and operations manuals, financial plan, and an environmental plan.

(H) A security plan, including a depiction of the location and configuration of security cameras, indicating how the applicant intends to comply with the requirements related to monitoring and securing the licensed premises as required by this Chapter.

(I) An accounting plan that includes how sales and inventory will be tracked on a daily, weekly, and monthly basis, and how this information will be stored and safeguarded.

(J) A sign and advertising plan, including all proposed interior signage.

(K) A copy of all contracts, proposed contracts for consulting, management, renting or leasing the premises for the proposed medical marijuana establishment, including written documentation stating that the property owner of the proposed location for the establishment is fully aware of the property's intended use or a copy of the deed to such property showing ownership vested in the applicant.

(L) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of a medical marijuana establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such medical marijuana establishment by federal authorities, may render the permit and such license subject to immediate suspension or revocation.

(M) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a permit and/or

license, including any claims and litigation arising from the establishment, operation, or ownership of the medical marijuana establishment, and that a bond to secure such obligation in an amount required pursuant to LVMC 6.95.090 will be provided prior to the issuance of any license.

(N) An acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each [person with an ownership interest] principal must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive such a permit or license is at all times on the applicant; that the granting of a medical marijuana compliance permit and/or license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

SECTION 5: Title 6, Chapter 95, Section 70 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.070: (A) The Director shall complete a preliminary review of all submitted applications for a medical marijuana compliance permit to determine whether the application is complete. An application shall be deemed complete by the Director only when an application filed prior to the close of the noticed application period contains each of the following:

(1) Each application, narrative, plan, rendering, contract and other document required in this section;

(2) Proof of compliance with all submittal requirements of NRS 453A and any other regulation or requirement of the State regulating authority;

(3) Proof that the proposed location for the medical marijuana establishment is consistent with the requirements of LVMC Title 19;

(4) All fees have been paid;

(5) All waivers, acknowledgements, and statements are properly signed and acknowledged by the applicant and every principal; [and person with an ownership interest;] and

(6) Each [person with an ownership interest] principal has filed complete applications per LVMC Chapter 6.06 and each individual has submitted to fingerprinting and

photographing per LVMC Chapter 6.06.

(B) The Director shall reject and return to the applicant any application that is incomplete or otherwise fails to meet the criteria established in this Chapter, in NRS 453A, or the regulations of the State regulating authority. Permit application fees are non-refundable, and shall not be refunded in the event of rejection of an application.

(C) The Director shall review all complete medical marijuana compliance permit applications that satisfy the applicable criteria, and may refer such applications in part, or in whole, to other City departments or Metro for investigation, review and comment, as the Director deems appropriate.

(D) The Director shall prepare a report on the merits of each complete medical marijuana compliance permit application, the potential suitability of any and all principals and the application's compliance with the provisions of this Chapter and LVMC Title 19, and the application demonstrates the required financial, technical or educational ability or experience to perform the activity for which approval is sought. In recommending the granting or denying of such medical marijuana compliance permit, the Director shall give particular consideration to the identity, character, and background of the applicant, capacity, capitalization, past business practices of the applicant, operational plan, organizational structure, environmental sustainability and mitigation plans, interior floor plans of the buildings, odor control systems and suitability of the building for the use proposed, site plan as to parking, traffic movement and aesthetics; impact on the surrounding neighborhood; the type and degree of security personnel and facilities and any other factors that in his or her discretion deems necessary to the safety, peace, order and welfare of the public.

(E) The Director may inspect or cause to be inspected each proposed location for a medical marijuana establishment and may call for and conduct interviews. Prior to approval of a medical marijuana compliance permit, the Director shall require an inspection by the Fire and Building Departments. Applicants shall pay all inspection fees that may be required in connection therewith.

(F) Following the Director's review, the Director shall forward a report on the merits of each complete application with recommendations to the City Council for consideration.

SECTION 6: Title 6, Chapter 95, Section 90 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.090: (A) Following action by the State regulating authority issuing a provisional medical marijuana establishment registration certificate, the City Council shall evaluate whether to grant any proposed medical marijuana establishment that received a medical marijuana compliance permit a medical marijuana business license.

(B) The City Council may issue licenses for the following types of medical marijuana establishments:

(1) Medical Marijuana Dispensary. A medical marijuana dispensary license allows the licensee to acquire, possess, supply and sell or dispense usable marijuana, edible marijuana products, marijuana infused products, and marijuana paraphernalia exclusively to State regulating authority-designated medical marijuana registry card holders.

(2) Cultivation Facility. A cultivation facility license allows the licensee to acquire, possess, cultivate, package, label, deliver, transfer, transport, supply and sell wholesale marijuana and related supplies to a medical marijuana dispensary, medical marijuana production facility, or to other cultivation facilities only.

(3) Independent Testing Laboratory. An independent testing laboratory license allows the licensee to independently test marijuana, edible marijuana products and marijuana-infused products that are to be sold at medical marijuana establishments operating in accordance with the requirements of NRS 453A.

(4) Medical Marijuana Production Facility. A medical marijuana production facility license allows the licensee to acquire, process, manufacture, deliver, transfer, transport, package, and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana dispensaries only.

(C) A medical marijuana establishment license applicant may not exercise any of the privileges of a medical marijuana establishment license until the City Council approves the license and

suitability of each [person with an ownership interest in] principal of the medical marijuana establishment, and final pre-operational inspections have been conducted and all applicable inspection and license fees are paid.

(D) Prior to issuance of a license, the licensee must designate one principal, all key employees and all management personnel to demonstrate competence in local regulations as evidenced by a written demonstration administered by the Director.

(E) Licenses shall expire two years from the date of issuance and a licensee must apply for biennial review pursuant to LVMC 6.95.170.

(F) A medical marijuana establishment licensee shall provide and maintain at all times and at its own expense a certificate of insurance at amounts and terms approved by the Director prior to issuance or renewal of a license. Any failure to maintain insurance or provide proof of insurance is grounds for the Director to suspend the license.

(1) As determined appropriate by the Director, the minimum coverage amounts which may be required shall be as follows:

(a) Production/Cultivation Facilities: Liability coverage for products and completed operations (one million dollars per occurrence, two million dollars aggregate); commercial automobile coverage (one million dollars per occurrence); and excess liability coverage (one million dollars).

(b) Dispensaries: General liability (one million dollars per occurrence, with two million dollars aggregate, for bodily injury and property damage arising out of licensed activities); liability coverage for products and completed operations (one million dollars per occurrence, with two million dollars aggregate); professional liability coverage (one million dollars per occurrence); and excess liability coverage (one million dollars).

(c) Independent testing laboratories: Professional liability coverage (one million dollars per occurrence), and excess liability coverage (one million dollars).

(2) All required general liability and excess liability policies shall name the

City and its elected officials, officers, agents, employees and volunteers as additional insureds. All policies shall be primary over any other valid and collectible insurance.

(G) Prior to issuance or renewal of a license, medical marijuana establishment licensees shall provide a surety bond as set forth in this section. The bond must be at the licensee's own expense and remain in force throughout the term of the license. The bond must cover licensee's obligation, for itself and its agents, employees, subcontractors, and the agents and employees of any subcontractors, to indemnify, defend, and hold harmless the City, and any of its elected or appointed officers, agents, or employees, from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs, and expenses which the City, or such elected or appointed officers or employees, may suffer, or which may be recovered from, or obtainable against the City, or such elected or appointed officers or employees, as a result of, by reason of, or arising out of the use of the license, or the exercise by the licensee of any or all of the rights, privileges, permission, and authority conferred herein, or as a result of any alleged act or omission on the part of the licensee in performing or failing to perform any of its obligations. Such surety bond shall be in the amount of two hundred fifty thousand dollars, or such lesser amount as the City may deem appropriate in particular cases.

(H) Upon approval by the City Council of a medical marijuana compliance permit and the issuance of a provisional medical marijuana registration certificate by the State regulating authority, the Director shall process a license application pursuant to LVMC Chapter 6.06. The Director shall not issue a temporary license for a medical marijuana establishment.

SECTION 7: Title 6, Chapter 95 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 95, reading as follows:

6.95.095: (A) A business that qualifies as a medical marijuana support business is subject to the licensing requirements of this Section, as well as the regulatory and fee requirements of this Chapter, independent of any other applicable provisions of this Title. Except as otherwise provided in Subsections (B) and (C), the license is not subject to the licensing and suitability provisions of LVMC Chapter 6.06.

(B) Except with respect to businesses regulated under NRS Titles 54 to 57, inclusive, the Director shall have the discretion to decide that a business proposing to provide certain types of goods or services must follow particular provisions of LVMC Chapter 6.06 as they pertain to licensing and suitability approvals.

(C) Notwithstanding any other provision of this Section or LVMC Chapter 6.06:

(1) The Director is the approving authority for the issuance of licenses issued under this Section and related suitability determinations.

(2) The Director shall have the authority to issue a temporary business license to a medical marijuana support business pursuant to LVMC Chapter 6.06.

SECTION 8: Title 6, Chapter 95, Section 100 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.100: (A) A medical marijuana cultivation facility, an independent testing laboratory or a medical marijuana production facility which has obtained a business license in a jurisdiction within Nevada other than the City [may] shall apply to the Director for a license to provide testing, medical marijuana, edible marijuana products and/or marijuana infused products[, if an adequate supply does not exist, to licensed medical marijuana establishments] within the City. Except as otherwise provided in Subsection (B), all applications for such licenses will be processed pursuant to LVMC Chapter 6.06. The Director may deny an application under this Subsection (A) if the applicant's business license in another Nevada jurisdiction is not currently valid or is subject to a disciplinary proceeding. License fees for such establishments shall be as set forth in LVMC 6.95.230(C).

(B) A medical marijuana establishment referred to in the first sentence of Subsection (A) shall not be required to:

(1) Comply with the permit process set forth in LVMC 6.95.040; or

(2) Post the surety bond required by LVMC 6.95.090.

(C) A medical marijuana support business which has obtained a business license in a jurisdiction within Nevada other than the City shall apply to the Director for a license to provide

transportation of marijuana or ancillary support services to medical marijuana establishments within the City. All applications for such licenses will be processed pursuant to LVMC 6.95.095. The Director may deny an application under this Subsection (C) if the applicant's business license in another Nevada jurisdiction is not currently valid or is subject to a disciplinary proceeding. License fees for such establishments shall be as set forth in LVMC 6.95.230(C).

SECTION 9: Title 6, Chapter 95, Section 110 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.110: (A) Each medical marijuana establishment licensee shall operate only in compliance with all State regulations, all City regulations, and the plans, procedures and policies submitted with the permit and approved by the Director, and any restrictions imposed in connection with issuance of the license.

(B) At least one qualified person shall be on the premises of a medical marijuana dispensary at all times during the hours of operation or available for immediate contact during hours of operation. Contact information of the qualified person shall be kept on the premises and immediately accessible to the Department and Metro. For purposes of [the preceding sentence] this subsection, a "qualified person" means a principal who has been approved for suitability pursuant to LVMC [6.06.06] 6.06.060 or a key employee who has been approved for suitability pursuant to that Section.

(C) A medical marijuana establishment may not allow the use, smoking, ingestion or consumption of any marijuana, edible marijuana, or marijuana-infused product on the licensed premises.

(D) Any person or premises licensed as a medical marijuana establishment shall comply with all City ordinances regulating signs and advertising. All signs and advertisements must comply with all requirements of the State regulating authority.

(E) Material that is misleading, deceptive, or false, as evidenced either by the content of the advertising material or by the medium or the manner, in which the advertising is disseminated, is designed to appeal to minors or promote the use of marijuana for other than medicinal purposes is prohibited.

(F) With respect to issues regarding signs and advertising that are not governed by LVMC Title 19, each medical marijuana establishment shall conform to the approved sign and advertising plan as a condition of the license. The Director shall not recommend for approval any sign and advertising plan that:

(1) Has not been approved by the State regulating authority and does not comply with all the requirements of the State regulating authority;

(2) Promotes the use of marijuana for other than medicinal purposes, or is appealing to minors;

(3) Provides advertising utilizing any of the following media:

(a) A sign mounted on a vehicle;

(b) Any hand-held, human signage or other portable sign; or

(c) Any handbill, leaflet or flier directly handed to any person, deposited, fastened, thrown, scattered, cast, or placed in a public place, left upon a motor vehicle, or any handbill, leaflet or flier posted upon any public or private property without the consent of the property owner;

(4) Provides advertising in the form of signage that is located:

(a) Within one thousand feet of the property line of a church/house of worship, public or private school that provides formal education traditionally associated with preschool or kindergarten through grade twelve, care facility for children, teen dance center, park or playground, as measured from a point on the ground directly beneath the center of the sign structure;

(b) On or in a public transit vehicle or public transit shelter; or

(c) On or in a publicly owned or operated property.

(5) Provides advertising by means of any video, print, online media, newspaper, magazine, other periodical of general circulation, radio or broadcast medium which is generally or specifically marketed to minors.

The limitations set forth in Paragraph (4) of this Subsection (F) do not apply to any advertising sign that is

intended to identify the location of a medical marijuana establishment and that is located on the same parcel as the establishment.

(G) The presence of minors on the premises of a medical marijuana establishment is prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian. No licensee shall cause, permit or allow, either by act or by failure to act, the violation of this subsection.

(H) Medical marijuana, edible marijuana products and/or marijuana infused products may only be transported in accordance with the requirements of this Chapter, and only by a licensed medical marijuana establishment[.] or a licensed medical marijuana support business. No other person shall transport medical marijuana, edible marijuana products and/or marijuana infused products on behalf of a licensed medical marijuana establishment. Transportation must meet all requirements of the State regulating authority. Product must be placed in unmarked, non-transparent transportation containers.

(1) All required transportation logs must be in the vehicle and made available to law enforcement at any time the log is inspected. Upon being stopped by a law enforcement officer within the City, each driver must identify to the officer that the product contained within the vehicle is medical marijuana, edible marijuana products or marijuana-infused products, as the case may be, from a licensed medical marijuana establishment and must present a state agent registration card, the route the vehicle was authorized to travel and the actual travel log for inspection.

(I) Each licensee is responsible to obtain a biennial building inspection from the Building Official prior to renewal of any license.

(J) Any closure either temporary or permanent must be noticed in writing to the Director fifteen days prior to such closure, unless an emergency requires the closure of such facility which must be reported to the Director within twenty-four hours of such closure.

(K) Each licensee must meet the accounting and auditing procedures established by the Department to track and record all sales for audit purposes. The Department must have access to such records as provided for under LVMC 6.02.020.

(1) If an annual audit is required by the State regulating authority, the licensee shall submit the audit report to the City within ninety days of the completion of the audit. All reports or evaluations submitted hereunder shall be confidential and shall not be available for public inspection, except as may be required under State or federal law.

(2) In compliance with all State and Federal privacy laws the licensee shall allow the Director or a designee unrestricted access to all financial documents, books, records, facilities, and all audio and video surveillance pertaining to the facilities. Any information obtained pursuant to this section or any statement filed by the licensee shall be deemed confidential in character and shall not be subject to public inspection or as determined by State and Federal privacy laws.

SECTION 10: Title 6, Chapter 95, Section 120 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.120: Each medical marijuana establishment must submit, maintain and follow a security plan approved by the Director. Any proposed modification to an approved security plan must be submitted to the Director for approval. Any security plan must meet all the criteria established by the State regulating authority and the following minimum requirements:

(A) Each licensed premises must have a security system which monitors all perimeter entry points, windows, and controlled areas by a centrally monitored alarm company properly licensed with the City, and whose agents are properly licensed and registered under applicable laws.

(B) A twenty-four-hour surveillance system is required to monitor the interior and exterior of a medical marijuana establishment, a live feed of which must be accessible to authorized law enforcement at all times, and in real-time.

(1) All recorded images must clearly and accurately display the time and date. Time is to be measured in accordance with U.S. National Institute of Standards and Technology standards.

(2) The surveillance system's data storage device must be secured on-site in a lock box, cabinet, closet, or secured in another manner to protect from employee or third-party tampering or criminal theft.

(3) A sign must be posted in any customer areas that the customer is under video surveillance.

(C) The establishment shall be responsible for ensuring compliance with all local and state regulations regarding the facility and must monitor parking areas and outdoor areas of the licensed premises for loitering, unlawful sale of medical marijuana by customers, and consumption of medical marijuana.

(D) Any theft of items containing marijuana or the observance of any unauthorized transactions of medical marijuana on the licensed premises must be reported to Metro and the Department in written communication within twenty-four hours of occurrence.

(E) A sign shall be posted at the entrance to the location containing the name and functioning telephone number of a twenty-four-hour on-call member engaged in the management of a medical marijuana establishment who shall receive, log, and respond to complaints and other inquiries.

(F) In addition to complying with all requirements set by the State regulating authority, any licensed cultivation facility shall:

(1) Secure the cultivation facility with full video surveillance capable of clearly identifying any activities occurring within twenty feet of the exterior of the building and any parking, fenced, or loading areas. A motion detection lighting system may be employed to illuminate the gate area in low light conditions.

(2) Must provide on-site security between the hours of ten p.m. and six a.m.

(G) In addition to complying with all requirements set by the State regulating authority, any licensed medical marijuana production facility shall ensure all production, transport, delivery, shipping, labeling and packaging areas have fixed camera coverage capable of identifying activity occurring within a minimum of twenty feet.

(H) In addition to complying with all requirements set by the State regulating authority, any licensed medical marijuana dispensary shall contain the following areas, separated and segregated, and consistent with the following specific criteria:

(1) Waiting area containing only one entrance for the public, which is visible immediately from one fixed staffed security station. The entire waiting area must also be monitored by surveillance cameras.

(2) Consultation room where medical marijuana products are viewed for purchase, which must be:

(a) Separated [and segregated] from any waiting area;

(b) Any windows or viewing areas must be obscured from the public right-of-way or waiting area;

(c) Any customer allowed to enter any room where medical marijuana, edible marijuana products, or marijuana infused products are viewed for purchase is required to be [accompanied] within view of and in an area monitored by an employee of the establishment;

(d) Only sample products may be viewed for purchase in such a room; samples may be shown to customers outside of nontransparent packaging;

(e) Customers may not remove any medical marijuana, edible marijuana products, or marijuana infused products from the consultation room.

(3) All medical marijuana, edible marijuana products, or marijuana infused products, during non-business hours, must be stored in a separated and secured area.

(a) The area must meet the Building Official's standards for odor control.

(b) The area must be under surveillance by the camera system at all times.

(c) One area may store both product and legal tender, however separate storage devices must be maintained and both must be under video surveillance.

(4) All medical marijuana, edible marijuana products, or marijuana infused products must be placed in an opaque bag or cover that does not allow the product to be visible from outside of the bag or cover and closed by the attendant of the dispensary prior to transfer to a customer.

SECTION 11: Title 6, Chapter 95, Section 130 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.130: (A) A cultivation facility must meet all odor control regulations established by the building department. Within twenty-four hours of any complaints concerning odors, a cultivation facility shall respond to the complaints and file with the Director and the Building Official all action taken to address odor complaints. The Building Official, upon determination of the existence of detectable odor from any cultivation facility, may require additional measures by the facility to control such odor and a timeframe for the implementation of such measures at any cultivation facility. Failure to complete required improvements within the timeframe specified by the Building Official is grounds for suspension of the license by the Director.

(B) Any medical marijuana that is transported to a medical marijuana dispensary must be packaged [for retail sale in tamper evident containers of not more than two and one-half ounces] and placed in unmarked, non-transparent transportation containers.

(C) Any medical marijuana that is transported to a medical marijuana production facility must meet all State regulating authority standards.

(D) Applicants must designate on their permit application the size of the area proposed to be under cultivation on the premises. The cultivation area will be limited to the square footage granted on the license. Other floor space of the facility may be used for walkways, ventilation, storage or any other purposes required by the State regulating authority or the licensee for operations of the business. Allocated square footage of cultivation area may be requested to be increased upon petition to the Director prior to the renewal of the license.

(E) The Council may reduce the square footage of any applicant or licensee if the Council determines the size of the proposed facility is not in the interest of the surrounding community.

(F) Prior to accepting any plant materials into the cultivation facility for the first time, the cultivation facility shall notify the Department to conduct a pre-operational inspection and shall pay all related inspection fees.

SECTION 12: Title 6, Chapter 95, Section 150 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.150: (A) Inspections. The Department will conduct a pre-operational inspection at all medical marijuana production facilities to determine whether the facilities, methods, practices and controls used in the manufacture, processing, or holding of edible marijuana products or marijuana-infused products conform to or are operated or administered within the requirements of this Chapter. The licensee is responsible for the costs of all inspections.

(B) Products and Labeling. Products sold at City-licensed medical marijuana dispensaries must meet the following:

(1) No infused products may contain alcoholic beverages as defined and regulated by LVMC Chapter 6.50;

(2) No product shall have the appearance or packaging of candies, characters, shapes or other like products which are commonly marketed to children;

(3) [No infused water or beverages may be produced or bottled for drinking as a beverage;

(4)] Packaging must be opaque. Products must not be visible from or depicted on the packaging;

[(5)] (4) Labels must be simple in appearance without pictures or depictions of objects, such as toys, characters, pictures of children, or cartoon characters or any other depiction which are commonly marketed to children;

[(6)] (5) Labels must not have the appearance of similar labels found in a grocery store;

[(7) The City may create a logo that must be placed on the packaging for all edible marijuana products and marijuana-infused products. If such a logo is created, it shall be applied to all such products;

(8)] (6) Any edible marijuana products or marijuana infused products that are

transported to a licensed medical marijuana dispensary must be packaged for retail sale in tamper evident containers and placed in unmarked, non-transparent transportation containers. [; and

(9) The maximum number of servings in any one single unit of marijuana-infused product meant to be eaten or swallowed is ten servings of no more than ten milligrams of active THC per serving. THC is defined in NRS 453A.155. A single unit of marijuana-infused extract for inhalation cannot exceed one gram.]

SECTION 13: Title 6, Chapter 95, Section 160 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.160: Each licensed medical marijuana dispensary shall comply with the following requirements:

(A) Prices for all products shall be prominently posted in the waiting area in a location and manner readily visible to prospective and actual clients. Prices shall not be posted on the exterior of the licensed premises.

(B) All edible marijuana products and marijuana infused products offered for sale at licensed dispensaries shall meet the requirements, restrictions and labeling of edible marijuana products and marijuana infused products in accordance with LVMC 6.95.150(B). (See Medical Marijuana Production Facility.)

(C) Any dispensary that sells edible marijuana products or marijuana infused products must display a placard that states the following:

(1) Edible Marijuana and Marijuana Infused Products. There may be health risks associated with consumption of edible marijuana products or marijuana infused products.

(2) Edible products and marijuana infused products contain marijuana or active compounds of marijuana.

(3) Should not be used by women who are pregnant or breast feeding.

(4) When eaten or swallowed, the intoxicating effects of this product can be delayed two or more hours.

(5) Follow all recommended dosage and serving guidelines and

recommendations.

(6) "KEEP OUT OF REACH OF CHILDREN."

The placard shall be no smaller than eight inches tall by twelve inches wide, with font size letters no smaller than forty-eight points. The placard shall be clearly visible and readable by customers and shall be written in English.

(D) A medical marijuana dispensary is [not] allowed to [sell gifts, novelties or] participate in ancillary business [sales] activity within a medical marijuana dispensary [with the exception of the following:] if the ancillary business activity is:

(1) [Paraphernalia] The sale of paraphernalia as defined by NRS 453A.125, the sale of which is limited to the consultation room and only to a display area not to exceed ten percent of the gross floor space in the room.

(2) Ancillary services which are services approved in the educational plan by the State regulating authority, and which also must be approved for an ancillary license by the City.

(3) Other ancillary activities as approved by the City Council and subject to any conditions the Council may impose.

(E) A dispensary may locate one or more automatic teller [machine] machines for access to patients only for the dispensing of money if the person operating the machine has been approved by the Director under LVMC 6.06.125 and the business is licensed to operate such by the City. Money and legal tender may not be stored onsite except as detailed in the approved security plan.

(F) [The following activities are prohibited:

(1) The giving of free samples or free product to any person, employee or customer;

(2) Compensation to an employee in the form of marijuana product;

(3)] The display of any product in any manner visible to the general public from the right-of-way or outside of the facility is prohibited. [; and

(4) The use of reward programs, customer loyalty programs, or merchandise

that bears a company logo or business name, unless incidental to the identification or promotion of the dispensary business.]

(G) Reserved.

(H) The following activities are prohibited for all licensed medical marijuana dispensaries:

(1) Off-site transportation or sale of medical marijuana, edible marijuana products or marijuana infused products, except to another licensed medical marijuana establishment or the location of the residence of a registry card holder and only to a residential address specified on the registration card. All sales and distribution of medical marijuana, edible marijuana products or marijuana infused products by a licensed medical marijuana dispensary shall occur only upon the licensed premise, and the licensee shall be strictly prohibited from transporting or selling medical marijuana to any person at any other location.

(2) A drive-thru or walk-up window for transactions or product transfer.

