Carolyn G. Goodman, Mayor (At-Large)
Stavros S. Anthony, Mayor Pro Tem (Ward 4)
Brian Knudsen (Ward 1)
Victoria Seaman (Ward 2)
Olivia Diaz (Ward 3)
Cedric Crear (Ward 5)
Michele Fiore (Ward 6)

City Manager Jorge Cervantes
City Attorney Bryan K. Scott
City Clerk LuAnn D. Holmes

City Council Agenda

Council Chambers · 495 South Main Street · Phone 702-229-6011
City of Las Vegas Internet Address: www.lasvegasnevada.gov

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.

March 3, 2021
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

Should you choose to attend in person, a medical screening will be administered before you can enter the building. Alternatively, any and all persons are encouraged to send comments and written objections electronically prior to the meeting via e-mail to meetingcomments@lasvegasnevada.gov, by mailing to the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101 or fax to (702) 382-4803. E-mails must contain the meeting name, date and item number in the subject. E-mails received up to an hour before the meeting will be considered public record, read during the meeting where appropriate and will be included in the backup. A time limit may be imposed on the e-mails read for the record.

Online comments can also be submitted via the City's website at www.lasvegasnevada.gov/councilcomment during the City Council meeting. All comments received during the meeting will be considered public record, read where appropriate and included in the backup. Comments received on a Public Hearing item after action has been taken will not be read but will be included in the backup. A time limit may be imposed on the comments read for the record.

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, made possible through underwriting from The Warren

Group. Please note customers of Cox Communications can view this program in High Definition on Channel 1002 and in Standard Definition on Channel 2. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The City 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 Regarding: Compliance with Open Meeting Law
3. Invocation - Pastor David Dendy, Mountain View Presbyterian Church
4. Pledge of Allegiance

BUSINESS ITEMS - 9 A.M. SESSION

PUBLIC COMMENT

5. Public comment during this portion of the Agenda must be limited to matters on the Agenda for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.

BUSINESS ITEMS - 9 A.M. Session

6. For Possible Action - Any items from the 9 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.
7. For possible action to approve the Final Minutes by reference of the February 3, 2021 Regular City Council Meeting

CONSENT AGENDA

Matters listed on the Consent Agenda are considered to be routine and have been recommended for approval by the Submitting Departments. All items on the Consent Agenda may be approved in a single motion. However, if a Council Member so requests, any consent item may be moved to the discussion portion of the agenda and other action, including postponement or denial of the item, may take place.

CITY ATTORNEY - CONSENT

8. For possible action to approve settlement of Charlene Bynum, Individually, and as the Guardian of the Estate of Ronald Bynum v. City of Las Vegas, Michelle Freeman, et al., Case No. 2:17-cv-2102-APG and Case No. 2:18-cv-00354-APG in the United States District Court, District of Nevada ($160,000 - Tort Liability Fund) - All Wards

FINANCE - PURCHASING AND CONTRACTS - CONSENT

9. For possible action to approve award of Amendment No. 1 to Contract No. 180176-DC, Las Vegas Boulevard Improvements - Stewart Avenue to Washington Avenue - Department of Public Works - Award recommended to: WSP USA SOLUTIONS, INC. ($424,972 - Road and Flood Capital Projects Fund) - Ward 5 (Crear)
10. For possible action to approve award of Bid No. 210005-BW REV, Bulk Unleaded Fuel, to the lowest responsive and responsible bidder - Department of Operations and Maintenance - Award recommended to: SENERGY PETROLEUM, LLC. (Not-to-Exceed $620,190 Annually/Total Contract Amount Not-to-Exceed $3,100,950 - Automotive Services Internal Service Fund) - All Wards
11. For possible action to approve award of Contract No. 210159-DD, Prime Design Services Contract for Regional Pickleball Complex at Wayne Bunker Park, located at 7351 West Alexander Road - Department of Public Works - Award recommended to: SOUTHWICK LANDSCAPE ARCHITECTS ($336,523 - Parks and Leisure Capital

Projects Fund) - Ward 4 (Anthony)

12. For possible action to approve award of Bid No. 19.69144-SK, Sewer Rehabilitation Group G, located on Vegas Drive from Wintergreen Drive to Shadow Mountain Place and on Tenaya Way from Vegas Drive to Lake Mead Boulevard, to the lowest responsive and responsible bidder - Public Works - Award recommended to: TAB CONTRACTORS, INC. ($8,983,770 - Sanitation Enterprise Fund) - Wards 1 and 5 (Knudsen and Crear)

OFFICE OF GOVERNMENT AND COMMUNITY AFFAIRS - CONSENT

13. For possible action to approve the ratification of Krysan Williams in a Council support position as a Special Assistant to Council in the Ward 6 office ($59,625 + Benefits - General Fund) - Ward 6 (Fiore)

OPERATIONS AND MAINTENANCE - CONSENT

14. For possible action to approve a Purchase Agreement and Joint Escrow Instructions between Larry Ramirez Leon, Trustee of the Hector Ramirez and Maricela Leon Living Trust, dated October 1, 2018, and the City of Las Vegas for the purchase of land located in the vicinity of Washington Avenue and Lamb Boulevard, APN 140-29-212-009 ($535,000 plus closing costs - Park Bond) - Ward 3 (Diaz)

15. For possible action to approve a Las Vegas Valley Water District (LVVWD) Non-Exclusive Easement from the City of Las Vegas to service the Historic Westside Legacy Park project located in the vicinity of West Lake Mead Boulevard and North Martin Luther King Boulevard, APN 139-21-313-025 - Ward 5 (Crear)

PLANNING - BUSINESS LICENSING - CONSENT

16. For possible action to approve a Non-Operational Tavern-Limited License for a Change of Ownership FROM: VIVA LAS VEGAS THEMED WEDDINGS, INC. TO: VIVA LAS VEGAS CENTER, INC. dba VIVA LAS VEGAS CENTER, INC. at 1201 South Las Vegas Boulevard, Suite #110 [Ilan Gorodezki, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

17. For possible action to approve a Non-Operational Banquet or Event Establish - Liquor License for a Change of Ownership FROM: VIVA LAS VEGAS THEMED WEDDINGS, INC. TO: VIVA LAS VEGAS CENTER, INC. dba VIVA LAS VEGAS CENTER, INC. at 1201 South Las Vegas Boulevard, Suite #110 [Ilan Gorodezki, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

18. For possible action to approve a Non-Operational Beer Wine Room License for a Change of Ownership FROM: VIVA LAS VEGAS THEMED WEDDINGS, INC. TO: VIVA LAS VEGAS CENTER, INC. dba VIVA LAS VEGAS CENTER, INC. at 1205 South Las Vegas Boulevard [Ilan Gorodezki, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

PUBLIC WORKS - CONSENT

19. For possible action to approve First Amendment to Interlocal Agreement between the City of Las Vegas (CLV) and Clark County (County) to provide for the adjustment of two (2) sewer siphon vaults located near the Las Vegas Wash and Sloan Lane as part of the Sandhill Owens Relief Sewer Project - Ward 3 (Diaz)

20. For possible action to approve First Supplemental Interlocal Contract LAS29F20 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to increase funding for construction of the Flamingo - Boulder Highway North, Charleston - Boulder Highway to Maryland Parkway and Maryland Parkway System ($8,360,160 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

21. For possible action to approve a Sewer Over-Sizing and Extension Refunding Agreement between the City of Las Vegas (CLV) and Meadows Owner, LLC for an over-sized sewer generally located in Meadows Lane between Decatur Boulevard and Valley View Boulevard ($696,757.93 - Sanitation Fund) - Ward 1 (Knudsen)

RESOLUTIONS - CONSENT

22. R-9-2021 - For possible action to approve a Resolution concerning City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2022); determining the cost to be assessed and authorizing, ordering and directing the City Engineer to prepare the Final Assessment Roll and providing the effective date hereof - Ward 1 (Knudsen)

23. R-10-2021 - For possible action to approve a Resolution concerning City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2022); fixing the time and place when complaints, protests, and objections to the Final Assessment Roll for the District will be heard; providing for the manner of giving notice of the Hearing on the Final Assessment Roll; prescribing other details in connection therewith; ratifying all action taken consistent with the provisions hereof; and providing the effective date hereof - Ward 1 (Knudsen)

24. R-11-2021 - For possible action to approve a Resolution concerning City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street); determining the cost to be assessed and authorizing, ordering and directing the City Engineer to prepare the Final Assessment Roll for FY2022 and providing the effective date hereof - Ward 3 (Diaz)

25. R-12-2021 - For possible action to approve a Resolution concerning City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2022 (Las Vegas Boulevard to 8th Street); fixing the time and place when complaints, protests, and objections to the Final Assessment Roll for the District will be heard; providing for the manner of giving notice of the Hearing on the Final Assessment Roll; prescribing other details in connection therewith; ratifying all action taken consistent with the provisions hereof; and providing the effective date hereof - Ward 3 (Diaz)

26. R-13-2021 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Unit Incentive Program (MFR-UIP) Agreement between the RDA and LMNOP Properties, LLC (Owner), to participate with the developer on renovations of a 20-unit residential property located at 828 F Street (APN 139-27-310-008), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 5 (Crear) [NOTE: This item is related to RDA Item 4 (RA-5-2021)

27. R-14-2021 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Visual Incentive Program (MFR-VIP) Agreement between the RDA and LMNOP Properties LLC (Owner) located at 828 F Street (APN 139-27-310-008), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 5 (Crear) [NOTE: This item is related to RDA Item 5 (RA-6-2021)]

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

28. Report by Jorge Cervantes, City Manager, regarding the Arbitration Findings and Decision for the Las Vegas Peace Officers Association (LVPOA) and the City of Las Vegas

29. Report by Jorge Cervantes, City Manager, and discussion for possible action regarding a new one-year collective bargaining agreement between the Las Vegas Peace Officers Association (LVPOA) and the City of Las Vegas (Not-to-Exceed $850,331 - General Fund) - All Wards

PLANNING - BUSINESS LICENSING - DISCUSSION

30. Discussion for possible action regarding a Beer/Wine/Cooler On-Sale License for AL-WAHHAB INC. dba CICIS PIZZA at 309 North Nellis Boulevard, Suite #120 [Billawal Ali Badruddin, President, Treasurer, Secretary, Director, Shareholder] - Ward 3 (Diaz)

BOARDS AND COMMISSIONS - DISCUSSION

31. Discussion for possible action regarding the reappointment of William McCurdy to a Ward 5 seat of the Parks and Recreation Advisory Commission

32. Discussion for possible action regarding the appointment of nominee Thomas Prato to the Commission for the Las Vegas Centennial

33. Discussion for possible action regarding the appointment of nominee Valerie Craig to the Southern Nevada Regional Housing Authority

34. Discussion for possible action regarding the appointment of nominee Heidi Gustafson to the Ward 2 seat of the Arts Commission

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

35. Bill No. 2021-8 - For possible action - Amends LVMC 19.12.070, as it pertains to cannabis dispensaries, to remove the prohibition of drive-through facilities. Sponsored by: Councilwoman Michele Fiore

NEW BILLS

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.

36. Bill No. 2021-9 - Amends the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector. Proposed by: Mike Janssen, Executive Director of Community Development

37. Bill No. 2021-10 - Amends the Town Center Development Standards Manual to allow for animated signs within nonresidential districts, subject to specified limitations and restrictions. Sponsored by: Councilwoman Michele Fiore

CLOSED SESSION

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

PLANNING

The items listed below, where appropriate, have been reviewed by the various City departments relative to the requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and Building and Fire regulations. Their comments and/or requirements have been incorporated into the action.

PLANNING - DISCUSSION

39. 20-0346 - ABEYANCE ITEM - NONPUBLIC HEARING - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC - For possible action on the following Land Use Entitlement project requests on 0.80 acres at the southeast corner of Gass Avenue and 1st Street (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Diaz). Staff recommends DENIAL on the Land Use Entitlement project.

    39a. 20-0346-EOT1 - ABEYANCE ITEM - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - For possible action on a request for an eighth Extension of Time of an approved Site Development Plan Review (SDR-25265) FOR A PROPOSED 50-STORY MIXED-USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS

    39b. 20-0346-EOT2 - ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - For possible action on a request for an eighth Extension of Time of an approved Special Use Permit (SUP-25267) FOR A PROPOSED 550-FOOT BUILDING WITHIN THE A-O (AIRPORT OVERLAY) DISTRICT WHERE THE HEIGHT LIMITATION IS 200 FEET

    39c. 20-0346-EOT3 - ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - For possible action on a request for an eighth Extension of Time of an approved Special Use Permit (SUP-25268) FOR A MIXED-USE DEVELOPMENT

40. 20-0347 - ABEYANCE ITEM - NONPUBLIC HEARING - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC - For possible action on the following Land Use Entitlement project requests on 0.48 acres at the northeast corner of Hoover Avenue and 1st Street (APNs 139-34-410-021 and 022), C-2 (General Commercial) Zone, Ward 3 (Diaz). Staff recommends DENIAL on the Land Use Entitlement project.

    40a. 20-0347-EOT1 - ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - For possible action on a request for an eighth Extension of Time of an approved Special Use Permit (SUP-25070) FOR A PROPOSED MIXED-USE DEVELOPMENT

    40b. 20-0347-EOT2 - ABEYANCE ITEM - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - For possible action on a request for an eighth Extension of Time of an approved Site Development Plan

Review (SDR-25072) FOR A PROPOSED 14-STORY MIXED-USE DEVELOPMENT INCLUDING 5,000 SQUARE FEET OF COMMERCIAL SPACE AND 130 RESIDENTIAL CONDOMINIUM UNITS

41. 20-0092 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: MAIN STREET INVESTMENTS II, LLC - For possible action on a Council Review of the Approval by the Planning Commission on the following Land Use Entitlement project requests on 0.48 acres at 1205 South Main Street and 1208 South Casino Center Boulevard (APNs 162-03-105-011 and 162-03-110-067), C-M (Commercial-Industrial) and C-1 (Limited Commercial) Zones, Ward 3 (Diaz). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (4-2-1 vote) APPROVED the Land Use Entitlement project.

41a. 20-0092-SUP1 - ABEYANCE ITEM - FOR AN OPEN AIR VENDING USE

41b. 20-0092-SDR1 - ABEYANCE ITEM - FOR A PROPOSED OUTDOOR FOOD COURT AND DINING AREA WITH WAIVERS OF APPENDIX F INTERIM DOWNTOWN LAS VEGAS DEVELOPMENT STANDARDS

REPORTS AND PRESENTATIONS

42. Report by City Staff and the Las Vegas Metropolitan Police Department (LVMPD) regarding the efforts of the Homeless Coordinated Response Team involving outreach and support services - All Wards

SET DATE

43. 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

44. 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 EMERGING ISSUES

Comments made by Council members during this portion of the agenda must refer solely to proposals for future agenda item topics to be brought before the Council for consideration and action at a later date. Any discussion must be limited to whether or not such proposed items shall be placed on a future agenda and no discussion regarding the substance of any such proposed topic shall occur. No action shall be taken.

45. Discussion regarding potential items for future City Council agendas - All Wards

COUNCIL MEMBER RECOGNITION

46. 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
IN ACCORDANCE WITH THE STATE OF NEVADA EXECUTIVE DEPARTMENT
DECLARATION OF EMERGENCY DIRECTIVE 006
The City of Las Vegas website – www.lasvegasnevada.gov
and
The Nevada Public Notice Website – notice.nv.gov

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Pastor David Dendy, Mountain View Presbyterian Church

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
5

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
6

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For Possible Action - Any items from the 9 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
7

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the February 3, 2021 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
8

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Bryan K. Scott

SUBJECT:
For possible action to approve settlement of Charlene Bynum, Individually, and as the Guardian of the Estate of Ronald Bynum v. City of Las Vegas, Michelle Freeman, et al., Case No. 2:17-cv-2102-APG and Case No. 2:18-cv-00354-APG in the United States District Court, District of Nevada ($160,000 - Tort Liability Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $160,000
Funding Source: Tort Liability Fund
Dept./Division: Public Safety

PURPOSE/BACKGROUND:
On or about August 17, 2017, and thereafter, the City, along with Director Michele Freeman and 36 Corrections Officers were served with copies of Summonses and a Complaint in the matter of Charlene Bynum, Individually, and as the Guardian of the Estate of Ronald Bynum v. City of Las Vegas, Michelle Freeman, et al, Case Nos. 2:17-cv-2102-APG and 2:18-cv-0354-APG in the United States District Court, District of Nevada. Claimants' allegations concerned personal injuries, deprivation of medical care, loss of consortium, and violations of his civil rights during his incarceration at the City of Las Vegas Detention Center - actions which caused Ronald Bynum to lapse into a coma, in which he remains to this day. After lengthy discovery and a settlement conference, the Claimants have agreed to accept $160,000 as and for a complete settlement, dismissal of the action against all City defendants with prejudice, and a release of all of their claims.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
9

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Amendment No. 1 to Contract No. 180176-DC, Las Vegas Boulevard Improvements - Stewart Avenue to Washington Avenue - Department of Public Works - Award recommended to: WSP USA SOLUTIONS, INC. ($424,972 - Road and Flood Capital Projects Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $424,972
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The contract was approved by City Council on February 7, 2018 to provide services for the preparation of design documents to upgrade and widen Las Vegas Boulevard. Amendment No. 1 will provide additional design services for a revised horizontal layout of Las Vegas Boulevard. This Amendment will increase the contract amount by $424,972, from $1,803,627 to $2,228,599. WSP USA Solutions, Inc. has a local office in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R- 20-2017.

BACKUP DOCUMENTATION:
1. Amendment No. 1 to Contract No. 180176-DC
2. Certificate - Disclosure of Ownership-Principals

AMENDMENT NO. 1

180176-DC, Las Vegas Boulevard Improvements-Stewart Avenue to Washington Avenue

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and WSP USA Solutions, Inc. (formerly Louis Berger US, Inc), a Corporation (hereinafter the "Company") having its principal office located at 412 Mount Kemble Avenue, Morristown, NJ 07962.

WHEREAS, the City and the Company have entered into that certain 180176-DC, Las Vegas Boulevard Improvements-Stewart Avenue to Washington Avenue, Contract dated February 28, 2018 (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to perform additional engineering design services.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Contract:

1. See attached Exhibit A-1, Scope of Services.

2. Exhibit B-1, All submittal requirements are outlined in Exhibit A-1, Scope of Services.

3. See attached Exhibit "C-1" Performance Schedule change allowed to complete these additional services.

4. Exhibit "D-1" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $424,972.00 from $1,803,627.00 to $2,228,599.00.

5. No revisions to Exhibit "E" Additional Compensation.

6. No revisions to Exhibit "F" Key Personnel List.

7. A new Exhibit "G-1" Disclosure of Ownership/Principals is attached

8. The Parties represent and acknowledge that as of the date of this Amendment No. 1, neither party (i) is in default under the terms of the Contract; (ii) has any defense, set off, or counterclaim to the enforcement by either party of the terms of the Contract; and (iii) is aware of any action or inaction by either party that would constitute a default by either party under the Contract.

9. In the event of a conflict between any provision(s) of the Contract and of this Amendment No. 1, this Amendment No. 1 shall control.

10. In all other respects, the Contract is hereby ratified and confirmed, in full.

11. Counterparts. This Amendment No. 1 may be executed in counterparts, all such counterparts will constitute the same Contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Tonya Kemble, Purcahasing Manager

WSP USA Solutions Inc

02/02/2021

Thomas G. Lewis, P.E., President & CEO Date

ATTEST:

LUANN D. HOLMES, MMC Date

City Clerk

APPROVED AS TO FORM:

John S. Ridilla 1/28/21

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONTRACT AMENDMENT NO. 1

EXHIBIT A-1 SCOPE OF SERVICES

180176-DC, Las Vegas Boulevard Improvements-Stewart Avenue to Washington Avenue

Background

On February 28th, 2018, WSP Solutions USA Inc (formerly Louis Berger US, Inc.), a Corporation, entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services including preparation of contract drawings, special provisions, cost estimates and reports for Las Vegas Boulevard Improvements - Stewart Avenue to Washington Avenue. A detailed scope of services for the project is included in the Prime Design Services Contract.

The scope of services to be provided under the terms of this Contract Modification consist of revisions to the design of Las Vegas Boulevard from Stewart Avenue to Washington Avenue to incorporate the following changes:

- Revise the horizontal layout of Las Vegas Blvd between I-515 and Washington Avenue by shifting (6' min. to 45' max.) the alignment to the west to avoid the impacts to APN # 139-27-804-001, APN # 139-27-812-009, and APN # 139-27-812-010 while minimizing the impacts to APN # 139-27-805-002, APN # 139-27-812-007 and APN # 139-27-812-008.
- Reconstruct and re-profile between Stewart Avenue and I-515, including median, to extend the I-515 NB on-ramp left turn lanes by 200' south of I-515 SB ramp intersection with Las Vegas Boulevard.
- Reduce the two northbound widths through lanes between I-515 to Bonanza Road to 10.5' from 11' to avoid the impacts to APN # 139-27-804-001.
- Redesign the layouts of Las Vegas Boulevard intersections with I-515 southbound ramp, Bonanza Road, Cashman Center, and Washington Avenue.
- Reduce the sidewalk width on both sides of Las Vegas Boulevard to 15' from the current design of 20' from Stewart Avenue to Washington Avenue.
- Reduce bike buffer widths from 3' to 2' and reduce the bike lane widths from 5' to 4' from Stewart Avenue to Washington Avenue.
- Narrow the median widths between Bonanza Road and Washington Avenue:
    - Reduce the median widths near Bonanza Road from 58' to 43'.
    - Reduce the median widths near Cashman Center from 58' to 33'.
- Eliminate the third southbound lane and the bus pullout north of Washington Avenue from the current design to reduce impacts to APN # 139-27-604-004.
- Redesign eleven retaining walls to match the revised roadway layout.
- Revise striping, signing, street lighting, ITS, and Smart City infrastructure design from I-515 to Washington Avenue.

- Redesign five traffic signals to match the revised Las Vegas Boulevard intersection layouts with I-515 southbound ramps, I-515 northbound ramps, Bonanza road, Cashman Center, and Washington Avenue.
- Revise the design of the mid-block pedestrian crossing signal at Wilson Avenue.
- Revise the proposed storm drain mainlines and inlets to accommodate the design changes:
  - Revise and adjust the west side storm drain from I-515 to Cashman Center to match the revised roadway layout and avoid conflict with new median locations.
  - Remove or abandon the existing east side RCP storm drain under the new proposed sidewalk from I-515 to McWilliams Avenue and design a new 48-inch RCP storm drain on the east side.
  - Revise the inlets and laterals design from I-515 to Washington Avenue.

103.R. 70% REDESIGN PHASE

Resubmit the 70% design phase by incorporating the design changes.

103.1.2.16.R. SUE-Existing Utility Relocation Plan

Update SUE-existing utility plans as defined in Task 103.1.2.16 of the Contract to match the new design.

103.1.1.R. Draft Technical Drainage Report

Update 70% technical drainage report; and relevant hydrology and hydraulic calculations as defined in the Task 103.1.1 of the Contract to match the new design.

103.1.2.R. 70% Design Phase Plans

Prepare the following design plans as defined in the Task 103.1.2 of the Contract to match the new design.

- Horizontal Control (3 sheets)
- Removal Plans (5 sheets)
- Construction Plans (5 sheets)
- Roadway Profiles (6 sheets)
- Typical Sections (9 sheets)
- Geometric Plans (15 sheets)
- Grading Plans (after updating Civil 3D DTM) (11 sheets)
- Off-Site Improvement Plans (15 sheets)
- Right-of-way Plans (11 sheets)
- Permanent Signing Plans (10 sheets)
- Permanent Striping Plans (6 sheets)
- Traffic Signal Plans (18 sheets)
- Lighting Plans (7 sheets)
- Storm Drain Plans (5 sheets)

- Storm Drain Lateral Profiles (8 sheets)
- Utility Plans (5 sheets)
- Retaining Wall Plans, Profiles, and Details (13 sheets)

103.1.3.R. 70% Design Phase Construction Cost Estimate

Update 70% design phase construction cost estimate as defined in the Task 103.1.3 of the Contract to match the new design.

103.1.4.R. 70% Design Phase Special Provisions

Update 70% design phase special provisions as defined in the Task 103.1.4 of the Contract to match the new design.

103.1.5.R. ADA/PROWAG Memorandum

Update the ADA/PROWAG memorandum as defined in the Task 103.1.5 of the Contract to match the new design.

104.R. 90% DESIGN PHASE

This submittal will include further refinement of the 70% Design Phase Submittal and response to comments as defined in Task 104 of the Contract.

104.1.1.R. 90% Design Phase Plans

- Horizontal Control
- Removal Plans
- Construction Plans
- Roadway Profiles
- Typical Sections
- Geometric Plans
- Grading Plans (after updating Civil 3D DTM)
- Off-Site Improvement Plans
- Right-of-way Plans
- Permanent Signing Plans
- Permanent Striping Plans
- Traffic Signal Plans
- Lighting Plans
- Storm Drain Plans
- Storm Drain Lateral Profiles
- Utility Plans
- Retaining Wall Plans and Profile

EXHIBIT C-1 PERFORMANCE SCHEDULE

180176-DC, Las Vegas Boulevard Improvements-Stewart Avenue to Washington Avenue

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
70% REDESIGN PHASE	120	From NTP of Amendment No.1
90% DESIGN PHASE	90	Following the receipts of the comments on the 70% Redesign phase
TOTAL CALENDAR DAYS TO COMPLETE:	**210**	

EXHIBIT D-1: AMENDMENT NO. 1

FEE BREAKDOWN

TASK	DESCRIPTION	Lump Sum Task Amounts
103.R	**70% REDESIGN PHASE**	
103.1.2.16.R	SUE-Existing Utility Location Plan	**$ 3,958.00**
103.1.1.R	Draft Technical Drainage Report	**$ 19,396.00**
103.1.2.R	70% Design Phase Plans	**$ 213,280.00**
103.1.3.R	70% Design Phase Construction Cost Estimate	**$ 8,056.00**
103.1.4.R	70% Design Phase Special Provisions	**$ 5,082.00**
103.1.5.R	ADA/PROWAG Memorandum	**$ 1,920.00**
103.R	**103.R Subtotal Fee**	**$ 251,692.00**
104.R	**104.R: 90% DESIGN PHASE**	
104.1.1.R	90% Design Phase Plans	**$ 173,280.00**
104.R	**104.R Subtotal Fee**	**$ 173,280.00**
	Total Amendment Fee	**$ 424,972.00**

EXHIBIT "G-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 Resolutions 79-99, 105-99 and RA-4-99, 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: WSP USA SOLUTIONS INC. (formerly Louis Berger US, Inc.)	
Address: 300 South 4th Street, Suite 1200	**City / ST / Zip:** Las Vegas, NV 89101
Telephone: 725-724-4400	**EIN or DUNS :** 13-3622707
Block 2: Description / Subject Matter of Contract	
Services for: Las Vegas Boulevard Improvements, Stewart Avenue to Washington Avenue	**Project Number:** 180176-DC

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	Thomas G. Lewis/President & CEO	412 Mt. Kemble Avenue, Morristown, NJ 07962	201-247-8921
2	Lewis P. Cornell/Executive Vice President	1100 Town and Country Rd, Suite 200, Orange, CA 92868	714-564-2799
3	Andrew C. Esposito/Sr. Vice Pres. & Treasurer	1100 Town and Country Rd, Suite 200, Orange, CA 92868	714-564-2701
4	Joseph G. Pulicare/Sr. Vice President	One Penn Plaza, New York, NY 10119	407-587-7900
5	Andrew Lynn/Vice President	One Penn Plaza, New York, NY 10119	212-631-3766
6	W. Stephen Dale/Secretary	One Penn Plaza, New York, NY 10119	212-465-5064
7	Hillary F. Jassey/Asst. Secretary	One Penn Plaza, New York, NY 10119	212-465-5632
8	Mark Sadowski/Asst. Secretary	412 Mt. Kemble Avenue, Morristown, NJ 07962	973-407-1044
9	Michael J. Abrahams/Board Director	One Penn Plaza, New York, NY 10119	212-465-5185
10	Bernard P. McNeilly/Board Director	One Penn Plaza, New York, NY 10119	609-512-3511
11	Richard L. Rome/Board Director	3102 Oak Lawn Ave, Suite 450, Dallas, TX 75219	214-237-6702

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

Thomas G. Lewis
President

December 16, 2020
Date

Subscribed and sworn to before me this 16th day of December, 2020

Notary Signature

BERNICE V. CALPO MELEE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 20, 2025
Comm. No. 2077129

EXHIBIT "G-1"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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Services for: Las Vegas Boulevard Improvements, Stewart Avenue to Washington Avenue	**Project Number:** 180176-DC

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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7	Hillary F. Jassey/Asst. Secretary	One Penn Plaza, New York, NY 10119	212-465-5632
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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 Thomas G. Lewis

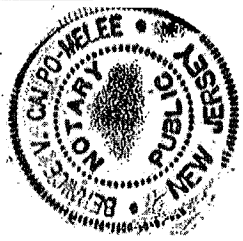
December 16, 2020 President

Date

Subscribed and sworn to before me this 16th day of December, 2020

Notary Signature

BERNICE V. CALPO MELEE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 20, 2025
Comm. No. 2077129



AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
10

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Bid No. 210005-BW REV, Bulk Unleaded Fuel, to the lowest responsive and responsible bidder - Department of Operations and Maintenance - Award recommended to: SENERGY PETROLEUM, LLC. (Not-to-Exceed $620,190 Annually/Total Contract Amount Not-to-Exceed $3,100,950 - Automotive Services Internal Service Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $620,190 Annually/Total Contract Amount Not-to-Exceed $3,100,950
Funding Source: Automotive Services ISF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
This contract provides for the purchase of unleaded gasoline for use in the City's fleet of vehicles. Unleaded fuel will be delivered to the City's various fuel storage tanks as needed, for official use only by City employees. Senergy Petroleum, LLC has a local office in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended from date of award through February 28, 2022 with four (4) one-year options to renew, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Bid Abstract

BID ABSTRACT
200005-BW (REV) Bulk Unleaded Fuel
Bid Date: January 28, 2021

City of Las Vegas - Finance Department
Puchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

				Senergy Petroleum		Rebel Oil Company, Inc.		Mansfield Oil Company of Gainesville, Inc.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Mark-UP Over - Cost Cents Per Gallon, based on the OPIS Las Vegas Thursday 10am Contract Pricing for Unbranded Gasoline. (Enter assumed OPIS price per gallon of $2.00 plus bidders mark-up) Example: Enter $2.25 if the mark-up is $0.25 ($2.00 + $0.25)	300000	GALLONS	$1.98	$594,000.00	$1.96	$588,000.00	$1.9401	$582,030.00
2	Delivery Charge - Price Per Gallon: 500 Gallons or less	7500	Gallons	$0.245	$1,837.50	$0.2875	$2,156.25	$0.9713	$7,284.75
3	Delivery Charge - Price Per Gallon: 501 to 1,000 Gallons	43000	Gallons	$0.13	$5,590.00	$0.1755	$7,546.50	$0.3563	$15,320.90
4	Delivery Charge - Price Per Gallon: 1,001 to 2,000 Gallons	100500	Gallons	$0.09	$9,045.00	$0.1465	$14,723.25	$0.1328	$13,346.40
5	Delivery Charge - Price Per Gallon:2,001 to 4,000 Gallons	118000	Gallons	$0.07	$8,260.00	$0.0759	$8,956.20	$0.0558	$6,584.40
6	Delivery Charge - Price Per Gallon:4,001 to 6,000 Gallons	20000	Gallons	$0.055	$1,100.00	$0.0195	$390.00	$0.0429	$858.00
7	Delivery Charge - Price Per Gallon:Greater than 6,001Gallons	11000	Gallons	$0.0325	$357.50	$0.019	$209.00	$0.032	$352.00
			TOTAL BID	**$620,190.00**		$621,981.20		$625,776.45	
			TOTAL BID INCLUSIVE OF PAYMENT TERMS	**$620,190.00**		**$621,981.20**		**$625,776.45**	
			PAYMENT TERMS	0% **Net 30**		0% **Net 30**		0% **Net 30**	
			DELIVERY TIME	**2 Days**		**2 Days**		**2 Days**	

Award recommended to Senergy Petroleum, LLC in the amount of $620,190.00 by:

Department Director or Designee: Tracee Scott Date: 2/4/2021

City Council - Page 30

BID ABSTRACT
200005-BW (REV) Bulk Unleaded Fuel
Bid Date: January 28, 2021

City of Las Vegas - Finance Department
Puchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

				Big Slick Oil		Offen Petroleum LLC		River City Petroleum	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Mark-UP Over - Cost Cents Per Gallon, based on the OPIS Las Vegas Thursday 10am Contract Pricing for Unbranded Gasoline. (Enter assumed OPIS price per gallon of $2.00 plus bidders mark-up) Example: Enter $2.25 if the mark-up is $0.25 ($2.00 + $0.25)	300000	GALLONS	$2.035	$610,500.00	$1.9835	$595,050.00	$2.19	$657,000.00
2	Delivery Charge - Price Per Gallon: 500 Gallons or less	7500	Gallons	$0.1895	$1,421.25	$0.55	$4,125.00	$0.53	$3,975.00
3	Delivery Charge - Price Per Gallon: 501 to 1,000 Gallons	43000	Gallons	$0.099	$4,257.00	$0.55	$23,650.00	$0.48	$20,640.00
4	Delivery Charge - Price Per Gallon: 1,001 to 2,000 Gallons	100500	Gallons	$0.059	$5,929.50	$0.20	$20,100.00	$0.44	$44,220.00
5	Delivery Charge - Price Per Gallon:2,001 to 4,000 Gallons	118000	Gallons	$0.035	$4,130.00	-$0.0165	-$1,947.00	$0.35	$41,300.00
6	Delivery Charge - Price Per Gallon:4,001 to 6,000 Gallons	20000	Gallons	$0.015	$300.00	-$0.0165	-$330.00	$0.19	$3,800.00
7	Delivery Charge - Price Per Gallon:Greater than 6,001Gallons	11000	Gallons	$0.01	$110.00	-$0.0165	-$181.50	$0.08	$880.00
			TOTAL BID	$626,647.75		$640,466.50		$771,815.00	
			TOTAL BID INCLUSIVE OF PAYMENT TERMS	$626,647.75		$640,466.50		$771,815.00	
			PAYMENT TERMS	0% Net 30		0% Net 30		0% Net 20 EFT	
			DELIVERY TIME	2 Days		2 Days		2 Days	

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
11

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Contract No. 210159-DD, Prime Design Services Contract for Regional Pickleball Complex at Wayne Bunker Park, located at 7351 West Alexander Road - Department of Public Works - Award recommended to: SOUTHWICK LANDSCAPE ARCHITECTS ($336,523 - Parks and Leisure Capital Projects Fund) - Ward 4 (Anthony)

FISCAL IMPACT:
Budget Funds Available
Amount: $336,523
Funding Source: Parks & Leisure CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for the design and preparation of contract drawings, special provisions, construction cost estimates, and reports. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1. (b), Professional Services. Southwick Landscape Architects has an office located in Henderson, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 210159-DD
2. Certificate - Disclosure of Ownership-Principals

PRIME DESIGN SERVICES CONTRACT
FOR
Regional Pickleball Complex at Wayne Bunker Park

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas, Nevada 89101, and Design Vision, Inc. dba: **Southwick Landscape Architects**, (the "Consultant"), **an S-Corp**, whose address is **1700 W. Horizon Ridge Pkwy, Ste. 203, Henderson Nv. 89012**.

PROJECT DESCRIPTION: The Regional Pickleball Complex at Wayne Bunker Park is planned to have 30 lighted concret pickleball courts with 10' fencing and windscreens. The pickleball complex will have shade canopies throughout w large shade canopies covering the chanmpionship courts. There will be a prototype concession, storage and restroom building. A lighted central plaza is envisioned along with lighted pathways and parking. The complex will include landscaping, and off-site improvements. .

WITNESSETH:

WHEREAS, the City intends to construct the Regional Pickleball Complex at Wayne Bunker 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 the Consultant to control and have 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 knowledge, skills and experience 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:

1.0 CONSULTANT RESPONSIBILITIES

1.1 ***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.

1.2 ***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.

1.3 ***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.

1.4 ***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.

1.5 ***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.

1.6 ***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.

1.7 ***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.

1.8 ***Responsibility for Construction Document Revisions***

1.8.1 ***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.

1.8.2 ***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 Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

2.0 CITY RESPONSIBILITIES

2.1 ***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 1.0 through 10.24 of this Contract.

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

2.3 **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.

2.4 ***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.

3.0 CHANGES TO CONSULTANT'S SERVICES

3.1 ***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.

3.2 ***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 10.19.2 and 10.19.3 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.

4.0 ADDITIONAL SERVICES OF CONSULTANT

4.1 ***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.

4.2 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any estimated 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.

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, 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:

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

5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,

5.1.3 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

5.1.4 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.

6.0 TERM OF CONTRACT

6.1 ***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 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

6.2 ***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.

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***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.

7.2 ***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.

7.3 ***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.

7.4 **Payment Invoicing.** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A (Scope of Services) and Exhibit D (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 10.19.1 of this Contract.

7.5 ***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 incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. 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 10.19 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

7.6 ***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.

8.0 PERFORMANCE SCHEDULE

8.1 ***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.

9.0 AUDIT: ACCESS TO RECORDS

9.1 ***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.

9.2 ***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.

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) 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.

9.4 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

10.0 MISCELLANEOUS PROVISIONS

10.1 ***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:

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 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.

10.2 ***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.

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

10.3.1 ***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:

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

10.3.1.2 (i) 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, (ii) 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, (iii) make a

general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

10.3.1.3 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

10.3.1.4 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.

10.3.2 ***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:

10.3.2.1 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 any additional cost for 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,

10.3.2.2 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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.19.

In the event that the City elects to implement 10.3.1 (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.

10.4 ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written Contract executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

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 by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

10.4.1 ***Delivery of Documents.***

10.4.1.1 In the event of the completion of this Contract 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.

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract 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 10.19 of this Contract for any disputed payment claims.

10.4.2 ***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.

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. 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.

10.5 ***Insurance***

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

10.5.1 ***Industrial/Workers' Compensation Insurance*** protecting the Consultant and the City from potential Consultant 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 Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant 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 Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

10.5.2 ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) 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 Consultant'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.

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($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 Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant'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.

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

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. 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 or it's designated certificate tracking service if so requested.

10.5.6 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 Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

10.5.7 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 minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City.

10.5.9 **Consultants 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 Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, 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 Consultant or charge the replacement insurance costs back to the Consultant.

10.5.11 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.

10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.

10.5.13 The Consultant 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 Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.

10.5.14 ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Contract. Claims made insurance (Professional Liability-10.05 D) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, 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.

10.6.2 ***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 10.6, "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.

10.7 ***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.

10.8 ***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.

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

10.9.1 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,

10.9.2 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,

10.9.3 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

10.9.4 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 "H," 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 "H" 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.

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.

10.13 ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

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 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.

10.15.1 ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge,

under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 ***Requirements***. Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 ***Nevada Public Records Act***. Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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 1.0 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***

10.20.1 ***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 3.2 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 10.20.3 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 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***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 10.19.1 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.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, 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.

10.20.4 ***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 Contract shall be entitled to reasonable attorney fees and court costs.

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

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

10.24 **Counterparts; Electronic Delivery**. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, 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 August 2020.

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 2/4/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
Stan Southwick, President

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT "H" CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

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: 7418 Constantinople Ave

100.2.1.2 Entire area of assessor's parcel number(s): 13810101006 and 13810101019

100.2.1.3 Gross site acreage: 5.56 acres total

100.2.1.4 Offsite improvement area: Entrance drive to the Pickleball complex from Alexander Rd.

100.2.1.5 As shown on the attachment to this Exhibit 'A', titled Preliminary Concept

100.3 PROJECT PROGRAM

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

100.3.2 Prototype Restroom, Storage, Concession Building 1742 sf. Design drawings, Specifications and Consultants provided by the City of Las Vegas Project Manager for Consultant to include into their Design set.

100.3.3 Improvement description: 30 lighted pickleball concrete courts are planned with 10' fencing with windscreens. The Pickleball Complex will have Shade Canopies throughout the site with large shade canopies covering the Championship courts. There will be a central plaza along with lighted pathways and parking. The Complex will include landscaping and a drive access from Alexander Road.

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***: $8,500,000.00.

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 2018 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 2016 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 Contract, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this Contract has been made.

100.6.5 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 ***Project Management Software***. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) 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***:

- A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
- The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
- User accounts for Consultant's access to the MasterWorks software.

100.6.18.2 ***The Consultant shall provide***:

- Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MasterWorks software.
- Documents approved in the MasterWorks 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 MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

- 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.
- 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.

101 THE CITY'S RESPONSIBILITIES

101.1.1 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.

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 NOT IN BASE CONTRACT (NIBC)-Future Phase

102.1.6 Bidding Phase NIBC-Future Phase

102.1.7 Construction Administration Phase NIBC-Future Phase

102.1.8 Post Construction Phase NIBC-Future Phase

103 RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1 *Survey*

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

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

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

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

103.1.5 ***Record of Survey***. The Consultant shall provide a Record of Survey to be reviewed by the City of Las Vegas' City Surveyor. The Record of Survey will show all pertinent information from the control and boundary surveys so as to show the project's location relative to existing roadway alignments, right-of-way lines and found survey monuments. The City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. **The City will not accept the 30% design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

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

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

103.1.8 ***Survey Monument Inventory***. All survey monuments within or adjacent to the limits of proposed construction activities shall be clearly identified on the plan and profile sheets (or demolition/removal sheets when applicable), to aid in the preservation and replacement of survey monuments during construction. Survey monumentation displaced, disturbed, and/or missing within the project limits shall be identified for replacement as a part of the Project Contract Documents in accordance with the City of Las Vegas Unified Development Code.

103.1.9 ***Design Topographic Survey***. Aerial surveys and conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (DTM). Survey limits shall extend a minimum of 150 feet in each direction past the curb returns at all major cross streets, 100 feet at minor cross streets. Aerial mapping specifications are to include a minimum mapping scale of one inch equals

forty feet and a minimum contour interval of one foot. Consultant shall perform adequate conventional field surveying to verify aerial survey accuracy. Consultant shall compile 2D planimetrics of all topographic features within project limits utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall produce an existing ground DTM (in a Civil 3D Surface format) utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall perform field inspection of aerial survey data to ensure inclusion and proper identification of surface features, as well as confirming data reflects current conditions. In the event that aerial survey data is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey and update the surface where necessary.

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

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

103.3 HAZARDOUS MATERIALS SURVEY NIBC

103.3.1 The Consultant shall provide a hazardous material survey and abatement report of the existing structures located on the Project site, in compliance with NRS 338.195 and other regulatory authorities overseeing the presence and abatement of asbestos.

NRS 338.195 Survey for presence of asbestos required before renovation or demolition of public building.

103.3.1.1 No public building or other public structure may be renovated or demolished until a survey of the building or structure has been made for the presence of asbestos or material containing asbestos.

103.3.1.2 As used in this section, "material containing asbestos" has the meaning ascribed to it by the Division of Industrial Relations of the Department of Business and Industry pursuant to NRS 618.765.(Added to NRS by 1989, 1280; A 1993, 1567)

103.4 LEED CERTIFICATION NIBC

103.4.1 The City has mandated that new, occupied public buildings built by and for the City are to be built to LEED (Leadership in Energy and Environmental Design) Certified Silver level or higher standards.

103.5 COST ESTIMATES

103.5.1 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.

103.5.2 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.

103.6 GOVERNMENTAL AND AGENCY APPROVALS

103.6.1 **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:

103.6.1.1 ***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.

103.6.1.2 ***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.

103.6.1.3 ***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.

103.6.1.4 ***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.

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

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

103.6.1.7 ***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.

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

103.6.1.9 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:

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

103.6.2 ***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.

103.6.3 Complete, stamp and sign, and submit the Desert Conservation Plan Form at the time of grading permit submission or any other permit submission that may occur prior to a grading permit submission.

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

103.6.5 ***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.

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

103.7 GEOTECHNICAL DATA

103.7.1 ***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:

103.7.2 ***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.

103.7.3 ***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.

103.7.4 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.

103.7.5 ***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.

103.7.6 ***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.

103.8 ***BUY AMERICAN COMPLIANCE.***

103.8.1 Consultant and subconsultants at all tiers shall:

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

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

103.8.1.3 Verify Contractor submittals provide evidence of compliance for products that the designer has not previously verified during design.

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

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

103.9 ***3D MODELING***: Two concept colored Sketch up models will be provided during Schematic Design of the Pickleball Complex. A sketch up model of the final design development plan will be provided.

104 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

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

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

104.1.2 SITE SURVEY. Prepare a boundary and topographic survey for the Project.

104.1.3 BLM LEASED PROPERTY PLANT SURVEY. 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.

104.1.4 BLM LEASED PROPERTY MIGRATORY BIRD SURVEY. 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.

104.1.5 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.

104.1.6 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.

104.1.7 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.

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

104.1.9 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.

104.1.10 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.

105 SCHEMATIC DESIGN (SD) PHASE

105.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

105.1.1 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.

105.1.2 ***DESIGN ALTERNATIVES.*** Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies 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. Unless otherwise directed, three (3) alternatives are considered the minimum quantity of alternatives to present for review and decision making.

105.1.3 ***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.

105.1.4 ***SPECIFICATIONS.*** Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

105.1.5 ***ESTIMATE.*** Prepare a schematic level Construction Cost Estimate.

105.1.6 ***REVIEWS***. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

105.1.7 ***SCHEMATIC 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:

- ***105.1.7.1*** Programming Report from the previous phase.
- ***105.1.7.2*** Site Utilization Report from the previous phase.
- ***105.1.7.3*** Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.
- ***105.1.7.4*** Outline specification.
- ***105.1.7.5*** Project Budget (provided by City).
- ***105.1.7.6*** Construction Cost Estimate.
- ***105.1.7.7*** Project Schedule (provided by City).

105.1.8 Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

105.1.9 ***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.

106 DESIGN DEVELOPMENT (DD) PHASE

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

106.2 ***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:

106.2.1 DRAWINGS:

106.2.1.1 Building data and code analyses.
106.2.1.2 Utility plans, including both on-site and off-site improvements.
106.2.1.3 Paving and grading plans, including both on-site and off-site improvements.
106.2.1.4 Planting plans.
106.2.1.5 Irrigation plans.
106.2.1.6 Site plans.
106.2.1.7 Floor plans, indicating the size of rooms and furniture arrangements.
106.2.1.8 Reflected ceiling plans.
106.2.1.9 Roof plans.
106.2.1.10 Building elevations.
106.2.1.11 Building and wall sections.
106.2.1.12 Finish schedules.
106.2.1.13 Foundation plans.
106.2.1.14 Framing plans.
106.2.1.15 Heating, ventilating and air conditioning (HVAC) plans.
106.2.1.16 Plumbing plans.
106.2.1.17 Lighting plans.
106.2.1.18 Power plans
106.2.1.19 Low voltage system plans.
106.2.1.20 Signage plans.
106.2.1.21 Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

106.2.2 DRAWINGS: Restroom, Concession, Storage Building Drawings and Specifications to be provided by City of Las Vegas
The Consultant will coordinate with Arch Project Manager to integrate into Schematic Design and Design Development Sets.
Cost Estimates of the Rest Room Building will be added into the overall project estimate provided by Consultant's Independent Estimator.

106.2.3 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.

106.2.4 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.

106.2.5 ESTIMATE. Prepare a detailed Construction Cost Estimate.

106.2.6 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.

106.2.7 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

106.2.8 ***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.

107 CONSTRUCTION DOCUMENTS (CD) PHASE NIBC-Future Phase

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

107.1.1 ***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.

107.1.2 ***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 Contract between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

107.1.3 ***LEED CREDITS REPORT***. Update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated.

107.1.4 ***ESTIMATES.*** Prepare and submit a detailed Construction Cost Estimate at the 50 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.

107.1.5 ***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.

107.1.6 ***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 50 percent and 90 percent CD Submittals.

107.1.7 ***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.

107.1.8 ***CD SUBMITTALS.*** Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

107.1.8.1 **Prepare 50 percent Construction Documents**, including the following:

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

- Civil
  - Existing facilities plans showing all existing topography and improvements.
  - Utility distribution plans with sizes of all new and existing utilities.
  - Rough grading plans.
  - Finish paving and grading plans.
  - Horizontal control plans.
  - Horizontal and vertical control plans for all site lighting pole bases.
  - Details with references to the plans.
  - Final calculations required to meet all levels of completion.

- Landscape
  - Landscaping plans denoting all materials and sizes.
  - Irrigation plans with sizing of all piping.
  - Details with references to the plans.

- Architectural
  - Floor plans with all dimensions and room finishes noted.
  - All door, window, hardware, and glazing schedules complete.
  - Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
  - All elevations and sections.
  - Enlarged plans of specific rooms or areas as needed to accurately portray the work.
  - Interior and exterior details.
  - All section and detail bubbles completed to indicate the location of the sections and details.

- Structural
  - Foundation plans including all dimensions.
  - Intermediate floor framing plans with complete section cuts and detail references.
  - Complete section and detail sheets.
  - Completed and detailed roof framing plans.
  - Final calculations required to meet this level of completion.

- Mechanical/Plumbing
  - All HVAC sizing (ducts and equipment).
  - All air flow quantities noted.
  - All mechanical equipment and fixture schedules completed.
  - All pipe sizes noted.
  - Cathodic protection requirements specified.
  - Points-of-connection including invert elevations.

- Completed riser diagrams.
- All control diagrams shown and completed.
- All details completed and referenced to the plans.
- Final calculations required to meet this level of completion.

- Electrical
  - All power, lighting and auxiliary systems plans reflecting complete circuiting.
  - Required single line drawings.
  - Completed panel schedules.
  - Electrical room details showing equipment in plan and elevation.
  - All special systems including grounding wells.
  - All details completed and referenced to the plans.
  - Fire alarm riser diagrams and zone schedules.
  - Final calculations required to meet this level of completion.

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

107.1.8.2 **Prepare 70 percent Construction Documents**, including the following:

- Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

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

- Drawings
  - Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

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

- Calculations
  - Complete Civil, structural, mechanical, plumbing, and electrical calculations.

- General
  - Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.
  - Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.
  - Provide Exterior Light Fixture cut sheets for review

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

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

- Specifications
  - 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.

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

- General
  - 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.

  - 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"**.

108 BIDDING PHASE NIBC-Future Phase

108.1 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.

108.2 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.

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

108.3.1 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.

108.3.2 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.

108.3.3 Attend and participate in the Pre-bid meeting.

108.3.4 Participate in bid evaluation and recommendations.

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

109 CONSTRUCTION ADMINISTRATION PHASE NIBC-Future Phase

109.1 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 Section 1 and, if applicable, Section 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.

109.2 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.

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

109.3.1 ***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.

109.3.2 ***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. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

109.3.3 ***LEED CREDITS REPORT.*** Monthly during the construction phase, update the list of LEED credits being pursued and the current status of each credit as documentation submitted, under review, denied, or credit achievement anticipated. Brief the construction team at the Construction Progress Meetings about the LEED construction phase credit requirements, track the Contractor's progress in achieving the credits.

109.3.4 ***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.

109.3.5 ***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.

109.3.6 ***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.

109.3.7 ***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.

109.3.8 ***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.

109.3.9 ***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.

109.3.10 ***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.

109.3.11 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.

109.3.12 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.

109.3.13 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.

109.3.14 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.

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

109.3.16 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.

109.3.16.1 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.)

109.3.16.2 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.

109.3.16.3 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.

109.3.16.4 **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.

110 POST CONSTRUCTION PHASE NIBC-Future Phase

110.1 The Consultant shall provide the following scope of services:

110.1.1 ***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.

110.1.2 ***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.

ARTICLE 1: SNPLMA FEDERAL FUNDING REQUIREMENTS

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U.S. Bureau of Land Management (BLM) for participation in the Southern Nevada Land Management Act, hereinafter referred to as the "SNPLMA" program; and

WHEREAS, the City is responsible for planning, administering, and implementing the SNPLMA program to ensure that it conforms to the BLM terms and conditions; and

WHEREAS, the City as grantee, wishes to engage the Consultant to assist the City in utilizing such funds by providing services to meet one or more of the SNPLMA program's objectives;

WHEREAS, the City will utilize SNPLMA funds for the engagement of Consultant for the Project;

NOW, THEREFORE, in view of the above premises, the City and the Consultant agree as set forth below:

1.1 FEDERAL GENERAL CONDITIONS

The Consultant acknowledges that SNPLMA funds shall be used for the Project and the Consultant agrees to comply with the following Federal laws, orders, regulations and directives, and to include these conditions in their Project subcontracts at all tiers and as a required condition in construction documents prepared for the Project.

1.2 RECORDS

The Consultant shall provide the City and the Comptroller General of the United States through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the program;

and shall establish a proper accounting system in accordance with generally accepted accounting standards or Federal agency directives, and to cooperate with any required financial and compliance audits in conducted in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

1.3 CONFLICT OF INTEREST

1.3.1 The Consultant agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

1.3.2 No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from it. However, this clause does not apply to this Contract to the extent that this Contract is made with a corporation for its general benefit.

1.4 FEDERAL STATUTES

1.4.1 The Consultant agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

1.4.2 The Consultant agrees to comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

1.4.3 The Consultant agrees to comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) regarding labor standards for federally-assisted construction sub-agreements.

1.4.4 The Consultant agrees to comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

1.4.5 The Consultant agrees to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

1.4.6 The Consultant agrees to cooperate with the grant awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and

protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

1.5 DEPARTMENT OF THE INTERIOR AND SNPLMA CONDITIONS

1.5.1 This Contract incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text. These terms and conditions are located at: http://www.doi.gov./pam/TermsandConditions.html, which will be provided upon request.

1.5.2 The Bureau of Land Management assumes no liability for any actions or activities conducted under this Contract except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act 928 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.LO. 89-506, 80 Stat. 306).

1.5.3 The Bureau of Land Management has the right to inspect and evaluate the work performed or being performed under this Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises, all parties involved in the Project agree to furnish reasonable accommodation and assistance for the safe and convenient performance of these duties.

1.5.4 Consultant agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs; pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in SNPLMA, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

1.5.5 Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

1.5.6 Endorsements. Consultant shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, City, or government employee endorsement of a product, service, or position. No release of information relating to this Project may state or imply that the City or Government approves of the work product to be superior to other products or services.

1.5.7 Public Releases. All information submitted for publication or other public releases of information regarding this Project shall carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government." Prior Government approval must be obtain for any public information releases concerning this Project, which refer to the Department of the Interior or any Bureau or employee by name or title. The specific text, layout, photographs, or any other content of the proposed release must be submitted with the request for approval.

1.5.8 Increasing Seat Belt Use. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

1.6 MODIFICATION OR TERMINATION OF CONTRACT

1.6.1 Amendment or Revision Required By SNPLMA. Consultant and the City hereby agree to amend or otherwise revise this Contract should SNPLMA and/or any applicable federal statutes or regulations require such modification.

1.6.2 Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract will be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion

END OF EXHIBIT "A"

ALEXANDER RD
EXISTING PARK
EXISTING PARK
PARKING ACCESS
EXISTING PARK
RESTROOMS & CONCESSIONS
SEMI-FINAL COURTS
CHAMPIONSHIP CENTER COURT
QUARTER FINAL COURTS
PARKING
CONSTANTINOPLE AVE
GRAPHIC SCALE
Exhibit A
Preliminary
Concept
PICKLEBALL TOURNAMENT COMPLEX CONCEPT
@ WAYNE BUNKER PARK

EXHIBIT B
REQUIRED SUBMITTALS

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.

201 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

201.1 Geotechnical Report
201.2 Site Survey.
201.3 Hazardous Material Survey. N/A
201.4 Programming Report.
201.5 LEED Credits Report. N/A
201.6 Site Utilization Report.
201.7 Construction Cost Estimate.
201.8 Conceptual Design Drawings.

202 SCHEMATIC DESIGN AND MASTER PLANNING PHASE

202.1 Schematic Design Drawings and Specification Outline.
202.2 Construction Cost Estimate.
202.3 PROJECT SCOPE AND BUDGET REPORT.

203 DESIGN DEVELOPMENT PHASE

203.1 Drawings and Specifications.
203.2 Presentation Drawings, mounted.
203.3 Materials Board.
203.4 Flood/Hydrology Report draft.
203.5 Construction Cost Estimate.
203.6 LEED Credits Report. N/A

204 CONSTRUCTION DOCUMENT PHASE NIBC-Future Phase

204.1 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.
204.2 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.
204.3 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.
204.4 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A**") at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 50%, 90% and 100% submittals.
204.5 Exterior Light Fixture Cut Sheets at 90% Submittal.
204.6 Building Permit Application.
204.7 Building Department and civil Land Development section of the Building Department, plan review permit applications.

204.8 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.

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

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

204.11 Specifications contributing authors' stamps and signatures.

204.12 LEED Credits Report.

205 BIDDING PHASE NIBC-Future Phase

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

205.2 Requested and necessary addenda.

206 CONSTRUCTION ADMINISTRATION PHASE NIBC-Future Phase

206.1 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 Contract as a condition for releasing the electronic files.

206.2 Drainage Compliance Report.

206.3 LEED Credits Reports.

207 POST CONSTRUCTION PHASE NIBC-Future Phase

207.1 Final Record Drawings in both electronic and acid-free bond format.

207.2 LEED Credits Reports and Certification.

END OF EXHIBIT "B"

EXHIBIT C

PERFORMANCE SCHEDULE

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.

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
Programming and Conceptual Design	100	Includes 2 week City review period.
Schematic Design	75	Includes 2 week City review period.
Design Development	90	Includes 2 week City review period.
Construction Documents		NIBC-Future Phase City review is concurrent with drawings progress. See below for the permitting phase scope.
Bidding		NIBC-Future Phase City determined.
Construction		NIBC-Future Phase City determined.
Post Construction		NIBC-Future Phase City determined.
TOTAL	**265**	

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.

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 Contract 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.

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 Section, 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 Section, 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 Contract but not support personnel as defined in **Exhibit "E".**

303.1.2.5 Eligible activities may include the tasks required in this Contract 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 Contract. 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.

303.1.2.8 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.

303.1.2.9 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.

303.1.2.10 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

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 **$336,523.00**. 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).

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

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

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Programming and Conceptual Design	%	$ 80,560.00	
Schematic Design	%	$103,390.00	
Design Development	%	$121,980.00	
Construction Documents	%	$ 0.00	NIBC-Future Phase
Bidding	%	$ 0.00	NIBC-Future Phase
Construction	%	$ 0.00	NIBC-Future Phase [The combined Fee for Construction and Post Construction phases shall not be less than 25% of the total Fee.]
Post Construction	%	$ 0.00	NIBC-Future Phase Punch List
	TOTAL	**$ 305,930.00**	

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 **$5,000** for each of the required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase.

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		COMMENTS
TOTAL NOT-TO-EXCEED COST	$30,593.00	

END OF EXHIBIT "D"

EXHIBIT E
ADDITIONAL COMPENSATION

500 CONSULTANT HOURLY RATES

501 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	HOURLY RATE
Principal	$ 200
Project Manager	$ 140
Landscape Architect	$ 130
CAD/Designer	$ 100
Clerical	$ 70

502 SUB-CONSULTANT HOURLY RATES

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

503 SUBCONSULTANT #1 Poggemeyer Design Group	RATE	UNIT
Principal	$ 226	Per Hour
Project Manager	$ 195	Per Hour
Senior Project Engineer	$ 179	Per Hour
Project Engineer	$ 161	Per Hour
Engineer	$ 140	Per Hour
CAD Manager	$ 130	Per Hour
Senior CAD Technician	$ 130	Per Hour
CAD Technician	$ 125	Per Hour
Registered Surveyor	$ 162	Per Hour
Survey Crew (3 person)	$ 264	Per Hour
Clerical	$ 76	Per Hour

500 SUBCONSULTANT #2 QA Consulting Engineers	RATE	UNIT
Principal Engieer	$175	Per Hour
Professional Engineer	$150	Per Hour
Engineering Designer	$100	Per Hour
CAD Operator	$75	Per Hour
Clerical	$50	Per Hour

SUBCONSULTANT #3 Wright Engineers	RATE	UNIT
Principal	$200	Per Hour
Senior Project Manager	$170	Per Hour
Project Manager	$150	Per Hour
Structural Designer	$125	Per Hour
Senior BIM/CAD Tech	$125	Per Hour
BIM/CAD Tech	$110	Per Hour
Admin Specialist	$110	Per Hour
Admin Support	$75	Per Hour

SUBCONSULTANT #4 OCMI	RATE	UNIT
Principal	$225	Per Hour
Program Manager	$190	Per Hour
Senior Estimator	$170	Per Hour
Estimator	$145	Per Hour
Project Engineer	$110	Per Hour
Word Processor/Clerical	$72	Per Hour

SUBCONSULTANT #5 Ninyo & Moore	RATE	UNIT
Principal	$180	Per Hour
Senior Engineer	$160	Per Hour
Project Engineer	$150	Per Hour
Staff Designer	$135	Per Hour
Draft/CAD Operator	$70	Per Hour
Word Processer/Clerical	$60	Per Hour

501 ADDITIONAL SERVICES RATES

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

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

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

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

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

502.4 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.

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

502.6 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.

502.7 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.

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

502.9 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

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Marlene Siska

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Steve Ford

601 CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Caryl Davies, ASLA, PLA, LEED AP

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Stanton Southwick, ASLA,PLA

601.1.3 **RESPONSIBLE IN CHARGE PERSON**: Stanton Southwick, ASLA,PLA
(List name of individual Landscape Architect as licensed)

601.1.4 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: 221**
(List Landscape Architect license number)

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: Poggemeyer Design Group

602.1.2 STRUCTURAL ENGINEER: Wright Engineers

602.1.3 ELECTRICAL ENGINEER: QA Consulting Engineers

602.1.4 INDEPENDENT COST ESTIMATOR (NOT the Consultant): OCMI

602.1.5 GEOTECHNICAL ENGINEER: Ninyo and Moore

602.1.6 LAND SURVEYOR: Poggemeyer Design Group

END OF EXHIBIT "F"

EXHIBIT "G"
EXAMPLE INVOICE

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period
Invoice Date:

Consultant:
Project Number:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
1	**Conceptual**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Conceptual				$0.00	$0.00			
					$0.00	$0.00			
2	**Schematic**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Schematic				$0.00	$0.00			
					$0.00	$0.00			
3	**Design Development**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Design Development				$0.00	$0.00			
					$0.00	$0.00			
4	**90% Construction Documents**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	90% Construction Documents				$0.00	$0.00			
					$0.00	$0.00			
5	**100% Construction Documents**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	100% Construction Documents				$0.00	$0.00			
					$0.00	$0.00			
6	**Bidding Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Bidding Phase				$0.00	$0.00			
					$0.00	$0.00			
7	**Construction Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Construction Phase		$0.00		$0.00	$0.00			
					$0.00	$0.00			
8	**Post-Construction Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Post-Construction Phase		$0.00		$0.00	$0.00			
					$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee:	**$0.00**	**$0.00**						

	Additional Services Allowance:								
ASR#	**Total Additional Services Authorized**	$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
1	0				$0.00	$0.00			
2	0				$0.00	$0.00			
3	0				$0.00	$0.00			

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	$0.00	$0.00	
Authorized Additional Services:	$0.00	$0.00	
Unauthorized Additional Services Remaining:		$0.00	
TOTAL AMOUNT OF INVOICE:		**$0.00**	

Total PO Amount:	**$0.00**
Total Contracted Amount:	**$0.00**
Total Billed to Date:	**$0.00**
PO Balance:	**$0.00**
Contract Balance:	**$0.00**

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

STAFF WHO WORKED ON PROJECT FOR THIS PAY REQUEST

NAME	TITLE	ESTIMATED HOURS

OTHER DIRECT EXPENSES (backup documentation required)

DESCRIPTION			TOTAL
		TOTAL	$0.00

SUBCONSULTANTS (Backup documentatuion with breakdown required)

FIRM NAME	TOTAL
TOTAL	$0.00

EXHIBIT "H"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract 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 Resolutions 79-99, 105-99 and RA-4-99, 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: Design Vision, Inc., dba: Southwick Landscape Architects	
Address: 1700 W. Horizon Ridge Pkwy, Ste 203	**City / ST / Zip: Henderson, NV 89012**
Telephone: 702-597-3108	**EIN or DUNS : 88-0473752**
Block 2: Description / Subject Matter of Contract	
Services for: Wayne Bunker Pickleball Complex	**Project Number:**

Block 3: **Type of Business**

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

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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	Stanton Southwick	1700 W. Horizon Ridge Pkwy, Henderson, NV 89012	702-597-3108
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

January 4, 2021
Date

Subscribed and sworn to before me this 5 day of January, 2021

_____
Notary Signature

KRISTIN LAMOREAUX
Notary Public, State of Nevada
No. 03-83647-1
My Appt. Exp. June 27, 2023

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AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
12

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Bid No. 19.69144-SK, Sewer Rehabilitation Group G, located on Vegas Drive from Wintergreen Drive to Shadow Mountain Place and on Tenaya Way from Vegas Drive to Lake Mead Boulevard, to the lowest responsive and responsible bidder - Public Works - Award recommended to: TAB CONTRACTORS, INC. ($8,983,770 - Sanitation Enterprise Fund) - Wards 1 and 5 (Knudsen and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $8,983,770
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project entails construction of approximately 2 1/2 miles of new sewer lines. These new lines will provide additional capacity to the existing sewers. This project also includes trenchless refurbishment of sewer lines and manholes in portions of Vegas Drive and Tenaya Way. Construction is expected to start in March and overall construction time will be one year. TAB Contractors, Inc. is located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Bid Abstract

BID ABSTRACT
19.69144-SK Sewer Rehabilitation Group G
Bid Date: 1/14/2021

City of Las Vegas - Finance Department
Purchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

				Tab Contractors, Inc.		Harber Company Inc., dba Mountain Cascade of Nevada		Las Vegas Paving Corporation		Tand, Inc.	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	105.01 CONTRACTOR QUALITY CONTROL	1	LS	$230,000.00	$230,000.00	$130,000.00	$130,000.00	$175,000.00	$175,000.00	$350,000.00	$350,000.00
2	109.01 CONSTRUCTION CONFLICTS AND CONTINGENCY ALLOWANCE	1	ALLOWANCE	$1,040.00	$1,040.00	$1,040.00	$1,040.00	$1,040.00	$1,040.00	$1,040.00	$1,040.00
3	109.02 OWNER INITIATED TIME EXTENSION ALLOWANCE	10	DAY	$500.00	$5,000.00	$500.00	$5,000.00	$500.00	$5,000.00	$500.00	$5,000.00
4	109.03 OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	10	DAY	$550.00	$5,500.00	$500.00	$5,000.00	$100.00	$1,000.00	$500.00	$5,000.00
5	200.01 MOBILIZATION AND DEMOBILIZATION	1	LS	$350,000.00	$350,000.00	$321,500.00	$321,500.00	$448,306.00	$448,306.00	$1,475,500.00	$1,475,500.00
6	609.01 48-INCH TYPE 1 STORM DRAIN MANHOLE	1	EA	$6,080.00	$6,080.00	$9,000.00	$9,000.00	$6,500.00	$6,500.00	$14,000.00	$14,000.00
7	612.01 48-INCH POLYMER CONCRETE SANITARY SEWER MANHOLES	6	EA	$14,985.00	$89,910.00	$15,000.00	$90,000.00	$14,500.00	$87,000.00	$24,000.00	$144,000.00
8	612.02 60-INCH POLYMER CONCRETE SANITARY SEWER MANHOLES	4	EA	$20,195.00	$80,780.00	$19,000.00	$76,000.00	$20,000.00	$80,000.00	$30,000.00	$120,000.00
9	612.03 72-INCH POLYMER CONCRETE SANITARY SEWER MANHOLES	27	EA	$28,500.00	$769,500.00	$25,000.00	$675,000.00	$33,000.00	$891,000.00	$40,000.00	$1,080,000.00
10	612.04 120-INCH POLYMER CONCRETE SANITARY SEWER DIVERSION MANHOLE	1	EA	$140,000.00	$140,000.00	$126,500.00	$126,500.00	$180,000.00	$180,000.00	$250,000.00	$250,000.00
11	622.01 CONSTRUCTION SURVEYING	1	LS	$60,000.00	$60,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$60,000.00	$60,000.00
12	623.01 LOOP DETECTOR REPLACEMENT	1	EA	$88,590.00	$88,590.00	$22,000.00	$22,000.00	$24,000.00	$24,000.00	$225,000.00	$225,000.00
13	624.01 TRAFFIC CONTROL AND MAINTENANCE	1	LS	$507,235.00	$507,235.00	$475,000.00	$475,000.00	$240,000.00	$240,000.00	$220,000.00	$220,000.00
14	629.01 8-INCH C900 PVC PIPE	370	LF	$175.00	$64,750.00	$200.00	$74,000.00	$135.00	$49,950.00	$280.00	$103,600.00
15	629.02 20-INCH C900-16 PVC PIPE	267	LF	$285.00	$76,095.00	$450.00	$120,150.00	$790.00	$210,930.00	$215.00	$57,405.00
16	630.01 8-INCH PVC SANITARY SEWER PIPE	782	LF	$225.00	$175,950.00	$275.00	$215,050.00	$320.00	$250,240.00	$130.00	$101,660.00
17	630.02 10-INCH PVC SANITARY SEWER PIPE	90	LF	$225.00	$20,250.00	$350.00	$31,500.00	$300.00	$27,000.00	$420.00	$37,800.00
18	630.03 15-INCH PVC SANITARY SEWER PIPE	220	LF	$200.00	$44,000.00	$365.00	$80,300.00	$400.00	$88,000.00	$185.00	$40,700.00
19	630.04 21-INCH PVC SANITARY SEWER PIPE	8957	LF	$340.00	$3,045,380.00	$425.00	$3,806,725.00	$445.00	$3,985,865.00	$165.00	$1,477,905.00
20	630.05 24-INCH PVC SANITARY SEWER PIPE	2692	LF	$360.00	$969,120.00	$426.00	$1,146,792.00	$350.00	$942,200.00	$160.00	$430,720.00
21	630.06 ABANDON 15-INCH PVC SANITARY SEWER PIPE	722	LF	$20.00	$14,440.00	$25.00	$18,050.00	$27.00	$19,494.00	$280.00	$202,160.00
22	630.07 ABANDON 48-INCH SANITARY SEWER MANHOLES	5	EA	$3,000.00	$15,000.00	$6,500.00	$32,500.00	$4,100.00	$20,500.00	$3,300.00	$16,500.00
23	637.01 DUST CONTROL	1	LS	$165,000.00	$165,000.00	$80,000.00	$80,000.00	$100,000.00	$100,000.00	$52,000.00	$52,000.00
24	637.02 NPDES DISCHARGE PERMIT	1	LS	$550.00	$550.00	$3,500.00	$3,500.00	$26,000.00	$26,000.00	$12,000.00	$12,000.00
25	651.01 42-INCH CASING PIPE AND 21-INCH CARRIER PIPE	399	LF	$940.00	$375,060.00	$1,300.00	$518,700.00	$1,000.00	$399,000.00	$950.00	$379,050.00
26	654.01 SHAFT EXCAVATION SUPPORT AND PROTECTION (LAUNCHING)	1	LS	$31,000.00	$31,000.00	$65,000.00	$65,000.00	$46,000.00	$46,000.00	$40,000.00	$40,000.00

BID ABSTRACT
19.69144-SK Sewer Rehabilitation Group G
Bid Date: 1/14/2021

City of Las Vegas - Finance Department
Purchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

				Tab Contractors, Inc.		Harber Company Inc., dba Mountain Cascade of Nevada		Las Vegas Paving Corporation		Tand, Inc.	
Item #	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
27	654.02 SHAFT EXCAVATION SUPPORT AND PROTECTION (RECEIVING)	1	LS	$22,000.00	$22,000.00	$53,000.00	$53,000.00	$35,000.00	$35,000.00	$40,000.00	$40,000.00
28	690.01 15-INCH CURED-IN-PLACE PIPE LINER	2995	LF	$82.00	$245,590.00	$104.00	$311,480.00	$105.00	$314,475.00	$95.00	$284,525.00
29	690.02 18-INCH CURED-IN-PLACE SECTIONAL LINER	3	EA	$6,800.00	$20,400.00	$6,900.00	$20,700.00	$4,500.00	$13,500.00	$20,000.00	$60,000.00
30	691.01 COATING EXISTING 48-INCH MANHOLE (? 5' DEPTH AND < 10' DEPTH)	3	EA	$6,455.00	$19,365.00	$6,580.00	$19,740.00	$6,300.00	$18,900.00	$9,000.00	$27,000.00
31	691.02 COATING EXISTING 48-INCH MANHOLE (? 10' DEPTH AND < 15' DEPTH)	3	EA	$6,675.00	$20,025.00	$6,825.00	$20,475.00	$6,500.00	$19,500.00	$12,000.00	$36,000.00
32	691.03 COATING EXISTING 48-INCH MANHOLE (? 15' DEPTH AND < 20' DEPTH)	1	EA	$10,065.00	$10,065.00	$10,250.00	$10,250.00	$9,800.00	$9,800.00	$18,000.00	$18,000.00
33	691.04 COATING EXISTING 60-INCH MANHOLE (? 5' DEPTH AND < 10' DEPTH)	9	EA	$7,440.00	$66,960.00	$7,590.00	$68,310.00	$7,200.00	$64,800.00	$13,000.00	$117,000.00
34	695.01 DIVERSION OF SEWAGE FLOW	1	LS	$1,249,135.00	$1,249,135.00	$1,200,000.00	$1,200,000.00	$1,500,000.00	$1,500,000.00	$3,800,000.00	$3,800,000.00
	TOTAL BASE BID AMOUNT			**$8,983,770.00**		**$9,882,262.00**		**$10,330,000.00**		$11,283,565.00	
	% Greater than Lowest Responsive & Responsible Bidder					10.00%					
	Bidder's Preference Received			**No**		No		No			
	Responsive Bidder			**Yes**							
	Responsible Bidder			**Yes**							
	Department Evaluation Complete			**Yes**							
	Award to Low Bidder Recommended			**Yes**							
Engineer's Estimate: $ 11,408,246											

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
13

DEPARTMENT: Office of Government and Community Affairs **CONSENT**
DIRECTOR: Randy Robison, Deputy

SUBJECT:
For possible action to approve the ratification of Krysan Williams in a Council support position as a Special Assistant to Council in the Ward 6 office ($59,625 + Benefits - General Fund) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $59,625 + Benefits
Funding Source: General Fund
Dept./Division: City Council - Ward 6

PURPOSE/BACKGROUND:
Pursuant to Section 3.020 of the City Charter, all Council positions are subject to ratification by the City Council. Councilwoman Fiore has requested the appointment of Krysan Williams to the position of Special Assistant to the Ward 6 office.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
14

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve a Purchase Agreement and Joint Escrow Instructions between Larry Ramirez Leon, Trustee of the Hector Ramirez and Maricela Leon Living Trust, dated October 1, 2018, and the City of Las Vegas for the purchase of land located in the vicinity of Washington Avenue and Lamb Boulevard, APN 140-29-212-009 ($535,000 plus closing costs - Park Bond) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $535,000 plus closing costs
Funding Source: Park Bond
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:
The City desires to purchase the vacant land adjacent to the East Las Vegas Family Park to construct a dog park.

RECOMMENDATION:
Staff recommends approval and authorization of the City's Real Estate Manager to execute any documents, as approved as to form by the City Attorney, related to the acquisition of the real property.

BACKUP DOCUMENTATION:
1. Purchase Agreement and Joint Escrow Instructions

Authentisign ID: 6430B40E-7A3F-4AD6-9084-D2568E767DC0

PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") made is entered into the _____ day of _____, 2021, ("Effective Date") by and between Larry Ramirez Leon, Trustee of the Hector Ramirez and Maricela Leon Living Trust Dated October 1, 2018 ("Seller") and City of Las Vegas ("Buyer"). This Agreement constitutes both an Agreement between Buyer and Seller and joint escrow instructions to Chicago Title ("Escrow Company") c/o Kerrie Kissane ("Escrow Officer") located at 9075 W Diablo Drive No. 100, Las Vegas, NV 89148, with respect to the transaction contemplated herein.

RECITALS

WHEREAS, Seller is the fee title owner of that certain real property located at Assessor's Parcel Number 140-29-212-009 generally located at the northwest corner of East Washington Avenue and North Lamb Boulevard (the "Property") depicted and legally described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property more fully described below pursuant to the terms set forth in this Agreement; and

WHEREAS, the parties hereto entered that certain Letter of Intent to Purchase Real Property, dated December 7, 2021 (the "LOI") and attached hereto as Exhibit B and incorporated herein by this reference, whereby the general terms and conditions of the sale of the Property were memorialized and now the parties hereto desire to enter this Agreement to consummate the transaction.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

1. EXPIRATION OF AGREEMENT. This Agreement is subject to the Las Vegas City Council approval. If not mutually executed by 5:00 pm local Las Vegas time on March 18, 2021, this Agreement shall expire and be of no further force or effect and neither party hereto shall be under any obligation to the other.

2. PROPERTY. For the consideration hereinafter set forth, and subject to the terms, provisions, covenants, and conditions herein contained, Seller hereby agrees to convey, and Buyer hereby agrees to purchase and acquire the Property.

3. PURCHASE PRICE. The total purchase price of the Property shall be the amount of Five Hundred Thirty-Five Thousand Dollars and No Cents ($535,000.00) ("Purchase Price") payable in lawful money of the United States of America at Closing (as hereinafter defined).

4. DEPOSIT. The Buyer shall place therein the sum of Ten Thousand Dollars and No Cents ($10,000.00) as a refundable deposit toward and applicable to the Purchase Price (the "Deposit"). Deposit will be fully refundable if the Conditions Precedent are not satisfied or waived in writing by the Buyer. Otherwise, the Deposit will be applied to the Purchase Price at Closing. If the Buyer defaults at closing due to no fault of Seller, the Deposit will be retained by the Seller as its sole remedy.

5. INVESTIGATION PERIOD.

A. For a period beginning on the Effective Date and expiring at 5:00 pm local Las Vegas time on February 8th, 2021 (sixty (60) days after execution of the LOI) executed between the parties

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hereto, Buyer shall, at Buyer's sole cost and expense be entitled to inspect the Property (the "Investigation Period"), to conduct such tests, surveys, analysis, and feasibility studies of the Property as Buyer deems necessary, and to meet with governmental entities regarding the feasibility of Buyer's intended use of the Property, provided however, Buyer may not do any destructive testing or investigation without approval of the Seller in their absolute discretion. Without limiting the generality of the foregoing, Buyer (and persons authorized by Buyer) shall have the right and authority to go upon the Property, from time to time on one or more occasions, for feasibility determinations with a minimum of twenty-four (24) hour notice. Buyer will ensure all inspections will be coordinated and conducted during off business hours or during weekends, in which Buyer will provide Seller with a minimum of twenty-four (24) hour notice. In the event an inspector or contractor needs to view the Property during regular business hours, Buyer will give Seller a minimum of twenty-four (24) hour notice.