(3) Except as otherwise permitted by Paragraph (1) of this Subsection (H):

(a) A dispensary shall not dispense or distribute, sell, transfer or in any other way provide marijuana, edible marijuana products or marijuana infused products other than by direct, face-to face, in-person transaction with the holder of a registry identification card or designated primary caregiver at the licensed facility; and

(b) Marijuana shall not be provided by any other means of delivery including, without limitation:

[(i) Internet sales.

(ii) The transport, mail or private delivery of product.]

(i) Mail delivery.

(ii) Private transportation of the product other than transportation by a licensed medical marijuana establishment or medical marijuana support business.

(I) Dispensaries must inform each customer either by signage, written receipt or on

product labeling that it is illegal to re-sell medical marijuana, edible marijuana products or marijuana infused products to any person.

(J) The dispensary shall provide the Director, Metro and all neighbors located within fifty feet of the premises with the name, phone number, and facsimile number of an on-site community relations staff person to whom one can provide notice if there are operating problems associated with the dispensary.

(K) No advertising, materials or postings within the waiting areas may advertise locations, devices or activities promoting the consumption of marijuana or other facilities selling or purporting to provide locations for the private or public consumption of marijuana.

(L) [Medical marijuana, edible marijuana products and/or marijuana infused products shall be obtained from licensed medical marijuana establishments within Clark County if an adequate supply is available from licensed medical marijuana establishments located within Clark County.

(M)] A medical marijuana dispensary must maintain an electronic verification system in accordance with the requirements of the State regulating authority, which must be used to record data required by the State regulating authority and to validate each registry identification card presented and the allowed amount of medical marijuana to be dispensed.

[(N) A medical marijuana dispensary's hours of operation shall be limited to between six a.m. and ten p.m.]

SECTION 14: Title 6, Chapter 95, Section 170 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.170: (A) Every two years from the date of issuance each licensee must submit to a review of the issued license.

(B) Documentation required for the biennial review must be submitted at least sixty days prior to the expiration of the license.

(C) Documentation for the biennial review must be provided on a form approved by the Director and accompanied by:

(1) A new license application per LVMC Chapter 6.06;

(2) A nonrefundable application renewal fee of one thousand dollars;

(3) List of all ownership per LVMC 6.06.030(A)(2) or affidavit testifying that no changes have occurred;

(4) Signed affidavits from each principal attesting to the fact that there have not been any arrests or convictions of a crime in any jurisdiction and they have not had disciplinary action taken against them or an associated business where a business license is held;

(5) If changes are requested, a detailed proposal for changes to any of the plans or documents approved with the initial license or previous renewal, including the sign plan, security plan, environmental plan, operational plan, or building plans;

(6) A copy of all current and proposed contracts for consulting, management, renting or leasing;

(7) A copy of all contracts with any other medical marijuana establishments; and

(8) A statement certifying and attesting that no changes have occurred in the [ownership,] operations or original application with the exception of those specifically noted in the renewal application.

(D) The Director may approve the review and approve a renewal of the license based on a determination that no material changes have been made to the original application or refer the review with noted requested changes to the Council for consideration. The City Council may approve, approve with conditions, deny or take such other action as it deems appropriate.

(E) The Director may deny renewal of a license based on the failure or refusal of a licensee to carry out the policies and procedures or comply with the plans and statements provided to the Department with the application for the license.

(F) The Director may deny renewal of a license if the establishment is not in compliance with this Chapter or has any unpaid fees.

SECTION 15: Title 6, Chapter 95, Section 190 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.190: Medical marijuana and any waste including wastewater must be stored, secured and managed in accordance with applicable state statutes and regulations and LVMC Title 14 and state approved disposal plan. Within thirty calendar days of the expiration of use of medical marijuana, [A] a medical marijuana establishment must dispose of medical marijuana [that is not usable marijuana], return it to a cultivation facility for disposal, or return it to a production facility for disposal [within ten calendar days of expiration of use]. Medical marijuana waste must be made unusable prior to [leaving a licensed medical marijuana facility.] disposal.

(A) Wastes that must be rendered unusable prior to disposal include, but are not limited to:

(1) Marijuana plant waste, including roots, stalks, leaves, and stems that have not been processed with solvent.

(2) Solid marijuana sample plant waste possessed by third-party laboratories certified by the State regulating authority for quality assurance that must be disposed of.

(B) The allowable method to render marijuana plant waste unusable is by grinding and incorporating the marijuana plant waste with non-consumable solid waste or other ground materials so the resulting mixture is at least fifty percent non-marijuana waste by volume. Other methods to render marijuana waste unusable must be approved by the State regulating authority and the Director before implementing.

(C) Marijuana waste rendered unusable following an approved method in the facility disposal plan may be delivered to a franchised or licensed solid waste facility for final disposition.

(D) Disposal cannot include medical marijuana product including plant material entering the City wastewater collection system, storm drain system or any unsecure rubbish disposal system.

(E) A medical marijuana establishment shall not transfer, share, give, sell or deliver

any unused medical marijuana in the establishment's possession to any other person[, regardless of whether they are] unless the person is licensed as a medical marijuana establishment[.] or an establishment approved in the state approved disposal plan.

(F) A medical marijuana establishment shall not dispose of medical marijuana in any manner other than permitted under this Chapter.

SECTION 16: Title 6, Chapter 95, Section 230 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.230: (A) Annual License Fee:

(1) Each annual fee is due in advance on July 1st of each year. Applicants who receive license approval on a date other than such due date shall have their license fees prorated on a monthly basis. License fees paid pursuant to the code are not refundable.

(2) Any annual fee which is not received by the Department on or before the due date shall be assessed a late-payment penalty amount equal to ten percent of the amount of such annual fee.

(3) If the annual fee and penalty is not received by the Department within fifteen days after the due date, an additional penalty in an amount equal to twenty-five percent of such annual fee shall be assessed.

(4) If the annual fee and all penalties are not received by the Department within sixty days after the due date, the license shall be automatically revoked.

(5) Each [licensee] medical marijuana cultivation facility, medical marijuana production facility, and independent testing laboratory shall pay to the Department in advance, the annual fees set forth in the following schedule:

License Category	Annual License Fee
Medical Marijuana Cultivation Facility	$20,000.00 for 1st 5,000 square feet of approved cultivation area and $10,000.00 for each additional 5,000 square feet, or portion thereof, of approved cultivation area
Medical Marijuana Production Facility	$5,000.00
[Medical Marijuana Dispensary	$75,000.00]
Independent Testing Laboratory	$10,000.00, plus the gross revenue fee described in LVMC Chapter 6.04

(B) Semi-Annual Gross Revenue Fee for Medical Marijuana Dispensary:

(1) Gross revenue fees shall be administered in accordance with LVMC 6.02.160 through 6.02.220, LVMC 6.02.240 through LVMC 6.02.260.

(2) If the semi-annual fee and all penalties are not received by the Department within sixty days after the due date, the license shall be automatically revoked.

(3) A semi-annual license fee based on the gross sales of the medical marijuana dispensary facility according to the following schedule:

(a) All medical marijuana products received directly from the medical marijuana cultivation facility for sale shall be calculated on five percent of gross sales.

(b) All medical marijuana products received directly from the medical marijuana production facility for sale shall be calculated at seven percent of gross sales.

(c) Sales other than medical marijuana shall be calculated pursuant to LVMC 6.04.005.

(C) Each medical marijuana cultivation facility, medical marijuana production facility, [or] independent testing laboratory or medical marijuana support business that is described in LVMC [6.95.100(A)] 6.95.100 and that is based outside the City shall pay to the Department a semi-annual license fee as set forth in the following schedule:

License Category	Semi-Annual License Fee
Medical Marijuana Cultivation Facility	1% of gross revenue or $5,000.00, whichever is greater
Medical Marijuana Production Facility	1% of gross revenue or $1,500.00, whichever is greater
Independent Testing Laboratory	1% of gross revenue
Medical Marijuana Support Business	Pursuant to LVMC 6.04.005

(D) Each medical marijuana dispensary shall pay a one-time origination charge of seventy-five thousand dollars, which is due and payable at the time of filing an application for a license issued pursuant to this Chapter.

SECTION 17: Title 6, Chapter 6, Section 10 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.010: (A) The provisions of this Chapter apply to those businesses which are found by the City Council to require a high degree of supervision and to more seriously affect the economic, social and moral well-being of the City and its residents. These businesses have been commonly referred to as "privileged" and require specific consideration for approval of a license for the business by an approving authority, and specific consideration for approval of the suitability of the principals by an approving authority.

(B) For purposes of this Chapter, the term "approving authority" means:

(1) The Director, for licenses and suitability determinations for principals issued under the provisions of Chapters 6.06A, 6.06B, 6.12, 6.14, 6.18, 6.35, 6.47, 6.51, 6.53, 6.55, 6.69, 6.74, 6.82, [and 6.84;] 6.84 and 6.95; and

(2) The City Council, for all other categories.

SECTION 18: Title 6, Chapter 6, Section 60 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.06.060: Each principal must be approved for suitability in order to be associated with a business subject to this Chapter. The Director shall consider the suitability of each principal for licenses issued under the provisions of Chapters 6.06A, 6.06B, 6.12, 6.14, 6.18, 6.35, 6.47, 6.51, 6.53, 6.69, 6.74, [and] 6.84[,] and 6.95, and the City Council shall consider the suitability of each principal for all other categories of privileged license.

SECTION 19: 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 20: 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 21: 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 _____, 2017.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____ 3/27/17
Jeffry M. Dorocak, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2017, 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 _____, 2017, 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.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

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

SUBJECT:
NEW BILLS:

Bill No. 2017-11 - Amends the Town Center Development Standards Manual to establish the Montecito land use designation and accompanying standards. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Town Center Development Standards Manual to establish the Montecito land use designation and accompanying standards. The Montecito District is intended to govern the development and use of property that to this point has been covered by development agreement. The agreement is set to expire and the establishment of this new district will allow the development and use of property within Montecito to proceed and be governed in the same manner as it has pursuant to the development agreement.

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. 2017-11

BILL NO. 2017-11

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO ESTBLISH THE MONTECITO LAND USE DESIGNATION AND ACCOMPANYING STANDARDS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends the Town Center Development Standards Manual to establish the Montecito land use designation and accompanying standards.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.10.060(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, hereinafter the "Manual," is hereby amended as set forth in Sections 2 to 22, inclusive, of this Ordinance. Where sections or provisions of existing language are being amended, deletions are shown by bracketing and additions by underlining.

SECTION 2: Section A.4.B of the Manual is hereby amended to read as follows:

B. Modification of the Land Use Map

Except as otherwise provided in this Paragraph (B), [Any] any request by or on behalf of the property owner, or any proposal by the City, to modify a land use district as depicted on Map 4 Town Center Land Use, shall be filed with the [of] Department in accordance with the procedures and standards applicable to a rezoning application as set forth in LVMC 19.16.090. The Montecito (MC-TC) land use designation shall be limited to the boundaries of Montecito (MC-TC) as depicted in Map Four. The boundaries of the MC-TC District may not be expanded, and no request to modify the District beyond the depicted boundaries will be accepted or processed.

SECTION 3: Section A.5 of the Manual is hereby amended by adding at the end thereof a new Subsection (L), reading as follows:

. . .

L. Montecito (MC-TC):

The Montecito District is intended to be a multi-use activity center focused on walkability and the opportunity for residents to have access to a variety of destinations. The Montecito District is the most appropriate area within Centennial Hills for large scale mixed-use and multi-use developments, and is envisioned as having a balanced mix of office, retail, residential and entertainment uses. Within this District there are no rigid design requirements, but instead the focus is on the interaction between the public and private realm, ease of pedestrian circulation, and abundance of open space. The central location of the Montecito District within Town Center supports medium to high density and intensity of diverse uses, which are encouraged in order to create a vibrant neighborhood. The Montecito District shall be limited to the boundaries of Montecito (MC-TC) as depicted in Map Four. The boundaries of the Montecito District may not be expanded, and no request to modify the District beyond the depicted boundaries will be accepted or processed.

SECTION 4: Section A of the Manual is hereby amended by deleting in its entirety Subsection 6 thereof (pertaining to the Montecito Development Agreement).

SECTION 5: Section B.1 of the Manual is hereby amended by amending the introductory paragraph thereof to read as follows:

This chapter indicates which uses are permitted in each of the [eleven (11)] twelve (12) Land Use Districts. The Permitted Uses Matrix (Table 1) identifies [those uses which are permitted by right, conditionally permitted and those which require approval by Special Use Permit.] the means of permitting each listed use, whether by right, as a conditional use, by means of special use permit, or by means of temporary commercial permit.

SECTION 6: Section B.2.D of the Town Center Development Standards Manual is hereby amended to read as follows:

D. Special Use Permits (S):

Certain uses may be permitted in the designated Land Use district only after obtaining a Special Use Permit in accordance with LVMC 19.16.110 and compliance with specific conditions. These conditions are listed

as "Minimum Requirements" following the Permitted Use Matrix in Section B.4 of these standards, labeled "Special Use Permits." Notwithstanding the previous two sentences, uses within the Montecito District are exempt from the automatic application of the minimum requirements set forth in Section B.4.B. However, in connection with the consideration of a special use permit application for a particular use within that District, the approval of the special use permit may be conditioned on compliance with any of the listed minimum requirements, as well as compliance with any other conditions deemed appropriate to mitigate the impact of the use.

SECTION 7: Section B.2 of the Manual is hereby amended by amending Table 1 at the end of that Section, representing the matrix of permitted uses, to add a new column pertaining to the MC-TC or MC District, and by inserting in that column entries to show which uses are permitted in that district and by what means, all as is set forth in Sections 8 to 10, inclusive, of this Ordinance.

SECTION 8: As referenced in Section 7 of this Ordinance, the letter "P" (indicating a permitted use) shall be inserted in the column pertaining to the MC District for the rows that correspond to the following uses:

Caretaker/Domestic Quarters or Security Unit

Church/House of Worship

College, University or Seminary

Commercial Recreation/Amusement (Indoor)

Commercial Recreation/Amusement (Outdoor)

Community Recreational Facility, Public

Copy Center

Financial Institution, General (with Drive-Through)

Financial Institution, General (without Drive-Through)

Garden Supply/Plant Nursery

General Personal Service

General Retail Store

Government Facility

Health Club

Helipad

High Density (25 + du/ac) – Mixed Use

Home Occupation

Hospital

Individual Care – Family Home

Individual Care Center

Laboratory, Medical or Dental

Laundry, Self Service

Library, Art Gallery or Museum (Public)

Low Density (1-5.5 du/ac)

Medium Residential (12.1 – 25 du/ac)

Medium-Low Residential (5.6 – 8 du/ac)

Medium-Low Residential Attached [(8.1- du/ac)] (8.1 – 12 du/ac)

Mortuary or Funeral Chapel

Museum or Art Gallery (Private)

Office, Medical or Dental

Office, other than listed

Parking Facility

Pet Boarding

Pet Shop

Post Office, Local Service

Private Club, Lodge or Fraternal Organization

Private Sports Arena, Stadium or Track

Public Park or Playground

Rental Store

Restaurant

Senior Citizen Apartments (Mixed Use)

Shopping Center

Small Wind Energy System

Solar Panel

Temporary Real Estate Sales Office

Trade Schools

Transit Passenger Facility

Utility Transmission Lines

Wholesale Showroom Facility

SECTION 9: As referenced in Section 7 of this Ordinance, the letter "S" (indicating a use permitted by special use permit) shall be inserted in the column pertaining to the MC District for the rows that correspond to the following uses:

Animal Hospital, Clinic, or Shelter (with no Outside Pens)

Auto Repair Garage (Minor)

Auto Title Loan

Automobile Rental

Beer/Wine/Cooler Off-Sale Establishment

Beer/Wine/Cooler On and Off-Sale Establishment

Beer/Wine/Cooler On-Sale Establishment

Building and Landscape Material/Lumber Yard

Car Wash, Full Service or Auto Detailing

Convalescent Care Facility/Nursing Home

Convenience Store (with Fuel Pumps)

Electric Utility Substation

Financial Institution, Specified

Gaming Establishment, Restricted License

High Density (25 + du/ac) – Single Use

Hotel, Motel or Hotel Suites

Individual Care – Group Home

Liquor Establishment (Tavern)

Mini-Storage Facility

Night Club

Open Air Vending/Transient Sales Lot

Outdoor Storage, Accessory

Package Liquor Off-Sale Establishment

Public or Private School, Primary

Public or Private School, Secondary

Radio, TV or Microwave Communication Tower

Restaurant with Alcohol

Restaurant with Drive-through

Restaurant with Service Bar

Retail Establishment with Accessory Package Liquor Off-Sale

Secondhand Dealer

Service Station

Swap Meet

Wireless Communication Facility

SECTION 10: As referenced in Section 7 of this Ordinance, the letters "TCP" (indicating a use permitted by means of a temporary commercial permit) shall be inserted in the column pertaining to the MC District for the rows that correspond to the following uses:

Temporary Contractor's Construction Yard

Temporary Outdoor Commercial Event

SECTION 11: Section B.2 of the Manual is hereby amended by further amending Table 1 at the end of that Section, representing the matrix of permitted uses, to add, at the appropriate locations, three new entries for the following uses:

Banquet Facility

Pawn Shop

Facility to Provide Testing, Treatment of Counseling for Drug or Alcohol Abuse

SECTION 12: Section B.2 of the Manual is hereby amended by further amending Table 1 at the end of that Section, representing the matrix of permitted uses, to indicate that the three uses listed in Section 11 of this Ordinance are allowed in the MC District. The Banquet Facility use is allowed in the MC District as a permitted use and, in order to so reflect, the letter "P" shall be inserted in the column pertaining to the MC District for the row that corresponds to that use. The Pawn Shop use and the Facility to Provide Testing, Treatment of Counseling for Drug or Alcohol Abuse use are allowed in the MC District by means of special use permit and, in order to so reflect, the letter "S" shall be inserted in the columns pertaining to the MC District for the rows that correspond to those two uses.

SECTION 13: Section B.2 of the Manual is hereby amended by further amending Table 1 at the end of that Section, representing the matrix of permitted uses, to add a superscript numeral "1" following the name of each of the new uses added by Section 11 of this Ordinance. That superscript numeral "1" is intended to refer to a footnote just following Table 1. Table 1 is also hereby amended to add that footnote just following Table 1 to read as follows:

[1]The Banquet Facility, Pawn Shop, and Facility to Provide for Testing, Treatment or Counseling for Drug or Alcohol Abuse uses are shown as being allowed only within the MC District. Those uses have been allowed already in the Montecito area by means of a development agreement governing the Montecito Town Center that was in effect at the time those uses were allowed.

SECTION 14: Section C.1.C.2 of the Manual is hereby amended by adding thereto, at the end thereof, a new paragraph (f), reading as follows:

f. Montecito (MC-TC)

Development within this land use designation will typically be multi-storied, having ground floor offices and/or retail with similar or residential uses utilizing the upper floors, and a medium-high building mass. Developments in excess of twelve (12) stories or one-hundred and fifty feet (150') are possible with a Special Use Permit (SUP), not to exceed fifty (50) stories or five-hundred (500) feet in height, whichever is less. Within the MC-TC District, there are no density limitations, but densities generally do not exceed 50 dwelling units per acre; higher densities may be attained upon approval of an SUP. Within the MC-TC District, the provisions of LVMC Chapters 19.06 and 19.08 shall not apply.

SECTION 15: Section C.1.C of the Manual is hereby amended by adding thereto a new subdivision 3, just before Tables 2 and 3 appearing in that section, reading as follows:

3. Timberlake Buffer Area

The Timberlake Buffer Area is intended for buffering the Timberlake Community from more intensive land uses and will minimize livability conflicts. It consists of the following elements:

—A 100-foot linear park, or right-of-way area, between the Timberlake Community and the surrounding properties to create the initial 100-foot buffer. See Figure 38 – Timberlake Buffer Area for location.

—A 230-foot wide area beyond the 100-foot buffer area where only single story office and low intensity retail uses will be permitted. In addition, careful site planning and design considerations will be taken within this 230-foot wide area to reduce potential negative impacts on the Timberlake Community. Issues such as vehicular access and congestion, signs and visual clutter, architectural design and lighting will be addressed in every proposed site plan.

SECTION 16: Section C.1.C of the Manual is hereby amended by amending Table 2 appearing therein, pertaining to Commercial Development Standards, to add a new column pertaining to the MC-TC District, indicating the standards applicable to that district and providing a superscript numeral "4" to make reference to a new footnote, Footnote 4. The new column, to be incorporated into Table 2, shall be labeled "MC" and shall include the following values with respect to each of the standards listed in the table:

Height (# of stories)	3[4]
Min. Front Yard Setback	0
Min. Side Yard Setback	10
Min. Corner Side Yard Setback	15
Min. Rear Yard Setback	20
Min. Lot Width	NA
Max. Lot Coverage	60%

SECTION 17: Section C.1.C of the Manual is hereby amended by further amending Table 2 described in Section 15 to add to the list of footnotes a new Footnote 4, reading as follows: [4]Additional height may be permitted in connection with Site Development Plan Review approval, but only up to a limit of twelve (12) stories or one hundred fifty feet (150'). Heights exceeding those limits may be permitted, but only by means of Special Use Permit. Notwithstanding the previous two sentences, 1) the maximum building height in any event is fifty (50) stories or five hundred feet (500'), and 2) building heights within the Timberlake Buffer Area are subject to and shall be governed by applicable limitations set forth in the provisions regarding the Timberlake Buffer Area contained in section C.1.C. of this Manual, as amended, and as depicted in Figure 38.

SECTION 18: Section C.1.C of the Manual is hereby amended by amending Table 3 appearing therein, pertaining to Building Height, Stepbacks and Build-to-Line Standards, to add a superscript numeral "3" to make reference to a new footnote, Footnote 3. That superscript numeral "3" shall be added following the superscript numeral "1" that appears after the word "Height" in the "Standard" column of the table, to be separated from the existing numeral 1 by a comma.

SECTION 19: Section C.1.C of the Manual is hereby amended by further amending Table 3 described in Section 17 to add a new Footnote 3, reading as follows:

[3]In the MC-TC District additional height may be permitted in connection with Site Development Plan Review approval, but only up to a limit of twelve (12) stories or one hundred fifty feet (150'). Heights exceeding those limits may be permitted, but only by means of Special Use Permit. Notwithstanding the

previous two sentences, 1) the maximum building height in any event is fifty (50) stories or five hundred feet (500'), and 2) building heights within the Timberlake Buffer Area are subject to and shall be governed by applicable limitations set forth in the provisions regarding the Timberlake Buffer Area contained in section C.1.C. of this Manual, as amended, and as depicted in Figure 38.

SECTION 20: Section C.2.B.11 of the Manual is hereby amended to read as follows:

11. The 20 percent open space requirement in LVMC 19.10.060 (E) shall be applied to the GC-TC, SC-TC, UC-TC, SX-TC, MS-TC, [and] EC-TC, and MC-TC districts of Town Center.

SECTION 21: Section F.2.B of the Manual is hereby amended by amending the introductory paragraph of that section to read as follows:

The following standards are applicable to those areas of the Centennial Hills Town Center designated on the adopted Land Use Plan as Urban Center Mixed Use (UC-TC), Suburban Mixed Use (SX-TC), [and] Main Street Mixed Use (MS-TC)[.] and Montecito (MC-TC). Any sign proposed within [this district] any of these districts that is not expressly permitted by the sign provisions of these standards is prohibited.

SECTION 22: Map 4 of the Manual (pertaining to Town Center Land Use) is hereby replaced with the map that is attached to this Ordinance as Exhibit 1 and is hereby adopted and incorporated by this reference.

SECTION 23: The Figures Section of the Manual is hereby amended by adding at the end thereof a new figure (pertaining to the Timberlake Buffer Area), which is attached to this Ordinance as Exhibit 2 and is hereby adopted and incorporated by this reference. The figure so attached shall be incorporated into the Manual as Figure 38.

SECTION 24: The Department of Planning is authorized and directed to incorporate into the Town Center Development Standards Manual the amendments made by this Ordinance, including, without limitation and as deemed necessary or appropriate, reconstituting tables, replacing Map 4 and adding the new figure at the appropriate locations, and making parallel reference changes and corresponding changes to the table of contents.

SECTION 25: 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 26: 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 _____, 2017.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-22-17
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 _____, 2017, 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 _____, 2017, 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

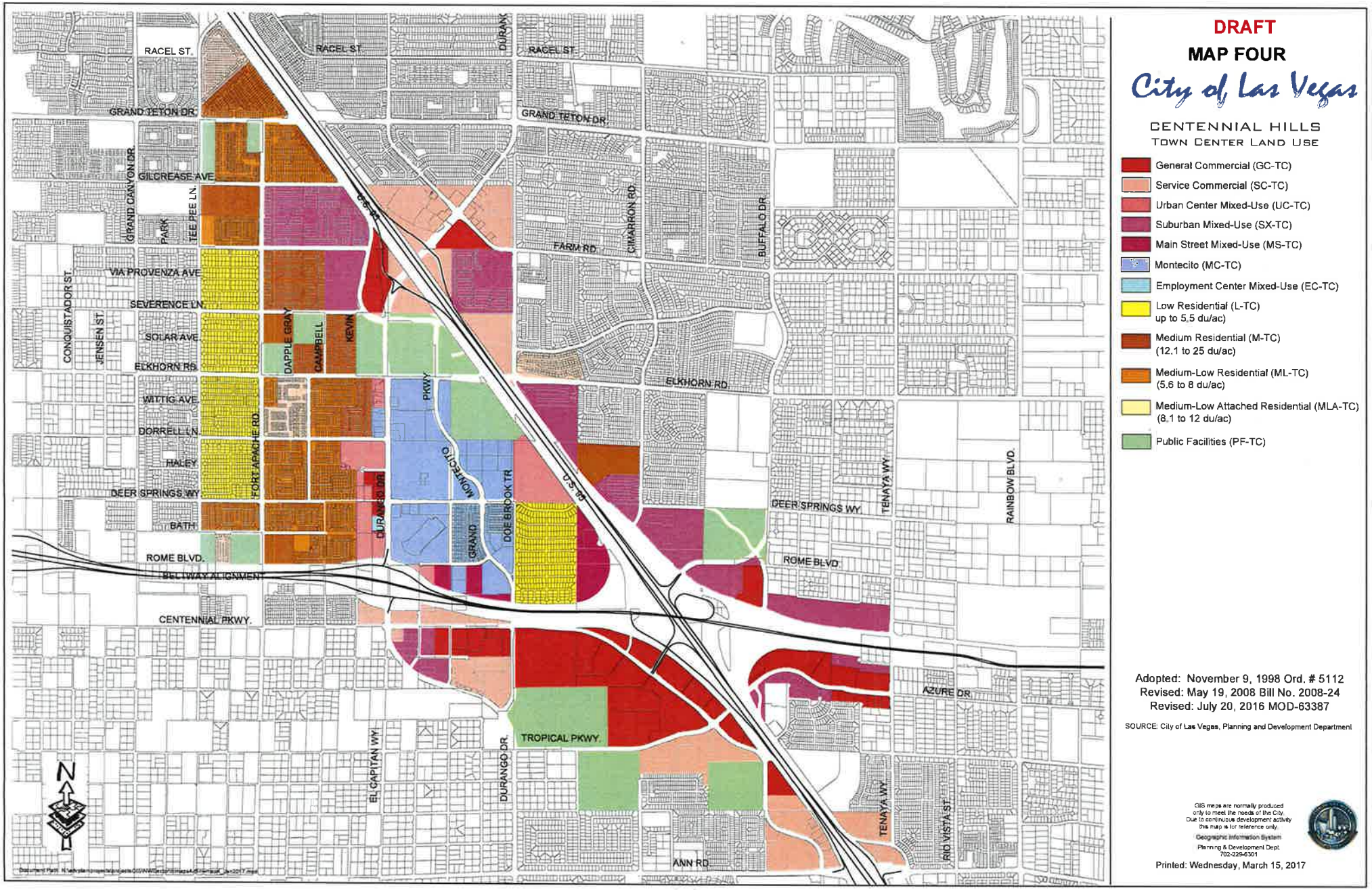

DRAFT
MAP FOUR
City of Las Vegas
CENTENNIAL HILLS
TOWN CENTER LAND USE
General Commercial (GC-TC)
Service Commercial (SC-TC)
Urban Center Mixed-Use (UC-TC)
Suburban Mixed-Use (SX-TC)
Main Street Mixed-Use (MS-TC)
Montecito (MC-TC)
Employment Center Mixed-Use (EC-TC)
Low Residential (L-TC) up to 5.5 du/ac)
Medium Residential (M-TC) (12.1 to 25 du/ac)
Medium-Low Residential (ML-TC) (5.6 to 8 du/ac)
Medium-Low Attached Residential (MLA-TC) (8.1 to 12 du/ac)
Public Facilities (PF-TC)
RACEL ST.
GRAND TETON DR.
GILCREASE AVE.
VIA PROVENZA AVE.
SEVERENCE LN.
SOLAR AVE.
ELKHORN RD.
WITTIG AVE.
DORRELL LN.
HALEY
DEER SPRINGS WY.
BATH
ROME BLVD.
BELTWAY ALIGNMENT
CENTENNIAL PKWY.
TROPICAL PKWY.
ANN RD.
AZURE DR.
FARM RD.
DURANGO DR.
RAINBOW BLVD.
TENAYA WY.
RIO VISTA ST.
EL CAPITAN WY.
CIMARRON RD.
BUFFALO DR.
DOE BROOK TR.
GRAND CANYON DR.
TEE PEE LN.
PARK
CONQUISTADOR ST.
JENSEN ST.
FORT APACHE RD.
DAPPLE GRAY
CAMPBELL
KEVIN
PKWY.
MONTECITO
U.S. 95
Adopted: November 9, 1998 Ord. # 5112
Revised: May 19, 2008 Bill No. 2008-24
Revised: July 20, 2016 MOD-63387
SOURCE: City of Las Vegas, Planning and Development Department
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
Printed: Wednesday, March 15, 2017

EXHIBIT 1


City of Las Vegas
DRAFT
CENTENNIAL HILLS
TIMBERLAKES BUFFER
Timberlakes 100FT Buffer
Timberlakes 230FT Buffer
W Deer Springs Way
Zelkova Ct
Alocasia Ct
Bluebell Garden St
Biltmore Garden St
Grand Montecito Pkwy
Sequoia Grove Ave
Lucero Ave
Quarentina Ave
Viansa Loma Ave
Morento Valley St
Petaluma Canyon St
Pinellia Ct
Nertera Ct
Old Westbury Ct
Rothmannia Ct
Amaryllis Hills Ave
W Rome Blvd
Doe Brook Trl
Fawn Brook Ct
Deer Hollow St
Antler Pines Ct
Fawn Heather Ct
Mountain Heather Ct
Fawn Meadow Ave
Antler Ridge Ave
Columbia Falls Ct
Alpine Winter Ct
Alpine Forest Ct
Alpine Autumn Ct
Sky Pointe Dr
Aztec Basin Ave
Baldy Mountain Ave
Colfax Crest St
N US 95
S US 95
Oso Blanca Rd
N CC 215
S CC 215
CC 215
W Centennial Pkwy
Centennial Center Blvd
N
SOURCE: City of Las Vegas, Planning and Development Department
Printed: Tuesday, March 14, 2017

EXHIBIT 2

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 5, 2017

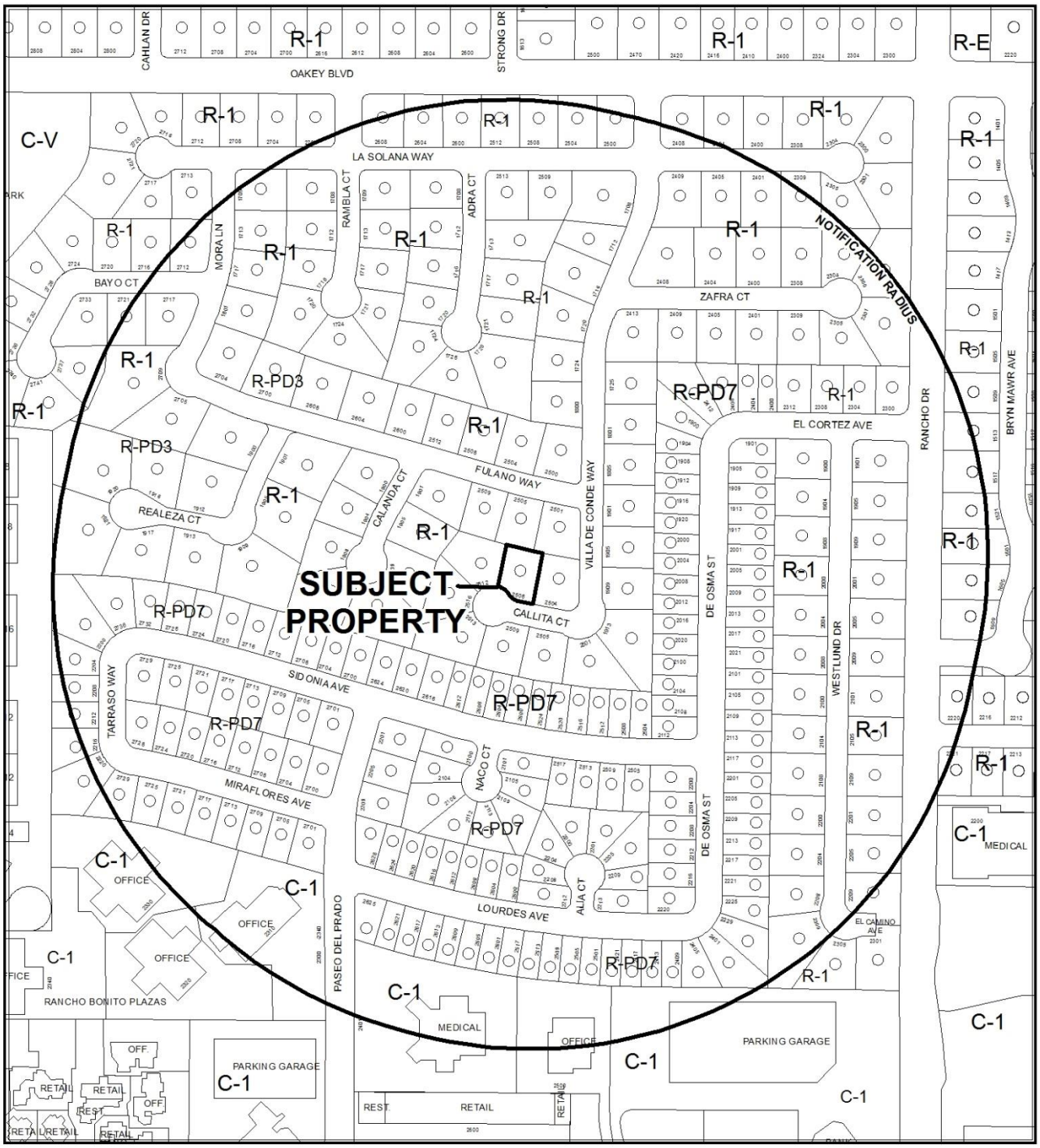
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-67474 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: THE SILVIA BRUNN FAMILY TRUST - For possible action on an Appeal of the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED BED & BREAKFAST INN USE WITH A WAIVER TO ALLOW ONE GUESTROOM WHERE TWO IS THE MINIMUM REQUIRED at 2508 Callita Court (APN 162-05-715-019), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-67441]. The Planning Commission (4-3 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**24**	**Planning Commission Mtg.**	**11**
City Council Meeting	**28**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (4-3 vote) and Staff recommend DENIAL, if approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Appeal Documentation
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Letter of Protest and Protest/Support Postcards
8. Backup Submitted from the December 13, 2016 Planning Commission Meeting



0 255 510 Feet

CASE: **SUP-67474 (PRJ-67441)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



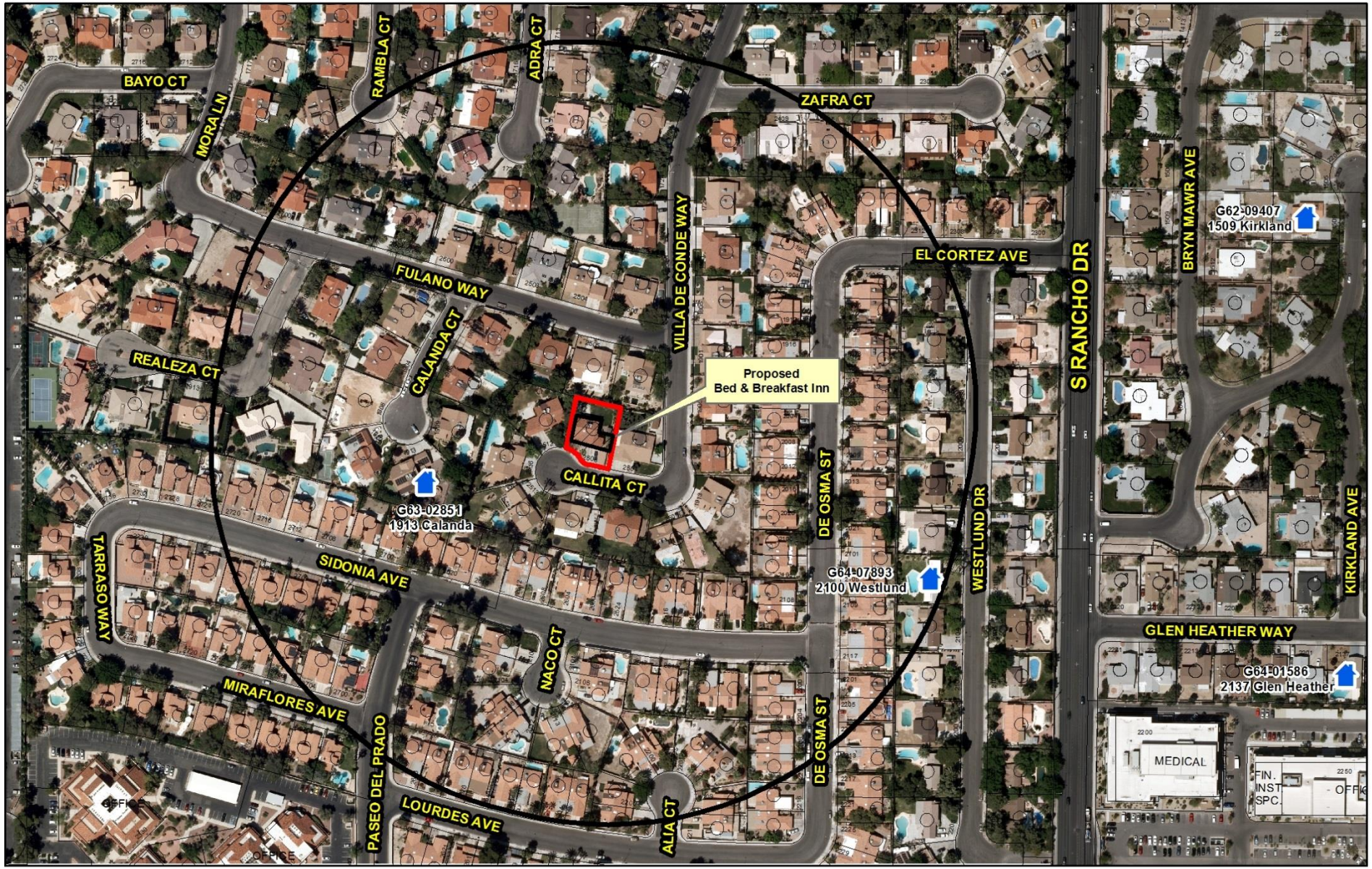
0 255 510 Feet

CASE: **SUP-67474 (PRJ-67441)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



SUP-67474 (PRJ-67441)

Short Term Rental

- Short Term Rental
- Pending Review
- Pending

Prohibited Areas

- Art District
- Symphony Park
- Cliff"s Edge
- Grand Canyon Village
- Providence Square
- Skye Canyon
- Summerlin
- Sun City
- Town Center
- West Summerlin
- Medical District

- Subject Property
- 660 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, March 08, 2017

RECEIVED
CITY CLERK
2016 DEC 27 A 10:19

December 26, 2016

To the

Las Vegas City Counsel

Re: City Planning Commission Application SUP 67474

To whom it may concern:

In regards to the above application, which was denied on December 13th, 2016, I would like to submit this appeal and ask to be put on the calendar for the City Council Meeting on January 18th, 2017,

Thank you kindly,

Silvia Brunn 2508 Callita Ct. Las Vegas, Nevada 89102 Tel: 702-876-8221

e-mail: silvibrunn@aol.com

2 separate Documents attached

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

December 27, 2016

Silvia Brunn
2508 Callita Court
Las Vegas, NV 89102-2020

RE: Planning Commission Appeal Confirmation
SUP-67474 [PRJ-67441]

Dear Ms.. Brunn:

The City of Las Vegas has received your request for appeal to the Planning Commission decision on December 13, 2016. The notification fee of $500 for the appeal has been collected and the item is scheduled to be heard at the January 18, 2017 City Council Meeting. You will also receive a postcard confirming this date.

Please contact the City Clerk's office at 702-229-6311 or Planning Department at 702-229-6301 in the event you have any questions.

Sincerely,

LUANN D. HOLMES, MMC
City Clerk

/ac

cc: Planning Department

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 7-1-1
www.lasvegasnevada.gov

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 5, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: THE SILVIA BRUNN FAMILY TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-67474	Staff recommends DENIAL, if approved subject to conditions:	N/A

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 27

NOTICES MAILED 293 (By City Clerk)

APPROVALS 12

PROTESTS 52

RG

**** CONDITIONS ****

SUP-67474 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Bed & Breakfast Inn use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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, as well as submitted as part of any business license application.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed Bed & Breakfast Inn use at 2508 Callita Court.

ISSUES

- A Bed & Breakfast Inn use is permitted in the R-1 (Single Family Residential) zoning district with the approval of a Special Use Permit.
- A Waiver request of Title 19.12 is needed, to allow one guest bedroom where two is the minimum required. Staff recommends denial of this request.

ANALYSIS

The subject property contains a single-family dwelling. The property is in the airport overlay and the proposed use will not affect the overlay. The applicant is requesting to allow one guest bedroom, where two is the minimum required.

A Bed & Breakfast Inn use is permitted in the R-1 (Single Family Residential) zoning district with the approval of a Special Use Permit. Additionally, the following analysis is required:

The Bed & Breakfast Inn use is defined as "A facility wherein overnight accommodations and a morning meal are provided in a dwelling unit to tourists for compensation." The proposed use meets the definition as the applicant will host tourists for compensation to stay at the subject property.

The Minimum Special Use Permit Requirements for this use include:

1. The establishment must have a minimum of two and a maximum of five guest bedrooms.

   The applicant is requesting a waiver to allow one guest bedroom. Staff recommends denial of this request.

2. Required on-site parking for guest bedrooms shall be screened by a 6 foot fence or by dense landscaping.

The site plan submitted provided Italian Cypress trees along the southeast portion of the property to provide screening of the on-site parking.

3. Access to the parcel on which the establishment is located must be by means of a paved street with a right of way width of at least 50 feet.

   The proposed use meets this requirement, as access to the parcel is by Callita Court a paved street with a right of way width that is 50 feet.

4. Cooking facilities for guest rooms are not permitted.

   The proposed use meets this requirement as the establishment will use the cooking facility of the existing single-family dwelling.

5. The Department of Fire and Rescue must inspect and approve the occupancy of an establishment before it may be used as a bed and breakfast inn.

   The proposed use meets this requirement and prior to business license issuance, an inspection by the Department of Fire and Rescue will be conducted.

6. Individual guest occupancy is limited to no more than one month in any 3-month period.

   The proposed use meets this requirement the guest occupancy will be days at a time.

7. No sale or display of merchandise or other commodities may occur in connection with the establishment.

   The proposed use meets this requirement, as no other sale or display of merchandise or other commodities will take place in connection with the proposed use.

8. Private functions such as weddings, receptions, luncheons, parties and similar activities are not permitted, except to the extent such activities represent personal activities of the owner/ resident.

   The proposed use meets this requirement, as the applicant will be hosting between one to three people only and no other activities will be provided at this location.

9. Not more than one on premise sign shall be permitted. With respect to that sign:

    a. The copy may contain only the name and address of the establishment.

    b. The sign may not exceed 3 square feet in size or 4 feet in height.

    c. The sign may be freestanding or may be located on the dwelling itself or on a fence or wall.

    d. Any sign illumination must be exterior to the sign and must be shielded so as not to produce glare upon an adjacent property or a public right of way.

    e. The design materials and colors of the sign must be compatible with the architectural style of the dwelling.

    The proposed use meets requirement, as there is no signage proposed for this proposed use.

The proposed Bed & Breakfast Inn use will not be compatible with the surrounding residential uses due the waiver request to allow for one guest bedroom. In addition, the use will be located within a residential subdivision, within 660 feet of two approved Short-Term Residential Rental uses. While there is no requirement for distance separation for the Bed and Breakfast use, the Short-Term Residential Rental use is very similar and does require separation from other rental uses. The establishment of this commercial use of a single family residence at the proposed location is too intense for the surrounding residential uses. Therefore, staff recommends denial. If this application is approved, it is subject to conditions.

FINDINGS (SUP-67474)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

    The proposed land use cannot be conducted in a manner that is harmonious and compatible with the existing surrounding land uses due to the waiver request to allow one guest bedroom where two is the minimum required.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the type and intensity of land use proposed due to the waiver request to allow one guest bedroom where two is the minimum required.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The facility can be accessed from Callita Court, a local street that is adequate in size to accommodate the proposed Bed & Breakfast Inn use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The approval of the Special Use Permit on this subject property will be subject to condition of approval and business license approval and compliance. The Department of Fire and Rescue must inspect and approve the occupancy of an establishment before it may be used as a bed and breakfast inn.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use does not meet all of the applicable conditions of Title 19.12. The use requires a minimum of two guest bedrooms and the proposed use will provide only one guest bedroom.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/13/16	The Planning Commission voted (4-3) to DENY a request for a Special Use Permit FOR A PROPOSED BED & BREAKFAST INN USE WITH A WAIVER TO ALLOW ONE GUESTROOM WHERE TWO IS THE MINIMUM REQUIRED at 2508 Callita Court (APN 162-05-715-019), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-67441].
12/27/16	The City Clerk received an appeal from the Denial by the Planning Commission for Special Use Permit SUP-67474.
01/18/17	The City Council voted to hold this item in abeyance to the April 5, 2017 City Council meeting at the request of the applicant.

Most Recent Change of Ownership	
02/26/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/12/81	A building permit (#7879-14) was issued for a Single-Family Dwelling at 2508 Callita Court. The permit was finalized on 05/18/81.

Pre-Application Meeting	
10/26/16	A pre-application meeting was conducted with the applicant and discussed the submittal requirements for a Special Use Permit application for the proposed Bed & Breakfast Inn use at 2508 Callita Court.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
11/03/16	A field check by staff observed the single-family residence and noted the site is well maintained.

Details of Application Request	
Site Area	
Net Acres	0.21

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
North	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District	Y or N

Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Callita Court	Local Street	Title 13	60	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	
Bed & Breakfast Inn	One guest room	2 spaces for primary resident, 1 spaces for each guest room	3				
TOTAL SPACES REQUIRED			3		3		Y
Regular and Handicap Spaces Required			3	N/A	3	N/A	Y

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-67474 APN: _____

Name of Property Owner: Silvia Brunn

Name of Applicant: Silvia Brunn

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: N/A

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Silvia Brunn

Print Name: Silvia Brunn

Subscribed and sworn before me

STATE OF NEVADA
County of CLARK

This 28 day of October, 2016

Notary Public in and for said County and State

SUSAN DAVIS
Notary Public State of Nevada
No. 11-6156-1
My Appt. Exp. Nov. 8, 2019

PRJ-67411
10/31/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Silvia Brunn

Project Address (Location) 2508 Callita Ct.

Project Name Silvia's Bed and Breakfast of Las Vegas **Proposed Use**

Assessor's Parcel #(s) 162-05-715-09 **Ward #**

General Plan: existing X proposed **Zoning:** existing proposed

Commercial Square Footage 3063 **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information

PROPERTY OWNER Silvia Brunn **Contact** 702-876-8221

Address 2508 Callita Ct. **Phone:** 702 876-8221 **Fax:** 876-8252

City Las Vegas **State** NV **Zip** 89102

E-mail Address silvibrunn@aol.com

APPLICANT Silvia Brunn **Contact**

Address 2508 Callita Ct. **Phone:** 702 876-8221 **Fax:** 876-8252

City Las Vegas **State** NV **Zip** 89102

E-mail Address Silvibrunn@aol.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Silvia Brunn

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Silvia Brunn

Subscribed and sworn before me STATE OF NEVADA COUNTY OF CLARK

This 28 day of October, 20 16.