B. Seller agrees to cooperate with Buyer in connection with the tests, investigation and inspection of the Property, and agrees to furnish Buyer, within three (3) business days of the Effective Date, any documents and materials in Seller's possession relating to the Property that may be necessary or appropriate to complete such investigation and inspection. Seller shall fully cooperate with Buyer regarding any applications to the State of Nevada, City of Las Vegas and/or Clark County, variances or waivers of federal, state or local law, development standards, special or conditional use permits, licenses, and design review on the subject parcels for its intended use.

C. If Buyer determines, in Buyer's sole judgment that the Property is not suitable, Buyer shall notify Seller and Escrow Agent in writing on or before expiration of the Investigation Period and upon such notice this Agreement shall terminate, Buyer shall promptly repair and restore the Property to its original condition existing prior to entry or inspection by Buyer, Escrow Agent shall return the Deposit to Buyer without instruction from Seller, and neither Buyer nor Seller shall have any further obligations hereunder.

D. If Buyer fails to deliver written notice that the Property is not suitable on or before the expiration of the Investigation Period, then the Investigation Period shall be deemed approved by Buyer and Buyer's deposit shall be non-refundable to Buyer subject to any uncured Seller defaults. These funds shall apply towards the Purchase Price.

E. Buyer shall indemnify, hold harmless and defend Seller and Seller's affiliates, partners, agents and employees from any and all liability, loss, cost, damage or expense (including actual attorney's fees and costs), of whatsoever nature relating to or in connection with any injury to persons or damage to property, where such injury or damage arises from or relates to the entry upon, occupation, use or inspection of the Property by Buyer, its agents, officers or employees. In addition, Buyer shall keep the Property free from any lien(s) which could arise as a result of the exercise by Buyer of any of its rights under this Section. Buyer shall, at its sole cost and expense, restore the Property to the same condition as existed prior to its entry on to the Property. Notwithstanding anything to the contrary herein, Buyer's duties and obligations under this Section shall survive any termination of this Agreement or the transfer of title as provided herein.

6. TITLE REPORT.

A. Delivery of Title Report. Within five (5) business day after the Effective Date, Seller shall deliver or cause to be delivered to Buyer a preliminary title report covering the Property issued by the Escrow Agent, together with copies of all documents referred to in such preliminary title report (the preliminary title report and such documents are referred to collectively as "Title Report").

B. Review of Title Report. Buyer shall have ten (10) business days to examine the Title Report and to specify to Seller those items in the Title Report which Buyer will accept as permitted

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exceptions to title ("Permitted Exceptions"), and those items which Buyer reasonably finds objectionable ("Title Objections"). If Buyer does not deliver to Seller a written notice specifying those items which are Permitted Exceptions and those items which are Title Objections within the above-stated period, then all of the items reflected on the Title Report shall be considered to be Permitted Exceptions.

C. Uncorrected Title Objections. If Seller, in Seller's sole discretion, elects not to cause the Title Objections to be corrected or removed on or prior to Closing, Seller shall notify Buyer within five (5) business days, in writing, of its intent not to correct or remove said title corrections. If Seller does not so notify Buyer, or notifies Buyer that the Title Objections will not be corrected or removed, Buyer may within three (3) business days of Buyer's receipt of the date of Seller's election not to correct said objections, or within three (3) business days after Seller's five (5) business day period to respond expires without response, (1) elect to terminate this Agreement and Escrow and the Deposit shall be returned and refunded to Buyer and, except as provided otherwise hereunder, both parties hereto shall be released from all further obligations under this Agreement (except Buyer shall remain responsible for duty of indemnification), or (2) elect to purchase the Property and Property thereon subject to any Title Objections not so corrected or removed, which shall then be deemed Permitted Exceptions.

7. CONDITION OF PROPERTY. Buyer is purchasing the Property in an "as-is" condition.

8. LEASES AND OTHER INTERESTS IN THE PROPERTY. Except as otherwise detailed below, Seller represents and warrants that at the Closing, the Property shall be delivered free and clear of any interest in the Property, including without limitation, liens, mortgages, leaseholds and any contracts, agreements or transactions with any third party relating to the management, operation, maintenance or repair of the Property, including contracts related to any cellular or other telecommunications facilities.

9. CLOSING.

A. Date and Place. The closing of the sale of the Property by Seller to Buyer shall be on or before sixty (60) days after the expiration of the Investigation Period (the "Closing").

B. Seller's Obligations at Closing. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(1) Grant, Bargain and Sale Deed. Seller shall execute and deliver to Escrow Agent for recording a Grant, Bargain and Sale Deed in form and substance reasonably satisfactory to Buyer, fully executed and acknowledged by Seller, conveying the Property to Buyer.

(2) Owner's Title Policy. Seller shall cause the Escrow Agent to issue and deliver to Buyer a CLTA standard coverage owner's policy of title insurance ("Owner's Title Policy") in the amount of the Purchase Price, insuring that Buyer is owner of the Property subject only to such matters as approved by Buyer. In the event that Buyer elects to obtain an ALTA policy and/or endorsements, Buyer shall pay for the increased charges above the Owner's Title Policy including an ALTA survey if required.

(3) Other Instruments. Seller shall execute and deliver such other documents as are customarily executed in the State of Nevada in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may reasonably be required by the Escrow Agent.

(4) Possession. Buyer shall have all rights of possession at Closing.

C. Buyer's Obligations at Closing.

(1) Payment of Purchase Price. At Closing, Buyer shall pay the Purchase Price in lawful money of the United States of America, less the amount of the Deposit to be paid to Seller at the

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Closing, and subject to any adjustments for prorations and other credits provided for in this Agreement.

(2) Other Instruments. Buyer shall execute and deliver such other documents as are customarily executed in the State of Nevada in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may reasonably be required by the Escrow Agent.

(3) Prorations. All real estate taxes relating to the Property for the year of the Closing shall be prorated as of the date of Closing between Seller and Buyer. If the amount of taxes for that year are not known at the time of Closing, the prorations shall be based on an estimate of the taxes for the year of Closing, and when the tax information becomes available, Seller or Buyer may request reimbursement from the other party for any excess amount charged to that party at the Closing. Likewise, any other amounts normally prorated between Seller and Buyer (such as tenant rent), if any, shall be prorated between Seller and Buyer as of the date of Closing. Pursuant to Nevada Revised Statute 375.090, Buyer is exempt from real property transfer tax when title to property is transferred to Buyer as a political subdivision of the State of Nevada.

D. Closing Costs. Seller and Buyer each agree to pay the following costs at the Closing:

(1) Paid by Seller. Seller agrees to pay the cost of preparing the Grant, Bargain and Sale Deed; the premium for the Owner's Title Policy; any real estate commissions, the real property transfer taxes or documentation taxes, if any; the cost of preparing and recording any releases and other documents necessary to convey the Property in accordance with this Agreement; one-half (1/2) of any reasonable and customary escrow or closing fee charged by the Escrow Agent; Seller's attorney's fees, and any other similar closing costs customarily paid by a seller of real property.

(2) Paid by Buyer. Buyer agrees to pay the recording fee for the Grant, Bargain and Sale Deed; one-half (1/2) of any reasonable and customary escrow or closing fee charged by the Escrow Agent; Buyer's attorney's fees and any other similar closing costs customarily paid by a Buyer of real property.

10. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants without duty of investigation to Buyer that as of the execution of this Agreement and as of the Closing Date:

A. To the best of Seller's actual knowledge: no portion of the Property, or any adjacent property, is being used or has been used for the disposal, storage, or other handling of hazardous materials (as defined by an applicable law); the Property is not presently contaminated with any hazardous materials; there are no buried storage tanks on the Property; and no condition on the Property or any property in the vicinity of the Property is in violation of any applicable federal, state, or local environmental law, ordinance or regulation;

B. There are no oral or written leases, licenses, or other agreements allowing any third party any right to possess or use the Property, and Seller has no knowledge of any adverse possession or prescriptive easement claim with respect to the Property;

C. To the best of Seller's knowledge, there are no encroachments or easements affecting any part of the Property which are not disclosed in writing to Buyer;

D. There is no pending litigation, arbitration, administrative proceeding, condemnation action or other legal or governmental action with respect to the use, ownership or possession of the Property, nor does Seller have any knowledge that any such litigation, arbitration, proceeding or action is contemplated;

E. The representations and warranties expressed in this Agreement shall survive the Closing

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Date for a period of six (6) months. Seller agrees to indemnify, defend, and hold Buyer harmless from any claims, losses, damages, costs, or expenses resulting from any inaccuracy in or breach of any representation or warranty made by Seller.

11. DEFAULT AND LIQUIDATED DAMAGES.

A. Buyer Default. If Buyer defaults under this Agreement, Seller, in lieu of all other remedies Seller may have at law or equity, shall be entitled to receive the Deposit from Escrow Agent ("Liquidated Damages"). It is agreed between Buyer and Seller that the Liquidated Damages amount constitutes the amount of damages to be incurred by Seller as a result of a default by Buyer and the Liquidated Damages shall be paid to Seller as liquidated damages for a default of Buyer under this Agreement because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default.

B. Seller Default. In the event of a default by Seller, Buyer shall have available to it any and all applicable remedies at law or in equity, including an action to compel specific performance under the terms of this Agreement.

12. DESTRUCTION/CONDEMNATION OF PROPERTY. If any of the Property is damaged or destroyed by any casualty or by a partial taking or condemnation under the provisions of eminent domain law after the Effective Date but prior to the Closing, Seller shall have no obligation to repair or replace any such damage or destruction. Seller shall, upon consummation of the transaction herein provided, assign to Buyer all claims of Seller under or pursuant to any casualty insurance coverage, or under the provisions of eminent domain law, as applicable, and all proceeds from any such casualty insurance or condemnation awards received by Seller on account of any such casualty or condemnation, as the case may be (to the extent the same have not been applied by Seller prior to the Closing to repair the resulting damage), and there shall be no reduction of the Purchase Price (except as expressly provided below in this Section 11). In the event the cost of repair of the damage to such improvements on account of a casualty or condemnation shall exceed an amount equal to (i) Twenty Five Thousand Dollars and No Cents ($25,000.00) in the event of uninsured loss, or (ii) Fifty Thousand Dollars and No Cents ($50,000.00) whether such loss is insured or uninsured, or in the event that as a result of condemnation access to the Property is permanently impaired, or rentable or parking area within the Property is reduced and materially reduces the value of the Property, then Buyer may, at its option, terminate this Agreement by written notice to Seller, given on or before the Closing (in which case this Agreement shall terminate, Buyer shall be entitled to a return of the Deposit, and neither party shall have any further obligation to the other hereunder subject to any liabilities that expressly survive termination). If Buyer does not so terminate this Agreement despite uninsured loss, then Buyer shall receive a credit against the Purchase Price for any deductible and the amount of the cost of repair of the damage attributable to such uninsured loss up to (but not in excess of) Twenty Five Thousand Dollars and no Cents ($25,000.00).

13. Miscellaneous.

A. Assignment. Buyer shall be permitted to assign this Agreement to an affiliated entity at any time prior to Closing. This Agreement nor any of Buyer's rights hereunder may not be assigned or transferred by Buyer to a non-affiliated party without the prior written consent of Seller, and such approval shall not be unreasonably withheld.

B. Seller and Buyer represent and warrant that this purchase and sale is being conducted between a "willing Seller and willing Buyer."

The City represents and warrants that it has not and will not exercise its rights under Nevada law to use eminent domain to acquire the Property or any part thereof arising out of the purchase and sale of

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the Property. Seller acknowledges that the City has not represented any intention to exercise its right under Nevada law to use eminent domain to acquire the Property or any part thereof.

Seller represents and warrants that Seller and its successors, assigns, heirs, executors and administrators hereby releases and forever discharges, the City, its officers, employees and agents from any and all demands, claims or causes of action against the City, including without limitation all claims, demands or causes of action arising out of or pertaining to any occurrence, event, circumstance or matter of any kind or nature arising out of, directly or indirectly, to any claims arising from the City's purchase of the Property relating to compensation for real estate value, leasehold value, fixtures and equipment, value of buildings, loss of business goodwill, loss of profits, interest, litigation expenses, attorneys' fees and costs, loss or damages solely related to condemnation, inverse condemnation, unreasonable pre-condemnation delay or unreasonable pre-condemnation activities.

Should the City commence an eminent domain action for the acquisition of the Property for any public purpose, Seller retains all rights related to any and all demands, claims or causes of action against the City, including without limitation all claims, demands or causes of action arising out of or pertaining to any occurrence, event, circumstance or matter of any kind or nature arising out of, directly or indirectly, to any claims arising from the City's purchase of the Property relating to compensation for real estate value, leasehold value, fixtures and equipment, value of buildings, loss of business goodwill, loss of profits, interest, litigation expenses, attorneys' fees and costs, loss or damages related to condemnation, inverse condemnation, unreasonable pre-condemnation delay or unreasonable pre-condemnation activities.

C. Notices. Any and all notices and demands by any party hereto to any other party or Escrow Agent, required or desired to be given hereunder shall be in writing and shall be validly given or made only if personally delivered, via facsimile and/or email transmission with receipt verification from the receiving party(ies), or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested or if made by FedEx or other similar delivery service keeping records of deliveries and attempted deliveries. Service shall be conclusively deemed made upon receipt if personally delivered or, if delivered by mail or delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner. Any notice or demand shall be addressed to:

To Seller: Attn: Justin Chang
24 Karat Realty
4055 S. Spencer St., Ste 226
Las Vegas, NV 89119
Phone: (702) 429-0122
Fax: (702) 548-1323
Email: jkcmoneyman@aol.com

To Buyer: Attn: Real Estate Manager
City of Las Vegas
Phone: (702) 229-1022
Email: tboyce@lasvegasnevada.gov

To Buyer's Broker: Attn: Taylor Prince
Love Local Real Estate
7997 W Sahara, Ste 101
Las Vegas, NV 89117
Phone: (702) 682-7361
Email: taylorprince888@gmail.com

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To Escrow Agent: Attn: Kerrie Kissane
Chicago Title
9075 W Diablo Dr #100
Las Vegas, NV 89148
Phone: (702) 836-8000
Fax: (702) 836-8160
Email: kkissane@ctt.com

The parties hereto may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

E. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, estate, legal representatives, successors and assigns.

F. Severability. If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and the terms and conditions hereof thereafter shall be construed as if such invalid, illegal, or unenforceable terms or conditions had never been contained herein.

G. Entire Agreement. The terms and conditions hereof relating to the subject matter described herein (i) constitute the entire agreement and understanding between the Seller and the Buyer, (ii) supersede all prior agreements, and understandings, written or oral, between the Buyer and the Seller, and (iii) may not be modified or amended except by an instrument mutually executed and delivered by the Seller and the Buyer.

H. Time. Time is of the essence to the performance of any provisions of this Agreement. If the date for performance of any provisions of the Agreement is a Saturday, Sunday, or banking holiday (in the State of Nevada), the date for performance shall be extended until the next "business" day.

I. Interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

J. Waiver. Either the Buyer or the Seller may specifically waive any breach of the terms and conditions hereof by the other party, but no waiver specified in this Section shall constitute a continuing waiver of similar or other breaches of the terms and conditions hereof. All remedies, rights, undertaking, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

K. Attorney's Fees. Should either the Buyer, the Seller, or the Broker employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, the non-prevailing party in any action pursued in courts of competent jurisdiction shall pay to the prevailing party all reasonable costs, damages, and expenses, including attorneys' fees, expended or incurred by the prevailing party.

L. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Clark County, Nevada. Each party hereby consents to the personal jurisdiction of any court of competent subject matter jurisdiction sitting in Clark County, Nevada, and to the service of process in accordance with the laws of the State of Nevada and any rules applicable to any such court.

Authentisign ID: 6430B40E-7A3F-4AD6-9084-D2568E767DC0

M. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

N. Effective Date. The Effective Date shall be the date this Agreement is signed by both Buyer and Seller.

O. Construction. Both parties hereto have participated in the construction of this Agreement and any ambiguities shall not be interpreted against either party as being the constructing party.

P. Counterparts. This Agreement may be executed in counterpart. Each counterpart of this Agreement shall constitute an original, and all such counterparts taken together shall constitute one and the same agreement.

Q. Electronic/Email Execution and Delivery. An email transmission of this Agreement may be executed by one or more parties hereto, and an executed copy may be delivered by one or more parties by email transmission pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, the parties hereto agree to execute an original of this Agreement as well as any facsimile, email transmission or other reproduction hereof.

R. 1031 Exchange. Seller and Buyer hereby agree to cooperate with each other in a tax-deferred exchange should either party so elect. Seller and Buyer hereby agree to indemnify each other from any and all costs, taxes, assessments and/or liability that may be proximately caused by such tax-deferred exchange. In the event Seller and/or Buyer effect a tax-deferred exchange, such exchange shall not otherwise delay the Closing nor shall either party be required to take title to any property so as to accommodate such exchange.

S. Not an Offer. Preparation of this Agreement by Seller or Seller's Agent and submission of same to Buyer or Buyer's Agent shall not be deemed an offer. This Agreement shall become effective and binding upon the parties hereto only upon mutual execution by both parties hereto.

T. Confidentiality. The terms and conditions of this transaction are confidential. Seller and Buyer agree not to disclose such terms, other than to their necessary agents or personnel during the escrow period. Additionally, Buyer shall keep all information and reports obtained from Seller or relating to the Property or the proposed transaction confidential and shall not disclose any such confidential information to any other person or entity without obtaining the prior written consent of Seller. Buyer will not discuss the transaction with any employees employed at the property or any customers of the business located at the property.

U. This Agreement and any attached addendum, rider, or exhibit has been prepared for submission to your attorney for his/her approval. No representation or recommendation is made by any party or its employees or agents as to the legal sufficiency, legal effect or tax consequences of this agreement or the transaction relating thereto.

Authentisign ID: 6430B40E-7A3F-4AD6-9084-D2568E767DC0

LARRY RAMIREZ LEON, TRUSTEE OF THE HECTOR RAMIREZ AND MARICELA LEON LIVING TRUST DATED OCTOBER 1, 2018

"Seller"

By: Authentisign 2/4/2021 9:32:00 AM PST

Printed Name: Larry Ramirez Leon

Title: Trustee

Date of Execution by Seller: 02/04/2021

CITY OF LAS VEGAS

"Buyer"

By: _____

Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

Attest:

By: _____

LuAnn D. Holmes MMC
City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 2/8/21

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Authentisign ID: 6430B40E-7A3F-4AD6-9084-D2568E767DC0

EXHIBIT "A"

LEGAL DESCRIPTION

[SEE ATTACHED]

EXHIBIT A

PARCEL 1:

A PORTION OF LOT ONE (1) OF AZRA CENTER, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 94 OF PLATS, PAGE 42, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, LOCATED IN A PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.B.&M., CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 29;

THENCE NORTH 87°57'55" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 29, ALSO BEING THE CENTERLINE OF WASHINGTON AVENUE, A DISTANCE OF 778.34 FEET; THENCE NORTH 02°02'05" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID WASHINGTON AVENUE BEING THE POINT OF BEGINNING;
THENCE NORTH 03°57'40" WEST A DISTANCE OF 183.92 FEET;
THENCE SOUTH 88°59'34" EAST A DISTANCE OF 152.33 FEET;
THENCE SOUTH 01°17'49" EAST A DISTANCE OF 175.75 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID WASHINGTON AVENUE;
THENCE SOUTH 87°57'55" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE, A DISTANCE OF 143.67 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL SIX (6) ON FILE IN FILE 111 OF SURVEYS, PAGE 75, RECORDED SEPTEMBER 28, 2000 IN BOOK 20000928 AS DOCUMENT NO. 02526 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL 2:

BEING LOT FIVE (5) OF RECORD OF SURVEY FILE 111, PAGE 75, ALSO BEING A PORTION OF LOT ONE (1) OF AZRA CENTER, A COMMERCIAL SUBDIVISION AS SHOWN BY MAP THEREOF ON FILE IN BOOK 94 OF PLATS, PAGE 42 LOCATED IN A PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY NEVADA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 29;

THENCE NORTH 87°57'55" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 29, ALSO BEING THE CENTERLINE OF WASHINGTON AVENUE A DISTANCE OF 589.01 FEET; THENCE NORTH 02°02'05" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID WASHINGTON AVENUE BEING THE POINT OF BEGINNING;
THENCE NORTH 03°11'43" EAST A DISTANCE OF 193.42 FEET;
THENCE SOUTH 88°59'34" EAST A DISTANCE OF 165.75 FEET;
THENCE SOUTH 03°57'40" EAST A DISTANCE OF 183.92 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID WASHINGTON AVENUE;
THENCE SOUTH 87°57'55" WEST ALONG THE NORTH RIGHT OF WAY LINE OF WASHINGTON AVENUE A DISTANCE OF 189.33 FEET TO THE POINT OF BEGINNING.

Authentisign ID: 6430B40E-7A3F-4AD6-9084-D2568E767DC0

EXHIBIT B

EXECUTED LETTER OF INTENT

[SEE ATTACHED]

Authentisign ID: C82A1E35-AF11-44D5-A6B8-7222D7ECD254

LETTER OF INTENT
TO PURCHASE REAL PROPERTY

Date: December 7th, 2020

To: Justin Chang

Subject: Assessor's Parcel Number 140-29-212-009

Subject to the execution of a definitive and mutually acceptable agreement of purchase and sale ("Purchase Agreement") within thirty (30) days after execution of this Letter of Intent, the undersigned offers to purchase Assessor's Parcel Number 140-29-212-009 (the "Property") in accordance with the following terms and conditions:

1. Seller: Larry Ramirez Leon, Trustee of the Hector Ramirez and Maricela Leon Living Trust Dated October 1, 2018.

2. Buyer: Taylor Prince. Buyer may assign his interest to any corporation, partnership or limited liability company in which he is the controlling party or to any other third party without Seller approval.

3. Subject Property: Together with the real property, Buyer is also purchasing all of Seller's rights, title and interest in all of the fixtures, improvements, leases, maps, reports, plans, and other such material is having to do with the Property including all land use entitlements, governmental permits and allocations, and other such governmental and agency approvals as may exist concerning the Property

4. Purchase Price: Five Hundred Thirty-Five Thousand Dollars and No Cents ($535,000.00) contingent on appraisal to be conducted by and at the sole expense of the Buyer.

5. Opening of Escrow: Escrow (the "Purchase Escrow") shall be opened at Chicago Title Company within ten (10) business days from execution of this Letter of Intent. The Purchase Agreement and Mutual Escrow Instructions shall be mutually prepared and executed by Buyer and Seller within sixty (60) days of execution by both parties of this Letter of Intent to purchase.

6. Deposit. Concurrently with the opening of escrow, Buyer shall place therein the sum of Ten Thousand Dollars and No Cents ($10,000.00) as a refundable deposit toward and applicable to the Purchase Price (the "Deposit"). Deposit will be fully refundable if the Conditions Precedent are not satisfied or waived in writing by the Purchaser. Otherwise, the Deposit will be applied to the Purchase Price at closing. If the Buyer defaults at closing due to no fault of Seller, the Deposit will be retained by the Seller as its sole remedy.

7. Due Diligence Period. Buyer shall have sixty (60) days after execution of this Letter of Intent to perform all feasibility and due diligence for subject property (the "Due Diligence Period"). Seller shall fully cooperate with Buyer in providing any and all information available regarding the Property, including without limitation, copies of all documents pertaining to the Property and within the Seller's control, including all leases and amendments, tenant files, current rent roll, current operating statement and operating statements for the last three (3) calendar years, delinquent accounts report, security deposits list, current operating cost recovery reconciliation and operating cost recovery reconciliation for the last three (3) calendar years, all reports including environmental, engineering, structural, mechanical, traffic, soils, drainage, foundation and roof reports and all other studies, notices, or information pertaining to the

Authentisign ID: C82A1E35-AF11-44D5-A6B8-7222D7ECD254

condition or status of the Property. The documents that are copied (the "Materials") will be listed and referred to in the Purchase Agreement.

Buyer may terminate this Letter of Intent and/or the Purchase Agreement at any time prior to the end of the Due Diligence Period for any or no reason whatsoever, upon written notification to Seller and Escrow Holder of the termination. Upon notice of termination, Escrow Holder shall be instructed to immediately release the Deposit made by Buyer and return to Buyer within five (5) business days of termination.

8. Buyer's Condition Precedent to Closing: Following the expiration of the Due Diligence Period, Buyer's obligation to close escrow shall be subject only to the following conditions (the "Conditions Precedent"):

A. Title Company shall be in position to issue a policy of title insurance to Buyer in the full amount of the Purchase Price showing good and marketable title vested in Buyer subject only to such exceptions to title as have been approved by Buyer during the Due Diligence Period.

B. The non-existence of any development, building, construction, or flood moratoria affecting the Subject Property.

C. Seller to provide Buyer title to property free and clear of liens except for non-delinquent taxes.

D. Completion and approval by Buyer of the appraisal of the Property.

E. Review and approval of the Materials.

9. Close of Escrow. Close of escrow date shall be set by the parties as part of the Purchase Agreement. Buyer and Seller shall each bear their own expenses in connection with this Letter of Intent and the purchase and sale of the Property.

10. Confidentiality. All negotiations regarding the Property will be confidential and will not be disclosed to anyone other than respective advisors and internal staff of the parties and necessary third parties. No press or other publicity release will be issued to the general public concerning the proposed transaction without mutual consent unless required by law, and then only upon prior written notice to the other party. In such event the other party, in its sole discretion, may seek to quash such demand.

11. Expiration of Offer: This Letter of Intent shall constitute an open offer until 5:00 PM PST on December, 9th, 2020, at which time it shall be automatically terminated if not executed by Seller.

12. Other Provisions:

A. The Purchase Agreement may contain other provisions such as, but not limited to, a liquidated damages clause, attorney's fees, notices, mutual indemnifications, broker's commission, and the like.

B. Any and all documentation provided by Seller to Buyer shall be returned to Seller upon cancellation of this transaction.

C. Counterparts; Electronic Delivery. This Letter of Intent 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.

If the above outline of terms and conditions are acceptable, please indicate by signing below. All parties to these transactions intend that this proposal be superseded by the Purchase Agreement. In the

Authentisign ID: C82A1E35-AF11-44D5-A6B8-7222D7ECD254

meantime, all parties agree to proceed in accordance with terms and conditions outlined in this Letter of Intent. Seller understands the purpose of this Letter of Intent is to allow further investigation by both parties into the feasibility of entering into a formal agreement. This Letter of Intent is only binding on the parties during the Due Diligence Period. If the Purchase Agreement is not mutually executed within the Due Diligence Period for any or no reason whatsoever, this Letter of Intent shall expire and no party shall have any further rights or duties hereunder. Seller shall not solicit other offers during the Due Diligence Period.

BUYER

By: _____

Taylor Prince

Date: 12/7/2020

SELLER

By: Larry Ramirez Leon

Name: _____

AuthentiSIGN
12/8/2020 6:53:08 AM PST

Title: Trustee

Date: 12/08/2020

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
15

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve a Las Vegas Valley Water District (LVVWD) Non-Exclusive Easement from the City of Las Vegas to service the Historic Westside Legacy Park project located in the vicinity of West Lake Mead Boulevard and North Martin Luther King Boulevard, APN 139-21-313-025 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Easement is necessary for the new Park construction as the Easement will allow LVVWD the right to enter the property for the construction, operation, maintenance and repair of the water facilities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Las Vegas Valley Water District Non-Exclusive Easement

APN: 139-21-313-025

RETURN TO:
Las Vegas Valley Water District
Land Acquisition and Management (M/S 95)
P O Box 99956
Las Vegas, Nevada 89193-9956

LVVWD Project/Contract No.: 138818

LAS VEGAS VALLEY WATER DISTRICT

NON-EXCLUSIVE EASEMENT

THIS GRANT OF EASEMENT, made and entered into by and between City of Las Vegas

hereinafter known as the GRANTOR(s) and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the state of Nevada, hereinafter known as the DISTRICT.

WITNESSETH:

That the GRANTOR(s), for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States and other valuable consideration to it in hand paid by the DISTRICT, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the DISTRICT, its successors and assigns, a perpetual easement for the construction, operation, use, maintenance, repair, replacement, reconstruction and removal of pipelines and all underground and surface appurtenances for conducting water and any facilities ancillary thereto, such as electric power, fiber optic, and the rights of ingress and egress, over, on, above, across and under that certain parcel of land described as follows:

See Exhibit A and B, attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

APN: 139-21-313-025

1. No buildings, structures, walls, fences, or trees shall be placed upon, over or under said parcel of land for the duration of this easement, except that said parcel may be improved and used for street, road or driveway purposes, trail, path or parking lot, non-vehicular public access, or shallow root landscaping purposes, and for other utilities, insofar as such use does not interfere with its use by the DISTRICT for the purposes for which it is granted.

2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the DISTRICT's operations using reasonable care.

3. Should any of the DISTRICT facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns, shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the DISTRICT.

4. The GRANTOR shall not allow any obstructions, which may impede or interfere with the DISTRICT's use of or access to said easement.

5. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions, which may impede or interfere with the DISTRICT's use.

6. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and enure to the GRANTOR(s), the DISTRICT, and their heirs, assigns, successors, tenants, and personal representatives.

7. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

/
/
/
/

APN: 139-21-313-025

DO NOT MARK OUTSIDE THIS BOX

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand this _____ day of _____, 20____.

_____
(Signature)

BY: Carolyn G. Goodman
(Print Name)

ITS: Mayor
(Capacity)

Attest: _____
LuAnn D. Holmes, MMC
City Clerk

Approved as to form
John S. Ridilla 2/9/21
John S. Ridilla Date
Deputy City Attorney

State of _____)
) ss
County of _____)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

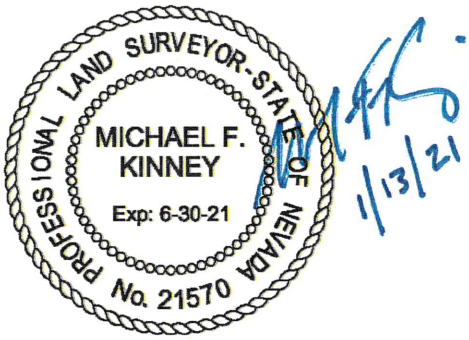
WITNESS my hand and official seal.

_____ _____
Notary Public Notary Seal/Stamp

(Form Revised: August 1, 2017)

APN: 139-21-313-025

JANUARY 12, 2021
BY: RH
P.R. BY: OMS



EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHWEST OF MARTIN L. KING BOULEVARD AND MOUNT MARIAH DRIVE (JIMMY AVENUE).

LAND DESCRIPTION

BEING A PORTION OF LOT 7 AS SHOWN ON THAT SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54 IN OFFICIAL RECORDS, CLARK COUNTY, NEVADA, LYING IN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CENTERLINE INTERSECTION OF MARTIN L. KING BOULEVARD AND MOUNT MARIAH DRIVE (JIMMY AVENUE) AS SHOWN ON SAID SUBDIVISION; THENCE NORTH 89°43'00" WEST, ALONG THE CENTERLINE OF SAID MOUNT MARIAH DRIVE, 364.52 FEET; THENCE NORTH 00°17'00" EAST, DEPARTING SAID CENTERLINE, 30.00 FEET TO THE **POINT OF BEGINNING**, SAME BEING A POINT ON THE SOUTH LINE OF SAID LOT 7, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID MOUNT MARIAH DRIVE (60.00 FEET WIDE); THENCE NORTH 89°43'00" WEST, ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, 11.00 FEET; THENCE NORTH 00°17'00" EAST, DEPARTING SAID SOUTH

LINE AND SAID NORTH RIGHT-OF-WAY LINE, 14.00 FEET; THENCE SOUTH 89°43'00" EAST, 11.00 FEET; THENCE SOUTH 00°17'00" WEST, 14.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 154 SQUARE FEET MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 00°17'00" EAST, BEING THE BEARING OF THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 54 IN OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

AS SHOWN ON "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

REFERENCES:

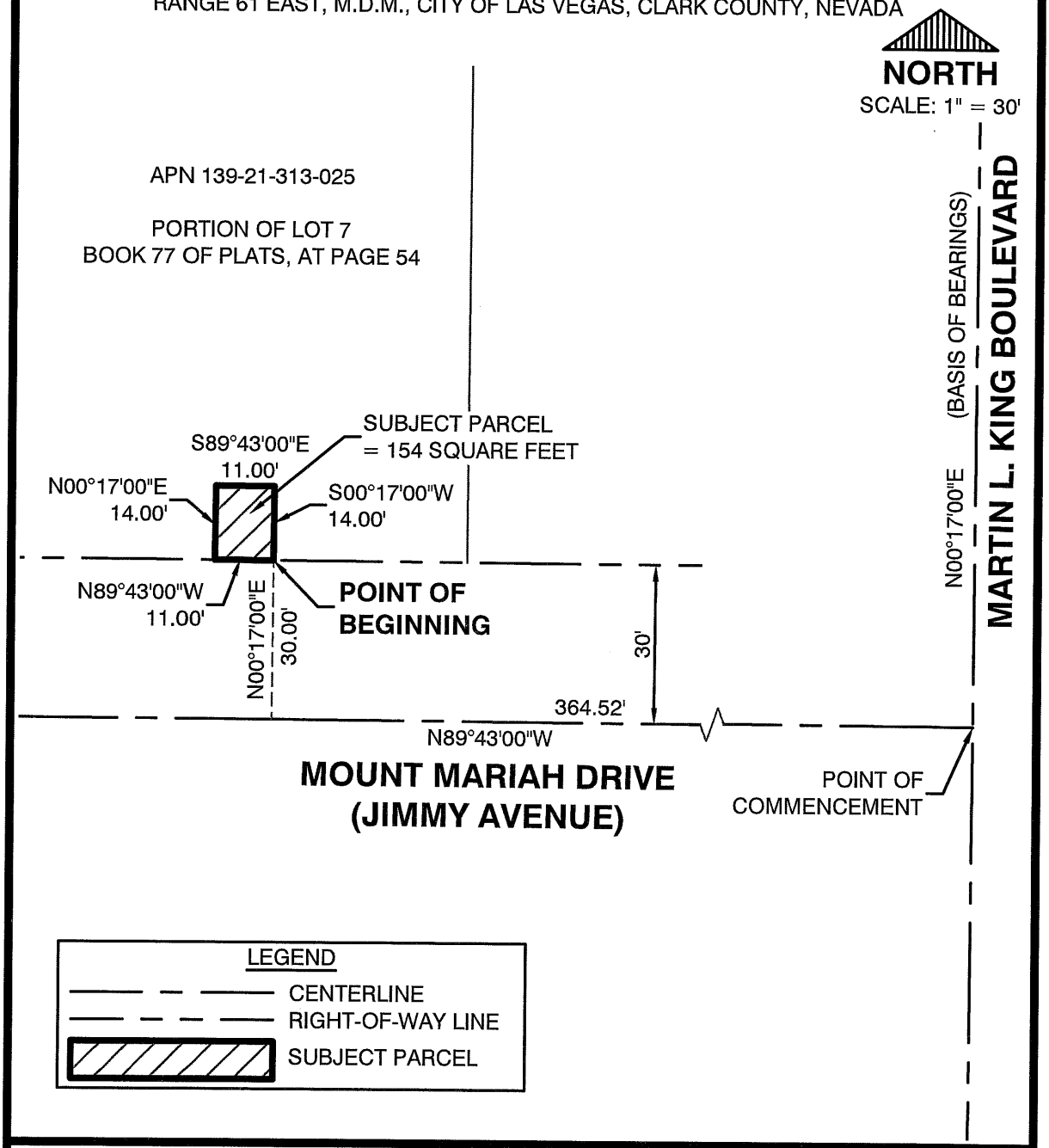
1) GRANT, BARGAIN AND SALE DEED, BOOK 951005 INST# 00356
2) BOOK 77 OF PLATS, AT PAGE 54

END OF DESCRIPTION

MICHAEL F. KINNEY, PLS
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NV 89106

EXHIBIT TO ACCOMPANY LAND DESCRIPTION

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



DEPARTMENT OF PUBLIC WORKS	LEGACY PARK
SURVEY & RIGHT-OF-WAY	
DATE: 01/11/2021 DRAWN BY: RH	
SHEET: 3 OF 3	LAS VEGAS VALLEY WATER DISTRICT EASEMENT
FILE NAME: H77757-06-LEGL.DWG	

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
16

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

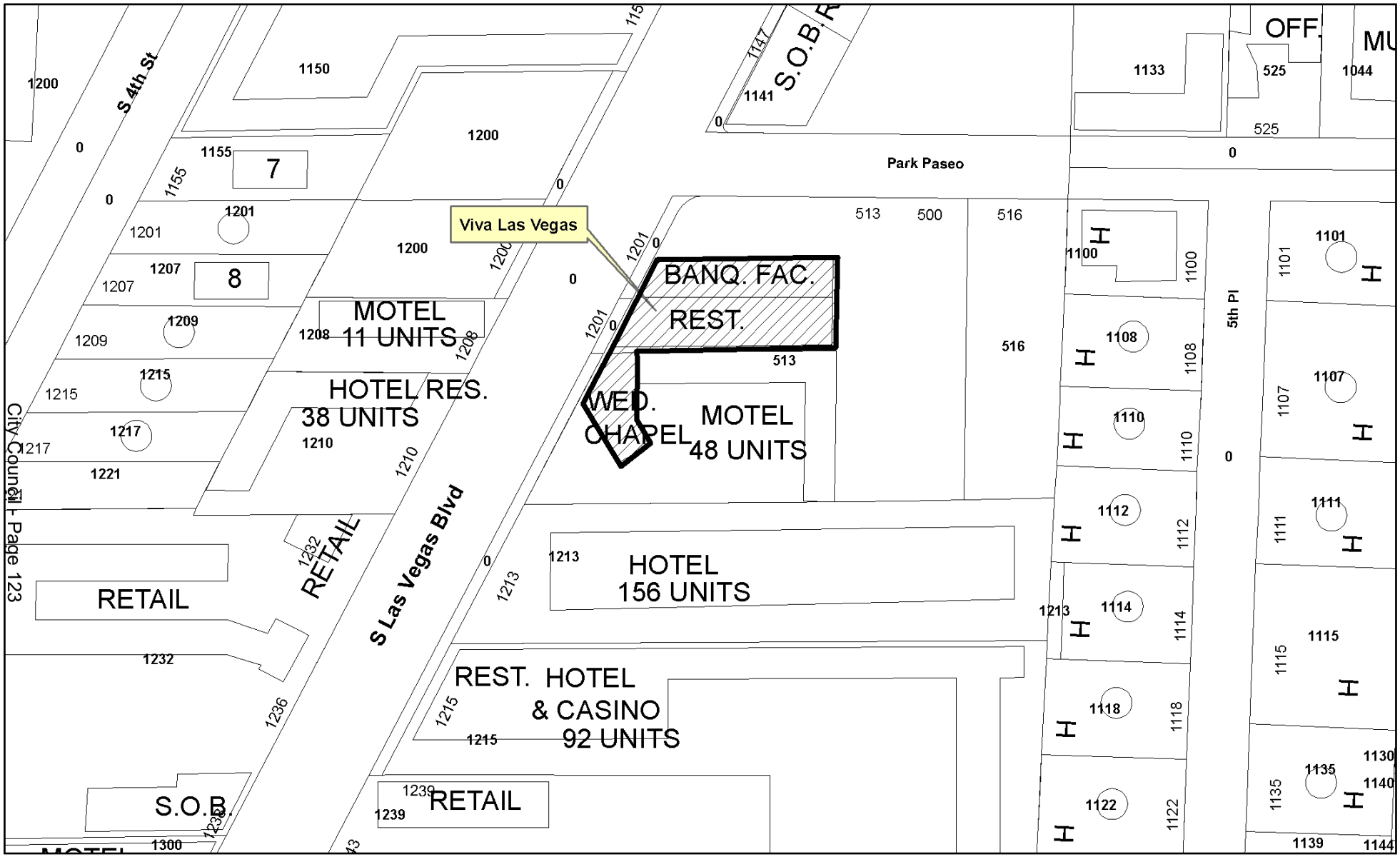
SUBJECT:
For possible action to approve a Non-Operational Tavern-Limited License for a Change of Ownership FROM: VIVA LAS VEGAS THEMED WEDDINGS, INC. TO: VIVA LAS VEGAS CENTER, INC. dba VIVA LAS VEGAS CENTER, INC. at 1201 South Las Vegas Boulevard, Suite #110 [Ilan Gorodezki, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Non-Operational Tavern-Limited License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



Viva Las Vegas
1201 South Las Vegas Boulevard, Suite #110
Ward #3

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, February 16, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
17

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

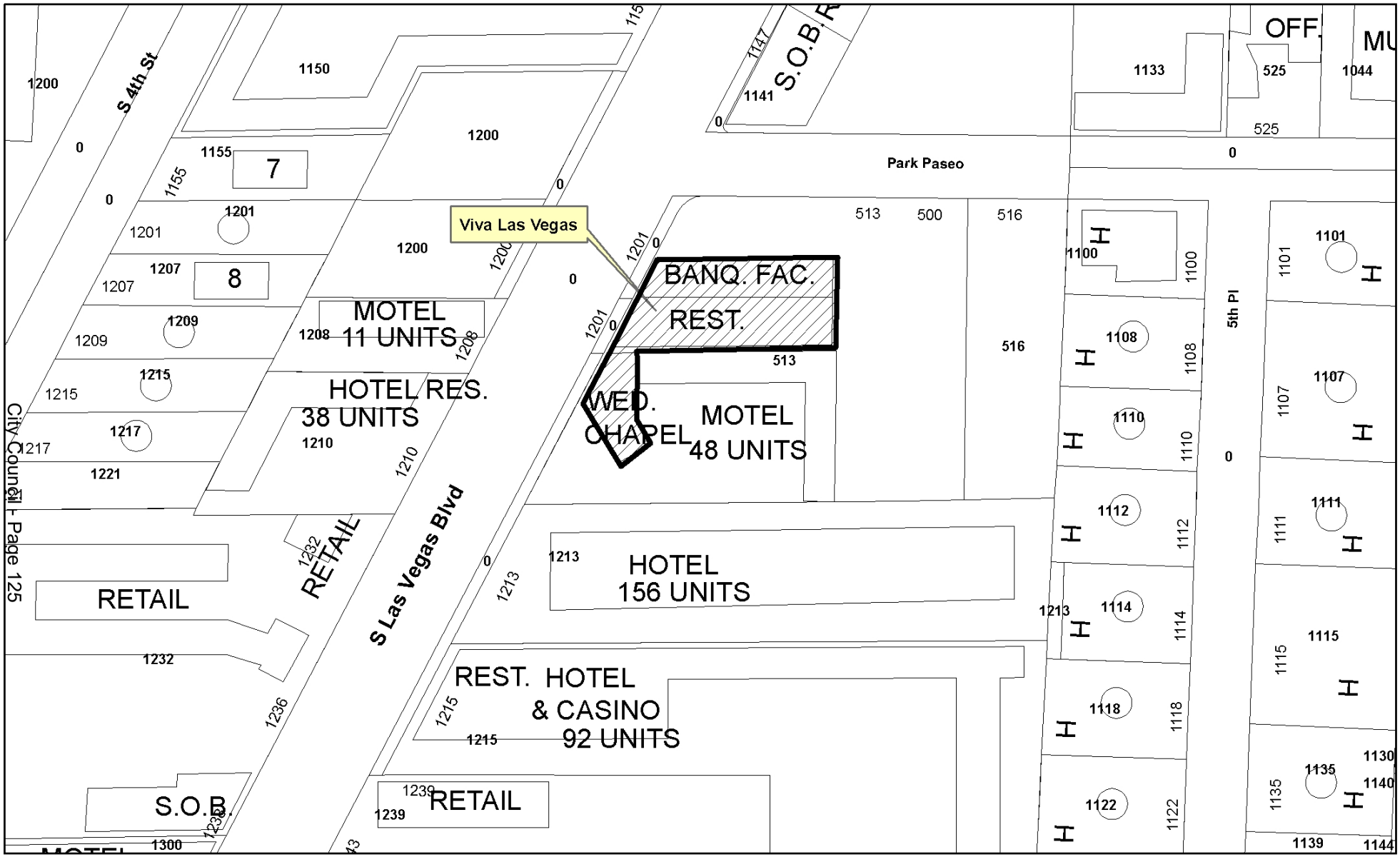
SUBJECT:
For possible action to approve a Non-Operational Banquet or Event Establish - Liquor License for a Change of Ownership FROM: VIVA LAS VEGAS THEMED WEDDINGS, INC. TO: VIVA LAS VEGAS CENTER, INC. dba VIVA LAS VEGAS CENTER, INC. at 1201 South Las Vegas Boulevard, Suite #110 [Ilan Gorodezki, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Non-Operational Banquet or Event Establish - Liquor License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



Viva Las Vegas
1201 South Las Vegas Boulevard, Suite #110
Ward #3

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, February 16, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
18

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

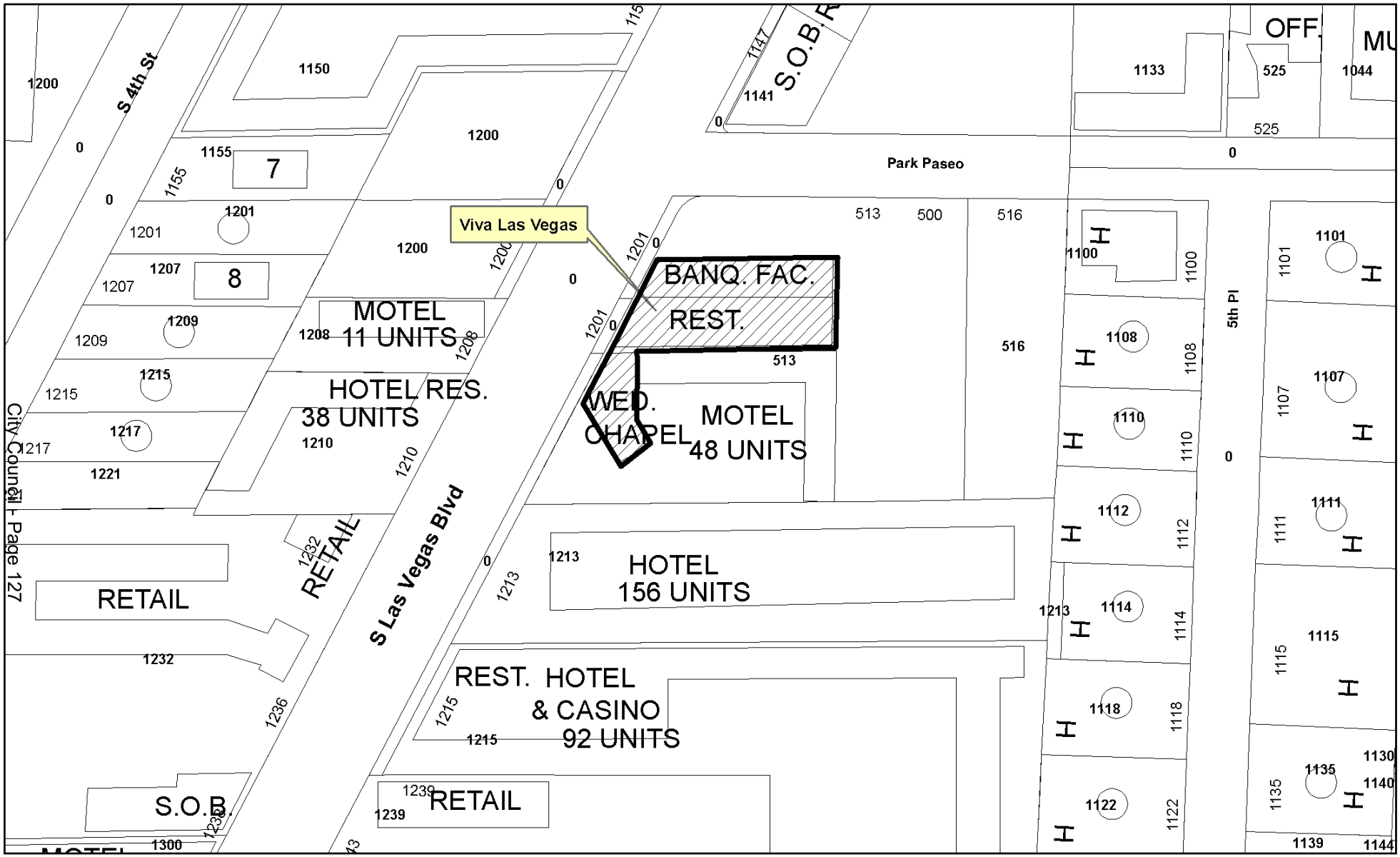
SUBJECT:
For possible action to approve a Non-Operational Beer Wine Room License for a Change of Ownership FROM: VIVA LAS VEGAS THEMED WEDDINGS, INC. TO: VIVA LAS VEGAS CENTER, INC. dba VIVA LAS VEGAS CENTER, INC. at 1205 South Las Vegas Boulevard [Ilan Gorodezki, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Non-Operational Beer Wine Room License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



Viva Las Vegas
1205 South Las Vegas Boulevard
Ward #3

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, February 16, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
19

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve First Amendment to Interlocal Agreement between the City of Las Vegas (CLV) and Clark County (County) to provide for the adjustment of two (2) sewer siphon vaults located near the Las Vegas Wash and Sloan Lane as part of the Sandhill Owens Relief Sewer Project - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The County wishes to have the CLV complete all design, construction and construction management activities for the completion of the adjustment of two (2) existing sanitary sewer siphon vaults located near the Las Vegas Wash and Sloan Lane as part of the CLV Sandhill Owens Relief Sewer Project. This amendment is to rectify the agreement amount with the awarded low bid. The interlocal agreement amount was $94,782 and is hereby revised to $327,582 to correlate with the low bid from the contractor, Las Vegas Paving.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Amendment to Interlocal Agreement

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CLARK COUNTY FOR THE CITY OF LAS VEGAS-SANDHILL OWENS PROJECT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CLARK COUNTY FOR THE CITY OF LAS VEGAS-SANDHILL OWENS PROJECT (this "First Amendment") is made by and between the COUNTY OF CLARK, NEVADA, a Nevada political subdivision (the "County") and the CITY OF LAS VEGAS, NEVADA, a Nevada municipal corporation (the "City").

This Agreement is effective on the later of the date ("Effective Date") approved by the Board of County Commissioners or the Las Vegas City Council, as long as approval by one is within sixty (60) calendar days of approval by the other.

RECITALS

WHEREAS, the County on August 4, 2020 and the City on August 5, 2020 approved that certain *Interlocal Agreement Between the City of Las Vegas and Clark County for the City of Las Vegas Sandhill Owens Project* (the "Interlocal Agreement") for the modifications to the two sanitary sewer siphon vaults as part of the Sandhill-Owens Relief Sewer (the "Project"); and

WHEREAS, the modifications to the two sanitary sewer siphon vaults is necessary for the County's project to construct a bridge over the Las Vegas Wash; and

WHEREAS, pursuant to NRS 338, the City advertised, bid, and selected the lowest responsible and responsive bidder for the Project; and

WHEREAS, the cost of the modifications to the two sanitary sewer siphon vaults exceeds the amount provided for in the Interlocal Agreement; and

WHEREAS, as the County desires to proceed with the modifications to the two sanitary sewer siphon vaults at the additional cost.

NOW THEREFORE, for and consideration of the premises and mutual covenants contained within the Interlocal Agreement and herein, the Parties agree as follows:

AGREEMENT

1. Reference the Interlocal Agreement, SECTION II. VAULT COSTS, Subsection 3. Replace the text in its entirety with the following:

3. The lowest responsible and responsive contractor for the Project bid Two Hundred Sixty Thousand and 00/100 Dollars ($260,000.00) for the Vaults.

2. Reference the Interlocal Agreement, SECTION II VAULT COSTS, Subsection 4. Replace the text in its entirety with the following:

4. The total cost to the County shall not exceed Three Hundred Twenty-Seven Thousand, Five Hundred Eighty-two and 00/100 Dollars ($327,582.00), which includes all of the items described in Subsections 1, 2, and 3, plus ten percent (10%) contingency based upon the Project contractor's bid price for the construction of the Vaults.

3. The Parties represent and acknowledge, to the best of their knowledge, that as of the date of this First Amendment, neither party (i) is in default under the terms of the Interlocal Agreement; (ii) has any defense, set off or counterclaim to the enforcement by either party of the terms of the Interlocal

Agreement; and (ii) is aware of any action or inaction by either party that would constitute an event of default by ether party under the Interlocal Agreement. This clause does not constitute a waiver in the event such a default, defense, set off, counterclaim to enforcement of terms of the Interlocal Agreement, or any action or inaction related to the Interlocal Agreement is discovered.

4. In the event of a conflict between any provision(s) of the Interlocal Agreement and of this First Amendment, this First Amendment shall control.

5. In all other respects, the Interlocal Agreement is hereby ratified and confirmed, in full.

6. COUNTERPARTS; ELECTRONIC DELIVERY. This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, 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 have executed this First Amendment as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 2/3/21
John S. Ridilla Date
Deputy City Attorney

[LEFT BLANK AND SIGNATURES CONTINUED ON NEXT PAGE]

COUNTY OF CLARK, NEVADA

By: _____

Marilyn Kirkpatrick, Chair

Date of Board of County Commissioner Approval: _____

ATTEST:

By: _____

Lynn Marie Goya, County Clerk

APPROVED AS TO FORM:

By: _____

Laura C. Rehfeldt Date
Deputy District Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
20

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve First Supplemental Interlocal Contract LAS29F20 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to increase funding for construction of the Flamingo - Boulder Highway North, Charleston - Boulder Highway to Maryland Parkway and Maryland Parkway System ($8,360,160 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $8,360,160
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
On May 21, 2020, the CCRFCD entered into an interlocal contract with the CLV to provide funding for the construction, construction management, and entity construction management labor cost for the Flamingo - Boulder Highway North, Charleston - Boulder Highway to Maryland Parkway and Maryland Parkway System. This First Supplemental Interlocal Contract will increase project funding from $41,028,829 to $49,388,989. Additional funding of $8,360,160 is needed to cover increased estimated construction costs and revised funding allocations and additional utility relocation associated with storm drain. The CCRFCD approved this interlocal agreement at the January 14, 2021 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Supplemental Interlocal Contract LAS29F20

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
FLAMINGO – BOULDER HIGHWAY NORTH, CHARLESTON – BOULDER HWY TO MARYLAND PKWY AND MARYLAND PKWY SYSTEM

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of January, 2021 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number FLBN 0170, 0180, 0205, 0275, and 0280 and FLMP 0000, 0013, 0042, and 0068, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated May 21, 2020 was entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to increase project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECTS COSTS shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction Management at a cost not exceed $1,752,160.

2. Construction at a cost not to exceed $46,349,816.

3. Entity Construction Management Labor Cost at a cost not to exceed $1,287,013.

4. The total cost of this Contract shall not exceed $49,388,989 which includes all the items described in the paragraphs above.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the original Interlocal Contract dated May 21, 2020 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 2/2/21
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

January 14, 2021

Regional Flood Control District

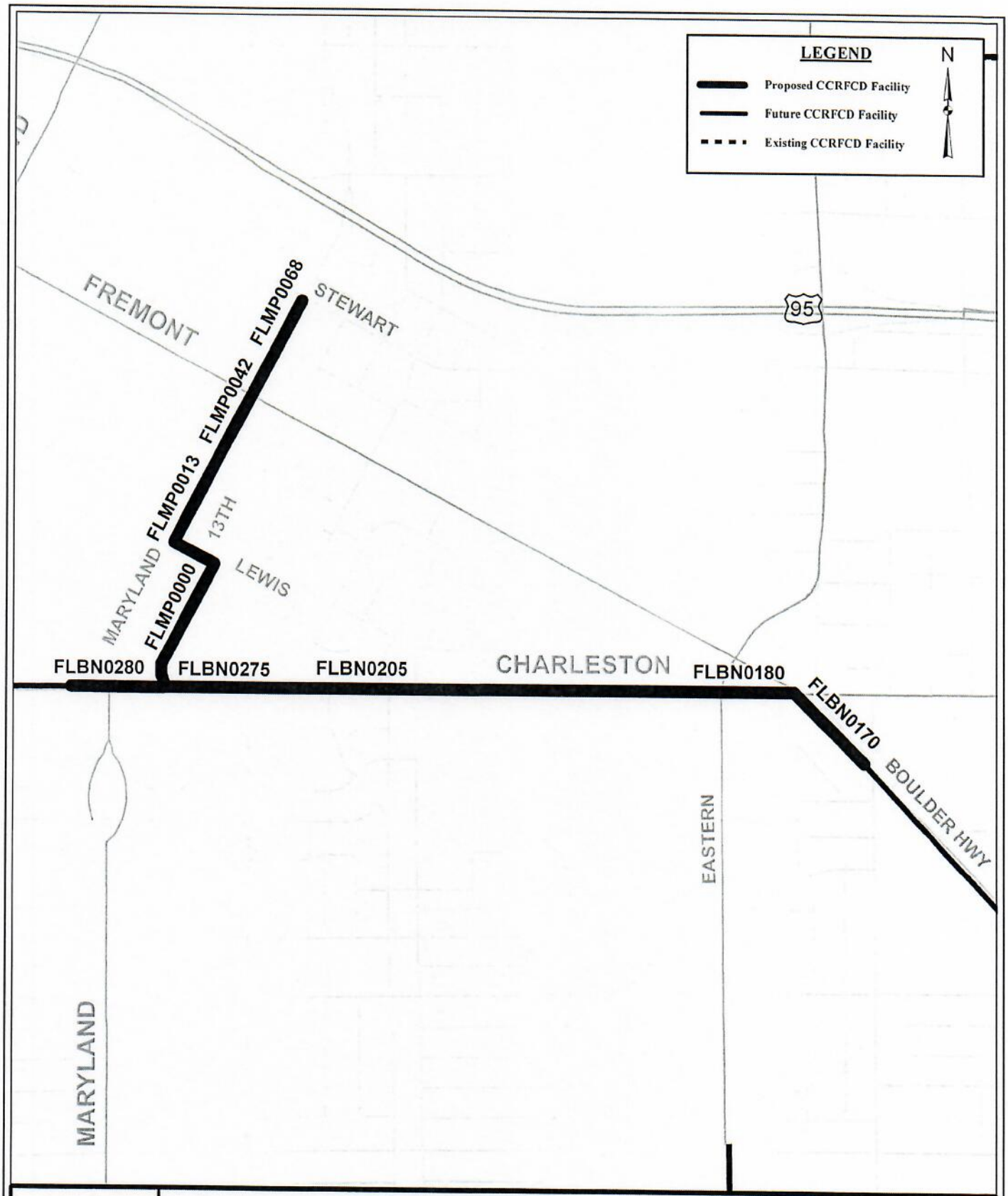
By: DeAnn Allard
Chair

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: Christopher Figgins
Christopher Figgins Date
RFCD Attorney 1/14/2021



Public Works
Flood Control Planning

EXHIBIT A
FLAMINGO - BOULDER HWY NORTH, CHARLESTON - BOULDER HWY TO MARYLAND PARKWAY SYSTEM
(LAS29F20)

SCALE: 1:13,000
DRAWING NAME: Flamingo_BoulderHwyNorth_Charleston_MainSt-MarylandPky-EAST
DRAWN BY: C. JONES
DATE: 04/22/2020
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\Flamingo_BoulderHwyNorth_Charleston_MainSt-MarylandPky-EAST.mxd

Due to continuous development activity, this map is for reference only

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
21

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve a Sewer Over-Sizing and Extension Refunding Agreement between the City of Las Vegas (CLV) and Meadows Owner, LLC for an over-sized sewer generally located in Meadows Lane between Decatur Boulevard and Valley View Boulevard ($696,757.93 - Sanitation Fund) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $696,757.93
Funding Source: Sanitation Fund
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
This Sewer Over-Sizing and Extension Refunding Agreement will provide reimbursement to Meadows Owner, LLC for the extension of an oversized sewer (8-inch to 10-inch) located in Meadows Lane west of Valley View Blvd for approximately 2,680 feet (see Exhibit A). Exhibit B specifies a reimbursable amount up to a maximum of $696,757.93 as determined by the lowest cost and lowest cost differential from three sealed bids received by the CLV. The amount of reimbursement is limited to actual costs paid by the developer for construction.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Sewer Over-Sizing and Extension Refunding Agreement
2. Exhibit A
3. Exhibit B

SEWER OVER-SIZING AND EXTENSION REFUNDING AGREEMENT

THIS SEWER OVER-SIZING AND EXTENSION REFUNDING AGREEMENT (this "Agreement"), is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"), and MEADOWS OWNER, LLC, a Delaware limited liability company (the "Developer").

This Agreement is effective on the later of the date of approval by the Las Vegas City Council or Developer, each as noted on the signature page hereto, as long as approval by one is within thirty (30) calendar days of approval by the other ("Effective Date").

RECITALS

WHEREAS, the City is the governmental entity to which is delegated the responsibility of providing sewer service to persons who reside within its corporate boundaries; and

WHEREAS, the limited financial resources of the City prevent the immediate expansion of its municipal sewer system to the Development; and

WHEREAS, the Administrative Code of the City permits the expansion of such municipal sewer system through the use of private funds at the discretion of the City; and

WHEREAS, said Code further provides that the City may reimburse a developer who extends the City's municipal sewer system to his development or constructs, at the request of the City, a sewer trunk line of a size which is in excess of the size that would otherwise be required to serve its development, or both so extends and over-sizes, for a portion of the costs which such developer incurs in extending such sewer system or in constructing such over-sized sewer trunk line, or both; and

WHEREAS, the Developer is engaged in the development of that certain parcel of real property which is known as Meadows Multifamily/theAPEX@meadows (the "Development"), which Development has been approved by the City; and

WHEREAS, the City and Developer have entered into that certain Off-Site Improvement Agreement that provides for the installation by the Developer of off-site improvements (the "Improvements") and for performance security in order to secure the faithful performance of all of the terms, conditions and covenants under the Off-Site Improvement Agreement (the "Performance Security"); and

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter set forth, the parties hereto agree as follows:

SECTION I-DEFINITIONS

"Connection Fee" means the fee or charge which is imposed by the City upon an owner of property for the privilege of connecting such property onto the City's municipal sewer system.

Developer Reimbursable Connection Fees ($125.00 for each sewer connection fee received) are described as connection fees received from individual properties as well as subdivisions which connect to and are adjacent to the limits of the Over-Sizing portion of this Agreement.

"Development" shall have the meaning set forth in the second Recital.

"Extension" means that portion of the Sewer Project that commences at the terminal point of the City's existing municipal sewer system and terminates at Meadows Lane and Bedford Road as further defined herein.

"*Improvements*" shall have the meaning set forth in the sixth Recital.

"*Off-Site Improvement Agreement*" means an agreement between the City and the Developer obligating the Developer and successor owners of the parcel(s) to install improvements that are defined by approved off-site improvement plans and the approved performance bond estimate.

"*Over-Sizing*" means the difference between the diameter of the Sewer Project, had the Sewer Project been constructed and installed at the size which would otherwise be required to serve the Development (for the purposes of this Agreement, an 8-Inch Line), and the diameter of the Sewer Project, at the request of the City, that is actually constructed and installed (for the purposes of this Agreement, a 10-Inch Line) as further defined herein.

"*Plans and Specifications*" means the engineering designs, drawings and specifications which give a detailed description of the complete construction and installation of the Sewer Project, including the Over-Sizing, which plans and specifications have heretofore been submitted to, and approved by, the City. Copies of the plans and specifications are on file with the City's Department of Public Works.

"*Sewer Project*" shall have the meaning set forth in the seventh Recital.

"*Uniform Standard Specifications*" means those publications entitled, "Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition" adopted by the City of Las Vegas, June 16, 1993, and "Design and Construction Standards for Wastewater Collection Systems, 1991" adopted by the City of Las Vegas, August 21, 1991.

SECTION II—OBLIGATIONS OF DEVELOPER

1. Covenant of Installation.

A. The Developer hereby agrees to construct and install the entire Sewer Project, in accordance with the plans and specifications, at its sole cost and expense, subject to the right of the City to designate the type of appurtenances and any other relevant matter which it considers is necessary for the construction of its municipal sewer system. In this connection, it is acknowledged that the limits of the Sewer Project are designated on Exhibit "A" which is attached hereto and by this reference made a part hereof.

B. The Sewer Project shall include all materials and equipment, such as sewer lines, manholes, lateral stub-outs, and other appurtenances which are constructed and installed between the boundary of the Development which is nearest to the terminal point of the City's existing sewer system and such terminal point as is more particularly shown on Exhibit "A".

C. The Developer agrees to perform all survey and design work which is necessary for the construction and installation of the Sewer Project, in accordance with the plans and specifications, at its sole cost and expense without any right of reimbursement from the City.

2. Basis for Estimated Costs.

A. It is acknowledged that the estimated costs for which the Developer is entitled to reimbursement for constructing and installing the Extension and for the Over-Sizing which are provided for herein are based upon written bids for the installation of the Sewer Project which the Developer has obtained from at least three (3) contractors who are duly licensed by the State of Nevada and are acceptable to the City. The City may waive the requirement of written bids if good cause for such waiver is shown by the Developer, in which event the estimated costs of the Over-Sizing will be established in a manner which is mutually acceptable to the City and to the Developer. The City and Developer acknowledge that the contract for the construction and installation of the Extension and Over-Sizing are

exempt from the provision of Chapters 338, 332, and 339 of the Nevada Revised Statutes ("NRS") pursuant to NRS 338.0115.

3. Installation Standards:

A. The Developer agrees that the Sewer Project will be installed in a good and workmanlike manner according to the plans and specifications, the Uniform Standard Specifications and the Design and Construction Standards for Wastewater Collection Systems.

SECTION III—RIGHT OF REIMBURSEMENT

1. The reimbursement to the Developer of:

A. Ninety-five percent (95%) of the costs which the Developer will incur in constructing and installing that portion of the Sewer Project consisting of approximately one thousand four hundred twelve linear feet (1,412 LF) of 10-inch line from the City sewer line at Meadows Lane and Valley View Boulevard to Bedford Road (the "Extension"), *excluding* the costs which are attributable to the installation of the first two-hundred (200) feet thereof as required by the City's Building Department Administrative Code, 2012 Edition, Section 406.A.6 available at https://files.lasvegasnevada.gov/building-safety/2012-Administrative-Code.pdf ; and

B. the difference between the cost of the 8-Inch Line and 10-Inch Line (each as defined herein), for that portion of the Sewer Project consisting of one thousand two hundred sixty eight linear feet (1,268 LF) from Bedford Road to the western boundary of the Development (the "Over-Sizing").

SECTION IV—COSTS OF EXTENSION AND OVER-SIZING AND AMOUNT REFUNDABLE

1. It is agreed by the parties hereto that the costs of the construction and installation of the Extension and Over-Sizing which are subject to reimbursement under the terms of this Agreement have been determined pursuant to the calculations set forth on Exhibit "B" which is attached hereto and by this reference made a part hereof.

2. It is acknowledged that the estimated costs of the construction and installation of the Extension and the Over-Sizing which are set forth on Exhibit "B" are based upon estimates which have been obtained by the Developer and approved by the City and represent the maximum amount to which the Developer will be entitled to reimbursement for the construction and installation of the Sewer Project. All other costs and expenses which the Developer incurs in connection with the Sewer Project shall be the responsibility of the Developer. Additionally, if the actual costs of the construction and installation of the Extension are less than the estimated costs thereof, the Developer shall be entitled to reimbursement only for such actual costs as provided for herein.

SECTION V—OBLIGATIONS OF CITY

1. The City will reimburse the Developer, within thirty (30) calendar days after the City's acceptance of the Sewer Project, for that portion of the costs thereof which are attributable to the Extension and the Over-Sizing. The City's acceptance of the Sewer Project shall not (i) relieve the Developer of any obligation under the Off-Site Improvement Agreement; (ii) relieve the Developer of the obligation to maintain the Sewer Project until final acceptance of all Improvements; and (ii) obligate the City to release, in part or in full, the Performance Security until final acceptance of all Improvements.

2. As a condition precedent to any such reimbursement, the Developer must submit to the City a written request for payment, a statement of completion that the Sewer Project was constructed pursuant to the

approved plans and specifications, a lien release from the Developer's contractor(s) and materials suppliers for all materials and labor, a statement from all subcontractors affirming that they have received payment in full, an itemized invoice reflecting actual costs paid and a bill of sale transferring the ownership of the sewer line and appurtenances to the City.

3. The City agrees, by its final acceptance of the Improvements and completion by Developer of all obligations under the Off-Site Improvement Agreement, to be responsible for the operation and maintenance thereof, except as is otherwise provided in Section IX hereof which pertains to repairs that are necessitated by any defective material or faulty workmanship in the construction and installation of the Sewer Project or the faulty design thereof.

4. On each anniversary of the City's acceptance of the Sewer Project for ten (10) years after acceptance of the Sewer Project, the City shall pay the Developer Reimbursable Connection Fee in an amount which is equal to the aggregate of $125.00 for each sewer connection fee that the City has received during the preceding 12-month period with respect to properties, other than property which belongs to the Developer at the time of this agreement, which were connected to the Over-Sizing portion of the Sewer Project during such period, will be reimbursed to the Developer to recoup the cost of the 8-Inch Line.

Developer acknowledges that Developer Reimbursable Connection Fees shall not be paid by the City to Developer for any portion of the Extension.

SECTION VI—TIME OF PERFORMANCE

1. This Agreement shall become effective upon the execution hereof and the right of the Developer to reimbursement hereunder shall cease and terminate (i) with respect to the construction and installation of the Over-Sizing, ten (10) years after the date of the City's acceptance of the Sewer Project; and (ii) with respect to the Extension, when the Developer has received reimbursement of the costs as provided hereunder.

SECTION VII—GUARANTEE OF RIGHT OF ACCESS

1. In order to guarantee that the City will have access to any and all portions of the Sewer Project for the purpose of maintaining and repairing the same, to the extent that Developer has the authority to do so, the Developer hereby agrees that:

A. Except as is otherwise provided in Paragraph 3 hereof the Developer will dedicate to the City an easement over and across a strip of land which is twenty (20) feet in width, extending the length of the Sewer Project, and which contains the Sewer Project, as approved by the Developer in its reasonable discretion;

B. If the Sewer Project is installed on privately owned lands, other than lands which are owned by the Developer, the Developer will obtain and dedicate to the City an easement over and across a strip of land which is twenty (20) feet in width, extending the length of the Sewer Project, and which contains the Sewer Project. The City is unable to permit the Improvements without the necessary property rights to build the Sewer Project;

C. If the land in which the Sewer Project is installed will become part of a street which will be dedicated for public use, as a part of the Development, the right of access shall be included in the dedication of that street; and

D. Any such dedication shall provide therein that no building, structure, tree, shrub or other improvement or obstacle may be placed in or near the area which is dedicated thereby in such a manner as to interfere with the use of such strip of land in accordance with the provisions hereof, and any easement

which is conveyed to the City shall additionally provide for the right of the City to operate, maintain, repair, replace or relocate the Sewer Project or to alter the size, number of pipelines or other appurtenances which are installed therein.

SECTION VIII—RIGHT OF INSPECTION

1. The City shall have the right, but not the obligation, at any time and from time to time to inspect the construction and installation of any part of the Sewer Project. At the end of construction and installation upon final inspection by the City, the City shall accept the work performed by the Developer and said work shall be deemed complete. The Developer agrees that any inspection of the installation of the Sewer Project which is conducted by the City hereunder or the City's subsequent acceptance of the Sewer Project shall not relieve or release the Developer from its responsibility to correct any defective material or faulty workmanship, or both, in the construction and installation of the Sewer Project as provided in Section IX hereof.

SECTION IX—CORRECTION OF DEFECTIVE MATERIALS, FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

1. The Developer hereby accepts full responsibility for the quality of the materials and workmanship in the construction and installation of the Sewer Project and covenants and agrees, upon the City's final acceptance to assign its builder's warranty to the City, which warranty shall be for a period of no less than one (1) year after the City's final acceptance of the Improvements and upon notification by the City, prior to the City's final acceptance of the Improvements, to correct any defective material or faulty workmanship, or both, in the construction and installation of the Sewer Project. In the event that the Developer fails or refuses to make any such correction, the City shall have the right, but not the obligation, to repair the Sewer Project and the Developer hereby agrees to reimburse the City for the documented costs which it incurs in so doing.

SECTION X—INDEMNITY

1. Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, Developer shall protect, indemnify, and hold harmless the City, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the City, its officer or employees may suffer, or which may be sought against, recovered from or obtainable against the City, its officers or employees as a result of, by reason of, or arising out of the negligent acts or omissions of the Developer, its subcontractors, or agents or anyone employed by the Developer or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this Agreement.

2. It is expressly agreed that the City and the Developer shall each initially pay their respective costs in defending themselves in any and all suits or actions which may be brought against them, their officers or employees because of, or by reason of, the negligent act or omission of either of them unless such suit or action is defended on their behalf by the Sewer Project contractor. However, the parties hereto agree that in the event the suit or action is reduced to judgment then the cost of such defense shall be ultimately divided or distributed between the parties in the following manner:

A. An adjudication by the court or trier of fact that neither the City nor the Developer is responsible or liable for the plaintiffs' injuries or damages, then each party shall bear its own costs and expenses of litigation.

B. An adjudication by the court or trier of fact that the Developer is solely or partly responsible and liable for the plaintiffs' injuries or damages while the City is relieved of any responsibility and liability, then the Developer shall reimburse the City for all of its costs and expenses of litigation.

C. An adjudication by the court or trier of fact that the City is solely or partly responsible for the plaintiffs' injuries or damages while the Developer is relieved of any responsibility and liability, then the City shall reimburse the Developer for its costs and expenses of the litigation.

D. An adjudication by the court or trier of fact which determines responsibility and liability on a comparative basis between the parties, then the City and the Developer shall share in the total costs and expenses of litigation in that amount determined by multiplying the total percentage of fault or liability attributable to the respective parties by the total costs and expenses of litigation.

E. In the event that the suit or action is settled between the litigants, each party shall be responsible for all of its costs and expenses of litigation, unless the settlement agreement provides otherwise.

SECTION XI—OWNERSHIP OF SEWER PROJECT

1. Upon the completion of the Sewer Project, and as a condition precedent to the acceptance thereof by the City, the Developer agrees to furnish to the City a good and sufficient Bill of Sale which (i) includes all of the sewer lines and appurtenances which are components of the Sewer Project, (ii) attests to the fact that all of such components are free and clear of all liens and other encumbrances and (iii) conveys to the City all right, title and interest in and to the Sewer Project.

2. It is understood and agreed that the Sewer Project shall thereafter, upon its acceptance by the City, become and remain the exclusive property of the City.

SECTION XII—RIGHT OF TERMINATION

1. After execution of this Agreement, the City shall have no right to terminate this Agreement except upon Developer's material breach of this Agreement which is not cured within thirty (30) days after receiving notice of such breach by the City, upon ninety (90) days prior written notice to the Developer. Such notice shall be deemed to have been given on the date on which it is delivered in person to a representative of the Developer or is deposited with the United States Postal Service, postage prepaid and certified - return receipt requested, and addressed to the Developer at 9555 Hillwood Drive, Ste. 110, Las Vegas, NV 89134 or such other address as the Developer may hereafter, from time to time, designate to the City in writing.

2. Any funds which have been expended by or on behalf of the Developer for the construction and installation of the Sewer Project as of the date of the Developer's receipt of such written notice shall be reimbursed to the Developer as hereinabove provided.

SECTION XIV—ASSIGNMENT

1. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, legal representatives, and assigns.

SECTION XV—COUNTERPARTS/ELECTRONIC DELIVERY

1. COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto.

Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 1/25/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

MEADOWS OWNER, LLC

By: _____

Printed Name: Tim Peters

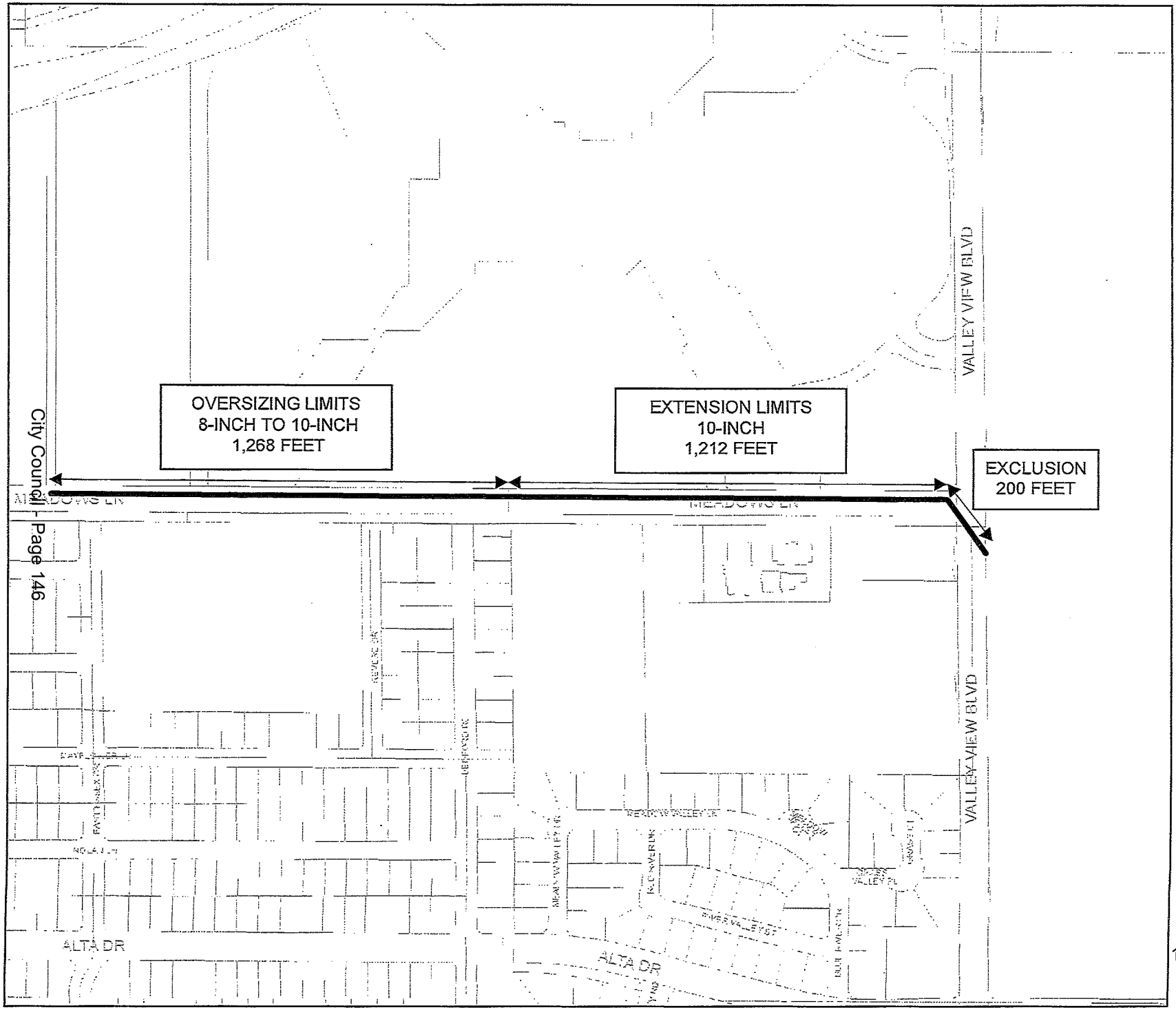
Title: Manager

Date: 1/19/21

EXHIBIT "A"

LIMITS OF SEWER PROJECT

[SEE ATTACHED]



CITY OF LAS VEGAS NEVADA

EXHIBIT A

Meadows Multifamily Oversizing and Extension Agreement Limits

Oversize and Extension Sewer

N W E S

150 75 0 150 Feet

EXHIBIT "B"

CALCULATION OF COSTS OF THE CONSTRUCTION AND INSTALLATION OF THE EXTENSION AND OVER-SIZING WHICH ARE SUBJECT TO REIMBURSEMENT

[SEE ATTACHED]

EXHIBIT "B"
COST OF CONSTRUCTION

1. Developer: TRU Development, LLC
9555 Hillwood Drive, Suite 110
Las Vegas, NV 89134

2. Development: Meadows Lane Sanitary Sewer Main Extension, L20-01395

3. Engineer: TRU Engineering
9555 Hillwood Drive, Suite 110
Las Vegas, NV 89134

4. Basis for Over-sizing and Extension Costs - Prices for the over-sizing and extension portion of this agreement are based upon the lowest cost and lowest cost differential as submitted by:

Martin-Harris Construction
3030 South Highland Drive
Las Vegas, NV 89109

Total Project Bid With Oversizing

Project Manager	hrs	80	$80.70	$6,456.00
Superintendent	hrs	320	$71.31	$22,819.00
Clerical/Accounting	hrs	120	$46.25	$5,550.00
Drinking Water	mo	2	$160.00	$320.00
Temp Signage	ea	1	$1,200.00	$1,200.00
Mobilization	ea	1	$11,434.00	$11,434.00
Survey	allow	1	$4,500.00	$4,500.00
TC/Trench Shoring/Barrier Rail/Sweeper	ls	1	$58,803.00	$58,803.00
Vac Truck	hrs	6	$458.83	$2,753.00
Existing Sewer Connection	ea	1	$1,168.00	$1,168.00
Furnish/Install 10-inch PVC Sewer	lf	2,730	$111.45	$304,253.00
Furnish/Install 8-inch Sewer Lateral	lf	28	$72.54	$2,031.00
Furnish/Install 48-inch Sewer Manhole	ea	8	$7,084.88	$56,679.00
Furnish/Install Sewer Cap Thrust Block	ea	1	$701.00	$701.00
Sawcut and Replace Existing AC Paving	sf	32,941	$6.98	$229,912.00
Furnish/Install 60" Dia. Sewer Manhole	ea	2	$13,960.50	$27,921.00
Furnish/Install 4" Concrete Cap	lf	20	$158.30	$3,166.00
Haul-off	cy	1,540	$21.14	$32,559.00
Striping and Signage Restoration	ls	1	$10,114.00	$10,114.00
Dust Control/SWPPPS	ls	1	$26,327.00	$26,327.00
General Liability Insurance	%	0.012	$808,666.00	$9,624.00
Contractor's Fee	%	0.060	$808,666.00	$48,119.00
P&P Bond	%	0.008	$808,666.00	$6,191.00
Builder's Risk Insurance	%	0.002	$808,666.00	$2,012.00
NV Commerce Tax	%	0.000	$808,666.00	$276.00
	Total Bid Item Costs			$874,888.00

Total Project Bid without Over-sizing

8-inch ilo 10-inch	lf	1305	-$1.61	($2,104.00)
General Liability Insurance	%	0.000	$874,888.00	($25.00)
Contractor's Fee	%	0.000	$874,888.00	($124.00)
Builder's Risk Insurance	%	0.000	$874,888.00	($5.00)
NV Commerce Tax	%	0.000	$874,888.00	($1.00)

EXHIBIT "B"
COST OF CONSTRUCTION

Deductive Bid Item Costs	($2,259.00)
Pipe Oversizing Reimbursable Amount	$2,259.00

Extension Portion

2,680 feet (total) - 1,268 feet (over-sizing) - 200 feet (CLV Code exclusion) = 1,212 feet

1,212 ÷ 2,680 = 0.452, 45.2%

0.452 x $874,888.00 = $395,449.38

0.95 (CLV Code deduction) x $395,449.38 = $375,676.91

Pipe Extension Reimburseable Amount	$ 375,676.91

10-Year Oversizing Portion

1,268 feet (over-sizing) ÷ 2,680 feet (total) = 0.473, 47.3%

0.473 x $874,888.00 = $413,822.02

$413,822.02 - $95,000.00 (CLV EUD Contribution) = $318,822.02

10-Year Over-sizing Maximum Reimburseable Amount	$318,822.02

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
22

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Bryan K. Scott

SUBJECT:
RESOLUTIONS:

R-9-2021 - For possible action to approve a Resolution concerning City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2022); determining the cost to be assessed and authorizing, ordering and directing the City Engineer to prepare the Final Assessment Roll and providing the effective date hereof - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This Resolution directs the City Engineer to prepare the Final Assessment Roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the estimated maintenance costs from July 1, 2021 through June 30, 2022.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-9-2021

RESOLUTION NO. R-9-2021

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2022); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (the "City Council" and the "City," respectively) pursuant to an ordinance heretofore adopted (the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance) (the "District") to defray the annual maintenance costs of a street beautification project within such District (the "Maintenance Project"); and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a contract for the Maintenance Project on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Maintenance Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360 and 271.378, the City Council has determined and does hereby declare that the net cost to the City for the Maintenance Project in the District for FY2022 (including all necessary incidentals, which either have been or will be incurred in connection with the District) is $62,800 of which $-0- is available from other sources and $62,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. All of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
$62,800	$62,800	$-0-

Section 3. The City Engineer (the "Engineer") be, and is hereby authorized, ordered and directed, with the assistance of the City Engineer Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Maintenance Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings,

assessment rolls and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on March 3, 2021.

CAROLYN G. GOODMAN
Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

2/10/21

James B. Lewis Date
Deputy City Attorney

STATE OF NEVADA	)
	)
COUNTY OF CLARK	) **ss**
	)
CITY OF LAS VEGAS	)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on March 3, 2021.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Carolyn G. Goodman Stavros S. Anthony Michele Fiore Cedric Crear Brian Knudsen Victoria Seaman Olivia Diaz
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting in accordance with the State of Nevada Executive Department declaration of emergency directive 006:

(i) The City of Las Vegas website – www.lasvegasnevada.gov

(ii) The Nevada Public Notice Website – notice.nv.gov

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on March 3, 2021, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 3, 2021.

(SEAL)

LUANN D. HOLMES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
23

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Bryan K. Scott

SUBJECT:
RESOLUTIONS:

R-10-2021 - For possible action to approve a Resolution concerning City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2022); fixing the time and place when complaints, protests, and objections to the Final Assessment Roll for the District will be heard; providing for the manner of giving notice of the Hearing on the Final Assessment Roll; prescribing other details in connection therewith; ratifying all action taken consistent with the provisions hereof; and providing the effective date hereof - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This Resolution defines the time and place for a public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane for the period July 1, 2021 through June 30, 2022.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-10-2021

RESOLUTION NO. R-10-2021

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2022); FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, ("City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (the "Creation Ordinance") created City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance) (the "District") to defray the annual maintenance costs of a street beautification project within the District (the "Maintenance Project"); and

WHEREAS, the City Council, by resolution heretofore adopted, has authorized the proper officers of the City to execute a contract for the Maintenance Project on behalf of the City in accordance with NRS 271.335, for the Maintenance Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases); and

WHEREAS, NRS 271.360 and 271.378 provides that the City Council may determine the cost of the Maintenance Project for the fiscal year to be assessed after making the contract, or after determining the net cost to the City; and

WHEREAS, in accordance with NRS 271.360 and 271.378, the City Council has determined and does hereby declare that the net cost to the City for the Maintenance Project for FY2022 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $62,800, of which $-0- is available from other sources and $62,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Maintenance Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the City Engineer with the assistance of the City Engineer Division (the "Engineer") to make out a final assessment roll; and

WHEREAS, the City Council, together with the Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The Engineer has reported the final assessment roll to the City Council and has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the District and only that property, which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, who may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, matters, and things heretofore taken, had, and done by the City and the Officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessment	Amount Available from Other Sources
$62,800.00	$62,800.00	$-0-

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, April 7, 2021, at 9:00 a.m., at the City of Las Vegas Council Chambers, 495 South Main Street, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Maintenance Project in "City of Las Vegas, Nevada, Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2022)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Service by publication shall be verified by the affidavit of the publishers or a designee and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, or any claim is barred by an appropriate statute of limitations. The City Council of City of Las Vegas hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is

reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

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 FY2022)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2021-1 for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2022) (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 3, 2021, 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 (the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (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 7, 2021, 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, April 1, 2021, 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 April 1, 2021, 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 3, 2021.

_____

LUANN D. HOLMES, MMC
City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) working days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on March 3, 2021.

_____
CAROLYN G. GOODMAN
Mayor

Attest:

_____
LUANN D. HOLMES, MMC
City Clerk

Approved as to form:

2/10/21

James B. Lewis Date
Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on March 3, 2021.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Carolyn G. Goodman Stavros S. Anthony Michele Fiore Cedric Crear Brian Knudsen Victoria Seaman Olivia Diaz
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting in accordance with the State of Nevada Executive Department declaration of emergency directive 006:

(i) The City of Las Vegas website – www.lasvegasnevada.gov

(ii) The Nevada Public Notice Website – notice.nv.gov

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of the notice of the meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to the meeting.

7. A copy of such notice so given of the meeting of the City Council on March 3, 2021, is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B" and a copy of the minutes of the public hearing held on April 7, 2021, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 3, 2021.

(SEAL)

_____

LUANN D. HOLMES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

Exhibit "C"

(Attach minutes of public hearing on April 7, 2021)

STATE OF NEVADA	)	**AFFIDAVIT OF MAILING**
	) **ss.**	**NOTICE OF HEARING**
CITY OF LAS VEGAS	)	

LuAnn D. Holmes does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "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 FY2022)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on _____, 2021, being at least twenty (20) days prior to the hearing, on April 7, 2021, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situated within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

_____
LUANN D. HOLMES, MMC
City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this _____ __, 2021.

My commission expires _____.

_____
Notary Public

(NOTARIAL STAMP)

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
24

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Bryan K. Scott

SUBJECT:
RESOLUTIONS:

R-11-2021 - For possible action to approve a Resolution concerning City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street); determining the cost to be assessed and authorizing, ordering and directing the City Engineer to prepare the Final Assessment Roll for FY2022 and providing the effective date hereof - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This Resolution directs the City Engineer to prepare the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Neighborhood Improvement Project. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of the SID from July 1, 2021 through June 30, 2022. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-11-2021

RESOLUTION NO. R-11-2021

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL FOR FY2022 AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (the "City Council" and the "City," respectively) pursuant to an ordinance heretofore adopted (the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project, now known as a Neighborhood Improvement Project, as defined in NRS 271.147 (the "Project"), within the District; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals, which either have been or will be incurred in connection with the District) for FY2022 is $100,000, of which $-0- is available from other sources, and $100,000 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. The total cost of the Project to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the Project shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessment	Amount Available from Other Sources
$100,000	$100,000	$-0-

Section 3. The City Engineer (the "Engineer") be, and is hereby authorized, ordered and directed, with the assistance of the City Engineer Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the City Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on March 3, 2021.

CAROLYN G. GOODMAN
Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

2/10/21

James B. Lewis Date
Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on March 3, 2021.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye: Carolyn G. Goodman
Stavros S. Anthony
Michele Fiore
Cedric Crear
Brian Knudsen
Victoria Seaman
Olivia Diaz

Those Voting Nay: _____

Those Absent: _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting in accordance with the State of Nevada Executive Department declaration of emergency directive 006:

(i) The City of Las Vegas website – www.lasvegasnevada.gov

(ii) The Nevada Public Notice Website – notice.nv.gov

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on March 3, 2021, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 3, 2021.

(SEAL)

_____

LUANN D. HOLMES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
25

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Bryan K. Scott

SUBJECT:
RESOLUTIONS:

R-12-2021 - For possible action to approve a Resolution concerning City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2022 (Las Vegas Boulevard to 8th Street); fixing the time and place when complaints, protests, and objections to the Final Assessment Roll for the District will be heard; providing for the manner of giving notice of the Hearing on the Final Assessment Roll; prescribing other details in connection therewith; ratifying all action taken consistent with the provisions hereof; and providing the effective date hereof - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This Resolution defines the time and place for a public hearing on the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Neighborhood Improvement Project. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of the SID from July 1, 2021 through June 30, 2022. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-12-2021

RESOLUTION NO. R-12-2021

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2022 (LAS VEGAS BOULEVARD TO 8TH STREET); FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (the "City Council" and the "City," respectively) pursuant to an ordinance heretofore adopted (the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project, now known as a Neighborhood Improvement Project, as defined in NRS 271.147 (the "Project"); and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, NRS 271.360 provides that the City Council may determine the cost of the Project to be assessed after making the construction contract, or after determining the net cost to the City, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.377, the City Council has determined and does hereby declare that the net cost to the City for the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $100,000, of which $-0- is available from other sources and $100,000 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the City Engineer with the assistance of the City Engineer Division (the "Engineer") to make out a final assessment roll; and

WHEREAS, the City Council, together with the Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The Engineer has reported the final assessment roll to the City Council and the Engineer has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project, and only that property which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the proposed final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, matters, and things heretofore taken, had, and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. The total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the Project shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessment	Amount Available from Other Sources
$100,000	$100,000	$-0-

Section 3. The proposed final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, April 7, 2021 at 9:00 a.m., at the City of Las Vegas Council Chambers, 495 South Main Street, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Project in the District and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Such publication shall be verified by the affidavit of the publishers and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, both principal and interest, or any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and

adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

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 FY2022 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2021-2 for City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District FY2022 (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 3, 2021, 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 7, 2021, 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, April 1, 2021, 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 April 1, 2021, 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 3, 2021.

_____

LUANN D. HOLMES, MMC
City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on March 3, 2021.

_____
CAROLYN G. GOODMAN
Mayor

Attest:

_____
LUANN D. HOLMES, MMC
City Clerk

Approved as to form:

2/10/21

_____
James B. Lewis Date
Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on March 3, 2021.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye: Carolyn G. Goodman
Stavros S. Anthony
Michele Fiore
Cedric Crear
Brian Knudsen
Victoria Seamen
Olivia Diaz

Those Voting Nay: _____
_____

Those Absent: _____
_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting in accordance with the State of Nevada Executive Department declaration of emergency directive 006:

(i) The City of Las Vegas website – www.lasvegasnevada.gov

(ii) The Nevada Public Notice Website – notice.nv.gov

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of the notice of the meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to the meeting.

7. A copy of such notice so given of the meeting of the City Council on March 3, 2021, is attached to this certificate as Exhibit "A." A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B," and a copy of the minutes of the public hearing held on April 7, 2021, is attached hereto as Exhibit "C."

IN WITNESS WHEREOF, I have hereunto set my hand on this March 3, 2021.

(SEAL)

LUANN D. HOLMES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

Exhibit "C"

(Attach minutes of public hearing on April 7, 2021)

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

I, LuAnn D. Holmes, do hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "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 FY2022 (LAS VEGAS BOULEVARD TO 8TH STREET)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on _____, 2021, being at least twenty (20) days prior to the hearing on April 7, 2021, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situate within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll."

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

_____
LUANN D. HOLMES, MMC, City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this _____ ___, 2021.

My commission expires _____.

_____
Notary Public

(NOTARIAL STAMP)

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
26

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Bill Arent, Deputy

SUBJECT:
RESOLUTIONS:

R-13-2021 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Unit Incentive Program (MFR-UIP) Agreement between the RDA and LMNOP Properties, LLC (Owner), to participate with the developer on renovations of a 20-unit residential property located at 828 F Street (APN 139-27-310-008), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 5 (Crear) [NOTE: This item is related to RDA Item 4 (RA-5-2021)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This resolution is related to a Redevelopment item regarding assisting LMNOP Properties, LLC with the cost of interior renovations to an existing 20-unit, two buildings, property to include framing, insulation, drywall, paint, flooring, cabinets, vanities, countertops, doors, plumbing and electrical improvements to the property located at 828 F Street (APN 139-27-310-008). Approval will adopt findings that the MFR-UIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-13-2021
2. Public Purpose-Impact Analysis
3. Site Map

RESOLUTION NO. R-13-2021

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT PROGRAM AGREEMENT ("MFR-UIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND LMNOP PROPERTIES LLC. ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-27-310-008

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on November 1, 2017 the Multifamily Residential Unit Improvement Program Agreement (the "MFR-UIP") in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the interior space of the residential units of such multifamily properties; and

WHEREAS, the Agency approved on January 3, 2018 the form of agreement for the Multifamily Residential Unit Improvement Program (the "MFR-UIP Agreement"); and

WHEREAS, LMNOP Properties LLC (the "MFR-UIP PARTICIPANT") is the owner of the real property located at 828 F Street (the "Site"), and is undertaking certain interior improvements to the property in accordance with the MFR-UIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of said improvements to a building located at the Site are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the improvements to the building, facilities, structures, residences or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the MFR-UIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the MFR-UIP PARTICIPANT for making physical interior improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of said improvements are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing said improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the MFR-UIP PARTICIPANT concerning the improvements to the building on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of March, 2021.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOMES, MMC, CITY CLERK

APPROVED AS TO FORM:

Michael Niarchos 2/11/21
Counsel to City Date

EXHIBIT A

SEE ATTACHED

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT INCENTIVE AGREEMENT
(Owner)

THIS MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT INCENTIVE AGREEMENT (the "Agreement") is entered into this _____ day of MARCH, 2021, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and LMNOP PROPERTIES LLC, Nevada Limited Liability Company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business owners and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into existing commercial and residential structures in the Agency redevelopment area and to attract to or maintain housing in such redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency has approved a Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of assisting property owners with undertaking the rehabilitation and renovation of multifamily residential properties, upgrades to multifamily properties that have changed ownership, and the conversion of offices/retail/industrial properties to multifamily residential; and

WHEREAS, Owner has agreed to construct the Project Improvements (defined below); and

WHEREAS, the Agency shall reimburse the Owner for any pre-approved qualified interior unit improvements ("Unit Improvements"), which the Agency has determined are significant in character, up to a maximum of Fifty Thousand Dollars and 00/100 ($50,000.00) (the "Agency Funds"),; and

WHEREAS, the Owner desires to participate in the MFR-UIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds for Unit Improvements to that certain multifamily project described in Attachment "1", attached and incorporated herein by reference ("Project"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities.

Owner is LMNOP Properties LLC, a Nevada Limited Liability Company. Owner's principal office is located at 3913 Jacob Lake Circle, Las Vegas NV 89118. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

SECTION 3: IMPROVEMENTS TO THE UNITS AND PROJECT BUDGET. Owner shall complete the Unit Improvements according to the Scope of Work and Tentative Schedule of Unit Improvements, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Unit Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of the Unit Improvements, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFR-UIP Guidelines. The Unit Improvements shall be completed within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Unit Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Unit Improvements also shall be referred to as the "Project" hereinafter. The Agency during construction of the Unit Improvements shall maintain a right of access to the Project in order to determine the status of the construction of the Unit Improvements and compliance with this Agreement, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the office building. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the Unit Improvements by the required dates and any failure of Owner to commence and complete the Unit Improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

Owner hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Unit Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Unit Improvements, (ii) except for the payment of the Agency Funds pursuant to the terms of this Agreement, Agency is not in any way or manner obligated or liable for the payment of the cost of the Unit Improvements, (iii) Owner hereby releases and waives any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Unit Improvements except for the payment of the Agency Funds pursuant to the terms of this Agreement and (iv) Owner hereby agrees to indemnify and hold harmless Agency from any from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, relating in any way to the Unit Improvements.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly

licensed contractors. If Owner is unable to obtain three (3) or more competitive bids, Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Disbursement of the Agency Funds shall be made to as directed in writing by Owner upon completion of all of the following conditions for the benefit of Agency:

1. Agency has completed an inspection and review of the Property and determined that all the Unit Improvements have been fully completed pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFR-UIP Guidelines. Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Property. Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.

2. A Certificate of Completion of Construction, in the form of Attachment "5", has been issued.

Upon receipt of the above, Agency shall disburse the Agency Funds within thirty (30) days to Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas and all other applicable laws, rules and/or regulations.

SECTION 7: RESERVED

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to MFR-UIP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the MFR-UIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

Owner has declared that no other reasonable means of financing are available to undertake the Unit Improvements because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore Owner would not undertake the Unit Improvements contemplated in the Agreement through resources reasonably available to Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "7" and by this reference is made a part hereof. Owner, for Owner and its successors and assigns, represent that in the construction of Unit Improvements, Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Owner warrants to Agency that it not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Until such time as the Agency Funds are disbursed, Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this

Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, on the date specified in the written notice. In the event of termination of this Agreement by the Agency, then any obligation of Agency to disburse the Agency Funds shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid shall be returned to Agency pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to pursue any of the Agency's remedies, legal and equitable, as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Executive Director designates in writing.

SECTION 13: TERM. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Funds by Agency and (ii) 180 days after the Effective Date.

SECTION 14: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the United States mail ail or with an express delivery service.

If to the Agency:
City of Las Vegas
Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Redevelopment Manager

If to the Owner:
LMNOP Properties LLC
Attn: Jason Elleman
3913 Jacob Lake Circle
Las Vegas, NV 89118

SECTION 17: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. THIRD PARTY RIGHTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency, and Owner. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the Owner and Agency any rights or remedies under or by reason of this Agreement, including, without limitation, any parties providing and/or supplying labor and/or materials to the Project and any claims or causes of action that any third party may have related to payment for labor and/or materials provided and/or supplied to the Project.

SECTION 19: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2021 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 2021

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

LMNOP Properties LLC

_____
LUANN D. HOLMES, MMC
Secretary

By: _____
Jason Elleman, Manager

APPROVED AS TO FORM:

2-4-21

Counsel to the Agency Date

LIST OF ATTACHMENTS

ATTACHMENT "1"	DESCRIPTION OF PROJECT
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	FORM OF BUILDING MAINTENANCE AGREEMENT
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	CERTIFICATE OF COMPLETION OF CONSTRUCTION
ATTACHMENT "6"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"

DESCRIPTION OF PROJECT

Owner will redevelop the 20 unit multifamily project located at 828 F Street. The project also includes a laundry room. Owner will reconstruct each unit with new plumbing, electrical, cabinets, vanities, countertops, flooring, paint, drywall, insulation, framing, and doors. Additional exterior renovations include repairing the roof, new HVAC, new windows, fascia repair, paint, and mechanical work.

ATTACHMENT "2"

Proof of Ownership

Inst #: 20200124-0002783
Fees: $42.00
RPTT: $4156.50 Ex #:
01/24/2020 03:10:57 PM
Receipt #: 3968321
Requestor:
LAWYERS TITLE HENDERSON
Recorded By: RYUD Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 139-27-310-008

RPTT: $4,156.50

RECORDING REQUESTED BY:
Lawyers Title of Nevada, Inc.

Escrow No.: 03324809-330-GRE
Title No.: 03324809

WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:
LMNOP Properties, LLC
3913 Jacob Lake Circle
Las Vegas, NV 89118

GRANT, BARGAIN, SALE DEED

ASSESSOR COPY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Cheung Kwok Chan, a married man, as his sole and separate property

do(es) hereby GRANT, BARGAIN AND SELL to

LMNOP Properties, LLC, a Nevada Limited Liability Company

the real property situate in the County of **Clark**, State of **Nevada**, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR COMPLETE LEGAL DESCRIPTION

Subject to:

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Rights, Rights of way and Easements now of record.

Together with all and tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, an any reversions, remainders, rents, issues or profits thereof

Cheung Kwok Chan

State of Nevada)
County of Clark) SS:

On JANUARY 23, 2020, personally appeared before me, a Notary Public,

Cheung Kwok Chan personally known (or proven) to

Me to be the person(s) whose name(s) is/are subscribed to the within instrument who acknowledged that he/she/they executed the instrument.

Notary Public in and for said County and State

ROBIN GRECO
Notary Public, State of Nevada
No. 92-4027-1
My Appt. Exp. May 23, 2022

ESCROW COPY

EXHIBIT "A"

Legal Description

LOTS FOUR (4) THROUGH TWELVE (12) INCLUSIVE IN BLOCK TWENTY FOUR (24) OF LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF MORGAN AVENUE, THAT WOULD PASS BY OPERATION OF AS VACATED BY CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 14, 2001, IN BOOK 20010314, AS DOCUMENT NO. 00617 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 28, 2012 AS INSTRUMENT NO. 201202280003041 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ASSESSOR'S COPY

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 139-27-310-008
   b. _____

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. X Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   i. Other _____

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page _____
Date of Recording: _____
Notes:

3. a. Total Value/Sales Price of Property: $ 815,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) $ _____
   c. Transfer Tax Value $ 815,000.00
   d. Real Property Transfer Tax Due: $ 4,156.50

4. **If Exemption Claimed**
   a. Transfer Tax Exemption, per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Cheung Kwok Chan	Print Name: LMNOP Properties, LLC, A NV LIMITED LIABILITY COMPANY
Address: 9901 Cozy Glen Circle	Address: 3913 JACOB LAKE
City: Las Vegas	City: LAS VEGAS
State: NV Zip: 89117	State: NV Zip: 89118

COMPANY/PERSON REQUESTING RECORDING (Required if not Seller or Buyer)

Print Name: Lawyers Title of Nevada, Inc. Escrow No.: 03324809-330-GRE

Address: 1401 N. Green Valley Parkway, Suite 100

City, State, Zip: Henderson, NV 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

ATTACHMENT "3"
FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 13927310008

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2021, between LMNOP Properties LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 828 F Street, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 13927310008; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and;

WHEREAS, Owner has installed certain improvements to the Property pursuant to that certain Multifamily Residential Unit Improvement Incentive Agreement entered into between agency and Owner ("MFR-UIP Agreement") whereby Agency provided partial funding for the construction and/or installation of improvements and upgrades to the residential building located on the Property; and

WHEREAS, Owner has completed the work to the Property described in the MFR_UIP Agreement; and

WHEREAS, by the terms of the MFR-UIP Agreement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the

improvements described in Exhibit "B" attached hereto (the "Unit Improvement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's Maintenance Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of Unit Improvement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Unit Improvement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Unit Improvement Area in accordance with the plans approved by Agency and to generally maintain the Property. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

   a) All interior building improvements shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

   b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

   c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

   d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

   e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

f) Landscaping will be kept watered, trimmed, repaired to keep a consistence appearance as to when first installed.

g) All interior cabinets, flooring, plumbing, lighting, fixtures, sinks, tubs/showers, faucets, and other unit improvements be maintained and repaired in accordance with the City of Las Vegas Building Code as well as the standard for market rate multifamily residential units less normal wear.

h) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform. Upon such notice, Owner agrees to facilitate Agency's access to the overall Property and to specific Units in order to cure such default and correct such default. Owner agrees to reimburse Agency for all costs incurred by Agency in the work and/or correction.

In the event Agency elects not to cure the default, Agency shall have the right to demand in writing reimbursement from Owner of all funds advanced to Owner under the MFR-UIP Agreement. Upon such demand, Owner shall reimburse Agency of all funds advanced to Owner under the MFR-UIP Agreement within thirty (30) days of such written demand.

Owner hereby grants to Agency a lien on the Property to secure the payment of any amounts owned to Agency by Owner under this Agreement not paid when due as well as costs of collection, including, without limitation, attorneys' fees and court costs. Agency may execute and record a document setting forth the amount of delinquent sums due to Agency and the fact that a lien exists to secure the repayment thereof.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including

reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: LMNOP Properties LLC
Attn.: Jason Elleman
3913 Jacob Lake Circle
Las Vegas, NV 89118

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to

inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Unit Improvement Area, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of this agreement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charge

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

LMNOP Properties LLC

By: _____ Date: _____
Name: Jason Elleman
Title: MANAGER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021 by Jason Elleman as Manager of LMNOP Properties LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2021 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS FOUR (4) THROUGH TWELVE (12) INCLUSIVE IN BLOCK TWENTY FOUR (24) OF LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF MORGAN AVENUE, THAT WOULD PASS BY OPERATION OF AS VACATED BY CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 14, 2001, IN BOOK 20010314, AS DOCUMENT NO. 00617 OF OFFICAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 28, 2012, AS INSTRUMENT NO. 201202280003041 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE UNIT IMPROVEMENT AREA

Unit Improvement Area: The area consisting of the building, which 20 unit multifamily property with laundry room as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all interior improvements described in the MFR-UIP Agreement as well as exterior wall planes, windows, doors, fascias, awnings, parking area, HVAC, roof, mechanical, paint and other architectural projections.

The Maintenance Agreement granted herein shall terminate five (5) years from the date of execution of the recordation of this Agreement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT "4"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF UNIT IMPROVEMENTS

Interior Unit Improvements:	
Plumbing	$105,000
Electrical	$ 90,000
Insulation	$ 37,000
Framing/doors	$ 68,000
Drywall/Paint	$ 95,000
Cabinets/vanities	$ 70,000
Countertops	$ 40,500
Flooring	$ 92,000
Sub total: Eligible Interior Improvements	**$597,500**
Exterior Improvements:	**$243,000**
Other:	**$233,900**
TOTAL ESTIMATED PROJECT COSTS	**$1,074,400**
TOTAL ESTIMATED ELIGIBLE IMPROVEMENTS:	**$597,500**
Estimated Grant	**$50,000**

Work will be completed by September 3, 2021. Qualified Interior Improvements include plumbing, electrical, framing, insulation, drywall, paint, cabinets, vanities, countertops, and flooring.

ATTACHMENT "5"

Certificate of Completion of Construction

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, pursuant to the Multifamily Residential Unit Improvement Agreement ("Agreement") dated _____, 2021, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to LMNOP Properties LLC, or their permitted assignee(s) (collectively the "Owner") for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and " B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction on the Site or a phased portion of the Site has been substantially completed in compliance with the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Owner with a Certificate of Completion upon completion of all construction, or a portion of the Site which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction on the Site or a phased portion of the Site required by the Agreement.

Now, therefore:

1. The Owner hereby certifies to the Agency that all construction on the Site has been completed in compliance with the Agreement.

2. The Agency agrees and docs hereby certify that the construction of the Site have been fully and satisfactorily performed and completed as required by the Agreement.

3. This Certificate of Completion may be executed in counterparts, all such counterparts will constitute the same Certification of Completion 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 Agency has executed this Certificate this _____ day of _____, 2021.

AGENCY

CITY OF LAS VEGAS REDEVELOPMENT

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

LMNOP Properties LLC

_____
LUANN D. HOLMES, MMC
Secretary

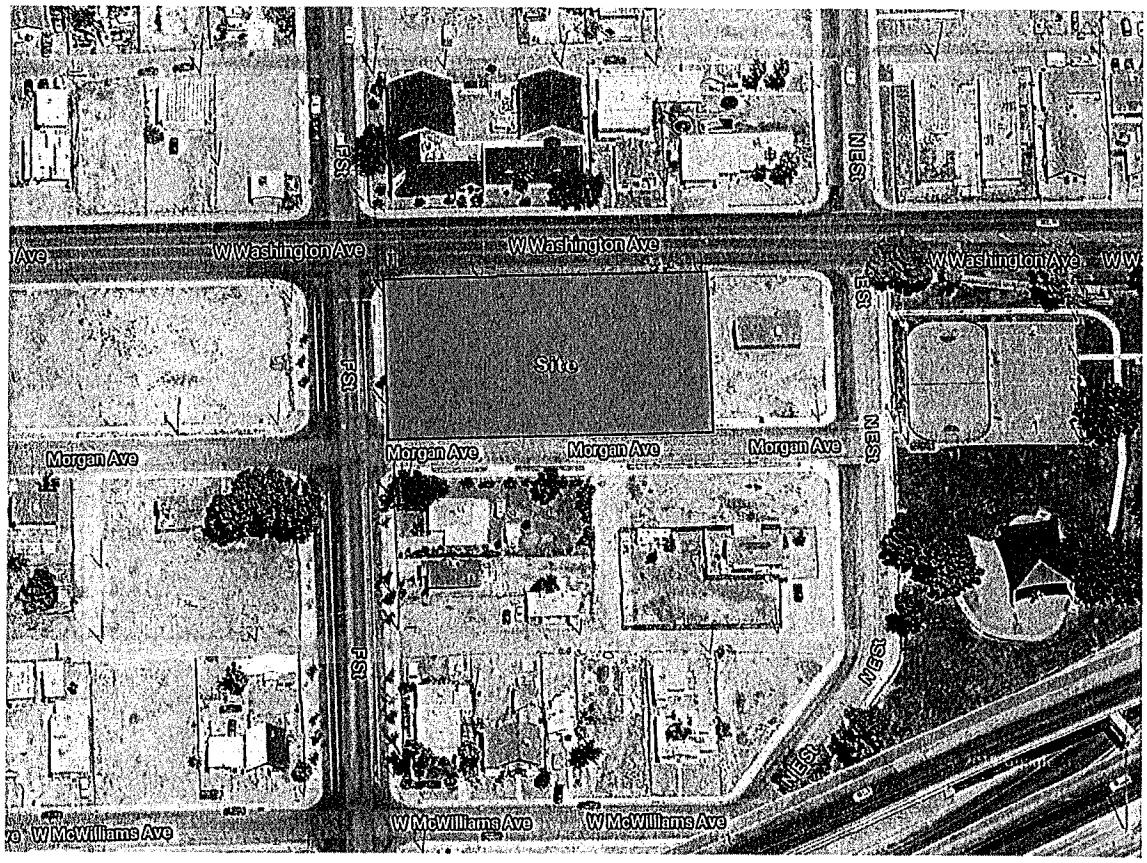
By: _____
Jason Elleman, Manager
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTACHMENT "A"

The Site
838 F Street



ATTACHMENT "B"

Legal Description

LOTS FOUR (4) THROUGH TWELVE (12) INCLUSIVE IN BLOCK TWENTY FOUR (24) OF LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF MORGAN AVENUE, THAT WOULD PASS BY OPERATION OF AS VACATED BY CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 14, 2001, IN BOOK 20010314, AS DOCUMENT NO. 00617 OF OFFICAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 28, 2012, AS INSTRUMENT NO. 201202280003041 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – PROPERTY OWNER

See Attached

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

MFR Contracting Entity Information

Corporate Name:

LMNOP Properties LLC

Mailing Address:

3913 Jacob Lake Cir LV NV 89118

Business Phone Number:

661-645-5722

Tax ID or Social Security Number:

82-3220384

Ownership Interest

Estate in Severalty V Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property, even if its just one person.

Full Name & Title	Business Address	Business Phone
Jason Elleman Sole Owner	3913 Jacob Lake Cir Las Vegas NV 89118	661-645-5722

Continued on page 8

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY (continued)

MFR Contracting Entity Information

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document:

_____

_____

Date of Attached Document:

_____

Number of pages: _____

Continued on page 9

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY
(continued)

Certification of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: Jason Elleman

Date: 10/14/2020

State of Nevada

County of Clark

This instrument was acknowledged before me on

10/14/2020 (date) by

JASON M ELLEMAN (name of person)

Laura G

Notary Public

Notary Public

LAURA GONZALES
Notary Public, State of Nevada
No. 08-8240-1
My Appt. Exp. Sept. 10, 2024

ATTACHMENT "7"

Participant Affidavit and Employment Plan

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Jason Ellerman, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the LM NVP Properties LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 828 F St LV NV 89106 ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I own the site.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons **(check one or more)**:

   a. Encourage the creation of new business or other appropriate development; ☐
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☑ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as **checked** by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the property owner; ☑ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☑ or

   d. The exterior improvements to the property do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

Continued on page 11

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

Participant agrees to submit to the Agency its documentation that evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ____(initial)
   Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ____(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ____(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ____(initial)
5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this 14th day of October, 2020.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 14 day of Oct., 2020, by _____.

NOTARY PUBLIC
My Commission Expires: 9/10/24

LAURA GONZALES
Notary Public, State of Nevada
No. 08-8240-1
My Appt. Exp. Sept. 10, 2024

Public Purpose/Impact Analysis
NRS 279.486

City Council/Redevelopment Agency Meeting
March 3, 2021

Title of Project: Multifamily Unit Improvement Incentive Agreement

Project Description: Interior renovation of a 20 unit multifamily building

Sponsor/Developer: LMNOP Properties LLC

Address of Project: 828 F Street

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution and Exhibit A for copy of agreement: Multifamily Residential Unit Improvement Incentive Agreement

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyedor leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

.N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

The property at 828 F Street was boarded up and in disrepair. The project will provide 20 units of clean quality residential living units for the neighborhood.

What is the amount of Private Investment and who is providing it?

$1,074,400 provided by the owner/developer

What is the amount of Public Investment and who is providing it?

The Redevelopment Agency is providing a $50,000 incentive for the renovation of the interiors of the units including new plumbing, electrical, cabinets, vanities, countertops, flooring drywall, insulation, paint, and doors.

How many Direct Jobs will be Created? 15 Full-Timed Equivalents

How many Indirect Jobs will be Created? 4 Indirect and Induced jobs

How many Direct Jobs will be Retained? N/A

Quantitative Economic Benefits:

$1,074,400.00 in material and labor will be expended. Approximately $794,248 in direct, indirect, and induced federal, state and local taxes will be generated.

Total Direct Economic Impact:

$1,074,400.00 in material and labor will be expended. $358,437 of federal, state and local taxes will be generated.

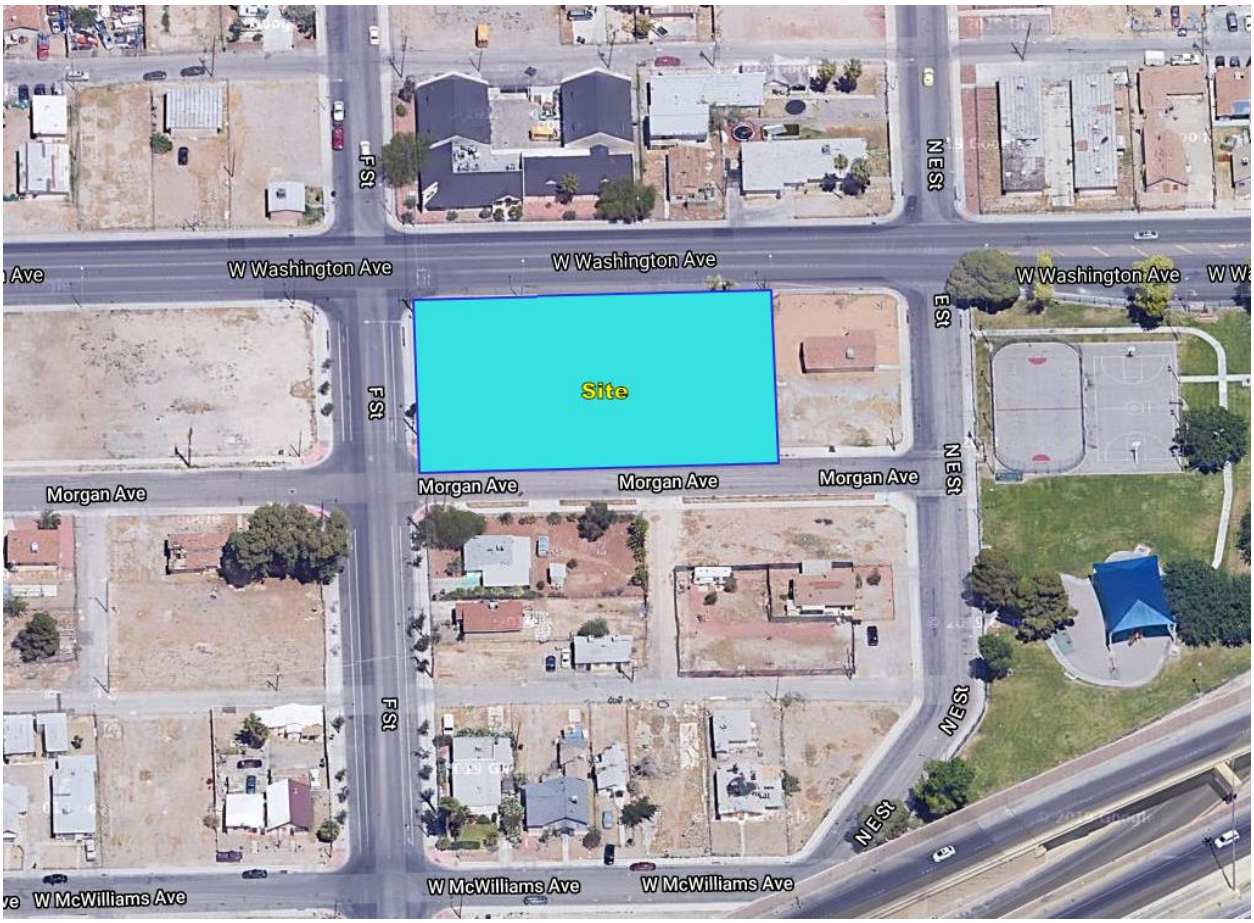
Total Indirect Economic Impact:

Approximately $435,810 in indirect and induced federal, state, and local taxes will be generated. Approximately 5 jobs will be indirectly generated.

Economic Impact Study Performed:	Yes×	No ☐
Return on Investment Analysis Performed:	Yes☐	No ×

SITE MAP

838 F Street



AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
27

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Bill Arent, Deputy

SUBJECT:
RESOLUTIONS:

R-14-2021 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Visual Incentive Program (MFR-VIP) Agreement between the RDA and LMNOP Properties, LLC (Owner), located at 828 F Street (APN 139-27-310-008), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 5 (Crear) [NOTE: This item is related to RDA Item 5 (RA-6-2021)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting LMNOP Properties, LLC with the cost of improvements which include new roof, windows, HVAC, mechanical repairs, stucco repair, paint, doors, landscaping and fascias to the property located at 828 F Street (APN 139-27-310-008). Approval will adopt findings that the MFR-VIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-14-2021
2. Public Purpose-Impact Analysis
3. Site Map

RESOLUTION NO. R-14-2021

RESOLUTION FINDING THE PROJECT PROPOSED BY THE MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT PROGRAM AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND LMNOP PROPERTIES LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE MFR-VIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on November 1, 2017 the Multifamily Residential Visual Improvement Program Agreement (the "MFR-VIP") in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the exterior space of the residential units of such multifamily properties; and

WHEREAS, the Agency approved on January 3, 2018 the form of agreement for the Multifamily Residential Visual Improvement Program (the "MFR-VIP Agreement"); and

WHEREAS, LMNOP Properties LLC (the "MFR-VIP PARTICIPANT") is the owner of the real property located at 828 F Street (the "Property"), and is undertaking certain exterior improvements to the Property in accordance with the MFR-VIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of said improvements to the Property are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the improvements to the building, facilities, structures, residences or other improvements on the Property are available; and

WHEREAS, the City Council of the City of Las Vegas has determined that the MFR-VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the MFR-VIP PARTICIPANT for making physical exterior improvements to the building(s) on the Property, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of said improvements are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing said improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the MFR-VIP PARTICIPANT concerning the improvements to the building on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of March, 2021.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOMES, MMC, CITY CLERK

APPROVED AS TO FORM:

Michael Viarchos 2/11/21
_____
Counsel to City Date

EXHIBIT A

SEE ATTACHED

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT

(Owner)

THIS MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of March, 2021, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and LMNOP PROPERTIES LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting property owners with financial assistance for substantially upgrading the exterior appearance of their multifamily residential properties in the Agency redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency approved an Multifamily Residential Visual Improvement Program (the "MFRVIP") for the purpose of assisting property owners with multifamily residential upgrades in order to revitalize and promote the economic stability of the redevelopment areas; and

WHEREAS, pursuant to the implementation of the Multifamily Residential VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment "1" and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Multifamily Residential VIP Guidelines (the "MFRVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements ("Improvements") up to a maximum of Twenty-Five Thousand Dollars and 00/100 ($25,000.00) (the "Agency Funds"), and the Owner has provided at least a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Owner do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "1" and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan

which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. Owner is LMNOP Properties LLC, a Nevada Limited Liability Company. Owner's principal office is located at 3913 Jacob lake Circle, Las Vegas, NV 89118. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

"Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment "3", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount equal to the lesser of (i) one hundred percent (100%) of the facade improvements and (ii) the amount of Twenty-Five Thousand Dollars and 00/100 ($25,000.00), for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes, but it not limited to, the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage including neon sign restoration, window tinting, new or replacement awnings, permanent landscaping including public art, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the MFRVIP, as set forth in the MFRVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment "3" and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment "4".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the MFRVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment "4" attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment "4".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment "3", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The

Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment "5" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFRVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to MFRVIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the MFRVIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "7" and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "7" and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as

Attachment "6" herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: LMNOP Properties LLC
Attn: Jason Elleman
3913 Jacob Lake Circle
Las Vegas, NV 89118

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2021 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

_____, 2021

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

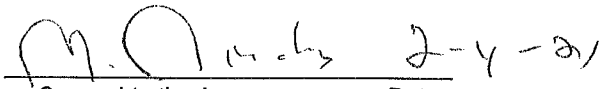
ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

LMNOP Properties LLC

By: _____
Jason Elleman, Manager
"Owner"

APPROVED AS TO FORM:



Counsel to the Agency Date

LIST OF ATTACHMENTS

ATTACHMENT "1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT "4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT "5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6 "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7 "	EMPLOYMENT PLAN

ATTACHMENT "1"

LEGAL DESCRIPTION OF THE PROPERTY

LOTS FOUR (4) THROUGH TWELVE (12) INCLUSIVE IN BLOCK TWENTY FOUR (24) OF LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF MORGAN AVENUE, THAT WOULD PASS BY OPERATION OF AS VACATED BY CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 14, 2001, IN BOOK 20010314, AS DOCUMENT NO. 00617 OF OFFICAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 28, 2012, AS INSTRUMENT NO. 201202280003041 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ATTACHMENT "2"

Proof of Ownership

Inst #: 20200124-0002783
Fees: $42.00
RPTT: $4156.50 Ex #:
01/24/2020 03:10:57 PM
Receipt #: 3966321
Requestor:
LAWYERS TITLE HENDERSON
Recorded By: RYUD Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 139-27-310-008

RPTT: $4,156.50

RECORDING REQUESTED BY:
Lawyers Title of Nevada, Inc.

Escrow No.: 03324809-330-GRE
Title No.: 03324809

WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:
LMNOP Properties, LLC
3913 Jacob Lake Circle
Las Vegas, NV 89118

ASSESSOR'S COPY

GRANT, BARGAIN, SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Cheung Kwok Chan, a married man, as his sole and separate property

do(es) hereby GRANT, BARGAIN AND SELL to

LMNOP Properties, LLC, a Nevada Limited Liability Company

the real property situate in the County of **Clark**, State of **Nevada**, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR COMPLETE LEGAL DESCRIPTION

Subject to:

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Rights, Rights of way and Easements now of record.

Together with all and tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, an any reversions, remainders, rents, issues or profits thereof

Cheung Kwok Chan

State of Nevada)
County of Clark) SS:

On JANUARY 23, 2020, personally appeared before me, a Notary Public,

Cheung Kwok Chan personally known (or proven) to

Me to be the person(s) whose name(s) is/are subscribed to the within instrument who acknowledged that he/she/they executed the instrument.

Notary Public in and for said County and State

ROBIN GRECO
Notary Public, State of Nevada
No. 92-4027-1
My Appt. Exp. May 23, 2022

UNOFFICIAL DOCUMENT

EXHIBIT "A"

Legal Description

LOTS FOUR (4) THROUGH TWELVE (12) INCLUSIVE IN BLOCK TWENTY FOUR (24) OF LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF MORGAN AVENUE, THAT WOULD PASS BY OPERATION OF AS VACATED BY CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 14, 2001, IN BOOK 20010314, AS DOCUMENT NO. 00617 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 28, 2012 AS INSTRUMENT NO. 201202280003041 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ASSESSOR'S COPY

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 139-27-310-008
   b. _____

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. X Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   i. Other _____

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page _____
Date of Recording: _____
Notes:

3. a. Total Value/Sales Price of Property: $ 815,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) $ _____
   c. Transfer Tax Value $ 815,000.00
   d. Real Property Transfer Tax Due: $ 4,156.50

4. **If Exemption Claimed**
   a. Transfer Tax Exemption, per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Cheung Kwok Chan	Print Name: LMNOP Properties, LLC, A NV LIMITED LIABILITY COMPANY
Address: 9901 Cozy Glen Circle	Address: 3913 JACOB LAKE
City: Las Vegas	City: LAS VEGAS
State: NV Zip: 89117	State: NV Zip: 89118

COMPANY/PERSON REQUESTING RECORDING (Required if not Seller or Buyer)

Print Name: Lawyers Title of Nevada, Inc. Escrow No.: 03324809-330-GRE

Address: 1401 N. Green Valley Parkway, Suite 100

City, State, Zip: Henderson, NV 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

ATTACHMENT "3"

FORM OF FAÇADE EASEMENT

APN: 139-27-310-008

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LMNOP Properties LLC, a Nevada limited liability company ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "MFRVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the MFRVIP Agreement and Grantee's Multifamily Residential Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding upon and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2021.

LMNOP Properties LLC, a Nevada limited liability company

By:_____
Jason Elleman
Its: Manager

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021 by Jason Elleman as Manager _____ of LMNOP Properies LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2021 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS FOUR (4) THROUGH TWELVE (12) INCLUSIVE IN BLOCK TWENTY FOUR (24) OF LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF MORGAN AVENUE, THAT WOULD PASS BY OPERATION OF AS VACATED BY CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 14, 2001, IN BOOK 20010314, AS DOCUMENT NO. 00617 OF OFFICAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 28, 2012, AS INSTRUMENT NO. 201202280003041 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which 20 unit multifamily property with laundry room as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including landscaping, all exterior wall planes, window, doors, fascias, HVAC, mechanical, roof and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$ 5,000.00

After five full years from recordation of the Facade Easement Deed: $0.00

ATTACHMENT "4"

FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 139-27-310-008

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2021, between LMNOP PROPERTIES LLC, a Nevada limited liability company hereinafter referred to as "Owner", and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 828 F Street, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-27-310-008; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Multifamily Residential Visual Improvement Program (the "MFR VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which faces as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including landscaping, all exterior wall planes, window, doors, fascias, HVAC, mechanical, roof and other architectural projections..

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "MFRVIP Agreement"); and

WHEREAS, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

f) Landscaping will be kept watered, trimmed, repaired to keep a consistent appearance as to when first installed.

g) All signage will be maintained in good condition and operating consistent with the appearance and operating condition as to when first installed.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the

work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: LMNOP Properties LLC
Attn.: Jason Elleman
3913 Jacob Lake Circle
Las Vegas, NV 89118

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

LMNOP Properties LLC, a Nevada limited liability company

By: _____ Date: _____
Name: Jason Elleman
Title: MANAGER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021 by Jason Elleman as Manager ___ of LMNOP Properties LLC ____.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2021 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS FOUR (4) THROUGH TWELVE (12) INCLUSIVE IN BLOCK TWENTY FOUR (24) OF LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF MORGAN AVENUE, THAT WOULD PASS BY OPERATION OF AS VACATED BY CITY OF LAS VEGAS IN AN ORDER OF VACATION RECORDED MARCH 14, 2001, IN BOOK 20010314, AS DOCUMENT NO. 00617 OF OFFICAL RECORDS.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 28, 2012, AS INSTRUMENT NO. 201202280003041 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which 20 unit multifamily property with laundry room as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including landscaping, all exterior wall planes, window, doors, fascias, HVAC, mechanical, roof and other architectural projections..

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT "5"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF UNIT IMPROVEMENTS

Exterior Improvements:	
Windows	$ 45,000
HVAC	$125,000
Roof/Fascia repair	$ 66,000
Mechanical	$ 7,000
Sub total: Exterior Improvements	**$243,000**
Interior Unit Improvements:	**$597,500**
Other:	**$233,900**
TOTAL ESTIMATED PROJECT COSTS	**$1,074,400**
TOTAL ESTIMATED ELIGIBLE EXTERIOR IMPROVEMENTS	**$243,000**
Estimated Grant	**$25,000**

ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

MFR Contracting Entity Information

Corporate Name:

LMNOP Properties LLC

Mailing Address:

3913 Jacob Lake Cir LV NV 89118

Business Phone Number:

661-645-5722

Tax ID or Social Security Number:

82-3220384

Ownership Interest

Estate in Severalty ✓ Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property, even if its just one person.

Full Name & Title	Business Address	Business Phone
Jason Elleman Sole Owner	3913 Jacob Lake Cir Las Vegas NV 89118	661-645-5722

Continued on page 8

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY (continued)

MFR Contracting Entity Information

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document:

_____

_____

Date of Attached Document:

_____

Number of pages: _____

Continued on page 9

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY
(continued)

Certification of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: Jason Elleman

Date: 10/14/2020

State of Nevada

County of Clark

This instrument was acknowledged before me on

10/14/2020 (date) by

JASON M ELLEMAN (name of person)

Laura G

Notary Public

Notary Public

LAURA GONZALES
Notary Public, State of Nevada
No. 08-8240-1
My Appt. Exp. Sept. 10, 2024

ATTACHMENT "7 "

EMPLOYMENT PLAN

See Attached

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Jason Ellerman, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the LM NOF Properties LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 928 F St LV NV 89106 ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I own the site.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons **(check one or more)**:

   a. Encourage the creation of new business or other appropriate development; ☐
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☑ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as **checked** by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the property owner; ☑ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☑ or

   d. The exterior improvements to the property do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

Continued on page 11

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

Participant agrees to submit to the Agency its documentation that evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____(initial)
   Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. _____(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. _____(initial)
5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this 14th day of October, 2020.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 14 day of Oct., 2020, by _____.

NOTARY PUBLIC
My Commission Expires: 9/10/24

LAURA GONZALES
Notary Public, State of Nevada
No. 08-8240-1
My Appt. Exp. Sept. 10, 2024

Public Purpose/Impact Analysis
NRS 279.486

City Council/Redevelopment Agency Meeting
March 3, 2021

Title of Project: Multifamily Visual Improvement Incentive Agreement

Project Description: Exterior renovation of a 20 unit multifamily building

Sponsor/Developer: LMNOP Properties LLC

Address of Project: 828 F Street

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution and Exhibit A for copy of agreement: Multifamily Residential Visual Improvement Incentive Agreement

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyedor leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

.N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

The property at 828 F Street was boarded up and in disrepair. The project will provide 20 units of clean quality residential living units for the neighborhood.

The project will also generate construction jobs.

What is the amount of Private Investment and who is providing it?

$1,074,400 provided by the owner/developer

What is the amount of Public Investment and who is providing it?

The Redevelopment Agency is providing a $25,000 incentive for the renovation of the exterior of the buildings and grounds including new roof, HVAC, mechanical systems, paint, stucco repair, landscaping, windows and doors.

How many Direct Jobs will be Created? 15 Full-Timed Equivalents

How many Indirect Jobs will be Created? 4 Indirect and Induced jobs

How many Direct Jobs will be Retained? N/A

Quantitative Economic Benefits:

$1,074,400.00 in material and labor will be expended. Approximately $794,248 in direct, indirect, and induced federal, state and local taxes will be generated.

Total Direct Economic Impact:

$1,074,400.00 in material and labor will be expended. $358,437 of federal, state and local taxes will be generated.

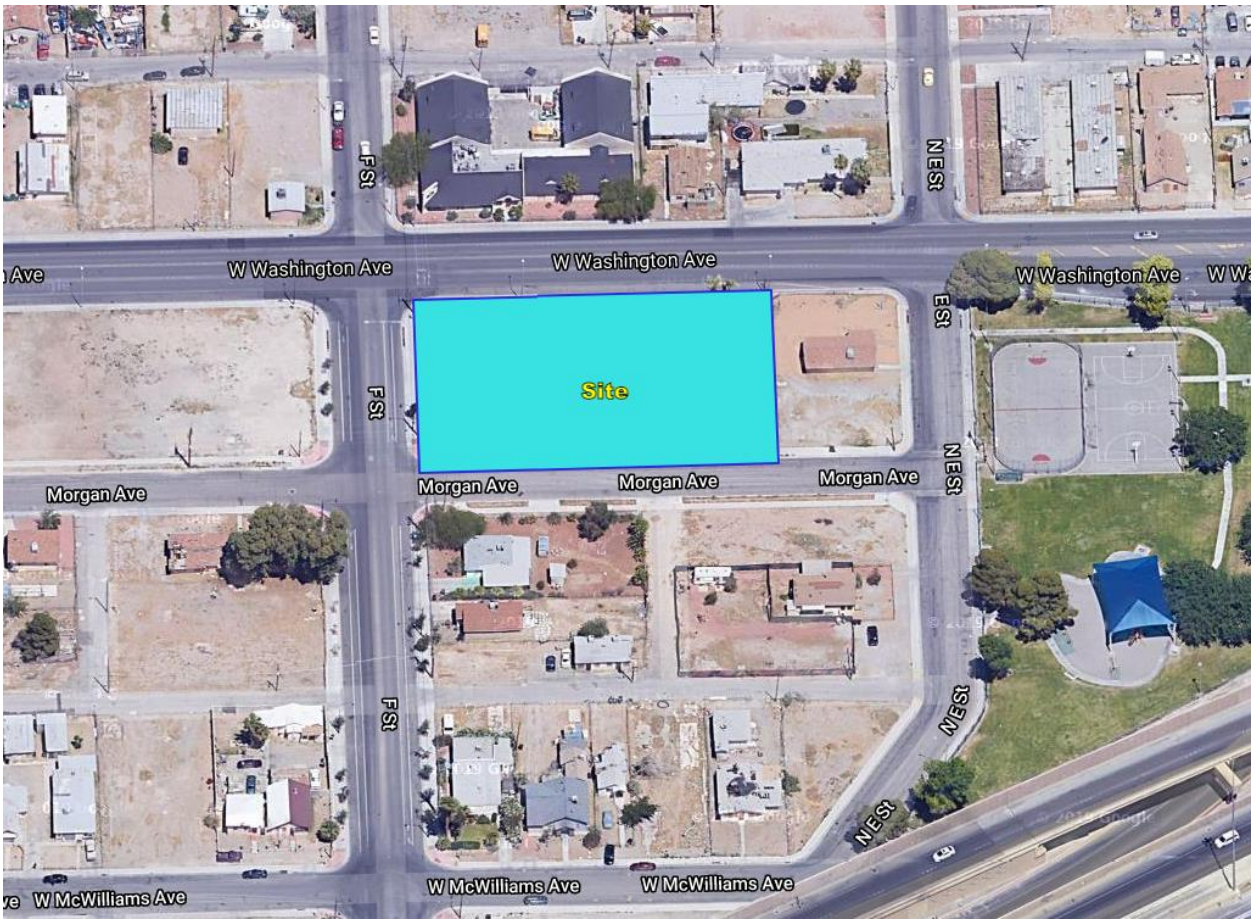
Total Indirect Economic Impact:

Approximately $435,810 in indirect and induced federal, state, and local taxes will be generated. Approximately 5 jobs will be indirectly generated.

Economic Impact Study Performed:	Yes×	No ☐
Return on Investment Analysis Performed:	Yes☐	No ×

SITE MAP

838 F Street



AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
28

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

Report by Jorge Cervantes, City Manager, regarding the Arbitration Findings and Decision for the Las Vegas Peace Officers Association (LVPOA) and the City of Las Vegas

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City and the LVPOA recently participated in interest arbitration, pursuant to NRS 288.215. On February 2, 2021, the arbitrator issued his findings and decision. Pursuant to NRS 288.215(12), within 45 days after the receipt of the decision from the arbitrator, the governing body of the local government employer shall hold a public meeting in accordance with the provisions of chapter 241 of NRS. The meeting must include a discussion of the issues submitted to arbitration, the decision and statements of the arbitrator, and the overall fiscal impact of the decision, which must not include a discussion of the details of the decision. NRS 288.215(13) requires the chief executive officer of the City to report the fiscal impact of the decision.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation Submitted by Staff

LVPOA ARBITRATION DECISION

March 3, 2021

Submitted at City Council
Date: 3/3/2021 Item: 28
Submitted by Staff

Background

- Report on Interest Arbitration for LVPOA collective bargaining agreement for contract year 2019-2020
- Arbitration held on December 10 and 15, 2020
- Arbitrator decision received on February 2, 2021

Issues Submitted

- Article 9 - Compensation
- Final Offers:

Fiscal Year 2020 Contract	CITY	PPA
Wages (COLA)	Zero	1.75% for Tier 2 Employees Only
One-time Payment	3.56% CASH	3.56% CASH

Arbitrator Decision and Statements

- The Union's final offer was awarded
- Statement of Arbitrator:
  - "The Union's final offer is adopted. For the Tier II Corrections Officers – a 1.75% COLA and a cash payment (non-PERSable) of 3.56%; For the Tier I Corrections Officers/Sergeants – No COLA and a cash payment (non-PERSable) of 3.56%."

Overall Fiscal Impact

- The Arbitrator estimated the cost of the award to be $850,330.50

Questions / Comments?

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
29

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

Report by Jorge Cervantes, City Manager, and discussion for possible action regarding a new one-year collective bargaining agreement between the Las Vegas Peace Officers Association (LVPOA) and the City of Las Vegas (Not-to-Exceed $850,331 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $850,331
Funding Source: General Fund
Dept./Division: Department of Public Safety

PURPOSE/BACKGROUND:
Senior City Management and LVPOA leadership have reached a tentative agreement on a one-year collective bargaining agreement. In accordance with NRS288.153, the agreement is being brought forward for Council approval. The new agreement will be in effect from July 1, 2019 to June 30, 2020.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. LVPOA Contract 2019-2020 Revised (redlined)
2. LVPOA Contract 2019-2020 Final
3. LVPOA Cost Estimate
4. Submitted at Meeting - PowerPoint Presentation Submitted by Staff

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS

&

LAS VEGAS PEACE OFFICERS ASSOCIATION

Department of Public Safety
Correction Officers
Commissioned Officers Unit

July 1, 2019 – June 30, 2020

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PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Nevada; except as modified in this Agreement; and

WHEREAS, the parties have reached an understanding concerning, wages, hours and conditions of employment and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE I - RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the City of Las Vegas (hereinafter call the "CITY") recognizes the LAS VEGAS PEACE OFFICERS ASSOCIATION (hereinafter call the "ASSOCIATION") as the exclusive representative of the eligible Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

The City and the Association agree that, members of the Bargaining Unit who have "Peace Officer" status are covered by NRS 289 (Rights of Peace Offices). Both parties will also comply with future legislative changes to NRS 289. Those changes, if any, will supersede the rights listed below.

Section 1. Classifications

The City and the Association agree that the following classifications are represented by the Association:

Corrections Officer
Corrections Sergeant

Section 2. Community of Interest

It is agreed that the Association shall represent any employees within classifications created by the City that are within the Associations community of interest.

(A) New Classifications Bargaining Unit Determination

The following method shall be used to determine eligibility of including new classifications in the bargaining unit.

When a new classification is created to be in the Department of Detention and Enforcement, the Human Resources Department will make an initial determination if the classification is to be included or excluded from the Association's bargaining unit. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have fifteen (15) working days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below.

Disputes regarding inclusion or exclusion of a position or classification in the bargaining unit shall be resolved as follows:

The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve this disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action or shall it be construed to be an admission of any type by either party for use in front of that body or any other body.

If disagreement still exists after thirty (30) calendar days, the Association may then appeal the classification decision or proposal of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(B) New Classifications - Specifications

When the specifications of a new classification which is to be covered by this Agreement are proposed, the Human Resources department will notify and discuss with representatives of the Association the proposed new classification and provide a copy of the recommended specifications at least seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

(C) New Classifications - Conditions of Employment

The conditions of employment, other than wages, for any new classifications created within the Associations community of interest, shall be governed by the terms of this Agreement. Wage scales for such new classifications shall be determined as follows:

Should it be determined that a new classification is within the Association's community of interest, and the wage analysis performed by the HR Compensation activity is unacceptable to the Association, the parties shall immediately enter into collective negotiations to arrive at an agreement on the subject of wages for such new classification. If within thirty (30) calendar days after the start of wage discussions, the parties have not reached mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

Section 3. Changes in the Classification's Specifications

When there are changes in classification specifications covered by this Agreement, the Human Resources Department will notify and discuss with representatives of the Association the recommended changes seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

ARTICLE 2 - CHECK OFF

The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association dues and is so certified by the Treasurer of the Association. The City will be notified of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

The City shall remit such funds to the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the months of April or October by the employee giving written notice to the City and the Association, or upon termination of employment.

ARTICLE 3 - NO STRIKES

The Association agrees that there shall be no strikes under any circumstances. Employees shall continue to furnish efficient service within all areas of assigned responsibility.

For the purpose of this Agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work; slowdown; interruption of work or operations by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the operations of the City by the Association and/or its members.

ARTICLE 4 – DEFINITIONS

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the state of Nevada, and all terms herein are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of Association members except as hereinafter provided.

It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to sex, race, color, religion, age, national origin, political affiliation, sexual orientation, or disability.

Most of the following definitions or terms used in this Agreement are derived from the City of Las Vegas Personnel Policies Manual, the City of Las Vegas Civil Service Rules, the Nevada Local Government Employee-Management Relations Act, the Nevada Industrial Insurance Act, or the Nevada Occupational Safety and Health Act. Where any conflict is found between the following defined terms and the terms as described in the Nevada Revised Statutes and Amendments thereto, the definitions as set forth in the Nevada Revised Statutes and Amendments thereto shall control.

The following are definitions of terms used in this agreement.

Abuse of Sick Leave: The use of sick leave for purposes other than the legitimate uses of sick leave listed in Article 14 - Sick Leave of this contract.

Administrative Employee: Any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, deputies, immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

Arbitrator: An impartial third party chosen in accordance with the provisions of this Agreement.

Assignment Differential Pay (ADP): Temporary monetary compensation paid to commissioned personnel who are working in the applicable assignment categories.

Base Salary: Remuneration received by the employee in accordance with the rates specified on the appropriate salary schedule or other compensation plan in effect for any one employee or group of employees.

Bereavement Leave: Leave granted to an employee to attend the funeral and/or for bereavement purposes for a member of the employee's immediate family.

Call-Back: When an employee ~~returns~~ **is called back** to work during off-duty hours after the employee has left the normal duty location.

Classification: A group of positions, which have essentially similar duties and responsibilities, is allocated to the same salary range, and is designated by the same general title.

Classifications Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, authority, examples of duties and responsibilities, and minimum or desirable qualifications. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

Counseling: Counseling is a form of supervisor and employee communication that is often appropriate and is done outside the disciplinary process. The purpose of counseling is to discuss the proper procedures to be followed in a given situation. It is primarily instructional and is not, nor should it be confused with, an oral reprimand. Counseling is also a method of notifying an employee of good or exceptional work.

Demotion: Movement of an employee from one classification to a different classification, that is on a lower salary grade than the original classification.

Domestic Partner: Defined by meeting the following criteria:

A. Share the same permanent residence, AND
B. Have a close personal relationship, AND
C. Are jointly responsible for basic living expenses, AND
D. Are single or divorced, AND
E. Are eighteen (18) years of age or older, AND
F. Are not related by blood, AND
G. Are each other's sole domestic partner and are responsible for each other's common welfare.

Emergency: A riot, facility death, serious bodily injury, escape or natural disaster but does not include a shortage in minimum staffing requirements.

Emergency Leave: Leave that may be granted after a request for immediate leave that, by the nature of the condition prompting the request, could not have been predicted in advance of need and been scheduled in accordance with normal departmental policy. Emergency leave may not be used in lieu of an employee's accrued sick leave.

~~***SAME AS ABUSE OF SICK LEAVE Excessive Sick Leave:*** **Excessive sick leave is when an employee uses leave in excess of their annual accrual.**~~

Extended Sick Leave: Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

Family Leave: Leave taken under the auspices of the Family Medical Leave Act of 1993, amended in 2009.

Freeze: When employees are required (mandated) to work beyond their scheduled shift. The employee must work a minimum of 15 minutes beyond their regularly scheduled work shift, to be considered "frozen".

Grade: A term used to designate salary range to which one or more classifications may be allocated.

Grievance: A complaint regarding wages, benefits, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or interpretation and application of this Agreement.

Holiday: A day set aside for the special observance of a memorable event or occasion as referenced in NRS 236.

Hourly Employee: Persons not subject to the City of Las Vegas Civil Service Rules, who serves at the pleasure of their appointing authority, and whose base hourly pay constitutes their entire compensation.

Immediate Family: Current spouse or domestic partner, parent, brother, sister, children, (including step, adopted and foster relationships), grandchild, grandparent, current mother/father-in-law, current sister/brother-in-law, current son/daughter-in-law.

Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 & 617.

Just Cause: A factual reason cited by the City that is used to issue disciplinary action. Just cause is defined in the discipline article of this contract.

Negotiations: The process of collective bargaining between the City and the Association that determines the contract between the City and the Association.

New Employee: For purposes of compensation, "New Employee" is defined as those hired after June 26, 2011.

Normal Work Period: An employee's normal paid, bi-weekly work period shall be eighty (80) hours.

Overfill: Temporarily filling a position that has been budgeted at one level with an employee who is in a higher classification than that for which the position was budgeted.

Overtime: Time that an employee works in addition to the employee's normal bi-weekly or daily work schedule.

Parent Bonding Leave*:* Leave, with or without pay, granted to employees for the purposes of caring for newly born and/or newly adopted children.

Probationary Employee (Initial Hire): An employee who has not completed the probationary period of employment and whose permanent appointment has not been confirmed. The probationary period for a new employee shall be eighteen (18) months from the date of hire.

Promotion: A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position.

Qualifying Period: Any person transferred, or promoted to a non-temporary classified position in the City of Las Vegas is required to serve a probationary qualifying period of not less than twelve (12) months prior to confirmation of the transfer or promotion.

Reassignment: The movement of an employee or a position from one work unit to another with the same department, with no change of classification.

Reclassification: The movement of an employee from one classification to another classification on the same salary grade within the same bargaining unit.

Redaction: The process by which City Management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from all City files.

Regular Employee: One who has successfully completed his/her initial probationary period and whose appointment has been confirmed in a permanent position.

Salary Range: The minimum and maximum base salaries that may be to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

Salary Step: An increment within a salary grade that designates a specific pay rate as on the appropriate salary schedule.

Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of active non-hourly employment with the City of Las Vegas. For purposes of determining seniority, longevity, or other matters associated with length of active employment, the service date shall be adjusted to reflect any periods of leave without pay in excess of thirty (30) consecutive calendar days.

Shift: The hours that an employee is normally scheduled to work on any normal workday.

Step Increase: A salary increase from one step within a salary grade to a higher step within the salary grade. (also known as within-grade increase)

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

Temporary Employee: "At-will" employees hired for a term not to exceed two thousand eighty (2,080) hours in any twenty-four (24) month period. Temporary employees may be appointive or classified employees and may be hired on a full time or part-time basis.

Termination: The separation of an employee from employment with the City of Las Vegas.

TILO (Time in Lieu of): The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal workweek.

Trainee: An employee hired in an entry-level position who is assigned the task of learning the specific requirements of a position and/or classification. Trainees hold probationary status and may not remain in the trainee position for longer than eighteen (18) months.

Transfer: The formal movement of an employee or a position from one department to another department without any change to the classification of the position.

Underfill: Temporarily filling a position that has been budgeted at one level with an employee who is in a lower classification than that for which the position is budgeted.

Within-Grade Increase: A salary increase from one step within a salary grade to a higher step within the salary grade awarded on the basis of merit.

Worksite: The areas under the jurisdiction of the Detention Center.

ARTICLE 5 - MANAGEMENT RIGHTS

The City and the Association agree that management officials of the City possess the sole right to operate the City and that all management rights remain with these officials.

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations include:

(1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
(2) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to Paragraph (V) of Subsection 2 of NRS 288.150 and to Article 21 "Reductions in Force" of this contract.
(3) The right to determine:
    (a) Appropriate staffing levels and work performance standards except for safety considerations.
    (b) The content of the workday, including, without limitation, workload factors, except for safety considerations.
    (c) The quality and quantity of services to be offered to the public.
    (d) The means and methods of offering those services.
(4) Safety of the Public

Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency as defined in this paragraph as riot, military action, disaster, civil disorder, or matters of similar magnitude. Such actions may include the suspension of any collective bargaining agreement for the

duration of the emergency. Any action taken under the provisions of this Subsection shall not be construed as a failure to negotiate in good faith.

The City shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.

ARTICLE 6 - ASSOCIATION/MANAGEMENT COOPERATION

Section 1. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee covered by this Agreement in a manner that would violate any state or federal ~~anti-discrimination~~ laws.

Section 2. Employee and Association Rights

(A)The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's position to the officials of the City shall not be grounds for any punitive action unless such presentation is done in an illegal or reprehensible manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.

(B) The Association will designate employees to serve as Association representatives and stewards. The Association shall notify the City, in writing, of these representatives. Each representative shall be allowed to serve in his/her capacity as a representative. Those duties being defined as:

1) The investigation of a bargaining unit member's grievance;
2) Representation of a member/grievant at any step of the grievance procedure; and,
3) Consultation with duly accredited representatives of the Association who are not employees of the City.

(C) The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties. Association representatives must check with a Lieutenant or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

(D) Whenever practical, all representatives shall notify their Shift Lieutenant or designee a minimum of 48 hours prior to the time they wish to conduct appropriate business. Representatives shall be relieved of duty with pay for the time requested unless operational demands preclude permission to leave the work location being granted or if they do not provide sufficient advance notice. The employee, as provided herein, shall

not abuse use of representative time off with pay; and the supervisor or designee will not unreasonably withhold use of said time.

(E) The City shall have available, in an open and easily accessible place, copies of or computer access to all Civil Service Rules, Personnel Policies Manual, Department rules, regulations and policies that affect employees' employment with the City. At least seven (7) calendar days prior to the implementation, copies of proposed new or revised rules, regulations and policies shall be delivered to the Association. In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately.

(F) All the rights guaranteed under the Constitution and laws of the United States of America, the Constitution of the State of Nevada and the Nevada Revised Statutes, are applicable to the employees covered by this Agreement.

Section 3. Information Lists

The City shall provide the Association, on a monthly basis, the following information:

- New Hires within the Department by name, classification, and division.
- Alphabetical listing of Department employees by name, which will also show classification, and division of employee.
- Promotion, Separation, Transfer Lists - all employees by name, classification, and division. The list shall show the "from and to" classification in the case of promotions and the "from and to" department/division in the case of separations and transfers.
- A copy of the Underfill/Overfill report for current department employees that includes at least the employee's name, position title, and division.
- Open and Promotional Eligibility Lists for represented classifications.

All information furnished on the above outlined lists is for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the expressed written approval of the City.

In addition, the City shall provide the President of the Association complete annotated Civil Service Board agendas at the same time and in the same manner as it is provided to the Civil Service Board members.

Section 4. Rules and Regulations vs. Contract

The City and the Association agree that a number of documents govern the administration and compensation of City employees. In order of authority, they are:

1. The Nevada Revised Statutes;
2. The Charter of the City of Las Vegas;
3. The Collective Bargaining Agreements between City and its recognized bargaining units;
4. The City of Las Vegas Civil Service Rules;
5. The City of Las Vegas Personnel Policies Manual.

The City and the Association agree that in the event any inconsistencies arise between departmental rules and regulations and this Agreement, the Agreement controls.

The City and the Association further recognize that the matters covered by departmental rules and regulations include matters that are and are not subject to mandatory bargaining under the provisions of Nevada Revised Statutes, Chapter 288. The City and the Association also recognize that these rules and regulations are subject to change by the Department Head(s), provided that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

ARTICLE 7 - BULLETIN BOARDS & MEETING SPACE

Section 1. Bulletin Boards

It is the right of the Association to use the provided space on the bulletin boards for the posting of notices concerning Association business. The City will provide the Association with at least one bulletin board in a common area on the work site or work sites as agreed to by the parties.

The Association may also post notices onto the designated City computer site. Items that may be posted include meeting notices, election results, etc., but exclude any campaign related information/materials. The ~~Association~~ **City** agrees to maintain an e-mail group so that only members of the Association will receive notices, so as to not unduly disrupt the day to day operations of the City. The Association's access and use of the City of Las Vegas computer site will be performed in accordance with City policies.

Section 2. Meeting Space

The space for meetings that has been provided for the Association prior to this Agreement shall continue to be provided, when reasonable, during the length of this Agreement.

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
Fact Finder	02/10/2021	1	8	

ARTICLE 8 – ASSOCIATION BUSINESS

Section 1. Association Membership

Membership shall be at the sole discretion of the employee. ~~**Any individual, who refuses membership, shall not be responsible for bi-weekly dues, but will be billed for their "fair share" for contract negotiations**~~. Non-members will ~~**also**~~ be billed for, handling of grievances, arbitration and other legal matters incurred during the performance of their duties as a peace officer on duty. Non-members will also be responsible for reimbursement for litigation costs and attorneys fees directly incurred on their behalf. The Association will indemnify and hold the City harmless for any disputes or litigation arising out of this section of the Collective Bargaining Agreement.

Section 2. Association Officers

Any changes to the current officers or stewards representing employees under this Agreement shall be evidenced to the City in writing within ten (10) working days of the change.

Section 3. Association Leave Hours

For the purposes of representation of members within the bargaining unit, the Association shall be entitled to a reasonable and adequate number of Association officers and representatives. They shall restrict their activities to dealing with grievances and other legitimate Association business and shall be allowed up to one thousand eight hundred (1,800) collective hours of administrative leave for this purpose. However, the City is under no obligation to pay Association officers for time spent conducting union business when they are not scheduled to work. Every effort shall be made to schedule grievance meetings and hearing during regular work hours.

This administrative leave may be used by Association officers or stewards for official union business as defined by the LVPOA, unless operational demands preclude granting permission (e.g., in some vases all board members may not be approved to attend training at the same time). Any employee approved for the use of administrative leave by the LVPOA must follow all the Standard Operating Procedures and Policies for properly requesting and executing all payroll and time and attendance records related to the use of administrative leave.