Notary Public in and for said County and State

SUSAN DAVIS
Notary Public State of Nevada
No. 11-6156-1
My Appt. Exp. Nov. 8, 2019

FOR DEPARTMENT USE ONLY

Case # SUP-67474
Meeting Date:
Total Fee:
Date Received:*
Received By:

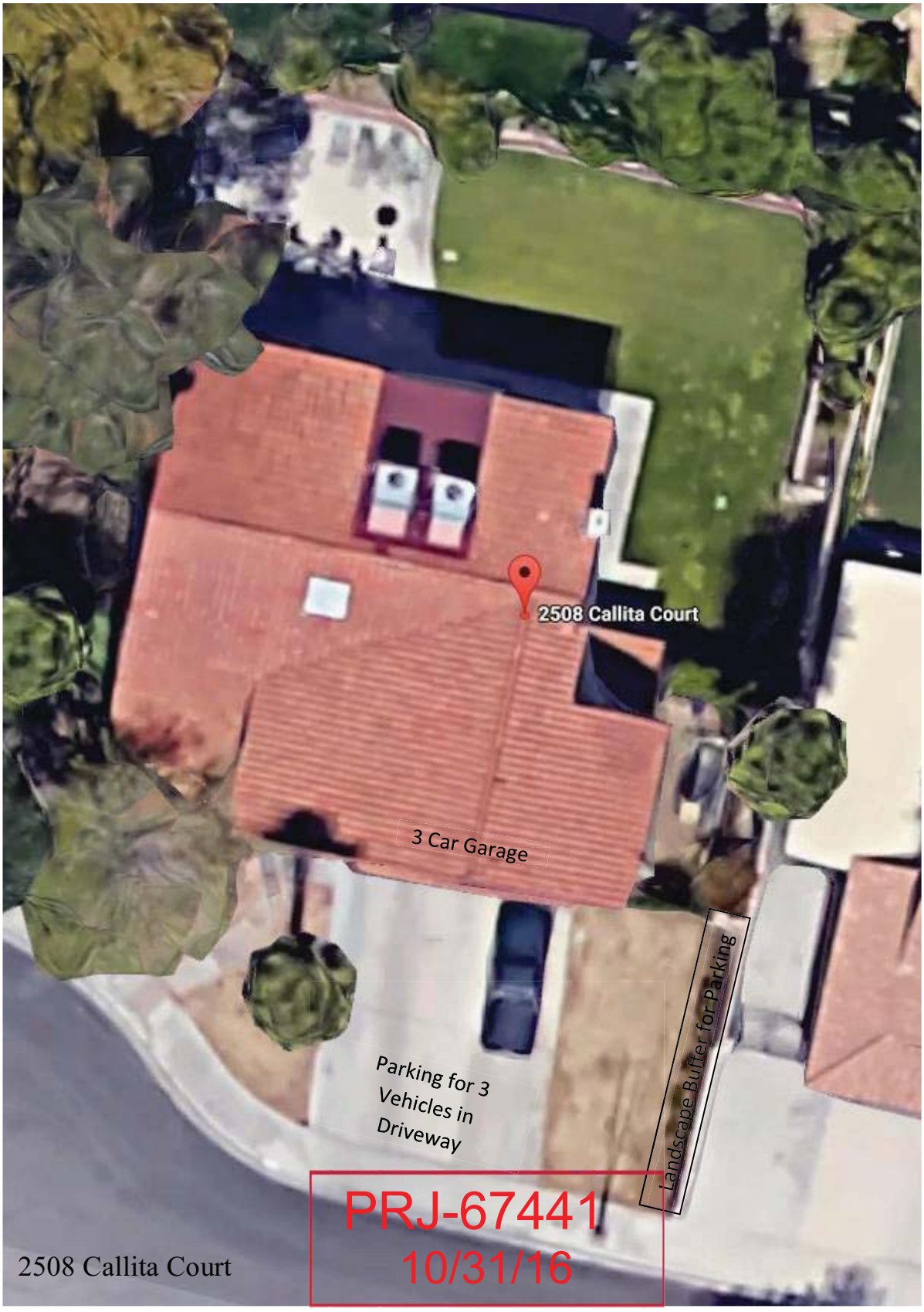
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-67441
10/31/16

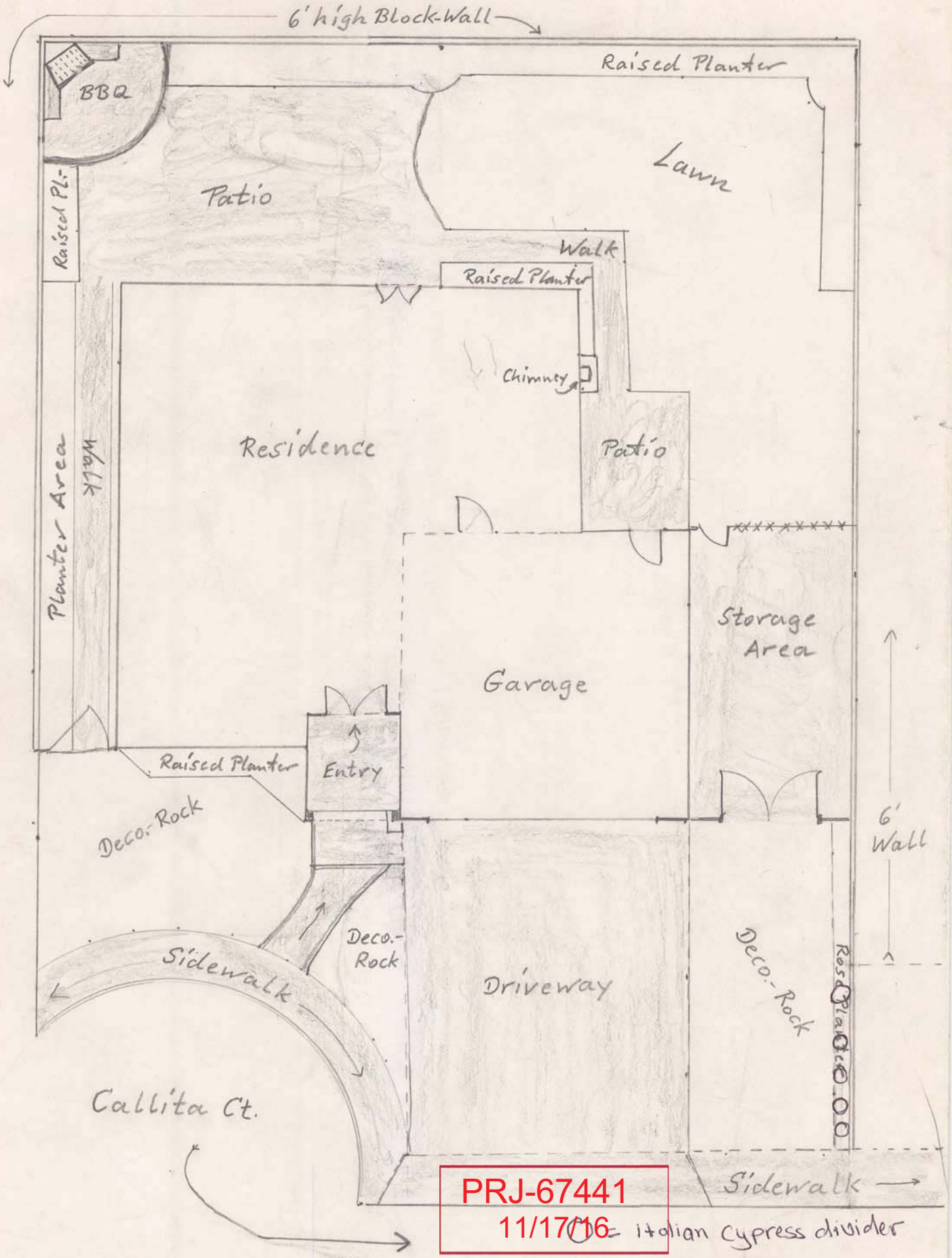
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

SITE PLAN



SUP-67474



PRJ-67441
11/17/16

Brunn Residence
2805 Callita Ct., Las Vegas, N.V.

SUP-67474

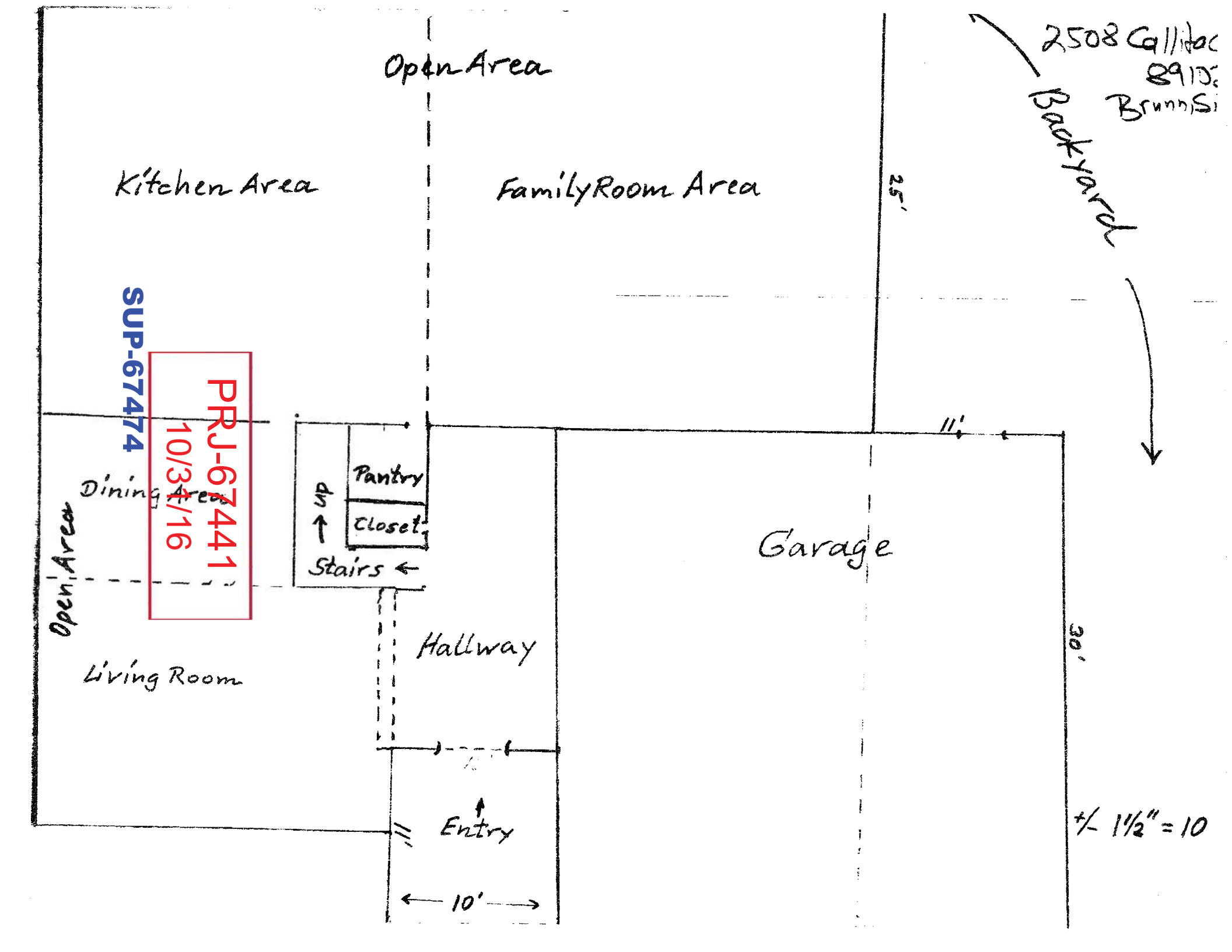
+/- 1" = 10'

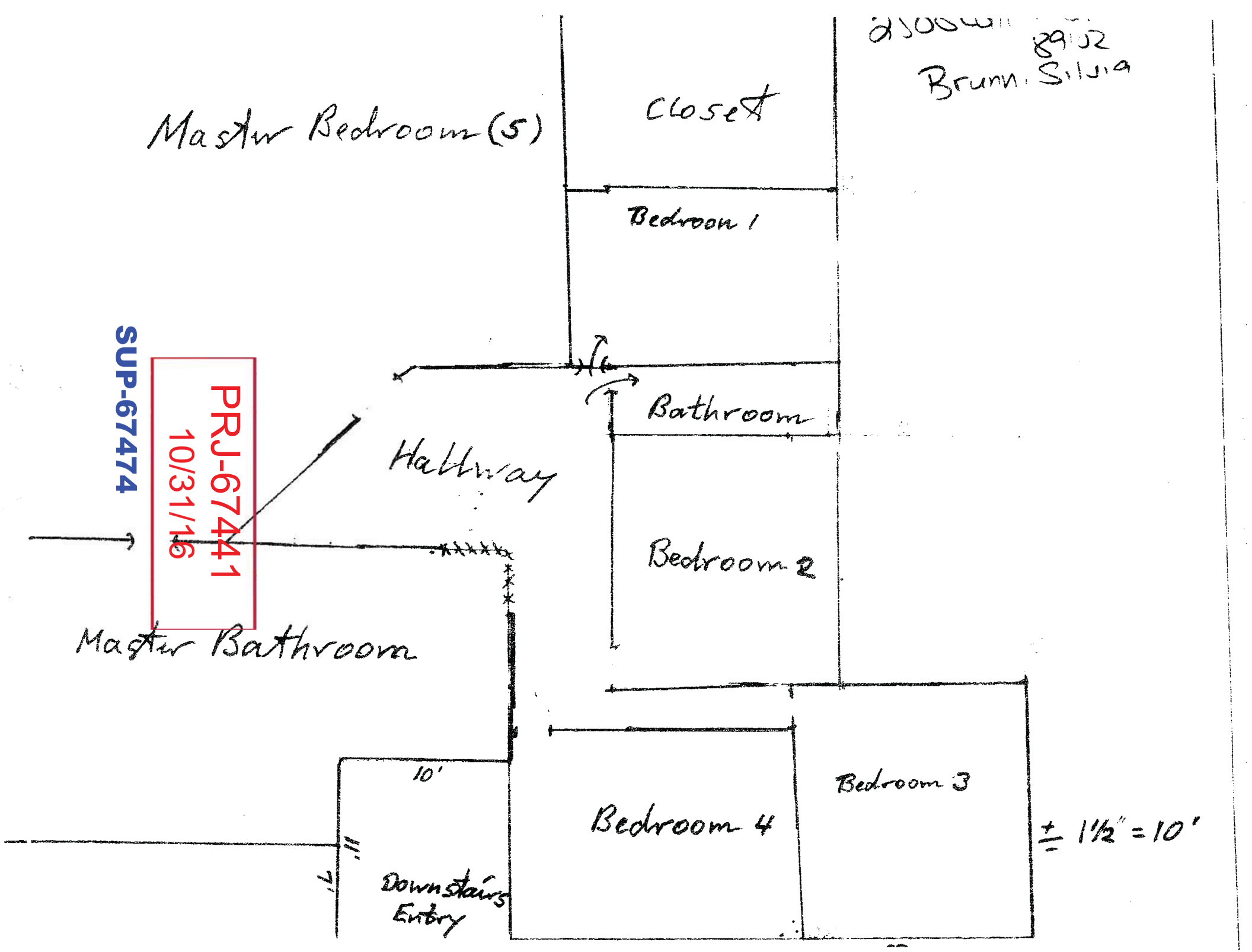


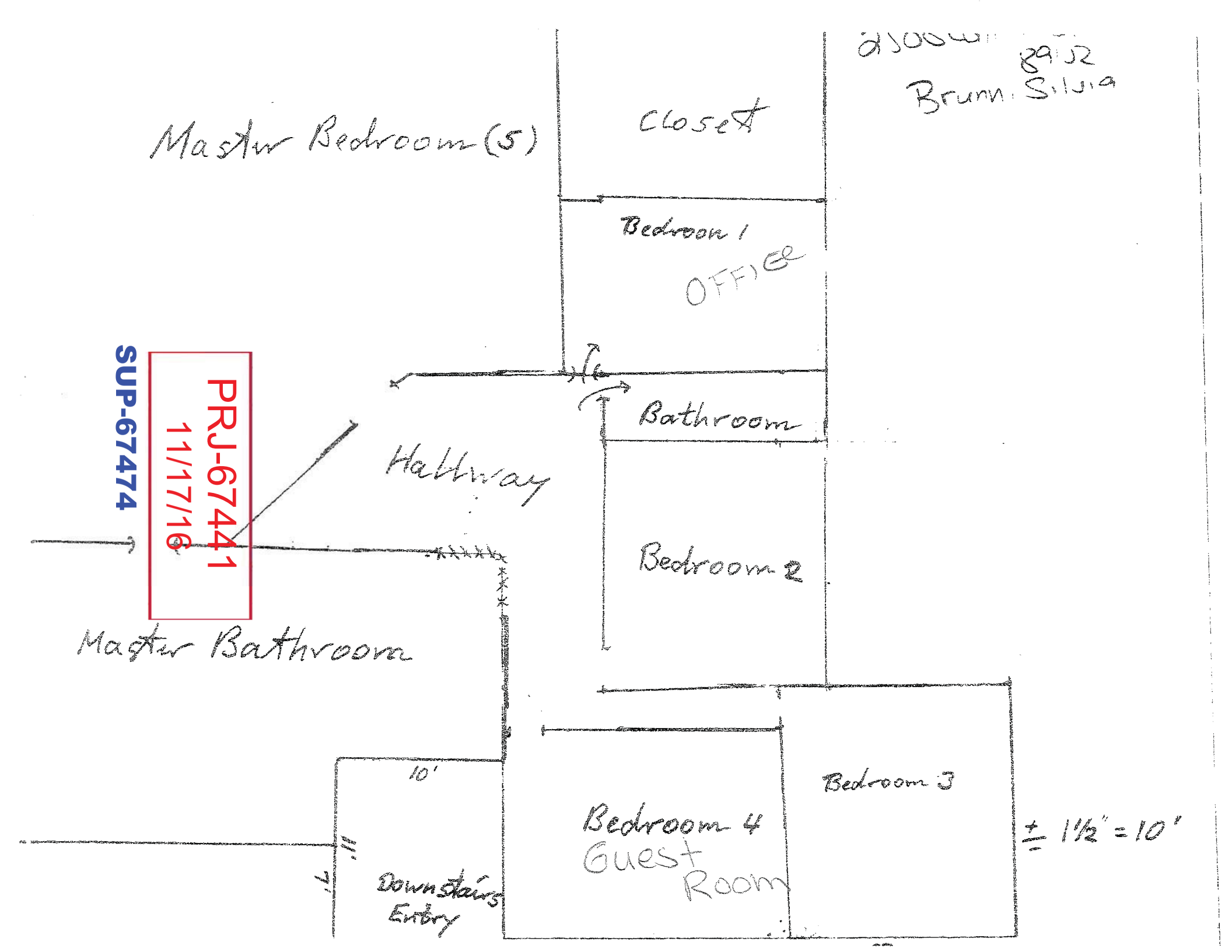
2508 Callita Court

PRJ-67441
10/31/16

SUP-67474


Open Area
2508 Gillette
8915
Brunnsi
Kitchen Area
FamilyRoom Area
25'
Backyard
SUP-67474
PRJ-67441
10/34/16
Pantry
Closet
Stairs
Dining Area
Open Area
Garage
11'
30'
Hallway
Living Room
Entry
10'
+/- 1½" = 10


Master Bedroom (5)
Closet
Bedroom 1
Bathroom
Hallway
Bedroom 2
Master Bathroom
Bedroom 3
Bedroom 4
10'
11'
Downstairs Entry
± 1½" = 10'
SUP-67474
PRJ-67441
10/31/16


Master Bedroom (5)
Closet
Bedroom 1
OFFICE
Bathroom
Hallway
Bedroom 2
Master Bathroom
10'
11'
7'
Down Stairs Entry
Bedroom 4
Guest Room
Bedroom 3
± 1½" = 10"
SUP-67474
PRJ-67441
11/17/16
Brunn. Silvia



SUP-67474 [PRJ-67441] - SPECIAL USE PERMIT - APPLICANT/OWNER: THE SILVIA BRUNN FAMILY TRUST
2508 CALLITA COURT

11/03/2016



SUP-67474 [PRJ-67441] - SPECIAL USE PERMIT - APPLICANT/OWNER: THE SILVIA BRUNN FAMILY TRUST
2508 CALLITA COURT

11/03/2016



SUP-67474 [PRJ-67441] - SPECIAL USE PERMIT - APPLICANT/OWNER: THE SILVIA BRUNN FAMILY TRUST
2508 CALLITA COURT

11/03/2016

October 12, 2016

To: City of Las Vegas Planning Commission

From: Silvia Brunn

Re: Letter of Justification/Special Use Permit for a Residential Bed and Breakfast

To whom it may concern:

The intent of this Letter of Justification is to request a Special Use Permit to operate a Bed and Breakfast at my residence located at 2508 Callita Ct. Las Vegas, Nevada 89102. As a 47 year resident of Las Vegas I have lived at this address for over 20 years and truly have enjoyed this neighborhood ! I was born and raised in Berlin, Germany and through the years have hosted company from all over Europe, including the Mayor's Cup Youth Soccer Tournament participants, Musicians that were visiting our German-American Club here in Las Vegas, (where I have been a member for 36 years), and of course, plenty of family and friends !

PRJ-67441
10/31/16

SUP-67474

I did this strictly for my personal enjoyment, asking nothing in return. Everyone enjoyed staying with me because they felt very comfortable, and being at a residence gave them a much different perspective of Las Vegas, and after spending time on the Strip and sightseeing, they were happy to come to a familiar place! My daughter suggested many years ago that I should do this as a small business, and open my house as a place to stay for people who visit Las Vegas. I would be comfortable with 1-3 people whenever I would get a request. Since I am very involved in the German Community here, I believe that my guests would be mostly private referrals. I speak fluent English, German, and enough Spanish (after 6 semesters at CSN), to keep a conversation and answer questions. I will be complying with the requested requirements, but would like to ask for a Waiver regarding the 6 foot fence for parking. None of the homes in this neighborhood have fences in the front yard and it would look out of place. Please consider me for this Special Use Permit, since this would not be a Short Term Rental, but a place where the owner is on site

PRJ-67441
10/31/16

SUP-67474

to watch over the property. I am excited about this opportunity, since hosting guests is something that I enjoy very much, and now is the perfect time in my life to give this a try.

Please consider my application, I am looking forward to hearing from you.

With best regards

Silvia Brunn

2508 Callita Ct.Las Vegas Nv 89102

Tel: (702) 876-8221 Fax: (702) 876-8252

Mobile: (702 772-1517

Email: silvibrunn@aol.com

Onsite Photo and Floor Plan Drawing attached

PRJ-67441
10/31/16

SUP-67474

RECEIVED
CITY CLERK

2017 JAN 17 P 2:22

January 17th, 2017

To

The Las Vegas City Council Att: City Clerk's Desk

Re: Special Use Permit # 67474

From

Silvia Brunn

2508 Callita Ct. Las Vegas Nevada 89102

To whom it may concern :

Please abey my appointment with the City Council for tomorrow, January 18th, 2017 and reschedule me for the first Council Meeting in April.

Thank you,

Silvia Brunn

Tel: 702-876-8221 Fax: 702-876-8252

Text: 702-772-1517

Submitted after final agenda

Date 1/17/17 Item 69

January 9, 2017

To Whom It May Concern:

My wife and I (Amy Elsinger and Robert Elsinger), residing at 2512 Fulano Way, strenuously oppose the request for a special use permit for a bed and breakfast.

Short term rentals and bed/breakfast type rentals are ruining the neighborhood. We oppose.

Sincerely,
Robert Elsinger

RECEIVED
CITY CLERK
2017 JAN 10 P 12:00

001

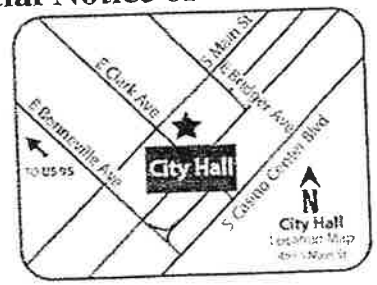
RECEIVED
CITY CLERK
2017 JAN -9 A 7:49

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Submitted after final agenda
Date 1/9/17 Item 69

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474
City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205815006
CORBO LAWRENCE J
2221 DE OSMA ST
LAS VEGAS NV 89102-2099

01/07/2017 16:54 FAX

89 LADGNP1 89102

p.1
702-873-1290
Bob Monroe
Jan 09 17 10:17a

RECEIVED
CITY CLERK
2017 JAN -9 A 9:38

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205712029
MONROE ROBERT L & ANN T
2305 ZAFRA CT
LAS VEGAS NV 89102-6119

89 LADCNP1 89102

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
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for Alternative 2nd time -
No No No

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474

16205812007
PEARSON ROBERT & KATHLEEN
2725 MIRAFLORES AVE
LAS VEGAS NV 89102-4260

89 LRDGNP1 89102

PAGE 01/01
LVICC
7025155310
01/09/2017 14:35

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67447

City Council Meeting of **January 18, 2017**

Case: SUP-67447

13822710016
MORAN SHAUNA M
1924 LEANING PINE WY
LAS VEGAS NV 89128-3173

123 LRDCNP1 89128

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Office Of The City Clerk
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

89 LRDGNPI 89102

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I PREVIOUSLY OPPOSED THIS REQUEST S REPEAT MY OPPOSITION, AS THIS AREA IS INTENDE AS SINGLE-FAMILY

Case: SUP-67474

16205712002
SMITH PETER LIVING TRUST
SMITH PETER T TRS
2504 LA SOLANA WY
LAS VEGAS NV 89102-2036

Jan 09 17 04:44p PETER SMITH 7028711500 p.1

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I STRONGLY OPPOSE THIS APPLICATION.
C KLAIN
7 JAN. 17

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205712028
KLAIN FAMILY TRUST
KLAIN ELLIOTT H & ELAINE C TRS
2309 ZAFRA CT
LAS VEGAS NV 89102-6119

89 LRDCNP1 89102

Submitted after final agenda

Date 1/10/17 Item 69

City Jan. 9. 2017 5:36PM No. 3781 P. 1/1

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474

16205711010
HORVATH ZOLTAN T & KLARA
2712 BAYO CT
LAS VEGAS NV 89102-2018

89 LRDCNP1 89102

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474

16205812031
MAIXNER PAULA J
2709 SIDONIA AVE
LAS VEGAS NV 89102-4262

89 LRDCNP1 89102

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474

16205714012
DADOURIAN 1991 TRUST
DADOURIAN BERGE J & LUCIA A TRS
1901 REALEZA CT
LAS VEGAS NV 89102-2062

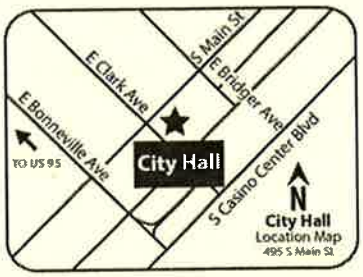
NV 890 89102

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205712008
MCKELLAR FAMILY TRUST
MCKELLAR PAUL S & CYNTHIA E TRS
1712 ADRA CT
LAS VEGAS NV 89102-2019

89 LRDGNP1 89102

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205714002
FERRIS FAMILY TRUST
FERRIS HARRY C & FLORENCE M TRS
2705 FULANO WY
LAS VEGAS NV 89102-2009

89 LRDGNP1 89102

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Office Of The City Clerk
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I do not want any short term rentals (Bed + BKfast) in this family neighborhood to avoid:
1. increased traffic
2. excess parking
3. further noise
4. Vandalism + theft
5. terrible precedent

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request STRONGLY

Please use available blank space on card for your comments.