~~1800 Interim Agreement The Las Vegas Peace Officers Association, (LVPOA), hereby agrees to reimburse the City of Las Vegas for all association hours used to conduct union business at the agreed upon hourly rate of $65.00 per hour. The agreement shall become effective upon ratification of the collective bargaining agreement by the parties and shall continue until an agreement is executed by all parties relative to Article 8 of~~

~~the CBA or until such time there is a legal adjudication of this matter, including, but not limited to an arbitration decision or a decision rendered by the Employee-Management Relations Board.~~

Section 4. Permission to Conduct Association Business

Association Officers must notify their supervisors of the need to leave their jobs to conduct Association business. Such time off will not be unreasonably withheld~~.~~

Section 5. Receiving Grievances

Association Officers may receive and discuss, but not solicit, complaints and grievances of employees on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association officers or the employees. Association officers and the employee or employees involved in a grievance, hearing or investigation may be granted time off for meetings with the approval of the department Chief or designee. Such meetings shall be set at a time mutually agreeable with the City and the Association.

Section 6. Negotiating Committee

Members of the Association Negotiating Committee shall be granted leave from duty, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Association team members shall be relieved of duty assignments, when reasonable, for the period of each negotiation session. With the employees' agreement, employees may be assigned to different shifts because of participation in the negotiations.

Section 7. Access to Briefings

The Association is entitled to address members of the bargaining unit at briefing sessions on issues relating to the administration and interpretation of this collective bargaining agreement, legislative and insurance issues. Access to briefing sessions will be by mutual agreement of the Association President and the Department Chief or designee.

TA'd: _____ LVPOA
TA'd:_____CLV
DATE: 10 February 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
Arbitration	02/10/2021	1	9	

ARTICLE 9 - COMPENSATION

Section 1. Wages

The City and the Association agree that the wages paid eligible employees shall be shown in the City of Las Vegas Peace Officers Association Salary Schedules. The parties have also agreed to the following increases **as determined by a Arbitrator**:

Effective July 01, 2019, eligible employees in Tier 2 will receive a Cost of Living Adjustment (COLA) of One and Seventy-five percent (1.75%).

Effective the first pay period following Council approval of this agreement, all employees covered by this agreement will receive a one-time lump sum payment equal to 3.56% of their annual salary (base pay and longevity, if applicable) as of July 01, 2019. The parties mutually understand and agree this one time lump sum payment is not eligible for PERS contribution.

Section 2. Step Increases

(A) Effective July 5, 2015, annual salary step increases for all eligible employees on the POB Salary Schedule (Tier 2) shall be 4% (4.0%), unless the last step is less than 4%. Annual salary step increases for all eligible employees on the PO Salary Schedule (Tier 1) shall remain at 5.5%.

Section 3. Longevity Pay

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (1/2 of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached for twenty (20) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees. Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

(B) Employees hired or rehired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service thereafter, each employee will receive an additional one-half of one percent (1/2 of 1%) until a maximum of ten percent (10%) has been reached. Longevity is not part of an employee's base salary but rather a separate pay category, paid bi-weekly.

(C) All employees hired on or after Jun 26, 2011 are not eligible for the longevity benefit.

Section 4. Acting Pay

Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade for a full shift or more shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary or the minimum rate of the salary grade for the classification in which the employee is acting, whichever is greater for the duration of the assignment. Acting pay for periods in excess of thirty (30) continuous calendar days requires the written approval of the Director of Human Resources.

Section 5. Shift Differential Pay

Shift Differential is defined as the amount of compensation authorized to be paid to an employee in addition to a regular straight time hourly rate for working a complete regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 0500 hours or ends no later than 1900 hours. A regularly scheduled shift that exceeds these limits by twenty-five percent (25%) or more is entitled to shift differential pay computed at five percent (5%) of base pay plus longevity on a 12 hour shift configuration. An employee must be assigned to work a complete shift other than a day shift to be eligible for shift differential.

Should the department implement a 3-shift configuration; the shift differential pay will be as follows:

Days = 0% Swing = 4% Grave = 6%

Section 6. Field Training Officer Pay

All Field Training Officers and Field Training Managers as assigned by the department and performing FTO duties will receive 8% premium pay for the performance of these duties. Selection and assignment to the FTO position will be based upon established departmental procedures.

Section 7. Stand-By Time

Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours. Stand-by time shall be paid at a rate of thirty-five dollars ($35) per day on a normal work day worked and fifty dollars ($50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. During this time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by telephone, pager, or other electronic device provided by the City. No employee will receive stand-by pay while on annual leave, sick leave, or TILO.

TA'd: _____ LVPOA
TA'd:_____CLV
DATE: 10 February 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
Fact Finder	02/10/2021	1	10	3

ARTICLE 10 - CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. Issued Equipment

Upon successful completion of the Academy, the City shall issue to all employees the following basic uniform issue of:

- four (4) summer shirts (Short Sleeve)
- four (4) winter shirts (Long Sleeve)
- four (4) pairs of pants (Cargo Style)
- one (1) winter jacket
- one (1) tie
- one (1) pair of footwear
- required nylon gear
- one stab resistant vest (if requested by employee at conclusion of field training)

The City will also provide chemical agents and other weapons when required. There will be a reserve of chemical agents made available for which employees may exchange empty canisters for full canisters upon request. This reserve of chemical agent canisters will be stored in a method which allows it to be accessed and issued by any Sergeant on shift.

Section 2. Protective Vests

Each officer assigned to a weapons carrier assignment will be provided with a ballistic protective vest and weapon for the shift. The non-issued carrier vests (currently stored in intake locker) will be sent out for professional cleaning twice per year paid for by the department.

Section 3. Uniform Clothing Allowance

The City shall provide annual uniform and footwear maintenance and replacement allowance to all uniformed personnel as shown on the following chart. Employees shall be paid quarterly for the purposes of maintaining and replacing uniforms. **Payments of $375.00 will be made on the second pay date of each quarter**. Any uniform item damaged in the performance of work duties will be replaced by the City. Any uniform not damaged will be inspected no less than every three years to determine whether it should be replaced. New hires shall be paid the first quarter following their hire date.

Uniforms and equipment must be maintained in good condition and shall only be worn or used on official City business or as authorized by the City.

~~JULY 2016~~	~~OCT 2016~~	~~JANUARY 2017~~	~~APRIL 2017~~
~~$375~~	~~$375~~	~~$375~~	~~$375~~

~~JULY 2017~~	~~OCT 2017~~	~~JANUARY 2018~~	~~APRIL 2018~~
~~$375~~	~~$375~~	~~$375~~	~~$375~~

~~JULY 2018~~	~~OCT 2018~~	~~JANUARY 2019~~	~~APRIL 2019~~
~~$375~~	~~$375~~	~~$375~~	~~$375~~

~~JULY 2019~~	~~OCT 2019~~	~~JANUARY 2020~~	~~APRIL 2020~~
~~$375~~	~~$375~~	~~$375~~	~~$375~~

TA'd: _____ LVPOA
TA'd:_____CLV
DATE: 10 February 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
	02/10/2021	1	11	3

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 1. Normal Work Period

The City and the Association agree that the normal paid bi-weekly working hours shall be eighty (80) hours including meal breaks.

Section 2. Meal Breaks

The City will provide a meal period of thirty (30) minutes for an 8 hour work shift; forty-five (45) minutes for a 10 hour work shift; and sixty (60) minutes for a 12 hour work shift.

Section 3. Shift Arrangement

The City reserves the right to alter or temporarily change the workweek, shift and/or hours of an employee to accommodate an employee's attendance at:

(1) Initial Orientations
(2) POST Academy
(3) In-House training
(4) Training provided out of the City or State

Whenever deviations from regular shift hours are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of fourteen (14) calendar days, unless the employee agrees to a shift deviation with a shorter notification period.

Section 4. Mutual Swaps

(A) Employees may be permitted to exchange hours of work with other employees in the same classification or level, performing the same type of duties in the same work area, provided:

(1) The employees give written notice to their supervisor(s), at least seven (7) calendar days in advance
(2) The supervisor(s) approves the exchange in writing; and
(3) The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime, shift differential), which they would not have otherwise received.

(B) Once approved, shift changes shall not be subjected to further review, except for operational needs.

(C) Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap because of illness or injury, he/she shall be required to provide a physician's return to duty statement.

(D) All swaps must be paid back within one hundred twenty (120) calendar days, not to be extended past the same bid year.

(E) Probationary employees shall not be allowed to exchange hours of work with other employees.

Section 5. Work Schedule Changes

If a change in work schedule is requested or required, the Association and the Chief shall meet to discuss the proposed change prior to implementation.

The City may discontinue a work schedule, if, in good faith, and after discussions with the Association, it is determined that the current schedule is not in the best interest of the City or the department. Any change to a work schedule requires an advance notice of a period of sixty (60) calendar days.

Under any work schedule, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.

Section 6. TILO

(A) Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO) rather than paid overtime. The purpose of TILO is to allow the employee to accumulate and to take TILO time in conjunction with workload lows, rather than be paid at the overtime rates during workload peaks.

(B) To accumulate TILO time, employees may volunteer to accept time rather than overtime pay. This TILO time will be accumulated at a time and one-half (1 ½) rate for payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.

(C) To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence.

(D) TILO accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees in the same manner as vacation and sick leave hours are reported.

(E) No employees may have an accumulated balance of TILO time exceeding three hundred (340) hours at the end of any pay period. Sixty (60) hours of TILO may be sold back annually in accordance with the Annual Sellback Provisions identified in annual leave article of this agreement.

(F) Whenever an employee separates from City employment, any unused TILO will be paid at a straight time rate including longevity.

Section 7. Overtime

(A) Regular Overtime-Regular overtime pay is defined as additional compensation earned by an employee who is held over on a regularly scheduled shift. Supervisors may require that employees work overtime. Employees who work longer than their normal daily hours shall be paid overtime on a time and one-half (1 ½) hourly rate basis based on their hourly rate of pay at their normal weekly working hours, including longevity, if applicable, for all overtime work.

(B) Scheduled Overtime-If an employee is required by a supervisor, to return to duty after completing a normal shift or reports to work on a day in which a normal shift is not scheduled, the employee shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater at time and one-half (1 ½), and not subject to FLSA provisions in Section A. at time and one-half (1 ½) hourly rate basis, plus longevity, if applicable, for all overtime hours or any fraction thereof worked.

(C)Holiday Overtime–Holiday overtime is paid the same as scheduled overtime (one and one half times the employee's regular rate of pay. However, should an employee be frozen and held over beyond the normal scheduled shift hours on a designated holiday, that employee shall be paid at the rate of two and one half (2.5) times the employee's regular rate of pay for all hours they are frozen and required to work in excess of normal shift.

Section 8. Overtime Procedures

(A) Voluntary Overtime - In an effort to reduce mandatory overtime and in an attempt to provide equal opportunity for voluntary overtime, the City and the Association agree to use the following procedure:

1) Pre-scheduling should be accomplished whenever possible
2) Supervisors should canvas on-duty staff, whenever they become aware that overtime will be necessary for the on-coming shift
3) A system for voluntary overtime shall be established and utilized prior to implementing mandatory overtime.
4) An employee who is unable to report for scheduled overtime must notify the department at least one (1) hour prior to the start of their scheduled overtime shift.

(B) Involuntary (Mandated) Overtime ("Freezing") - Involuntary overtime will be assigned on a rotating basis as stated in departmental policy.

(C) Each shift will maintain a list of officers by seniority. Within the first two (2) hours of the shift, the next 5 officers up for "freezing" will be notified. When overtime is required and there are no volunteers, "freezing" will be implemented.

(D) Officers in special assignments may be included on the "Freeze" lists.

(E) No person will be required to work mandatory overtime the day prior to scheduled leave or in conjunction with RDOs.

(F) If an employee is required (mandated) to work beyond their scheduled shift for 15 minutes or more, they will be considered "frozen."

The department will make reasonable efforts to canvas on-duty employee volunteers prior to the implementation of this section of the Agreement.

Section 9. Call Back Pay

When required, the Department Head or designee may call back one or more members of the Department. For purposes of this paragraph, Call Back Pay is defined as compensation earned for returning to duty after an employee has completed his/her regular work shift, is off duty for any period of time, and then returns to duty with less than 12 hours' notice. When an employee is called back to work, the employee shall be paid overtime on a time and one-half (1½) rate basis. In addition, the employee will be paid no less than four (4) hours or the time actually worked if over the four (4) hour minimum. However, in the event the period of call back runs into an employee's normal work shift, said employee shall be paid time and one-half (1½) for only those hours worked outside of his/her normal work shift.

An employee who works less than four (4) hours on the initial call back and is then called back a second time during the initial call back period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed four (4) hours, in which case he/she shall be paid for the aggregate time worked. In the event an employee is called back for a second time after the expiration of four (4) hours from the first call-back, he/she shall be paid for a minimum of four (4) hours for each call back except as provided in the previous paragraph.

TA'd: _____ LVPOA
TA'd:_____CLV
DATE: 10 February 2021

ARTICLE 12 - HOLIDAYS

The City and the Association agree that the ~~legal~~ holidays shall be:

New Year's Eve
New Year's Day
Martin Luther King Holiday
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Family Day (Day after Thanksgiving)
Christmas Day

Any day that may be declared a ~~legal~~ national holiday by the President of the United States, or any day that may be declared a ~~legal~~ holiday by the Governor of the State of Nevada or the Mayor of the City of Las Vegas, unless the City is exempted from closings its operations to observe the holiday under State law.

All holidays shall be observed as dictated in NRS 236.015.

Employees wishing to have a holiday off who are normally scheduled to work, may request time off by submitting a leave request. This procedure includes special assignments. A special assignment post does not guarantee the day off.

Employees who are scheduled to work on a ~~legal~~ holiday and who are relieved of duty after reporting for duty on the holiday shall continue to receive holiday pay for the balance of their shift. No employee will be forced not to work the holiday to avoid overtime payment, excluding special assignments.

Section 1. Holiday Pay

All full-time employees shall receive holiday pay, and such time shall be computed as regular workday. In addition to straight time pay, any such employee shall be compensated at one and one-half the regular rate of pay for all hours worked on the holiday, except as provided in Article 11, Section 7(C).

In order to receive holiday pay, the employee must be in paid status for the entire work shift preceding and following the holiday.

Holidays that fall on an employee's regular day off, annual vacation or sick day, shall receive holiday compensation in cash for the holiday(s) straight time. Employees may convert their regular Holiday straight-time pay to annual leave. Employees may volunteer to accumulate TILO equivalent to the paid overtime rather than be paid for the holidays.

PERS will be paid for all hours worked when a state recognized holiday falls on a normal workday. If an employee works on a holiday that is not their regular workday, PERS is not paid (per NRS).

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
	02/10/2021	1	13	

ARTICLE 13 - ANNUAL LEAVE

Section 1. Purpose

The City and the Association agree that annual leave is provided to employee for the purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions herewith shall be chargeable to annual leave to the extent it has been accrued or advanced.

Section 2. Accrual

Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue from the date of duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

(A) Three and eight hundredths (3.08) hours bi-weekly for the first year.
(B) Four and sixty-two hundredths (4.62) hours bi-weekly for the second through the tenth year.
(C) Six and ninety-two hundredths (6.92) hours bi-weekly for years eleven through fifteen.
(D) Seven and seven tenths (7.70) hours bi-weekly for each year thereafter.

Section 3. Accumulation

Annual leave may be accumulated up to a maximum of two (2) times their annual accrual for those who have attained Peace Officer status prior to July 1, 2013. Those employees hired on or after July 1, 2013, or who attained Peace Officer status on or after July 1, 2013 will accrue a maximum of 250 hours. During the calendar year, any annual leave that exceeds the allowed maximum shall be forfeited at the end of the last pay period of the calendar year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary plus longevity for all vacation hours they are required to forfeit at the end of the calendar year.

Section 4. Payout

Employees with more than six (6) months service who are separated from the City's employment are entitled to payment for unused annual leave not previously forfeited.

In the case of death of an employee during his tenure with the City, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries as specified in their personnel records, or if no designated beneficiary, to the employee's estate.

Section 5. Applications for Leave

Application for annual leave must be approved in advance of taking leave and shall be scheduled annually on a seniority basis. For the procedures on applying for Annual leave, refer to Article 18 Seniority; Section 2. Use of Seniority. The Departmental vacation scheduling procedures and unresolved conflicts shall be referred to the Labor/Management Committee. Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

Section 6. Advanced Leave

Upon approval by the City Manager via Department chain of command, an employee may be advanced annual leave.

An employee who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave; either by deduction from any amount owed him by the City or by cash refund.

Section 7. Annual Sellback

Employees who have been employed in the classified service for a minimum of eighteen (18) months may elect to exchange up to eighty (80) hours of annual leave for up to eighty (80) hours pay, subject to the following conditions:

1. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
2. Exchange privileges apply only to accrued annual leave.
3. Employees must have been in the classified service for a minimum of eighteen (18) months.

TA'd: _____ LVPOA
TA'd:_____CLV
DATE: 10 February 2021

ARTICLE 14 - SICK LEAVE

Section 1. Earning & Use of Sick Leave

The City and the Association agree that all full-time employees shall accrue four (4.00) hours of sick leave bi-weekly. Employees who are in a non-pay status for a part of a pay period shall have their sick leave accumulation reduced on a prorated basis. Employees shall be paid their current hourly rate plus longevity, if applicable, for each hour of sick leave used.

Sick leave with pay may be used by employees who are:

(A) Illness or Injury. Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or

(B) Immediate Family Care. Required to absent themselves from work to personally care for a member of their immediate family as defined in Article 4, in those medical emergencies, which require the employee's prompt attention. Immediate Family Care leave shall be taken as sick leave; such cases require approval of the Department Head. Such leave, typically, is limited to a maximum of five (5) work shifts per year.

(C) Doctor Appointment: Required to take time off from work for the purpose of keeping a personal medical appointment. Such leave shall be limited to a maximum of 4 hours for any one appointment. The initial request and any subsequent request for additional time must be submitted to and approved within 72 hours of the appointment. Such leave shall not be the sole factor in determining patterns of excessive use or abuse of sick leave for disciplinary purposes. Employees should make every effort to schedule appointments before or after work hours.

(D) FMLA-Any leave covered by the Family Medical and Leave Act as referred to in Article 15, Section 4 of this agreement.

An employee incapacitated beyond the period covered by sick leave may be granted accrued annual leave, TILO, or leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted. In this case of sick leave depletion, annual leave or TILO shall be used in place of sick leave.

Section 2. Reporting Requirements

(A) Employees who become ill prior to the start of the workday shall call in 2 hours before the beginning of their shift when using sick leave, unless incapacitated.

(B) Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

(1) Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a use of sick leave as outlined above and in the timecard policy.

(2) Certificate of Recovery and Fitness: If an employee is requested to do so by the Department Head, or his designee, a Certificate of Recovery and fitness shall be submitted by the employee upon return to work from any illness that required the use

of sick leave for four (4) or more consecutive scheduled working days. Such certification shall be signed by a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 and shall state that the employee is capable of returning to work. The Department Head or his designee may require that an employee submit a Certificate of Recovery and Fitness because of excessive use of sick leave, not covered by FMLA. The employee will be notified in writing in advance when a Certificate of Recovery will be required. No such certificate of Recovery and Fitness shall be required contrary to the provisions and regulations of the Family and Medical Leave Act (FMLA) as amended 2009 and Health Insurance Portability and Accountability Act of 1996, as amended ("HIPPA" HIPAA), 29 USC Sec. 1181 et seq.

(C) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or a facility purchasing medications. Employees on extended sick leave are responsible for notifying the Department Head of their primary location and of their expected date of return to work. Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

Representatives of the department will not conduct residence checks of any kind, unless an employee is a no-call, no-show or the Department has probable cause to believe that an abuse of sick leave as defined in this agreement is occurring, in which event the Department shall provide to the investigated employee and the Association a written statement setting forth the facts providing reasonable, probably cause for the residence check. This statement shall be provided to the employee and the Association within twenty-four hours of the residence check. This residence check shall be conducted only by Administrative Officer of the Day within the Department.

Employees shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave may be considered evidence of abuse of sick leave and is subject to discipline up to and including termination. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

(D) To allow the parties the flexibility to apply progressive discipline to employees who are using sick leave in a manner that has a negative impact on other employees and operations, the parties agreed that, as a general rule, any person who uses more sick leave days per year than what he/she accrues is excessive. It is understood that the leave accrual usage comparison is not a specific standard, but merely a guideline for supervisors when assessing circumstances surrounding the absences of employees. Supervisors will be required to look at historical attendance and patterns of use in their performance counseling of the individuals. As a standard concession, the use of sick leave for funeral attendance, a scheduled medical appointment or the care of immediate family members (as described in Article 14, Section 1(b)) shall not be

included in the Supervisors counseling as a negative impact, unless abuse can be proven. For the purpose of an extended illness or injury, the FMLA standard will apply. Discipline will not be applied for legitimate absences substantiated by a Physician's Certificate from a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 for extended illnesses or injuries.

Section 3. Payoff of Sick Leave

(A) Any employee hired prior to July 1, 1991 with less than twenty years continuous service, upon separation for any reason, sick leave hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of fifty percent (50%) of the accrued sick leave hours. Any employee hired prior to July 1, 1991 with twenty years of continuous service, upon separate for any reason, sick leave and hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of one hundred percent (100%) of the accrued sick leave hours up to a maximum accrual of 1,000 hours.

(B) For the purpose of calculating payment of sick leave hours, employees hired on or after July 1, 1991, through June 26, 2011, will have a cap of 840 hours. Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a maximum payment for 420 hours, upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: one-half (1/2) of the employee's accumulated sick leave hours, up to a maximum accrual of 840 hours, and paid at the employee's hourly rate including longevity and shift differential (if applicable) at the time of separation. Employees hired after June 26, 2011 shall have a maximum accrual of ~~**420**~~ **600** hours. **However, employees shall receive payment for one-half the amount of unused sick leave accrued, up to maximum payment for 210 hours, upon separation, after ten (10) years of continuous full-time service. Employees will be paid at the employee's hourly rate including shift differential (if applicable) at the time of separation.**

(C) On the first payday of December of each year, the City shall "buy back" one-half (1/2) of all sick leave hours accrued above the 840 hour maximum payoff limit, during that calendar year by said employees. The one-half (1/2) sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours. Employees hired after June 26, 2011 shall have a maximum accrual (hard cap) of 420 hours. No additional sick leave hours will be accrued beyond 420 hours and there will be no annual "buy back".

(D) Employees hired on or after July 1, 1991 shall receive payment for 100% of the accrued sick leave up to maximum of 840 hours upon separation after 20 years of continuous employment with the City. Employees hired after June 26, 2011 shall receive payment for 100% of accrued sick leave up to maximum of 420 hours upon separation after 20 years of continuous employment with the City.

(E) In the case of death or medical retirement under the PERS system of an employee during his tenure with the City, the employees unused sick leave shall be computed based upon the above provisions and paid to the employee or the employee's designated beneficiaries as specified in their personnel records or, if no designated beneficiary, to the employee's estate.

Section 4. Sick Leave Bonus

Employees will be awarded a sick leave bonus of $2,500.00 annually for perfect attendance in a fiscal year (7/1 – 6/30). The only exception that does not count against perfect attendance is approved bereavement. FMLA and workers' compensation will be a disqualifier for attendance bonus contest purposes.

Section 5. Bereavement Leave

(A) The department shall authorize any accrued leave for bereavement purposes due to the death of an employee's parent/step-parent, current spouse, child, grandchild, grandparent, brother/sister, current mother/father-in-law, foster parent, guardian, current daughter/son-in-law, current sister/brother-in-law, stepchild, adopted child or current significant other. "Significant other" means a person the employee presently lives with that he/she considers a mate.

(B) Such absence for bereavement leave with pay shall be limited to not more than five (5) workdays per occurrence. In the event the employee requires additional time, they must receive approval in advance from their Director or designee.

ARTICLE 15 - OTHER LEAVE

Section 1. Application and Examination Leave

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional transfer opportunities with the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for promotional or transfer opportunity.

Section 2. Blood Donors Leave

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive special need. In no event shall an employee be eligible for overtime as a result of donating blood.

Section 3. Catastrophic Leave

(A) When an eligible employee suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leave as a result of the illness/injury, the eligible employee may file a request for donations of leave with the Association.

(B) Catastrophic Leave requests must be accompanied by a medical statement from the

attending physician explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.

(C) A committee appointed by the Association Board will review the request to verify the employee's eligibility to receive donations.

(D) The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for 14 calendar days per request and all donations will be submitted to the Association on a form provided by the Association.

(E) Donations can be made from the donor's compensable sick leave, TILO time, bonus hours and annual leave.

(F) The minimum donation is four (4) hours; the maximum donation is forty (40) hours. Employees must have a cumulative leave balance of at least forty (40) hours after the donation.

(G) The Association will forward donations to the City **Payroll** ~~Treasurer's~~ office, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient.

(H) Bank hours, if any, may be approved by the committee on a matching basis, if needed, (i.e., a solicitation for an approved employee nets 100 hours - after 100 hours are used, the committee may approve up to another 100 hours from the bank, if hours are available).

(I) Eligible employees:
a. The Catastrophic Leave Program is available to all Association bargaining unit members.
b. Employees must meet the following definition of catastrophic illness/injury:
"Catastrophic illness/injury is an illness or accident that keeps an employee from performing duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted."
c. Employees who are receiving worker's compensation benefits are not eligible for the Catastrophic Leave Program.
d. Personnel who have been released to a light duty status by a medical physician and refuse a light duty assignment will not be eligible for Catastrophic Leave.

Section 4. Family and Medical Leave Act

Employees who have worked for at least 12 months, and for at least 1,250 hours during the previous 12 months, are eligible for 12 work weeks of paid or unpaid leave during a 12 month period for the purpose of caring for oneself or a family member inflicted with a serious health condition, lasting longer than three (3) days, which requires either in-patient care or continuing treatment by a health care provider. An eligible employee can take up to twelve (12) weeks of leave under this policy in a twelve month period starting

on the first day of leave is used. Employees are required to give thirty (30) days advance notice for such leave if the need for leave is foreseeable based on planned medical treatment. All legal requirements of Family & Medical Leave Act, as amended in 2009 apply to this Article.

Section 5. Jury Duty or Court Witness

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding during regular working hours shall receive their regular City pay, less any jury or witness pay. Employees who are subpoenaed to appear as a witness to testify other than during normal work hours shall be entitled to call-back pay as specified under Article 11, Section 9. Employees who are called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty. Those persons who re-called as witnesses shall report back to work when excused by the court or tribunal. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in a civil proceeding unrelated to City business.

Section 6. Leave of Absence or Leave without Pay

Leave without pay may be granted to employees for purposes normally covered by sick or annual leave only when such paid leave has been exhausted, or for other justifiable reasons approved by the Chief (or designee.)

Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes of completion of probation, merit increases, seniority, or longevity, annual leave, or sick leave. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.

Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of completion of probation and/or salary increases.

Section 7. Childbearing/Employee Bonding Leave

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. This leave runs concurrently with any available FMLA leave the employee may have. Employees are eligible for this leave for a period up to 12 months after the birth or placement of a child. Employees are required to give thirty (30) days advance notice, if possible, for such leave. Additional maternity/paternity or adoption leave may be awarded only upon written authorization of the City Manager. Employees may use any accrued leave for maternity/paternity or adoption purposes. Use of sick leave for these purposes shall be excluded from disciplinary action.

An employee, upon becoming aware of her pregnancy, shall obtain a statement from her physician confirming the pregnancy. After the initial statement has been presented to the employee's supervisor, the Department will allow the employee to continue working and assign the employee to a modified duty position that will not be injurious to her health or the health of the expected child. Commencing with the sixth month of pregnancy the employee shall present a statement monthly from the physician stating the employee may be permitted to continue working. Employees complying with these provisions shall be entitled to work as long as they continue to present such monthly statements within five days of the due date. If the employee fails to present any required monthly statement within five days of the date due, the Department Chief may place her on maternity leave.

Section 8. Military Leave

An employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training as outlined in the provision of NRS 281.145, shall be granted a maximum of thirty (30) shifts of leave and pay, or in accordance NRS 281.145, whichever is greater.

Any employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall be granted leave and pay as prescribed by Federal Law.

At the beginning of each calendar year or after a change in shift or status, the employee will provide their immediate supervisor with documentation establishing reserve status and unit assignment. Such documentation shall include the name and phone number of the reservist's commanding officer or designee as a contact point. The employee will provide an annual training schedule, or orders in case of activity duty, by the first scheduled work day after such documentation becomes available to the employee. These documents are to be maintained in the employee's department file.

The employee will provide an Application for Leave form, to their immediate supervisor two weeks prior to their scheduled military leave, when possible. The approved leave slip will serve as full documentation for Payroll purposes.

When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

The employees shall be entitled to retain any Armed Services pay earned during the training duty.

If an employee has an approved scheduled vacation leave, that leave will not be canceled because another employee has been granted military leave.

Employees may utilize vacation ~~or bonus~~ **or TILO** leave in lieu of leave without pay for military leave. Use of these leaves for this purpose shall not be controlled by other policies, procedures or rules that affect leaves.

If an employee submits a request for Annual Leave of one (1) day or more, that leave will not be denied solely because another employee has been granted military leave.

ARTICLE 16 - MEDICAL BENEFITS AND LIFE INSURANCE

Section 1. Life

The City shall provide twenty thousand dollars ($20,000.00) life insurance protection with double indemnity for the accidental death of a member of the bargaining unit.

Section 2. Medical Benefits

(A) It is recognized, that employees covered by this agreement will continue to be covered for hospitalization, health, medical, dental and vision as set forth in the "Teamsters Security Fund for Southern Nevada, Local 14" established by an agreement and Declaration of Trust dated October 1, 2014. (TRUST") ~~**The current benefits ("Benefits") provided by the TRUST, per Trustee actions, are comprehensive medical, dental, and vision benefits.**~~ Additional benefits include Employee Assistance (EAP) and Life Insurance. The City and the Union agree that the City will pay the amount set forth below, per covered employee per month:

July 1, 2019 through June 30, 2020: $1050.00

July 1, 2020 through June 30, 2021: $1050.00

July 1, 2021 through July 30, 2022: $1090.00

For the periods July 1, 2017 through June 30, 2018 and July 1, 2018 through June 30, 2019 the maximum contribution per employee per month under this Article was $1100. The amounts set forth above reflect a reduction in the amounts to be paid by the CITY over the course of this agreement.

SB 241 was passed by the Nevada State Legislature in 2015, and later codified as NRS 288.225. It required in part that an association would reimburse a local government employer for all association hours used to conduct union business by payment, reimbursement or offset by the value of concessions made by the employee

organization in the negotiation of an agreement with the local government employer. Article 8, Section 3, of the prior Collective Bargaining Agreement in place between the parties was entered into in accordance with SB 241. The parties have been involved in a multitude of disagreements over the reimbursements due under Article 8, Section 3 of that CBA. The reduction of existing contribution rates the City is obligated to pay for benefits for the term of this CBA, as reflected in this Article is intended to reflect a full compromise and settlement of all outstanding disagreements or disputes over reimbursement payments due under Article 8 Section 3 of the prior CBA. Both parties acknowledge not only the instant dispute(s), but **also** proposed or pending legislation, **which may affect their existing/or prospective dispute(s) and litigation, if such are continued,** and expressly ~~indicate~~ **agree** the contribution reduction for the term of this CBA **is** ~~are viewed by the parties as~~ a good faith effort to avoid uncertainty and to resolve any disputes the parties have **concerning their differences on the intent and meaning of NRS 288.225**. The parties are hereby agreeing to the course of conduct for the term of this Agreement, notwithstanding any future changes to NRS 288.225, and understand the course of conduct to be viewed as a global resolution of all issues of payments required by to be made to the City by the association as well as any issues regarding claimed reimbursements of payments previously made by the Association. The parties agree they will execute any and all documents necessary to dismiss all pending actions and waive any potential actions concerning interpretation over Article 8, Section 3 of the prior Collective Bargaining Agreement

(B) Effective July 1, 201~~3~~**9**, employees of the collective bargaining unit will be covered by the Teamsters' ~~hospitalization, health,~~ medical, dental and vision benefit plan. ~~The~~

~~City shall pay the actual premium cost for hospitalization, health, medical, dental and vision coverage for employees and eligible dependents including full maintenance of benefits of cost, up to a maximum contribution per month per employee as follows:~~

~~The City shall pay as required to maintain coverage under the Union Health and Welfare Taft-Hartley Trust known as "Teamsters Security Fund for Southern Nevada, Local 14" established by an agreement and Declaration of Trust dated October 1, 2014.~~

~~The City agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated above. Should the City wish to have a representative considered for future vacancies for management Trustee responsibilities, they it will codify that interest through a written request to the Fund for potential action by the incumbent management Trustees.~~

(C) Employees will be responsible for the costs of Teamster coverage to the extent the amount per employee exceed the maximum contribution specified ~~herein~~ in Section 2(A) to be paid by the City. The City agrees to offer said deductions on a pre-tax basis per the provisions of Section 125 of the Internal Revenue Service Code, and the Association agrees to provide the City with adequate notice (minimum 45 calendar days) of those employees who will be subject said deduction.

(D) Employees will be responsible for the monthly Affiliation Fee per employee charged by the Teamsters from their proposal. Upon enrollment into the Teamster's plan and on the first of each and every month thereafter, every employee within the bargaining unit shall have deducted from his/her paycheck the amount to cover the monthly Affiliation Fee plus such additional amounts, if any to cover the employee's contribution of the Teamster plan should costs of the plan exceed the maximum required to be paid by the City.

(E) If the City establishes an employees' retirement health savings ~~medical~~ plan for any City employee, the City and the Association shall meet and confer to discuss participation of employees in this bargaining unit in the plan.

ARTICLE 17 – DISABILITY

Section 1. Covered Employees

The City and the Association agree that all eligible members shall be covered by provisions of an appropriate Workers' Compensation Insurance Program, that may be self-insured or State Insured.

Section 2. Accidents or Injury

Should an employee suffer a service-incurred disabling accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then and in that event, the employer shall

pay to the employee an amount equal to the difference between the compensation received under the Worker's Compensation Program and the employee's then present gross salary excluding overtime, for a period of two hundred forty (240) hours from the first day of absence due to illness or injury. In the event there exists a reason to believe an employee is abusing his/her rights under this provision, the employer may disallow the "equal payment" benefit. The City Manager must review all requests for continuance of maintenance of income beyond two hundred forty (240) hours and approve or disapprove in writing.

Section 3. Procedures

Before the City grants these benefits, the employee shall comply with reasonable administrative procedures established by the City. The City may also request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee make himself available for light duty work as soon as possible after release by a qualified physician, which may be either City or employee appointed.

An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave for the period of full income maintenance.

Section 4. Long Term Disability Insurance

The City agrees to provide to all employees covered by this agreement long term disability insurance benefits for the off the job injury equivalent to benefits under Social Security Disability Income or the present or any replacement disability insurance policy issued to cover employees of the City of Las Vegas to the full extent of benefits currently provided whichever offers the greater benefits

ARTICLE 18 - SENIORITY

Section 1. Seniority List

(A) City seniority shall be defined as an employee's length of active continuous service with the City. Classification seniority for Sergeants means the length of service in a classification. Classification seniority for Corrections Officers shall be based upon service date. Employees in classifications that have been re-titled or reclassified shall retain all seniority through any such changes. Employees who are promoted from one classification to a higher classification(s), within the bargaining unit and subsequently return to the former classification shall be credited with all time spent in the higher classification(s) for their classification seniority. Employees who return to classified service as a result of a reduction in force will be credited 100% toward classification seniority of the time spent in the appointive rank.

For movement from ~~appointive~~ **Lieutenant** to ~~classified~~ **a Sergeant and/or an Officer** rank for any reason other than a reduction in force:

- Employees who return to the ~~classified~~ **Sergeant** rank within the first twenty-four (24) months will be credited 100% toward classification seniority of the time spent in the ~~appointive~~ **higher level** rank.
- Employees who return to the ~~classified~~ **Sergeant** rank after twenty-four (24) months will be credited 50% toward classification seniority of the time spent in the ~~appointive~~ **higher level** rank.

Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty-day (30) day duration. Except for military leave, FMLA and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority.

(B) By the first week in August, the City shall provide the Association with a current seniority list for each classification, showing the service date and date of last promotion to present classification of the employees covered by this contract. The seniority lists shall be posted on the Association bulletin board for each division by the Association.

C) For purposes of promotion, seniority shall be determined by:
a. Length of time in classification; if tie, then
b. Department service date; if tie, then
c. City hire date; if tie, then
d. Human Resources time stamp
e. Any further ties or disputes will be determined by a one-time lottery

If no one protests the seniority shown on their behalf within 30 days of such posting, each classification seniority list shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority listing.

Section 2. Use of Seniority

(A) In scheduling annual leave, Regular Days Off and shift preference, the Corrections Officers shall be treated as one classification with seniority determined based upon department service date, subject to availability as determined by the Department Chief. Sergeants will bid for annual leave, regular days off and shift preference based on classification seniority.

(B) Beginning the second week of September, all employees will bid for shift assignments and regular days off. All bidding will be accomplished by the end of the second week of October. Transfers will take place after the first full pay period in January.
As vacancies occur throughout the year, notice will be given to all employees within 30 days after the vacancy has been created, allowing persons to bid for the vacancy. The position will be posted for review for 14 days. After the review period the position(s) will be open for bidding for a period of 14 days. The senior person submitting a bid shall be approved to fill the vacancy. The secondary vacancy created by the switch will not be subject to the bid process and will be filled by the new hire.

Officers may only secure one change of shift per bid year.

C) By the first week of November, officers will be allowed to make their "first pick" for annual leave. Employees must submit annual leave requests to secure their seniority rights. A maximum of four (4) weeks will be allowed.
The first picks will be completed no later than 14 days prior to the annual shift change. Any subsequent requests for annual leave must be submitted within the next 45 days, which is known as the "45 Day Rule."
One second pick will be allowed beyond the 45 day rule after everyone has made his or her "first pick" selection. A maximum of four (4) weeks will be allowed. The second pick can be submitted any time throughout the year, after all first picks are complete. All applications for annual leave will be responded to within ninety-six (96) hours of submission.
Seniority will prevail when another employee has requested leave for the same period of time on the same request date.

ARTICLE 19 - SPECIAL ASSIGNMENTS

Section 1. Definition

Under current operating conditions, the following assignments are deemed "special assignments":

a. Classification (Sergeant);
b. Classification Officers;
c. Fire Safety Officer;
d. Gang Investigator;
e. Operations Sergeant;
f. Property Officer;
g. Training Sergeant (non-rotational);
h. Training Officers (5 years)*;
i. Professional Standards Officer (5 years);
j. Internal Affairs Investigator**/Sergeant** (non-rotational) and;
k. Other assignments as discussed and agreed upon by the parties.*

*If parties cannot agree, disputes arising from such disagreements will be referred to the City Manager's Office designee for resolution. The decision of the City Manager's Office designee will be binding and not subject to the grievance and arbitration procedure except for safety considerations.

***g and h (above) cannot be on the same rotation plan*

Section 2. Duration-Special Assignments

All rotational special assignments shall be posted for application by August 1st of each year and all assignments are to be made within thirty (30) days of posting. All rotational special assignments shall be posted and applied for annually. Any officer selected for a rotational special assignment must commit to a minimum of one (1) year in the assignment. The length of rotational assignment shall not exceed three (3) or five (5) years, unless no other officer meeting the minimum qualifications for the assignment

applies for the assignment after the incumbent's third year, or as specified above. ~~After completion of a special assignment, the employee shall not be assigned to the same special assignment for a period of one (1) year except in the event of special circumstances as discussed and agreed upon by the parties.~~ Upon completion of the special assignment, twelve months will elapse between another special assignment except non-rotational positions, and ~~except~~ in the event of special circumstances as discussed and agreed upon by the parties. An officer may apply for a different special assignment upon completion of current rotation. Minimum qualifications to apply for a special assignment shall include serving as a Corrections Officer in the Department for no less than three (3) years except a special assignment requiring the rank of Sergeant shall include, as a minimum qualification, the applicant has passed his/her probationary period and has been confirmed as a Sergeant prior to applying. Selection criteria shall also include departmental standards as set forth in departmental policy. Upon initial placement into special assignment, the selected employee will be provided two (2) shirts **and two (2) pants**.

Section 3. Temporary Assignments

Any assignment that lasts longer than ~~thirty-six (36)~~ **48 (forty-eight) months** shall be subject to reclassification to a Special Assignment. When a temporary position is classified as a Special Assignment, it will be subject to all the provisions of Section 2 above at the beginning of the pay period following the reclassification as a Special Assignment. When a temporary position is reclassified as a Special Assignment, the parties will meet and confer regarding replacement staffing.

In the event the temporary assignment becomes a special assignment under this section, the parties shall meet to negotiate the length of the special assignment. After the length of assignment is agreed upon, the Chief may appoint the incumbent to said special assignment for a period not to exceed the agreed upon length of assignment.

ARTICLE 20 – RETIREMENT

(A)The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system.

(B) Any increase to the Public Employees Retirement System contribution rate above the current rate will be shared by the City and the employee, each paying 50% of the increase; employee paying through salary reduction and the City paying the other half.

ARTICLE 21 - REDUCTION IN FORCE

Section 1. Notice to Association

(A) Whenever it is determined that a lay-off of employees may occur because of lack of work or funds, the City shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the Association

President at least sixty (60) calendar days prior to the effective date of notification to employees.

(B) Whenever it is determined that a lay-off of employees shall occur, the City agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

Section 2. Provisions

(A)The City and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this contract shall be as hereinafter prescribed. When City funded positions of indefinite duration, and which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions after all part-time temporary and probationary employees within the classification have been separated from City service.

(1) Competition for retention shall be by classification within the department.
(2) Further, priority for retention shall be based upon seniority of service within the classification within the given department.
(3) The order of reduction in force within a classification shall be

(a) Temporary
(b) Probationary Employees
(c) Part-Time Employees
(d) Regular employees in the reverse order of their seniority. In the case of a tie within classification seniority, the employee with the least city employment seniority shall be released first.

(4) All personnel who are affected by reduction in force shall have the right to elect a reduction in classification to a lower classification in the same department that they are qualified to fill through previous service in that classification.
(5) An employee shall not be separated before the employee has been made a reasonable offer of reassignment, if such offer is possible in the determination of the City.
(6) As a result of the application of this reduction in force procedure, the City may cause the reassignment, transfer, reduction in classification, or any combination thereof, or the separation of an employee.
(7) Any employee reduced in classification or terminated under this Article shall have his name placed on the city's reduction-in-force list for a period of twelve (12) months. Employees accepting reassignment or a reduction in classification and shall remain on the reduction -in-force list for their previous classification and shall be reinstated in accordance with their seniority. Previous employees shall be notified once by first class mail and by certified mail, return receipt requested, at their last known address, and must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment on date specified in the offer, or they shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the City may proceed to fill the position.

(8) Separation under this rule shall require at least sixty (60) days' notice to the employee, or payment in lieu of notice, of an equivalent amount of salary by the City. Employees reduced out of the workforce through "outsourcing" shall receive sixty (60) days' notice and three (3) months' severance pay.

(B) The City may consider offering an early retirement incentive to all employees prior to implementing any reduction in force.

(C)Temporary employees appointed to the classification covered under this Agreement on a temporary basis in a City funded position of limited duration may be terminated prior to the stated expiration date of the position or upon completion of the assigned work or in the best interests of the City.

(D)Employees who are rehired after an involuntary layoff shall be reinstated with all benefits for which they were not paid at the time of their separation and their service date will be adjusted in compliance with Civil Service Rules. Therefore, for the purposes of longevity, sick leave, annual leave and other service time related benefits; rehired employees will start securing these benefits at the same rate as when they left City employment.

(E) The City and the Association agree that there shall be no employee furloughs until the City has discussed with the Association the furlough procedures to be implemented.

(F) Employees rehired under the provision of this article will be required to submit to and pass a background investigation and entrance physical examination.

ARTICLE 22 - RE-EMPLOYMENT

Employees who resign in good standing from employment may request in writing, within two (2) years after such resignation, that their name be placed upon a rehire list of the classification held upon resignation.

1. Requests shall be submitted to the Human Resources Director, and the Department Head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.
2. The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with the individuals from both lists.
3. Individuals placed on the rehire list will remain on that list for a maximum for one (1) year.
4. Upon rehire, employees will have their salary set at the closest salary grade and step as existed at the time of separation. Department seniority shall be reinstated to same level as of the time of prior separation and the employee shall serve a probationary period of a minimum of six (6) months and up to a maximum of twelve (12) months. Rehired employees may request removal from probationary status after six (6) months of successful performance. The request must be in writing and directed to the Chief.

Removal from probationary status prior to the twelve month period will be at the discretion of the Chief.
5. Individuals rehired will be subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resource Department.

ARTICLE 23 - OUTSIDE EMPLOYMENT

(A) Employees will notify the City of an "outside" employment on an appropriate and reasonable City form. All legal employment shall be approved unless the City can show just and reasonable cause for the denial of the employment (e.g. conflict of interest). The response shall not be delayed for more than thirty (30) calendar days from date of receipt.

(B) Any "outside" employment shall not exceed an average of twenty-four (24) hours per week over any three (3) month period.

(C) Outside employment shall not create a conflict of interest with City or Departmental business and will be considered secondary employment in all instances.

ARTICLE 24 - LABOR MANAGEMENT MEETINGS

(A) A joint Labor-Management Committee shall meet at set times which are to be determined between the President of the Association and the Chief (or designee) at the beginning of each fiscal year in order to supplement the collective bargaining process. These times can be changed upon mutual agreement between the parties.
The purpose of such meetings may be to:

- Discuss the administration of the Agreement;
- Notify the Association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association; including but not limited to changes in posts;
- Disseminate general information of interest to the parties; and
- Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interests to their members.

(B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meeting of the Labor-Management committee which shall be composed of not more than five (5) representatives of the City and five (5) representatives of the Association. The process shall serve to study issues of mutual interest, including, but not limited to safety and health of employees. Performance evaluations and staffing issues to be discussed in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that the City and the Association must mutually agree to any modification of this Agreement reached through this procedure in writing.

(C) The Association shall designate a representative to serve as liaison with the Chief or designee, for the purpose of selecting agenda items and organizing meetings. Each party agrees to a reasonable notice to the other party to cancel a meeting. The Association's representative will prepare the Agenda(s) for each meeting and the City's representative.

(D) Minutes of the Labor-Management Committee meetings shall be prepared by the Department Director, or designee, and shall be reviewed and approved by the Association's representative by both parties' signatures. The minutes shall expressly state each issue or topic discussed during the meeting, the positions of the City and the Association with respect to each issue and the decision reached. Copies of approved minutes will be available for the Association to pick up and are distributed within ~~one week~~ **two weeks** of each meeting.

(E) By virtue of agreeing to the provisions of this Article, neither party shall waive any rights under the Nevada Revised Statutes.

ARTICLE 25 - DISCIPLINARY ACTION

Section 1. Grounds for Disciplinary Action

The City shall adhere to NRS 289, Peace Officers Bill of Rights when initiating discipline under this Article. The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The city shall follow the disciplinary procedures set forth below in enforcing any discipline.

An employee shall be notified in writing of any possible disciplinary action within thirty (30) days of the incident-giving rise to the possible discipline, or within thirty (30) days of when the City discovers or reasonably should have discovered the facts supporting possible discipline. Except as otherwise noted in this paragraph, no disciplinary action shall be taken on incidents occurring six (6) months prior to the administration of disciplinary action.

Internal investigations will normally be completed within 60 days of complaint unless an extension is approved by the Chief or designee. Complainants will be informed of the status of the investigation at least every 30 days and/or if a case extension is granted.

The City shall make a determination of the level of disciplinary action meted out no later than thirty (30) days from the date of the first disciplinary meeting. The two thirty (30) day limitation periods and the six (6) month limitation period do not include vacation leave or any other leave taken by the employee.

An employee may appeal any written reprimand, demotion, suspension or other form of discipline through the grievance procedure of this contract, which shall be exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through Step 3 - City Manager level of grievance procedure.

LVPOA representation shall be allowed at every level of discipline. Nothing in this paragraph shall be interpreted as prohibiting the application of progressive discipline as set forth in paragraph (B) based upon prior disciplinary action being taken against any employee.

Section 2. Progressive Disciplinary Action
The City and the Association recognize the principle of progressive discipline as the form of discipline to be used by the City. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning. Discipline steps may be skipped, depending on the severity of the offense. Nonetheless, skipping steps in the discipline process shall be the exception of the general rule requiring following progressive discipline.

Section 3. Progressive Discipline Steps - The usual progressive discipline steps are:
A. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisorwhich puts an employee on notice that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. The intent is for the supervisor to give the employee a clear notice that the specific behavior or performance should be corrected. Oral reprimands are to be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. Oral reprimands are valid for a period of up to nine (9) months.

B. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Supervisor shall document the violation and corrective action as identified in 1 above, on an Employee Interview form. The employee who is the subject of the disciplinary action will be allowed to read the Employee Interview form, may make any comments desired, and will then sign the form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. However, the failure of the employee to respond or deny the charges on the form shall not be interpreted as a waiver of any of the employee's rights under the agreement or as an admission that the allegations are true.

C. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Documentation is done on an Employee Interview form, as described in paragraph 2, above. Suspensions in excess of 40 hours must have the approval of the City Manager or designee.

D. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or reoccurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding

documentation and rebuttal must be followed, as in the case of a written reprimand or suspension. Examples are:

a. Reduction in Classification - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step should be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held.
b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step for, a maximum of thirteen (13) pay periods, or withheld.

E. Termination - Termination is the final step of the progressive disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is a very serious nature as so to warrant immediate separation from employment.

Section 4. Records

Investigations of allegations, which do not result in a corrective or disciplinary action, shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the retraction of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.

Employee's permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee.

Section 5. Disciplinary Meetings

Disciplinary Meetings shall be conducted during an employee's regular work hours or the employee shall be compensated in accordance with this agreement. An employee shall be given written notice at least forty-eight (48) hours prior to the beginning of any meeting called for disciplinary purposes with that employee that the meeting could lead to a written reprimand or more serious disciplinary action. The employee shall be provided in writing with the name of the person conducting the meeting, the date, time, location and topic of the meeting. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry or investigation.

Section 6. Purging Files and Records

A. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's personnel file after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of similar nature shall extend the period of retention of the original offense for twelve (12) months. Similar nature is defined as a

disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations.

B. Records of disciplinary actions resulting in a suspension of 40 hours or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of twenty-four (24) months has elapsed. Any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for eighteen (18) months.

C. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

D. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.

E. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file shall remain under the control of the Department of Human Resources.

F. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

G. Purging time limits identified above begin on the date of the employee interview when the employee is formally notified of the disciplinary action.

Section 7. Just Cause

Just Cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

A. Conviction of an offense which is punishable as a felony or gross misdemeanor in the State of Nevada, conviction of an offense in any place other than the State of Nevada, which offense if committed in the State of Nevada, would be punishable as a felony or gross misdemeanor, or conviction of any offense which involves moral turpitude;

B. Knowing violation of City or Department Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Chief Officer - Public Safety and have been punishable in writing and circulated;

C. Solicitation of the public for money, goods or services which has not been approved in accordance with established departmental procedures;

D. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;

E. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained and unapproved absence from duty, excessive absenteeism or tardiness, misuse of theft of City property, continuing or life threatening safety violations, on the job alcohol, or other drug abuse, malfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;

F. Physically striking or threatening a supervisory, managerial, or other employee;

G. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive.

ARTICLE 26 - GRIEVANCE PROCEDURES

Section 1. General

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the employees of the Bargaining Unit as quickly as possible to insure efficiency and promote employee morale. Should any employee or group of employees feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety which may be a violation of federal or state law, including occupational Safety and Health Act, 29 U.S.C. Sec. 651-78, Nevada Occupational Safety and Health Act, NRS 618.005 et seq. NRS Chapter 288 and/or may be considered subjects of mandatory collective bargaining, NRS 288.150(2)(m), adjustment may be sought.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service rules will apply in circumstances where the Agreement is silent. Alleged violations of Civil Service rules, which are not covered by the terms of this Agreement, may only be appealable through the Civil Service Rules. Violations of Federal and State statutory provisions and the enforcement thereof except as referred to in this section are not subject to the grievance procedure hereinafter set forth. Nothing in this paragraph shall be interpreted as prohibiting an employee or the Association from aggrieving an action or conduct which may violate or be in conflict with any federal or state law to the extent the grievance claims or alleges such action or conduct constitutes a violation of this contract or department rules or regulations. No

employee shall be deemed to have waived or forfeited any rights, including the right to a jury trial under any applicable federal or state law, by virtue of filing a grievance or requesting arbitration of any dispute within the scope of this Article.
The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Association to charge non-members of the bargaining unit a reasonable service fee for representation in grievance hearings and appeals.
The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, so long as the action is consistent with applicable state and federal law and the terms of this Agreement. The parties further agree that after a finding of fact, an employee shall have an informal meeting with the Department Director prior to a non-confirmation of appointment.

Section 2. Informal Procedure

Prior to submitting a written grievance, nothing herein shall preclude any employee from discussing his/her grievance with the immediate supervisor up to and including the Chief or his/her designee and an Association Representative for informal adjustment. If the problem cannot be resolved informally, as set forth in this section, the employee may proceed to Section 3.

Section 3. Grievance Procedure

Any dispute concerning interpretation or application of an expressed provision of this Agreement, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or a dispute regarding a disciplinary action taken against an employee shall be subjected to this grievance procedure.
(1)It is agreed that the City has a right to discipline or discharge employees for just cause. Disciplinary actions, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning, which is not placed within the employee's personnel file. The City shall have just cause for any disciplinary action.
(2)No regular employee shall be discharged except for just cause defined in Article 25, Section G, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the City's right to eliminate positions because of layoffs or reduction of force in good faith.
All non-disciplinary grievances must be filed in writing, with the Chief or designee, within thirty (30) calendar days after the matter in dispute/disagreement is alleged to have occurred or thirty (30) days from the time the employee had reason to know the circumstances giving rise to the grievance.

The time limits stated above shall not commence so long as the grievant/Association and the Chief or designee are engaged in informal discussions in an attempt to resolve the issue without filing a formal grievance. However, the grievant/Association may file a written grievance at any time during the informal discussion period in order to move the dispute to the formal process.
Disciplinary appeals must be filed with the Chief or designee, within fourteen calendar (14) days from the date of issuance. A grievant/appellant may have up to two (2)

representatives of his/her choice at any or all steps of the grievance process. Written reprimands may only be appealed through Step 3 of the procedure and are not subject to arbitration.
The Association, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the Association may take no further action. Nothing stated herein shall prohibit an employee from proceeding on his/her own behalf in filing and processing a grievance and the City shall recognize the individual employee's rights to file a grievance and proceed through the grievance process, including arbitration as "the grievant".

STEP 1: The Association (or the employee in any case) shall present a signed written grievance to the grievant's supervisor and a Lieutenant outside of the grievant's chain of command. The Lieutenant shall, within 14 calendar days of the filing of the grievance, meet with the grievant and discuss the issue. The Lieutenant shall respond in writing to the grievance within seven (7) calendar days of the meeting with the grievant. The decision of the Lieutenant outside the grievant's chain of command is not subject to reversal by anyone in the grievant's chain of command, including the Chief unless the grievant or the Association proceeds to Step Two under this Article.
STEP 2: In the event the grievant is not satisfied with the written response to Step One of the grievance, he/she may refer the grievance to Step Two of the grievance procedure by forwarding the grievance in writing, along with the response to Step One, to the Chief. This action must be taken no later than fourteen (14) calendar days after receipt of the written response to Step One. The Chief or designee along with a representative from Human Resources shall meet with the grievant no later than fourteen (14) calendar days after receipt of the grievance for the purposes of attempting to resolve this dispute. The Chief will have fourteen (14) calendar days from the date of the meeting to answer the grievance in writing. The Chief or designee shall respond in writing.

STEP 3: In the event the grievant is not satisfied with the written response to Step Two of the grievance procedure, he/she may refer the grievance in writing and written responses to Steps One and Two to Step Three, to the Director of Human Resources within fourteen (14) calendar days of the written response to Step Two. The Director of Human Resources will forward the grievance to the City Manager, or designee, who shall respond to the grievance in writing, within twenty-one (21) calendar days of receipt of the grievance in an effort to resolve this dispute. The grievant may request a meeting with the City Manager or designee prior to a written response.

STEP 4: If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the Association, the matter may be submitted to Arbitration by the Association or the grievant by serving the City's Director of Human Resources a Notice of Arbitration. This must be done within thirty (30) days of when the answer was due. The parties shall meet within fourteen (14) calendar days from the date the request for arbitration was received for the purpose of selecting an impartial arbitrator.

Section 4. Arbitration Procedures

Following Notice of Arbitration, the City and the Association or the employee's representative, shall agree upon a source for a list of seven (7) arbitrators. The lists shall either be a Federal Mediation and Conciliation Service (FMCS) or an American Arbitration Association (AAA) list.

To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternatively strike one name each, with the Association striking first. The last remaining name shall become arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Association requesting that he set a time and place, subject to availability of the City and the Association. Any dispute, claim or grievance submitted to the final and binding arbitration under the provisions in the Article shall be done under the voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Service (FMCS).

Decisions of the arbitrators shall be final; however, the arbitrator shall have no power to add to, subtract from, or modify the terms of the this agreement and department Rules and Regulations, except to the degree when rules conflict with this Agreement; and shall make his decision within thirty (30) calendar days from conclusion of the hearing or as agreed upon by the parties. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Association. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying applicable laws or rules of law and any ruling by the Arbitrator as a question of law may be reviewed by a court of law de novo.

Section 5. Awards

The arbitrator's award will be final and binding on the Association and its members, the employee or employees involved, and the City to the extent of the Arbitrator's authority provided herein. All fees charged by the AAA or FMCS and the arbitrator's fees and costs and any costs of transcription of the record shall be shared equally 50% by the Association or grievant and 50% by the City.

Section 6. Time Limits

In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a holiday.

Section 7. Grievance Resolution

A copy of all written decisions or resolutions will be forwarded to the Association.

(A) Reduction in Discipline - If the decision is to reduce the discipline, then the originating supervisor who meted out the discipline shall be directed to correct the disciplinary record in any files maintained for the grievant and specifically any file maintained with Human Resources.

(B) Exoneration of Discipline - If the discipline is reversed in the favor of the employee, all files including the Human Resource personnel file and the employee's

department file will be purged of all references to the discipline. Additionally, the Internal Investigations file will be modified to show the findings.

ARTICLE 27- SAFETY AND HEALTH

Section 1. General

(A) The City and the Association agree that all work shall be performed in compliance with all federal, state and local laws and policies.

(B) Except in the case of an emergency, the City shall discuss through the Labor-Management meeting all new or proposed changes to policies, practices and posts that affect the safety of the employees prior to the proposed implementation of the policy. The Association may submit to the Chief written comments within thirty (30) days of the labor management meeting during which the matter was discussed.

It will never be the intent of the City to establish a policy that adversely affects the safety of the employees. If there is a policy that may adversely affect the safety of the employees, the City will first discuss the proposed policy with the Association before implementing the policy.

Section 2. Report of Injury

(A) At times, supervisors of all employees must complete the appropriate "Report of Injury" form within 24 hours of being notified that a work-related accident has resulted in physical injury to an employee with a copy of the completed Report of Injury form.

(B) Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor in accordance with N.R.S.; or if prohibited by serious injury, then as soon as conditions permit.

It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

Section 3. Safety Coordinator

The Department Head shall appoint a Safety Coordinator who shall represent the Department Head. The appointed Safety Coordinator shall be responsible for duties as defined in Post Orders, City policy, department work rules and any applicable regulations.

Section 4. Safety Committee

Safety Committee members who shall be no less than four in number, shall be appointed from members of the labor/management committee. Safety Committee members shall be allowed to attend committee meetings while on duty jointly with management. A committee member may be allowed to attend any inspection of or safety or health problems in the Department. The Safety Coordinator shall be required to notify the Department Head of all recommendations of the Safety Committee. The Chief will respond in writing to the Safety Committee as to the appropriate action to be taken.

The Safety Committee may recommend rules and procedures for the promotion of health and safety of department employees, for making periodic inspections of the department, and for making recommendations for the corrections of unsafe equipment and procedures. When appropriate, recommendations may include a target date for abatement of hazardous conditions or procedures. The primary goal is to rectify all safety issues with action. The Safety Committee shall keep a summary of all committee meetings and preparation of a written report for review by an employee. The Safety Coordinator and the Safety Committee shall participate in the development of proposed policies relating to prevention and control of communicable diseases and present the proposed rules to the Chief for approval.

Section 5. Staffing

The Department agrees to begin the process of filling approved vacancies in an expeditious and timely manner in accordance with City Policy. Only those vacancies recommended by the Department and approved by the City Manager are included in this Section. If the Association has reason to believe that the Department has failed to request that a vacancy is filled, the Association may meet with the Department Director to discuss the matter. If the Association is still not satisfied with the Director's response, the Association may request a meeting with the City Manager. The Decision of the City Manager shall be final. Neither the City nor the Association by virtue of Section 5 of this Article waives any rights under NRS 288.150.

ARTICLE 28 - SAVINGS CLAUSE/WAIVER

(A) If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within a reasonable time the matter shall be submitted to Arbitration.

(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

(C) Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.

ARTICLE 29 – PERFORMANCE EVALUATIONS

Employee performance evaluations for Correction Officers will be completed prior to the annual change of shift rather than on the officer's anniversary date. Aligning the evaluations with the shift change will decrease the possibility of an employee having performance evaluations from different supervisors during the evaluation period.

If during the term of this agreement either party has concerns regarding the administration of this article, the parties agree to meet and confer and will make every reasonable effort to resolve the identified concern or issue.

ARTICLE 30 – PROMOTIONS

Section 1. Promotion Selection Process

The following procedures will be followed when developing eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitment only.
The promotional eligible lists will be arranged by score, from the highest to the lowest eligible score. Employees will be notified of their final score and their placement on the list.
The top five (5) or twenty-five percent (25%) (whichever is greater) scoring candidates on an eligible list will be available to the department to fill vacation positions. The twenty-five percent (25%) calculation will be rounded down rather than up (25% of 15 would be rounded down to 3).
The promotional lists will be arranged by score, from highest to lowest eligible score. Scores will be taken out to two decimal places, or to the nearest hundredth (ex. 89.512 = 89.51; 79,346 = 79.35). Scores will not be rounded to the nearest whole number; therefore, any score beneath 70.0 will be considered a failing score. Employees will be notified of their final score and their placement on the list.
After a name has been removed from the list as a result of a promotion or other reason, the next highest scoring applicant will become eligible for selection.
In the case of tie scores, all names with the tie scores will be considered as one.
The City will provide 45 days notice of the testing date for the promotional recruitment. The 45 day notice will be given to the Union President for dissemination to the current Corrections Officers.
A list of study materials will be given to the applicants by Human Resources staff at the time of application or upon request to Human Resources.

A representative of the Association will be allowed to observe the initial training provided to oral board and assessment center members, exclusive of any actual test materials discussions. No Detention and Enforcement employees shall serve as assessors or on the oral board.
If during the term of this agreement either party has concerns regarding the administration of this article, the parties agree to meet and confer and will make every reasonable effort to resolve the identified concern or issue.

Section 2. Promotional Increase

Effective July 1, 2013, those promoted internally from Corrections Officer to Corrections Sergeant will receive a 5% increase in pay plus one additional step in the pay range.

ARTICLE 31 – DURATION

This Agreement shall become effective ~~July 1, 2015~~ **July 01, 2019,** and continue in full force and effect through June 30, 20**20**. However, if the parties hereto do not arrive at a new agreement before June 30, 20**20**, the non-economic provisions of this agreement shall remain in effect until the parties execute a new agreement.

Upon ratification of this contract by the City Council, all agreements shall be retroactive to the effective date of this agreement, unless otherwise specified in the contract.

DATE _____

CITY OF LAS VEGAS	**LAS VEGAS PEACE OFFICERS ASSOCIATION, INC.**
BY_____	BY_____
Jorge Cervantes, City Manager	Scott Edwards, President

Approved: _____
Carolyn Goodman, Mayor

Attest: _____
LuAnn Holmes, City Clerk

Approved as to Form: _____
Morgan D. Davis, Assistant City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS

&

LAS VEGAS PEACE OFFICERS ASSOCIATION

Department of Public Safety
Correction Officers
Commissioned Officers Unit

July 1, 2019 – June 30, 2020

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PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Nevada; except as modified in this Agreement; and

WHEREAS, the parties have reached an understanding concerning, wages, hours and conditions of employment and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE I - RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the City of Las Vegas (hereinafter call the "CITY") recognizes the LAS VEGAS PEACE OFFICERS ASSOCIATION (hereinafter call the "ASSOCIATION") as the exclusive representative of the eligible Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

The City and the Association agree that, members of the Bargaining Unit who have "Peace Officer" status are covered by NRS 289 (Rights of Peace Offices). Both parties will also comply with future legislative changes to NRS 289. Those changes, if any, will supersede the rights listed below.

Section 1. Classifications

The City and the Association agree that the following classifications are represented by the Association:

Corrections Officer
Corrections Sergeant

Section 2. Community of Interest

It is agreed that the Association shall represent any employees within classifications created by the City that are within the Associations community of interest.

(A) New Classifications Bargaining Unit Determination

The following method shall be used to determine eligibility of including new classifications in the bargaining unit.

When a new classification is created to be in the Department of Detention and Enforcement, the Human Resources Department will make an initial determination if the classification is to be included or excluded from the Association's bargaining unit. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have fifteen (15) working days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below.

Disputes regarding inclusion or exclusion of a position or classification in the bargaining unit shall be resolved as follows:

The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve this disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action or shall it be construed to be an admission of any type by either party for use in front of that body or any other body.

If disagreement still exists after thirty (30) calendar days, the Association may then appeal the classification decision or proposal of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(B) New Classifications - Specifications

When the specifications of a new classification which is to be covered by this Agreement are proposed, the Human Resources department will notify and discuss with representatives of the Association the proposed new classification and provide a copy of the recommended specifications at least seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

(C) New Classifications - Conditions of Employment

The conditions of employment, other than wages, for any new classifications created within the Associations community of interest, shall be governed by the terms of this Agreement. Wage scales for such new classifications shall be determined as follows:

Should it be determined that a new classification is within the Association's community of interest, and the wage analysis performed by the HR Compensation activity is unacceptable to the Association, the parties shall immediately enter into collective negotiations to arrive at an agreement on the subject of wages for such new classification. If within thirty (30) calendar days after the start of wage discussions, the parties have not reached mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

Section 3. Changes in the Classification's Specifications

When there are changes in classification specifications covered by this Agreement, the Human Resources Department will notify and discuss with representatives of the Association the recommended changes seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

ARTICLE 2 - CHECK OFF

The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association dues and is so certified by the Treasurer of the Association. The City will be notified of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

The City shall remit such funds to the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the months of April or October by the employee giving written notice to the City and the Association, or upon termination of employment.

ARTICLE 3 - NO STRIKES

The Association agrees that there shall be no strikes under any circumstances. Employees shall continue to furnish efficient service within all areas of assigned responsibility.

For the purpose of this Agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work; slowdown; interruption of work or operations by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the operations of the City by the Association and/or its members.

ARTICLE 4 – DEFINITIONS

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the state of Nevada, and all terms herein are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of Association members except as hereinafter provided.

It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to sex, race, color, religion, age, national origin, political affiliation, sexual orientation, or disability.

Most of the following definitions or terms used in this Agreement are derived from the City of Las Vegas Personnel Policies Manual, the City of Las Vegas Civil Service Rules, the Nevada Local Government Employee-Management Relations Act, the Nevada Industrial Insurance Act, or the Nevada Occupational Safety and Health Act. Where any conflict is found between the following defined terms and the terms as described in the Nevada Revised Statutes and Amendments thereto, the definitions as set forth in the Nevada Revised Statutes and Amendments thereto shall control.

The following are definitions of terms used in this agreement.

Abuse of Sick Leave: The use of sick leave for purposes other than the legitimate uses of sick leave listed in Article 14 - Sick Leave of this contract.

Administrative Employee: Any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, deputies, immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

Arbitrator: An impartial third party chosen in accordance with the provisions of this Agreement.

Assignment Differential Pay (ADP): Temporary monetary compensation paid to commissioned personnel who are working in the applicable assignment categories.

Base Salary: Remuneration received by the employee in accordance with the rates specified on the appropriate salary schedule or other compensation plan in effect for any one employee or group of employees.

Bereavement Leave: Leave granted to an employee to attend the funeral and/or for bereavement purposes for a member of the employee's immediate family.

Call-Back: When an employee is called back to work during off-duty hours after the employee has left the normal duty location.

Classification: A group of positions, which have essentially similar duties and responsibilities, is allocated to the same salary range, and is designated by the same general title.

Classifications Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, authority, examples of duties and responsibilities, and minimum or desirable qualifications. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

Counseling: Counseling is a form of supervisor and employee communication that is often appropriate and is done outside the disciplinary process. The purpose of counseling is to discuss the proper procedures to be followed in a given situation. It is primarily instructional and is not, nor should it be confused with, an oral reprimand. Counseling is also a method of notifying an employee of good or exceptional work.

Demotion: Movement of an employee from one classification to a different classification, that is on a lower salary grade than the original classification.

Domestic Partner: Defined by meeting the following criteria:

A. Share the same permanent residence, AND
B. Have a close personal relationship, AND
C. Are jointly responsible for basic living expenses, AND
D. Are single or divorced, AND
E. Are eighteen (18) years of age or older, AND
F. Are not related by blood, AND
G. Are each other's sole domestic partner and are responsible for each other's common welfare.

Emergency: A riot, facility death, serious bodily injury, escape or natural disaster but does not include a shortage in minimum staffing requirements.

Emergency Leave: Leave that may be granted after a request for immediate leave that, by the nature of the condition prompting the request, could not have been predicted in advance of need and been scheduled in accordance with normal departmental policy. Emergency leave may not be used in lieu of an employee's accrued sick leave.

Extended Sick Leave: Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

Family Leave: Leave taken under the auspices of the Family Medical Leave Act of 1993, amended in 2009.

Freeze: When employees are required (mandated) to work beyond their scheduled shift. The employee must work a minimum of 15 minutes beyond their regularly scheduled work shift, to be considered "frozen".

Grade: A term used to designate salary range to which one or more classifications may be allocated.

Grievance: A complaint regarding wages, benefits, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or interpretation and application of this Agreement.

Holiday: A day set aside for the special observance of a memorable event or occasion as referenced in NRS 236.

Hourly Employee: Persons not subject to the City of Las Vegas Civil Service Rules, who serves at the pleasure of their appointing authority, and whose base hourly pay constitutes their entire compensation.

Immediate Family: Current spouse or domestic partner, parent, brother, sister, children, (including step, adopted and foster relationships), grandchild, grandparent, current mother/father-in-law, current sister/brother-in-law, current son/daughter-in-law.

Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 & 617.

Just Cause: A factual reason cited by the City that is used to issue disciplinary action. Just cause is defined in the discipline article of this contract.

Negotiations: The process of collective bargaining between the City and the Association that determines the contract between the City and the Association.

New Employee: For purposes of compensation, "New Employee" is defined as those hired after June 26, 2011.

Normal Work Period: An employee's normal paid, bi-weekly work period shall be eighty (80) hours.

Overfill: Temporarily filling a position that has been budgeted at one level with an employee who is in a higher classification than that for which the position was budgeted.

Overtime: Time that an employee works in addition to the employee's normal bi-weekly or daily work schedule.

Parent Bonding Leave: Leave, with or without pay, granted to employees for the purposes of caring for newly born and/or newly adopted children.

Probationary Employee (Initial Hire): An employee who has not completed the probationary period of employment and whose permanent appointment has not been confirmed. The probationary period for a new employee shall be eighteen (18) months from the date of hire.

Promotion: A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position.

Qualifying Period: Any person transferred, or promoted to a non-temporary classified position in the City of Las Vegas is required to serve a probationary qualifying period of not less than twelve (12) months prior to confirmation of the transfer or promotion.

Reassignment: The movement of an employee or a position from one work unit to another with the same department, with no change of classification.

Reclassification: The movement of an employee from one classification to another classification on the same salary grade within the same bargaining unit.

Redaction: The process by which City Management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from all City files.

Regular Employee: One who has successfully completed his/her initial probationary period and whose appointment has been confirmed in a permanent position.

Salary Range: The minimum and maximum base salaries that may be to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

Salary Step: An increment within a salary grade that designates a specific pay rate as on the appropriate salary schedule.

Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of active non-hourly employment with the City of Las Vegas. For purposes of determining seniority, longevity, or other matters associated with length of active employment, the service date shall be adjusted to reflect any periods of leave without pay in excess of thirty (30) consecutive calendar days.

Shift: The hours that an employee is normally scheduled to work on any normal workday.

Step Increase: A salary increase from one step within a salary grade to a higher step within the salary grade. (also known as within-grade increase)

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

Temporary Employee: "At-will" employees hired for a term not to exceed two thousand eighty (2,080) hours in any twenty-four (24) month period. Temporary employees may be appointive or classified employees and may be hired on a full time or part-time basis.

Termination: The separation of an employee from employment with the City of Las Vegas.

TILO (Time in Lieu of): The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal workweek.

Trainee: An employee hired in an entry-level position who is assigned the task of learning the specific requirements of a position and/or classification. Trainees hold probationary status and may not remain in the trainee position for longer than eighteen (18) months.

Transfer: The formal movement of an employee or a position from one department to another department without any change to the classification of the position.

Underfill: Temporarily filling a position that has been budgeted at one level with an employee who is in a lower classification than that for which the position is budgeted.

Within-Grade Increase: A salary increase from one step within a salary grade to a higher step within the salary grade awarded on the basis of merit.

Worksite: The areas under the jurisdiction of the Detention Center.

ARTICLE 5 - MANAGEMENT RIGHTS

The City and the Association agree that management officials of the City possess the sole right to operate the City and that all management rights remain with these officials.

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations include:

(1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
(2) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to Paragraph (V) of Subsection 2 of NRS 288.150 and to Article 21 "Reductions in Force" of this contract.
(3) The right to determine:
    (a) Appropriate staffing levels and work performance standards except for safety considerations.
    (b) The content of the workday, including, without limitation, workload factors, except for safety considerations.
    (c) The quality and quantity of services to be offered to the public.
    (d) The means and methods of offering those services.
(4) Safety of the Public

Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency as defined in this paragraph as riot, military action, disaster, civil disorder, or matters of similar magnitude. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this Subsection shall not be construed as a failure to negotiate in good faith.

The City shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.

ARTICLE 6 - ASSOCIATION/MANAGEMENT COOPERATION

Section 1. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee covered by this Agreement in a manner that would violate any state or federal laws.

Section 2. Employee and Association Rights

(A)The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's position to the officials of the City shall not be grounds for any punitive action unless such presentation is done in an illegal or reprehensible manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.

(B) The Association will designate employees to serve as Association representatives and stewards. The Association shall notify the City, in writing, of these representatives. Each representative shall be allowed to serve in his/her capacity as a representative. Those duties being defined as:

1) The investigation of a bargaining unit member's grievance;
2) Representation of a member/grievant at any step of the grievance procedure; and,
3) Consultation with duly accredited representatives of the Association who are not employees of the City.

(C) The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties. Association representatives must check with a Lieutenant or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

(D) Whenever practical, all representatives shall notify their Shift Lieutenant or designee a minimum of 48 hours prior to the time they wish to conduct appropriate business. Representatives shall be relieved of duty with pay for the time requested unless operational demands preclude permission to leave the work location being granted or if they do not provide sufficient advance notice. The employee, as provided herein, shall not abuse use of representative time off with pay; and the supervisor or designee will not unreasonably withhold use of said time.

(E) The City shall have available, in an open and easily accessible place, copies of or computer access to all Civil Service Rules, Personnel Policies Manual, Department rules, regulations and policies that affect employees' employment with the City. At least seven (7) calendar days prior to the implementation, copies of proposed new or revised rules, regulations and policies shall be delivered to the Association. In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately.

(F) All the rights guaranteed under the Constitution and laws of the United States of America, the Constitution of the State of Nevada and the Nevada Revised Statutes, are applicable to the employees covered by this Agreement.

Section 3. Information Lists

The City shall provide the Association, on a monthly basis, the following information:

- New Hires within the Department by name, classification, and division.
- Alphabetical listing of Department employees by name, which will also show classification, and division of employee.
- Promotion, Separation, Transfer Lists - all employees by name, classification, and division. The list shall show the "from and to" classification in the case of promotions and the "from and to" department/division in the case of separations and transfers.
- A copy of the Underfill/Overfill report for current department employees that includes at least the employee's name, position title, and division.
- Open and Promotional Eligibility Lists for represented classifications.

All information furnished on the above outlined lists is for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the expressed written approval of the City.

In addition, the City shall provide the President of the Association complete annotated Civil Service Board agendas at the same time and in the same manner as it is provided to the Civil Service Board members.

Section 4. Rules and Regulations vs. Contract

The City and the Association agree that a number of documents govern the administration and compensation of City employees. In order of authority, they are:

1. The Nevada Revised Statutes;
2. The Charter of the City of Las Vegas;
3. The Collective Bargaining Agreements between City and its recognized bargaining units;
4. The City of Las Vegas Civil Service Rules;
5. The City of Las Vegas Personnel Policies Manual.

The City and the Association agree that in the event any inconsistencies arise between departmental rules and regulations and this Agreement, the Agreement controls.

The City and the Association further recognize that the matters covered by departmental rules and regulations include matters that are and are not subject to mandatory bargaining under the provisions of Nevada Revised Statutes, Chapter 288. The City and the Association also recognize that these rules and regulations are subject to change by the Department Head(s), provided that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

ARTICLE 7 - BULLETIN BOARDS & MEETING SPACE

Section 1. Bulletin Boards

It is the right of the Association to use the provided space on the bulletin boards for the posting of notices concerning Association business. The City will provide the Association with at least one bulletin board in a common area on the work site or work sites as agreed to by the parties.

The Association may also post notices onto the designated City computer site. Items that may be posted include meeting notices, election results, etc., but exclude any campaign related information/materials. The City agrees to maintain an e-mail group so that only members of the Association will receive notices, so as to not unduly disrupt the day to day operations of the City. The Association's access and use of the City of Las Vegas computer site will be performed in accordance with City policies.

Section 2. Meeting Space

The space for meetings that has been provided for the Association prior to this Agreement shall continue to be provided, when reasonable, during the length of this Agreement.

ARTICLE 8 – ASSOCIATION BUSINESS

Section 1. Association Membership

Membership shall be at the sole discretion of the employee. Non-members will be billed for, handling of grievances, arbitration and other legal matters incurred during the performance of their duties as a peace officer on duty. Non-members will also be responsible for reimbursement for litigation costs and attorneys fees directly incurred on their behalf. The Association will indemnify and hold the City harmless for any disputes or litigation arising out of this section of the Collective Bargaining Agreement.

Section 2. Association Officers

Any changes to the current officers or stewards representing employees under this Agreement shall be evidenced to the City in writing within ten (10) working days of the change.

Section 3. Association Leave Hours

For the purposes of representation of members within the bargaining unit, the Association shall be entitled to a reasonable and adequate number of Association officers and representatives. They shall restrict their activities to dealing with

grievances and other legitimate Association business and shall be allowed up to one thousand eight hundred (1,800) collective hours of administrative leave for this purpose. However, the City is under no obligation to pay Association officers for time spent conducting union business when they are not scheduled to work. Every effort shall be made to schedule grievance meetings and hearing during regular work hours.

This administrative leave may be used by Association officers or stewards for official union business as defined by the LVPOA, unless operational demands preclude granting permission (e.g., in some vases all board members may not be approved to attend training at the same time). Any employee approved for the use of administrative leave by the LVPOA must follow all the Standard Operating Procedures and Policies for properly requesting and executing all payroll and time and attendance records related to the use of administrative leave.

Section 4. Permission to Conduct Association Business

Association Officers must notify their supervisors of the need to leave their jobs to conduct Association business. Such time off will not be unreasonably withheld.

Section 5. Receiving Grievances

Association Officers may receive and discuss, but not solicit, complaints and grievances of employees on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association officers or the employees. Association officers and the employee or employees involved in a grievance, hearing or investigation may be granted time off for meetings with the approval of the department Chief or designee. Such meetings shall be set at a time mutually agreeable with the City and the Association.

Section 6. Negotiating Committee

Members of the Association Negotiating Committee shall be granted leave from duty, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Association team members shall be relieved of duty assignments, when reasonable, for the period of each negotiation session. With the employees' agreement, employees may be assigned to different shifts because of participation in the negotiations.

Section 7. Access to Briefings

The Association is entitled to address members of the bargaining unit at briefing sessions on issues relating to the administration and interpretation of this collective bargaining agreement, legislative and insurance issues. Access to briefing sessions will be by mutual agreement of the Association President and the Department Chief or designee.

ARTICLE 9 - COMPENSATION

Section 1. Wages

The City and the Association agree that the wages paid eligible employees shall be shown in the City of Las Vegas Peace Officers Association Salary Schedules. The parties have also agreed to the following increases as determined by an Arbitrator:

Effective July 01, 2019, eligible employees in Tier 2 will receive a Cost of Living Adjustment (COLA) of One and Seventy-five percent (1.75%).

Effective the first pay period following Council approval of this agreement, all employees covered by this agreement will receive a one-time lump sum payment equal to 3.56% of their annual salary (base pay and longevity, if applicable) as of July 01, 2019. The parties mutually understand and agree this one time lump sum payment is not eligible for PERS contribution.

Section 2. Step Increases

(A) Effective July 5, 2015, annual salary step increases for all eligible employees on the POB Salary Schedule (Tier 2) shall be 4% (4.0%), unless the last step is less than 4%. Annual salary step increases for all eligible employees on the PO Salary Schedule (Tier 1) shall remain at 5.5%.

Section 3. Longevity Pay

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (1/2 of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached for twenty (20) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees. Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

(B) Employees hired or rehired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service thereafter, each employee will receive an additional one-half of one percent (1/2 of 1%) until a maximum of ten percent (10%) has been reached. Longevity is not part of an employee's base salary but rather a separate pay category, paid bi-weekly.

(C) All employees hired on or after Jun 26, 2011 are not eligible for the longevity benefit.

Section 4. Acting Pay

Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade for a full shift or more shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary or the minimum rate of the salary

grade for the classification in which the employee is acting, whichever is greater for the duration of the assignment. Acting pay for periods in excess of thirty (30) continuous calendar days requires the written approval of the Director of Human Resources.

Section 5. Shift Differential Pay

Shift Differential is defined as the amount of compensation authorized to be paid to an employee in addition to a regular straight time hourly rate for working a complete regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 0500 hours or ends no later than 1900 hours. A regularly scheduled shift that exceeds these limits by twenty-five percent (25%) or more is entitled to shift differential pay computed at five percent (5%) of base pay plus longevity on a 12 hour shift configuration. An employee must be assigned to work a complete shift other than a day shift to be eligible for shift differential.

Should the department implement a 3-shift configuration; the shift differential pay will be as follows:

Days = 0% Swing = 4% Grave = 6%

Section 6. Field Training Officer Pay

All Field Training Officers and Field Training Managers as assigned by the department and performing FTO duties will receive 8% premium pay for the performance of these duties. Selection and assignment to the FTO position will be based upon established departmental procedures.

Section 7. Stand-By Time

Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours. Stand-by time shall be paid at a rate of thirty-five dollars ($35) per day on a normal work day worked and fifty dollars ($50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. During this time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by telephone, pager, or other electronic device provided by the City. No employee will receive stand-by pay while on annual leave, sick leave, or TILO.

ARTICLE 10 - CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. Issued Equipment

Upon successful completion of the Academy, the City shall issue to all employees the following basic uniform issue of:

- four (4) summer shirts (Short Sleeve)
- four (4) winter shirts (Long Sleeve)
- four (4) pairs of pants (Cargo Style)
- one (1) winter jacket
- one (1) tie
- one (1) pair of footwear
- required nylon gear

- one stab resistant vest (if requested by employee at conclusion of field training)

The City will also provide chemical agents and other weapons when required. There will be a reserve of chemical agents made available for which employees may exchange empty canisters for full canisters upon request. This reserve of chemical agent canisters will be stored in a method which allows it to be accessed and issued by any Sergeant on shift.

Section 2. Protective Vests

Each officer assigned to a weapons carrier assignment will be provided with a ballistic protective vest and weapon for the shift. The non-issued carrier vests (currently stored in intake locker) will be sent out for professional cleaning twice per year paid for by the department.

Section 3. Uniform Clothing Allowance

The City shall provide annual uniform and footwear maintenance and replacement allowance to all uniformed personnel as shown on the following chart. Employees shall be paid quarterly for the purposes of maintaining and replacing uniforms. Payments of $375.00 will be made on the second pay date of each quarter. Any uniform item damaged in the performance of work duties will be replaced by the City. Any uniform not damaged will be inspected no less than every three years to determine whether it should be replaced. New hires shall be paid the first quarter following their hire date.

Uniforms and equipment must be maintained in good condition and shall only be worn or used on official City business or as authorized by the City.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 1. Normal Work Period

The City and the Association agree that the normal paid bi-weekly working hours shall be eighty (80) hours including meal breaks.

Section 2. Meal Breaks

The City will provide a meal period of thirty (30) minutes for an 8 hour work shift; forty-five (45) minutes for a 10 hour work shift; and sixty (60) minutes for a 12 hour work shift.

Section 3. Shift Arrangement

The City reserves the right to alter or temporarily change the workweek, shift and/or hours of an employee to accommodate an employee's attendance at:

(1) Initial Orientations
(2) POST Academy
(3) In-House training
(4) Training provided out of the City or State

Whenever deviations from regular shift hours are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of fourteen (14) calendar days, unless the employee agrees to a shift deviation with a shorter notification period.

Section 4. Mutual Swaps

(A) Employees may be permitted to exchange hours of work with other employees in the same classification or level, performing the same type of duties in the same work area, provided:

(1) The employees give written notice to their supervisor(s), at least seven (7) calendar days in advance
(2) The supervisor(s) approves the exchange in writing; and
(3) The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime, shift differential), which they would not have otherwise received.

(B) Once approved, shift changes shall not be subjected to further review, except for operational needs.

(C) Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap because of illness or injury, he/she shall be required to provide a physician's return to duty statement.

(D) All swaps must be paid back within one hundred twenty (120) calendar days, not to be extended past the same bid year.

(E) Probationary employees shall not be allowed to exchange hours of work with other employees.

Section 5. Work Schedule Changes

If a change in work schedule is requested or required, the Association and the Chief shall meet to discuss the proposed change prior to implementation.

The City may discontinue a work schedule, if, in good faith, and after discussions with the Association, it is determined that the current schedule is not in the best interest of the City or the department. Any change to a work schedule requires an advance notice of a period of sixty (60) calendar days.

Under any work schedule, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.

Section 6. TILO

(A) Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO) rather than paid overtime. The purpose of TILO is to allow the employee to accumulate and to take TILO time in

conjunction with workload lows, rather than be paid at the overtime rates during workload peaks.

(B) To accumulate TILO time, employees may volunteer to accept time rather than overtime pay. This TILO time will be accumulated at a time and one-half (1 ½) rate for payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.

(C) To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence.

(D) TILO accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees in the same manner as vacation and sick leave hours are reported.

(E) No employees may have an accumulated balance of TILO time exceeding three hundred (340) hours at the end of any pay period. Sixty (60) hours of TILO may be sold back annually in accordance with the Annual Sellback Provisions identified in annual leave article of this agreement.

(F) Whenever an employee separates from City employment, any unused TILO will be paid at a straight time rate including longevity.

Section 7. Overtime

(A) Regular Overtime-Regular overtime pay is defined as additional compensation earned by an employee who is held over on a regularly scheduled shift. Supervisors may require that employees work overtime. Employees who work longer than their normal daily hours shall be paid overtime on a time and one-half (1 ½) hourly rate basis based on their hourly rate of pay at their normal weekly working hours, including longevity, if applicable, for all overtime work.

(B) Scheduled Overtime-If an employee is required by a supervisor, to return to duty after completing a normal shift or reports to work on a day in which a normal shift is not scheduled, the employee shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater at time and one-half (1 ½), and not subject to FLSA provisions in Section A. at time and one-half (1 ½) hourly rate basis, plus longevity, if applicable, for all overtime hours or any fraction thereof worked.

(C)Holiday Overtime–Holiday overtime is paid the same as scheduled overtime (one and one half times the employee's regular rate of pay. However, should an employee be frozen and held over beyond the normal scheduled shift hours on a designated holiday, that employee shall be paid at the rate of two and one half (2.5) times the employee's regular rate of pay for all hours they are frozen and required to work in excess of normal shift.

Section 8. Overtime Procedures

(A) Voluntary Overtime - In an effort to reduce mandatory overtime and in an attempt to provide equal opportunity for voluntary overtime, the City and the Association agree to use the following procedure:
1) Pre-scheduling should be accomplished whenever possible
2) Supervisors should canvas on-duty staff, whenever they become aware that overtime will be necessary for the on-coming shift
3) A system for voluntary overtime shall be established and utilized prior to implementing mandatory overtime.
4) An employee who is unable to report for scheduled overtime must notify the department at least one (1) hour prior to the start of their scheduled overtime shift.

(B) Involuntary (Mandated) Overtime ("Freezing") - Involuntary overtime will be assigned on a rotating basis as stated in departmental policy.

(C) Each shift will maintain a list of officers by seniority. Within the first two (2) hours of the shift, the next 5 officers up for "freezing" will be notified. When overtime is required and there are no volunteers, "freezing" will be implemented.

(D) Officers in special assignments may be included on the "Freeze" lists.

(E) No person will be required to work mandatory overtime the day prior to scheduled leave or in conjunction with RDOs.

(F) If an employee is required (mandated) to work beyond their scheduled shift for 15 minutes or more, they will be considered "frozen."

The department will make reasonable efforts to canvas on-duty employee volunteers prior to the implementation of this section of the Agreement.

Section 9. Call Back Pay

When required, the Department Head or designee may call back one or more members of the Department. For purposes of this paragraph, Call Back Pay is defined as compensation earned for returning to duty after an employee has completed his/her regular work shift, is off duty for any period of time, and then returns to duty with less than 12 hours' notice. When an employee is called back to work, the employee shall be paid overtime on a time and one-half (1½) rate basis. In addition, the employee will be paid no less than four (4) hours or the time actually worked if over the four (4) hour minimum. However, in the event the period of call back runs into an employee's normal work shift, said employee shall be paid time and one-half (1½) for only those hours worked outside of his/her normal work shift.

An employee who works less than four (4) hours on the initial call back and is then called back a second time during the initial call back period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed four (4) hours, in which case he/she shall be paid for the aggregate time worked. In the event

an employee is called back for a second time after the expiration of four (4) hours from the first call-back, he/she shall be paid for a minimum of four (4) hours for each call back except as provided in the previous paragraph.

ARTICLE 12 - HOLIDAYS

The City and the Association agree that the holidays shall be:

New Year's Eve
New Year's Day
Martin Luther King Holiday
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Family Day (Day after Thanksgiving)
Christmas Day

Any day that may be declared a national holiday by the President of the United States, or any day that may be declared a holiday by the Governor of the State of Nevada or the Mayor of the City of Las Vegas, unless the City is exempted from closings its operations to observe the holiday under State law.

All holidays shall be observed as dictated in NRS 236.015.

Employees wishing to have a holiday off who are normally scheduled to work, may request time off by submitting a leave request. This procedure includes special assignments. A special assignment post does not guarantee the day off.

Employees who are scheduled to work on a holiday and who are relieved of duty after reporting for duty on the holiday shall continue to receive holiday pay for the balance of their shift. No employee will be forced not to work the holiday to avoid overtime payment, excluding special assignments.

Section 1. Holiday Pay

All full-time employees shall receive holiday pay, and such time shall be computed as regular workday. In addition to straight time pay, any such employee shall be compensated at one and one-half the regular rate of pay for all hours worked on the holiday, except as provided in Article 11, Section 7(C).

In order to receive holiday pay, the employee must be in paid status for the entire work shift preceding and following the holiday.

Holidays that fall on an employee's regular day off, annual vacation or sick day, shall receive holiday compensation in cash for the holiday(s) straight time. Employees may convert their regular Holiday straight-time pay to annual leave. Employees may volunteer to accumulate TILO equivalent to the paid overtime rather than be paid for the holidays.

PERS will be paid for all hours worked when a state recognized holiday falls on a normal workday. If an employee works on a holiday that is not their regular workday, PERS is not paid (per NRS).

ARTICLE 13 - ANNUAL LEAVE

Section 1. Purpose

The City and the Association agree that annual leave is provided to employee for the purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions herewith shall be chargeable to annual leave to the extent it has been accrued or advanced.

Section 2. Accrual

Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue from the date of duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

(A) Three and eight hundredths (3.08) hours bi-weekly for the first year.
(B) Four and sixty-two hundredths (4.62) hours bi-weekly for the second through the tenth year.
(C) Six and ninety-two hundredths (6.92) hours bi-weekly for years eleven through fifteen.
(D) Seven and seven tenths (7.70) hours bi-weekly for each year thereafter.

Section 3. Accumulation

Annual leave may be accumulated up to a maximum of two (2) times their annual accrual for those who have attained Peace Officer status prior to July 1, 2013. Those employees hired on or after July 1, 2013, or who attained Peace Officer status on or after July 1, 2013 will accrue a maximum of 250 hours. During the calendar year, any annual leave that exceeds the allowed maximum shall be forfeited at the end of the last pay period of the calendar year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary plus longevity for all vacation hours they are required to forfeit at the end of the calendar year.

Section 4. Payout

Employees with more than six (6) months service who are separated from the City's employment are entitled to payment for unused annual leave not previously forfeited.

In the case of death of an employee during his tenure with the City, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries as specified in their personnel records, or if no designated beneficiary, to the employee's estate.

Section 5. Applications for Leave

Application for annual leave must be approved in advance of taking leave and shall be scheduled annually on a seniority basis. For the procedures on applying for Annual leave, refer to Article 18 Seniority; Section 2. Use of Seniority. The Departmental vacation scheduling procedures and unresolved conflicts shall be referred to the Labor/Management Committee. Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

Section 6. Advanced Leave

Upon approval by the City Manager via Department chain of command, an employee may be advanced annual leave.

An employee who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave; either by deduction from any amount owed him by the City or by cash refund.

Section 7. Annual Sellback

Employees who have been employed in the classified service for a minimum of eighteen (18) months may elect to exchange up to eighty (80) hours of annual leave for up to eighty (80) hours pay, subject to the following conditions:

1. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
2. Exchange privileges apply only to accrued annual leave.
3. Employees must have been in the classified service for a minimum of eighteen (18) months.

ARTICLE 14 - SICK LEAVE

Section 1. Earning & Use of Sick Leave

The City and the Association agree that all full-time employees shall accrue four (4.00) hours of sick leave bi-weekly. Employees who are in a non-pay status for a part of a pay period shall have their sick leave accumulation reduced on a prorated basis. Employees shall be paid their current hourly rate plus longevity, if applicable, for each hour of sick leave used.

Sick leave with pay may be used by employees who are:

(A) Illness or Injury. Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or

(B) Immediate Family Care. Required to absent themselves from work to personally care for a member of their immediate family as defined in Article 4, in those medical emergencies, which require the employee's prompt attention. Immediate Family Care leave shall be taken as sick leave; such cases require approval of the Department Head. Such leave, typically, is limited to a maximum of five (5) work shifts per year.

(C) Doctor Appointment: Required to take time off from work for the purpose of keeping a personal medical appointment. Such leave shall be limited to a maximum of 4 hours for any one appointment. The initial request and any subsequent request for

additional time must be submitted to and approved within 72 hours of the appointment. Such leave shall not be the sole factor in determining patterns of excessive use or abuse of sick leave for disciplinary purposes. Employees should make every effort to schedule appointments before or after work hours.

(D) FMLA-Any leave covered by the Family Medical and Leave Act as referred to in Article 15, Section 4 of this agreement.

An employee incapacitated beyond the period covered by sick leave may be granted accrued annual leave, TILO, or leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted. In this case of sick leave depletion, annual leave or TILO shall be used in place of sick leave.

Section 2. Reporting Requirements

(A) Employees who become ill prior to the start of the workday shall call in 2 hours before the beginning of their shift when using sick leave, unless incapacitated.

(B) Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:
(1) Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a use of sick leave as outlined above and in the timecard policy.
(2) Certificate of Recovery and Fitness: If an employee is requested to do so by the Department Head, or his designee, a Certificate of Recovery and fitness shall be submitted by the employee upon return to work from any illness that required the use of sick leave for four (4) or more consecutive scheduled working days. Such certification shall be signed by a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 and shall state that the employee is capable of returning to work. The Department Head or his designee may require that an employee submit a Certificate of Recovery and Fitness because of excessive use of sick leave, not covered by FMLA. The employee will be notified in writing in advance when a Certificate of Recovery will be required. No such certificate of Recovery and Fitness shall be required contrary to the provisions and regulations of the Family and Medical Leave Act (FMLA) as amended 2009 and Health Insurance Portability and Accountability Act of 1996, as amended ("HIPPA" HIPAA), 29 USC Sec. 1181 et seq.

(C) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or a facility purchasing medications. Employees on extended sick leave are responsible for notifying the Department Head of their primary location and of their expected date of return to work. Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

Representatives of the department will not conduct residence checks of any kind, unless an employee is a no-call, no-show or the Department has probable cause to believe that an abuse of sick leave as defined in this agreement is occurring, in which event the Department shall provide to the investigated employee and the Association a written statement setting forth the facts providing reasonable, probably cause for the residence check. This statement shall be provided to the employee and the Association within twenty-four hours of the residence check. This residence check shall be conducted only by Administrative Officer of the Day within the Department.

Employees shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave may be considered evidence of abuse of sick leave and is subject to discipline up to and including termination. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

(D) To allow the parties the flexibility to apply progressive discipline to employees who are using sick leave in a manner that has a negative impact on other employees and operations, the parties agreed that, as a general rule, any person who uses more sick leave days per year than what he/she accrues is excessive. It is understood that the leave accrual usage comparison is not a specific standard, but merely a guideline for supervisors when assessing circumstances surrounding the absences of employees. Supervisors will be required to look at historical attendance and patterns of use in their performance counseling of the individuals. As a standard concession, the use of sick leave for funeral attendance, a scheduled medical appointment or the care of immediate family members (as described in Article 14, Section 1(b)) shall not be included in the Supervisors counseling as a negative impact, unless abuse can be proven. For the purpose of an extended illness or injury, the FMLA standard will apply. Discipline will not be applied for legitimate absences substantiated by a Physician's Certificate from a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 for extended illnesses or injuries.

Section 3. Payoff of Sick Leave

(A) Any employee hired prior to July 1, 1991 with less than twenty years continuous service, upon separation for any reason, sick leave hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of fifty percent (50%) of the accrued sick leave hours. Any employee hired prior to July 1, 1991 with twenty years of continuous service, upon separate for any reason, sick leave and hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of one hundred percent (100%) of the accrued sick leave hours up to a maximum accrual of 1,000 hours.

(B) For the purpose of calculating payment of sick leave hours, employees hired on or after July 1, 1991, through June 26, 2011, will have a cap of 840 hours. Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a

maximum payment for 420 hours, upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: one-half (1/2) of the employee's accumulated sick leave hours, up to a maximum accrual of 840 hours, and paid at the employee's hourly rate including longevity and shift differential (if applicable) at the time of separation. Employees hired after June 26, 2011 shall have a maximum accrual of 600 hours. However, employees shall receive payment for one-half the amount of unused sick leave accrued, up to maximum payment for 210 hours, upon separation, after ten (10) years of continuous full-time service. Employees will be paid at the employee's hourly rate including shift differential (if applicable) at the time of separation.

(C) On the first payday of December of each year, the City shall "buy back" one-half (1/2) of all sick leave hours accrued above the 840 hour maximum payoff limit, during that calendar year by said employees. The one-half (1/2) sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours. Employees hired after June 26, 2011 shall have a maximum accrual (hard cap) of 420 hours. No additional sick leave hours will be accrued beyond 420 hours and there will be no annual "buy back".

(D) Employees hired on or after July 1, 1991 shall receive payment for 100% of the accrued sick leave up to maximum of 840 hours upon separation after 20 years of continuous employment with the City. Employees hired after June 26, 2011 shall receive payment for 100% of accrued sick leave up to maximum of 420 hours upon separation after 20 years of continuous employment with the City.

(E) In the case of death or medical retirement under the PERS system of an employee during his tenure with the City, the employees unused sick leave shall be computed based upon the above provisions and paid to the employee or the employee's designated beneficiaries as specified in their personnel records or, if no designated beneficiary, to the employee's estate.

Section 4. Sick Leave Bonus

Employees will be awarded a sick leave bonus of $2,500.00 annually for perfect attendance in a fiscal year (7/1 – 6/30). The only exception that does not count against perfect attendance is approved bereavement. FMLA and workers' compensation will be a disqualifier for attendance bonus contest purposes.

Section 5. Bereavement Leave

(A) The department shall authorize any accrued leave for bereavement purposes due to the death of an employee's parent/step-parent, current spouse, child, grandchild, grandparent, brother/sister, current mother/father-in-law, foster parent, guardian, current daughter/son-in-law, current sister/brother-in-law, stepchild, adopted child or current significant other. "Significant other" means a person the employee presently lives with that he/she considers a mate.

(B) Such absence for bereavement leave with pay shall be limited to not more than five (5) workdays per occurrence. In the event the employee requires additional time, they must receive approval in advance from their Director or designee.

ARTICLE 15 - OTHER LEAVE

Section 1. Application and Examination Leave

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional transfer opportunities with the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for promotional or transfer opportunity.

Section 2. Blood Donors Leave

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive special need. In no event shall an employee be eligible for overtime as a result of donating blood.

Section 3. Catastrophic Leave

(A) When an eligible employee suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leave as a result of the illness/injury, the eligible employee may file a request for donations of leave with the Association.

(B) Catastrophic Leave requests must be accompanied by a medical statement from the attending physician explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.

(C) A committee appointed by the Association Board will review the request to verify the employee's eligibility to receive donations.

(D) The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for 14 calendar days per request and all donations will be submitted to the Association on a form provided by the Association.

(E) Donations can be made from the donor's compensable sick leave, TILO time, bonus hours and annual leave.

(F) The minimum donation is four (4) hours; the maximum donation is forty (40) hours. Employees must have a cumulative leave balance of at least forty (40) hours after the donation.

(G) The Association will forward donations to the City Payroll office, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be

converted to sick leave at the hourly rate of the recipient.

(H) Bank hours, if any, may be approved by the committee on a matching basis, if needed, (i.e., a solicitation for an approved employee nets 100 hours - after 100 hours are used, the committee may approve up to another 100 hours from the bank, if hours are available).

(I) Eligible employees:
a. The Catastrophic Leave Program is available to all Association bargaining unit members.
b. Employees must meet the following definition of catastrophic illness/injury:
"Catastrophic illness/injury is an illness or accident that keeps an employee from performing duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted."
c. Employees who are receiving worker's compensation benefits are not eligible for the Catastrophic Leave Program.
d. Personnel who have been released to a light duty status by a medical physician and refuse a light duty assignment will not be eligible for Catastrophic Leave.

Section 4. Family and Medical Leave Act

Employees who have worked for at least 12 months, and for at least 1,250 hours during the previous 12 months, are eligible for 12 work weeks of paid or unpaid leave during a 12 month period for the purpose of caring for oneself or a family member inflicted with a serious health condition, lasting longer than three (3) days, which requires either in-patient care or continuing treatment by a health care provider. An eligible employee can take up to twelve (12) weeks of leave under this policy in a twelve month period starting on the first day of leave is used. Employees are required to give thirty (30) days advance notice for such leave if the need for leave is foreseeable based on planned medical treatment. All legal requirements of Family & Medical Leave Act, as amended in 2009 apply to this Article.

Section 5. Jury Duty or Court Witness

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding during regular working hours shall receive their regular City pay, less any jury or witness pay. Employees who are subpoenaed to appear as a witness to testify other than during normal work hours shall be entitled to call-back pay as specified under Article 11, Section 9. Employees who are called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty. Those persons who re-called as witnesses shall report back to work when excused by the court or tribunal. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in a civil proceeding unrelated to City business.

Section 6. Leave of Absence or Leave without Pay

Leave without pay may be granted to employees for purposes normally covered by sick or annual leave only when such paid leave has been exhausted, or for other justifiable reasons approved by the Chief (or designee.)

Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes of completion of probation, merit increases, seniority, or longevity, annual leave, or sick leave. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.

Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of completion of probation and/or salary increases.

Section 7. Childbearing/Employee Bonding Leave

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. This leave runs concurrently with any available FMLA leave the employee may have. Employees are eligible for this leave for a period up to 12 months after the birth or placement of a child. Employees are required to give thirty (30) days advance notice, if possible, for such leave. Additional maternity/paternity or adoption leave may be awarded only upon written authorization of the City Manager. Employees may use any accrued leave for maternity/paternity or adoption purposes. Use of sick leave for these purposes shall be excluded from disciplinary action.

An employee, upon becoming aware of her pregnancy, shall obtain a statement from her physician confirming the pregnancy. After the initial statement has been presented to the employee's supervisor, the Department will allow the employee to continue working and assign the employee to a modified duty position that will not be injurious to her health or the health of the expected child. Commencing with the sixth month of pregnancy the employee shall present a statement monthly from the physician stating the employee may be permitted to continue working. Employees complying with these provisions shall be entitled to work as long as they continue to present such monthly statements within five days of the due date. If the employee fails to present any required monthly statement within five days of the date due, the Department Chief may place her on maternity leave.

Section 8. Military Leave

An employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training as outlined in the provision of NRS 281.145, shall be granted a maximum of thirty (30) shifts of leave and pay, or in accordance NRS 281.145, whichever is greater.

Any employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall be granted leave and pay as prescribed by Federal Law.

At the beginning of each calendar year or after a change in shift or status, the employee will provide their immediate supervisor with documentation establishing reserve status and unit assignment. Such documentation shall include the name and phone number of the reservist's commanding officer or designee as a contact point. The employee will provide an annual training schedule, or orders in case of activity duty, by the first scheduled work day after such documentation becomes available to the employee. These documents are to be maintained in the employee's department file.

The employee will provide an Application for Leave form, to their immediate supervisor two weeks prior to their scheduled military leave, when possible. The approved leave slip will serve as full documentation for Payroll purposes.

When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

The employees shall be entitled to retain any Armed Services pay earned during the training duty.

If an employee has an approved scheduled vacation leave, that leave will not be canceled because another employee has been granted military leave.

Employees may utilize vacation or TILO leave in lieu of leave without pay for military leave. Use of these leaves for this purpose shall not be controlled by other policies, procedures or rules that affect leaves.

If an employee submits a request for Annual Leave of one (1) day or more, that leave will not be denied solely because another employee has been granted military leave.

ARTICLE 16 - MEDICAL BENEFITS AND LIFE INSURANCE

Section 1. Life

The City shall provide twenty thousand dollars ($20,000.00) life insurance protection with double indemnity for the accidental death of a member of the bargaining unit.

Section 2. Medical Benefits

(A) It is recognized, that employees covered by this agreement will continue to be covered for hospitalization, health, medical, dental and vision as set forth in the "Teamsters Security Fund for Southern Nevada, Local 14" established by an agreement and Declaration of Trust dated October 1, 2014. (TRUST") Additional benefits include

Employee Assistance (EAP) and Life Insurance. The City and the Union agree that the City will pay the amount set forth below, per covered employee per month:

July 1, 2019 through June 30, 2020:	$1050.00
July 1, 2020 through June 30, 2021:	$1050.00
July 1, 2021 through July 30, 2022:	$1090.00

For the periods July 1, 2017 through June 30, 2018 and July 1, 2018 through June 30, 2019 the maximum contribution per employee per month under this Article was $1100. The amounts set forth above reflect a reduction in the amounts to be paid by the CITY over the course of this agreement.

SB 241 was passed by the Nevada State Legislature in 2015, and later codified as NRS 288.225. It required in part that an association would reimburse a local government employer for all association hours used to conduct union business by payment, reimbursement or offset by the value of concessions made by the employee organization in the negotiation of an agreement with the local government employer. Article 8, Section 3, of the prior Collective Bargaining Agreement in place between the parties was entered into in accordance with SB 241. The parties have been involved in a multitude of disagreements over the reimbursements due under Article 8, Section 3 of that CBA. The reduction of existing contribution rates the City is obligated to pay for benefits for the term of this CBA, as reflected in this Article is intended to reflect a full compromise and settlement of all outstanding disagreements or disputes over reimbursement payments due under Article 8 Section 3 of the prior CBA. Both parties acknowledge not only the instant dispute(s), but also proposed or pending legislation, which may affect their existing/or prospective dispute(s) and litigation, if

such are continued, and expressly agree the contribution reduction for the term of this CBA is a good faith effort to avoid uncertainty and to resolve any disputes the parties have concerning their differences on the intent and meaning of NRS 288.225. The parties are hereby agreeing to the course of conduct for the term of this Agreement, notwithstanding any future changes to NRS 288.225, and understand the course of conduct to be viewed as a global resolution of all issues of payments required by to be made to the City by the association as well as any issues regarding claimed reimbursements of payments previously made by the Association. The parties agree they will execute any and all documents necessary to dismiss all pending actions and waive any potential actions concerning interpretation over Article 8, Section 3 of the prior Collective Bargaining Agreement

(B) Effective July 1, 2019, employees of the collective bargaining unit will be covered by the Teamsters' medical, dental and vision benefit plan.

(C) Employees will be responsible for the costs of Teamster coverage to the extent the amount per employee exceed the maximum contribution specified in Section 2(A) to be paid by the City. The City agrees to offer said deductions on a pre-tax basis per the provisions of Section 125 of the Internal Revenue Service Code, and the Association agrees to provide the City with adequate notice (minimum 45 calendar days) of those employees who will be subject said deduction.

(D) Employees will be responsible for the monthly Affiliation Fee per employee charged by the Teamsters from their proposal. Upon enrollment into the Teamster's plan and on the first of each and every month thereafter, every employee within the bargaining unit shall have deducted from his/her paycheck the amount to cover the monthly Affiliation Fee plus such additional amounts, if any to cover the employee's contribution of the Teamster plan should costs of the plan exceed the maximum required to be paid by the City.

(E) If the City establishes an employees' retirement health savings_plan for any City employee, the City and the Association shall meet and confer to discuss participation of employees in this bargaining unit in the plan.

ARTICLE 17 – DISABILITY

Section 1. Covered Employees

The City and the Association agree that all eligible members shall be covered by provisions of an appropriate Workers' Compensation Insurance Program, that may be self-insured or State Insured.

Section 2. Accidents or Injury

Should an employee suffer a service-incurred disabling accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then and in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Worker's Compensation Program and the employee's then present gross salary excluding overtime, for a period of two hundred forty (240) hours from the first day of absence due to illness or injury. In the event there exists a reason to believe an employee is abusing his/her rights under this provision, the employer may disallow the "equal payment" benefit. The City Manager must review all requests for continuance of maintenance of income beyond two hundred forty (240) hours and approve or disapprove in writing.

Section 3. Procedures

Before the City grants these benefits, the employee shall comply with reasonable administrative procedures established by the City. The City may also request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee make himself available for light duty work as soon as possible after release by a qualified physician, which may be either City or employee appointed.

An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave for the period of full income maintenance.

Section 4. Long Term Disability Insurance

The City agrees to provide to all employees covered by this agreement long term disability insurance benefits for the off the job injury equivalent to benefits under Social Security Disability Income or the present or any replacement disability insurance policy issued to cover employees of the City of Las Vegas to the full extent of benefits currently provided whichever offers the greater benefits

ARTICLE 18 - SENIORITY

Section 1. Seniority List

(A) City seniority shall be defined as an employee's length of active continuous service with the City. Classification seniority for Sergeants means the length of service in a classification. Classification seniority for Corrections Officers shall be based upon service date. Employees in classifications that have been re-titled or reclassified shall retain all seniority through any such changes. Employees who are promoted from one

classification to a higher classification(s), within the bargaining unit and subsequently return to the former classification shall be credited with all time spent in the higher classification(s) for their classification seniority. Employees who return to classified service as a result of a reduction in force will be credited 100% toward classification seniority of the time spent in the appointive rank.

For movement from Lieutenant to a Sergeant and/or an Officer rank for any reason other than a reduction in force:

- Employees who return to the Sergeant rank within the first twenty-four (24) months will be credited 100% toward classification seniority of the time spent in the higher level rank.
- Employees who return to the Sergeant rank after twenty-four (24) months will be credited 50% toward classification seniority of the time spent in the higher level rank.

Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty-day (30) day duration. Except for military leave, FMLA and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority.

(B) By the first week in August, the City shall provide the Association with a current seniority list for each classification, showing the service date and date of last promotion to present classification of the employees covered by this contract. The seniority lists shall be posted on the Association bulletin board for each division by the Association.

C) For purposes of promotion, seniority shall be determined by:
a. Length of time in classification; if tie, then
b. Department service date; if tie, then
c. City hire date; if tie, then
d. Human Resources time stamp
e. Any further ties or disputes will be determined by a one-time lottery

If no one protests the seniority shown on their behalf within 30 days of such posting, each classification seniority list shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority listing.

Section 2. Use of Seniority

(A) In scheduling annual leave, Regular Days Off and shift preference, the Corrections Officers shall be treated as one classification with seniority determined based upon department service date, subject to availability as determined by the Department Chief. Sergeants will bid for annual leave, regular days off and shift preference based on classification seniority.

(B) Beginning the second week of September, all employees will bid for shift assignments and regular days off. All bidding will be accomplished by the end of the

second week of October. Transfers will take place after the first full pay period in January.
As vacancies occur throughout the year, notice will be given to all employees within 30 days after the vacancy has been created, allowing persons to bid for the vacancy. The position will be posted for review for 14 days. After the review period the position(s) will be open for bidding for a period of 14 days. The senior person submitting a bid shall be approved to fill the vacancy. The secondary vacancy created by the switch will not be subject to the bid process and will be filled by the new hire.
Officers may only secure one change of shift per bid year.

C) By the first week of November, officers will be allowed to make their "first pick" for annual leave. Employees must submit annual leave requests to secure their seniority rights. A maximum of four (4) weeks will be allowed.
The first picks will be completed no later than 14 days prior to the annual shift change. Any subsequent requests for annual leave must be submitted within the next 45 days, which is known as the "45 Day Rule."
One second pick will be allowed beyond the 45 day rule after everyone has made his or her "first pick" selection. A maximum of four (4) weeks will be allowed. The second pick can be submitted any time throughout the year, after all first picks are complete. All applications for annual leave will be responded to within ninety-six (96) hours of submission.
Seniority will prevail when another employee has requested leave for the same period of time on the same request date.

ARTICLE 19 - SPECIAL ASSIGNMENTS

Section 1. Definition

Under current operating conditions, the following assignments are deemed "special assignments":

a. Classification (Sergeant);
b. Classification Officers;
c. Fire Safety Officer;
d. Gang Investigator;
e. Operations Sergeant;
f. Property Officer;
g. Training Sergeant (non-rotational);
h. Training Officers (5 years)*;
i. Professional Standards Officer (5 years);
j. Internal Affairs Investigator/Sergeant (non-rotational) and;
k. Other assignments as discussed and agreed upon by the parties.*

*If parties cannot agree, disputes arising from such disagreements will be referred to the City Manager's Office designee for resolution. The decision of the City Manager's Office designee will be binding and not subject to the grievance and arbitration procedure except for safety considerations.

***g and h (above) cannot be on the same rotation plan*

Section 2. Duration-Special Assignments

All rotational special assignments shall be posted for application by August 1st of each year and all assignments are to be made within thirty (30) days of posting. All rotational special assignments shall be posted and applied for annually. Any officer selected for a rotational special assignment must commit to a minimum of one (1) year in the assignment. The length of rotational assignment shall not exceed three (3) or five (5) years, unless no other officer meeting the minimum qualifications for the assignment applies for the assignment after the incumbent's third year, or as specified above. Upon completion of the special assignment, twelve months will elapse between another special assignment except non-rotational positions, and in the event of special circumstances as discussed and agreed upon by the parties. An officer may apply for a different special assignment upon completion of current rotation. Minimum qualifications to apply for a special assignment shall include serving as a Corrections Officer in the Department for no less than three (3) years except a special assignment requiring the rank of Sergeant shall include, as a minimum qualification, the applicant has passed his/her probationary period and has been confirmed as a Sergeant prior to applying. Selection criteria shall also include departmental standards as set forth in departmental policy. Upon initial placement into special assignment, the selected employee will be provided two (2) shirts and two (2) pants.

Section 3. Temporary Assignments

Any assignment that lasts longer than 48 (forty-eight) months shall be subject to reclassification to a Special Assignment. When a temporary position is classified as a Special Assignment, it will be subject to all the provisions of Section 2 above at the beginning of the pay period following the reclassification as a Special Assignment. When a temporary position is reclassified as a Special Assignment, the parties will meet and confer regarding replacement staffing.

In the event the temporary assignment becomes a special assignment under this section, the parties shall meet to negotiate the length of the special assignment. After the length of assignment is agreed upon, the Chief may appoint the incumbent to said special assignment for a period not to exceed the agreed upon length of assignment.

ARTICLE 20 – RETIREMENT

(A)The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system.

(B) Any increase to the Public Employees Retirement System contribution rate above the current rate will be shared by the City and the employee, each paying 50% of the increase; employee paying through salary reduction and the City paying the other half.

ARTICLE 21 - REDUCTION IN FORCE

Section 1. Notice to Association

(A) Whenever it is determined that a lay-off of employees may occur because of lack of work or funds, the City shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the Association President at least sixty (60) calendar days prior to the effective date of notification to employees.

(B) Whenever it is determined that a lay-off of employees shall occur, the City agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

Section 2. Provisions

(A)The City and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this contract shall be as hereinafter prescribed. When City funded positions of indefinite duration, and which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions after all part-time temporary and probationary employees within the classification have been separated from City service.

(1) Competition for retention shall be by classification within the department.
(2) Further, priority for retention shall be based upon seniority of service within the classification within the given department.
(3) The order of reduction in force within a classification shall be

(a) Temporary
(b) Probationary Employees
(c) Part-Time Employees
(d) Regular employees in the reverse order of their seniority. In the case of a tie within classification seniority, the employee with the least city employment seniority shall be released first.

(4) All personnel who are affected by reduction in force shall have the right to elect a reduction in classification to a lower classification in the same department that they are qualified to fill through previous service in that classification.
(5) An employee shall not be separated before the employee has been made a reasonable offer of reassignment, if such offer is possible in the determination of the City.
(6) As a result of the application of this reduction in force procedure, the City may cause the reassignment, transfer, reduction in classification, or any combination thereof, or the separation of an employee.
(7) Any employee reduced in classification or terminated under this Article shall have his name placed on the city's reduction-in-force list for a period of twelve (12) months. Employees accepting reassignment or a reduction in classification and shall remain on the reduction -in-force list for their previous classification and shall be reinstated in accordance with their seniority. Previous employees shall be notified once by first class mail and by certified mail, return receipt requested, at their last known address, and must

respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment on date specified in the offer, or they shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the City may proceed to fill the position.
(8) Separation under this rule shall require at least sixty (60) days' notice to the employee, or payment in lieu of notice, of an equivalent amount of salary by the City. Employees reduced out of the workforce through "outsourcing" shall receive sixty (60) days' notice and three (3) months' severance pay.

(B) The City may consider offering an early retirement incentive to all employees prior to implementing any reduction in force.

(C)Temporary employees appointed to the classification covered under this Agreement on a temporary basis in a City funded position of limited duration may be terminated prior to the stated expiration date of the position or upon completion of the assigned work or in the best interests of the City.

(D)Employees who are rehired after an involuntary layoff shall be reinstated with all benefits for which they were not paid at the time of their separation and their service date will be adjusted in compliance with Civil Service Rules. Therefore, for the purposes of longevity, sick leave, annual leave and other service time related benefits; rehired employees will start securing these benefits at the same rate as when they left City employment.

(E) The City and the Association agree that there shall be no employee furloughs until the City has discussed with the Association the furlough procedures to be implemented.

(F) Employees rehired under the provision of this article will be required to submit to and pass a background investigation and entrance physical examination.

ARTICLE 22 - RE-EMPLOYMENT

Employees who resign in good standing from employment may request in writing, within two (2) years after such resignation, that their name be placed upon a rehire list of the classification held upon resignation.

1. Requests shall be submitted to the Human Resources Director, and the Department Head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.
2. The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with the individuals from both lists.
3. Individuals placed on the rehire list will remain on that list for a maximum for one (1) year.
4. Upon rehire, employees will have their salary set at the closest salary grade and step

as existed at the time of separation. Department seniority shall be reinstated to same level as of the time of prior separation and the employee shall serve a probationary period of a minimum of six (6) months and up to a maximum of twelve (12) months. Rehired employees may request removal from probationary status after six (6) months of successful performance. The request must be in writing and directed to the Chief. Removal from probationary status prior to the twelve month period will be at the discretion of the Chief.

5. Individuals rehired will be subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resource Department.

ARTICLE 23 - OUTSIDE EMPLOYMENT

(A) Employees will notify the City of an "outside" employment on an appropriate and reasonable City form. All legal employment shall be approved unless the City can show just and reasonable cause for the denial of the employment (e.g. conflict of interest). The response shall not be delayed for more than thirty (30) calendar days from date of receipt.

(B) Any "outside" employment shall not exceed an average of twenty-four (24) hours per week over any three (3) month period.

(C) Outside employment shall not create a conflict of interest with City or Departmental business and will be considered secondary employment in all instances.

ARTICLE 24 - LABOR MANAGEMENT MEETINGS

(A) A joint Labor-Management Committee shall meet at set times which are to be determined between the President of the Association and the Chief (or designee) at the beginning of each fiscal year in order to supplement the collective bargaining process. These times can be changed upon mutual agreement between the parties.
The purpose of such meetings may be to:

- Discuss the administration of the Agreement;
- Notify the Association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association; including but not limited to changes in posts;
- Disseminate general information of interest to the parties; and
- Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interests to their members.

(B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meeting of the Labor-Management committee which shall be composed of not more than five (5) representatives of the City and five (5) representatives of the Association. The process shall serve to study

issues of mutual interest, including, but not limited to safety and health of employees. Performance evaluations and staffing issues to be discussed in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that the City and the Association must mutually agree to any modification of this Agreement reached through this procedure in writing.

(C) The Association shall designate a representative to serve as liaison with the Chief or designee, for the purpose of selecting agenda items and organizing meetings. Each party agrees to a reasonable notice to the other party to cancel a meeting. The Association's representative will prepare the Agenda(s) for each meeting and the City's representative.

(D) Minutes of the Labor-Management Committee meetings shall be prepared by the Department Director, or designee, and shall be reviewed and approved by the Association's representative by both parties' signatures. The minutes shall expressly state each issue or topic discussed during the meeting, the positions of the City and the Association with respect to each issue and the decision reached. Copies of approved minutes will be available for the Association to pick up and are distributed within two weeks of each meeting.

(E) By virtue of agreeing to the provisions of this Article, neither party shall waive any rights under the Nevada Revised Statutes.

ARTICLE 25 - DISCIPLINARY ACTION

Section 1. Grounds for Disciplinary Action

The City shall adhere to NRS 289, Peace Officers Bill of Rights when initiating discipline under this Article. The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The city shall follow the disciplinary procedures set forth below in enforcing any discipline.

An employee shall be notified in writing of any possible disciplinary action within thirty (30) days of the incident-giving rise to the possible discipline, or within thirty (30) days of when the City discovers or reasonably should have discovered the facts supporting possible discipline. Except as otherwise noted in this paragraph, no disciplinary action shall be taken on incidents occurring six (6) months prior to the administration of disciplinary action.

Internal investigations will normally be completed within 60 days of complaint unless an extension is approved by the Chief or designee. Complainants will be informed of the status of the investigation at least every 30 days and/or if a case extension is granted.

The City shall make a determination of the level of disciplinary action meted out no later than thirty (30) days from the date of the first disciplinary meeting. The two thirty (30) day limitation periods and the six (6) month limitation period do not include vacation leave or any other leave taken by the employee.

An employee may appeal any written reprimand, demotion, suspension or other form of discipline through the grievance procedure of this contract, which shall be exclusive

remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through Step 3 - City Manager level of grievance procedure.
LVPOA representation shall be allowed at every level of discipline. Nothing in this paragraph shall be interpreted as prohibiting the application of progressive discipline as set forth in paragraph (B) based upon prior disciplinary action being taken against any employee.

Section 2. Progressive Disciplinary Action
The City and the Association recognize the principle of progressive discipline as the form of discipline to be used by the City. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning. Discipline steps may be skipped, depending on the severity of the offense. Nonetheless, skipping steps in the discipline process shall be the exception of the general rule requiring following progressive discipline.

Section 3. Progressive Discipline Steps - The usual progressive discipline steps are:
A. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisorwhich puts an employee on notice that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. The intent is for the supervisor to give the employee a clear notice that the specific behavior or performance should be corrected. Oral reprimands are to be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. Oral reprimands are valid for a period of up to nine (9) months.

B. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Supervisor shall document the violation and corrective action as identified in 1 above, on an Employee Interview form. The employee who is the subject of the disciplinary action will be allowed to read the Employee Interview form, may make any comments desired, and will then sign the form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. However, the failure of the employee to respond or deny the charges on the form shall not be interpreted as a waiver of any of the employee's rights under the agreement or as an admission that the allegations are true.

C. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Documentation is done on an Employee Interview form, as described in paragraph 2, above. Suspensions in excess of 40 hours must have the approval of the City Manager or designee.

D. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or reoccurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written reprimand or suspension. Examples are:

a. Reduction in Classification - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step should be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held.
b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step for, a maximum of thirteen (13) pay periods, or withheld.

E. Termination - Termination is the final step of the progressive disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is a very serious nature as so to warrant immediate separation from employment.

Section 4. Records

Investigations of allegations, which do not result in a corrective or disciplinary action, shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the retraction of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.

Employee's permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee.

Section 5. Disciplinary Meetings

Disciplinary Meetings shall be conducted during an employee's regular work hours or the employee shall be compensated in accordance with this agreement. An employee shall be given written notice at least forty-eight (48) hours prior to the beginning of any meeting called for disciplinary purposes with that employee that the meeting could lead to a written reprimand or more serious disciplinary action. The employee shall be provided in writing with the name of the person conducting the meeting, the date, time, location and topic of the meeting. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry or investigation.

Section 6. Purging Files and Records

A. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's personnel file after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of similar nature shall extend the period of retention of the original offense for twelve (12) months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations.

B. Records of disciplinary actions resulting in a suspension of 40 hours or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of twenty-four (24) months has elapsed. Any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for eighteen (18) months.

C. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

D. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.

E. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file shall remain under the control of the Department of Human Resources.

F. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

G. Purging time limits identified above begin on the date of the employee interview when the employee is formally notified of the disciplinary action.

Section 7. Just Cause

Just Cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

A. Conviction of an offense which is punishable as a felony or gross misdemeanor in the State of Nevada, conviction of an offense in any place other than the State of Nevada,

which offense if committed in the State of Nevada, would be punishable as a felony or gross misdemeanor, or conviction of any offense which involves moral turpitude;

B. Knowing violation of City or Department Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Chief Officer - Public Safety and have been punishable in writing and circulated;

C. Solicitation of the public for money, goods or services which has not been approved in accordance with established departmental procedures;

D. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;

E. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained and unapproved absence from duty, excessive absenteeism or tardiness, misuse of theft of City property, continuing or life threatening safety violations, on the job alcohol, or other drug abuse, malfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;

F. Physically striking or threatening a supervisory, managerial, or other employee;

G. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive.

ARTICLE 26 - GRIEVANCE PROCEDURES

Section 1. General

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the employees of the Bargaining Unit as quickly as possible to insure efficiency and promote employee morale. Should any employee or group of employees feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety which may be a violation of federal or state law, including occupational Safety and Health Act, 29 U.S.C. Sec. 651-78, Nevada Occupational Safety and Health Act, NRS 618.005 et seq. NRS Chapter 288 and/or may be considered subjects of mandatory collective bargaining, NRS 288.150(2)(m), adjustment may be sought.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service rules will apply in circumstances where the Agreement is silent. Alleged violations of Civil Service rules, which are not covered by the terms of this Agreement, may only be appealable through the Civil Service Rules. Violations of Federal and State statutory provisions and the enforcement thereof except as referred to in this section are not subject to the grievance procedure hereinafter set forth. Nothing in this paragraph shall be interpreted as prohibiting an employee or

the Association from aggrieving an action or conduct which may violate or be in conflict with any federal or state law to the extent the grievance claims or alleges such action or conduct constitutes a violation of this contract or department rules or regulations. No employee shall be deemed to have waived or forfeited any rights, including the right to a jury trial under any applicable federal or state law, by virtue of filing a grievance or requesting arbitration of any dispute within the scope of this Article.
The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Association to charge non-members of the bargaining unit a reasonable service fee for representation in grievance hearings and appeals.
The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, so long as the action is consistent with applicable state and federal law and the terms of this Agreement. The parties further agree that after a finding of fact, an employee shall have an informal meeting with the Department Director prior to a non-confirmation of appointment.

Section 2. Informal Procedure

Prior to submitting a written grievance, nothing herein shall preclude any employee from discussing his/her grievance with the immediate supervisor up to and including the Chief or his/her designee and an Association Representative for informal adjustment. If the problem cannot be resolved informally, as set forth in this section, the employee may proceed to Section 3.

Section 3. Grievance Procedure

Any dispute concerning interpretation or application of an expressed provision of this Agreement, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or a dispute regarding a disciplinary action taken against an employee shall be subjected to this grievance procedure.
(1)It is agreed that the City has a right to discipline or discharge employees for just cause. Disciplinary actions, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning, which is not placed within the employee's personnel file. The City shall have just cause for any disciplinary action.
(2)No regular employee shall be discharged except for just cause defined in Article 25, Section G, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the City's right to eliminate positions because of layoffs or reduction of force in good faith.
All non-disciplinary grievances must be filed in writing, with the Chief or designee, within thirty (30) calendar days after the matter in dispute/disagreement is alleged to have occurred or thirty (30) days from the time the employee had reason to know the circumstances giving rise to the grievance.

The time limits stated above shall not commence so long as the grievant/Association and the Chief or designee are engaged in informal discussions in an attempt to resolve the issue without filing a formal grievance. However, the grievant/Association may file a

written grievance at any time during the informal discussion period in order to move the dispute to the formal process.
Disciplinary appeals must be filed with the Chief or designee, within fourteen calendar (14) days from the date of issuance. A grievant/appellant may have up to two (2) representatives of his/her choice at any or all steps of the grievance process. Written reprimands may only be appealed through Step 3 of the procedure and are not subject to arbitration.
The Association, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the Association may take no further action. Nothing stated herein shall prohibit an employee from proceeding on his/her own behalf in filing and processing a grievance and the City shall recognize the individual employee's rights to file a grievance and proceed through the grievance process, including arbitration as "the grievant".

STEP 1: The Association (or the employee in any case) shall present a signed written grievance to the grievant's supervisor and a Lieutenant outside of the grievant's chain of command. The Lieutenant shall, within 14 calendar days of the filing of the grievance, meet with the grievant and discuss the issue. The Lieutenant shall respond in writing to the grievance within seven (7) calendar days of the meeting with the grievant. The decision of the Lieutenant outside the grievant's chain of command is not subject to reversal by anyone in the grievant's chain of command, including the Chief unless the grievant or the Association proceeds to Step Two under this Article.
STEP 2: In the event the grievant is not satisfied with the written response to Step One of the grievance, he/she may refer the grievance to Step Two of the grievance procedure by forwarding the grievance in writing, along with the response to Step One, to the Chief. This action must be taken no later than fourteen (14) calendar days after receipt of the written response to Step One. The Chief or designee along with a representative from Human Resources shall meet with the grievant no later than fourteen (14) calendar days after receipt of the grievance for the purposes of attempting to resolve this dispute. The Chief will have fourteen (14) calendar days from the date of the meeting to answer the grievance in writing. The Chief or designee shall respond in writing.

STEP 3: In the event the grievant is not satisfied with the written response to Step Two of the grievance procedure, he/she may refer the grievance in writing and written responses to Steps One and Two to Step Three, to the Director of Human Resources within fourteen (14) calendar days of the written response to Step Two. The Director of Human Resources will forward the grievance to the City Manager, or designee, who shall respond to the grievance in writing, within twenty-one (21) calendar days of receipt of the grievance in an effort to resolve this dispute. The grievant may request a meeting with the City Manager or designee prior to a written response.

STEP 4: If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the Association, the matter may be submitted to Arbitration by the Association or the grievant by serving the City's Director of Human Resources a Notice of Arbitration. This must be done within thirty (30) days of when the answer was due.

The parties shall meet within fourteen (14) calendar days from the date the request for arbitration was received for the purpose of selecting an impartial arbitrator.

Section 4. Arbitration Procedures

Following Notice of Arbitration, the City and the Association or the employee's representative, shall agree upon a source for a list of seven (7) arbitrators. The lists shall either be a Federal Mediation and Conciliation Service (FMCS) or an American Arbitration Association (AAA) list.

To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternatively strike one name each, with the Association striking first. The last remaining name shall become arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Association requesting that he set a time and place, subject to availability of the City and the Association. Any dispute, claim or grievance submitted to the final and binding arbitration under the provisions in the Article shall be done under the voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Service (FMCS).

Decisions of the arbitrators shall be final; however, the arbitrator shall have no power to add to, subtract from, or modify the terms of the this agreement and department Rules and Regulations, except to the degree when rules conflict with this Agreement; and shall make his decision within thirty (30) calendar days from conclusion of the hearing or as agreed upon by the parties. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Association. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying applicable laws or rules of law and any ruling by the Arbitrator as a question of law may be reviewed by a court of law de novo.

Section 5. Awards

The arbitrator's award will be final and binding on the Association and its members, the employee or employees involved, and the City to the extent of the Arbitrator's authority provided herein. All fees charged by the AAA or FMCS and the arbitrator's fees and costs and any costs of transcription of the record shall be shared equally 50% by the Association or grievant and 50% by the City.

Section 6. Time Limits

In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a holiday.

Section 7. Grievance Resolution

A copy of all written decisions or resolutions will be forwarded to the Association.

(A) Reduction in Discipline - If the decision is to reduce the discipline, then the originating supervisor who meted out the discipline shall be directed to correct the disciplinary

record in any files maintained for the grievant and specifically any file maintained with Human Resources.

(B) Exoneration of Discipline - If the discipline is reversed in the favor of the employee, all files including the Human Resource personnel file and the employee's department file will be purged of all references to the discipline. Additionally, the Internal Investigations file will be modified to show the findings.

ARTICLE 27- SAFETY AND HEALTH

Section 1. General

(A) The City and the Association agree that all work shall be performed in compliance with all federal, state and local laws and policies.

(B) Except in the case of an emergency, the City shall discuss through the Labor-Management meeting all new or proposed changes to policies, practices and posts that affect the safety of the employees prior to the proposed implementation of the policy. The Association may submit to the Chief written comments within thirty (30) days of the labor management meeting during which the matter was discussed.

It will never be the intent of the City to establish a policy that adversely affects the safety of the employees. If there is a policy that may adversely affect the safety of the employees, the City will first discuss the proposed policy with the Association before implementing the policy.

Section 2. Report of Injury

(A) At times, supervisors of all employees must complete the appropriate "Report of Injury" form within 24 hours of being notified that a work-related accident has resulted in physical injury to an employee with a copy of the completed Report of Injury form.

(B) Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor in accordance with N.R.S.; or if prohibited by serious injury, then as soon as conditions permit.

It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

Section 3. Safety Coordinator

The Department Head shall appoint a Safety Coordinator who shall represent the Department Head. The appointed Safety Coordinator shall be responsible for duties as defined in Post Orders, City policy, department work rules and any applicable regulations.

Section 4. Safety Committee

Safety Committee members who shall be no less than four in number, shall be appointed from members of the labor/management committee. Safety Committee members shall be allowed to attend committee meetings while on duty jointly with management. A

committee member may be allowed to attend any inspection of or safety or health problems in the Department. The Safety Coordinator shall be required to notify the Department Head of all recommendations of the Safety Committee. The Chief will respond in writing to the Safety Committee as to the appropriate action to be taken.

The Safety Committee may recommend rules and procedures for the promotion of health and safety of department employees, for making periodic inspections of the department, and for making recommendations for the corrections of unsafe equipment and procedures. When appropriate, recommendations may include a target date for abatement of hazardous conditions or procedures. The primary goal is to rectify all safety issues with action. The Safety Committee shall keep a summary of all committee meetings and preparation of a written report for review by an employee. The Safety Coordinator and the Safety Committee shall participate in the development of proposed policies relating to prevention and control of communicable diseases and present the proposed rules to the Chief for approval.

Section 5. Staffing

The Department agrees to begin the process of filling approved vacancies in an expeditious and timely manner in accordance with City Policy. Only those vacancies recommended by the Department and approved by the City Manager are included in this Section. If the Association has reason to believe that the Department has failed to request that a vacancy is filled, the Association may meet with the Department Director to discuss the matter. If the Association is still not satisfied with the Director's response, the Association may request a meeting with the City Manager. The Decision of the City Manager shall be final. Neither the City nor the Association by virtue of Section 5 of this Article waives any rights under NRS 288.150.

ARTICLE 28 - SAVINGS CLAUSE/WAIVER

(A) If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within a reasonable time the matter shall be submitted to Arbitration.

(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

(C) Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.

ARTICLE 29 – PERFORMANCE EVALUATIONS

Employee performance evaluations for Correction Officers will be completed prior to the annual change of shift rather than on the officer's anniversary date. Aligning the evaluations with the shift change will decrease the possibility of an employee having performance evaluations from different supervisors during the evaluation period.

If during the term of this agreement either party has concerns regarding the administration of this article, the parties agree to meet and confer and will make every reasonable effort to resolve the identified concern or issue.

ARTICLE 30 – PROMOTIONS

Section 1. Promotion Selection Process

The following procedures will be followed when developing eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitment only.
The promotional eligible lists will be arranged by score, from the highest to the lowest eligible score. Employees will be notified of their final score and their placement on the list.
The top five (5) or twenty-five percent (25%) (whichever is greater) scoring candidates on an eligible list will be available to the department to fill vacation positions. The twenty-five percent (25%) calculation will be rounded down rather than up (25% of 15 would be rounded down to 3).
The promotional lists will be arranged by score, from highest to lowest eligible score. Scores will be taken out to two decimal places, or to the nearest hundredth (ex. 89.512 = 89.51; 79,346 = 79.35). Scores will not be rounded to the nearest whole number; therefore, any score beneath 70.0 will be considered a failing score. Employees will be notified of their final score and their placement on the list.
After a name has been removed from the list as a result of a promotion or other reason, the next highest scoring applicant will become eligible for selection.
In the case of tie scores, all names with the tie scores will be considered as one.
The City will provide 45 days notice of the testing date for the promotional recruitment. The 45 day notice will be given to the Union President for dissemination to the current Corrections Officers.
A list of study materials will be given to the applicants by Human Resources staff at the time of application or upon request to Human Resources.

A representative of the Association will be allowed to observe the initial training provided to oral board and assessment center members, exclusive of any actual test materials

discussions. No Detention and Enforcement employees shall serve as assessors or on the oral board.

If during the term of this agreement either party has concerns regarding the administration of this article, the parties agree to meet and confer and will make every reasonable effort to resolve the identified concern or issue.

Section 2. Promotional Increase

Effective July 1, 2013, those promoted internally from Corrections Officer to Corrections Sergeant will receive a 5% increase in pay plus one additional step in the pay range.

ARTICLE 31 – DURATION

This Agreement shall become effective July 01, 2019, and continue in full force and effect through June 30, 2020. However, if the parties hereto do not arrive at a new agreement before June 30, 2020, the non-economic provisions of this agreement shall remain in effect until the parties execute a new agreement.

Upon ratification of this contract by the City Council, all agreements shall be retroactive to the effective date of this agreement, unless otherwise specified in the contract.

DATE _____

CITY OF LAS VEGAS

BY_____
Jorge Cervantes, City Manager

LAS VEGAS PEACE OFFICERS ASSOCIATION, INC.

BY_____
Scott Edwards, President

Approved:

_____
Carolyn Goodman, Mayor

Attest:

_____
LuAnn Holmes, City Clerk

Approved as to Form:

_____
Morgan D. Davis, Assistant City Attorney

Attachment A
POA Salary Schedule

		Effective 7-01-19 (0% COLA)			
		Hourly	Biweekly	Monthly	Annually
PO 6					
Step	1	$27.69	$2,215.25	$4,799.70	$57,596.50
Step	2	$29.21	$2,337.11	$5,063.74	$60,764.86
Step	3	$30.82	$2,465.63	$5,342.21	$64,106.38
Step	4	$32.52	$2,601.27	$5,636.08	$67,633.02
Step	5	$34.30	$2,744.39	$5,946.17	$71,354.14
Step	6	$36.19	$2,895.30	$6,273.16	$75,277.80
Step	7	$38.18	$3,054.59	$6,618.27	$79,419.34
Step	8	$40.28	$3,222.58	$6,982.25	$83,787.08
Step	9	$42.50	$3,399.80	$7,366.23	$88,394.80
PO 15					
Step	1	$34.58	$2,766.62	$5,994.35	$71,932.12
Step	2	$36.48	$2,918.76	$6,323.99	$75,887.76
Step	3	$38.49	$3,079.33	$6,671.89	$80,062.58
Step	4	$40.61	$3,248.69	$7,038.83	$84,465.94
Step	5	$42.84	$3,427.37	$7,425.97	$89,111.62
Step	6	$45.20	$3,615.90	$7,834.46	$94,013.40
Step	7	$47.68	$3,814.75	$8,265.29	$99,183.50
Step	8	$50.31	$4,024.58	$8,719.92	$104,639.08
Step	9	$53.07	$4,245.92	$9,199.50	$110,393.92

		Effective 7-14-19 (1% PERS Share)			
		Hourly	Biweekly	Monthly	Annually
PO 6					
Step	1	$27.41	$2,193.09	$4,751.71	$57,020.34
Step	2	$28.92	$2,313.74	$5,013.10	$60,157.24
Step	3	$30.51	$2,440.98	$5,288.78	$63,465.48
Step	4	$32.19	$2,575.25	$5,579.72	$66,956.50
Step	5	$33.96	$2,716.94	$5,886.71	$70,640.44
Step	6	$35.83	$2,866.35	$6,210.43	$74,525.10
Step	7	$37.80	$3,024.04	$6,552.08	$78,625.04
Step	8	$39.88	$3,190.35	$6,912.43	$82,949.10
Step	9	$42.07	$3,365.80	$7,292.57	$87,510.80
PO 15					
Step	1	$34.24	$2,738.96	$5,934.41	$71,212.96
Step	2	$36.12	$2,889.58	$6,260.75	$75,129.08
Step	3	$38.11	$3,048.54	$6,605.17	$79,262.04
Step	4	$40.20	$3,216.21	$6,968.45	$83,621.46
Step	5	$42.41	$3,393.09	$7,351.71	$88,220.34
Step	6	$44.75	$3,579.74	$7,756.11	$93,073.24
Step	7	$47.21	$3,776.60	$8,182.63	$98,191.60
Step	8	$49.80	$3,984.33	$8,632.72	$103,592.58
Step	9	$52.54	$4,203.46	$9,107.50	$109,289.96

Attachment B
POB Salary Schedule

		Effective 7-1-19 (1.75% COLA)			
		Hourly	Biweekly	Monthly	Annually
POB 6					
Step	1	$25.90	$2,072.08	$4,489.52	$53,874.08
Step	2	$26.94	$2,154.97	$4,669.10	$56,029.22
Step	3	$28.01	$2,241.16	$4,855.85	$58,270.16
Step	4	$29.14	$2,330.82	$5,050.10	$60,601.32
Step	5	$30.30	$2,424.05	$5,252.11	$63,025.30
Step	6	$31.51	$2,521.01	$5,462.19	$65,546.26
Step	7	$32.77	$2,621.85	$5,680.66	$68,168.10
Step	8	$34.08	$2,726.72	$5,907.89	$70,894.72
Step	9	$35.45	$2,835.80	$6,144.22	$73,730.80
Step	10	$36.54	$2,922.89	$6,332.93	$75,995.14

		Effective 7-14-19 (1% PERS Share)			
		Hourly	Biweekly	Monthly	Annually
POB 6					
Step	1	$25.64	$2,051.36	$4,444.62	$53,335.36
Step	2	$26.67	$2,133.42	$4,622.41	$55,468.92
Step	3	$27.73	$2,218.75	$4,807.29	$57,687.50
Step	4	$28.84	$2,307.51	$4,999.60	$59,995.26
Step	5	$30.00	$2,399.81	$5,199.59	$62,395.06
Step	6	$31.20	$2,495.80	$5,407.56	$64,890.80
Step	7	$32.45	$2,595.63	$5,623.86	$67,486.38
Step	8	$33.74	$2,699.45	$5,848.81	$70,185.70
Step	9	$35.09	$2,807.44	$6,082.78	$72,993.44
Step	10	$36.17	$2,893.66	$6,269.60	$75,235.16

LVPOA FY20 Tentative Agreement

Estimated Fiscal Impact from Arbitrator Decision

	Total
Tier 1 - 3.56% CASH	464,927
Tier 2 - 1.75% COLA[1]	129,453
Tier 2 - PERS cost for COLA	60,393
Tier 2 - 3.56% CASH	195,558
	850,331

[1] *Projected cost of COLA, as estimated by the City and quoted by the Arbitrator, already includes PERS. It does not account for other supplemental pays, and it does not include vacant positions.*

LVPOA TENTATIVE AGREEMENT

March 3, 2021

Submitted at City Council
Date: 3/3/2021 Item: 29
Submitted by Staff

Background

- LVPOA bargaining unit covers approximately 210 employees
- Contract expired on June 30, 2019
- Total of 11 negotiations meetings held between January 2019 and May 2019
- Impasse declared by Union on May 21, 2019
- Mediation held on September 12, 2019

Background

- Fact-Finding held on January 29 and February 6, 2020
- Fact-Finder recommendation received on August 10, 2020
- Parties did not agree to the recommendation
- Interest Arbitration held on December 10 and 15, 2020

  Decision received on February 2, 2021

Summary of Changes

One-Year agreement covering July 1, 2019 – June 30, 2020

- Compensation:
  - 1.75% COLA for Tier 2
  - 3.56% CASH for both Tiers

- Sick Leave:
  - Increase sick leave cap for Tier 2 employees from 420 to 600 hours. The increased hours are non-compensable.

Summary of Changes

One-Year agreement covering July 1, 2019 – June 30, 2020

- Medical:
  - Reduction of medical contribution from $1100 to $1050 per employee per month, for fiscal years 2020 and 2021.
  - Increase medical contribution to $1090 per employee per month for fiscal year 2022.

- Other minor changes for language cleanup

Estimated Cost

- Fiscal impact of 1-year agreement: $789,938

Recognition

The City would like to thank the LVPOA Negotiating Team:

- Scott Edwards – President
- Russell Jernee – Vice President
- Michael Weyand – Secretary
- Todd Chafee – Treasurer
- Donald Patton
- Robert Hill
- Matthew Giacomino
- Adam Levine – Legal Counsel

Questions / Comments?

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
30

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

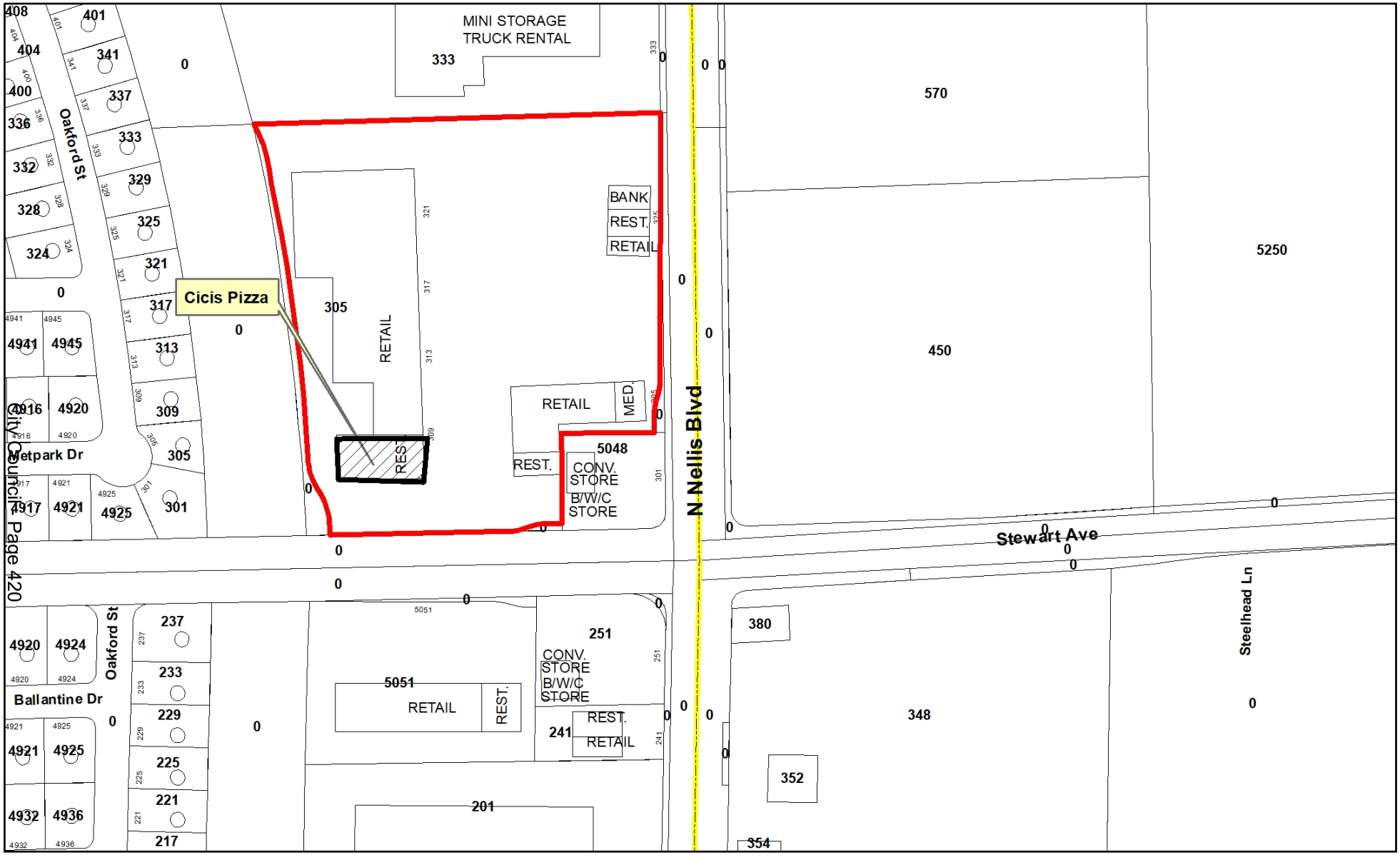
SUBJECT:
Discussion for possible action regarding a Beer/Wine/Cooler On-Sale License for AL-WAHHAB INC. dba CICIS PIZZA at 309 North Nellis Boulevard, Suite #120 [Billawal Ali Badruddin, President, Treasurer, Secretary, Director, Shareholder] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Discussion for possible action regarding a Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this action at the City Council meeting.

BACKUP DOCUMENTATION:
1. Location Map



Cicis Pizza

309 North Nellis Boulevard, Suite #120

Ward #3

Freeways

Subject Property

City Limits

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: Wednesday, December 23, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
31

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of William McCurdy to a Ward 5 seat of the Parks and Recreation Advisory Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Parks and Recreation Advisory Commission consists of 15 members appointed by the City Council. Terms are for three years, unexpired terms must be filled and there is no limit to the number of terms that may be served. Ward 5 is entitled to appoint two representatives to the board. Mr. McCurdy was originally appointed to the board in 2001. He has the recommendation of the Parks & Recreation Director, is eligible and wishes to continue to serve.

RECOMMENDATION:
Options are: That Ward 5 reappoint Mr. McCurdy or advise staff to bring an item forward at a future meeting to consider a new nominee for this seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

PARKS & RECREATION ADVISORY COMMISSION

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**ADROUSHAN (ANDY) ARMENIAN** Mayor Goodman's Appointment	6-4-2008 (Reappt 1-21-2009) (Reappt 2-1-2012) (Reappt 2-4-2015) (Reappt 3-21-2018)	2-5-2021
2.	**MELODY HOWARD** Ward 6 Appointment	12-6-2017 (Reappt 12-2-2020)	12-6-2023
3.	**JESUS JIMENEZ** Ward 3 Appointment	3-6-2019	3-6-2022
4.	**ERIC FOEMMEL** Ward 1 Appointment	2-7-2018	2-7-2021
5.	**RICHARD BECKER** Ward 2 Appointment	10-3-2012 (Reappt 12-19-2012) (Reappt 1-6-2016) (Reappt 3-6-2019)	1-7-2022
6.	**STEVEN NEIGER** Ward 4 Appointment	11-15-2015 (Reappt 1-3-2018)	12-3-2021
7.	**MICAELA KELLER** Ward 3 Appointment	3-18-2020	3-18-2023
8.	**AUDREY ASSELIN** Ward 4 Appointment	11-15-2017 (Reappt 11-18-2020)	11-15-2023
9.	**MALCOLM D. WHITE** Mayor Appointment	11-7-2001 (Reappt 4-7-2004) (Reappt 3-7-2007) (Reappt 3-17-2010) (Reappt 3-6-2013) (Reappt 5-4-2016) (Reappt 8-7-2019)	4-7-2022
10.	**LISA B. SHERMAN** (Formerly Lisa Cavaretta) Mayor Appointment	4-1-1992 (Reappt 4-5-1995) (Reappt 3-23-1998) (Reappt 3-7-2001) (Reappt 3-17-2004) (Reappt 3-7-2007) (Reappt 3-17-2010) (Reappt 3-6-2013) (Reappt 5-4-2016) (Reappt 8-7-2019)	4-1-2022
11.	**ELIZABETH GEBRE** Ward 5 Appointment	7-1-2015 (Reappt 8-1-2018)	4-15-2021
12.	**BOB BRIARE** Ward 1 Appointment	9-20-2017 (Reappt 10-7-2020)	9-20-2023
13.	**MIKE HENLEY** Ward 2 Appointment	11-16-2016 (Reappt 4-18-2018)	4-15-2021
14.	**WILLIAM MCCURDY** Ward 5 Appointment	12-5-2001 (Reappt 1-22-2003) (Reappt 1-18-2006) (Reappt 1-21-2009) (Reappt 2-15-2012) (Reappt 3-4-2015) (Reappt 5-2-2018)	2-20-2021
15.	**LARRY SCHULTZ** Ward 6 Appointment	1-6-2016 (Reappt 12-6-2017) (Reappt 11-18-2020)	11-15-2023

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Parks & Recreation Board.

AUTHORITY: LVMC 2.42

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Ord. 3554)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: No City residency requirement.
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 1st Tuesday of each month, 4:00 P.M., 495 South Main Street 2nd Floor Clerk's Conference Room

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
32

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Thomas Prato to the Commission for the Las Vegas Centennial

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The creation of the Commission for the Las Vegas Centennial was authorized by City Council action on 5-7-2003. The bylaws were amended to change the Board membership and quorum requirements as well as allow voting participation by City officials on 8-6-2003, and a second amendment to the bylaws on 11-19-2003 expanded the membership to a minimum of six and a maximum of fifteen Directors and again revised the quorum standards. Generally the Commission is to plan, organize, coordinate and implement the activities, celebration and historic preservation associated with the founding of the City of Las Vegas. There is no City residency required for the Board of Directors, no term limits and Directors serve until replaced. The maximum of 15 members has not been reached yet and the Mayor wishes to nominate Mr. Thomas Prato for the board.

RECOMMENDATION:
Appoint Mr. Prato or direct staff to bring forward an item to a future meeting to appoint another nominee.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

COMMISSION FOR THE LAS VEGAS CENTENNIAL

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**MAYOR CAROLYN G. GOODMAN**	7-6-2011	
2.	**KEVIN MILLS**	11-20-2019	
3.	**COUNCILMAN CEDRIC CREAR**	7-17-2019	
4.	**HONORABLE RICHARD BRYAN**	8-20-2003	
5.	**RYAN ARNOLD**	8-20-2003	
6.	**ROBERT STOLDAL**	8-20-2003	
7.	**HANNAH BROWN**	8-20-2003	
8.	**JOHN H. MOWBRAY**	8-2-2017	
9.	**ALAN FELDMAN**	11-19-2003	
10.	**HUGH SINNOCK**	5-4-2016	
11.	**RIC TRUESDELL**	8-16-2017	
12.	**LOUISE HELTON**	5-16-2012	
13.	**MARK BRANDENBURG**	5-15-2019	
14.	**BOB COFFIN**	7-6-2011	

GENERAL PURPOSE: To plan, organize, coordinate, and implement the activities, celebration and education associated with the City of Las Vegas' Centennial. Possible activities could include auction reenactment, parade, fireworks display, gala dinner, art exhibits, music festival, and the development of an education curriculum for area schools.