SUP-67474
City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205714004
SCHAFFER M PERSONAL RESIDENCE
1912 REALEZA CT
LAS VEGAS NV 89102-2061

89 LRDGNP1 89102

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474
City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205715005
ELI & DUSTY TRUST
2512 FULANO WAY
LAS VEGAS NV 89102-2033

89 LRDGNP1 89102

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2017 JAN 11 A 6:58

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474

16205711033
PETTIS RONALD D
1717 RAMBLA CT
LAS VEGAS NV 89102-6103

89 LRDCNP1 89102

Submitted after final agenda

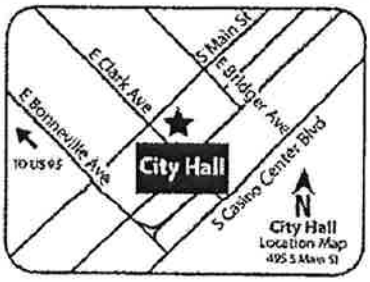
Date 1/11/17 Item 89

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We do not want this in our neighborhood. We're already dealing with a party house. Many neighbors are upset about it.

Thank you

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: SUP-67474

16205715028
ARNOLD RONALD & STACEY
10637 BIG CANOE
BIG CANOE GA 30143-5131

SUP-67474
City Council Meeting of **January 18, 2017**

2 LADGNP1 30143

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205715013
PETTENGILL ARTHUR J
JORDAN CAROLINE M
1905 CALANDA CT
LAS VEGAS NV 89102-2093

89 LRDGNP1 89102

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Please do not open this. Thx.
Don't in this in our area. We have enough issues with crime and new people in the area without adding this larger. Thank you. Denise McConnell

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205813008
MCCONNELL LIVING TRUST
MCCONNELL DENISE L TRS
P O BOX 15221
LAS VEGAS NV 89114

97 LRDGNP1 89114

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474
City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205813005
THORNTON FAMILY TRUST 1989
THORNTON DAVID B III & MARY TRS
2101 DE OSMA ST
LAS VEGAS NV 89102-2098

89 LADGNP1 89102

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Why do we have to say NO!!! Repeatedly

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474
City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205712038
THORNTON DAVID B IV & SUSAN E L
2405 LA SOLANA WY
LAS VEGAS NV 89102-6115

89 LADGNP1 89102

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474
City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205712031
DELTERZO JULIUS R
2300 ZAFRA CT
LAS VEGAS NV 89102

89 LRDGNP1 89102

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474
City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205712001
CAMPBELL CAROL ANNE
2500 LA SOLANA WY
LAS VEGAS NV 89102-2036

89 LRDGNP1 89102

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.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205714011
EDDINS JOE & VIVIAN FAMILY TRUST
EDDINS JOSEPH C & VIVIAN TRS
1905 REALEZA CT
LAS VEGAS NV 89102-2062

89 LRDGNP1 89102

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205716006
JOHNSEN BARBARA J
2404 EL CORTEZ AVE
LAS VEGAS NV 89102-6101

89 LRDGNP1 89102

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NO TO BED AND BREAKFASTS IN THE NEIGHBORHOOD



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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474
City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205712012
MACKAY DONALD R & JANET FAM TR
MACKAY DONALD R & JANET C TRS
1728 ADRA CT
LAS VEGAS NV 89102-2019

89 LRDGNP1 89102

City of Las Vegas
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Las Vegas, Nevada 89101

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2017 JAN 12 A 11:54

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474

16205715016
RODRIGUEZ FABIO & MARTHA
2505 FULANO WY
LAS VEGAS NV 89102-2034

89 LRDGNP1 89102

Submitted after final agenda

Date 1/12/17 Item 69

City of Las Vegas
Office Of The City Clerk
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This is an owner-occupied room rental

Return Service Requested
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This is good for our neighborhood Please approve!

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474
City Council Meeting of **January 18, 2017**

Case: SUP-67474

16205715022
SHOGREN JON L
GIBSON CHRISTINA A
2513 CALLITA CT
LAS VEGAS NV 89102-2094

Submitted after final agenda

Date 1/12/17 Item 69

City of Las Vegas
Office Of The City Clerk
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

89 LRDGNP1 89102

Case: SUP-67474
16205716014
WATCHMAN FAMILY TRUST
VIRKLER JARRETT J & AMBER A TRS
1920 DE OSMA ST
LAS VEGAS NV 89102-2024

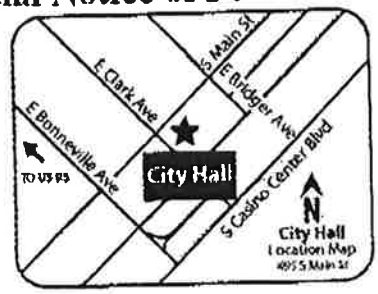
Submitted after final agenda

Date 1/17/17 Item 69

ity of Las Vegas
)ffice Of The City Clerk
95 South Main Street, 2nd Floor
.as Vegas, Nevada 89101

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474
City Council Meeting of **January 18, 2017**

89 LRDCNP1 89102

Case: SUP-67474
16205711011
DEMASI DOUGLAS L & HEATHER L
2716 BAYO CT
LAS VEGAS NV 89102-2018

Submitted after final agenda

Date 1/18/17 **Item** 69

The Law Offices of
RICHARD J. ROSIAK & ASSOCIATES
8137 3rd Street • 1st Floor • Downey, California 90241
Telephone: (562) 622-6000 • Telecopier: (562) 622-6001
Email: Attorneyrosiak@gmail.com • www.lawofficesofrichardrosiak.com

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2017 JAN 18 A 11:31

January 9, 2017

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Fl.
Las Vegas, NV. 89101

RE: 2508 Callita CT-89102
APN 162-05-715-019

To City Council:

I am opposed to the Special Use Permit. There are already 2/3 others in the neighborhood pulling these. The subdivision is ungated and we do not need strange vehicles in the neighborhood.

Sincerely,
The Law Offices of Richard J. Rosiak & Associates

RICHARD J. ROSIAK
RJR:mv

Enclosure

Submitted after final agenda

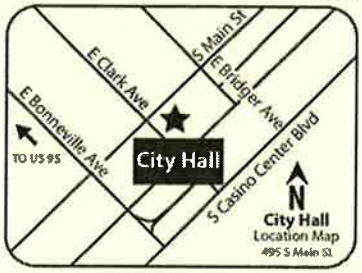
Date 1/18/17 Item 69

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.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474
16205715026
R J R P FAMILY TRUST
ROSIAK RICHARD J TRS
9920 WILEY BURKE AVE
DOWNEY CA 90240

90 LRDGNP1 90240

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474

16205715030
R J R P FAMILY TRUST
ROSIAK RICHARD J TRS
9920 WILEY BURKE AVE
DOWNEY CA 90240

90 LRDGNP1 90240

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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SUP-67474

City Council Meeting of **January 18, 2017**

Case: SUP-67474

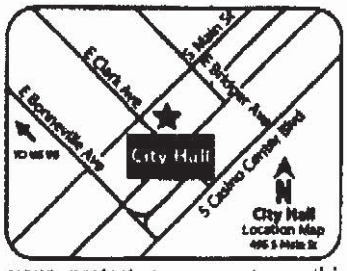
16205715029
R J R P FAMILY TRUST
ROSIAK RICHARD J TRS
9920 WILEY BURKE AVE
DOWNEY CA 90240

90 LRDGNP1 90240

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.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

89 JRDCNP1 89102

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City of Las Vegas
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No - Your Crazy!!

No

Case: SUP-67474

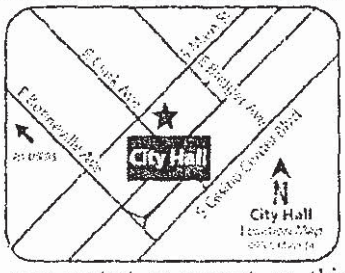
16205812007
PEARSON ROBERT & KATHLEEN
2725 MIRAFLORES AVE
LAS VEGAS NV 89102-4260

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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.

SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

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City of Las Vegas
Dept. of Planning

Case: SUP-67474

16205815006
CORBO LAWRENCE J
2221 DE OSMA ST
LAS VEGAS NV 89102-2099

89 JRDCNP1 89102

001

60 P

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, December 6, 2016 4:58 PM
To: Planning Comments
Subject: Planning Application Comments Form

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City of Las Vegas
Dept. of Planning

Formstack Submission for form Planning Application Comments Form

Submitted at 12/06/16 4:58 PM

Planning Application Number:	Sup-67474
Position:	I Oppose
Name:	John Joseph
Residential or Business Address:	2304 zafra ct Las Vegas, NV 89102

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Formstack, LLC
8604 Allisonville Rd.
Suite 300
Indianapolis, IN 46250

Submitted after final agenda
Date 12/6/16 Item LOOP

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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.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

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City of Las Vegas
Dept. of Planning

Case: SUP-67474

16205715028
ARNOLD-RONALD & STACEY
10637 BIG CANOE
BIG CANOE GA 30143-5131

2 JRDCNP1 30143

Dec 13 16 10:53a Ron Arnold 706 579 1853 p.1

Submitted after final agenda

Date 12/13/16 LOOP

City of Las Vegas
Department of Planning
Development Services Center
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

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Case: SUP-67474

16205714008
BUCHANAN D & KOFKIN 1990 LIV TR
BUCHANAN DONALD E TRS
1917 REALEZA CT
LAS VEGAS NV 89102-2062

LOP

12/13/2016 2:51:34 7028739984 BUCHANAN PAGE 01/01

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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.

SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

Case: SUP-67474
16205813027
WINIARZ PAULINE H
2517 SIDONIA AVE
LAS VEGAS NV 89102-4310

89 JRDGNP1 89102

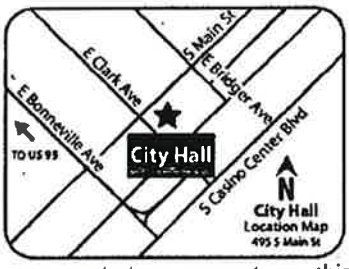
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

89 JRDGNP1 89102

Case: SUP-67474
16205712001
CAMPBELL CAROL ANNE
2500 LA SOLANA WY
LAS VEGAS NV 89102-2036

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City of Las Vegas
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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.

SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

We are opposed to using our neighborhood to support Bed + Breakfasts, VRBO and AirB+B —

Case: SUP-67474
16205712012
MACKAY DONALD R & JANET FAM TR
MACKAY DONALD R & JANET C TRS
1728 ADRA CT
LAS VEGAS NV 89102-2019

89 JRDGMP1 89102

LOOP

City of Las Vegas
Department of Planning
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

89 JRDCNP1 89102

Case: SUP-67474

16205715016
RODRIGUEZ FABIO & MARTHA
2505 FULANO WY
LAS VEGAS NV 89102-2034

LOP

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.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

Case: SUP-67474

16205711011
DEMASI DOUGLAS L & HEATHER L
2716 BAYO CT
LAS VEGAS NV 89102-2018

89 JRDCNP1 89102

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

89 JRDCNP1 89102

TO WHOM IT MAY CONCERN,
I OPPOSE THIS REQUEST DEC. THIS IS A SINGLE FAMILY RESIDENTIAL ZONE AND THIS PROJECT WILL ATTRACT PEOPLE/ STRANGERS TO THE NEIGHBORHOOD WHICH MAY CAUSE PROBLEMS DOWN THE ROAD. IT MAY ALSO CAUSE TRAFFIC.

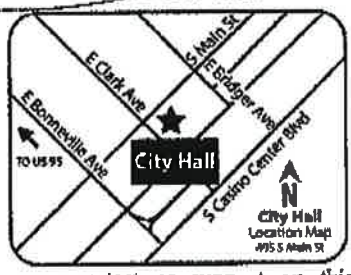
Case: SUP-67474
16205712018
NELSON BRADFORD J & ELIZABETH G
2509 LA SOLANA WY
LAS VEGAS NV 89102-2038

LOP

City of Las Vegas
Department of Planning
Development Services Center
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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.

SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

Case: SUP-67474
16205714012
DADOURIAN 1991 TRUST
DADOURIAN BERGE J & LUCIA A TRS
1901 REALEZA CT
LAS VEGAS NV 89102-2062

89 JRDCNF1 89102

lop

Dec 10 16 10:00a PETER SMITH 7028711500 p.1

City of Las Vegas
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Development Services Center
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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.

I OPPOSE AS THIS REQUEST (AND, OTHER SIMILAR REQUESTS) ERODE THE SINGLE-FAMILY NEIGHBORHOOD, INVITING MORE TRAFFIC AND TRANSIENT OCCUPANTS.

SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

Case: SUP-67474
16205712002
SMITH PETER LIVING TRUST
SMITH PETER T TRS
2504 LA SOLANA WY
LAS VEGAS NV 89102-2036

89 JRDCMP1 89102

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

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Case: SUP-67474

16205711010
HORVATH ZOLTAN T & KLARA
2712 BAYO CT
LAS VEGAS NV 89102-2018

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

89 JRDCNP1 89102

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

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It is another attempt at short term rentals in a well-established peaceful residential neighborhood. This neighborhood should be for residents only or long-term leases.

Diane Conant

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City of Las Vegas

☐ I SUPPORT this Request
☒ I OPPOSE this Request

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SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

Case: SUP-67474
16205712017
CONANT DIANE REVOCABLE FAMILY TR
CONANT DIANE S TRS
8010 W SAHARA AVE #220
LAS VEGAS NV 89117

HOME 2513 LA SOLANA WAY
LAS VEGAS, NV 89102

111 JRDGNP1 89117

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

89 JRDCNP1 89102

Case: SUP-67474
16205712028
KLAIN FAMILY TRUST
KLAIN ELLIOTT H & ELAINE C TRS
2309 ZAFRA CT
LAS VEGAS NV 89102-6119

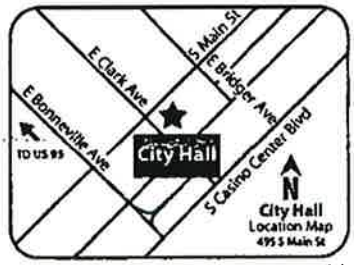
LOP

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

① Residential Family community
② Commercialization not appropriate
③ Oppose extra parking space, traffic, and noise
④ Dangerous Precedent for area

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Las Vegas, NV
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☐ I SUPPORT this Request ☒ I OPPOSE this Request (STRONGLY)

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

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Dept of Planning
City of Las Vegas

Case: SUP-67474
16205714004
SCHAFFER M PERSONAL RESIDENCE
1912 REALEZA CT
LAS VEGAS NV 89102-2061

89 JRDGNP1 89102

60P

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.

SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

Case: SUP-67474

16205712031
DELTERZO JULIUS R
2300 ZAFRA CT
LAS VEGAS NV 89102

89 JRDGNP1 89102

60 P

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Development Services Center
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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.

SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

Case: SUP-67474
16205714011
EDDINS JOE & VIVIAN FAMILY TRUST
EDDINS JOSEPH C & VIVIAN TRS
1905 REALEZA CT
LAS VEGAS NV 89102-2062

89 JRDGNP1 89102

60 P

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.
SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

Case: SUP-67474
16205714002
FERRIS FAMILY TRUST
FERRIS HARRY C & FLORENCE M TRS
2705 FULANO WY
LAS VEGAS NV 89102-2009

89 JRDCNP1 89102

LOP

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.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

89 JRDGNP1 89102

Case: SUP-67474
16205716014
WATCHMAN FAMILY TRUST
VIRKLER JARRETT J & AMBER A TRS
1920 DE OSMA ST
LAS VEGAS NV 89102-2024

LOP

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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Case: SUP-67474

16205711033
PETTIS RONALD D
1717 RAMBLA CT
LAS VEGAS NV 89102-6103

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

89 JRDGNP1 89102

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

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Case: SUP-67474

16205812031
MAIXNER PAULA J
2709 SIDONIA AVE
LAS VEGAS NV 89102-4262

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

09 JP6CMP1 89102

LOP

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7023645668

Dec 06 16 03:07p Ray Gregory

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.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

Case: SUP-67474

16205715025
GREGORY MARIA GABRIELA & RAY
2501 CALLITA CT
LAS VEGAS NV 89102-2094

89 JRDGMF1 89102

LOA

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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

Silvia is a great neighbor. She will make sure everything is done right and improve our community with this venture

Case: SUP-67474

16205715022
SHOGREN JON L
GIBSON CHRISTINA A
2513 CALLITA CT
LAS VEGAS NV 89102-2094

Jon + Christina

89 JRDGNP1 89102

60A

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

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Official Notice of Public Hearing



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DEC 12 2016

City of Las Vegas
Dept. of Planning

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Case: SUP-67474

16205715021
SNAVELY JOHN & HENRIETTA
1335 N SCENIC DR
PORTERVILLE CA 93257-1215

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]

Planning Commission Meeting of 12/13/2016

120 JRDCNP1 93257

LOA

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

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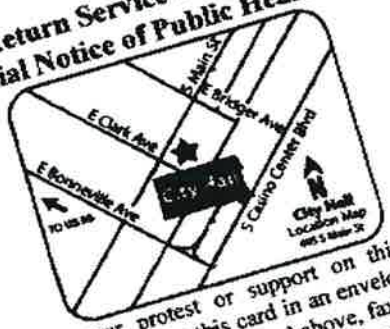
I previously faxed in a wrong card. This is the right one.

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City of Las Vegas
Dept. of Planning

Case: SUP-67474

16205715019
BRUNN SILVIA FAMILY TRUST
BRUNN SILVIA TRS
2508 CALLITA CT
LAS VEGAS NV 89102-2020

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request
☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

89 JRDGNP1 89102

LOA

The Law Offices of
RICHARD J. ROSIAK & ASSOCIATES
8137 3rd Street • 1st Floor • Downey, California 90241
Telephone: (562) 622-6000 • Telecopier: (562) 622-6001
Email: Attorneyrosiak@gmail.com • www.lawofficesofrichardrosiak.com

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DEC 19 2016
City of Las Vegas
Dept. of Planning

December 6, 2016

City of Las Vegas
Department of Planning
333 North Rancho Drive, 3rd Fl.
Las Vegas, NV. 89106

RE: Application For
2508 Callita Court, Las Vegas, NV. 89102

To Planning Department:

I am opposed to this Application. This is a quiet residential area and 3/4 have and or currently operate these sort of things in the neighborhood. All sorts of vehicles now appear, liquor bottles are thrown on curbs etc. Enclosed is the return application.

Sincerely,
The Law Offices of Richard J. Rosiak & Associates

RICHARD J. ROSIAK
RJR:mv

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-67474 [PRJ-67441]
Planning Commission Meeting of 12/13/2016

Case: SUP-67474
16205715029
R J R P FAMILY TRUST
ROSIAK RICHARD J TRS
9920 WILEY BURKE AVE
DOWNEY CA 90240

90 JRDGNP1 90240

SUP-071474

(This is a letter that I submitted to "Next Door" neighborhood website, and hand delivered to my immediate neighbors, a Letter of Justification is already on File)

Dear Neighbors,

first of all I would like to wish all of you a joyous Thanksgiving ! My name is Silvia Brunn and I am a 47 year resident of Las Vegas and a 20 year resident of Rancho Bonito. Over the years I have hosted people from all over the United States and Europe at my house and always have enjoyed my visitors, including friends, youth that were partaking in international sports events here in Las Vegas, and guests that were here for special events at the German-American Club, where I have been a member and trustee for 37 years. I always hosted these guests at absolutely no charge .

Through these visitors I have gotten requests for other people to stay with me since everyone found it so enjoyable to stay here, seeing the sights and coming home to a familiar place that they would gladly pay to stay at my house. I have given that some thought over the years and now have decided to give it a try.

Since this undertaking requires a license, I applied for a Special Use Permit with the City of Las Vegas. You will be receiving an opinion card in the mail in the next few days.

Since this is not a short term rental situation, but a owner on site one, and would only take place occasionally, I would like to ask you to allow me to give this a try. As far as I can see, this would not make any changes to the way I live here now. If at any point this would create a problem with my neighbors I would immediately make necessary changes, as I love this neighborhood as much as you do.

Thank you for your time,

Silvia Brunn

2508 Callita Ct.

SUP-67474

December 12th, 2016

Re: City of Las Vegas Planning Commission Meeting

Tuesday, December 13th, 6:00 pm

Special Use Permit Application SUP 67474

Property Owner : Silvia Brunn 2508 Callita Ct. 89102

In keeping with the letter that Silvia Brunn submitted to the City of Las Vegas, we, her immediate neighbors, are in agreement with the Permit and Waiver to be granted .

	Print Name	Signature	Address
1	Jack Proud		2509 Callita Ct
2	Ray Gregory		2501 Callita Ct
3	Michael Buckley		2512 Callita
4	CHRISTINA GIBSON		2513 Callita
5	John Snavely		2516 Callita Ct
	[illegible]		2516 Callita Ct
6	[illegible]	MICHAEL Martin	5R 2504 Callita Ct
7	Adam Clarkson		2505 Callita Ct

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-68717 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: ELITE MEDIA, INC. - OWNER: WMC V PHASE 2 SPE, LLC - For possible action on a request for a Review of Condition of an approved Required Review (RQR-58974) TO REMOVE CONDITION #4 WHICH STATES, "IF THE EXISTING OFF-PREMISE SIGNS ARE VOLUNTARILY DEMOLISHED, THIS REZONING SHALL BE EXPUNGED AND A NEW OFF-PREMISE SIGN SHALL NOT BE PERMITTED IN THE SAME LOCATION UNLESS A SPECIAL USE PERMIT IS APPROVED FOR THE NEW STRUCTURE BY THE CITY COUNCIL." on property bounded by US-95, Interstate 15 and Grand Central Parkway (APNs 139-33-511-004 and 011; 139-33-610-014; and 139-27-410-005), PD (Planned Development) Zone, Ward 5 (Barlow) [PRJ-68703]. Staff recommends APPROVAL.

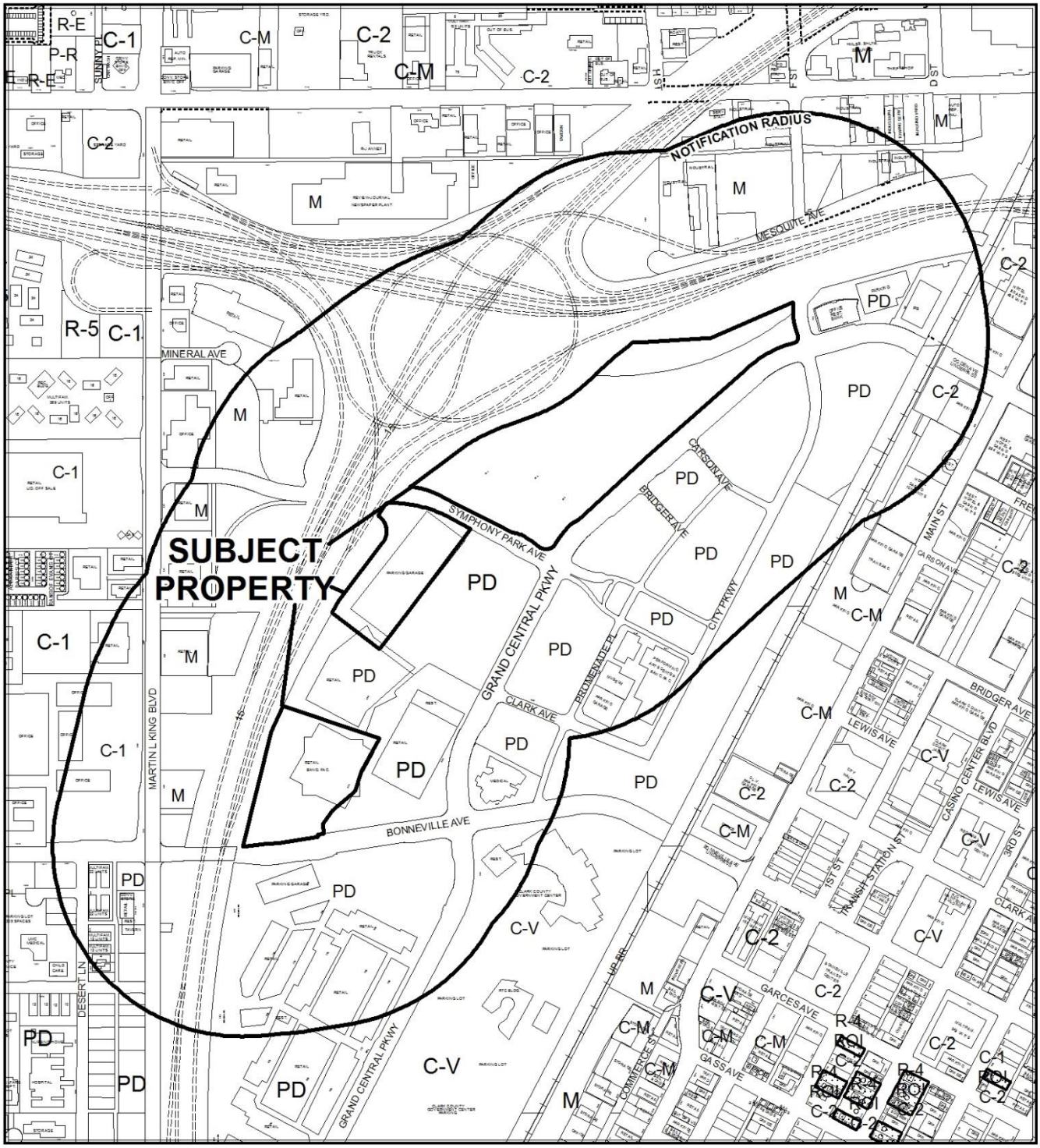
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**2**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

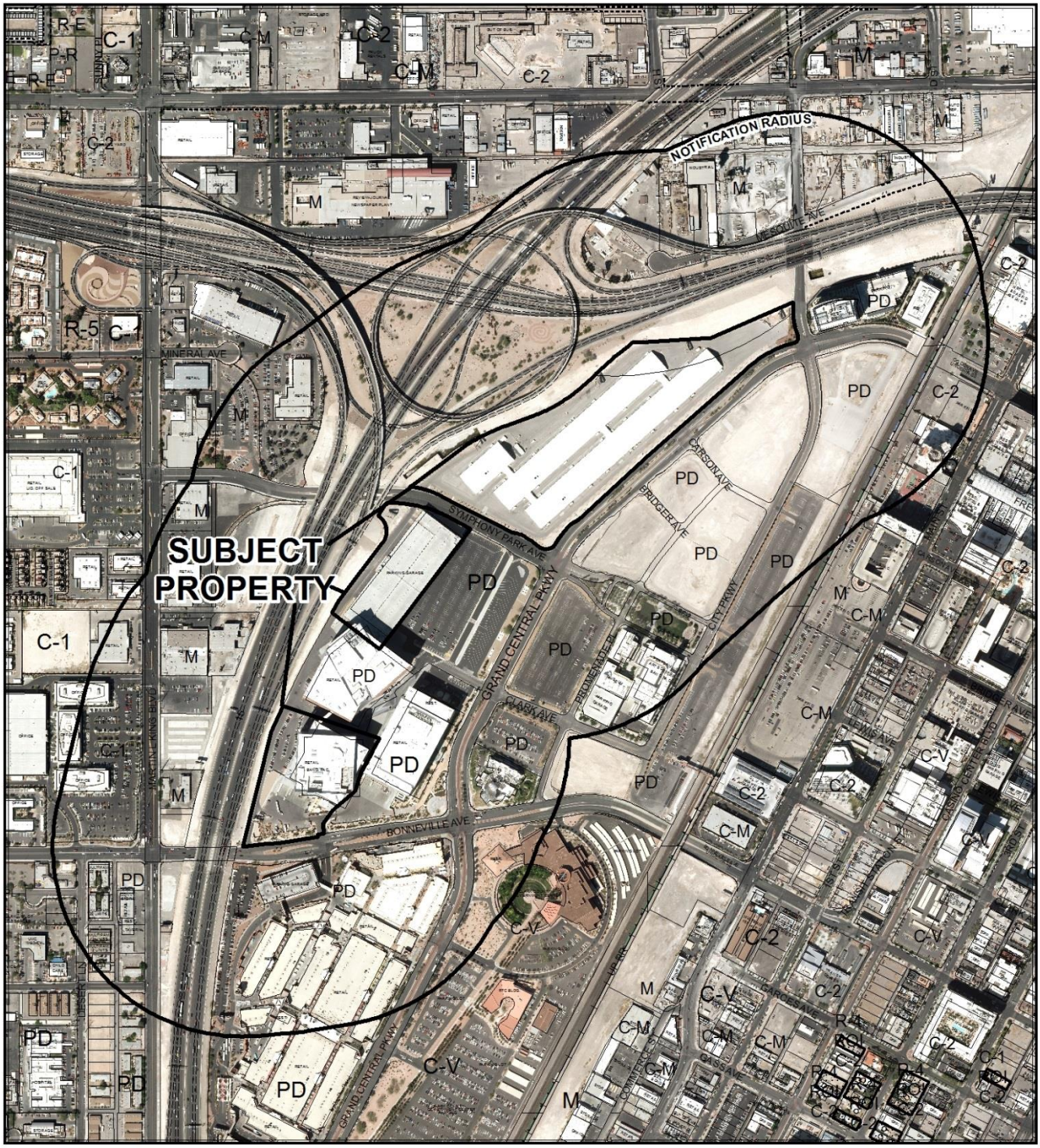
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - RQR-58974
6. Justification Letters
7. Condition Confirmation Documentation
8. Support Postcards



CASE: **ROC-68717**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



0 550 1,100 Feet

CASE: **ROC-68717**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 5, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: ELITE MEDIA, INC. - OWNER: WMC V PHASE 2 SPE, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
ROC-68717	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 98 (By Planning)

APPROVALS 2

PROTESTS 0

**** CONDITIONS ****

ROC-68717 CONDITIONS

Planning

1. Condition Number Four (4) of Required Review (RQR-58974) shall be deleted.

2. Conformance to the conditions of approval of Rezoning (Z-0100-97) and all other site related actions as required by the Department of Planning and Department of Public Works.

NE

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Review of Condition of Condition Number Four (4) of Required Review (RQR-58974) approved on September 16, 2015 by the City Council.

ISSUES

- Condition Number Four (4) of Required Review (RQR-58974) states, "If the existing Off-Premise Signs are voluntarily demolished, this Rezoning shall be expunged and a new Off-Premise Signs shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council."

ANALYSIS

On November 23, 1998 the City Council approved a request for a Rezoning (Z-0100-97) of property located along the east side of Interstate 15 between Charleston Boulevard and Interstate 95 (Union Pacific Property) from M (Industrial) to PD (Planned Development). Condition Number Three (3) stated, "*New Off-Premise signs (billboards) shall not be a permitted use on the property, however the pre-existing Off-Premise Signs (billboards) on the property shall be allowed to be relocated and remain on-site subject to a two-year review*."

The two Off-Premise Signs that are the subject of this Review of Condition are two of the original 13 Off-Premise Signs allowed to be relocated and remain on-site with the approval of Rezoning (Z-0100-97). On June 14, 1999 the City Council approved a request for Development Standards and Master Plan Review of Lot 1 of the Parkway Center Planned Development in which Condition Number 3E stated, "*Item 3.5.3 shall be added and shall read: 'Existing interim billboards located upon any parcel within Parkway Center shall be addressed with each submission of a Site Development Plan Review rather than requiring their immediate removal*.'" Today, six of the original 13 Off-Premise Signs allowed remain. Since the remaining six Off-Premise Signs were in existence prior to the Rezoning (Z-0100-97) that was approved in 1998, these remaining six signs are now classified as legal, nonconforming Off-Premise Signs. In accordance with Title 19.14 for Nonconforming Use of Land, "*If a nonconforming use of land is discontinued for a period of 90 days or changed to a conforming use, any future use of the land shall be in conformity with the provisions of this Title*." With both Rezoning (Z-0100-97) and the Parkway Center District of the Downtown Centennial Plan prohibiting Off-Premise Signs, if the subject signs are removed and not re-established within 90 days, the use will cease. However, Condition Number Four (4) of Required Review (RQR-58974) prohibits the applicant from being able to remove and replace the existing supporting structures and static facades with new supporting structures capable of supporting the weight of digital facades by requiring a new Special Use Permit if the Off-Premise Signs are demolished.

The applicant would like to partially demolish two existing Off-Premise Signs located at 320 South Grand Central Parkway (APN 139-33-511-011) and 475 South Grand Central Parkway (APN 139-33-610-014) in order to replace the existing static image facades with digital facades. In order to be able to convert the facades to digital, the applicant needs to remove the existing supporting structures above the foundations and replace them with new support structures capable of withstanding the additional weight of a digital Off-Premise Sign. The new support structures and digital facades will be the same height, width, and length as the existing Off-Premise Signs. If approved and Condition of Approval #4 is deleted, the signs are subject to the provisions of Title 19.14. Pursuant to Title 19.14, once removed, the use would have to be re-established within 90 days (i.e. building permits issued and construction begun on the new LED signs). If denied, the subject Off-Premise Signs will remain as-is, with static facades, and removal of the signs would cause the legal nonconforming uses to cease.

FINDINGS (ROC-68717)

The subject site and Off-Premise Signs are within the Downtown Redevelopment Area, which states as one of their objectives, "*to retain existing businesses by means of redevelopment and rehabilitation activities and by encouraging cooperation and participation of owners, businesses and public agencies in the revitalization of the Redevelopment Area*." Staff finds this request to be in accordance with the objectives of the Downtown Redevelopment Plan by rehabilitating two existing Off-Premise Signs by replacing the existing support structures and digitalizing the Off-Premise Sign facades. Therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/23/98	The City Council approved a Rezoning (Z-0100-97) to PD (Planned Development) for this site as part of an action on a 222-acre site including the subject site. The approval allowed 13 existing Off-Premise Signs to remain.
06/14/99	The City Council approved a request for a Site Development Plan Review [Z-0100-97(1)] for Development Standards and Master Plan Review of Lot 1 of the Parkway Center Planned Development on property located on the south side of Bonneville Avenue, between Interstate 15 and Grand Central Parkway.
02/07/01	The City Council approved a Required Review [Z-0100-97(2)] of 13 existing Off-Premise Signs on the larger site including the subject parcel. The Planning Commission and staff recommended approval.
05/16/01	The City Council approved a Site Development Plan Review [Z-0100-97(3)] for a proposed 1,000,000 square foot commercial development (Furniture Mart) on approximately 36.11 acres at the northwest corner of the intersection of Bonneville Avenue and Grand Central Parkway. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/03/02	The City Council approved a Required Review [Z-0100-97(7)] of 12 existing Off-Premise Signs on a larger site including the subject parcel, subject to a one-year review. The Planning Commission and staff recommended approval.
05/21/03	The City Council approved a Required Review (RQR-1974) of 12 Off-Premise Signs on a larger site including the subject parcel. Planning Commission and staff recommended approval.
10/06/04	The City Council approved a request for a Site Development Plan Review (SDR-4841) for a 345,670 square foot temporary exhibit space on the subject site. Planning Commission and staff recommended approval.
04/20/05	The City Council approved a Required Review (RQR-5683) of eight Off-Premise Signs on a larger site including the subject parcels. Planning Commission and staff recommended approval.
04/20/05	The City Council approved a Required Review (RQR-6003) of one Off-Premise Sign on one of the subject parcels. Planning Commission and staff recommended approval.
05/18/05	The City Council approved a Review of Condition (ROC-6466) and (ROC-6467) to allow the required landscaping to be installed in phases and to change the location of a required trail at 495 South Grand Central Parkway. Staff recommended approval.
01/12/06	The Planning Commission approved a request for a Site Development Plan Review (SDR-10427) for a proposed 2,175 space parking garage and a Waiver of the Parkway Center Development Standards at 445, 455, 475, and 495 South Grand Central Parkway. Staff recommended approval.
06/07/06	The City Council approved a Required Review (RQR-11403) of eight Off-Premise Signs on property bounded by U.S.-95, I-15 and Grand Central Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Major Amendment (SDR-12636) of an approved Site Development Plan Review (SDR-10427) for the expansion of the parking garage and a 2,097,925 square-foot commercial center with Waivers of the step back, perimeter landscape buffer, and streetscape requirements on 4.5 acres adjacent to the northwest corner of Grand Central Parkway and Bonneville Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a Review of Condition (ROC-13357) to remove a condition that required that the Off-Premise Signs on the subject site be removed prior to the issuance of a Certificate of Occupancy for the Phase II building. Signs “B” and “C” were still required to be removed, all others were required to be reviewed at later dates. Staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/07/06	Staff administratively approved a request for a Minor Amendment (SDR-16509) of an approved Site Development Plan Review (SDR-12636) to allow the reduction in the commercial square-footage and revisions to the parking requirements for a commercial development on 19.91 adjacent to the northwest corner of Grand Central Parkway and Bonneville Avenue.
08/15/07	The City Council approved a one-year Required Review (RQR-21496) of an approved Rezoning (Z-0100-97) which approved one existing Off-Premise Advertising (Billboard) Sign on property bounded by U.S. 95, I-15 and Grand Central Parkway. The Planning Commission and staff recommended approval.
09/05/07	The City Council approved a Required Review (RQR-21345) of multiple Off-Premise Signs on property bounded by U.S. 95, I-15 and Grand Central Parkway. The Planning Commission and staff recommended approval.
10/17/07	The City Council approved a request for a Site Development Plan Review (SDR-23606) for a proposed 2,495,091 square-foot commercial center with a Waiver of Downtown Centennial Plan build-to-line standards to allow a 206-foot front setback and the expansion of an approved parking garage located adjacent to the southwest corner of Grand Central Parkway and Discovery Drive, and a 2,306 space temporary parking lot located adjacent to the northwest corner of Grand Central Parkway and Discovery Drive. The Planning Commission and staff recommended approval.
11/19/08	The City Council approved a request for a Major Amendment (SDR-29870) to an approved Site Development Plan Review (SDR-23606) for an 18-story, 1,162,255 square-foot commercial building and additional building height with a Waiver of the Downtown Centennial Plan build-to-line standard to allow a 263-foot front setback on 19.91 adjacent to the northwest corner of Grand Central Parkway and Discovery Drive. The Planning Commission and staff recommended approval.
03/18/09	The City Council approved a request for a Street Name Change (SNC-32359) from Discovery Drive to Symphony Park Avenue between Martin Luther King Boulevard and Grand Central Parkway. The Planning Commission recommended approval.
10/07/09	The City Council approved a Required Review (RQR-35268) of five Off-Premise Signs on properties bounded by U.S.-95, I-15 and Grand Central Parkway. The Planning Commission recommended approval. Staff recommended denial.
12/16/10	The Planning Commission approved a request for a a Major Amendment (MSP-40138) to a previously approved Master Sign Plan (MSP-6344) to add 11 on-premise wall signs totaling 232,400 square feet on eight building faces within an existing commercial development with Waivers of the Downtown Centennial Plan Parkway Center Signage Standards at 445, 455, 475, and 495 South Grand Central Parkway. Staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/03/12	The City Council approved a Required Review (RQR-45620) of five Off-Premise Signs on properties bounded by U.S.-95, I-15 and Grand Central Parkway. The Planning Commission and staff recommended approval.
02/19/14	The City Council approved a request for a Major Amendment (MSP-50453) to an approved Master Sign Plan (MSP-6344) to add 14.68 acres to the site area; to add one 30-foot tall freestanding sign with four (4) electronic reader boards; to add six (6) 2,968 square-foot LED display wall signs on the existing parking garage; and to allow LED on the 11 existing wall signs approved by Master Sign Plan (MSP-40138) where they were approved only for vinyl and laminate materials at 445, 455, 475, and 495 South Grand Central Parkway. The Planning Commission recommended denial and staff recommended approval.
09/16/15	The City Council approved a three-year Required Review (RQR-58974) of an approved Rezoning (Z-0100-97) for five existing Off-Premise Signs on property bounded by U.S.-95, I-15 and Grand Central Parkway. Staff recommended approval.
11/01/16	The Planning Commission approved a request for a Major Amendment (MSP-66826) to a previously approved Master Sign Plan (MSP-6344) to add two on-premise wall signs on building “A,” to add six on-premise wall signs on the parking garage, and to change the location of two existing illuminated on-premise wall signs on building “B” within an existing commercial development with Waivers of the Downtown Centennial Plan Parkway Center Signage standards at 445, 455, 475, and 495 South Grand Central Parkway. Staff recommended approval.
03/15/17	The City Council voted to a request for a Review of Condition (ROC-68717) of an approved Required Review (RQR-58974) TO REMOVE CONDITION #4 WHICH STATES, "IF THE EXISTING OFF-PREMISE SIGNS ARE VOLUNTARILY DEMOLISHED, THIS REZONING SHALL BE EXPUNGED AND A NEW OFF-PREMISE SIGN SHALL NOT BE PERMITTED IN THE SAME LOCATION UNLESS A SPECIAL USE PERMIT IS APPROVED FOR THE NEW STRUCTURE BY THE CITY COUNCIL." on property bounded by US-95, Interstate 15 and Grand Central Parkway (APNs 139-33-511-004 and 011; 139-33-610-014; and 139-27-410-005), PD (Planned Development) Zone, Ward 5 (Barlow) [PRJ-68703] in abeyance to the April 5, 2017 City Council meeting.

Most Recent Change of Ownership		
12/04/14	139-33-511-004	A deed was recorded for a change in ownership.
11/14/16	139-33-511-011	A deed was recorded for a change in ownership.
11/14/16	139-33-610-014	A deed was recorded for a change in ownership.
12/04/14	139-27-410-005	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/29/99	A building permit (#99008210) was issued for "Sign A" at 413 South Grand Central Parkway. The permit expired on 10/30/99. A Final Only building permit (#146052) was issued for 475 South Grand Central Parkway on 09/08/09 and finalized on 11/17/09.
04/29/99	A building permit (#99008202) was issued for "Sign D" at 1399 Discovery Drive. The permit expired on 10/30/99. A Final Only building permit (#146057) was issued for 213 South Grand Central Parkway on 09/08/09 and finalized on 11/17/09.
04/29/99	A building permit (#99008206) was issued for "Sign E" at 157 South Grand Central Parkway. A final inspection was conducted on 01/11/00.
04/29/99	A building permit (#99008205) was issued for "Sign F" at 13 South Grand Central Parkway. A final inspection was conducted on 01/10/00.
04/29/99	A building permit (#99008204) was issued for "Sign G" 11 South "F" Street. A final inspection was conducted on 01/10/00.

Pre-Application Meeting	
01/24/17	Staff conducted a pre-application meeting where the submittal requirements for a Review of Condition were discussed.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
02/02/17	During a routine field check staff observed the two, subject Off-Premise Signs to be well-maintained with no graffiti present on the supporting structures. The area surrounding the subject Off-Premise Sign just north of Bonneville Avenue (139-33-610-014) was free of debris, while the area surrounding the Off-Premise Sign just south of Symphony Park Avenue (139-33-511-011) had debris and litter around the fencing.

Details of Application Request		
Site Area		
139-33-511-004	Net Acres	17.97
139-33-511-011	Net Acres	5.99
139-33-610-014	Net Acres	7.21
139-27-410-005	Net Acres	2.71

The subject Off-Premise Signs are bounded by:

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Parking Facility	MXU (Mixed Use)	PD (Planned Development)
North	Symphony Park Avenue	MXU (Mixed Use)	PD (Planned Development)
South	Bonneville Avenue	Right-of-Way	Right-of-Way
East	Wholesale Showroom Facility	MXU (Mixed Use)	PD (Planned Development)
West	Interstate 15	Right-of-Way	Right-of-Way

Master Plan Areas	*Compliance*
Downtown Centennial Plan – Parkway Center	Y
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 175 Feet	Y
Downtown Casino Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area - Downtown Redevelopment Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

320 South Grand Central Parkway (APN 139-33-511-011)			
Standards	***Code Requirements***	***Provided***	***Compliance***
Location	No Off-Premise Sign may be located within public right-of-way	The subject sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	The subject sign is located in the PD (Planned Development) zoning district.	Y*

320 South Grand Central Parkway (APN 139-33-511-011)			
Standards	***Code Requirements***	***Provided***	***Compliance***
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The subject sign is 672 square feet in size and has no embellishments.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	The subject sign is 60 feet tall.	Y*
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Distance Separation	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	The subject sign is more than 300 feet from another Off-Premise Sign (not along US-95).	Y
Protected Uses	At least 300 feet to the nearest property line of a lot in any “R” or U” zoned districts.	The subject sign is more than 300 feet from any property line zoned either “R” or “U.”	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	The subject sign is permanently attached to the ground and is located on a site not used for residential purposes.	Y

**The subject Off-Premise Signs were pre-existing on the subject sites prior to Rezoning (Z-0100-97) approved on November 23, 1998 by the City Council and were approved to relocate and remain.*

475 South Grand Central Parkway (APN 139-33-610-014)			
Standards	***Code Requirements***	***Provided***	***Compliance***
Location	No Off-Premise Sign may be located within public right-of-way	The subject sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only.	The subject sign is located in the PD (Planned Development) zoning district.	Y*
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The subject sign is 672 square feet in size and has no embellishments.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	The subject sign is 72 feet tall.	Y*
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Distance Separation	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	The subject sign is more than 300 feet from another Off-Premise Sign (not along US-95).	Y
Protected Uses	At least 300 feet to the nearest property line of a lot in any “R” or U” zoned districts.	The subject sign is more than 300 feet from any property line zoned either “R” or “U.”	Y

475 South Grand Central Parkway (APN 139-33-610-014)			
Standards	***Code Requirements***	***Provided***	***Compliance***
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	The subject sign is permanently attached to the ground and is located on a site not used for residential purposes.	Y

**The subject Off-Premise Signs were pre-existing on the subject sites prior to Rezoning (Z-0100-97) approved on November 23, 1998 by the City Council and were approved to relocate and remain.*

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-68717** APN: 139-33-511-011

Name of Property Owner: WMC GARAGES SPE LLC

Name of Applicant: ELITE MEDIA INC.

Name of Representative: ROD CARTER

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: _____

RECEIVED
JAN 24 2017
City of Las Vegas
Department of Planning

Signature of Property Owner: _____

Print Name: ROD CARTER * LEASE HOLDER

Subscribed and sworn before me

This 30TH day of NOVEMBER, 2016

Lisa Waxman

Notary Public in and for said County and State OF NEVADA

CLARK CO.

LISA WAXMAN
Notary Public-State of Nevada
Appointment No. 16-2556-1
My Appointment Expires April 26, 2020

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-68717** APN: 139-33-610-014

Name of Property Owner: WMC V PHASE 2 SPE LLC

Name of Applicant: ELITE MEDIA INC

Name of Representative: ROD CARTER

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: _____

RECEIVED

JAN 24 2017

City of Las Vegas
Department of Planning

Signature of Property Owner: _____

Print Name: ROD CARTER LEASE HOLDER

Subscribed and sworn before me

This 30TH day of NOVEMBER, 2016

Lisa Waxman

Notary Public in and for said County and State

CLARK CO.
STATE OF NV

LISA WAXMAN
Notary Public-State of Nevada
Appointment No. 16-2556-1
My Appointment Expires April 26, 2020

Revised 03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

R.O.C.

Application/Petition For: CONVERT TO DIGITAL BILLBOARD (EXISTING) STRUCTURE

Project Address (Location) 445 SOUTH GRAND CENTRAL PKWY

Project Name ELITE MEDIA Digital Billboard Conversion **Proposed Use** EXISTING

Assessor's Parcel #(s) 139-33-511-011 **Ward #** 5- BARLOW

General Plan: existing X proposed _____ **Zoning:** existing PD proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information CONVERT AN EXISTING OFF PREMISE ADVERTISING BILLBOARD SIGN FROM STATIC TO DIGITAL

PROPERTY OWNER WMC GARAGE SPE LLC **Contact** RYAN MAHONEY

Address 445 South Grand Central PKWY **Phone:** (702) 599-3046 **Fax:** (702) 599-9677

City LAS Vegas **State** NV **Zip** 89106

E-mail Address RMAHONEY@imcenters.com

APPLICANT ELITE MEDIA INC **Contact** ROD CARTER

Address 146 BRIGHTMOOR CT. **Phone:** (702) 510-7164 **Fax:** _____

City HENDERSON **State** NV **Zip** 89074

E-mail Address rod@ELITEMEDIAINC.com

REPRESENTATIVE GREENBERG TRAURIG **Contact** JON LELEU

Address 3773 Howard Hughes PKWY #400 **Phone:** (702) 599-8070 **Fax:** (702) 529-2316

City LAS Vegas **State** NV **Zip** 89169

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 Rod CARTER LEASE HOLDER

Subscribed and sworn before me

This 30TH day of NOVEMBER, 20 16.

_____

Notary Public in and for said County and State CLARK Co.