AUTHORITY: Created by City Council action on 5-7-2003. First amendment to the bylaws approved on 8-6-2003 changed the membership total, requirements for a quorum and to allow voting participation by City officials. Second Amendment to the bylaws approved on 11-19-2003 expanded the membership to a minimum of six members (4 members constitutes a quorum) and a maximum of fifteen (6 members constitutes a quorum); and to provide for a quorum for the transaction of business at the board meetings.

TERMS: All membership appointments and changes are to be made by the City Council.

MEMBERS: Minimum of 6 to a maximum of 15 members appointed by the City Council as amended by the City Council on 11-19-2003.

NOTE: NO CITY RESIDENCY REQUIREMENT. NO FINANCIAL DISCLOSURE REQUIRED.

CONTACT: Jorge Cervantes, City Manager

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
33

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Valerie Craig to the Southern Nevada Regional Housing Authority

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
NRS 315.7809 provides the City of Las Vegas with two seats on this board. One seat is for a Councilmember, currently Councilwoman Diaz, and the other is for the City's Tenant Commissioner. The Tenant Commissioner must be a current recipient of assistance from the Authority who was selected from a list of at least five eligible nominees submitted for this purpose by an organization, which represents tenants of housing projects. The Southern Nevada Regional Housing Authority (SNRHA) Resident Advisory Board provided the City Council with the selection certification of five eligible applicants for consideration. After interviews, the Board Chair, Councilman Black from the City of North Las Vegas and Vice-Chair, Councilwoman Diaz, recommended appointment of the top scoring individual, Ms. Valerie Craig.

RECOMMENDATION:
Appoint Ms. Craig or direct staff to bring forward an item to a future meeting to appoint one of the four remaining vetted individuals.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
LAS VEGAS, NV

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**OLIVIA DIAZ** (Councilwoman, Ward 3)	7-17-2019	6-2021
2.	**MISHA HOOKS** (Tenant Commissioner for the City of Las Vegas)	10-16-2016	10-16-2020

AUTHORITY: Created by SB 183 during the 2017 Legislative Session removed 3 seats on this board leaving 1 Tenant Commissioner and 1 Councilperson.

TERM: Tenant Commissioners terms will be staggered initially as by a lot drawing. And thereafter, 4 year terms will apply.

MEMBERS 1 tenant commissioner appointed by the City Council. Must fill unexpired terms.

The Tenant Commissioners must be a current recipient of assistance from the Authority who was selected from a list of at least five eligible nominees submitted for this purpose by an organization which represents tenants of housing projects. If no such organization exists, the Tenant Commissioner must be selected from a list of nominees submitted for this purpose from the persons who currently receive assistance from the Authority. If, during his/her term, the Commissioner ceases to be a recipient of assistance, he/she must be replaced in the manner set forth in this subsection by a person who is a recipient of assistance.

In making the appointment described in Subsection 1, the relevant local governments shall seek recommendations for appointment from a diverse background of interests with a view toward:

(a) Balancing gender and ethnicity; and
(b) Soliciting appointees who have experience in fields such as, without limitation:
    1) Real estate;
    2) Financial planning;
    3) Legal aid;
    4) Education;
    5) Public safety
    6) The provisions of public services; and
    7) The assistance of persons of low income.

NOTES: The Commissioners meet on the 3rd Thursday of each month at 12:00 pm at 340 N. 11th Street. None of the commissioners can be an elected official from any entity.

CONTACT Chad Williams, Executive Director
Legal Representative, Theodore Parker III, Parker, Nelson & Arin

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
34

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Heidi Gustafson to the Ward 2 seat of the Arts Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Arts Commission was created by City Council Ordinance No. 1944 in 1978 to serve as an advisory body to the City Council with respect to matters pertaining to the arts. The board consists of 12 members, terms are for four years and no member shall be reappointed more than once. Ward 2 is entitled to appoint one representative to the board. The former Ward 2 representative, Richard Plaster, has resigned and his unexpired term must be filled. Ms. Gustafson is eligible and wishes to serve.

RECOMMENDATION:
Options are: That Ward 2 appoint Ms. Gustafson or advise staff to bring an item forward at a future meeting to consider a new nominee for the Ward 2 seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

ARTS COMMISSION

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**JIM BRIARE** (Mayor Pro Tem Tarkanian, Ward 1 appt.)	8-30-2017	8-30-2021
2.	**PAUL LOWDEN, IV** (Councilwoman Fiore, Ward 6 appt.)	2-19-2018	2-19-2022
3.	**DAVID TUPAZ** (Mayor appointment)	3-20-2014 (Reappt 5-16-2018)	3-20-2022
4.	**JOHN TRIMBLE** (Councilman Crear, Ward 5 appt.)	3-27-2014 (Reappt. 12-5-2018)	3-27-2022
5.	**SANDY KARPEL** (Councilman Anthony, Ward 4 appt.)	7-8-2014 (Reappt 6-20-2018)	7-8-2022
6.	**JOHN PACHECO** (Councilman Coffin, Ward 3 appt)	6-6-2018 (Eff. 6-14-2018)	6-14-2022
7.	**DAVID STRAUS** (Mayor appointment) *(Replaces Polly Weinstein, resigned)*	6-17-2020	7-10-2022
8.	**RICHARD PLASTER** (Councilwoman Seaman, Ward 2 appt.)	11-20-2019	11-20-2023
9.	**JENNIFER KLEVEN** (Appointed by Arts Commission)	9-17-2020 (eff. 10-15-2020)	10-15-2024
10.	**MICKEY SPROTT** (Appointed by Arts Commission)	9-21-2017 (Reappt 10-17-2019)	9-17-2023
11.	**JOHN CURRAN** (Mayor appointment)	2-22-2016 (Reappt 11-6-2019)	11-20-2023
12.	**ALLY R. HAYNES-HAMBLEN** (Authorized City Staff Member appointed by City Manager) Director, Cultural Affairs		

NOTES:

AUTHORITY: **L.V.M.C. 2.34**
Created by Ord. 1944, adopted 7-5-78, City-County. Arts Commission.
Created by Ord. 3288, adopted 5-20-87, L. V. Arts Commission, outlines appointments, qualifications, voting restrictions
Bill 91-18, Ord. 3571 adopted 5-1-91, outlines resignations, vacancies and reappointments
Ord. 3592, adopted 1991, Director of Leisure Services or authorized representative to serve as a voting member
Bill 2001-114, Ord. 5392, adopted 12-5-2001, increased membership from nine (9) members to twelve (12) members
Bill 2008-52, Ord. 6016, adopted 12-3-2008, transferred authority from the Director of Leisure Services to the City Manager to designate one representative of City staff to serve ex officio.

TERM: 4 years or until his or her successor is appointed and qualifies - Must fill unexpired terms. No member shall be reappointed more than once. Limited to 2 terms.

APPOINTED: 12 voting members as follows:
3 appt. by Mayor
6 (1 appt. by each Councilman)
2 appt. by the established Arts Commission
One member representative of City staff, appointed by the City Manager, or a designee, to serve as ex-officio
(Commission to consist of:
at least 1 but not more than 3 arts professionals
at least 1 but not more than 3 practicing artists.)

NOTES: No City residency requirement - No financial disclosure requirement.

PURPOSE: Serve as an advisory body to the City Council with respect to matters pertaining to the arts.

DEPT. SUPPORT:: Ally R. Haynes-Hamblen, Director, Office of Cultural Affairs
Rebecca Holden, Visual Arts Specialist II, Office of Cultural Affairs
Laura Machado, Visual Arts Specialist II, Office of Cultural Affairs

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
35

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-8 - For possible action - Amends LVMC 19.12.070, as it pertains to cannabis dispensaries, to remove the prohibition of drive-through facilities. Sponsored by: Councilwoman Michele Fiore

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 19.12.070, as it pertains to cannabis dispensaries, to remove the prohibition of drive-through facilities. The effect will be to allow a dispensary to propose and operate a drive-through facility as a conditional use. The drive-through use will be subject to conditional use procedures, limitations and requirements. In addition, for existing dispensaries, other approval processes might be necessary to entitle a drive-through. Security issues would be addressed through the licensing process.

RECOMMENDATION:
ADOPTION at the March 3, 2021 City Council Meeting, pursuant to the February 16, 2021 Recommending Committee Meeting.

First Reading – 2/3/2021 First Publication – 2/18/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-8
2. Backup Submitted from the February 16, 2021 Recommending Committee Meeting

BILL NO. 2021-8

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 19.12.070, AS IT PERTAINS TO CANNABIS DISPENSARIES, TO REMOVE THE PROHIBITION OF DRIVE-THROUGH FACILITIES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore

Summary: Amends LVMC 19.12.070, as it pertains to cannabis dispensaries, to remove the prohibition of drive-through facilities.

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, is hereby amended as set forth in Section 2 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 12, Section 70, is hereby amended by amending the Minimum Special Use Permit Requirements for the use "Cannabis Dispensary" to read as follows:

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the cultivation, production, dispensing, and sale of cannabis, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum distance separation between a cannabis dispensary and certain other uses that should be protected from the impacts associated with a cannabis dispensary. Therefore, except as otherwise provided in these Requirements, no cannabis dispensary may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;

b. Church/house of worship;

c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);

d. Community recreational facility (public); or

e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

2. Independent of the minimum distance separation requirements in Requirement 1, no cannabis dispensary may be located within 1000 feet of any other cannabis dispensary, whether or not that other dispensary is located within the jurisdictional limits of the City.

*3. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

*4. No outside storage shall be permitted, including the use of shipping containers for on-site storage.

*5. Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

*6. [No drive-through facilities shall be permitted in conjunction with a cannabis dispensary.

*7.] The Special Use Permit shall be void without further action if the use ceases for a period exceeding 90 days.

[*8.] *7. A cannabis dispensary shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

[*9.] *8. No cannabis dispensary shall be located:

a. On any property which abuts Fremont Street west of 8th Street; or

b. Within 1500 feet of an establishment that holds a nonrestricted gaming license described in subsection 1 or 2 of NRS 463.0177 and that existed on the date on which the application for the proposed cannabis dispensary was submitted to the City, but only if and to the extent the location of the proposed cannabis dispensary would be prohibited by Chapter 595, Statutes of Nevada 2019 (Assembly Bill 533).

[*10.] *9. An application for a Special Use Permit for a cannabis dispensary must include or be accompanied by a survey that depicts the minimum distance separation buffers of 300, 1000 and 1500 that are referenced within these Minimum Special Use Permit Requirements, as well as the location of all the uses regarding which the separation distances are established. The survey must be signed and stamped or sealed

by a surveyor who holds a current license from the Nevada Board of Engineers and Land Surveyors.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Section 2 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: 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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. . .

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. . .

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-19-21
_____
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 _____, 2021, 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 _____, 2021, 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

Gaby Portillo

From: Layke Martin <layke@nvdispense.com>
Sent: Monday, February 15, 2021 10:48 AM
To: Meeting Comments
Subject: Written Comments for Recommending Committee Meeting 2/16
Attachments: Public_Comment_CLV_Drive_Throughs.pdf

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Good Morning,

Attached please find written comments in support of Bill No. 2021-8, item #4 on the agenda for tomorrow's Recommending Committee Meeting.

Thank you,
Layke

Layke Martin, Esq.
Executive Director
Nevada Dispensary Association
(702) 483-7255

www.nvdispense.com

NEVADA
DISPENSARY ASSOCIATION

Submitted after final agenda
City Council Item 30
Submitted At
Recommending Meeting
2/16/21 #4
E-comment

NEVADA
DISPENSARY ASSOCIATION

February 15, 2021

Recommending Committee
Las Vegas City Council
c/o City Clerk
City Hall, 2nd Floor
495 South Main Street
Las Vegas, Nevada, 89101

Subject: Comment in Support of Bill No. 2021-8

Dear Members of the Recommending Committee:

The Nevada Dispensary Association (NDA) represents the majority of dispensary owners in Nevada. We appreciate this opportunity to submit written comment in support of Bill No. 2021-8 to amend LVMC 19.12.070 to remove the prohibition of drive-through facilities at cannabis dispensaries.

Drive-throughs allow dispensaries to serve customers efficiently and safely, while balancing capacity limits and other restrictions. Drive-throughs provide an opportunity for customer convenience, especially for elderly or medical patients who have difficulty leaving their cars.

Further, amending the code to remove the prohibition against drive-throughs brings the City's ordinances in line with other jurisdictions.

Thank you for considering this written comment in support of Bill No. 2021-8.

Respectfully,

L Mart

Layke Martin, Esq.
Executive Director
Nevada Dispensary Association

Submitted after final agenda
City Council Item 30
Support

PO BOX 370398 • LAS VEGAS, NV 89137 • NVDISPENSE.COM

Submitted At
Recommending Meeting
2/16/21 #4

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
36

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
NEW BILLS:

Bill No. 2021-9 - Amends the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector. Proposed by: Mike Janssen, Executive Director of Community Development

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector. Residential development along Echelon Point Drive, as well as a closure of a portion thereof, eliminates the need and reason for Echelon Point to have collector status.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2021-9

BILL NO. 2021-9

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL, ADOPTED UNDER LVMC 19.10.060(B), BY AMENDING MAP SIX THEREOF, PERTAINING TO STREET CLASSIFICATIONS, TO REMOVE THE DESIGNATION OF ECHELON POINT DRIVE AS A TOWN CENTER COLLECTOR, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Mike Janssen, Executive Director of Community Development

Summary: Amends the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector.

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 19.10.110(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, hereafter the "Manual," is hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Map Six, depicting Town Center Street Classifications and appearing within Section E.1.D of the Manual, is amended to remove the designation of Echelon Point Drive (formerly known as Bath Drive) as a Town Center Collector. In order to reflect the amendment, the marking showing the following as a Town Center Collector shall be removed:

Bath Drive between Tee Pee Lane and the Campbell Road/Kingston Bay Street alignment

SECTION 3: The Department of Planning is authorized and directed to replace within the Manual the existing Map Six with a new Map Six that incorporates the amendment described in Section 2 of this Ordinance.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby

declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: 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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-21
_____
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 _____, 2021, 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 _____, 2021, 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

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
37

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
NEW BILLS:

Bill No. 2021-10 - Amends the Town Center Development Standards Manual to allow for animated signs within nonresidential districts, subject to specified limitations and restrictions. Sponsored by: Councilwoman Michele Fiore

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), to allow for animated signs within nonresidential districts, subject to specified limitations and restrictions. The bill is intended to reflect changes in technology and advertising practices while still maintaining appropriate limitations. Review and approval of specific sign applications will still be required.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2021-10

BILL NO. 2021-10

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO ALLOW FOR ANIMATED SIGNS WITHIN NONRESIDENTIAL DISTRICTS, SUBJECT TO SPECIFIED LIMITATIONS AND RESTRICTIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore

Summary: Amends the Town Center Development Standards Manual to allow for animated signs within nonresidential districts, subject to specified limitations and restrictions.

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, hereafter the "Manual," is hereby amended as set forth in Sections 2 to 8, inclusive, of this Ordinance.

SECTION 2: Section F.1 of the Manual is amended by adding to the end thereof a new Paragraph (p), reading as follows:

p. Subject to the standards for the applicable non-residential land use district, the sign face of any freestanding or wall sign may be approved initially as, or converted at a later date to, an animated sign containing a changeable electronic message, subject to the following:

1) Animated signage is subject to the Residential Protection Standards set forth in LVMC 19.08.120(C). These standards may be waived following a public hearing.

2) Animated signage is subject to the Animated Sign standards of LVMC 19.08.120(B)(11). These standards are not waivable.

3) Off-premise signage is prohibited. This standard is not waivable.

4) Animated signage (other than changeable signs specifically allowed elsewhere in this Section (F)) may be approved only following a public hearing in accordance with the Master Sign Plan provisions set forth in LVMC 19.16.270.

SECTION 3: Section F.2 of the Manual is amended as set forth in Sections 4 to 6, inclusive, of this Ordinance.

SECTION 4: The following provisions of Section F.2 are each amended by deleting in each case Subparagraph 7) regarding Reader Board signs:

A.1.a.7)

A.1.b.7)

B.1.a.7)

D.5.b.7)

SECTION 5: Section F.2 is amended by deleting B.1.b.8) regarding Reader Board signs.

SECTION 6: Section F.2 is amended by deleting B.11 regarding Reader Board signs.

SECTION 7: Section F.3 of the Manual is amended by deleting in its entirety Paragraph (d) regarding changeable copy signs.

SECTION 8: Section F.4 is amended by adding, at the appropriate locations, the following definitions:

Animated Sign or Animated Signage: Any sign that uses any of the following: animation or movement; mechanical devices such as spinning, rotating, revolving or oscillating mechanical or structural components; flashing, sequential or oscillating lights; lighting that moves from bright to dim and back to bright; or other similar continuously automated methods or dynamic devices, such as steam, fog, misting, or change of lighting or message, to depict action or create a special effect or alternating scene that results in movement, the appearance of movement, or the changing of sign image or message. The term includes any sign or portion thereof with characters, letters or illustrations that can be changed or rearranged manually or electronically without altering the face or the surface of the sign. The term does not include a sign on which the only copy that changes is the electronic indication of time, temperature, or both.

Changeable Copy Sign: An animated sign composed of individual letters or numbers that are mounted on or in a track system and that can be manually changed without altering the sign.

SECTION 9: The Department of Planning is authorized and directed to incorporate into

the Town Center Development Standards Manual the amendments set forth in Sections 2 to 8, inclusive, of this Ordinance. The authority and direction includes, as appropriate, the placement, numbering, lettering, renumbering or relettering of items, as well as making parallel reference changes throughout the Manual necessitated by numbering and lettering changes, and corresponding changes to the table of contents.

SECTION 10: 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 11: 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 12: 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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Valsteed 2-16-21
_____
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 _____, 2021, 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 _____, 2021, 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

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
38

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

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

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
To discuss potential pending litigation.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
39

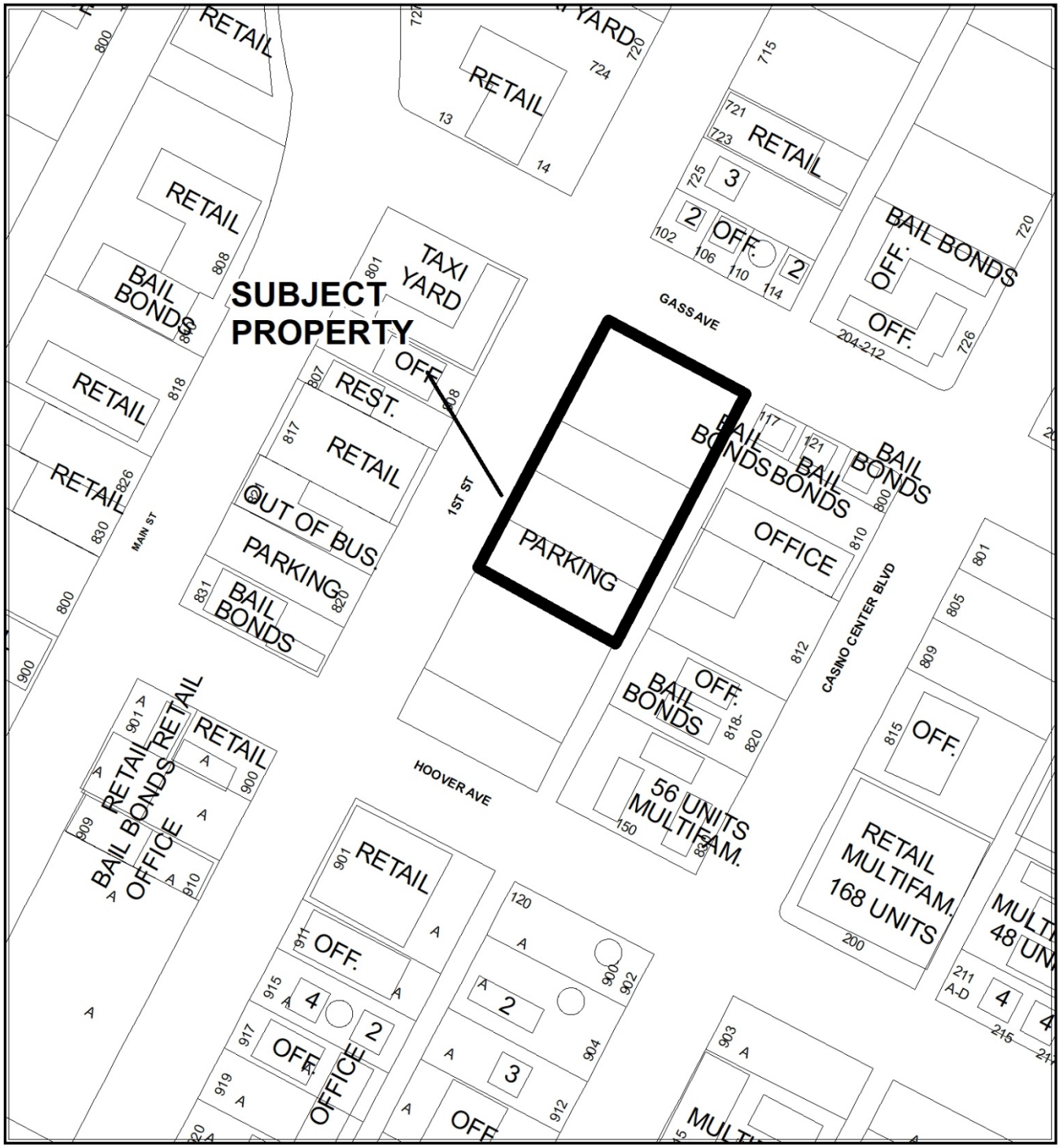
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0346 - ABEYANCE ITEM - NONPUBLIC HEARING - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC - For possible action on the following Land Use Entitlement project requests on 0.80 acres at the southeast corner of Gass Avenue and 1st Street (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-2 (General Commercial) Zone, Ward 3 (Diaz). Staff recommends DENIAL on the Land Use Entitlement project.

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 DENIAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SUP-25267
6. City Council Approval Letter - SUP-25268
7. City Council Approval Letter - SDR-25265
8. Justification Letter



CASE: 20-0346

0 100 200 Feet

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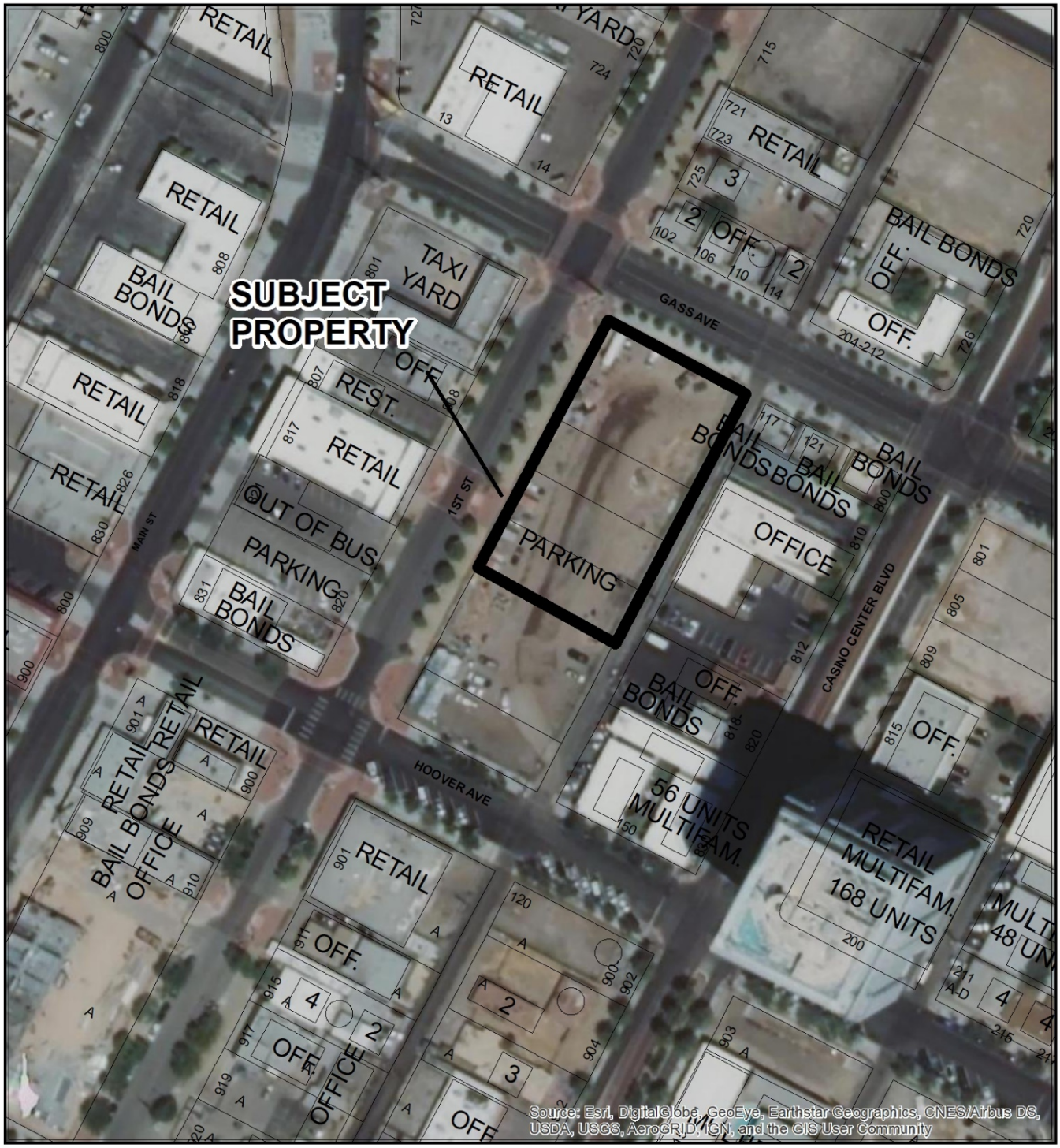


CASE: 20-0346

0 100 200 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 3, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0346-EOT1	Staff recommends DENIAL, if approved subject to conditions:	
20-0346-EOT2	Staff recommends DENIAL, if approved subject to conditions:	20-0346-EOT1
20-0346-EOT3	Staff recommends DENIAL, if approved subject to conditions:	20-0346-EOT1 20-0346-EOT2

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

EM

** CONDITIONS **

20-0346-EOT1 CONDITIONS

Planning

1. This approval shall expire January 9, 2022 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval for Site Development Plan Review (SDR-25265) and all other site related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

20-0346-EOT2 CONDITIONS

Planning

1. This approval shall expire January 9, 2022 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval for Special Use Permit (SUP-25267) and all other site related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

20-0346-EOT3 CONDITIONS

Planning

1. This approval shall expire January 9, 2022 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval for Special Use Permit (SUP-25268) and all other site related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting Extensions of Time for approved entitlements related to a proposed 50-story mixed-use development at the southeast corner of Gass Avenue and 1st Street.

ISSUES

- These are the eighth Extension of Time requests for the applicable related approvals for the proposed mixed-use development.

ANALYSIS

The applicant is requesting Extensions of Time for the following entitlements, approved January 9, 2008:

- A Site Development Plan Review (SDR-25265) for a proposed 50-story mixed-use development including 15,000 square feet of commercial space and 700 residential condominium units;
- A Special Use Permit (SUP-25267) for a proposed 550-foot tall building within the A-O (Airport Overlay) District where the height restriction is 200 feet;
- A Special Use Permit (SUP-25268) for a Mixed-Use development.

The approvals were granted extensions every two years until 2016. After that time, staff recommended one-year extensions until 2018 when the City Council granted a two-year extension. The most recent request was in October 2019, when the City Council again granted a one-year extension. The applicant states that the ongoing delay is due to financial concerns given the cost of construction materials and the uncertainty of foreign investment for such a large project. The applicant also cites restrictions associated with the COVID-19 pandemic as cause for delay. Other reasons previously given include a lagging market for high rise construction since the mid-2000s recession, difficulty designing adjacent to tall above-ground electrical transmission lines and the desire to jointly phase both this project and another planned project at the southwest corner of Hoover Avenue and 3rd Street. The applicant has made a significant investment into the property and wishes to complete the project but requests additional time to accomplish the required steps to do so.

From 2015 to 2017 the site was approved and used as a temporary parking lot for a cab company. From 2017 to 2019 the site was used as a staging area and Temporary Contractor's Construction Yard in conjunction with completion of nearby public street improvements. The Temporary Commercial Permit (TCP-72146) associated with this use expired on November 23, 2019. The subject site is now a vacant lot surrounded by chain-link fencing.

No building plans for the approved mixed-use development have been submitted for review. Per Title 19.16, a Site Development Plan Review and in this case a Special Use Permit is considered exercised once a valid building permit for the principal structure is issued.

FINDINGS (20-0346-EOT1, EOT2 and EOT3)

Thirteen years past the date of the original project approval, the applicant still has not exercised the Special Use Permit or Site Development Plan Review approvals. Building plans have not yet been submitted for review. The applicant has not demonstrated the ability to develop the site in a timely manner; therefore, staff recommends denial of these requests for Extension of Time. If approved, a one-year time limit is recommended for the extensions. If the Extension of Time requests are denied, SUP-25267, SUP-25268 and SDR-25265 would expire January 9, 2021.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/09/08	The City Council approved a request for Rezoning (ZON-25069) from C-M (Commercial/Industrial) to C-2 (General Commercial) on 1.28 acres adjacent to the east side of 1st Street, between Hoover Avenue and Gass Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-25267) for a proposed 550-foot building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-25268) for a proposed Mixed-Use Development adjacent to the southeast corner of 1st Street and Gass Avenue. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/09/08	The City Council approved a Site Development Plan Review (SDR-25265) for a proposed 50-story Mixed-Use Development including 15,000 square feet of Commercial Space and 700 Residential Condominium Units on 0.72 acres at the southeast corner of 1st Street and Gass Avenue. The Planning Commission and staff recommended approval.
01/20/10	The City Council approved a request for a first Extension of Time (EOT-36815) of a previously approved Special Use Permit (SUP- 25267) for a proposed 550-foot building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. Staff recommended approval.
	The City Council approved a request for a first Extension of Time (EOT-36814) of a previously approved Special Use Permit (SUP- 25268) for a proposed Mixed-Use Development adjacent to the southeast corner of 1st Street and Gass Avenue. Staff recommended approval.
	The City Council approved a request for a first Extension of Time (EOT-36816) for a Site Development Plan Review (SDR-25265) for a proposed 50-story Mixed-Use Development including 15,000 square feet of Commercial Space and 700 Residential Condominium Units on 0.72 acres at the southeast corner of 1st Street and Gass Avenue. Staff recommended approval.
02/15/12	The City Council approved a request for a second Extension of Time (EOT-44297) of a previously approved Special Use Permit (SUP-25267) for a proposed 550-foot building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. Staff recommended approval.
	The City Council approved a request for a second Extension of Time (EOT-44296) of a previously approved Special Use Permit (SUP-25268) for a proposed Mixed-Use Development adjacent to the southeast corner of 1st Street and Gass Avenue. Staff recommended approval.
	The City Council approved a request for a second Extension of Time (EOT-44295) for a Site Development Plan Review (SDR-25265) for a proposed 50-story Mixed-Use Development including 15,000 square feet of Commercial Space and 700 Residential Condominium Units on 0.72 acres at the southeast corner of 1st Street and Gass Avenue. Staff recommended approval.
02/05/14	The City Council approved a request for a third Extension of Time (EOT-52330) of a previously approved Special Use Permit (SUP- 25267) for a proposed 550-foot building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/05/14	The City Council approved a request for a third Extension of Time (EOT-52331) of a previously approved Special Use Permit (SUP- 25268) for a proposed Mixed-Use Development adjacent to the southeast corner of 1st Street and Gass Avenue. Staff recommended approval.
	The City Council approved a request for a third Extension of Time (EOT-52332) for a Site Development Plan Review (SDR-25265) for a proposed 50-story Mixed-Use Development including 15,000 square feet of Commercial Space and 700 Residential Condominium Units on 0.72 acres at the southeast corner of 1st Street and Gass Avenue. Staff recommended approval.
02/06/14	A Temporary Commercial Permit (TCP-52769) was issued for a temporary parking facility located at the southeast corner of Gass Avenue and 1st Street to serve as a satellite parking area for Western Cab Company employees during planned construction of a taxi yard at 801 South Main Street. The permit expired on 02/06/15.
05/20/14	Department of Planning staff administratively approved a Temporary Commercial Permit (TCP-54164) for a temporary parking facility at the southeast corner of Gass Avenue and 1st Street to serve as a satellite parking area for Western Cab Company employees during planned construction for 801 South Main Street. This approval modified the previous Temporary Commercial Permit (TCP-52769) and extended the permit period from 02/06/14 to 05/20/15.
11/18/15	The City Council approved a request for a Site Development Plan Review (SDR-60932) for a temporary parking lot with a Waiver of the Downtown Centennial Plan Development Standards on 1.26 acres on the northeast corner of 1st Street and Hoover Avenue. The Planning Commission recommended approval, staff recommended denial.
04/20/16	Code Enforcement processed a Case (165721) for a parking facility with no building permits on the southeast corner of 1st Street and Gass Avenue. The case was resolved on 11/29/17.
04/20/16	The City Council approved a request for a fourth Extension of Time (EOT-63463) of a previously approved Special Use Permit (SUP-25267) for a proposed 550-foot building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. Staff recommended denial.
	The City Council approved a request for a fourth Extension of Time (EOT-63466) of a previously approved Special Use Permit (SUP-25268) for a proposed Mixed-Use Development adjacent to the southeast corner of 1st Street and Gass Avenue. Staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/20/16	The City Council approved a request for a fourth Extension of Time (EOT-63467) for a Site Development Plan Review (SDR-25265) for a proposed 50-story Mixed-Use Development including 15,000 square feet of Commercial Space and 700 Residential Condominium Units on 0.72 acres at the southeast corner of 1st Street and Gass Avenue. Staff recommended denial.
02/15/17	The City Council approved a request for a fifth Extension of Time (EOT-68303) of a previously approved Special Use Permit (SUP- 25267) for a proposed 550-foot building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. Staff recommended denial.
	The City Council approved a request for a fifth Extension of Time (EOT-68304) of a previously approved Special Use Permit (SUP- 25268) for a proposed Mixed-Use Development adjacent to the southeast corner of 1st Street and Gass Avenue. Staff recommended denial.
	The City Council approved a request for a fifth Extension of Time (EOT-68306) for a Site Development Plan Review (SDR-25265) for a proposed 50-story Mixed-Use Development including 15,000 square feet of Commercial Space and 700 Residential Condominium Units on 0.72 acres at the southeast corner of 1st Street and Gass Avenue. Staff recommended denial.
11/21/17	Department of Planning staff approved a request for a Temporary Commercial Permit (TCP-72146) for a Temporary Contractor's Construction Yard at 101 Gass Avenue. The permit expired on 11/23/19.
01/03/18	The City Council approved a request for a sixth Extension of Time (EOT-72016) of a previously approved Special Use Permit (SUP- 25267) for a proposed 550-foot building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. Staff recommended denial.
	The City Council approved a request for a sixth Extension of Time (EOT-72017) of a previously approved Special Use Permit (SUP- 25268) for a proposed Mixed-Use Development adjacent to the southeast corner of 1st Street and Gass Avenue. Staff recommended denial.
	The City Council approved a request for a sixth Extension of Time (EOT-72018) for a Site Development Plan Review (SDR-25265) for a proposed 50-story Mixed-Use Development including 15,000 square feet of Commercial Space and 700 Residential Condominium Units on 0.72 acres at the southeast corner of 1st Street and Gass Avenue. Staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/16/19	The City Council approved a request for a seventh Extension of Time (EOT-77106) of a previously approved Special Use Permit (SUP-25267) for a proposed 550-foot building within the A-O (Airport Overlay) District where the height limitation is 200 feet on the southeast corner of 1st Street and Gass Avenue. Staff recommended denial. The approvals expire 01/09/21.
	The City Council approved a request for a seventh Extension of Time (EOT-77105) of a previously approved Special Use Permit (SUP-25268) for a proposed Mixed-Use Development adjacent to the southeast corner of 1st Street and Gass Avenue. Staff recommended denial. The approvals expire 01/09/21.
	The City Council approved a request for a seventh Extension of Time (EOT-77104) for a Site Development Plan Review (SDR-25265) for a proposed 50-story Mixed-Use Development including 15,000 square feet of Commercial Space and 700 Residential Condominium Units on 0.72 acres at the southeast corner of 1st Street and Gass Avenue. Staff recommended denial. The approvals expire 01/09/21.
02/03/21	The City Council unanimously voted to HOLD IN ABEYANCE to the 03/03/21 City Council meeting the following requests: • 20-0346-EOT1 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - For possible action on a request for an eighth Extension of Time of an approved Site Development Plan Review (SDR-25265) FOR A PROPOSED 50-STORY MIXED-USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS • 20-0346-EOT2 - EXTENSION OF TIME - SPECIAL USE PERMIT - For possible action on a request for an eighth Extension of Time of an approved Special Use Permit (SUP-25267) FOR A PROPOSED 550-FOOT BUILDING WITHIN THE A-O (AIRPORT OVERLAY) DISTRICT WHERE THE HEIGHT LIMITATION IS 200 FEET • 20-0346-EOT3 - EXTENSION OF TIME - SPECIAL USE PERMIT - For possible action on a request for an eighth Extension of Time of an approved Special Use Permit (SUP-25268) FOR A MIXED-USE DEVELOPMENT

Most Recent Change of Ownership	
09/22/05	A deed was recorded for a change in ownership on APNs 139-34-410-023 through 025.
10/26/05	A deed was recorded for a change in ownership on APN 139-34-310-028.

Related Building Permits/Business Licenses	
There are no relevant building permits or business licenses for the proposed development.	
06/22/07	A building permit (92409) was issued for demolition of seven single family residential dwellings at the northeast corner of Hoover Avenue and 1st Street under the address of 101 Gass Avenue. A final inspection was completed 12/05/07.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/05/2021	A vacant lot was observed surrounded by chainlink fencing. Nothing else of concern was noted.

Details of Application Request	
Site Area	
Net Acres	0.80

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	MXU (Mixed Use)	C-2 (General Commercial)
North	Multi-Family Residential	MXU (Mixed Use)	C-M (Commercial/Industrial)
	Single Family, Detached		
	Office, Other Than Listed		

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
South	Vacant	MXU (Mixed Use)	C-2 (General Commercial)
East	Bailbond Service Office, Other Than Listed	MXU (Mixed Use)	C-2 (General Commercial)
West	Taxicab/Limo Yard Office, Other Than Listed Restaurant General Retail Store, Other Than Listed	MXU (Mixed Use)	C-M (Commercial/Industrial)

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Master Plan (Civic & Business District)	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (200 Feet)	Y*
DTLV-O (Downtown Las Vegas Overlay) District – Area 1	Y
LW-O (Live/Work Overlay) District	Y
Special Area and Overlay Districts	***Compliance***
Trails (Art Trail – 1st Street)	Y**
Las Vegas Redevelopment Plan Area (Area 1)	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

*The City Council approved a Special Use Permit (SUP-25267) to allow a 550-foot tall building within the 200-foot height limitation of the Airport Overlay District.
**The approval for Site Development Plan Review (SDR-25265) requires the removal of all substandard public street improvements and replacing them with new improvements meeting Downtown Master Plan Standards.

EM

DEVELOPMENT STANDARDS

Pursuant to the approved Site Development Plan Review (SDR-25265) for this site and Title 19 Appendix F Interim Downtown Las Vegas Development Standards, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	35,000 SF	N/A
Min. Lot Width	100 Feet	250 Feet	Y
Min. Setbacks • Front • Side • Corner • Rear	 70% of 1st story at setback N/A 70% of 1st story at setback N/A	 0 Feet 0 Feet 0 Feet 0 Feet	 Y N/A Y N/A
Max. Lot Coverage	Limited by setbacks	100 %	Y
Max. Building Height	N/A	100 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Enclosed by building	Y
Mech. Equipment	Screened	Screened	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Gass Avenue	Major Collector	Master Plan of Streets and Highways Map	80	Y
1st Street	Major Collector	Master Plan of Streets and Highways Map	80	Y

Pursuant to the approved Site Development Plan Review (SDR-25265) for this site, the following standards apply:

Streetscape Standards	*Required*	*Provided*	*Compliance*
East/West Streets (Gass Avenue)	(1) 24” box shade tree at 15-20’ intervals [7 trees required]	(7) 24” box trees	Y
North/South Streets (1st Street)	(1) 25’ min height palm tree at 30’ intervals [10 trees required]	(12) 25’ tall palm trees	Y
ROW improvements	10’ sidewalk	10’ sidewalk	Y
	5’ amenity zone	5’ amenity zone	Y

EM

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Multi-Family Residential: 1BR units	392 units	1.25 spaces per unit	490				
2BR units	308 units	1.75 spaces per unit	539				
Guest Parking	700 units	1 space per 6 units	117				
Commercial, Other Than Listed	15,000 SF	1 space per 175 SF GFA	86				
TOTAL SPACES REQUIRED			1232		715		Y*
Regular and Handicap Spaces Required			1210	22	700	15	Y*

*Projects located within the Downtown Las Vegas Overlay - Area 1 are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Extension of Time: SDR-25265; SUP-25265; SUP-25267

Project Address (Location) SE corner of Gas Avenue & 1st Street

Project Name Solterra Towers **Proposed Use** Mixed-Use

Assessor's Parcel #(s) 139-34-410-023; 024; 025; and 139-34-310-028 **Ward #** 3

General Plan: Existing C-M Proposed _____ **Zoning:** Existing C-2 Proposed _____

Additional Information _____

Property Owner Solterra Holdings Nevada LLC Contact Mike Bosa

Address 460 Frasier View Place City Delta State BC Zip V3M6H4

E-mail mikebosa@solterradev.com Phone 604-657-4014

Applicant Solterra Holdings Nevada LLC Contact Mike Bosa

Address 460 Frasier View Place City Delta State BC Zip V3M6H4

E-mail mikebosa@solterradev.com Phone 604-657-4014

Representative Law Office of John T Moran III LLC Contact John T Moran III

Address 11700 W. Charleston Blvd Ste 170-81 City Las Vegas State NV Zip 89135

E-mail JT@JT3Law.com Phone 702-372-1842

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)** _____

Partner(s) _____

- 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 the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Guerrino Nichele

20-0346
12/11/2020

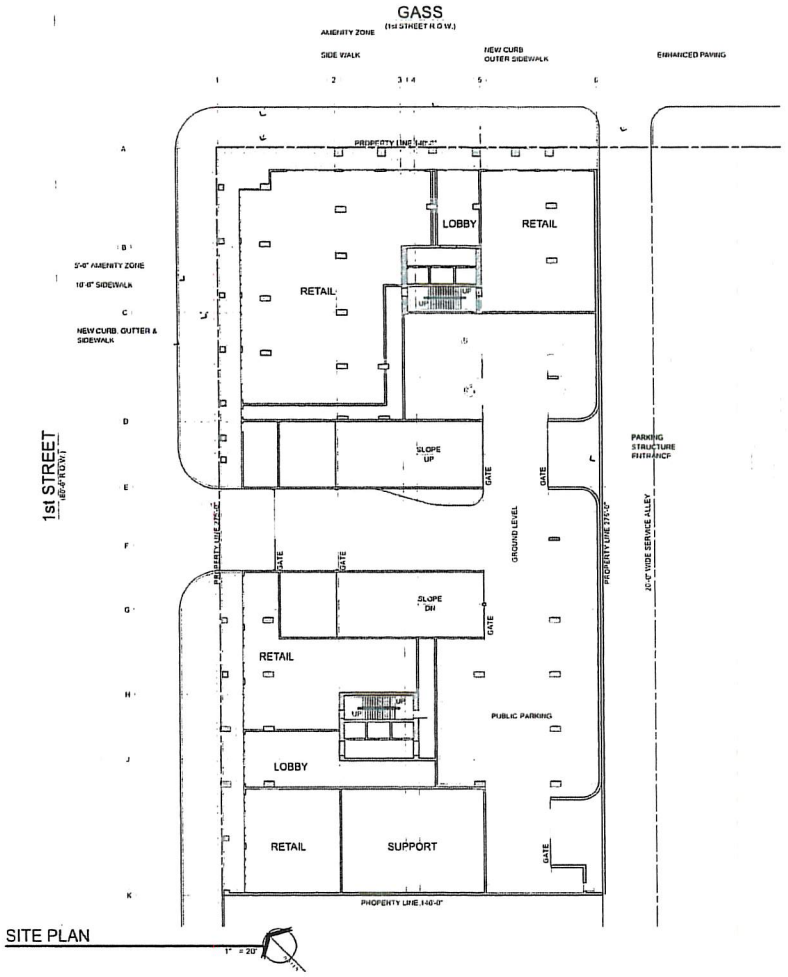
Amy Lowe
Barrister & Solicitor
2300 – 925 West Georgia St.
Vancouver, B.C. V6C 3L2
Tel: 604.685.8186

Subscribed and sworn before me

This 10th day of December, 20 20.

_____

Notary Public in and for said County and State



VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER	139-34-410-023, 024, 025 & 139-34-310-028
JURISDICTION	CITY OF LAS VEGAS 89101
EXISTING GENERAL PLAN	C-MU
EXISTING ZONING PROPOSED ZONING	C-2
SITE AREA	15,500 NSF .55 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	0'-0"

MAX HEIGHT ACTUAL HEIGHT	MAX CENTENNIAL PLAN 55'-0", 50 STORIES
LOT COVERAGE ALLOWED ACTUAL LOT COVERAGE	N/A 100%

BUILDING QUANTITIES

BUILDING QUANTITIES: COMMERCIAL SQUARE FOOTAGE CONDOMINIUM UNITS	10,000 SF 100 UNITS

PARKING AREA

BUILDING AREA COMMERCIAL UNITS	PROVIDED PARKING 15,000 SF @ 1/300 = 15 100 UNITS @ 1/1 = 100
STANDARD PARKING SPACES PROVIDED	493
COMPACT PARKING SPACES PROVIDED (20 %)	287
HANDICAPPED SPACES PROVIDED	3 VAN, 12 STANDARD
TOTAL PARKING	715

20-03246
12/11/2020

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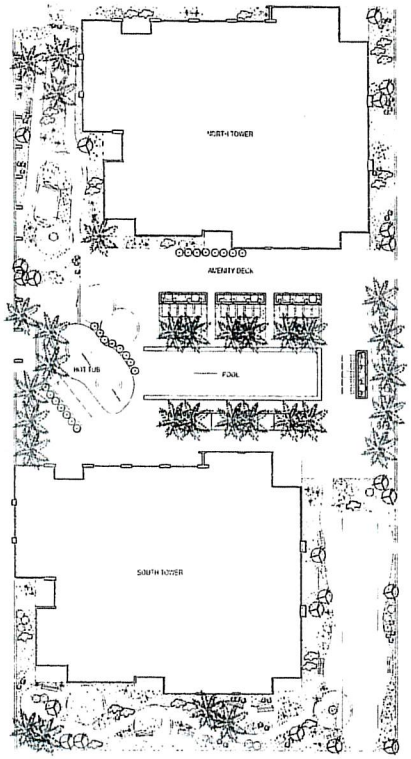
Solterra Towers
Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

EOT-77104
EOT-77105
EOT-77106

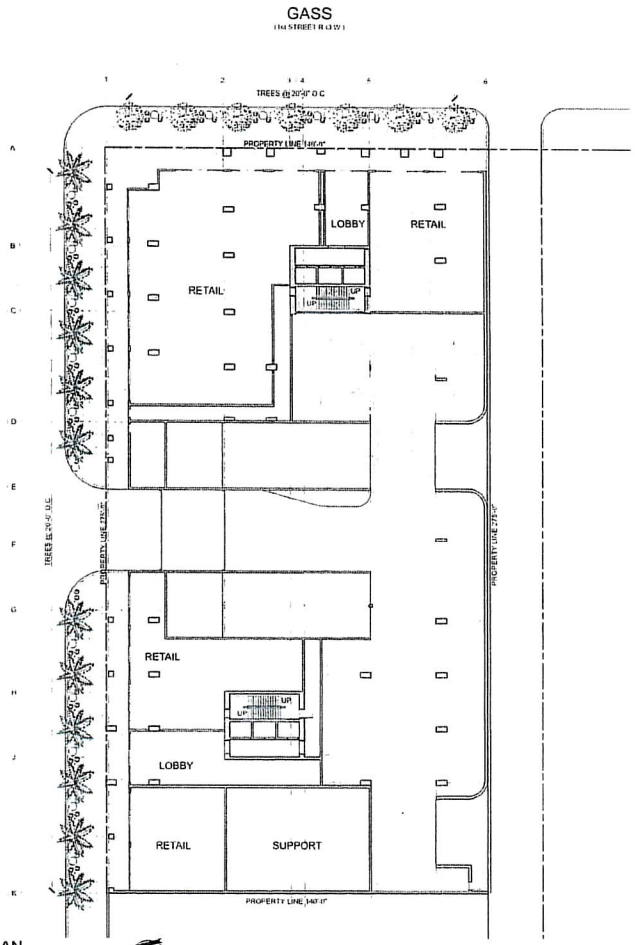
City of Las Vegas SDR Submittal 10.22.07
City of Las Vegas SDR Submittal (Rev) 11.16.07
City of Las Vegas SDR Submittal (Rev) 12.05.07

SITE PLAN
AS100

07.118 Solterra Towers



AMENITY DECK



LANDSCAPE PLAN

Landscape Schedule			
TREES			
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	PALM	phoenix dactylifera	25' H
	SOUTHERN LIVE OAK	quercus	24" Box
	MODESTO ASH	fraxinus	24" Box
SHRUBS			
	BAJA FAIRY DUSTER	calliandra	5 gal
	DESERT HONEYSUCKLE	anisacanthus	5 gal
	RED BIRD OF PARADISE	caesalpinia	5 gal
	GREEN BUSH DAISY	euryops	15 gal
	MEXICAN BUSH SAGE	salvia leucantha	5 gal
GROUND COVER			
	DESERT CARPET	eriophyllum lanatum	5 gal
	LANTANA	lantana	1 gal
	REGAL MIST FOUNTAIN GRASS	muhlenbergia capillaris 'regal mist'	5 gal
ROCK MULCH	SIZE	COLOR	DEPTH
	3/4" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEEP

APTUS|Architecture

20-0346
12/11/2020

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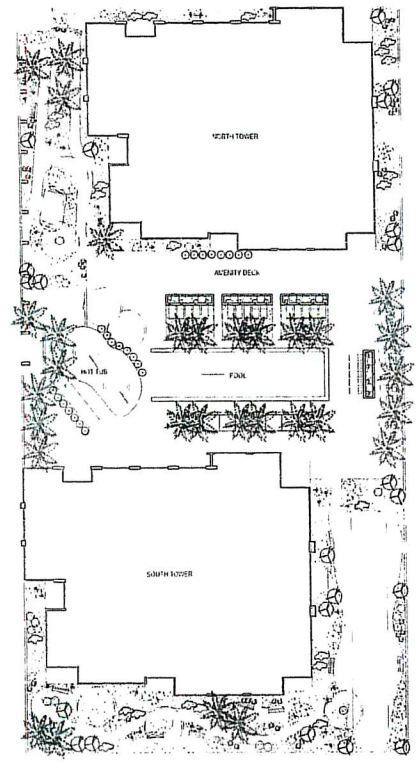
City of Las Vegas

Solterra Towers
Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

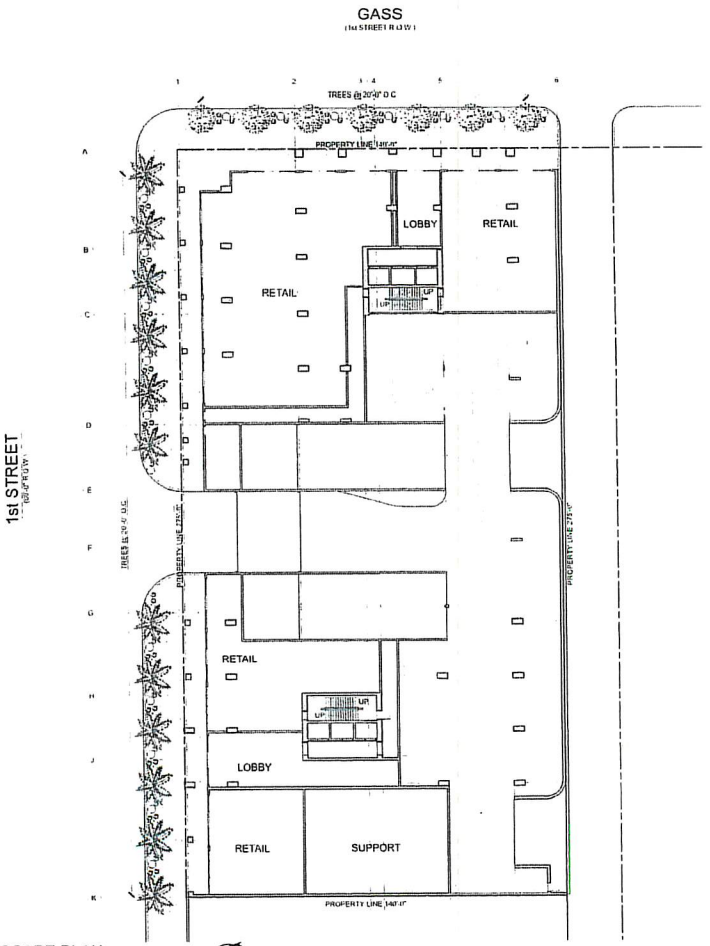
EOT-77104
EOT-77105
EOT-77106

City of Las Vegas SDR Submittal 10.23.07
City of Las Vegas SDR Submittal (Rev.) 11.15.07
City of Las Vegas SDR Submittal (Rev.) 12.05.07

PLANTING PLAN
L.00



AMENITY DECK 1" = 20'



LANDSCAPE PLAN 1" = 20'

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20-0346
12/11/2020

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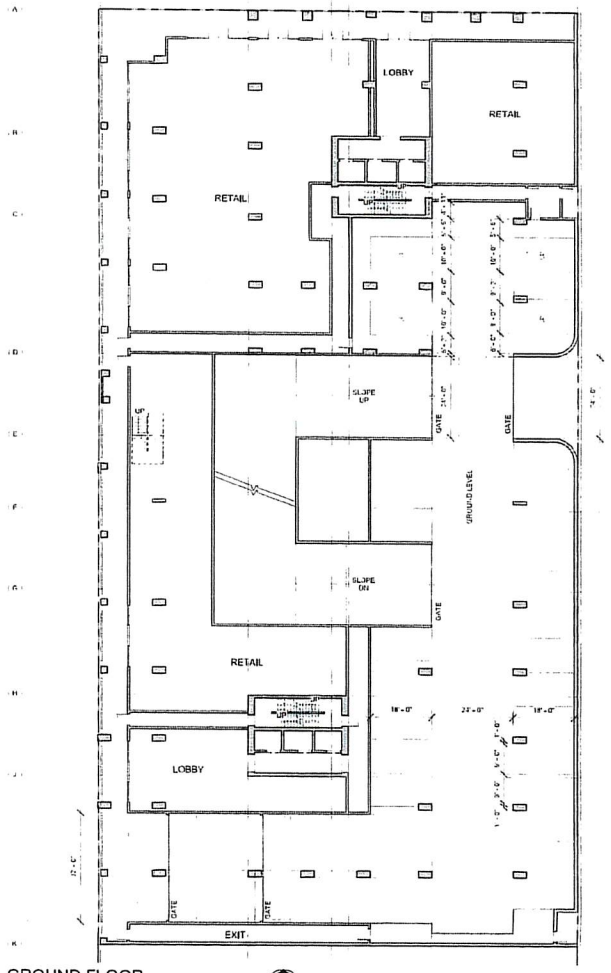
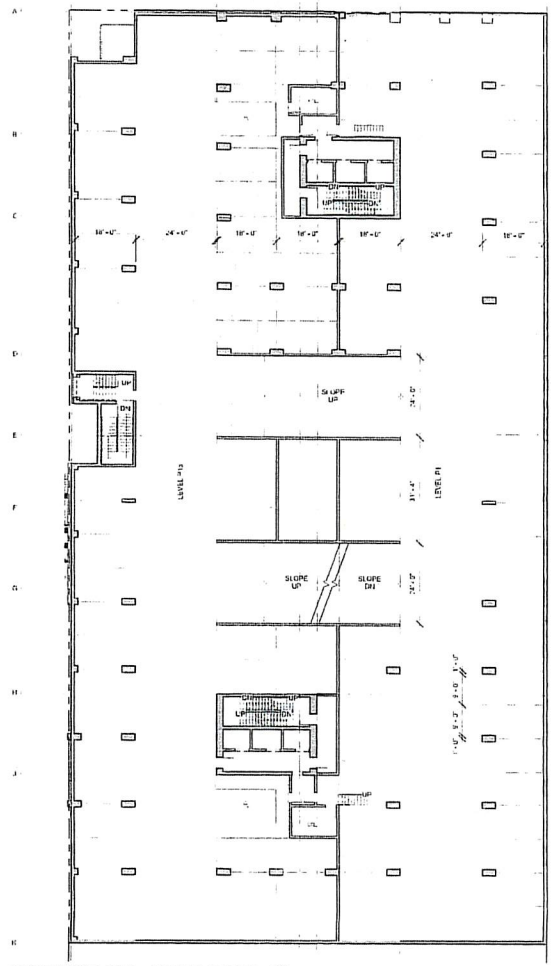
City of Las Vegas SDR Submittal (Rev) 11.16.07
City of Las Vegas SDR Submittal (Rev) 12.05.07

PLANTING PLAN
L00

07118 Solterra Towers



GROUND FLOOR



BASEMENT, 2ND - 8TH FLOORS

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20-0346
12/11/2020

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City of Las Vegas

Solterra Towers
Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

EOT-77104
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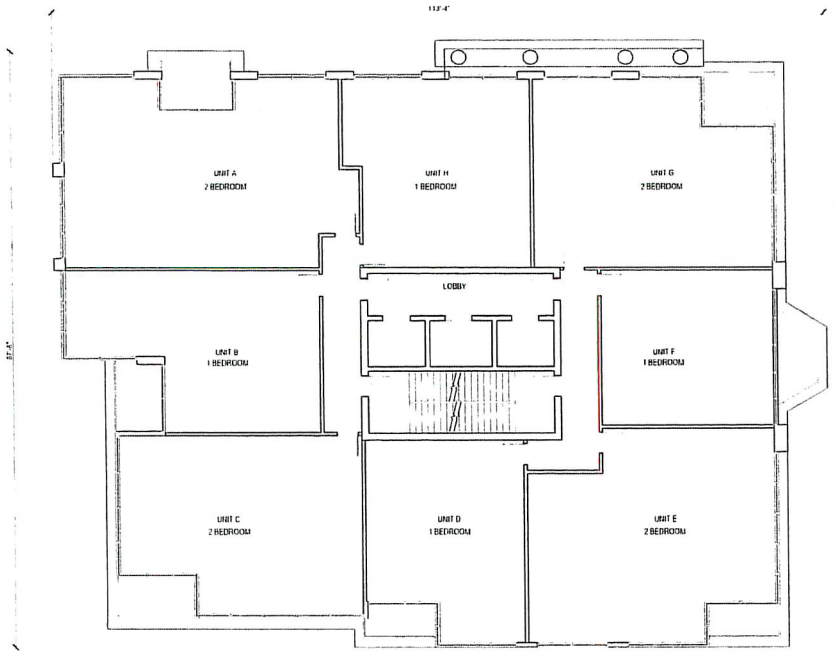
EOT-77106

BASEMENT THRU 8TH FLOORS

A100



TYPICAL FLOORPLATE 9-30

TYPICAL FLOORPLATE 31-50

20-0346
12/11/2020

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City of Las Vegas

Solterra Towers
Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

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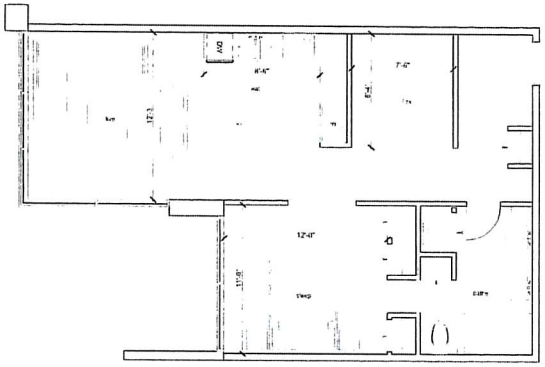
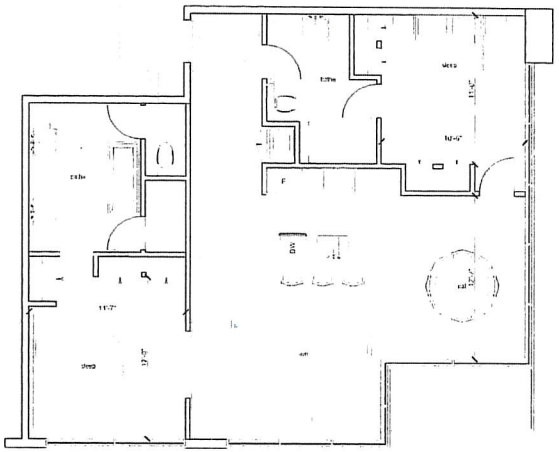
TYPICAL FLOORPLATES
FLOORS 9-50

A102



TYPICAL 1 BEDROOM



TYPICAL 2 BEDROOM

20-0346
12/11/2020

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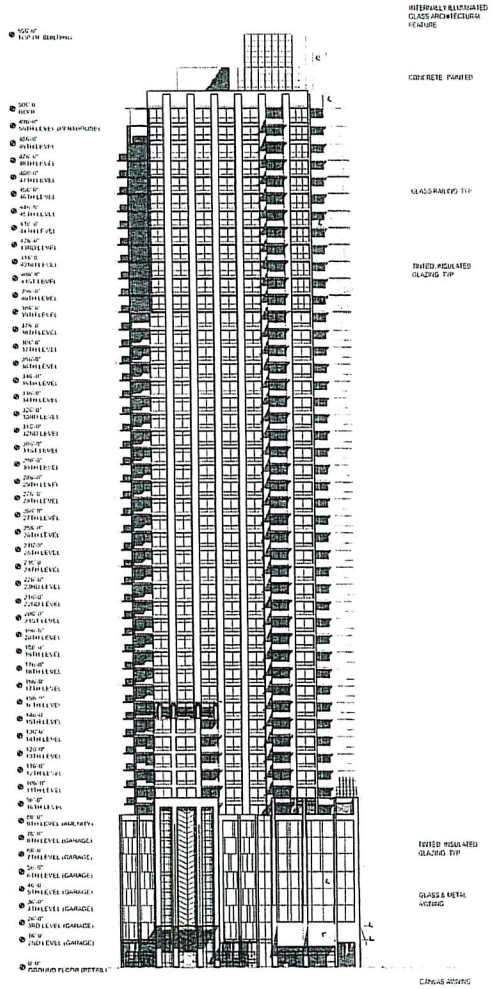
Dept of Planning
City of Las Vegas

Solterra Towers
Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

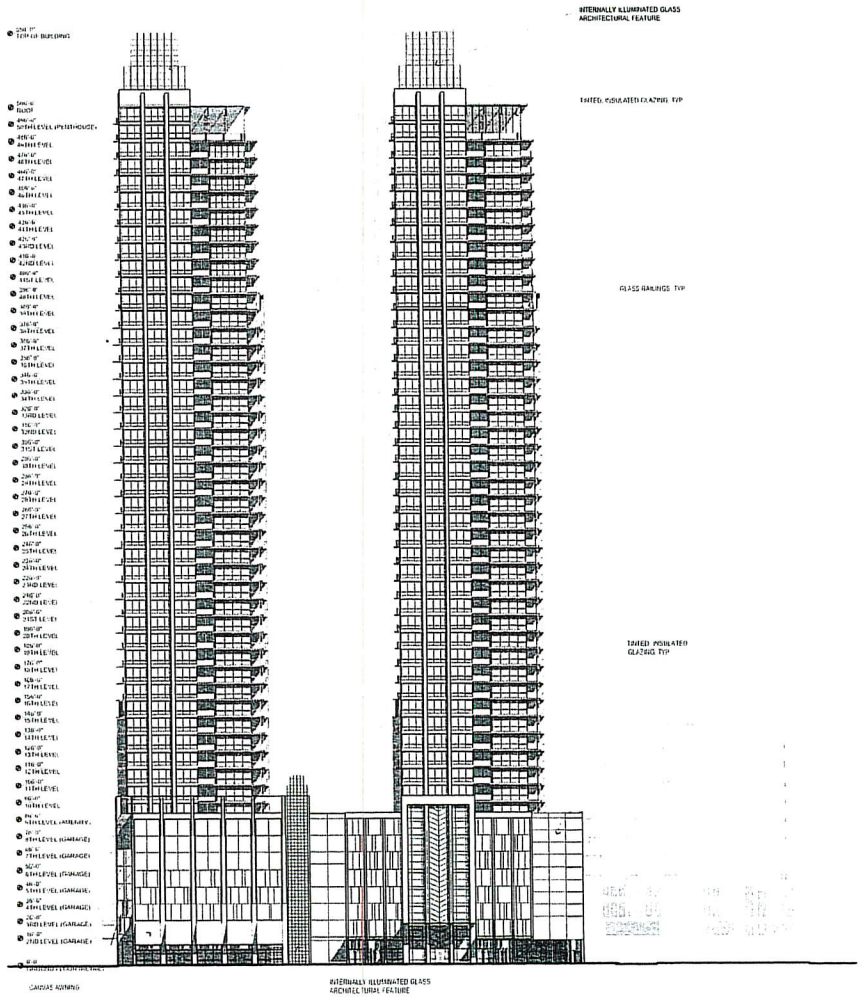
EOT-77104
EOT-77105
EOT-77106

TYPICAL UNIT PLANS



NORTH ELEVATION

1/32" = 1'-0"



WEST ELEVATION

1/32" = 1'-0"

20-0346
12/11/2020

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Solterra Towers
Site Development Review
Gass Avenue and 1st Street
Las Vegas, Nevada 89101

EOT-77104
EOT-77105
EOT-77106

BUILDING ELEVATIONS

A200

20-0346 - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC
SOUTHEAST CORNER OF GASS AVENUE AND 1ST STREET

01/05/21

20-0346 - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC
SOUTHEAST CORNER OF GASS AVENUE AND 1ST STREET

01/05/21

20-0346 - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC
SOUTHEAST CORNER OF GASS AVENUE AND 1ST STREET

01/05/21

AS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
.AS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

January 14, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: SUP-25267 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO SUP-25268 AND SDR-25265

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED 550-FOOT BUILDING WITHIN THE A-O (AIRPORT OVERLAY) DISTRICT WHERE THE HEIGHT LIMITATION IS 200 FEET on the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-M (Commercial/Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under Title 19.06.080 for a project in the A-O (Airport Overlay) District.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069), Special Use Permit (SUP-25267) and Site Development Plan Review (SDR-25265) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

20-0346
12/11/2020

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

20-0346
12/11/2020

AS VEGAS CITY COUNCIL

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CITY OF LAS VEGAS
400 STEWART AVENUE
AS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

January 14, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: SUP-25268 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO SUP-25267 AND SDR-25265

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-M (Commercial/ Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Mixed-Use use.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069), Special Use Permit (SUP-25267) and Site Development Plan Review (SDR-25265) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

20-0346
12/11/2020

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

20-0346
12/11/2020

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
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CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

January 14, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: SDR-25265 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO SUP-25267 AND SUP-25268

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 50-STORY MIXED USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS on 0.72 acres at the southeast corner of 1st Street and Gass Avenue (APNs 139-34-410-023, 024, 025 and 139-34-310-028), C-M (Commercial/Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069) and Special Use Permits (SUP-25267 and SUP-25268) shall be required.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The existing chain link construction fence must be brought into conformance with the Construction Standards outlined in Subsection VII.C.8 of the Downtown Centennial Plan.

4. All development shall be in conformance with the site plan and landscape plan, date stamped 12/05/07, and building elevations, date stamped 11/07/07 and 11/20/07, except as amended by conditions herein.

5. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a tentative map, to reflect the changes herein. Specifically, the streetscape and off-site improvements at the intersection of 1st Street and Gass Avenue and along South 1st Street must comply with Graphic 5 of Section V of the Downtown Centennial Plan.

6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: tabulate all tree heights along with the quantities and sizes of all trees and shrubs.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. 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.

13. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

14. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

15. Prospective buyers shall be informed that views may be obscured by future adjacent development and this information shall be included in project CC & R's.

16. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

18. A revised west elevation plan shall be submitted to and approved by the Planning and Development Department prior to the time application is made for a tentative map, to reflect the changes herein. Specifically, the revised elevation shall make the necessary changes to reflect the 1st Street parking entrance as referenced on the site plan, date stamped 12/05/07.

Public Works

19. Dedicate a 10-foot radius on the southeast corner of 1st Street and Gass Avenue adjacent to this site prior to the issuance of any permits.

20. Coordinate with the City Surveyor to determine whether a Merger and Re-Subdivision Map or other map is necessary; comply with the recommendations of the City Surveyor.

21. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All new improvements shall be constructed to the Downtown Centennial Plan Standards, unless specifically allowed otherwise through conditions herein. Include an offsite Geotechnical Pavement Design recommendation for all asphalt pavement required for completion of this project.

22. Coordinate with the Collection System Planning Section of the Department of Public Works to determine an appropriate location for public sewer connection to this site, prior to the issuance of any permits. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

23. A Traffic Impact Analysis that includes a queuing analysis for the proposed driveways must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No

recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

24. A Drainage Plan and Technical Drainage Study for all of the parcels Rezoned with ZON-25069, must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

25. Landscape and maintain all unimproved rights-of-way, if any, on First Street and Gass Avenue adjacent to this site. 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.

26. Submit an Encroachment Agreement for all landscaping, if any, located in the First Street and Gass Avenue public rights-of-way adjacent to this site prior to occupancy of this site.

27. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings,

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

MORANGROUP

December 1, 2020

DEPARTMENT OF PLANNING & ZONING
CITY OF LAS VEGAS
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: Solterra Development Company
Request for Extension of Time
SDR-25265, SUP-25268 & SUP-25267

To Whom It May Concern:

Our office represents the property owner and Applicant of Assessor's Parcel Number(s) 139-34-410-023, 024 & 025 and 139-34-310-028, SOLTERRA HOLDINGS NEVADA LLC (the "Owner"). The property is generally located on the southeast corner of Gass Avenue and 1st Street, in Las Vegas, Nevada (the "Site"). The Site is zoned C-2 (General Commercial) and is within Ward 3.

The Owner/Applicant has previously been approved and the Site has been previously found suitable for a Special Use Permit and Site Development Plan Review for a proposed 50-story Mixed-Use Development including 15,000 square feet of commercial space and approximately 700 residential condominium units at this location.

The Owner/Applicant has previously requested and has been, likewise, approved a number of prior extensions of time on this and desired Project based upon the anticipated costs of construction and the Owner's hesitation in terms of proceeding with foreign investments in the current financial climate in the United States. The Owner/Applicant simply wants to get this Project right and considering the magnitude or sizing hereof/thereof. That having been said, Owner/Applicant is still desirous of bringing this project to fruition but needs additional time and, thus, this subsequent request for Two-Year (2) Extension of Time is being made.

Unfortunately, and sadly so, Governor Steve Sisolak issued a Declaration of Emergency in response to the COVID-19 pandemic on March 12, 2020. The next day, March 13, 2020, the President of the United States declared a nationwide emergency pursuant to Section 501(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C Sections 5121-5207. To mitigate the spread of this deadly virus, the CDC recommended putting as much distance between people as possible and wearing face coverings. Governor Sisolak, in Directive 021, also

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12/1/2020

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recommended social distancing and mandated the wearing of face masks by employees interfacing with the public. Recently, and on November 11, 2020, Governor Sisolak announced an alarming increase in new COVID-19 cases in Nevada. The Governor requested all individuals to stay in as much as possible, and to wear face coverings at all times. Beginning on November 24, 2020, Governor Sisolak announced a statewide "pause" to further mitigate the spread of COVID-19.

It is very much unclear whether business will get back to normal and regardless of how badly and passionately we, as Nevadans, want so. Many folks are out of work. The construction trade has become very unpredictable. Many materials, once readily available, are no longer available or on significant delivery delays. Many subcontractors, once readily available, are no longer available. The cost to operate a "worksite" has changed and therefore budgets must be re-tooled or refabricated. And, last but not exhaustive of all the uncertainty and delays associated with same and as a result of same, the materials have become greatly in demand having caused a significant premium to procure. Rest assured however, we will bring these projects forward much to the satisfaction of the City of Las Vegas, its constituency, as well as those wishing and choosing to make Las Vegas their home. We just have completely lost a year or so and as result of the "waves" of transmission and the inevitable result of the COVID-19 virus. We are optimistic for a vaccine even though maybe not the 100% solution to our current problems. It is going to take a very long time for the City and Southern Nevada to recover. But strong and good leadership will greatly increase the speed at which we recover, and Nevadans are strong, we are survivors.

We respectfully request an extension of time until January of 2023. Thank you in advance for your consideration. If you have any questions or need anything further, please do not hesitate to contact me personally. I remain,

Very truly yours,

John J. Moran III, ESQ.

cc: Mr. Mike Bosa, Solterra Group of Companies/Niradia

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12/11/2020

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AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
39a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0346-EOT1 - ABEYANCE ITEM - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - For possible action on a request for an eighth Extension of Time of an approved Site Development Plan Review (SDR-25265) FOR A PROPOSED 50-STORY MIXED-USE DEVELOPMENT INCLUDING 15,000 SQUARE FEET OF COMMERCIAL SPACE AND 700 RESIDENTIAL CONDOMINIUM UNITS

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 DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
39b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0346-EOT2 - ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - For possible action on a request for an eighth Extension of Time of an approved Special Use Permit (SUP-25267) FOR A PROPOSED 550-FOOT BUILDING WITHIN THE A-O (AIRPORT OVERLAY) DISTRICT WHERE THE HEIGHT LIMITATION IS 200 FEET

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 DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
39c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0346-EOT3 - ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - For possible action on a request for an eighth Extension of Time of an approved Special Use Permit (SUP-25268) FOR A MIXED-USE DEVELOPMENT

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 DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
40

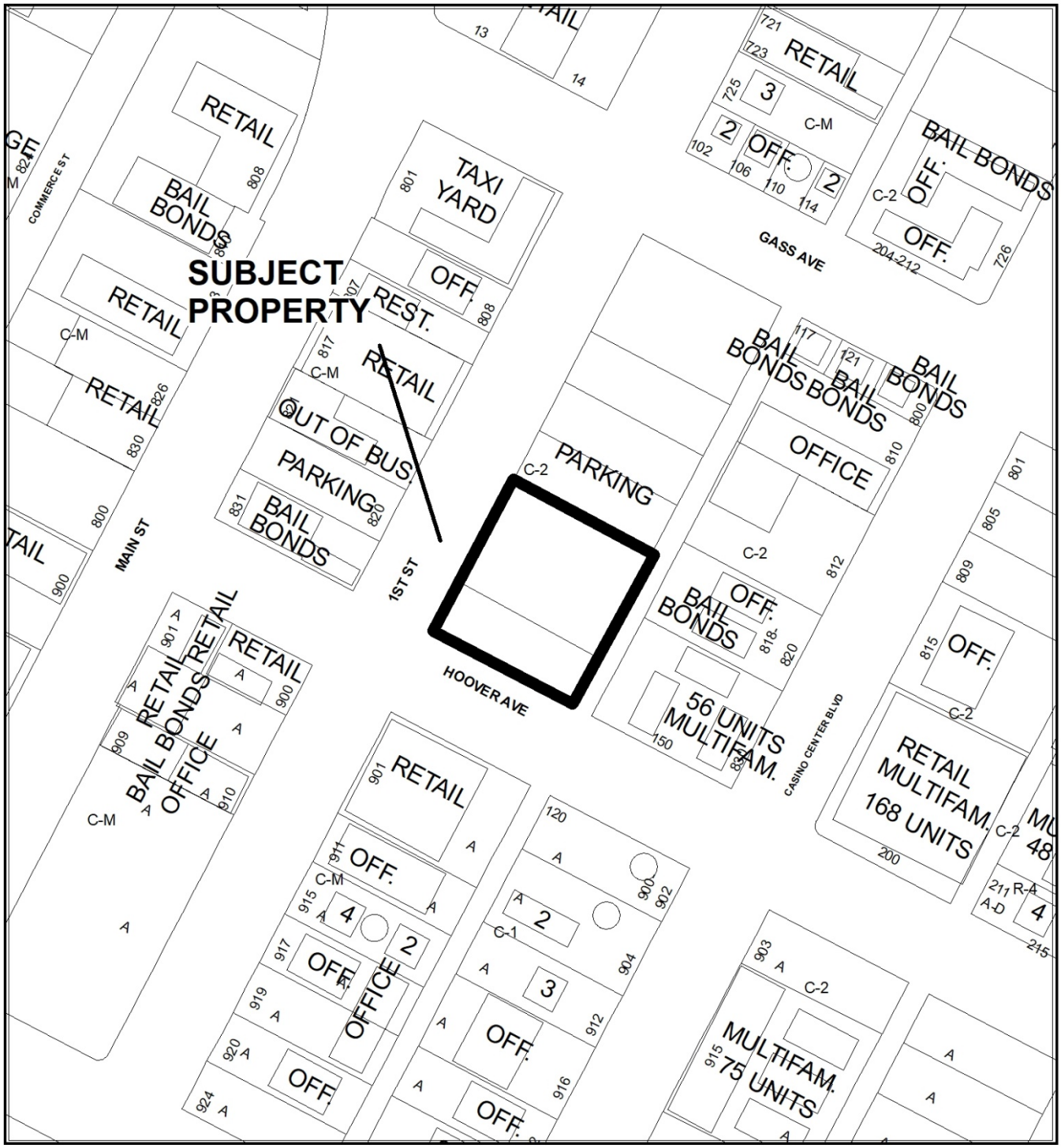
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0347 - ABEYANCE ITEM - NONPUBLIC HEARING - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC - For possible action on the following Land Use Entitlement project requests on 0.48 acres at the northeast corner of Hoover Avenue and 1st Street (APNs 139-34-410-021 and 022), C-2 (General Commercial) Zone, Ward 3 (Diaz). Staff recommends DENIAL on the Land Use Entitlement project.