LISA WAXMAN
Notary Public-State of Nevada
Appointment No. 16-2566-1
My Appointment Expires April 1st 2020

FOR DEPARTMENT USE ONLY

Case #	ROC-68717
Meeting Date:	3/15/17
Total Fee:	830.00
Date Received:*	1/24/17
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 03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

R.O.C

Application/Petition For: CONVERT TO DIGITAL BILLBOARD (EXISTING) STRUCTURE

Project Address (Location) 475 SOUTH GRAND CENTRAL PKWY

Project Name ELITE MEDIA DIGITAL BILLBOARD CONVERSION **Proposed Use** EXISTING

Assessor's Parcel #(s) 139-33-610-014 **Ward #** 5 - BARLOW

General Plan: existing X proposed _____ **Zoning:** existing PD proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information CONVERT an existing OFF PREMISE Advertising Billboard SIGN FROM Static to Digital

PROPERTY OWNER WMC V PHASE 2 SPE LLC **Contact** RYAN MAHONEY

Address 475 S. GRAND CENTRAL PKWY **Phone:** 7025993046 **Fax:** 702 599 9677

City LAS Vegas **State** NV **Zip** 89101

E-mail Address RMAHONEY@imcentors.com

APPLICANT ELITE MEDIA INC **Contact** ROD CARTER

Address 145 BRIGHTMOOR CT. **Phone:** 7025101764 **Fax:** _____

City HENDERSON **State** NV **Zip** 89074

E-mail Address rod@ELITEMEDIAINC.COM

REPRESENTATIVE GREENBERG TRAURIG **Contact** JON LELEU

Address 3773 HOWARD Hughes PKWY #400 **Phone:** 702 599-8070 **Fax:** 702 925-2316

City LAS Vegas **State** NV **Zip** 89169

E-mail Address leleuj@gtLAW.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROD CARTER * LEASE HOLDER

Subscribed and sworn before me

This 30TH day of NOVEMBER, 20 16.

Lisa Waxman

Notary Public in and for said County and State

CLARK CO.
STATE OF NV

LISA WAXMAN
Notary Public-State of Nevada
Appointment No. 16-2556-1
My Appointment Expires April 28, 2020

FOR DEPARTMENT USE ONLY

Case #	ROC-68717
Meeting Date:	3/15/17
Total Fee:	830.00
Date Received:*	1/24/17
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 03/28/16

October 13, 2016

City of Las Vegas
Department of Planning
Development Services Center
333 N. Rancho Dr
Las Vegas NV, 89106

RE: Authorization Letter

To Whom It May Concern:

Please be advised that Rod Carter, in his capacity of Vice President of Real Estate and Public Affairs, for Elite Media, Inc., has full signing authority to execute all documents for Elite Media, Inc.

Should you have any questions or concerns about Mr. Carter's capacity or authority, please do not hesitate in contacting me directly at. 626.327.4675 or email at chad@elitemediainc.com

Thank you,

Chad McCullough
President
Elite Media, Inc.

RECEIVED

JAN 24 2017

City of Las Vegas
Department of Planning

ROC-68717

October 13, 2016

City of Las Vegas
Department of Planning
Development Services Center
333 N. Rancho Dr
Las Vegas NV, 89106

RE: Authorization Letter

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Thank you,

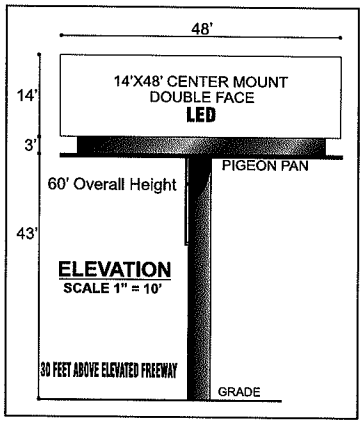
Chad McCullough
President
Elite Media, Inc.

RECEIVED

JAN 24 2017

City of Las Vegas
Department of Planning

ROC-68717

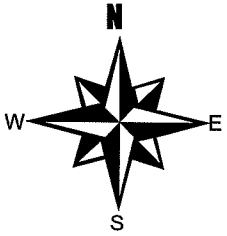


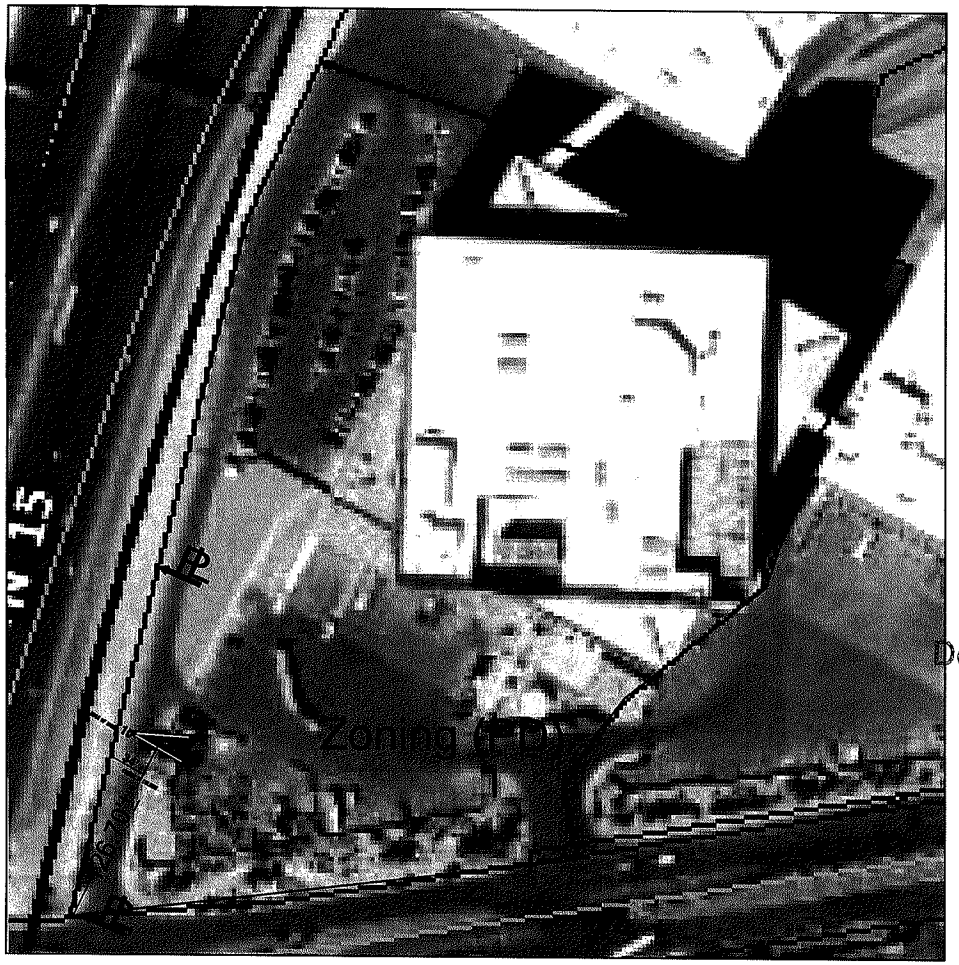
REPLACING EXISTING BILLBOARD

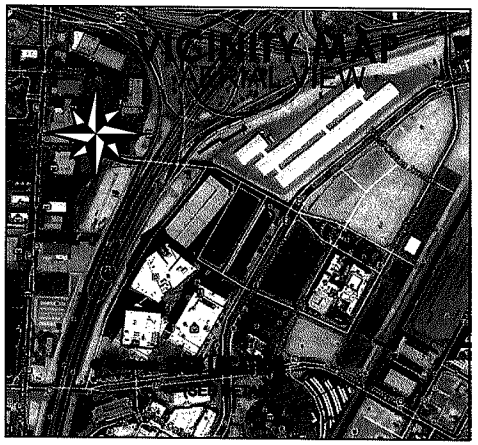
TOP VIEW

SCALE 1" =50'

DETAIL







GENERAL NOTES

1. Not within 300 foot radius of residential use.
2. No parking spaces will be taken for this location.

RECEIVED

JAN 24 2017

City of Las Vegas
Department of Planning

Zoning Conformance

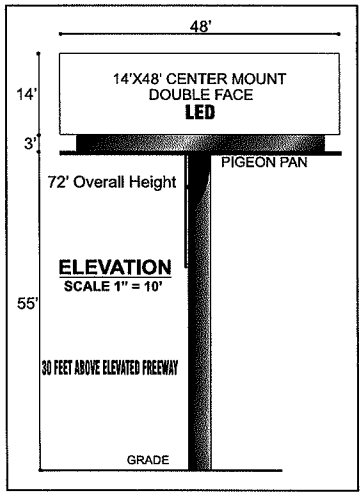
Elite MEDIA

ROD CARTER
702-510-1764

JONES MEDIA 4145 W. TECO AVE./ LAS VEGAS, NV 89118/ 702-645-0092

OWNER: W M C V PHASE 2 L L C		
SCALE: NOTED	APPROVED BY:	DRAWN BY: TOM JONES
DATE: 11-01-16		REVISED:
LOCATION: 475 S GRAND CENTRAL		
APN# 139-33-610-014		DRAWING NUMBER: 211

ROC-68717

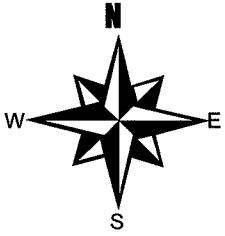


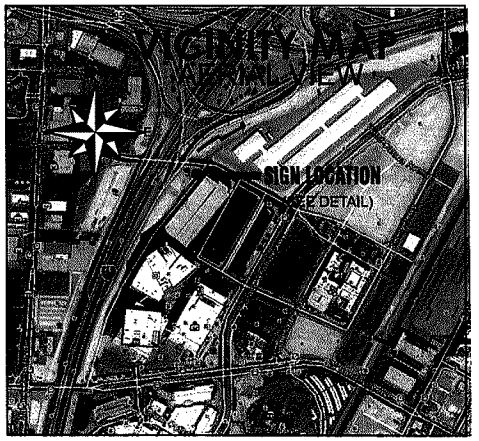
REPLACING EXISTING BILLBOARD

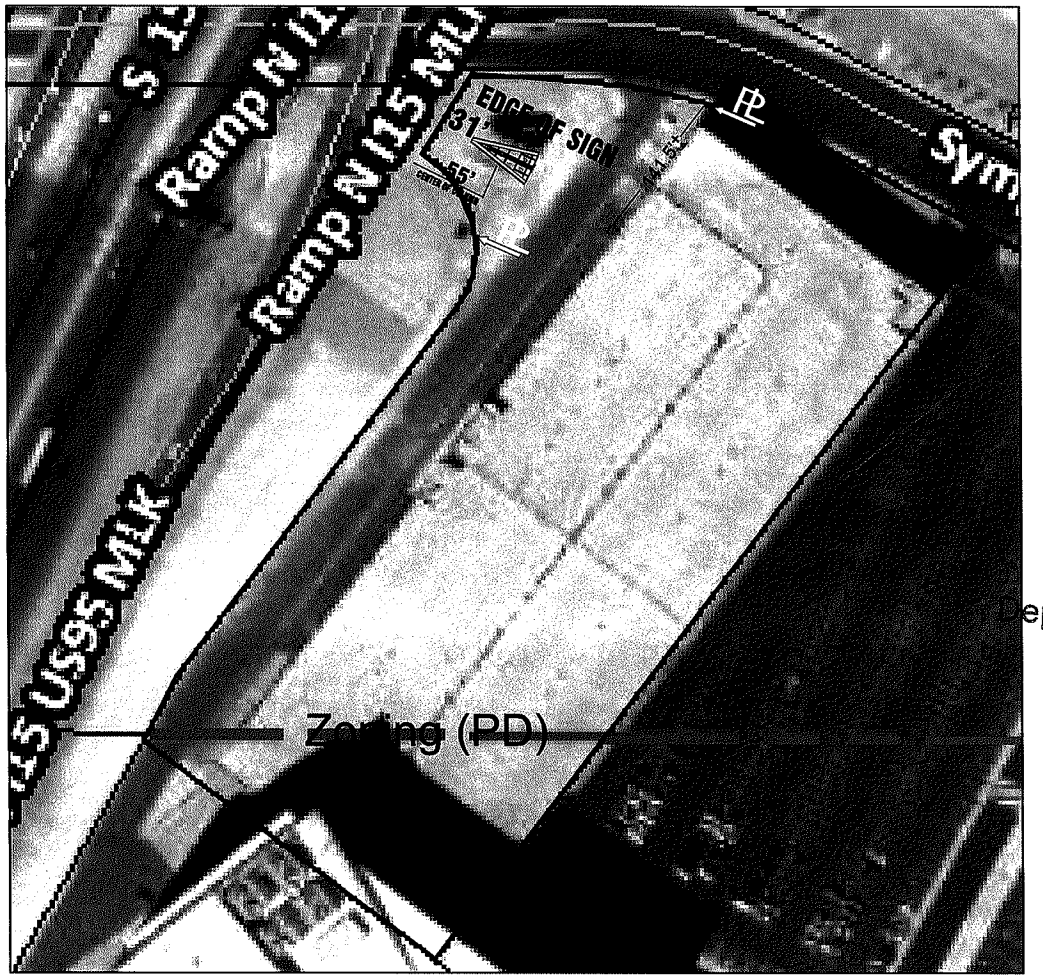
TOP VIEW

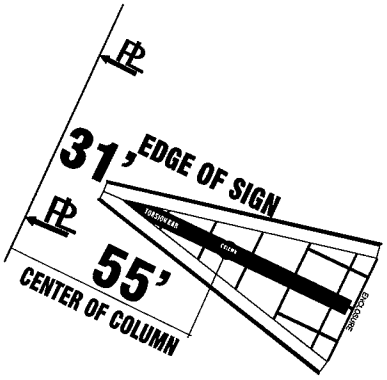
SCALE 1" =50'

DETAIL









GENERAL NOTES

1. Not within 750 feet of another off-premise billboard.
2. Not within 300 foot radius of residential use.
3. No parking spaces will be taken for this location.

RECEIVED

JAN 2 4 2017

City of Las Vegas
Department of Planning

Elite MEDIA

ROD CARTER
702-510-1764

JONES MEDIA 4145 W. TECO AVE./ LAS VEGAS, NV 89118/ 702-645-0092

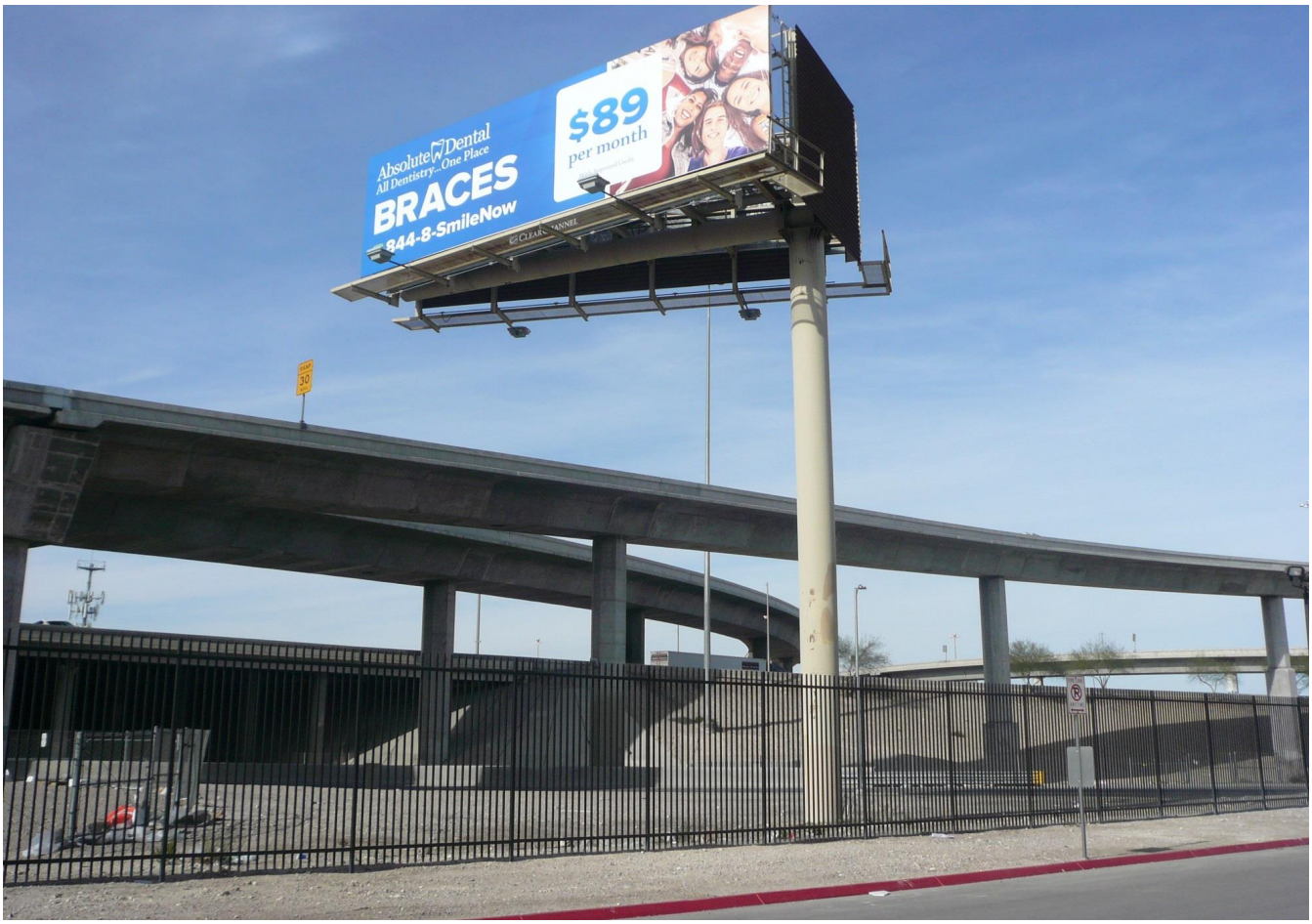
OWNER: W M C LAND L L C		
SCALE: NOTED	APPROVED BY:	DRAWN BY: TOM JONES
DATE: 11-01-16		REVISED:
LOCATION: 445 S GRAND CENTRAL		
APN# 139-33-511-011		DRAWING NUMBER: 212

ROC-68717



ROC-68717 - APPLICANT: ELITE MEDIA, INC. - OWNER: WMC V PHASE 2 SPE, LLC
PROPERTY BOUNDED BY US-95, INTERSTATE 15 AND GRAND CENTRAL PARKWAY

02/02/17



ROC-68717 - APPLICANT: ELITE MEDIA, INC. - OWNER: WMC V PHASE 2 SPE, LLC
PROPERTY BOUNDED BY US-95, INTERSTATE 15 AND GRAND CENTRAL PARKWAY

02/02/17



ROC-68717 - APPLICANT: ELITE MEDIA, INC. - OWNER: WMC V PHASE 2 SPE, LLC
PROPERTY BOUNDED BY US-95, INTERSTATE 15 AND GRAND CENTRAL PARKWAY

02/02/17



ROC-68717 - APPLICANT: ELITE MEDIA, INC. - OWNER: WMC V PHASE 2 SPE, LLC
PROPERTY BOUNDED BY US-95, INTERSTATE 15 AND GRAND CENTRAL PARKWAY

02/02/17



ROC-68717 - APPLICANT: ELITE MEDIA, INC. - OWNER: WMC V PHASE 2 SPE, LLC
PROPERTY BOUNDED BY US-95, INTERSTATE 15 AND GRAND CENTRAL PARKWAY

02/02/17

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

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

September 17, 2015

Ms. Kim Rieck
WMC Pavilion, LLC
475 South Grand Central Parkway, Suite #1605
Las Vegas, Nevada 89106

RE: RQR-58974 - REQUIRED REVIEW – PUBLIC HEARING
CITY COUNCIL MEETING OF SEPTEMBER 16, 2015

Dear Ms. Rieck:

The City Council at a regular meeting held on September 16, 2015 ***APPROVED*** a request for a Required Review of an approved Rezoning (Z-0100-97) FOR FIVE EXISTING OFF-PREMISE SIGNS on property bounded by U.S.95, I-15 and Grand Central Parkway (APNs 139-33-511-004 and 011; 139-33-610-014; and 139-27-410-005), PD (Planned Development) Zone, Ward 5 (Barlow).

This approval is subject to the following conditions:

Planning

1. Conformance to the conditions of Rezoning (Z-0100-97).

2. This Rezoning (Z-0100-97) shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign is removed.

3. The Off-Premise Signs and its supporting structures shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Signs.

4. If the existing Off-Premise Signs are voluntarily demolished, this Rezoning shall be expunged and a new Off-Premise Signs shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

ROC-68717

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

The Notice of Final Action was filed with the Las Vegas City Clerk on September 17, 2015.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. Lonnie Jones
Clear Channel Outdoor
7370 Dean Martin Drive, Suite #407
Las Vegas, Nevada 89139

December 1, 2016

Mr. Peter Lowenstein
City of Las Vegas Planning & Development
333 N. Rancho Dr.
Las Vegas, NV 89106

Re: ***Justification Letter – Digital Conversion of Existing Billboards***

Elite Media, Inc. - WMCV Land, LLC
APN : 139-33-511-011
Address : 445 S. Grand Central Pkwy

Dear Mr. Lowenstein:

Applicant seeks approval of the digital conversion of an existing static image billboard on the north end of parcel 139-33-511-011, located on the property of the World Market Center Las Vegas.

The existing billboard is 14' x 28'; applicant shall construct the digital billboard in the existing, previously approved location and is not seeking approval for any additional signage.

Thank you for your consideration. Should you have any questions or concerns, please do not hesitate to contact me at any time.

Very truly yours,

Rod Carter

RECEIVED
JAN 2 4 2017
City of Las Vegas
Department of Planning

ROC-68717

December 1, 2016

Mr. Peter Lowenstein
City of Las Vegas Planning & Development
333 N. Rancho Dr.
Las Vegas, NV 89106

Re: ***Justification Letter – Digital Conversion of Existing Billboards***

Elite Media, Inc. - WMCV Phase 2, LLC
APN : 139-33-610-014
Address : 475 S. Grand Central Pkwy

Dear Mr. Lowenstein:

Applicant seeks approval of the digital conversion of an existing static image billboard on the south end of parcel 139-33-610-014, located on the property of the World Market Center Las Vegas.

The existing billboard is 14' x 28'; applicant seeks to increase the size of the billboard to the maximum allowable size of 20' x 60'. Applicant shall construct the digital billboard in the existing, previously approved location and is not seeking approval for any additional signage.

Thank you for your consideration. Should you have any questions or concerns, please do not hesitate to contact me at any time.

Very truly yours,

Rod Carter

RECEIVED
JAN 24 2017
City of Las Vegas
Department of Planning

ROC-68717

January 11, 2017

Mr. Peter Lowenstein
City of Las Vegas Planning & Development
333 N. Rancho Dr.
Las Vegas, NV 89106

Re: Justification Letter – Digital Conversion of Existing Billboards

Elite Media, Inc. - WMCV Land, LLC
APN : 139-33-511-011
Address : 445 S. Grand Central Pkwy

Dear Mr. Lowenstein:

This application seeks approval of a Review of Condition related to the prior approval of an existing static image billboard on the north end of parcel 139-33-511-011, located on the property of the World Market Center Las Vegas.

On September 16, 2015, the Las Vegas City Council approved RQR-58974, subject to conditions. Condition 4 of RQR-58974 states:

"If the existing Off-Premise Signs are voluntarily demolished, this Rezoning shall be expunged and a new Off-Premise Signs shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council."

Applicant seeks to install a billboard utilizing LED technology at the same location, effectively replacing the existing static billboard with new technology. However, because the existing structure was made to support static signage, and will not support the weight of LED boards, applicant must construct an appropriate structure at the existing, previously approved location. As such, the above condition may necessitate this application. Applicant is not seeking approval for any additional signage; applicant will simply replace the existing 14' x 48' static billboard with a 14' x 48' LED board.

Thank you for your consideration. Should you have any questions or concerns, please do not hesitate to contact me at any time.

Very truly yours,

RECEIVED
JAN 24 2017
City of Las Vegas
Department of Planning

ROC-68717

Rod Carter

RECEIVED

JAN 24 2017

City of Las Vegas
Department of Planning

ROC-68717

January 11, 2017

Mr. Peter Lowenstein
City of Las Vegas Planning & Development
333 N. Rancho Dr.
Las Vegas, NV 89106

Re: Justification Letter – Digital Conversion of Existing Billboards

Elite Media, Inc. - WMCV Phase 2, LLC
APN : 139-33-610-014
Address : 475 S. Grand Central Pkwy

Dear Mr. Lowenstein:

This application seeks approval of a Review of Condition related to the prior approval of an existing static image billboard on the north end of parcel 139-33-610-014, located on the property of the World Market Center Las Vegas.

On September 16, 2015, the Las Vegas City Council approved RQR-58974, subject to conditions. Condition 4 of RQR-58974 states:

"If the existing Off-Premise Signs are voluntarily demolished, this Rezoning shall be expunged and a new Off-Premise Signs shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council."

Applicant seeks to install a billboard utilizing LED technology at the same location, effectively replacing the existing static billboard with new technology. However, because the existing structure was made to support static signage, and will not support the weight of LED boards, applicant must construct an appropriate structure at the existing, previously approved location. As such, the above condition may necessitate this application. Applicant is not seeking approval for any additional signage; applicant will simply replace the existing 14' x 48' static billboard with a 14' x 48' LED board.

Thank you for your consideration. Should you have any questions or concerns, please do not hesitate to contact me at any time.

Very truly yours,

RECEIVED
JAN 24 2017
City of Las Vegas
Department of Planning
ROC-68717

Rod Carter

RECEIVED

JAN 24 2017

City of Las Vegas
Department of Planning

ROC-68717

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

SUBJECT: **ROC-68717 – APPLICANT: ELITE MEDIA, INC. - OWNER: WMC V PHASE 2 SPE, LLC**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***MARCH 15, 2017 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MARCH 14, 2017.***

Signature

3/8/17
Date

Rod Carter
Please Print Name

Elite Media Inc.
Company Name

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

AGENDA ITEM #39
RECEIVED 03.09.17

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1690

2017 MAR -7 P 12:41
RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-68717 [PRJ-68703]

City Council Meeting of **03/15/2017**

Case: ROC-68717
13927401004
MAXIMUS PRIME PROPERTIES L L C
716 W MESQUITE AVE
LAS VEGAS NV 89106-4612

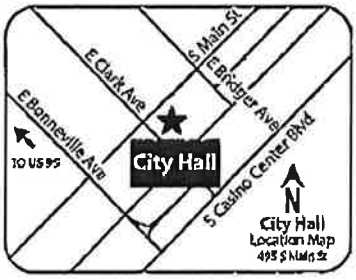
Submitted after final agenda

Date 3/7/17 Item 39

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-68717 [PRJ-68703]

City Council Meeting of **03/15/2017**

BY BRDFNP4 BS4 OB

RECEIVED
CITY CLERK
2017 MAR -7 P 12:41

Case: ROC-68717
13927401005
MAXIMUS PRIME PROPERTIES L L C
716 W MESQUITE AVE
LAS VEGAS NV 89106-4612

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 5, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:

EOT-68925 - EXTENSION OF TIME - NON-PUBLIC HEARING - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: PARK BENCH, LLC - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-57031) FOR A PROPOSED 3,240 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH on 0.84 acres located at the northeast corner of Sahara Avenue and San Jose Avenue (APNs 162-02-811-155 through 163), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-68897]. Staff recommends APPROVAL.

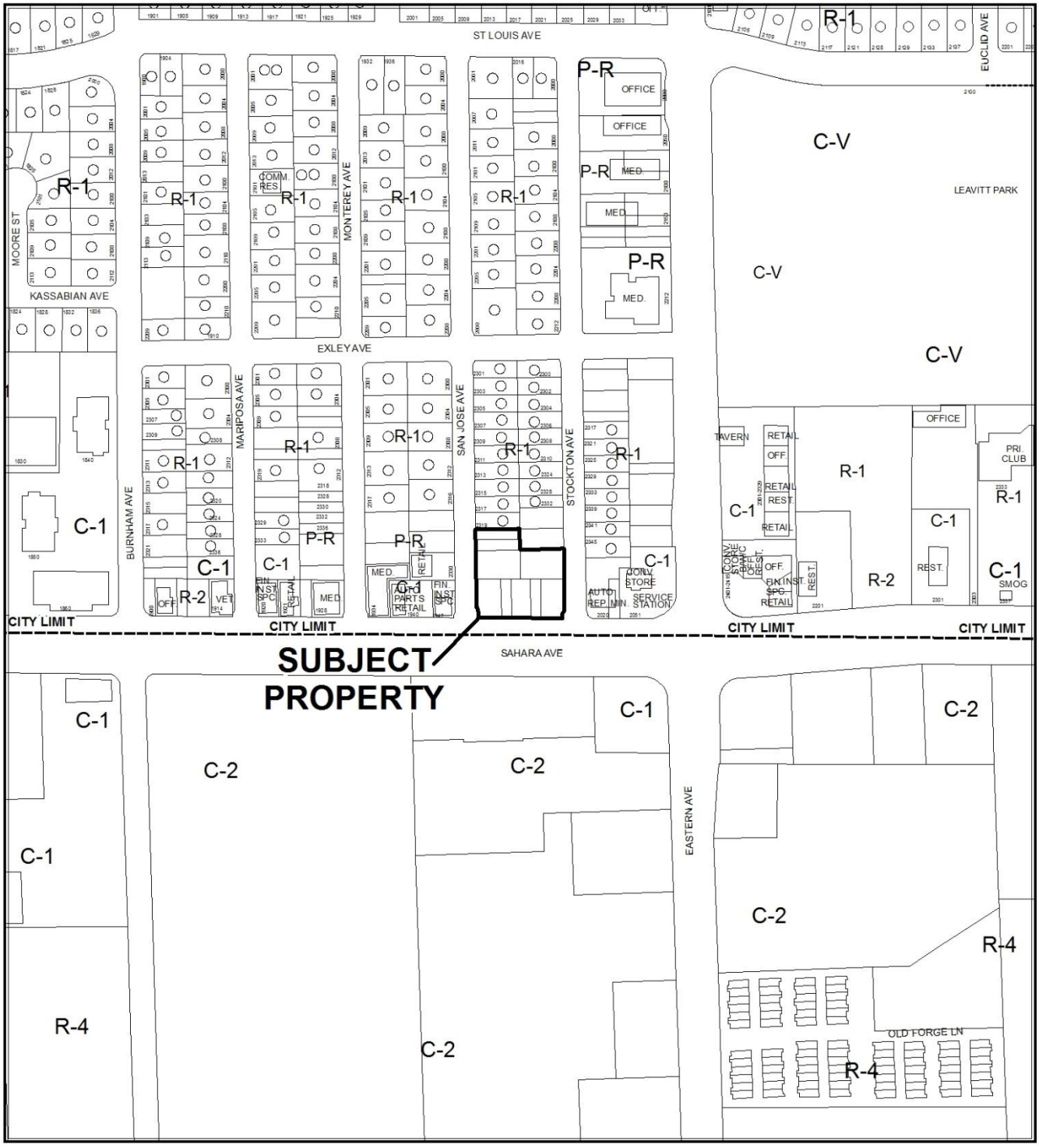
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter - SDR-57031
5. Justification Letter



0 265 530 Feet

CASE: **EOT-68925 (PRJ-68897)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 265 530 Feet

CASE: **EOT-68925 (PRJ-68897)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 5, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: PARK BENCH, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-68925	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

** CONDITIONS **

EOT-68925 CONDITIONS

Planning

1. This Special Use Permit (SUP-52105) shall expire on February 18, 2019 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval for Site Development Plan Review (SDR-57031) and all other site related actions as required by the Department of Planning and Department of Public Works.

NE

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a two-year Extension of Time of an approved Site Development Plan Review (SDR-57031) for a proposed 3,240 square-foot Restaurant with Drive Through on 0.84 acres at the northeast corner of Sahara Avenue and San Jose Avenue.

ISSUES

- Site Development Plan Review (SDR-57031) will expire on February 18, 2017 unless an Extension of Time is granted. An application for an Extension of Time was received on 02/06/17.

ANALYSIS

The purpose of an Extension of Time is to provide a mechanism for extending the approval period of an approved application with time limitations imposed by the City Council or Planning Commission. The original time limitation set by the City Council on February 18, 2015 was two years. The applicant recently purchased the property in September of 2016 and is requesting an additional two years to secure financing and finalize building plans for the proposed Restaurant with Drive Through.

FINDINGS (EOT-68925)

Staff finds the request to be in accordance with Title 19, as the applicant has demonstrated "good cause" for this request by demonstrating the need for additional time needed to secure financing and finalize building plans for the project; therefore, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/18/15	The City Council approved a request for a General Plan Amendment (GPA-57029) from L (Low Density Residential) to SC (Service Commercial) on 0.43 acres located on the east side of San Jose Avenue, 100 feet north of Sahara Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Rezoning (ZON-57030) from R-1 (Single Family Residential) and R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on 0.84 acres located at the northeast corner of Sahara Avenue and San Jose Avenue. The Planning Commission and staff recommended approval.

NE

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/18/15	The City Council approved a request for a Site Development Plan Review (SDR-57031) for a proposed 3,240 square-foot Restaurant with Drive Through on 0.84 acres located at the northeast corner of Sahara Avenue and San Jose Avenue. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
09/07/16	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits or business licenses for the subject sites.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/02/17	During a routine field check, staff observed the vacant, undeveloped subject site.

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	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Shopping Center	CG (Commercial General) Clark County	C-2 (General Commercial District) Clark County
East	Single-Family, Detached	SC (Service Commercial)	R-1 (Single Family Residential)
	Auto Repair Garage, Minor		C-1 (Limited Commercial)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
West	Vacant	O (Office)	P-R (Professional Office and Parking)
	Financial Institution, Specified	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 200 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	115	Y

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-68925 APN: 162-02-811-155 thru 162-02-811-163

Name of Property Owner: Daniel Amster & Jak Fredrick/Park Bench, LLC

Name of Applicant: Daniel Amster & Jak Fredrick/Park Bench, LLC

Name of Representative: George Garcia/G. C. Garcia Inc

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A

APN: N/A

Signature of Property Owner: [signature]

Print Name: DANIEL J. AMSTER

Subscribed and sworn before me

This 2 day of Feb, 2017

Nevada, Clark County

Notary Public in and for said County and State

[signature]

GENEVA SANTIAGO
Notary Public State of Nevada
No. 15-3160-1
My appt. exp. Apr. 16, 2017

PRJ-68925
02/27/17

Revised 03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension for Site Development Plan Review (SDR-57031)

Project Address (Location) Sahara & San Jose

Project Name Sahara & San Jose Restaurant **Proposed Use** Commercial

Assessor's Parcel #(s) 162-02-811-155 thru 162-02-811-163 **Ward #** 3

General Plan: existing SC proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage 3,230 sq ft +/- **Floor Area Ratio** 0.084

Gross Acres +/- 0.89 **Lots/Units** 9 **Density**

Additional Information

PROPERTY OWNER Park Bench , LLC **Contact** Daniel Amster

Address 6170 W. Viking Rd **Phone:** (702) 837-6969 **Fax:** (702) 837-3311

City Las Vegas **State** NV **Zip** 89103

E-mail Address danny@dakemllc.com

APPLICANT Park Bench , LLC **Contact** Daniel Amster

Address 6170 W. Viking Rd **Phone:** (702) 837-6969 **Fax:** (702) 837-3311

City Las Vegas **State** NV **Zip** 89103

E-mail Address danny@dakemllc.com

REPRESENTATIVE G. C. Garcia, Inc **Contact** George Garcia

Address 1055 Whitney Ranch Dr., Suite 210 **Phone:** (702) 435-9909 **Fax:** (702) 435-0457

City Henderson **State** NV **Zip** 89014

E-mail Address acole@gcgarciainc.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name DANIEL S. AMSTER

Subscribed and sworn before me

This 2 day of Feb, 20 17.

Nevada, Clark County

Notary Public in and for said County and State Geneva Santiago

GENEVA SANTIAGO
Notary Public State of Nevada
No. 15-3160-1
My appt. exp. Aug. 18, 2019

FOR DEPARTMENT USE ONLY

Case #	EOT-68925
Meeting Date:	04/05/17 CC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-68897
02/27/17

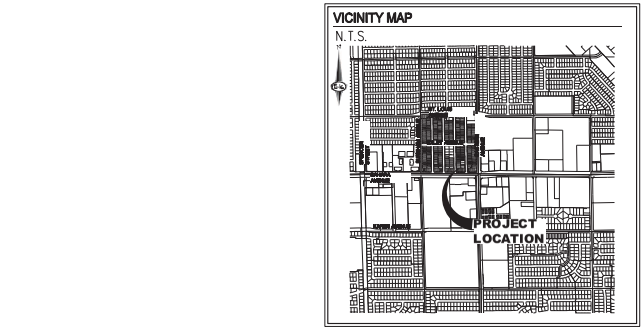
Revised 03/28/16

PRJ-68897
02/27/17

EOT-68925

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PROJECT INFORMATION

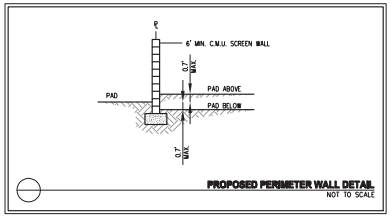
APNs:	162-02-811-155 THROUGH 162-02-811-163
NET ACREAGE:	38,607 SF / 0.89 ACRES
EXISTING LAND USE DESIGNATION:	SERVICE COMMERCIAL (SC) & LOW DENSITY RES. (L)
PROPOSED LAND USE DESIGNATION:	SC
EXISTING ZONING:	R-2 & R-1
PROPOSED ZONING:	C-1
PROPOSED F.A.R.:	3,230 / 38,607 = 0.084

PARKING ANALYSIS:
RESTAURANT - 3,230 SF
1,260 SF SEATING AREA/1,730 SF OTHER
1,260 / 50 = 26 STALLS ; 1,970 / 200 = 10 STALLS
36 STALLS REQUIRED

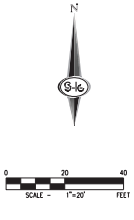
36 TOTAL STALLS REQUIRED
36 STALLS PROVIDED



EXISTING PERIMETER WALL DETAIL - APN 162-02-811-239
NOT TO SCALE



PROPOSED PERIMETER WALL DETAIL
NOT TO SCALE



PRJ-68897
02/27/17

EOT-68925

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
8760 S. ARVILLE STREET #216, LAS VEGAS, NV 89110
PHONE (702) 304-8300 FAX (702) 304-8380

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NEVADA

CRYSTAL VIEW CAPITAL FUND I, LLC

RETAIL DEVELOPMENT - SAHARA & STOCKTON
CONCEPTUAL SITE PLAN

DATE: 12/16/2014
DRAFTER: BTW
DESIGNER: BTW
CHECKED: DW
PROJECT NO.
CVF1401.000

SP
SHEET 1 OF 2

J:\cvf1401-000 misc plans\Vtek\entitlement\1\cvf1401 000 sp3.dwg 12/17/2014 9:02 AM Brent Wilson

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 364-5300 FAX (702) 364-5399

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NEVADA

CRYSTAL VIEW CAPITAL FUND I, LLC

RETAIL DEVELOPMENT - SAHARA & STOCKTON

CONCEPTUAL LANDSCAPE PLAN

DATE:	12/16/2014
DRAFTER:	BTW
DESIGNER:	BTW
CHECKED:	DW
PROJECT NO.	CVF1401.000

LP
SHEET 2 OF 2

PRJ-68897
02/27/17

EOT-68925

VICINITY MAP
N.T.S.

PROJECT LOCATION

LANDSCAPE PALETTE

QTY.		
24		24" BOX SIZE SHADE TREE (SINGLE TRUNK CHILEAN MESQUITE)
25		24" BOX SIZE ACCENT TREE (BRADFORD PEAR)
193		5 GALLON SHRUB (TEXAS RANGER)
134		1 GALLON GROUND COVER (STAR JASMINE)

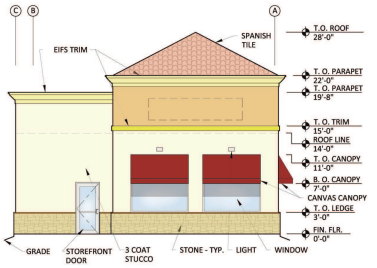
ALL PLANTER AREAS SHALL HAVE A MINIMUM 3" LAYER OF ROCK MULCH GROUND COVER. COLOR AND SIZE TO BE DETERMINED BY ARCHITECT.

NOTE: NO PLANT MATERIAL OVER A HEIGHT OF 24" AT MATURITY IS TO BE LOCATED WITHIN SITE VISIBILITY RESTRICTION EASEMENTS.

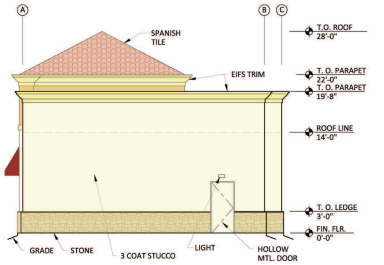
N

SCALE: 1"=20' (0, 20, 40 FEET)

FAST FOOD
3,230 SF
SAHARA AVENUE
(PUBLIC)
STOCKTON AVENUE
(PUBLIC)
SAN JOSE AVENUE
(PUBLIC)
INGRESS/
EGRESS
INGRESS/
EGRESS
50' Utility Easement
50' Utility Easement
BUS STOP SHELTER
NEW LOCATION
TRASH ENCLOSURE
LOADING AREA
N89°54'10"E
25.50'
N00°05'50"W
50.00'
S01°10'10"E
50.00'
N89°54'10"E
25.50'
N89°54'10"E
25.50'
N01°09'20"W
203.26'
N01°11'05"W
247.44'
N01°11'05"W
188.47'
S89°54'10"W
199.97'
S89°54'10"W
259.97'
S89°54'10"W
142.22'
N01°09'20"W
199.97'
N01°09'20"W
259.97'
S89°54'10"W
142.22'
S89°54'10"W
259.97'
S89°54'10



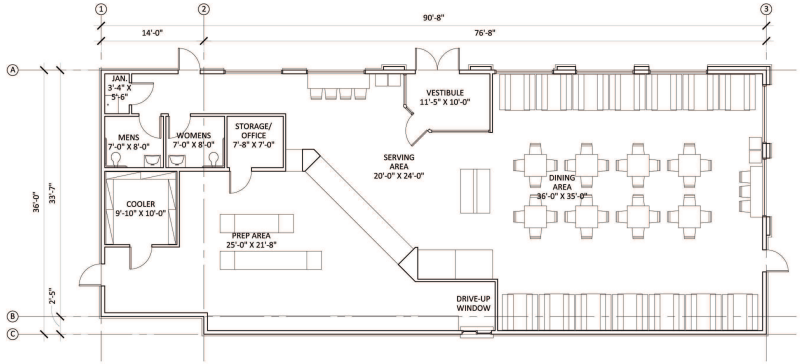
FAST FOOD EAST ELEVATION SCALE: 1/8"=1'-0" 4



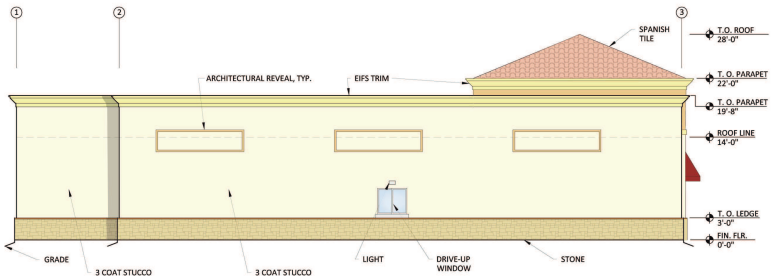
FAST FOOD WEST ELEVATION SCALE: 1/8"=1'-0" 3



FAST FOOD NORTH ELEVATION SCALE: 1/8"=1'-0" 2



FAST FOOD FLOOR PLAN SCALE: 1/8"=1'-0" 9



FAST FOOD SOUTH ELEVATION SCALE: 1/8"=1'-0" 1

ANDOSCIA | ARCHITECTURE
10120 SOUTH EASTERN AVENUE, SUITE 115
HENDERSON, NEVADA 89052
(702) 355-6614
CIVIL: N/A
LANDSCAPE ARCH.: N/A
STRUCTURAL: N/A
M, P & E: N/A

CRYSTAL VIEW CAPITAL
FUND 1, L.L.C.
RETAIL DEVELOPMENT
SAHARA & STOCKTON
LAS VEGAS, NEVADA 89141
JURISDICTION: LAS VEGAS, NEVADA

PROJ. NO.:	001614.00
DATE:	16DEC14
DRAWN BY:	JMA
ARCHITECT:	JMA
CHECKED:	JMA

REVISIONS:
1
2
3
4

SHEET TITLE
FLOOR PLANS & EXTERIOR ELEVATIONS

ANDOSCIA ARCHITECTURE
© 2014
THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR FOR THE CRYSTAL VIEW CAPITAL FUND 1 RETAIL DEVELOPMENT, LAS VEGAS, NEVADA . THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT APPROVAL AND PARTICIPATION OF ANDOSCIA ARCHITECTURE. REPRODUCTION IS PROHIBITED.

FOR

A2.1

Revised 02/27/17

DESIGN REVIEW

EOT-68925

MATERIALS LIST

CRYSTAL VIEW CAPITAL FUND 1, LLC RETAIL DEVELOPMENT



ROOFING MATERIAL

SPANISH TILE
COLORS AS SHOWN IN PHOTOGRAPH



WALLS AND PARAPETS

3 COAT STUCCO SYSTEM WITH EIFS TRIM
COLORS AS SHOWN IN PHOTOGRAPH



STOREFRONT SYSTEM & CANOPY

BRUSHED ALUMINUM STOREFRONT WITH
LOW-E GLASS AND CANVAS CANOPY
COLORS AS SHOWN IN PHOTOGRAPH



STONE ACCENT

LINEAR EARTH TONE STONE VENEER
COLORS AS SHOWN IN PHOTOGRAPH



EXTERIOR LIGHTS

LED WALL PACK
COLOR AS SHOWN IN PHOTOGRAPH

PRJ-68897
02/27/17

ANDOSCIA | ARCHITECTURE
10120 South Eastern Avenue, Suite 115 • Henderson, Nevada 89052 • (702) 355-6614 • jason@andosciaarchitecture.com

EOT-68925

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

February 23, 2015

Mr. Matthew Ricciardella
Crystal View Capital Fund IA LLC
2009 Amber Stone Ct.
Las Vegas, Nevada 89134

RE: SDR-57031 [PRJ-56817] - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-57029 AND ZON-57030
CITY COUNCIL MEETING OF FEBRUARY 18, 2015

Dear Applicant:

The City Council at a regular meeting held February 18, 2015 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 3,240 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH on 0.84 acres located at the northeast corner of Sahara Avenue and San Jose Avenue (APNs 162-02-811-155 through 163), R-1 (Single Family Residential) and R-2 (Medium-Low Density Residential) Zone [Proposed Zone: C-1 (Limited Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on February 19, 2015. This approval is subject to:

Planning

1. Approval of General Plan Amendment (GPA-57029) and Rezoning (ZON-57030) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 12/17/14, except as amended by conditions herein.

4. An Exception from Title 19.08.110 is hereby approved, to allow one less landscape islands/trees than required for a parking lot.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

PRJ-68897
02/27/17

EOT-68925

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

9. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Where such does not already exist, dedicate a 30-foot radius at both the northeast corner of Sahara Avenue and San Jose Avenue and at the northwest corner of Sahara Avenue and Stockton Avenue concurrent with development of this site.

12. In accordance with code requirements of Title 13.56, remove all substandard offsite improvements and unused driveways adjacent this site and replace with new improvements meeting Current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

13. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222.1.

14. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

PRJ-68897
02/27/17

EOT-68925

15. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

16. As appropriate, submit an Encroachment Agreement to the City of Las Vegas or obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements, if any, in the Sahara Avenue, San Jose Avenue and Stockton Avenue public rights-of-way adjacent to this site. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

17. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

Sincerely,

Jacquie Miller

Jacquie Miller
Deputy City Clerk for
LuAnn D. Holmes, MMC, Acting City Clerk

cc: Mr. George Garcia
G.C. Garcia, Inc.
1055 Whitney Ranch Drive, Ste. 210
Henderson, Nevada 89014

PRJ-68897
02/27/17

EOT-68925

February 3, 2017

Tom Perrigo, Director
Planning Department
City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Fast Food at Sahara & Eastern (San Jose)
Request an Extension of Time (EOT) for a Site Development Review (SDR-57031) for a Fast Food Restaurant with a Drive Through at the NEC, Sahara & San Jose
APN#s: 162-02-811-155, 156, 157, 158, 159, 160, 161, 162, & 163

Dear Mr. Perrigo:

On behalf of our client, Park Bench, LLC, please accept this justification letter for an Extension of Time (EOT) for a Site Development Review (SDR-57031) for a fast food restaurant with a drive through on the northeast corner of Sahara and San Jose. This is the first request for an Extension of Time.

The 0.89+/- acre site is currently Service Commercial land use with C-1 zoning. The project is located near the intersection of Sahara and Eastern, both of which are major arterials.

Our client recently purchased this location and is requesting a two year extension of time of the approved Site Development Review (SDR-57031) in order to secure final plans & financing for the development of the property.

SUMMARY JUSTIFICATION:
This project replaces vacant, underutilized land that is currently a target for vandalism. The commercial development, which is ideally located along a primarily commercial zoned corridor, has existing infrastructure and easy access to major roadways. It adds to tax base, creates jobs, in the City. The request for an extension of time will allow for the new owners to develop plans for the project.

We would appreciate your favorable consideration of this project. Should you have any questions or concerns regarding this request, please contact this office.

Sincerely,

for George Garcia
President

GCG:ac

EOT-68925

PRJ-68897
02/27/17

GCGARCIA
A Planning & Development Services Corporation
1055 Whitney Ranch, Suite 210, Henderson, Nevada 89014-3205
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 5, 2017

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