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 DENIAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SUP-25070
6. City Council Approval Letter - SDR-25072
7. Justification Letter


SUBJECT PROPERTY
RETAIL
BAIL BONDS
TAXI YARD
OFF.
REST.
OUT OF BUS.
PARKING
OFFICE
BAIL BONDS BONDS
56 UNITS MULTIFAM.
RETAIL MULTIFAM. 168 UNITS
MULTIFAM. 75 UNITS
GASS AVE
HOOVER AVE
1ST ST
MAIN ST
COMMERCE ST
CASINO CENTER BLVD
C-M
C-2
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CASE: 20-0347

CASE: 20-0347

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City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 3, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0347-EOT1	Staff recommends DENIAL, if approved subject to conditions:	
20-0347-EOT2	Staff recommends DENIAL, if approved subject to conditions:	20-0347-EOT1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

EM

** CONDITIONS **

20-0347-EOT1 CONDITIONS

Planning

1. This approval shall expire January 9, 2022 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval for Special Use Permit (SUP-25070) and all other site related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

20-0347-EOT2 CONDITIONS

Planning

1. This approval shall expire January 9, 2022 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval for Site Development Plan Review (SDR-25072) and all other site related actions as required by the Department of Planning and the Department of Public Work.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting Extensions of Time for approved entitlements related to a proposed 14-story mixed-use development at the northeast corner of Hoover Avenue and 1st Street.

ISSUES

- These are the eighth Extension of Time requests for the applicable related approvals for the proposed mixed-use development.

The applicant is requesting Extensions of Time for the following entitlements, approved January 9, 2008:

- A Special Use Permit (SUP-25070) for a Mixed-Use development;
- A Site Development Plan Review (SDR-25072) for a proposed 14-story mixed-use development including 5,000 square feet of commercial space and 130 residential condominium units.

The approvals were granted extensions every two years until 2016. After that time, staff recommended one-year extensions until 2018 when the City Council granted a two-year extension. The most recent request was in October 2019, when the City Council again granted a one-year extension. The applicant states that the ongoing delay is due to financial concerns given the cost of construction materials and the uncertainty of foreign investment for such a large project. The applicant also cites restrictions associated with the COVID-19 pandemic as cause for delay. Other reasons previously given include a lagging market for high rise construction since the mid-2000s recession, difficulty designing adjacent to tall above-ground electrical transmission lines and the desire to jointly phase both this project and another planned project at the southwest corner of Hoover Avenue and 3rd Street. The applicant has made a significant investment into the property and wishes to complete the project but requests additional time to accomplish the required steps to do so.

From 2015 to 2017 the site was approved and used as a temporary parking lot for a cab company. From 2017 to 2019 the site was used as a staging area and Temporary Contractor's Construction Yard in conjunction with completion of nearby public street improvements. The Temporary Commercial Permit (TCP-72146) associated with this use expired on November 23, 2019.

EM

No building plans for the approved mixed-use development have been submitted for review. Per Title 19.16, a Site Development Plan Review and in this case a Special Use Permit is considered exercised once a valid building permit for the principal structure is issued.

FINDINGS (20-0347-EOT1 and EOT2)

Thirteen years past the date of the original project approval, the applicant still has not exercised the Special Use Permit or Site Development Plan Review approvals. Building plans have not yet been submitted for review. The applicant has not demonstrated the ability to develop the site in a timely manner; therefore, staff recommends denial of these requests for Extension of Time. If approved, a one-year time limit is recommended for the extensions. If the Extension of Time requests are denied, SUP-25070 and SDR-25072 would expire January 9, 2021.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/09/08	The City Council approved a request for Rezoning (ZON-25069) from C-M (Commercial/Industrial) to C-2 (General Commercial) on 1.28 acres adjacent to the east side of 1st Street, between Hoover Avenue and Gass Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Special Use Permit (SUP-25070) for a Mixed-Use Development adjacent to the northeast corner of 1st Street and Hoover Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-25072) for a proposed 14-story Mixed-Use Development including 5,000 square feet of commercial space and 130 residential condominium units on 0.40 acres adjacent to the northeast corner of 1st Street and Hoover Avenue. The Planning Commission and staff recommended approval.
01/20/10	The City Council approved a request for a first Extension of Time (EOT-36812) of a previously approved Special Use Permit (SUP-25070) for a proposed Mixed-Use Development at the northeast corner of 1st Street and Hoover Avenue. Staff recommended approval.
	The City Council approved a request for a first Extension of Time (EOT-36813) of a previously approved Site Development Plan Review (SDR-25072) for a proposed 14-story Mixed-Use Development including 5,000 square feet of commercial space and 130 residential condominium units at the northeast corner of 1st Street and Hoover Avenue. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/15/12	The City Council approved a request for a second Extension of Time (EOT-44294) of a previously approved Special Use Permit (SUP-25070) for a proposed Mixed-Use Development at 823 South 1st Street and 102 Hoover Avenue. Staff recommended approval.
	The City Council approved a request for a second Extension of Time (EOT-44293) of a previously approved Site Development Plan Review (SDR-25072) for a proposed 14-story Mixed-Use Development including 5,000 square feet of commercial space and 130 residential condominium units on 0.40 acres at 823 South 1st Street and 102 Hoover Avenue. Staff recommended approval.
02/15/14	The City Council approved a request for a third Extension of Time (EOT-52334) of a previously approved Special Use Permit (SUP-25070) for a proposed Mixed-Use Development at 823 South 1st Street and 102 Hoover Avenue. Staff recommended approval.
	The City Council approved a request for a third Extension of Time (EOT-52333) of a previously approved Site Development Plan Review (SDR-25072) for a proposed 14-story Mixed-Use Development including 5,000 square feet of commercial space and 130 residential condominium units on 0.40 acres at 823 South 1st Street and 102 Hoover Avenue. Staff recommended approval.
11/18/15	The City Council approved a request for a Site Development Plan Review (SDR-60932) for a temporary parking lot with a Waiver of the Downtown Centennial Plan Development Standards on 1.26 acres on the northeast corner of 1st Street and Hoover Avenue. The Planning Commission recommended approval; staff recommended denial. The approval expired 11/18/17.
04/20/16	Code Enforcement opened a Case (165721) for a parking facility with no building permits on the southeast corner of 1st Street and Gass Avenue. The case was resolved on 11/29/17.
04/20/16	The City Council approved a request for a fourth Extension of Time (EOT-63460) of an approved Special Use Permit (SUP-25070) for a Mixed-Use development at the northeast corner of Hoover Avenue and 1st Street. Staff recommended denial.
	The City Council approved a request for a fourth Extension of Time (EOT-63462) of an approved Site Development Plan Review (SDR-25072) for a proposed 14-story Mixed-Use Development including 5,000 square feet of commercial space and 130 residential condominium units on 0.40 acres at the northeast corner of Hoover Avenue and 1st Street. Staff recommended denial.
02/15/17	The City Council approved a request for a fifth Extension of Time (EOT-68297) of an approved Special Use Permit (SUP-25070) for a Mixed-Use development at the northeast corner of Hoover Avenue and 1st Street. Staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/15/17	The City Council approved a request for a fifth Extension of Time (EOT-68301) of an approved Site Development Plan Review (SDR-25072) for a proposed 14-story Mixed-Use Development including 5,000 square feet of commercial space and 130 residential condominium units on 0.40 acres at the northeast corner of Hoover Avenue and 1st Street. Staff recommended denial.
11/21/17	Department of Planning staff approved a request for a Temporary Commercial Permit (TCP-72146) for a Temporary Contractor's Construction Yard at 101 Gass Avenue. The permit expired on 11/23/19.
01/03/18	The City Council approved a request for a sixth Extension of Time (EOT-72048) of an approved Special Use Permit (SUP-25070) for a Mixed-Use development at the northeast corner of Hoover Avenue and 1st Street. Staff recommended denial.
	The City Council approved a request for a sixth Extension of Time (EOT-72049) of an approved Site Development Plan Review (SDR-25072) for a proposed 14-story Mixed-Use Development including 5,000 square feet of commercial space and 130 residential condominium units on 0.40 acres at the northeast corner of Hoover Avenue and 1st Street. Staff recommended denial.
10/16/19	The City Council approved a request for a seventh Extension of Time (EOT-77108) of an approved Special Use Permit (SUP-25070) for a Mixed-Use development at the northeast corner of Hoover Avenue and 1st Street. Staff recommended denial.
	The City Council approved a request for a seventh Extension of Time (EOT-77107) of an approved Site Development Plan Review (SDR-25072) for a proposed 14-story Mixed-Use Development including 5,000 square feet of commercial space and 130 residential condominium units on 0.40 acres at the northeast corner of Hoover Avenue and 1st Street. Staff recommended denial.
02/03/21	The City Council unanimously voted to HOLD IN ABEYANCE to the March 3, 2021 City Council meeting the following requests: • 20-0347-EOT1 - EXTENSION OF TIME - SPECIAL USE PERMIT - For possible action on a request for an eighth Extension of Time of an approved Special Use Permit (SUP-25070) FOR A PROPOSED MIXED-USE DEVELOPMENT • 20-0347-EOT2 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - For possible action on a request for an eighth Extension of Time of an approved Site Development Plan Review (SDR-25072) FOR A PROPOSED 14-STORY MIXED-USE DEVELOPMENT INCLUDING 5,000 SQUARE FEET OF COMMERCIAL SPACE AND 130 RESIDENTIAL CONDOMINIUM UNITS

Most Recent Change of Ownership	
09/22/05	A deed was recorded for a change in ownership on APN 139-34-410-022.
03/25/08	A deed was recorded for a change in ownership on APN 139-34-410-021.

Related Building Permits/Business Licenses	
06/22/07	A building permit (92409) was issued for demolition of seven single family residential dwellings at the northeast corner of Hoover Avenue and 1st Street under the address of 101 Gass Avenue. A final inspection was completed 12/05/07.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/05/2021	A vacant lot was observed surrounded by chainlink fencing. Nothing else of concern was noted.

Details of Application Request	
Site Area	
Net Acres	0.48

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	MXU (Mixed Use)	C-2 (General Commercial)
North	Vacant	MXU (Mixed Use)	C-2 (General Commercial)
South	General Retail Store, Other Than Listed	MXU (Mixed Use)	C-M (Commercial/Industrial)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Bailbond Service Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial)
West	Bailbond Service	MXU (Mixed Use)	C-M (Commercial/Industrial)

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Master Plan (Civic & Business District)	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (200 Feet)	Y
DTLV-O (Downtown Las Vegas Overlay) District – Area 1	Y
LW-O (Live/Work Overlay) District	Y
Special Area and Overlay Districts	***Compliance***
Trails (Art Trail – 1st Street)	Y
Las Vegas Redevelopment Plan Area (Area 1)	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to the approved Site Development Plan Review (SDR-25072) for this site and Title 19 Appendix F Interim Downtown Las Vegas Development Standards, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	21,000 SF	Y
Min. Lot Width	100 Feet	125 Feet	Y
Min. Setbacks			
• Front	70% of 1st story at setback	0 Feet	Y
• Side	N/A	0 Feet	N/A
• Corner	70% of 1st story at setback	0 Feet	Y
• Rear	N/A	0 Feet	N/A
Max. Lot Coverage	Limited by setbacks	100 %	Y
Max. Building Height	N/A	14 stories/175 feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Enclosed by building	Y
Mech. Equipment	Screened	Screened	Y

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Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Hoover Avenue	Major Collector	Master Plan of Streets and Highways Map	80	Y
1st Street	Major Collector	Master Plan of Streets and Highways Map	80	Y

Pursuant to the approved Site Development Plan Review (SDR-25072) for this site, the following standards apply:

Streetscape Standards	***Required***	***Provided***	***Compliance***
East/West Streets (Hoover Avenue)	(1) 24" box shade tree at 15-20' intervals [7 trees required]	(6) 24" box trees	By condition
North/South Streets (1st Street)	(1) 25' min height palm tree at 30' intervals [5 trees required]	(5) 25' tall palm trees	Y
ROW improvements	10' sidewalk	10' sidewalk	Y
	5' amenity zone	5' amenity zone	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Multi-Family Residential: 1BR units	96 units	1.25 spaces per unit	120				
2BR units	34 units	1.75 spaces per unit	60				
Guest Parking	130 units	1 space per 6 units	22				
Commercial, Other Than Listed	5,000 SF	1 space per 175 SF GFA	29				
TOTAL SPACES REQUIRED			231		133		Y*
Regular and Handicap Spaces Required			224	7	130	3	Y*

*Projects located within the Downtown Las Vegas Overlay - Area 1 are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

EM

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Extension of Time: SDR-25072 and SUP-25070

Project Address (Location) NE corner of Gas Avenue & 1st Street

Project Name Solterra Lofts **Proposed Use** Mixed-Use

Assessor's Parcel #(s) 139-34-410-021; 022 **Ward #** 3

General Plan: Existing C-M Proposed _____ **Zoning:** Existing C-2 Proposed _____

Additional Information _____

Property Owner Solterra Holdings Nevada LLC **Contact** Mike Bosa

Address 460 Frasier View Place City Delta State BC Zip V3M6H4

E-mail mikebosa@solterradev.com Phone 604-657-4014

Applicant Solterra Holdings Nevada LLC **Contact** Mike Bosa

Address 460 Frasier View Place City Delta State BC Zip V3M6H4

E-mail mikebosa@solterradev.com Phone 604-657-4014

Representative Law Office of John T Moran III LLC **Contact** John T Moran III

Address 11700 W. Charleston Blvd Ste 170-81 City Las Vegas State NV Zip 89135

E-mail JT@JT3Law.com Phone 702-372-1842

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)** _____

Partner(s) _____

- 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 the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Guerrino Nichele

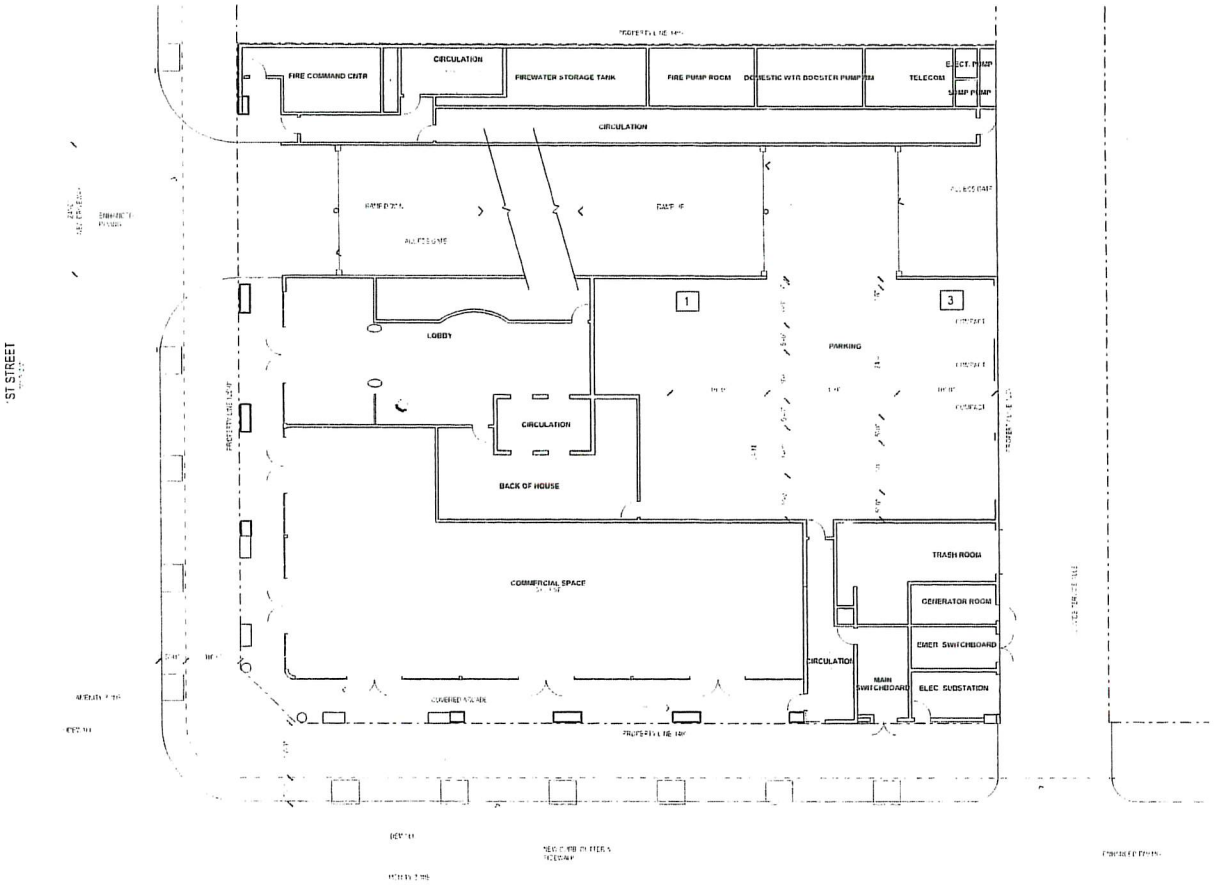
Subscribed and sworn before me

This 10th day of December, 20 20.

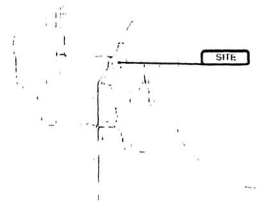
Notary Public in and for said County and State

Amy Lo[illegible]
Barrister & Solicitor
2300 – 925 West Georgia St.
Vancouver, B.C. V6C 3L2
Tel: 604.685.8186

20-0347
12/11/2020



SITE PLAN



VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

BUILDING QUANTITIES

PARKING AREA

RECEIVED
JUL 23 2019
Dept of Planning
City of Las Vegas

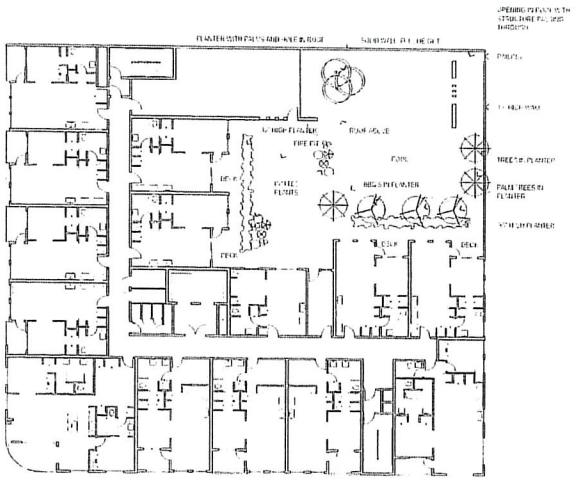
20-0347
12/11/2020

APTUS Architecture

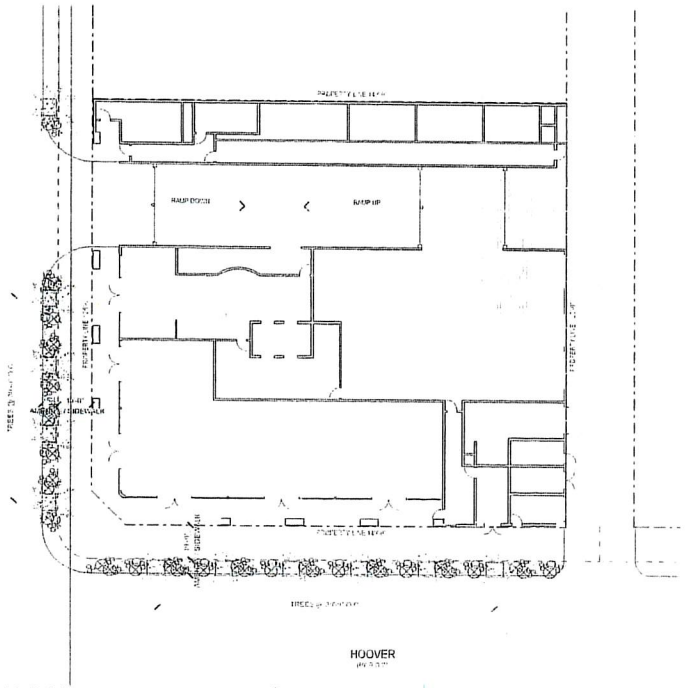
Solterra Lofts
Site Development Review
Hoover & 1st street
Las Vegas, Nevada 89101

EOT-77107
EOT-77108

SITE PLAN
AS101



AMENITY DECK



LANDSCAPE PLAN

Landscape Schedule

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	DATE PALM		
	SOUTHERN LIVE OAK		
	DESERT WILLOW		
	MESQUITE		
	DESERT MUSEUM PALO VERDE		
	DESERT MUESLI SHRUB		

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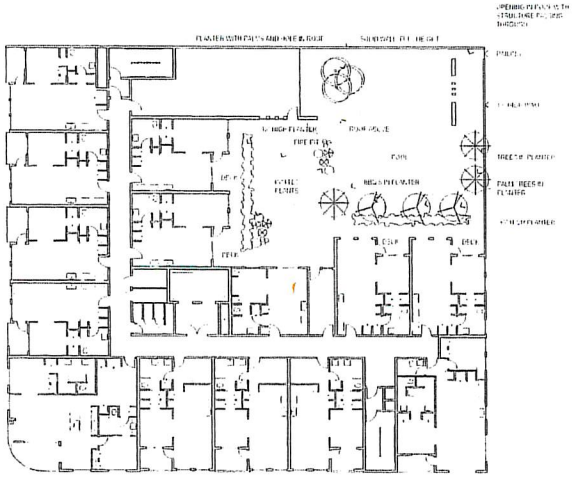
Hoover & 1st street
Las Vegas, Nevada 89101

EOT-77107
EOT-77108

LANDSCAPE PLAN
L100



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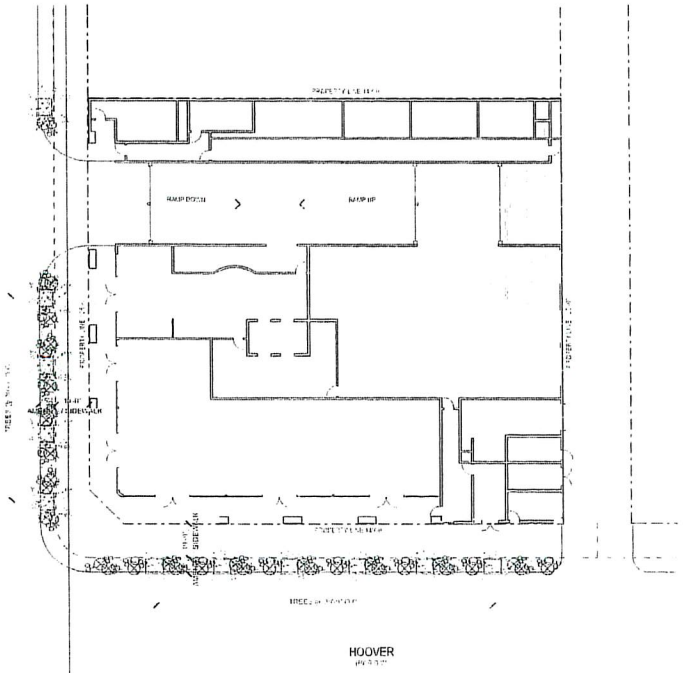

LANDSCAPE PLAN

Landscape Schedule

SYMBOL	QUANTITY/NAME	BOTANICAL NAME	SIZE
	EXISTING TREE		
	SOUTHERN LIVE OAK		
	DESERT WILLOW		
	MYRTLE		
	FEATHER REED GRASS		
	ITALIAN BUCKTHORN		
	DESERT MARIGOLD		
	BLUE RUG JUNIPER		
	DECIDUOUS ORNAMENTAL		

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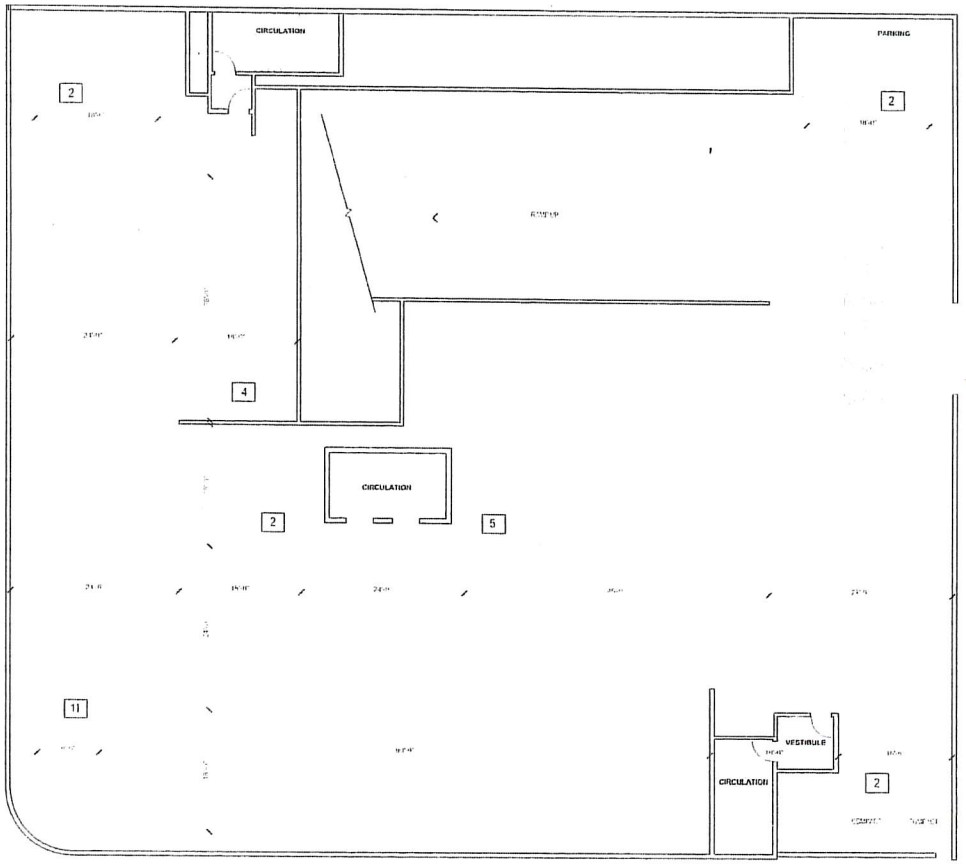

BASEMENT

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BASEMENT
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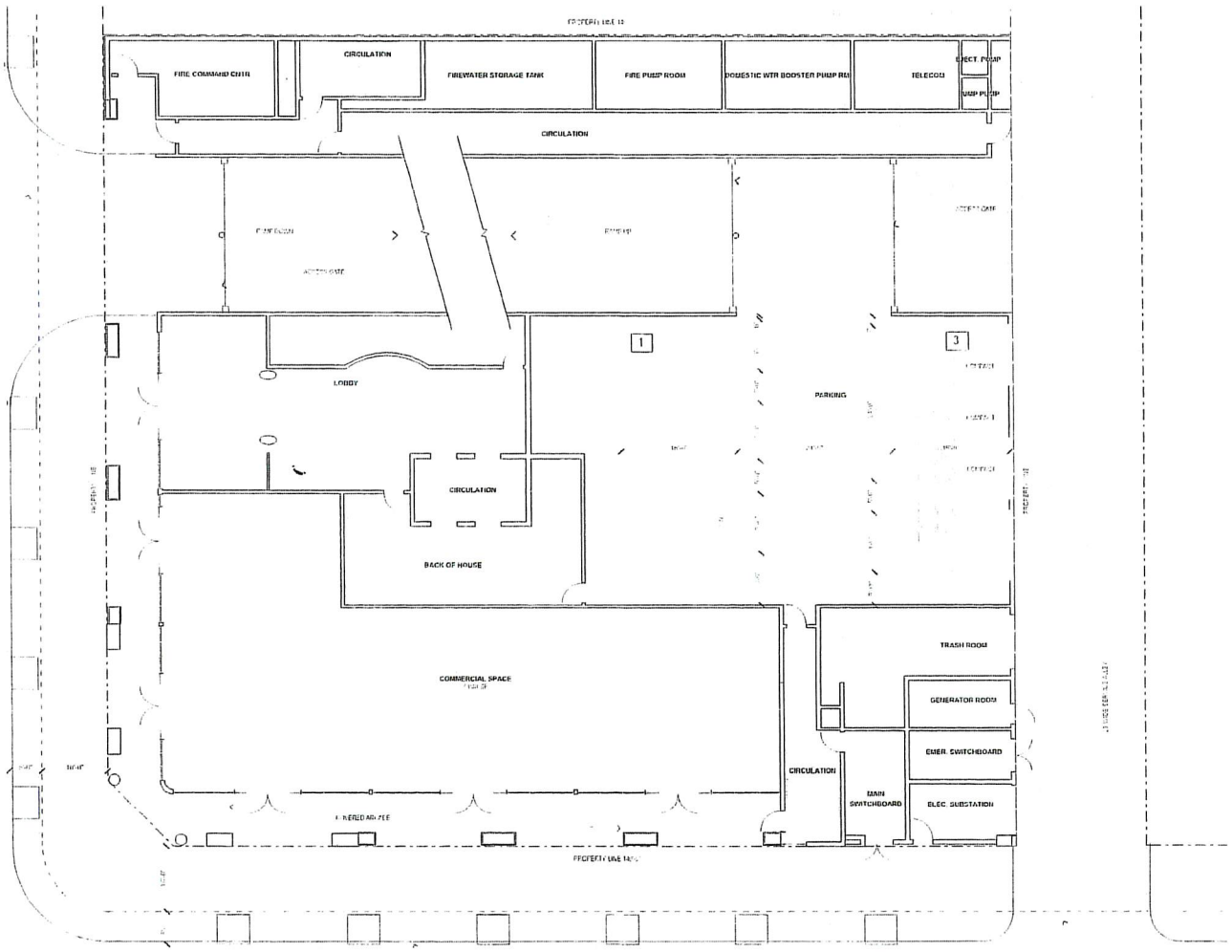

FIRST FLOOR

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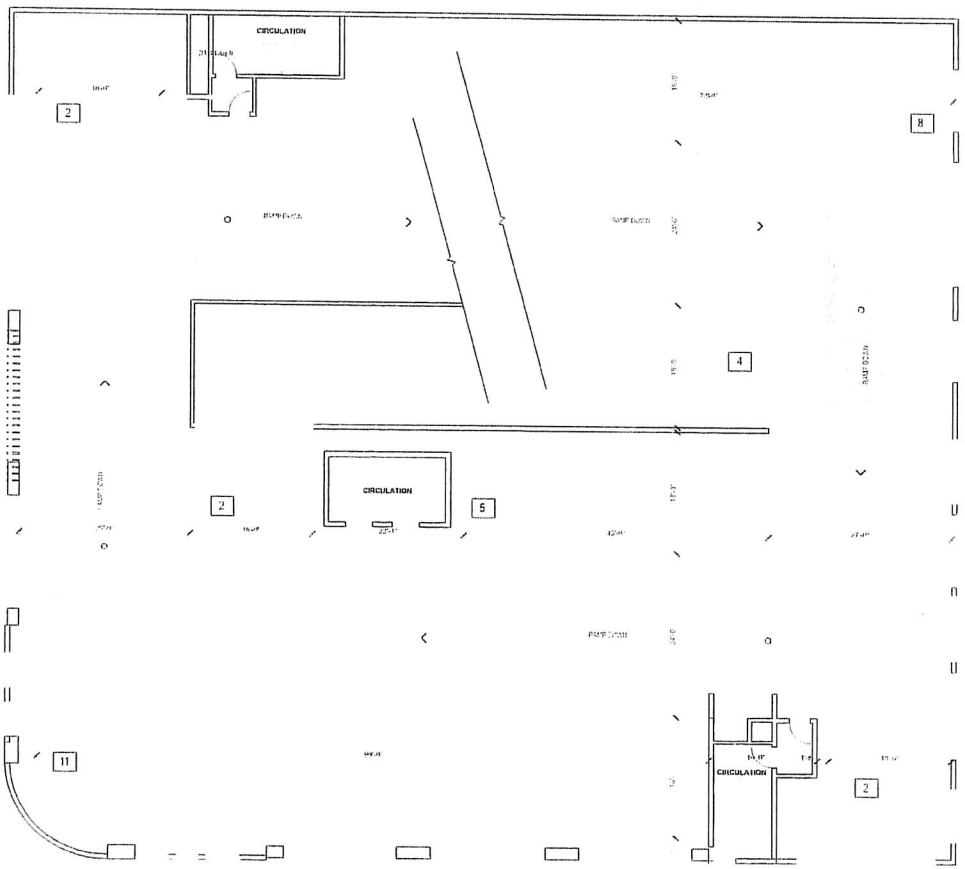
FIRST FLOOR
A101



SECOND FLOOR

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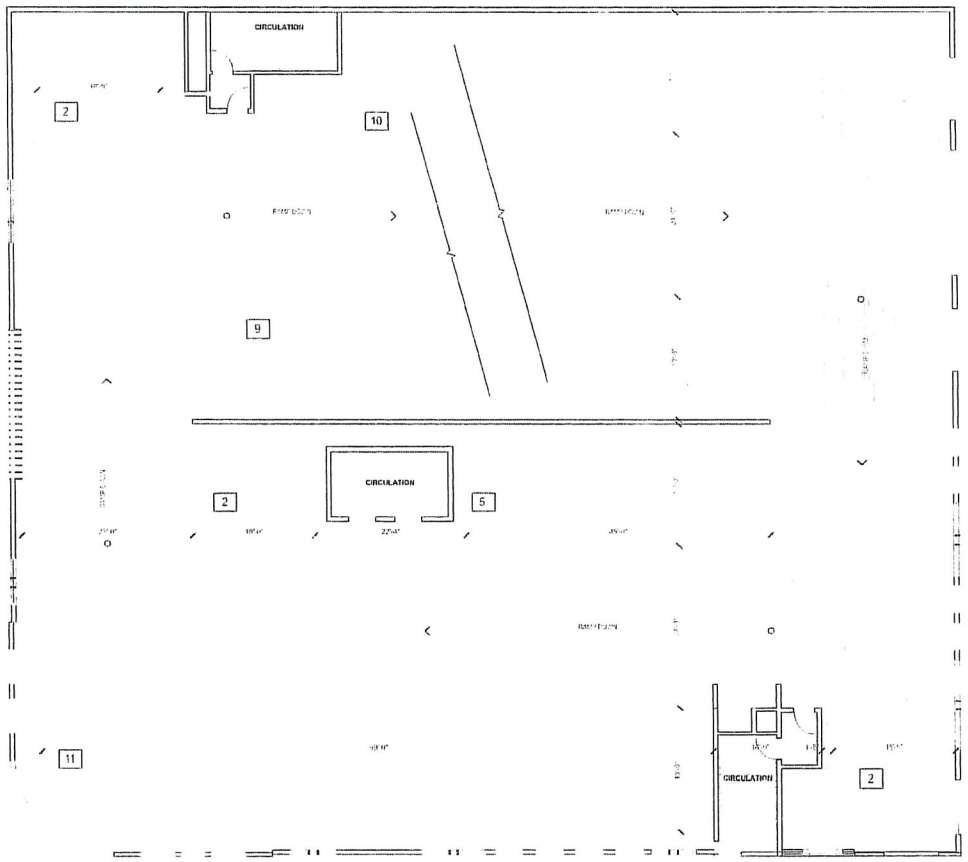
SECOND FLOOR
A102



THIRD FLOOR

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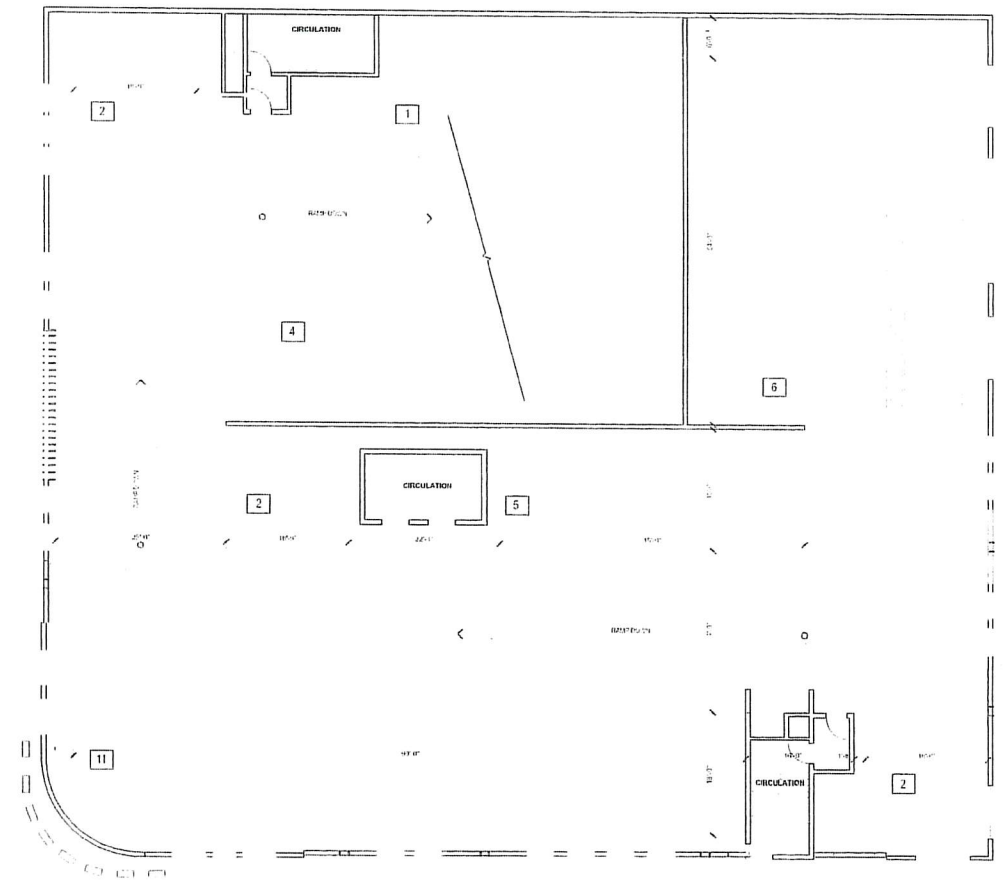

FOURTH FLOOR

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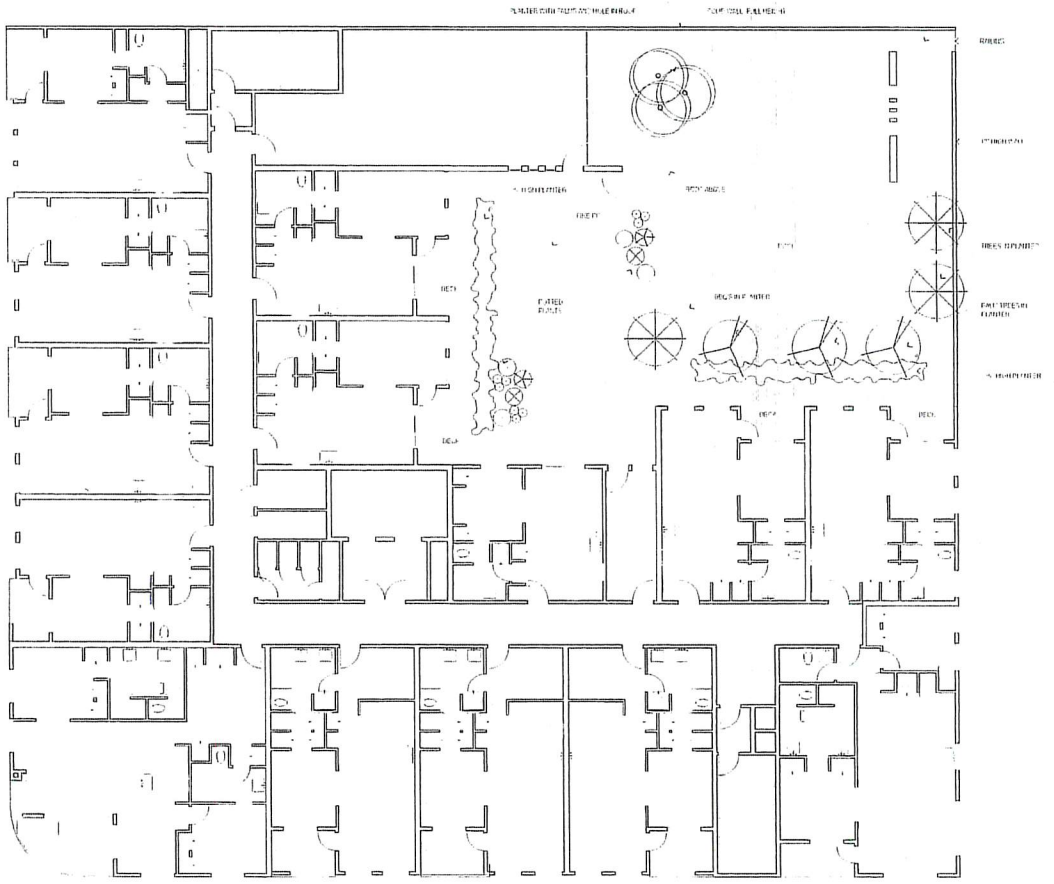
FOURTH FLOOR
A104



FIFTH FLOOR

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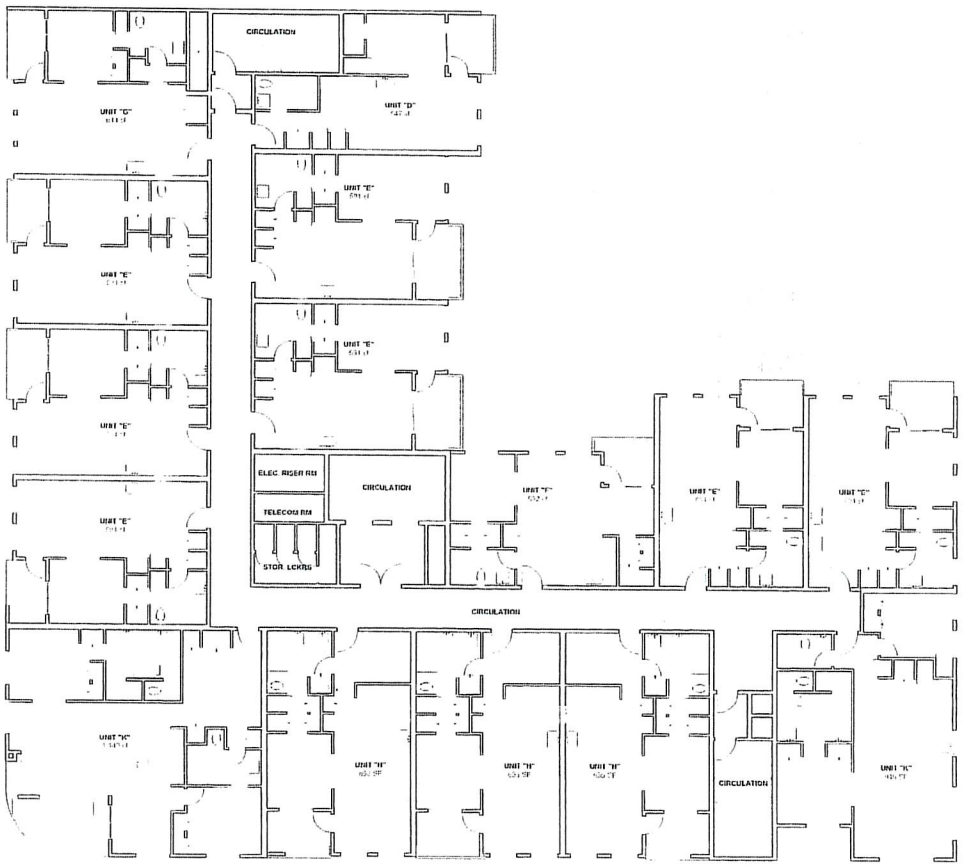

SIXTH & SEVENTH FLOOR

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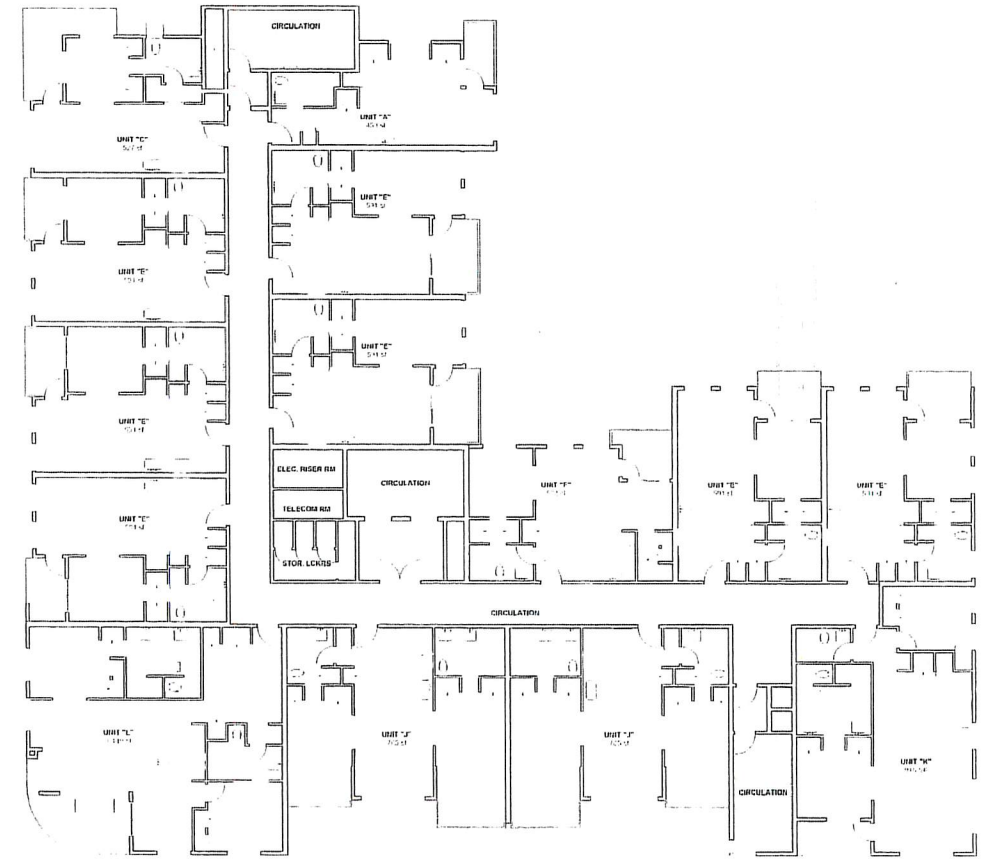
SIXTH & SEVENTH FLOOR

A106



EIGHTH FLOOR

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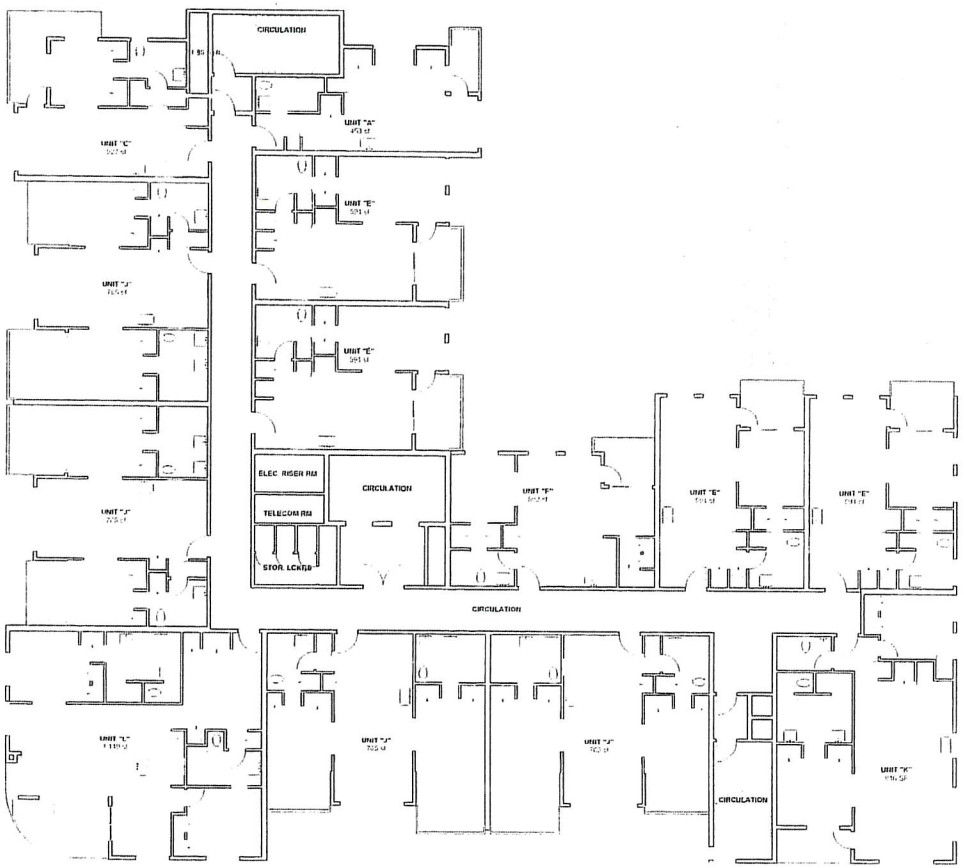
EIGHTH FLOOR
A107



NINTH-12TH FLOORS

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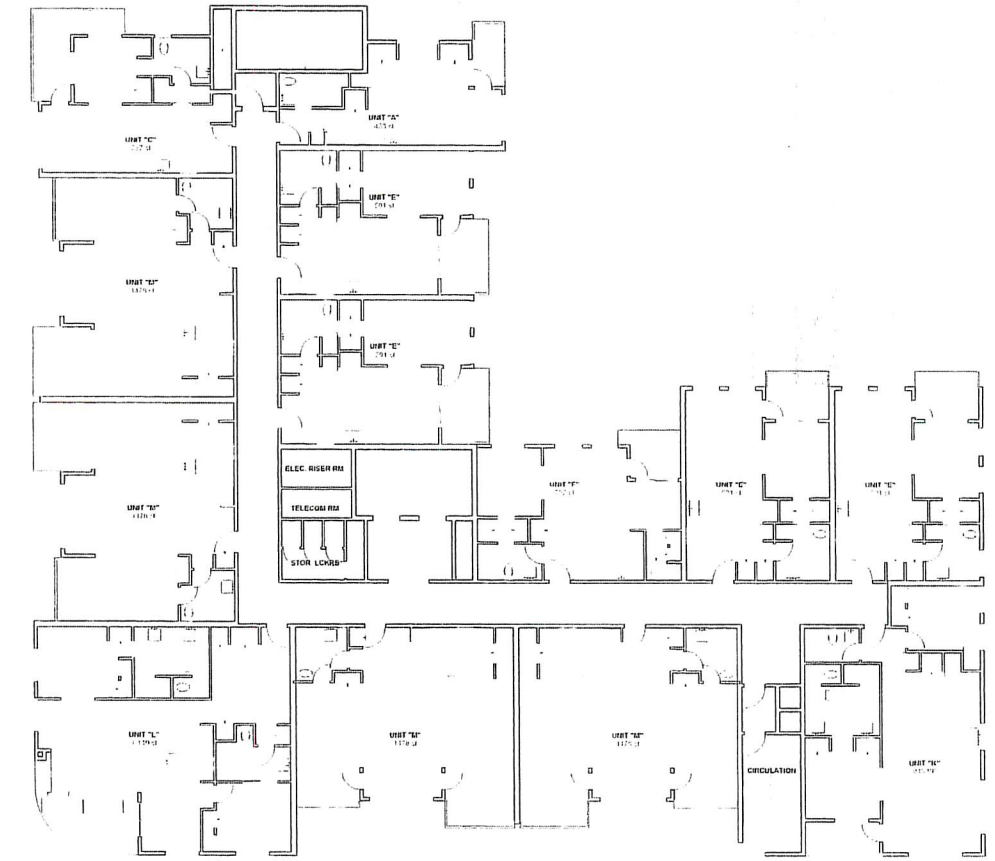
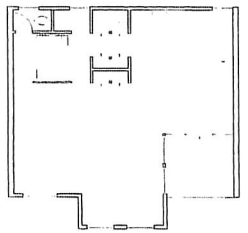
NINTH-12TH FLOORS
345
A108



13TH FLOOR



UNIT M-MEZZANINE

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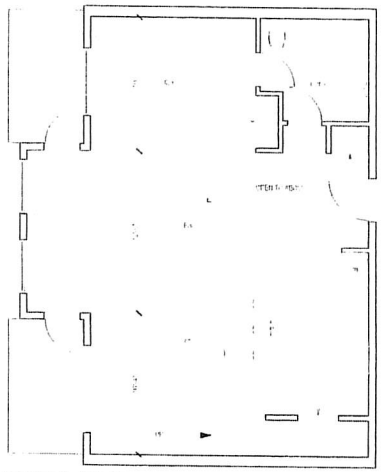
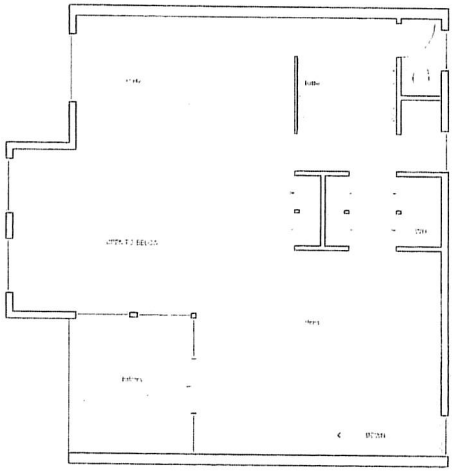
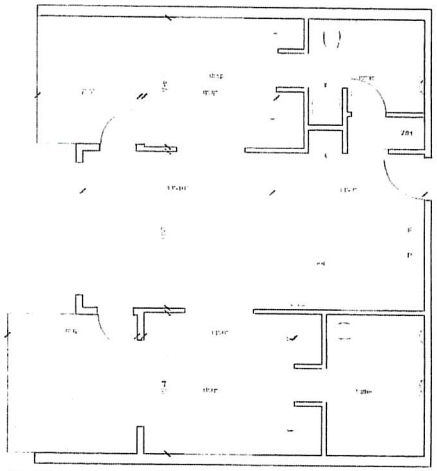
13TH FLOOR & MEZZANINE

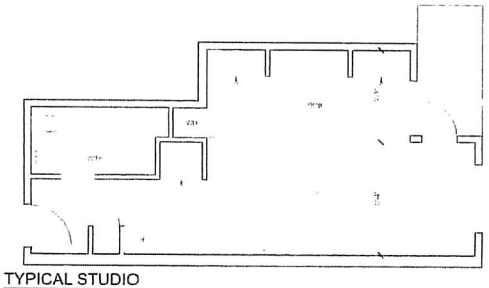


TYPICAL PENTHOUSE

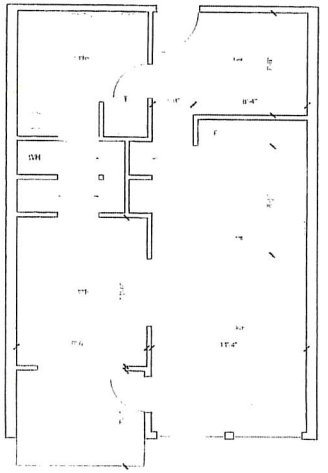




TYPICAL 2-BEDROOM



TYPICAL STUDIO



TYPICAL 1-BEDROOM

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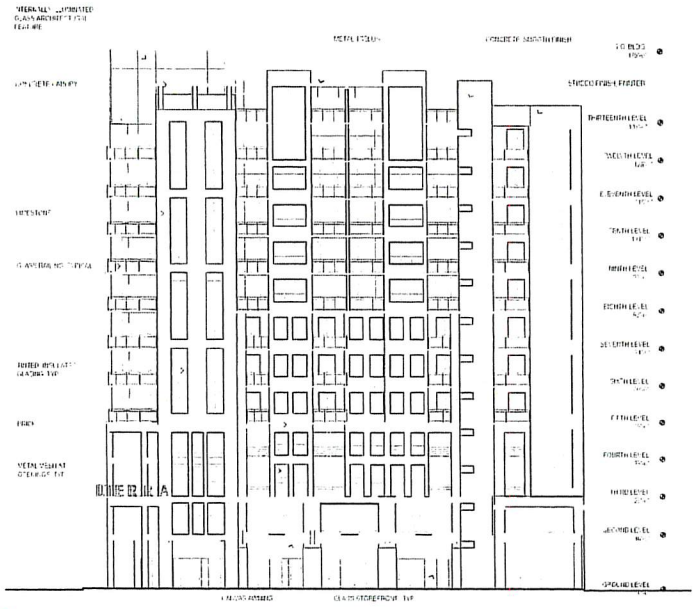
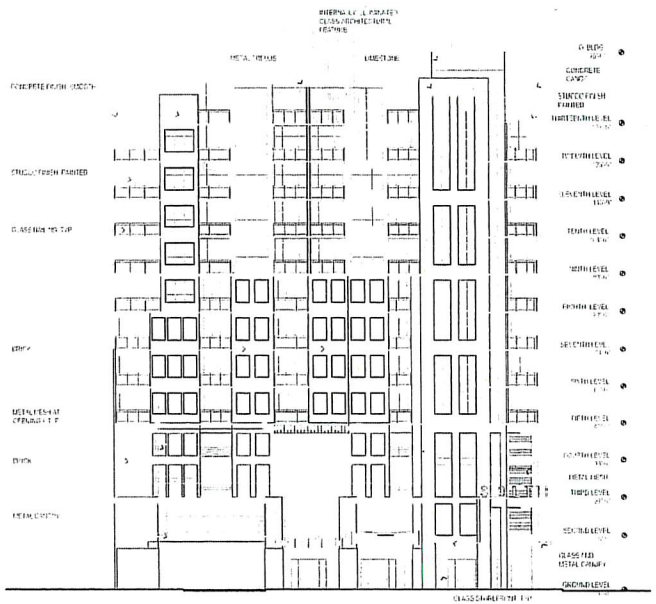
UNIT PLANS
~~15~~ 16
A110



SOUTH ELEVATION



WEST ELEVATION

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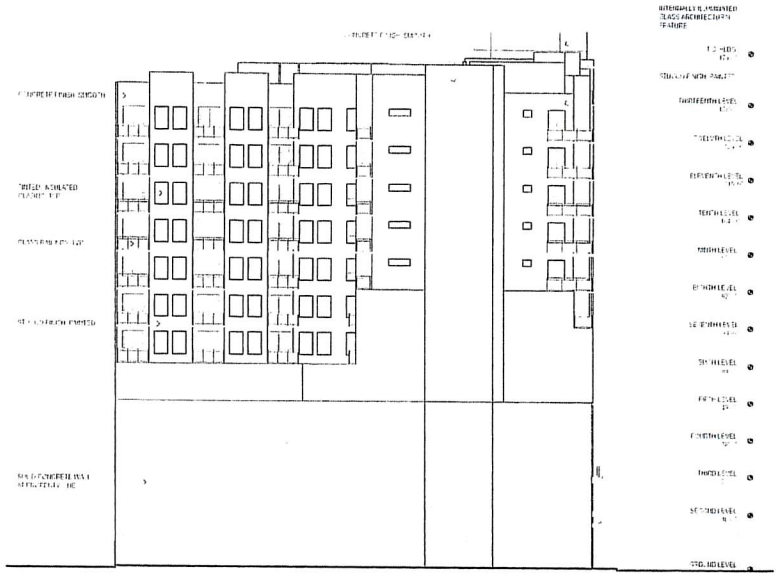
BUILDING ELEVATIONS

~~945~~ A200

07.039 Solterra Lofts



NORTH ELEVATION

EAST ELEVATION

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BUILDING ELEVATIONS

A201

20-0346 - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC
NORTHEAST CORNER OF HOOVER AVENUE AND 1ST STREET

01/05/21

20-0346 - APPLICANT/OWNER: SOLTERRA HOLDINGS NEVADA, LLC
NORTHEAST CORNER OF HOOVER AVENUE AND 1ST STREET

01/05/21

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

January 11, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: SUP-25070 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO ZON-25069 AND SDR-25072

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the northeast corner of 1st Street and Hoover Avenue (APNs 139-34-410-021 and 022), C-M (Commercial/Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for the Mixed-Use use.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069) and Site Development Plan Review (SDR-25072) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

20-0347
12/11/2020

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

20-0347
12/11/2020

LAS VEGAS CITY COUNCIL

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CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

January 11, 2008

Mr. Mike Bosa
Solterra Holdings Nevada, LLC
460 Fraser View Place
Delta, British Columbia, Canada V3M6H4

RE: SDR-25072 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JANUARY 9, 2008
RELATED TO ZON-25069 AND SUP-25070

Dear Mr. Bosa:

The City Council at a regular meeting held January 9, 2008 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 14-STORY MIXED-USE DEVELOPMENT INCLUDING 5,000 SQUARE FEET OF COMMERCIAL SPACE AND 130 RESIDENTIAL CONDOMINIUM UNITS on 0.40 acres adjacent to the northeast corner of 1st Street and Hoover Avenue (APNs 139-34-410-021 and 022), C-M (Commercial/Industrial) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-25069) and Special Use Permit (SUP-25070) shall be required.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. 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 10/09/07, except as amended by conditions herein.

4. The existing chain link construction fence must be brought into conformance with the Construction Standards outlined in Subsection VII.C.8 of the Downtown Centennial Plan.

5. A revised site plan and related floor plans shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a tentative map, to reflect the changes herein. The site plan and related floor plans shall be revised to include two additional handicap accessible spaces to bring the total number of accessible spaces

up to five spaces as required for 133 parking spaces pursuant to Title 19.10.010 (G). The van accessible space must be reconfigured to comply with Title 19.10.010 (K) Figure 4. Further, the site plan shall be revised to reflect compliance with Graphic 5 of Section V of the Downtown Centennial Plan with regards to the streetscape improvements at the intersection of 1st Street and Hoover Avenue and along South 1st Street.

6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: add one shade tree to the Hoover Avenue amenity zone to bring the number of trees and maximum separation distance into compliance with the Downtown Centennial plan. Further, tabulate all tree heights along with the quantities and sizes.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. 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.

13. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

14. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

15. Prospective buyers shall be informed that views may be obscured by future adjacent development and this information shall be included in project CC & R's.

16. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

18. Dedicate a 10-foot radius on the northeast corner of 1st Street and Hoover Avenue adjacent to this site prior to the issuance of any permits.

19. Coordinate with the City Surveyor to determine whether a Merger and Re-Subdivision Map or other map is necessary; comply with the recommendations of the City Surveyor.

20. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All new improvements shall be constructed to the Downtown Centennial Plan Standards, unless specifically allowed otherwise through conditions herein. Include an offsite Geotechnical Pavement Design recommendation for all asphalt pavement required for completion of this project.

21. Submit an application to the Land Development section of the Department of Public Works for a deviation from Standard Drawing #222a for the driveway accessing this site from First Street.

22. Door openings shall not encroach into the public right-of-way either in the opened or closed position.

23. Coordinate with the Collection System Planning Section of the Department of Public Works to determine an appropriate location for public sewer connection to this site, prior to the issuance of any permits. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

24. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

25. A Drainage Plan and Technical Drainage Study for all of the parcels Rezoned with ZON-25069, must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

26. Landscape and maintain all unimproved rights-of-way, if any, on First Street and Hoover Avenue adjacent to this site. 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.

27. Submit an Encroachment Agreement for all landscaping, if any, located in the First Street and Hoover Avenue public rights-of-way adjacent to this site prior to occupancy of this site.

28. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

MORANGROUP

December 1, 2020

DEPARTMENT OF PLANNING & ZONING
CITY OF LAS VEGAS
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: Solterra Development Company
Request for Extension of Time
SDR-25072 & SUP-25070

To Whom It May Concern:

Our office represents the property owner and Applicant of Assessor's Parcel Number(s) 139-34-410-021 & 022, SOLTERRA HOLDINGS NEVADA LLC (the "Owner"). The property is generally located on the northeast corner of Hoover Avenue and 1st Street, in Las Vegas, Nevada (the "Site"). The Site is zoned C-2 (General Commercial) and is within Ward 3.

The Owner has previously been approved and the Site has been previously found suitable for a Special Use Permit and Site Development Plan Review for a proposed 14-story Mixed-Use Development including 5,000 square feet of commercial space and approximately 130 residential condominium units at this location.

The Owner/Applicant has previously requested and has been, likewise, approved a number of prior extensions of time on this and desired Project based upon the anticipated costs of construction and the Owner's hesitation in terms of proceeding with foreign investments in the current financial climate in the United States. The Owner/Applicant simply wants to get this Project right and considering the magnitude or sizing hereof/thereof. That having been said, Owner/Applicant is still desirous of bringing this project to fruition but needs additional time and, thus, this subsequent request for Two-Year (2) Extension of Time is being made.

Unfortunately, and sadly so, Governor Steve Sisolak issued a Declaration of Emergency in response to the COVID-19 pandemic on March 12, 2020. The next day, March 13, 2020, the President of the United States declared a nationwide emergency pursuant to Section 501(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C Sections 5121-5207. To mitigate the spread of this deadly virus, the CDC recommended putting as much distance between people as possible and wearing face coverings. Governor Sisolak, in Directive 021, also

20-0347
12/1/2020

7301 Peak Drive, Suite 150, Las Vegas, Nevada 89128, 702.384.8424

recommended social distancing and mandated the wearing of face masks by employees interfacing with the public. Recently, and on November 11, 2020, Governor Sisolak announced an alarming increase in new COVID-19 cases in Nevada. The Governor requested all individuals to stay in as much as possible, and to wear face coverings at all times. Beginning on November 24, 2020, Governor Sisolak announced a statewide "pause" to further mitigate the spread of COVID-19.

It is very much unclear whether business will get back to normal and regardless of how badly and passionately we, as Nevadans, want so. Many folks are out of work. The construction trade has become very unpredictable. Many materials, once readily available, are no longer available or on significant delivery delays. Many subcontractors, once readily available, are no longer available. The cost to operate a "worksite" has changed and therefore budgets must be re-tooled or refabricated. And, last but not exhaustive of all the uncertainty and delays associated with same and as a result of same, the materials have become greatly in demand having caused a significant premium to procure. Rest assured however, we will bring these projects forward much to the satisfaction of the City of Las Vegas, its constituency, as well as those wishing and choosing to make Las Vegas their home. We just have completely lost a year or so and as result of the "waves" of transmission and the inevitable result of the COVID-19 virus. We are optimistic for a vaccine even though maybe not the 100% solution to our current problems. It is going to take a very long time for the City and Southern Nevada to recover. But strong and good leadership will greatly increase the speed at which we recover, and Nevadans are strong, we are survivors.

We respectfully request an extension of time until January of 2023. Thank you in advance for your consideration. If you have any questions or need anything further, please do not hesitate to contact me personally. I remain,

Very truly yours,

John T. Moran III, ESQ.

cc: Mr. Mike Bosa, Solterra Group of Companies/Niradia

20-0347
12/11/2020

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AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
40a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0347-EOT1 - ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - For possible action on a request for an eighth Extension of Time of an approved Special Use Permit (SUP-25070) FOR A PROPOSED MIXED-USE DEVELOPMENT

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 DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
40b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0347-EOT2 - ABEYANCE ITEM - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - For possible action on a request for an eighth Extension of Time of an approved Site Development Plan Review (SDR-25072) FOR A PROPOSED 14-STORY MIXED-USE DEVELOPMENT INCLUDING 5,000 SQUARE FEET OF COMMERCIAL SPACE AND 130 RESIDENTIAL CONDOMINIUM UNITS

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 DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
41

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0092 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: MAIN STREET INVESTMENTS II, LLC - For possible action on a Council Review of the Approval by the Planning Commission on the following Land Use Entitlement project requests on 0.48 acres at 1205 South Main Street and 1208 South Casino Center Boulevard (APNs 162-03-105-011 and 162-03-110-067), C-M (Commercial-Industrial) and C-1 (Limited Commercial) Zones, Ward 3 (Diaz). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (4-2-1 vote) APPROVED the Land Use Entitlement project.

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 DENIAL on the Land Use Entitlement project.
The Planning Commission (4-2-1 vote) APPROVED the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Council Review Documentation
2. Location and Aerial Maps
3. Special Map for 20-0092-SUP1
4. Conditions and Staff Report
5. Supporting Documentation
6. Photo(s)
7. Justification Letter
8. Backup Submitted from the February 17, 2021 City Council Meeting
9. Backup Submitted from the January 20, 2021 City Council Meeting
10. Submitted after Final Agenda - Abeyance Request Submitted by Applicant
11. Submitted at Meeting - Documentation Not Vetted - Remarks Submitted by Becky Miller, Remarks and Petitions Submitted by Mario Enriquez, Remarks Submitted by Wyndee Forrest and E-comments
12. Backup Submitted for the September 8, 2020 Planning Commission Meeting
13. Backup Submitted for the October 13, 2020 Planning Commission Meeting
14. Backup Submitted for the November 10, 2020 Planning Commission Meeting
15. Backup Submitted for the December 8, 2020 Planning Commission Meeting

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
12/14/2020

TO:	FROM:
DEPARTMENT OF PLANNING	CITY CLERK
SUBJECT: APPEAL OR CITY COUNCIL REVIEW INFORMATION ON PLANNING COMMISSION ACTIONS	**COPIES TO:**

This is to certify that the following action relative to the Planning Commission decision on the application of:

FILE NO.: ABEYANCE - RENOTIFICATION - 20-0092-SUP1 AND 20-0092-SDR1

APPLICANT: APPLICANT/OWNER: MAIN STREET INVESTMENTS II, LLC

WARD: Ward 3 (Diaz)

Appeal by applicant or any other aggrieved person: Yes (No)

Review requested by City Council: (Yes) No

12/14/2020

DATE

DEPUTY CITY CLERK

PLANNING AND DEVELOPMENT DEPARTMENT INFORMATION:

Date of Planning Commission Action: December 8, 2020

Last day for filing an appeal by applicant or any other aggrieved person. (Appeal period is 10 days after the date of the PC decision): December 21, 2020

Last day for a review being requested by the City Council. (Review period is 10 days after the date of the PC decision.): December 21, 2020

SET DATE: 1/6/2021

COUNCIL DATE: 1/20/2021

Carman Burney

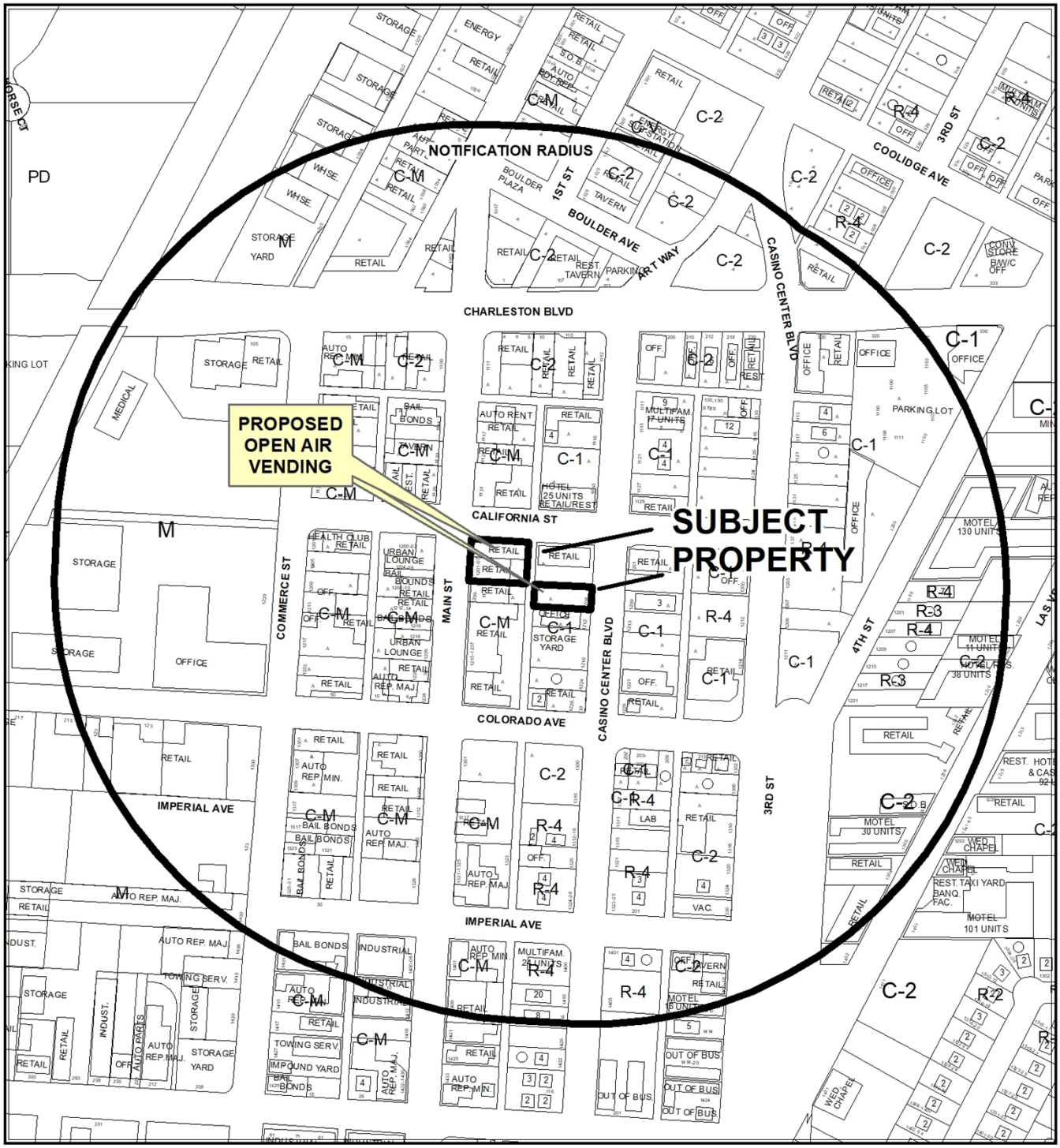
From: Stacey Campbell
Sent: Thursday, December 10, 2020 3:17 PM
To: City Clerk, Deputies
Cc: Carman Burney; LuAnn D. Holmes; Robert Summerfield; Peter Lowenstein; Eric McCammond
Subject: FW: Pull to council

From: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Sent: Thursday, December 10, 2020 2:55 PM
To: Robert Summerfield <rsummerfield@LasVegasNevada.GOV>; Peter Lowenstein <plowenstein@LasVegasNevada.GOV>; LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>; Eric McCammond <emccammond@LasVegasNevada.GOV>
Subject: Pull to council

Hello,
Our office would like to recommend that the application for open air vending recently heard at Plannng, item 31 (**20-0092**) be pulled to city council. It was approved for Final Action but there is quite a bit of heartache and so we'd like the matter to move forward to city council. Please let me know what other information you might need from me.

Thank you,

Ydoleena Yturralde
Special Assistant to Councilwoman Olivia Diaz
Office of City Council
Office: 702-229-2359 | Cell: 702-882-0715
yyturralde@lasvegasnevada.gov
495 S. Main St. | Las Vegas, NV 89101
lasvegasnevada.gov/ward3



CASE: **20-0092**

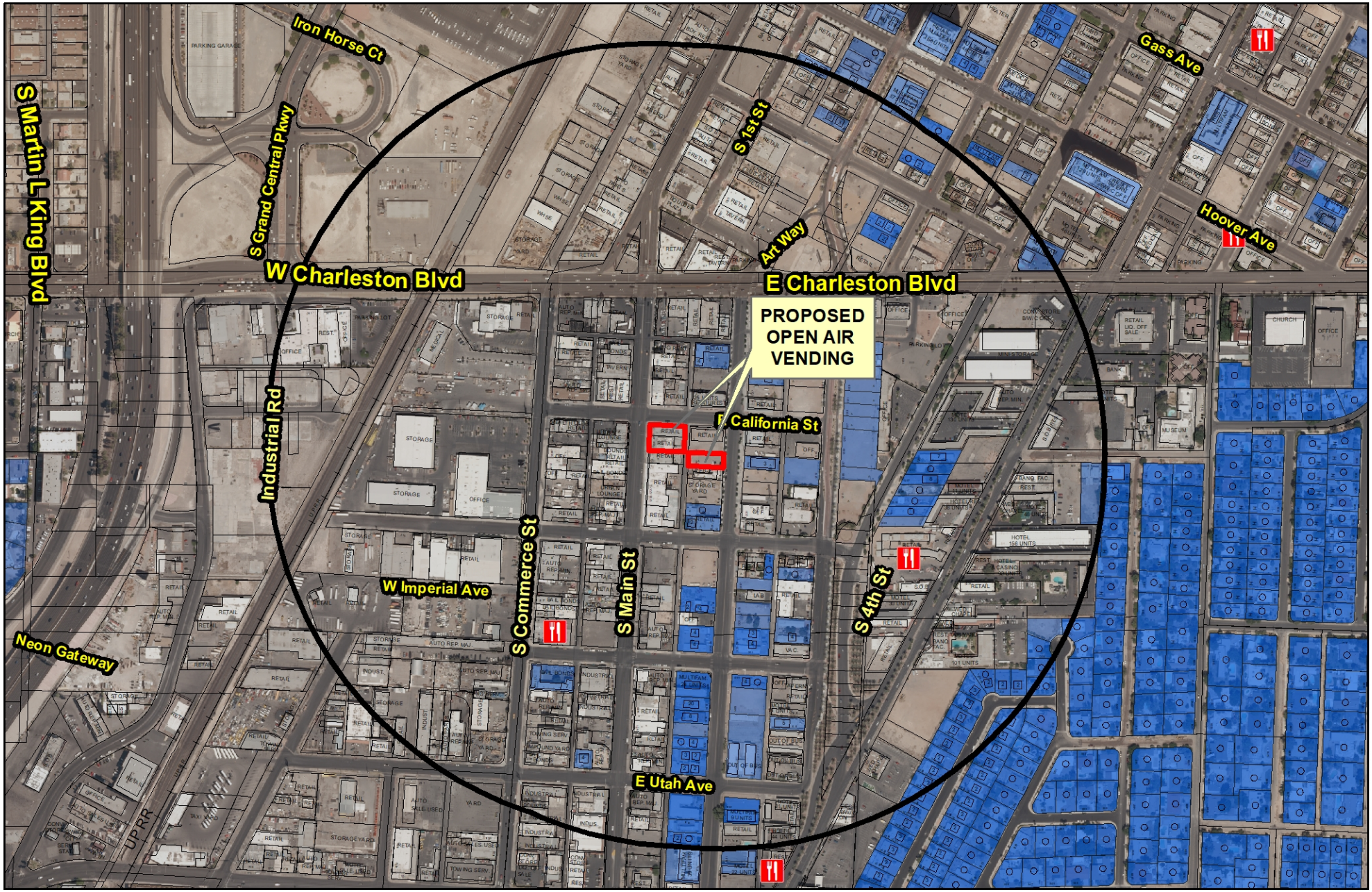
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/NDUSTRIAL) AND C-1 (LIMITED COMMERCIAL)

CASE: **20-0092**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/NDUSTRIAL) AND C-1 (LIMITED COMMERCIAL)



20-0092-SUP1

Open Air Vending

Business Licenses

- Open Air Vending Non-Conforming
- Open Air Vending Conforming to Bill 2012-37

Protected Uses

- Residential Property

Entitlements

- APPROVED
- SCHEDULED

- Subject Property
- 1500ft 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: Tuesday, July 28, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MAIN STREET INVESTMENTS II, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0092-SUP1	Staff recommends DENIAL, if approved subject to conditions:	
20-0092-SDR1	Staff recommends DENIAL, if approved subject to conditions:	20-0092-SUP1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 182 (By City Clerk)

PROTESTS 0

APPROVALS 16

NE

** CONDITIONS **

20-0092-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Open Air Vending/Transient Sales Lot use, except as amended herein.

2. A Special Use Permit is hereby approved to allow more than one open air vendor on two parcels (APNs 162-03-105-011 and 162-03-110-067) at one time.

3. Approval and conformance to the Conditions of Approval for Site Development Plan Review (20-0092-SDR1) shall be required, if approved.

4. 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.

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.

6. 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.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

20-0092-SDR1 CONDITIONS

Planning

1. Approval and conformance to the Conditions of Approval for Special Use Permit (20-0092-SUP1) 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 date stamped 01/28/21, and building elevations date stamped 11/25/20, except as amended by conditions herein.

4. The proposed Mobile Art – Retired School Bus shall receive approval from the Traffic Division of Public Works prior to installation.

5. A Waiver of Appendix F Interim Downtown Las Vegas Development Standards is hereby approved, to allow the refuse collection area [trash enclosure] to be located adjacent to the right-of-way where it is required to be located away from the street front; to not have a roof or trellis structure where such is required; and to be constructed of fencing material where concrete masonry units (CMU) with metal gates are required.

6. A Waiver of Appendix F Interim Downtown Las Vegas Development Standards is hereby approved to allow open metal wire fencing screened with artificial plant material where such materials are prohibited.

7. A Waiver of Appendix F, Interim Downtown Las Vegas Development Standards is hereby approved to allow the subject site (APN 162-03-110-067) to not be developed as a pedestrian open space, courtyard, or plaza, including no pergolas, landscaped arbors, artwork, planters boxes with seating and shade structures.

8. A Waiver of Appendix F, Interim Downtown Las Vegas Development Standards is hereby approved to allow an alternative ground cover, where a solid surface such as pavers, asphalt or concrete is required. An approval letter from the Clark County Division of Air Quality shall be submitted prior to the issuance of a building permit or business license, whichever occurs first.

9. A Waiver of Appendix F, Interim Downtown Las Vegas Development Standards and Title 19.08 is hereby approved to not provide planters and landscaping material where such is required for courtyards and pedestrian plazas.

10. A Waiver of Title 19.08 is hereby approved, to not provide a minimum five-foot wide landscaped area next to a blank wall (north and south property lines) where required for pedestrian open space and plazas that abuts a blank wall or building.

11. 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.

12. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

13. All utility or mechanical equipment shall comply with the provisions of the Interim Downtown Las Vegas Development Standards, unless approved by a separate Waiver.

14. No supply or drainage pipes or power supply cords that pertain to the vending operation or lighting may be placed on or across surface parking or unimproved areas, or be attached to adjoining or nearby buildings. Temporary power poles shall not be utilized, and all mobile food vending shall be self-powered and self-contained.

15. 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, which 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.

16. 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.

17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

18. All turning and other parking maneuvers shall take place on-site; no backing in from or out to Casino Center Boulevard shall be allowed.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to create an open air food court with mobile vendors food vendors [trucks/trailers] on the west side of Casino Center Boulevard, east of California Street (APN 162-03-110-067) within the 18b Las Vegas Arts District. In addition, as an interim use at 1205 South Main Street, the applicant is proposing two mobile food vendors for the rear patio area of this location, and for the patio area to be utilized as an interim seating area for the patrons of all open air vending in the area.

ISSUES

- The Open Air Vending/Transient Sales Lot use is a conditional use in the C-1 (Limited Commercial) and C-M (Commercial/Industrial) zoning districts. The proposed use does not meet the conditions and a Special Use Permit is requested. Staff does not support this request.
- A Condition of Approval has been added to ensure the proposed mobile art (retired school bus) satisfies on-site maneuverability as required by the Traffic Division of Public Works.
- A Waiver is requested to allow open metal wire fencing screened with artificial plant material where these materials are prohibited. Staff does not support this request.
- Waiver of Appendix F, Interim Downtown Las Vegas Development Standards is requested to not development the subject as a pedestrian open space, courtyard, or plaza where such is required. Staff does not support this request.
- A Waiver of Appendix F, Interim Downtown Las Vegas Development Standards is requested to allow an alternative ground cover, where a solid surface such as pavers, asphalt or concrete is required. Staff does not support this request.
- A Waiver of both Title 19 and Appendix F, Interim Downtown Las Vegas Development Standards is requested to allow minimal landscaping and planters. Staff does not support this request.
- A Waiver of the Interim Downtown Las Vegas Development Standards is requested to allow a trash enclosure with no trellis or roof structure, and to be constructed of fencing where a roof or trellis is required, and the trash enclosure is required to be constructed of materials such as concrete masonry units (CMU) with metal gates. Staff does not support this request.

ANALYSIS

On December 6, 2017, the City Council adopted the City's Vision 2045 Downtown Las Vegas Master Plan, which established the vision and goals for 12 Downtown Districts. This includes the subject site, which is located within the 18b Las Vegas Arts District. The 18b Las Vegas Arts District is the creative heart of the city. The local stores, art galleries, and artists in residence are compelling and memorable elements of downtown. The goal of the 18b Las Vegas Arts District is to be a diverse community, and a regional showcase for the arts.

Phased over time, each of these twelve Districts will be administered by a distinct set of standards to be adopted as either of Form-Based Zoning Districts or Special Area Plans following the completion of a context-based plan for land use and development. In the interim, the 18b Las Vegas Arts District is a district that was originally created as part of the Downtown Centennial Plan and is within Area 1, with development standards currently governed by Appendix F, Interim Downton Las Vegas Development and Title 19.

The 18b Las Vegas Arts District is the creative heart of the city. The local stores, art galleries, and artists in residence are compelling and memorable elements of downtown. This district strives to be a diverse community and regional showcase for the arts.

As stated by Appendix F for the 18b Arts District, "using the underutilized and raw land, especially along Casino Center Boulevard, smart investments could promote walkability, safety, and sustainability." The subject site is a highly visible site located on the west side of Casino Center Boulevard, just south of California Street. The site is currently undeveloped and secured with a chain link fence.

The applicant is proposing to cover the site with "Type 2" ground cover, which is a granular subbase made of crushed stone such as limestone or granite with a size of 40 millimeter to dust, then open it to self-contained mobile food vendors for operation. Minimal improvements for the site are proposed at this time. A Waiver to allow an alternative ground cover where a solid surface such as concrete or asphalt are required, which staff does not support.

Unpaved surfaces are only allowed in conjunction with such uses as 'temporary real estate sales offices', and must comply with the Clark County Department of Air Quality and Environmental Management regulations for "Unpaved Parking Lots and Storage Areas" to prevent fugitive dust. The use of "Type 2" is not an appropriate surface for the proposed use, and a condition of approval has been added by staff for the applicant to provide an approval letter from the Clark County Division of Air Quality if approved.

The applicant has proposed minimal infrastructure, such as sewer, power and water, and the mobile food vendors are to be self-contained. A permanent underground sprinkler system is required for the proposed planter boxes, and a Condition of Approval has been added to ensure the proposed living plant materials are maintained in a satisfactory manner.

As stated by Title 19.08, "outdoor pedestrian open spaces and plazas provide shade, opportunities for rest and relief from traffic and noise as well as areas for additional outdoor activities such as vending and dining." In addition, the City's Vision 2045 Downtown Las Vegas Master Plan also strives to achieve a compact, vibrant, urban environment, with a focus on higher density mixed-use development around transit hubs and activity nodes. Plazas and courtyards are an element of downtown design with the ability to create activity nodes.

Pedestrian open spaces and plazas shall be located in areas of high pedestrian traffic in such a manner to be convenient and readily accessible. The subject site is located adjacent to a high pedestrian traffic area with the potential of providing the residents and patrons of the 18b Las Vegas Arts District an amenity that would add additional vibrancy to an area currently experiencing a revitalization with new construction and facility improvements. The addition of an amenity that does not include the basic improvements such as paved surfaces, shaded seating areas, and utilities is not compatible with the adjacent development, or development in the area.

In addition to being required by Title 19.08, patrons of plazas and courtyards that include services such as the proposed mobile food vending expect site amenities, such as benches, pergolas, landscaped arbors, artwork and other appropriate landscape features, to be incorporated into the design of each pedestrian open space/plaza. The applicant is requesting a Waiver of these standards which staff does not support. The applicant did propose 'Mobile Art,' but it is located within a required drive aisle and may prohibit the mobile food vendors from maneuvering on site as required by the Department of Public Works. A Condition of Approval has been added by staff to ensure the proposed "Retired School Bus" does not block any drive aisles, and all turning and other parking maneuvers shall take place on-site, no backing in from or out to Casino Center Boulevard shall be allowed.

As stated by the applicant in the justification letter, the current pandemic prevents people from patronizing restaurants and bars in the traditional sense, and expects for the food court to operate as a take-out facility. Staff acknowledges the current conditions while evaluating the proposed development as a permanent installation and long-term amenity for the downtown area. This includes the popular outdoor dining model that has emerged during this pandemic. Amenities such as benches, shade structures and trees play a key role in providing a pedestrian friendly downtown area.

The applicant has proposed minimal landscaping for the subject site, and no landscaping is proposed to soften the hard edges of the adjacent buildings and walls. Title 19.08 requires any pedestrian open space/plaza that abuts a blank wall shall include a minimum five-foot wide landscaped area next to the wall to soften and screen the wall and increase pedestrian comfort and interest. The applicant has requested a Waiver of this standard, which staff does not support.

Applicants are also strongly encouraged to design the outside wall of planters in such a manner that they might also be used for seating. The applicant is requesting a Waiver of these standards, which staff does not support.

As stated by Title 19.08, "unless otherwise approved as part of an overall development plan, the following materials shall not be acceptable for use as screen or perimeter walls:

a. chain link or open wire fencing (except as temporary construction fencing);
b. razor wire or barbed wire (except as may be approved under the procedures set forth in the City's Building Code);
c. corrugated metal;
d. bright colored plastic; and
e. untextured or unfinished concrete or block (CMU) walls."

The applicant is proposing to utilize open wire fencing, which is not an allowed material within both the Vision 2045 Downtown Las Vegas Master Plan area and the City of Las Vegas. The applicant is requesting a Waiver to utilize such material for fencing, which staff does not support. Open wire fencing does not support the goals for the Vision 2045 Downtown Las Vegas Master Plan area which strives for a "high-quality physical environment for locals and visitors alike."

Across the alley, to the northwest of the undeveloped lot is an existing building currently entitled for several alcohol related uses such as an Urban Lounge, Tavern-Limited and a Beer/Wine/Cooler On-Sale Establishments. The applicant is proposing to utilize the outdoor patio area for 1205 South Main Street as outdoor seating for the proposed open air vending lot across the alleyway, as well as a second location for two open air vendors. This patio area will be required to obtain a certificate of occupancy prior to use, and once the alcohol use is licensed and active, a security plan required by the Planning Department's Licensing Division will ensure the alcohol does not leave the site through the rear patio area. The Special Use Permit requested includes this lot, to allow more than one mobile food vendor per lot.

The proposed development is more suitable for a weekend event, and not a permanent installation within the 18b Las Vegas Arts District. The proposed development consists of a lot covered with 'Type 2,' rather than a solid surface, and minimal amenities for patrons such as landscaping or shade. This proposed development does not support the goals of the City's Vision 2045 Downtown Las Vegas Master Plan for the 18b Las Vegas Arts District, nor is it compatible with the newly developing surrounding area. Therefore, staff is recommending denial of the Site Development Plan Review.

Special Use Permit

The Open Air Vending/Transient Sales Lot use is described by Title 19.12 as "an outdoor area or lot that is used exclusively, or on a regular or periodic basis, for the sale or taking of orders for any merchandise, including food items, where such merchandise is displayed or sold within or upon the area or lot. This use includes the display or sale of merchandise by means of Open Air Vending, Mobile Food Vending and a Farmer's Market. This use includes the display or sale of merchandise by means of Open Air Vending and Mobile Food Vending." The proposed use meets this description as the applicant is proposing two lots that would provide mobile food vendors for area patrons.

The proposed use is a Conditional Use in the C-1 (Limited Commercial) and C-M (Commercial/Industrial) zoning districts. The proposed use was not able to meet Conditional Use Regulation number seven (7b and 7d), which prohibits vending on undeveloped lots and unpaved surfaces, and limits the number of vendors for any one lot to one. Since these conditional use regulations were not able to be met, a Special Use Permit is requested as the applicant is proposing an open air food court to include multiple food vendors in the form of food trucks and/or carts on an undeveloped and unpaved lot. Operating on an unpaved lot is only allowed in conjunction with temporary uses as the Clark County Department of Air Quality and Environmental Management regulates these standards and a condition of approval has been added to ensure compliance by obtaining approval from the Department of Air Quality for the proposed ground cover.

The applicant has provided a site design that provides minimal site improvements and only the placement of self-contained mobile food vendors for permanent operation. Staff is not able to support a use within the 18b Arts District to occur on an unpaved site that does not support the overall goals of the district, or the City's Vision 2045 Downtown Las Vegas Master Plan to provide a pedestrian friendly environment that promotes walkability, safety and sustainability. Staff would support the proposed use if it would be conducted on a site that was developed as a plaza or courtyard and provided the necessary infrastructure and amenities for both patrons and operators of the mobile food vending. As proposed, staff is not able to support the proposed development and associated land use, and recommends denial of the Special Use Permit.

FINDINGS (20-0092-SUP1)

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 use is proposed for a minimally developed lot with few amenities for patrons such as outdoor seating and shade, and would occur on an unpaved lot, which prevents the use from being harmonious and compatible with the existing and future land uses within the 18b Las Vegas Arts District.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   An unpaved lot is not suitable for the type and intensity of the land use proposed.

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.**

   Staff is concerned with the number and type of mobile food vendors (truck/trailer) that would be utilizing a single alleyway as access to the subject site, and a Condition of Approval has been added to limit the maneuvering to on-site only, with no access to Casino Center Boulevard if approved. The street facilities providing access to the property are not adequate in size to meet the requirements of the proposed 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.**

   Approval of the Special Use Permit will be inconsistent with the overall objectives of the Vision 2045 Downtown Las Vegas Master Plan and the 18b Las Vegas Arts District as the proposed development that the use would occur does not meet the minimum development standards set forth by Appendix F Interim Downtown Las Vegas Development Standards.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use was not able to meet the Conditional Use Regulations set forth by Title 19.12, such as operating on a paved lot and a Special Use Permit is requested which staff does not support.

FINDINGS (20-0092-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

The proposed development is not compatible with the adjacent development or development in the area as it does not support the goals of the Vision 2045 Downtown Las Vegas Masterplan the strives to provide a high-quality physical environment for locals and visitors alike.

2. The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;

The proposed development is not consistent with the General Plan, Title 19, or the City's Vision 2045 Downtown Las Vegas Master Plan as minimal amenities or site improvements are proposed.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Staff is concerned with the number and type of mobile food vendors (truck/trailer) that would be utilizing a single alleyway as access to the subject site, and a Condition of Approval has been added to limit the maneuvering to on-site only, with no access to Casino Center Boulevard if approved. The street facilities providing access to the property are not adequate in size to meet the requirements of the proposed use.

4. Building and landscape materials are appropriate for the area and for the City;

Type 2 ground cover is not an appropriate surface for a high pedestrian traffic area, as well as the frequent change of mobile food vendors. Type 2 is only considered for temporary land uses and not a permanent development that expects a high volume of patrons and vehicle traffic.

In addition, plastic plant material is not an acceptable substitution for live plant materials. Plastic does not hold up well in extreme temperatures experienced during both winter and summer here in Las Vegas, and will denigrate to litter. Live plant materials provide shade for pedestrians and reduce the heat island effect experienced by Downtown Las Vegas during the summer months.

5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The design characteristics of the proposed open air vending lot are undesirable and do not create an aesthetically pleasing environment. Staff finds the proposed development to not be compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, staff has added conditions of approval to ensure the general welfare of the public is secured, in addition to the multiple governmental agencies that will have continuous oversight of the proposed development once in operation.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
09/08/20	The Planning Commission voted (7-0) to hold in ABEYANCE 20-0092-SUP1 and 20-0092-SDR1 to the October 13, 2020 Planning Commission meeting.
10/13/20	The Planning Commission voted (7-0) to hold in ABEYANCE 20-0092-SUP1 and 20-0092-SDR1 to the November 10, 2020 Planning Commission meeting.
11/10/20	The Planning Commission voted (6-0) to hold in ABEYANCE 20-0092-SUP1 and 20-0092-SDR1 to the December 8, 2020 Planning Commission meeting.
12/08/20	The Planning Commission (4-2-1 vote) APPROVED Land Use Entitlement requests for 20-0092-SUP1 and 20-0092-SDR1.
12/10/20	The Office of the City Clerk received a notice from the Ward 3 Council Office regarding a Council Review of the Approval by the Planning Commission on Land Use Entitlement requests for 20-0092-SUP1 and 20-0092-SDR1, which will be considered by the City Council at the January 20, 2021 meeting..
01/20/21	The City Council voted to HOLD IN ABEYANCE to the February 17, 2021 City Council meeting Land Use Entitlement requests for 20-0092-SUP1 and 20-0092-SDR1

Most Recent Change of Ownership	
08/12/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits or business licenses for APN 162-03-110-067.

Pre-Application Meeting	
07/01/20	Staff conducted a pre-application conference to discuss the submittal requirements for the proposed development.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/20/20	Staff conducted a routine field check to observe the existing site conditions and the developing surrounding area. Both the subject site and 1205 South Main Street were secured with a chain link fence. No outstanding issues were noted during the visit.

Details of Application Request	
Site Area	
Net Acres for 162-03-110-067	0.17

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Vacant Suites / Beer/Wine/Cooler On-Sale Establishment		
South	Office, Other Than Listed		
East	Vacant/Undeveloped		
West	Secondhand Dealer	C (Commercial)	C-M (Commercial/Industrial)

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Las Vegas Master Plan	N
Special Area and Overlay Districts	***Compliance***
DTLV-O (Downtown Las Vegas Overlay) District – Area 1	N
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area 1	N*
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

**The proposed development does not support the goals and objectives of the Redevelopment Plan which strives to achieve an environment reflecting a high level of concern for architectural, landscape, and urban design.*

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Casino Center Boulevard	Collector	Master Plan of Streets and Highways Map	80	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Open Air Vending / Transient Sales Lot	0.17 Acre	No additional parking required beyond the principal use.	Zero				
TOTAL SPACES REQUIRED			Zero		Zero		Y

Projects located within the Downtown Las Vegas Overlay - Area 1 are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

Las Vegas Valley Water District (LVVWD)
Comments:
This property is currently served by LVVWD for domestic service, however the existing service may not be adequate for the proposed development. In addition, the side does not have the adequate backflow device per NACs. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing and fire flow availability.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) SUP & SDR

Project Address (Location) 1205 S Main Street and 1208 S Casino Center Blvd

Project Name Pod Park and Ethos Cafe **Proposed Use** Open Air Vending

Assessor's Parcel #(s) 162-03-105-011 and 162-03-110067 **Ward #** 3

General Plan: Existing C/MXU Proposed _____ **Zoning:** Existing CM/C-1 Proposed _____

Additional Information _____

Property Owner Main Street Investments II, LLC Contact David LeGrand

Address 3773 Howard Hughes Parkway, Suite 500S City Las Vegas State NV Zip 89169

E-mail MainStreetCRE@gmail.com Phone 702-450-2343

Applicant Main Street Investments II, LLC Contact David LeGrand

Address 3773 Howard Hughes Parkway, Suite 500S City Las Vegas State NV Zip 89169

E-mail MainStreetCRE@gmail.com Phone 702-450-2343

Representative Zaher Fakih Contact Zaher Fakih

Address 1205 S Main Street City NV State NV Zip 89104

E-mail Zaher Fakih Phone (702)409-1999

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)** _____

Partner(s) _____

- 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 the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name David G. LeGrand

Subscribed and sworn before me

This _____ day of _____, 20 _____

_____

Notary Public in and for said County and State

100 E. CALIFORNIA AVE.

ADJACENT BUILDING
197 E. CALIFORNIA AVE

MOBILE FOOD TRAILER/TRUCK OPERATED BY TENANT OF 100 E. CALIFORNIA

MOBILE FOOD TRAILER/TRUCK

OPEN AIR VENDING

EXISTING ELECTRICAL CONDUIT TO LOT

15' HIGH, WARM COLORED OUTDOOR STRING LIGHTS, MOUNTED ON DECORATED ENCASED POSTS TYP.

UNDERGROUND ELECTRICAL CONDUIT TO SERVICE ALL TRUCKS AND ELECTRICAL SERVICES

PARKING LOT

VARYING DISTANCES BETWEEN FOOD TRUCKS. 6'-0" MIN.

8' HIGH WOOD PANEL MURAL WALL TO SERVE AS DECORATIVE

11'-0"

140'

16'-0"

MOBILE TRUCK 9 24'-26'

MOBILE TRUCK 7 20'-22'

MOBILE TRUCK 5 14'-16'

MOBILE TRAILER/SMALL TRUCK 3 10-12'

MOBILE TRAILER/SMALL TRUCK 1 10-12'

35'-0"

8'-0"

MOBILE ART - RETIRED SCHOOL BUS

50'

TURNING RADIUS

MOBILE TRUCK 10 14'-16'

7'-11½"

MOBILE TRUCK 8 14'-16'

MOBILE TRUCK 6 20'-22'

MOBILE TRAILER/SMALL TRUCK 4 10-12'

MOBILE TRAILER/SMALL TRUCK 2 10-12'

3'-6"

EXISTING NV ENERGY TRANSFORMER SERVING BUILDING, LOT, AND 197 E. CALIFORNIA

10'-16' METAL GATE W/ SCREENED ARTIFICIAL FOLIAGE FOR FOR SECURITY AND AESTHETICS, TYP.

MOBILE VEHICLE INGRESS AND EGRESS. ALL MANEUVERING WILL BE ON-SITE

BUFFALO EXCHANGE

14'X10' SCREEN FENCED ARTS DISTRICT COMPATIBLE TRASH ENCLOSURE PER WAIVER REQUEST

20'-0"

ALLEY WAY

EXISTING 6' HIGH CMU BLOCK WALL

TEMPORARY LANDSCAPING - TREE ON DECORATIVE PLANTER BOX, TYP.

NEW ELECTRICAL PANEL TO SERVICE ALL FOOD TRUCKS AND ELECTRICAL SERVICE

15' HIGH, WARM COLORED OUTDOOR STRING LIGHTS, MOUNTED ON DECORATED ENCASED POSTS TYP.

UNDERGROUND ELECTRICAL CONDUIT TO SERVICE ALL TRUCKS AND ELECTRICAL SERVICES

ADJACENT BUILDING
1212 S CASINO CENTER BLVD

EXISTING PARKING

S. CASINO CENTER BLVD

N

SCALE: 1/16" = 1'-0"

GENERAL NOTES:

1. NEIGHBORING BUILDING IN AGREEMENT TO PROVIDE RESTROOM FACILITIES ACCESS TO TRUCK STAFF. DIRECTIONAL SIGNAGE PROVIDED

2. ALTERNATIVE PAVEMENT TREATED WITH POLYPAVER™ OR APPROVED ALTERNATIVE TO MITIGATE DUST CONTROL. PRODUCT EXCEEDING ASPHALT STRENGTH IN ACCORDANCE WITH TITLE 19.08 AND CLARK COUNTY AIR QUALITY DEPARTMENT STANDARDS

3. FOOD TRUCKS TO VARY IN SIZE BETWEEN 16' - 26'. SHALL MAINTAIN MIN. DISTANCE AS REQUIRED BY FIRE CODE WITH ALL MANEUVERING TO BE MAINTAINED ON-SITE

4. LOT TO HAVE PERIMETER SECURITY FENCING AROUND ALL SIDES EXCEPT AT EXISTING SOUTHERN CMU WALL. STREET FACING FENCE WILL BE ALUMINUM FRAME, OPEN METAL WIRE, COVERED WITH ARTIFICIAL BOXWOOD HEDGE FOLIAGE TO IMPROVE ENVIRONMENT AND CREATE A SCREEN. NORTHERN WALL BE DECORATIVE WOOD PANELS ATTACHED TO WOODEN POSTS.

5. ALL TRUCKS AND TRAILERS ARE MOBILE, DMV REGISTERED, AND LICENSED BY THE CITY OF LAS VEGAS

6. SCHOOL BUS DMV REGISTERED ON WHEELS, NOT SECURED TO GROUND

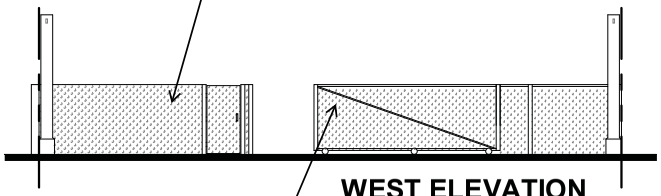
7. MOBILE TRAILER/SMALL TRUCKS 1 & 2 WILL BE ON A MONTHLY LEASE AND NOT DAILY ROTATION AND WILL NOT BE MOVED OFF-SITE OFTEN

8. NEW PANEL CONNECTED TO EXISTING TRANSFORMER WITH EXISTING CONDUIT WILL BE INSTALLED. ALL NEW ELECTRICAL UTILITIES WILL BE TRENCHED AND ROUTED UNDERGROUND

20-0092
01/25/2021

14'X10' SCREEN FENCED ARTS DISTRICT COMPATIBLE TRASH ENCLOSURE PER WAIVER REQUEST

10'-16' ROLLING METAL GATE W/ SCREENED ARTIFICIAL FOLIAGE FOR FOR SECURITY AND AESTHETICS

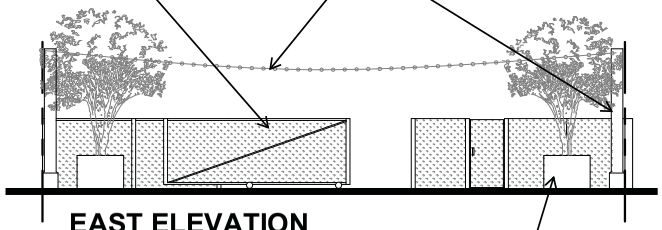


WEST ELEVATION

SCALE: 3/32" = 1'-0"

10'-16' ROLLING METAL GATE W/ SCREENED ARTIFICIAL FOLIAGE FOR FOR SECURITY AND AESTHETICS

12' HIGH, WARM COLORED OUTDOOR STRING LIGHTS, MOUNTED ON DECORATED ENCASED POSTS



EAST ELEVATION

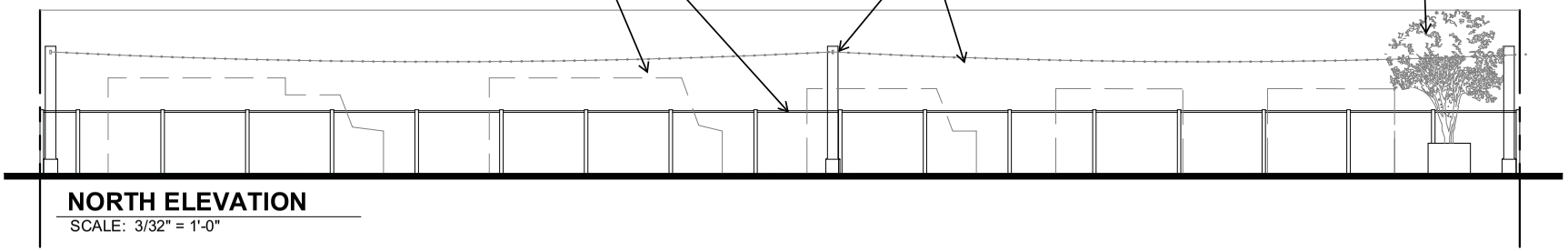
SCALE: 3/32" = 1'-0"

TEMPORARY LANDSCAPING - TREE ON DECORATIVE PLANTER BOX

CHAIN LINK FENCE

OUTLINE OF AREA FOR MOBILE TRUCK

12' HIGH, WARM COLORED OUTDOOR STRING LIGHTS, MOUNTED ON DECORATED ENCASED POSTS



NORTH ELEVATION

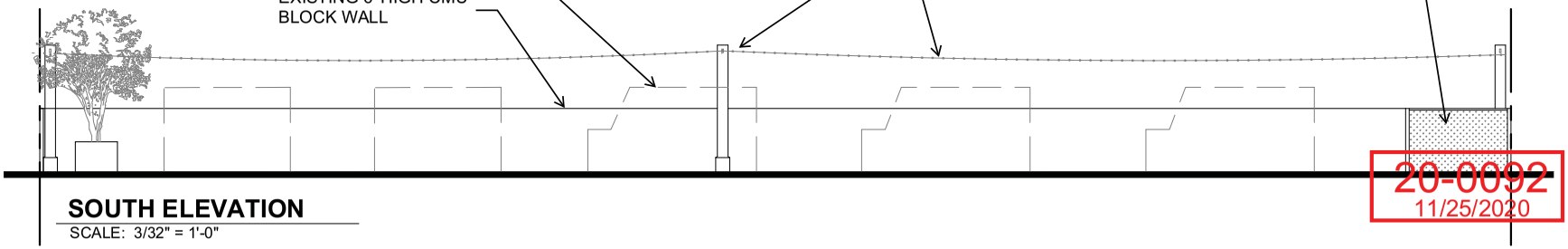
SCALE: 3/32" = 1'-0"

OUTLINE OF AREA FOR MOBILE TRUCK

EXISTING 6' HIGH CMU BLOCK WALL

12' HIGH, WARM COLORED OUTDOOR STRING LIGHTS, MOUNTED ON DECORATED ENCASED POSTS

14'X10' SCREEN FENCED ARTS DISTRICT COMPATIBLE TRASH ENCLOSURE PER WAIVER REQUEST



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

20-0092
11/25/2020

SITE ELEVATIONS

20-0092-SUP1 AND 20-0092-SDR1 - APPLICANT/OWNER: MAIN STREET INVESTMENTS II, LLC
1205 SOUTH MAIN STREET AND 1208 SOUTH CASINO CENTER BOULEVARD

08/20/2020

20-0092-SUP1 AND 20-0092-SDR1 - APPLICANT/OWNER: MAIN STREET INVESTMENTS II, LLC
1205 SOUTH MAIN STREET AND 1208 SOUTH CASINO CENTER BOULEVARD

08/20/2020

20-0092-SUP1 AND 20-0092-SDR1 - APPLICANT/OWNER: MAIN STREET INVESTMENTS II, LLC
1205 SOUTH MAIN STREET AND 1208 SOUTH CASINO CENTER BOULEVARD

08/20/2020

MAIN STREET INVESTMENTS II, LLC
3773 Howard Hughes Parkway, 500S
Las Vegas, Nevada 89169
MainStreetCRE@gmail.com

JUSTIFICATION LETTER

Date: November 20, 2020

To: Department of Planning

From: Main Street Investments II, LLC

Subject: **SDR and SUP – 1208 South Casino Center Boulevard**

This pandemic and critically needed social distancing to reduce the spread of the virus, make this a perfect project for our new environment that allows chefs and their restaurants to continue serving the City, its residents and businesses in a safer way.

We will provide spaces for SNHD-approved and City-permitted food trailers and trucks to park and operate in the open air vending lot located in the heart of the Arts District. Downtown workers and residents will be able to pick up food or have it delivered to their residences or places of work. The small business owners running these mobile food kitchens will not be impacted by the reduction of indoor dining seating capacity like all other dining establishments in Nevada have been.

Please help us open this first of its kind concept in Las Vegas, although similar projects have been very successful in other major cities around US. They provide much needed dining variety and options as well as provide an incubator for new food and beverage concepts. This project will help create jobs needed in our local economy right now.

We need all the requested waivers in order to get this experimental project built on a very limited budget for the proof of concept. Once it is operating and established, we will be able to improve it further and add other amenities for the staff and patrons. This project, although experimental, is not permanent for long term planning for this parcel. The highest and best use of this land is a mixed used development with commercial tenants on the first level and up to 5 levels of live/work and residential use above it much like the projects north and south of it. Based on this plan, we hope you accept the temporary and mobile aspects of the project.

We are asking for an opportunity to turn an empty lot that has sat vacant and fenced in for many years into a new destination in Downtown Arts District, tentatively called the Urban Food Court. The property owners have been approached by established restaurant operators who are seeing an opportunity to pivot from a traditional dine-in model that is problematic in this environment and may become more so now that there is a second wave of the pandemic.

We appreciate your help and support of this redevelopment project in the heart of the Arts District.

20-0092
11/30/2020

MAIN STREET INVESTMENTS
3773 Howard Hughes Parkway, 500S
Las Vegas, Nevada 89169
MainStreetCRE@gmail.com

Date: February 17, 2021

To: Councilwoman Olivia Diaz

From: Main Street Investments II, LLC

Subject: **SUP/SDR Item #34 – 1208 S Casino Center Blvd & 1205 S Main Street**

Dear Councilwoman Diaz,

Sorry for the late notice but we just got unfortunate news tonight. Our real estate and land use consultant tested positive for Covid in the afternoon after returning to Las Vegas for this hearing. He got his test results communicated to him a few hours ago. He told us that he shared with you his test results in private.

We are requesting abeyance of this item from February 17th City Council agenda to March 3, 2021 hearing. We appreciate your thoughts and prayers for him.

Additionally, we respectfully ask for your help in hosting a community virtual town hall. Some of the more outspoken opponents have complained about the project in various media interviews. Since they had not responded to our outreach prior to commenting publicly, we hope that a virtual meeting where all of the neighboring players can engage in constructive dialogue regarding the project while simultaneously eliminating any misunderstandings.

We need additional time and respectfully ask to abbey this item by only 2 weeks.

We appreciate your help on this matter,

Sarah Barton
Manager

Submitted at City Council
Date 2/17/21 Item 34 under 5
By: Noel Casimiro

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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U.S. Postage
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Las Vegas, NV
Permit No. 1630

RECEIVED
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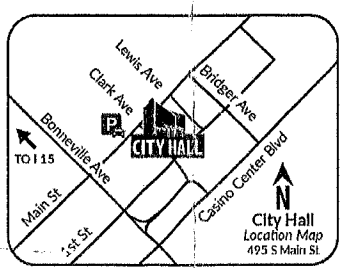
2021 JAN -7 A 11:39

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.

20-0092 and 20-0092-SUP1 and 20-0092-SDR1
City Council Meeting of **01/20/2021**

20-0092
16203105009
197 E CALIFORNIA STREET L L C
4104 FAIRYWREN DR
NORTH LAS VEGAS NV 89031

43 JRDFNP1 89031

From: GARY Creagh
16094828164
2021-01-05 00:33:55 GMT
Page: 2 of 3
To: 17023824803

RECEIVED
CITY CLERK

2021 JAN -4 P 1:38

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

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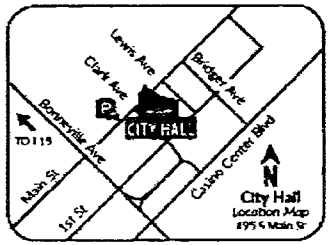
Permit No. 1630



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20-0092 and 20-0092-SUP1 and 20-0092-SDR1
City Council Meeting of **01/20/2021**

20-0092
16203110129
CREAGH GARY SR
CREAGH GARY JR
3726 LAS VEGAS BLVD S # 1706W
LAS VEGAS NV 89158

13 JRDFNP1 89158

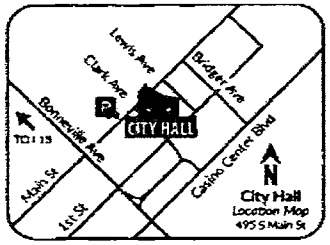
From: GARY Creagh
16094828164
2021-01-05 00:33:55 GMT
Page: 1 of 3
To: 17023824803

RECEIVED
CITY CLERK

2021 JAN -4 P 4:38

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



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0092 and 20-0092-SUP1 and 20-0092-SDR1
City Council Meeting of **01/20/2021**

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Las Vegas, NV
Permit No. 1630

20-0092
16203110130
CREAGH GARY SR
CREAGH GARY JR
3726 LAS VEGAS BLVD S # 1706W
LAS VEGAS NV 89158

13 JRDFNP1 89158

From: GARY Creagh
16094828164
2021-01-05 00:33:55 GMT
Page: 3 of 3
To: 17023824803

RECEIVED
CITY CLERK

2021 JAN -4 P 4:38

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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Las Vegas, NV
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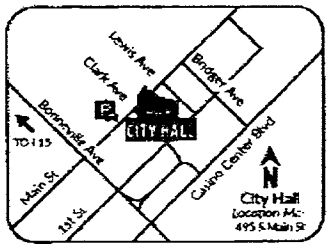

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0092 and 20-0092-SUP1 and 20-0092-SDR1
City Council Meeting of **01/20/2021**

20-0092
16203101002
STICKY 2 L L C
3726 LAS VEGAS BLVD S # 1706
LAS VEGAS NV 89158-4364

13 JRDFNP1 89158

54a-b

Meeting Comments

From: Mario Enriquez <mario@garagistelv.com>
Sent: Monday, January 18, 2021 12:40 PM
To: Meeting Comments
Subject: City Council, January 20, Item #54 (a & b)
Attachments: Open Air Vending Comments for Use 20-0092-SDR1 and 20-0092-SUP1.pdf

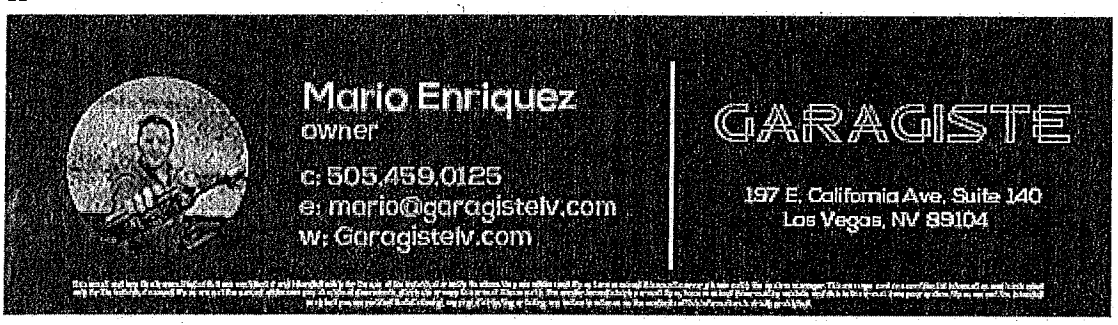
CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Good afternoon,

I am submitting comments in opposition to the Open Air Vending proposal referenced by 20-0092-SUP1 and 20-0092-SDR1 to be entered into record during the Las Vegas City Council meeting on January 20th at 9AM.

Thank you

--



Submitted at City Council
54a-54b

Comment on Proposed Open Air Vending Use 20-0092-SDR1 (20-0092-SUP1)

On behalf of Garagiste Wine Room | Merchant located at 197 E. California Avenue Suite 140 (directly adjacent to the proposed Open Air Vending Lot and the closest business potentially affected by its approval) I, Mario Enriquez, and Eric Prato would like to record our opposition to the proposal as-is.

Until adequate and approved infrastructure with regards to public sanitation facilities, beautification, waste management, electrical code compliance, sewage code compliance, water code compliance, gas code compliance, SNHD approval and compliance, grease trap compliance, fire code compliance, alcohol control plan approval, crowd control plan approval, noise control plan approval, traffic control, parking control and ethical oversight of food truck sub-contracts are addressed and provided, we are in direct opposition to this project moving forward. We insist that the responsibilities for providing the aforementioned requirements fall on the owner/lessor of the proposed lot/site and not fall on any individually licensed food truck or trailer operator due to their transient nature and the inherent difficulties and/or lack of enforcement by proper authorities, ownership and management of the lot.

We insist that the applicant(s) for this project be held to the same, exact liabilities and project oversight that any brick-and-mortar business, like ours, has been held to prior to approval. To allow the project to move forward without parallel requirements would confirm a nefarious loophole in existing standard operating procedures and protocols for approval for any potential food and beverage operation moving forward. The applicant has uncovered this loophole and is all too willing to exploit it for personal gain without regard or respect for surrounding businesses.

Let it also be recorded that we are categorically in opposition to any assumption put forth by the applicant on our behalf. It is our belief that our position on the project has been egregiously mis-represented by the applicant, without our knowledge, potentially to the detriment of ours and surrounding businesses. We have not agreed, and will never, to providing public use of our facilities to patrons other than our own. We have not agreed, and will never, to shared parking in our private lot or in spaces adjacent to our business to patrons (other than our own) or operators without the expressed authority to do so. We have not agreed, and will never, to share the burdens of the aforementioned code controls or compliance in any respect with the ownership, management, sub-contractors or operators of the proposed site.

Furthermore, we would like a vote of no confidence in the ethical business practices of the applicant, ownership and management of the proposed site be recorded and considered prior to the final project vote.

Sincerely,

Mario Enriquez, Owner
&
Eric Prato, Owner

Garagiste Wine Room | Merchant

54A-B

Meeting Comments

From: Ydo Yturralde
Sent: Tuesday, January 19, 2021 10:27 AM
To: Meeting Comments
Subject: 1/20 CC it#54

FYI

Thank you,

Ydoleena Yturralde
Special Assistant to Councilwoman Olivia Diaz Office of City Council
Office: 702-229-2359 | Cell: 702-882-0715 yyturralde@lasvegasnevada.gov
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov/ward3

-----Original Message-----
From: steve kestler <kestlersystempro@hotmail.com>
Sent: Tuesday, January 19, 2021 10:06 AM
To: Ward 3 <Ward3@LasVegasNevada.GOV>
Subject: Council Olivia Diaz (food truck park)

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Good morning, my name is Steve Kestler I'm the owner of Maize st. I hope this email finds you well, I sent you this email to ask you for your support to the food truck community, the reality of a food trailer park can be something of a good help for our industry as we don't have any spaces available to work in an efficient secure way in the city, it'll mean the world to all of us if we get your support thanks in advance and have a great day!

Steve Kestler

549-b

Meeting Comments

From: Michael Park <highdesertland@gmail.com>
Sent: Monday, January 18, 2021 11:09 PM
To: Meeting Comments
Subject: Comment for Item 54 of City Council Agenda for Wednesday, January 20, 2021, 20-0092

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Restaurant owners spend $200,000 to $1 million to build out their permanent venue. That investment stays with the neighborhood it's built into the buildings that are attached to the ground of the neighborhood. These restaurant owners' investments are gift to the neighborhood and to the broader community as much as it is a tool for them to harvest their livelihood. These restaurants right now are pinched so hard under Covid that some, not all, are really struggling. The proverbial camel's back is straining.

Now, if the food trucks are approved, it'll be more straws heaped on the camel's back. A food truck court of the kind proposed is parasitic on the existing businesses and drains them of potential patrons and their income as some of these patrons who would have gone to the restaurants instead will now spend their money at the food trucks. It's tantamount to stealing from the neighborhood restaurants the very opportunity they created.

Why discriminate against food trucks in the Arts District? Because they've no skin in the game. They roll in on wheels today and could be gone tomorrow upon a change in the weather. Unlike the restaurant owner's, they've literally given nothing to the neighborhood? Rather they'll be harvesting some portion of the neighborhood's disposable income, and in doing so, taking it away from the brick & mortar restaurants. They've nothing at risk and they take from our neighborhood's small businesses whose owners have risked everything to open the amenities that make the Downtown South neighborhoods so vital. We ought defend our small businesses from such threats, not bring the threats to their doorstep.

Some will say that these food trucks will create "life" and "energy" in the neighborhood and that anything is better than a vacant lot. Anyone who visited the neighborhood this past weekend knows first hand that the neighborhood already is lively and energetic and becomes more so with each passing season.

And while it's true that vacant lots aren't the most vibrant, though they can become parking lots (something this neighborhood desperately needs), no vacant lot will be vacant long here. Casino Center, the street on which the Food Truck Court is planned, has plenty of project in the works for 2021 to catalyze that block as far south at Colorado. There's even revitalization underway at this moment on Casino Center down to Imperial. Energy and life naturally will be drawn down Casino Center rapidly via redevelopment of brick & mortar spaces for operators who actually contribute to building the longterm fabric of the neighborhood and the community to which it plays host.

There's nothing per se intrinsically wrong with food trucks or the good folks who operate them. Many terrific restaurants were born from food trucks...they can be an approachable way to vet a business before launching a brick & mortar location. And a food court can bring action and energy regardless of whether it's an actual food hall or a food truck court. The point, though, is that we ought consider the health and well-being of the actual stake holders in the neighborhood—those restaurants that are vested with real and appreciable capital investments in the neighborhood. We ought to consider their needs in this time when F&B venues are struggling greatly and reaching for every opportunity to recover from (quite possibly) their worst year in history.

Appoval of item 54 only will make our neighborhood's restaurants' climb harder and steepen the walls of their hole while offering little or no return of value to the neighborhood.

Please vote to deny item 54.

All the Best,

Michael Park

.....

park@portfoliocre.com

702 . 235 . 7300

Form Name:	City Council Live
Submission Time:	January 20, 2021 10:09 am
Browser:	Chrome 87.0.4280.141 / Windows
IP Address:	24.234.184.88
Unique ID:	742997510
Location:	36.078098297119, -115.21240234375

First Name	Stephanie
Last Name	Smith
City Resident	Yes
Zip Code	89104
Agenda Item Number	54
Choose One	Protest
Council Comment	Silver Cloud Properties II, LLC objects to item 54. Item 54 will negatively impact parking and traffic for customers of brick and mortar restaurants and will burden those that have restrooms, and discourages customers from remaining in the arts district.

From:	Paul M
To:	LuAnn D. Holmes
Cc:	Ydo Yturralde; City Clerk, Deputies; Olivia Diaz
Subject:	Abeyance Request - 1208 S Casino Center Blvd SUP/SDR - Agenda #54
Date:	Tuesday, January 19, 2021 4:12:16 PM

CAUTION: This email originated from an **External Source.** Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear Ms. Holmes, to follow up on our conversation with Councilwoman Diaz earlier today, please consider this a formal request for 30 day abeyance on the matter scheduled for the 1/20 City Council agenda regarding property located at 1208 S Casino Center in Ward 3.

Also, this item has been extensively covered in local media (radio, TV, print, and online publications) as well as the subject of online petion and we anticipate a large turnout of concerned citizens and residents of the City. Therefore, we are respecfully requesting that you schedule this early on the Agenda to accomodate those private citizens showing up to make their opinions heard.

Thank you in advance for your assistance on this matter and the abeyance.

Respectfully,

Paul Murad

President

METROPLEX Group

930 South Third Street, Suite 400*

Las Vegas, NV 89101

(702) 450-2343 office

paul@metroplexgroup.com

**NOTE above physical address only. Mailing address remains the same: P.O. Box 93033, Las Vegas, Nevada 89193-3033*

This e-mail communication contains CONFIDENTIAL INFORMATION WHICH ALSO MAY BE LEGALLY PRIVILEGED and which is intended only for the use of the intended recipient(s) identified above. If you are not the intended recipient of this communication, you are hereby notified that any use, dissemination, distribution, downloading or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail or by telephone at (702) 450-2343 and delete this communication and destroy all copies. Thank you for your cooperation.

Submitted after final agenda
54a-54b

PAGE 01/01
MARC COMSTOCK
City Council - Page 55
7024575999
01/01/2006 00:01

RECEIVED
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2021 JAN 19 A 7:32

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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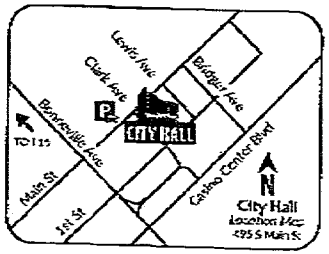
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0092 and 20-0092-SUP1 and 20-0092-SDR1

City Council Meeting of **01/20/2021**

WITH CAUSE ADDITIONAL PARKING PROBLEMS + COMPETES WITH STRUGGLING BRICK+MORTAR ESTABLISHMENTS - NOT GOOD FOR THE ARTS DISTRICT - WE RECOMMEND DENIAL!

20-0092
16203110080
JOHNSON WILLIAM G
COMSTOCK MARC W
2853 ARTIC ST
LAS VEGAS NV 89121

89 JRDFNP1 89121

Submitted after final agenda

64a-54b

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2021 JAN -7 P 4:17

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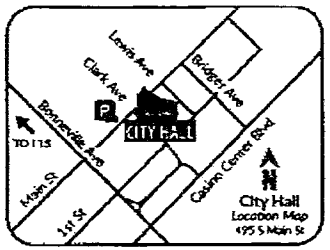
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0092 and 20-0092-SUP1 and 20-0092-SDR1
City Council Meeting of **01/20/2021**

20-0092
16203210019
CREAGH GARY SR
CREAGH GARY JR
3726 LAS VEGAS BLVD S # 1706W
LAS VEGAS NV 89158

13 JRDFNP1 89158

Submitted after final agenda
Items 544 - 548

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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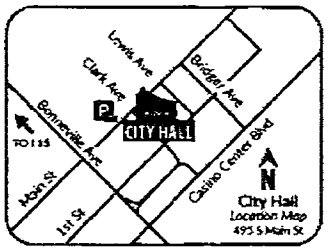
CITY CLERK
2021 JAN -7 P 4:11



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.

20-0092 and 20-0092-SUP1 and 20-0092-SDR1
City Council Meeting of **01/20/2021**

20-0092
16203110128
CREAGH GARY SR
CREAGH GARY JR
3726 LAS VEGAS BLVD S # 1706W
LAS VEGAS NV 89158

13 JRDFNP1 89158

LV.Net

High-Speed Internet

To whom it may concern,

We would like to offer our support for the proposed **Urban Food Court - Phase 1**. As a business in the Downtown Art's District we welcome creative ideas that will help our community. In this case an empty lot will be utilized to generate interest and revenue in our area. Paul Murad has assured everyone that all aesthetic and legal requirements will be met and/or exceeded. We wish Paul and his team the best!

Sincerely,

Mike Young

VP Marketing and Sales

Submitted after final agenda
1/19/21 Items 54a-54b

1221 CASINO CENTER BLVD LAS VEGAS, NV 89104 | MIKE@LV.NET | LV.NET

IBARRA'S
Food Truck Builders

3070 Sirius Ave. Suite 105
Las Vegas, NV 89102
P: 702.289.9334

December 17, 2020

To Councilwoman Olivia Diaz, City Council, and Planning Commissioners,

My name is Jonathan Ibarra and I own IBARRA'S Food Truck Builders and IBARRA'S Commissary, I have been in the food truck business for 20 years and have been building food trucks and food trailers for 15 years. Having a food truck lot in the Arts District on Casino Center Blvd will not only create a safe and entertainment filled place where families and patrons can gather post COVID-19 but it will also help to build revenue for the City of Las Vegas and the small businesses that surround it. By having this food truck lot in the Arts District which is an area that is continuing to grow, the addition of this project will add to the diversity of this area and help it thrive by bringing in food trucks and trailers that serve food from all kinds of different cultures. Food trucks and food trailers are a big part of the Las Vegas community and is a niche that continues to grow, especially during this time when brick and mortar restaurants are struggling; it is a business that gives hope to so many families. Please support and vote for the Las Vegas community to have the possibility of having a food truck lot open where small businesses can work and serve not only the people of Las Vegas but the tourists that come to visit, and help our Downtown Arts District continue to grow and thrive.

Thank you,

Submitted after final agenda
1/19/21 Items 54a-54b

SIGNORA
pizza

December 4, 2020

Dear Councilwoman Olivia Diaz, City Council, and Planning Commissioners,

First and foremost, thank you for taking the time to read this letter in support of the Urban Food Court Project.

My name is Floriana Pastore. I am the owner and head Chef at Signora Pizza. Signora Pizza is the first ever Italian pizzeria on wheels. We picked Las Vegas as the city to debut our food truck because it is a great place with ever greater potential. Signora Pizza has been operating in Las Vegas for 6 months. Our experience in Las Vegas has shown us that food truck enthusiasts appreciate having the ability to taste a diverse set of cuisines all in one convenient location.

When Paul Murad shared the Urban Food Court project with me, I was pleasantly surprised and immediately interested. This seems to be in line with the city's overall interest in providing a space for food trucks to operate, much like the vision of the "food truck lottery".

The Urban Food Court Plan would provide new possibilities for food truck owners to remain open for prolonged periods of time while still abiding by health standards. Indeed, many cities around the United States have designated permanent food truck spaces, and Signora Pizza strongly believes that Downtown Las Vegas would be a perfect location to kickstart such an idea.

We ask you support this new initiative and vote in favor of this project.

Sincerely,

Floriana Pastore

Floriana Pastore

Owner/Partner

FP INTERNATIONAL LLC

FLORIANA PASTORE

720 S. 7th STREET, 3rd FLOOR
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 384-9800
FACSIMILE (702) 665-4120

ANTHONY P. SGRO

Submitted after final agenda
1/19/21 Items 54a-54b

MAIN STREET INVESTMENTS
3773 Howard Hughes Parkway, 500S
Las Vegas, Nevada 89169
MainStreetCRE@gmail.com

Date: March 1, 2021

To: Councilwoman Olivia Diaz

From: Main Street Investments II, LLC

Subject: **SUP/SDR Item #41– 1208 S Casino Center Blvd & 1205 S Main Street**

Dear Councilwoman Diaz,

I have been retained to represent Main Street Investments to represent them on SUP/SDR Item #41. Unfortunately, in an abundance of caution our real estate and land use consultant is in the final stages of recovery for Covid 19 and needs these next few days to assure a full recovery.

To that end, we are requesting another abeyance of this item from the March 3 City Council agenda to the March 17, 2021 hearing.

During these next two weeks, I will be reaching out to those who have expressed opposition to the project and we will be coordinating a virtual townhall with the neighbors. We hope you or one of your staffers can join us for that townhall.

We feel this additional time will not only be a safer time to come before the City Council, but it will give us the opportunity for a more productive outcome.

We appreciate your help on this matter,

Tom Letizia
Consultant/Main Street Investments

Submitted after final agenda
Date 3/1/21 Item 41a-41b

Arts District VP

Speaking not as VP and not as property owner and business owner directly adjacent to the project.

Degreed Engineer and THE Food Vendor Coordinator for a Major Festival

Red Barn Productions

- We produce the Great Dickens Christmas Fair & Victorian Holiday Party for over 50 years.
- Average 8,000 customers a day for 6 weeks.
- Involved for over 21 years in management

Because of my numerous years working very hard issues for this extremely large festival I understand

- food vendor management
- food vendor profits
- coordinating with the local businesses
- coordinating with local code enforcement
- and making a profit for the producer

As a practicing engineer with decades of experience working for the military I understand

- logistics
- traffic management
- local laws
- project coordination
- the importance of meeting deadlines requested by the government officials

I am qualified to speak to this project's flaws and possible success.

I will tell you of just one concern, others will tell you of many more.

This project
Will NOT make a profit for the food trucks.
Will NOT make a profit for the applicant
Will disrupt local businesses
Will increase the City's burden for maintenance of an alley and illegal parking

Submitted at City Council
Date 3/3/21 Item 41a-41b
By: Becky Miller

Consider the 2020 average food truck meals served per day number 90-120.

10 trucks means 900 meals at the lowest end.
If some meals are combined we could see 500-600 meals per day which is what the applicant's representative told the public on KNPR on Monday. (250 people over 4 hours per Noel Casimiro)
Spread this over eight each with a standard peak period and we will see 150 vehicles at the peak hour.
Mind you, this below average profitability of 62 meals per truck a day still adds the burden of more than 1 vehicle per minute in the alley at peak times.

The alley is THE ONLY ingress and egress for this lot.

The alley is NOT designed for this increase in traffic.

Parking is non-existent in this area. Now I speak as a business owner.

I deal with illegally parked cars restricting access to my 11 addresses in that alley every day. With the burden of one car every minute trying to find parking, I will need to increase the number of people I employ to guard my tenants parking spots and business access. This means seriously reducing my profits.

So, we have
a less than profitable proposal for the food trucks
a burden of vehicular traffic for the alley, not designated as a city thoroughfare
an increase in business costs for local businesses

All in all, this is not profitable for anyone, the food trucks, the applicant, the local businesses and the city.

Thank you for your time in considering this matter.

Please vote against this ill-planned and poorly executed project. There are far better food truck court proposals in the works and I look forward to helping them succeed.

With regards to the proposal as-is and in support of our opposition to it, I'd like to implore the Council to render a decision against its passage.

This continued circus and colossal waste of everyone's time has inspired misrepresentation, slander, libel, anonymous threats and frivolous lawsuits from the plan's originators.

Regardless of the dog and pony PR push of Mr. Casemiro and The Moment Group on behalf of Main St. Investments, keep in mind that NONE of their rhetoric matters until successful passage of the proposal which CANNOT and MUST NOT happen in its current form. To do so would be antithetical to the safeguards and standard operating procedures of this Council and the City of Las Vegas in protection of the general public, existing businesses, food truck operators and the Arts District as a whole.

I have no doubt this Council understands the ramifications of allowing the proposal to move forward without a complete overhaul of its assertions and assumptions. Accountability for the inevitable failure of the proposal, should it be allowed to proceed, will reflect negatively against any vote in favor of it.

I have no doubt the Council also understands the responsibilities towards protecting the public, the wards you represent and local business operators inherent in your decisions.

Submitted at City Council
Date 3/3/21 Item 41a-41b
By: Mario Enriquez

Opposition to Unethical and Irresponsible Food Truck Lot

Via Change.org Petitions

Garagiste Wine Room I Merchant started this petition to Las Vegas City Council and 4 others

On behalf of community forward small business owners in the 18b Arts District of Downtown, we would like to record our opposition to proposal: Open Air Vending Use 20-0092-SDR1 (20-0092-SUP1)

Until adequate and approved infrastructure with regards to public sanitation facilities, beautification, waste management, electrical code compliance, sewage code compliance, water code compliance, gas code compliance, SNHD approval and compliance, grease trap compliance, fire code compliance, alcohol control plan approval, crowd control plan approval, noise control plan approval, traffic control, parking control and ethical oversight of food truck sub-contracts are addressed and provided, we are in direct opposition to this project moving forward. We insist that the responsibilities for providing the aforementioned requirements fall on the owner/lessor of the proposed lot/site and not fall on any individually licensed food truck or trailer operator due to their transient nature and the inherent difficulties and/or lack of enforcement by proper authorities, ownership and management of the lot.

We insist that the applicant(s) for this project be held to the same, exact liabilities and project oversight that any brick-and-mortar business, like ours, has been held to prior to approval. To allow the project to move forward without parallel requirements would confirm a nefarious loophole in existing standard operating procedures and protocols for approval for any potential food and beverage operation moving forward. The applicant has uncovered this loophole and is all too willing to exploit it for personal gain without regard or respect for surrounding businesses.

Let it also be recorded that we are categorically in opposition to any assumption put forth by the applicant on our behalf. It is our belief that our position on the project has been egregiously mis-represented by the applicant, without our knowledge, potentially to the detriment of ours and surrounding businesses. We have not agreed, and will never, to providing public use of our facilities to patrons other than our own. We have not agreed, and will never, to shared parking in our private lot or in spaces adjacent to our business to patrons (other than our own) or operators without the expressed authority to do so. We have not agreed, and will never, to share the burdens of the aforementioned code controls or compliance in any respect with the ownership, management, sub-contractors or operators of the proposed site.

Furthermore, we would like a vote of no confidence in the ethical business practices of the applicant, ownership and management of the proposed site be recorded and considered prior to the final project vote.

Name	Location	Date
Man Le	Gretna, US	2021-02-23
Patricia Clay	Fort Worth, US	2021-02-23
Christopher Tom	Pleasantville, US	2021-02-23
Celeste Camacho	Fort Mill, US	2021-02-23
Caleb A	Alpine, US	2021-02-23
Monica Rauda-puffer	Mesa, US	2021-02-23
not adi	Rancho Cordova, US	2021-02-23
Ginny Vance	Franklin, US	2021-02-23
Kate terry	Cranford, US	2021-02-23
Cecilia Chan	Hercules, US	2021-02-23
Sara M	Naperville, US	2021-02-23
Gii Juarez	Houston, US	2021-02-23
Michelle Curry	Aurora, US	2021-02-23
Pamela Saunders	Los Angeles, CA	2021-02-23

Name	Location	Date
Mackenzie McDermott	Omaha, US	2021-02-21
Maria Vazquez	Calistoga, US	2021-02-21
Lenville Couch	Georgetown, US	2021-02-21
Daniel O'Brien	MILTON, US	2021-02-21
William Horrell	Northridge, US	2021-02-21
Joanna Weller	Los Angeles, CA	2021-02-21
Alex perez	Bayonne, US	2021-02-21
Deborah Lee Chill	Burbank, US	2021-02-21
Douglas Klein	St Petersburg, FL	2021-02-21
Sayra Almodovar	Orlando, US	2021-02-21
Kelly Hall	Rochester, US	2021-02-22
Jonathan Hammond	rochester, US	2021-02-22
John Stofko	Allentown, US	2021-02-22
Iyonna Rice	Columbia, US	2021-02-22
Rosemarie Smith	Fort Lauderdale, US	2021-02-22
Anthony Jones	Tacoma, US	2021-02-22
Ernesto Espinoza	Spring, US	2021-02-22
Joseph Kim	Las Vegas, US	2021-02-22
Mari Enstrom	Ewa Beach, US	2021-02-22
Darrian Butcher	Saint Louis, US	2021-02-22
Silvia Salazar	Poplar grove, US	2021-02-22
Renee Visse	East Setauket, NY	2021-02-22

Name	Location	Date
Cesar Jaramillo	Las Vegas, NV	2021-02-18
Cathy Brooks	Los Angeles, CA	2021-02-18
Mary Jane Eichholz	Las Vegas, NV	2021-02-19
Jayne Wynes	Las Vegas, NV	2021-02-19
John Brubaker	Las Vegas, NV	2021-02-19
Kimberlie Shea	Las Vegas, NV	2021-02-19
Shawn Smilie	Las Vegas, NV	2021-02-19
Yazmin Napoleon	Cave Creek, AZ	2021-02-19
Charles Mammarella	Sound Beach, NY	2021-02-20
Michael Della Piazza	Los Angeles, CA	2021-02-20
Craig Fant	Meadville, MS	2021-02-20
John Mosiman,jr	Corpus Christi, TX	2021-02-20
Mary Clark	Winston salem, US	2021-02-20
Suzanne Grafious	Glendora, US	2021-02-20
Robert Hutchins	Corpus Christi, US	2021-02-20
Lisa Bly	Eaton Rapids, MI	2021-02-20
Mike Khatchoui	Baldwin, NY	2021-02-20
Steve Barr	Henderson, NV	2021-02-20
Chef Rodeo Devlin	Las Vegas, NV	2021-02-20
Elizabeth Pelkowski	Las Vegas, NV	2021-02-20
Arlene Wszalek	Las Vegas, NV	2021-02-21
Rocksan Clark	Las Vegas, NV	2021-02-21

Name	Location	Date
Amy Ehlers	Los Angeles, CA	2021-02-17
Katherine Mielke	Las Vegas, NV	2021-02-17
Herman Chavez	Las Vegas, NV	2021-02-17
Jolene Mannina	Las Vegas, NV	2021-02-17
Jesus Cubillas	Las Vegas, NV	2021-02-17
Patrick Munster	Henderson, NV	2021-02-17
Aya Nomoto	Las Vegas, NV	2021-02-17
Annmarie Feiler	Las Vegas, NV	2021-02-17
Aleena Willard	Folsom, CA	2021-02-17
Lisa Racine	Las Vegas, NV	2021-02-17
Mi Ann Bennett	Las Vegas, NV	2021-02-17
kathi richards	lee vining, CA	2021-02-17
Charlotte Kings	Long Beach, CA	2021-02-17
Jennifer Salzberg	Las Vegas, NV	2021-02-17
Rachel Clein-Cunningham	Las Vegas, NV	2021-02-17
Paula Rahn	Vacaville, CA	2021-02-17
Carol Goodman	Martinez, CA	2021-02-18
Elizabeth Howell	Martinez, CA	2021-02-18
Kristen Skold	Santa Rosa, CA	2021-02-18
Aubree Cummings	Las Vegas, NV	2021-02-18
John Butterfield	Berkeley, CA	2021-02-18
Carolyn Fowler	Henderson, NV	2021-02-18

Name	Location	Date
Patrick Mccomas II	Los Angeles, CA	2021-02-15
Gary FX LaMorte	Las Vegas, NV	2021-02-15
Douglas Abbott	Las Vegas, NV	2021-02-16
Jami Jones	Los Angeles, CA	2021-02-16
Keith Norman	Las Vegas, NV	2021-02-16
Eddie Aquino	Las Vegas, NV	2021-02-16
RaIne Irenze	Las Vegas, NV	2021-02-16
Liz Costello	Las Vegas, NV	2021-02-16
Monera Mason	Las Vegas, NV	2021-02-16
Abby Stroot	Las Vegas, NV	2021-02-16
Dave Forrest	Henderson, NV	2021-02-16
Shani Garrett	Las Vegas, NV	2021-02-16
J Gillett	Knoxville, TN	2021-02-16
WARREN SMITH	DURANGO, CO	2021-02-16
Kevin Kiser	Pasadena, CA	2021-02-16
mike garber	Los Angeles, CA	2021-02-16
Robert Pullen	Lompoc, CA	2021-02-16
Jennifer Hunter	Las Vegas, NV	2021-02-16
Ilene Diecedue	Lawndale, CA	2021-02-17
Rebecca King	Las Vegas, NV	2021-02-17
Derik King	Las Vegas, NV	2021-02-17
Dominique Thorne	Las Vegas, NV	2021-02-17

Name	Location	Date
Vicki Hazelwood	Jeanerette, LA	2021-02-14
Daven Ramey	Huntington, US	2021-02-14
Alana Rivers	Brooklyn, US	2021-02-14
John Betz	PHILLIPSBURG, US	2021-02-14
Sally Camacho	Studio City, CA	2021-02-14
angela h	Las Vegas, NV	2021-02-14
Nikkole Liesse	Las vegas, NV	2021-02-14
Ryan Rowland	Las Vegas, NV	2021-02-14
Janice Druez	Henderson, NV	2021-02-14
Laurie Godwin	Newberg, US	2021-02-14
Downtown Steve Franklin	Las Vegas, NV	2021-02-14
Rachel Diehl	Henderson, NV	2021-02-14
Josh Davis	Las Vegas, NV	2021-02-15
Beatrice Martinez	Las Cruces, NM	2021-02-15
Marla Todd	Orangevale, CA	2021-02-15
Lee Scott	Las Vegas, NV	2021-02-15
Lynn Crain	Boulder City, NV	2021-02-15
Keri Valentic Moore	Las Vegas, NV	2021-02-15
Cory Eckstein	West Hollywood, CA	2021-02-15
Suzanne Couture-Woodbury	Las Vegas, NV	2021-02-15
Ofelia Monje	Las Vegas, NV	2021-02-15
d Hoff	Las Vegas, NV	2021-02-15

Name	Location	Date
Angela Ortaliza	Las Vegas, NV	2021-02-14
Shay Mordo	Las Vegas, NV	2021-02-14
Kristalle Herda	Las Vegas, NV	2021-02-14
Courtney Cox	Las Vegas, NV	2021-02-14
Patty Dominguez	Las Vegas, NV	2021-02-14
Patty Gray	Las Vegas, NV	2021-02-14
Michael Gaddy	Modesto, CA	2021-02-14
Susie Morales	Norwalk, US	2021-02-14
Collier Minerich	Las Vegas, NV	2021-02-14
Cera Sulit	Sacramento, US	2021-02-14
Cash Chanley	Council Hill, US	2021-02-14
Brittany Jones	East Orange, US	2021-02-14
Ashley Farkas	Las Vegas, NV	2021-02-14
Grady Parker	Sherman Oaks, CA	2021-02-14
Carole (Engle, Bannerman) Schlesinger	Kill Devil Hills, US	2021-02-14
Alex Schubert	Las Vegas, NV	2021-02-14
John Ulmanis	Las Vegas, NV	2021-02-14
Sophia Fanslow	Buena Park, US	2021-02-14
Sharon Cecil	Englewood, OH	2021-02-14
Jean Chagnon	Montréal, US	2021-02-14
Michael Southern	Winter Garden, US	2021-02-14

Name	Location	Date
Randy Meyer	Las Vegas, NV	2021-02-13
Lawrence Isara	Henderson, NV	2021-02-13
D L	Anaheim, CA	2021-02-13
Ami Robbins	Las vegas, NV	2021-02-13
David Macias-Clark	Las Vegas, NV	2021-02-13
Marisol Enriquez	Albuquerque, NM	2021-02-13
Liza Wagner	Dallas, TX	2021-02-13
Brett Geiger	Las Vegas, NV	2021-02-13
Christopher Anderson	Las Vegas, NV	2021-02-13
Brenda Bradbury	Las Vegas, NV	2021-02-13
Nicole McCabe	Las Vegas, NV	2021-02-13
Ryan Bargnes	Las Vegas, NV	2021-02-14
Heather Ball-parks	Dunedin, FL	2021-02-14
Linda Enriquez	Las Cruces, NM	2021-02-14
yolanda valle	Las Cruces, NM	2021-02-14
Chesie Palmer	Deptford, US	2021-02-14
Jonathan Amorin	Las Vegas, NV	2021-02-14
Chase Gordon	US	2021-02-14
Rosemary Weatherspoon	North Las Vegas, NV	2021-02-14
Estrella Penney	Glendale, CA	2021-02-14
Andrea Cwik	Tracy, CA	2021-02-14
Jarrett Weatherspoon	North Las Vegas, NV	2021-02-14

Name	Location	Date
Craig Andreski	Colorado Springs, CO	2021-02-13
Karin Tomcik	Las Vegas, NV	2021-02-13
Andrew Jones	Kingston, US	2021-02-13
Caleb Flores	Rio Hondo, US	2021-02-13
Mario Noriega	Hemet, US	2021-02-13
Vivi Shafer	Brentwood, US	2021-02-13
Caio Fuganholi	Las Vegas, NV	2021-02-13
Chris Conlon	Las Vegas, NV	2021-02-13
Kathleen Weatherspoon	North Las Vegas, NV	2021-02-13
Tracey E. Marshall	Springfield, US	2021-02-13
emely mayers	Bronx, US	2021-02-13
Jose Andrade	Silver Spring, US	2021-02-13
Cassie Pritchard	Fort Worth, US	2021-02-13
Barbara Collins	Las Vegas, NV	2021-02-13
Jason Charles	Perth Amboy, US	2021-02-13
Jonah Naccarato	Saugerties, US	2021-02-13
Tanner McDermott	Saint George, UT	2021-02-13
Kelley Waltz	Las Vegas, NV	2021-02-13
Dorothy Maras	PEBBLE Beach, CA	2021-02-13
Eric Gladstone	Las Vegas, NV	2021-02-13
Brian Duffy	Henderson, NV	2021-02-13
Jackie Mai	Las Vegas, NV	2021-02-13

Name	Location	Date
John church jr.	Los Angeles, CA	2021-02-13
Greg Bennett	Altamonte Springs, US	2021-02-13
Gloria Pena	Newport Beach, CA	2021-02-13
Daniel Mekelburg	Brooklyn, NY	2021-02-13
Vincent Rotolo	Las Vegas, NV	2021-02-13
Howard Kim	Apopka, FL	2021-02-13
Joseph Marsco	Rancho Palos Verdes, CA	2021-02-13
Riccardo Hinds	Las Vegas, NV	2021-02-13
Samuel Davidson	Las Vegas, NV	2021-02-13
Todd VonBastiaans	Las Vegas, NV	2021-02-13
Jim Schaeffer	Henderson, NV	2021-02-13
Deanna Langer	Henderson, NV	2021-02-13
Melanie Johnsen	Austin, TX	2021-02-13
Justine Brashear	Chino Hills, CA	2021-02-13
Beau Solis	Las Vegas, NV	2021-02-13
Todd Eigenrauch	Las Vegas, NV	2021-02-13
Dolores Morris	Las Vegas, NV	2021-02-13
Robin Camacho	Las Vegas, NV	2021-02-13
SCHO SCHO	Fort Lauderdale, US	2021-02-13
Larry Sprissler	Las Vegas, NY	2021-02-13
juliana serina	Boyertown, US	2021-02-13
Tomas alberto Espino	Las Vegas, NV	2021-02-13

Name	Location	Date
Joaquin Alvarez	Las Vegas, NV	2021-02-13
Cory Harwell	Las Vegas, NV	2021-02-13
Sarah Hansen	Las Vegas, NV	2021-02-13
April Rivas	Lake City, SC	2021-02-13
Brody Ballou	Shepherdsville, US	2021-02-13
Marisol Medina	Fruitland, US	2021-02-13
Ryan Jackson	St George, US	2021-02-13
Annabelle Brown	Orlando, US	2021-02-13
Dayvid Figler	US	2021-02-13
Whanyah Davis	Paterson, US	2021-02-13
Colin Beaumier	Grand Forks, ND	2021-02-13
John Murphy	Las Vegas, NV	2021-02-13
Julianne Boyle	Aiken, GA	2021-02-13
Carrie Cleland	Las vegas, NV	2021-02-13
Justin Klauba	Coeur D'alene, ID	2021-02-13
Marky Garabedian	Glen Allen, US	2021-02-13
Brenda Willis	Newnan, US	2021-02-13
John Mullarkey	Houston, US	2021-02-13
Gregory Ulrich	Stuart, FL	2021-02-13
Vanessa Riley	Sumter, US	2021-02-13
Dhjfjsjdjd Dbsjfnsnnc	Huntfbdjdj, US	2021-02-13
Joanna Haller	Mesa, US	2021-02-13

Name	Location	Date
Ryan Burchett	Las Vegas, NV	2021-02-13
Autum Sparlin	Tucson, AZ	2021-02-13
Michelle Wildrick	Las Vegas, NV	2021-02-13
Samantha Brooks	Santa Rosa, CA	2021-02-13
Jerry Misko	Las Vegas, NV	2021-02-13
Wyndee Forrest	Henderson, NV	2021-02-13
Brenton Balika	Las Vegas, NV	2021-02-13
Krystal Goforth	Littleton, CO	2021-02-13
Michael Antoci	Gresham, OR	2021-02-13
Jerry Beacom	Santee, CA	2021-02-13
Kirby Cunanan	Las Vegas, NV	2021-02-13
Beni Velázquez	Las Vegas, NV	2021-02-13
Mildred Schneidman	Las Vegas, NV	2021-02-13
Marques Jackson	Las Vegas, NV	2021-02-13
Tucker St. John	Anaheim, NV	2021-02-13
William Swan	Las Vegas, NV	2021-02-13
Nicole Briere	Las Vegas, NV	2021-02-13
Amanda Powell	Las Vegas, NV	2021-02-13
Bethany Holden	North Las Vegas, NV	2021-02-13
Bobby Silva	Henderson, NV	2021-02-13
Melinda Serna	Chandler, AZ	2021-02-13
Danny Kean	Las Vegas, NV	2021-02-13

Name	Location	Date
Will Tran	Burbank, CA	2021-02-13
Brian Hennigan	Las Vegas, NV	2021-02-13
Anna Marie Shropshire	Las Vegas, NV	2021-02-13
Ralph Perrazzo	Las Vegas, NV	2021-02-13
Alex Reznik	Henderson, NV	2021-02-13
scott serres	Henderson, NV	2021-02-13
Lauren Caldwell	Las Vegas, NV	2021-02-13
Joy Cuevas	Arleta, CA	2021-02-13
TIMOTHY Ward	Chicago, IL	2021-02-13
Joe Moore	Chicago, IL	2021-02-13
kevin connelly	Harwood Heights, US	2021-02-13
Brooke Flannelly	Franklin Square, US	2021-02-13
JEMAL MAMMA	Antioch, US	2021-02-13
Michael Manley	Las Vegas, NV	2021-02-13
Deandra Rivers	Philadelphia, US	2021-02-13
Brian Burr	Meridian, US	2021-02-13
Patricia Mendez	Inglewood, US	2021-02-13
GEMECHU BONSA	Nashville, US	2021-02-13
Louie Dias	Carmichael, US	2021-02-13
yes time	Manteca, US	2021-02-13
Nicole Pallesen	Riverside, CA	2021-02-13
Kate Gilman	Las Vegas, NV	2021-02-13

Name	Location	Date
Sarah Fusco	Las Vegas, NV	2021-02-12
Mike Amidei	Las vegas, NV	2021-02-12
Luke Palladino	Las Vegas, NV	2021-02-13
Lomberto Lemus	Las Vegas, NV	2021-02-13
Shannon Mora	Henderson, NV	2021-02-13
Lisa Blanchard	Las Vegas, NV	2021-02-13
Kira Tuiaki	Las Vegas, NV	2021-02-13
Jamia Austin	Clearwater, FL	2021-02-13
Ashley Juresic	Las Vegas, NV	2021-02-13
Elle Gaensslen	Las Vegas, NV	2021-02-13
Louis Hirsch	Henderson, NV	2021-02-13
Kristel Jensen	Las Vegas, NV	2021-02-13
Stu Yaffe	US	2021-02-13
Matthew Washton	Reseda, CA	2021-02-13
Adam Allen	Las vegas, NV	2021-02-13
Alex Barnhill	Rockwall, TX	2021-02-13
Rosetta Newman	Las Vegas, NV	2021-02-13
George Baumer	Frisco, CO	2021-02-13
Lisa Porter	Las Vegas, NV	2021-02-13
Savannah King	Las Vegas, NV	2021-02-13
Glena Dunn	Las Vegas, NV	2021-02-13
Sara Malconian	Los Angeles, CA	2021-02-13

Name	Location	Date
Mari Gonzales	Las Vegas, NV	2021-02-12
Joshua Lovelady	Las Vegas, NV	2021-02-12
Damon Workman	Saint Louis, MO	2021-02-12
Stephanie Salonga	Las Vegas, NV	2021-02-12
Leslie Lao	Las Vegas, NV	2021-02-12
Nicholr Hester	Las Vegas, NV	2021-02-12
Dorian Oldham	Kansas City, MO	2021-02-12
Janell Faraj	Los Angeles, CA	2021-02-12
James Wilcox	Peoria, AZ	2021-02-12
David Medred	Saltsburg, US	2021-02-12
Erin Castro	Las Vegas, NV	2021-02-12
Beacom Tanya	Las Vegas, NV	2021-02-12
Sadie Tice	Utica, US	2021-02-12
Nicole Thorpe	Mt Vernon, US	2021-02-12
Leah Philby	Sully, US	2021-02-12
Mark Steele	Las Vegas, NV	2021-02-12
Ricky Lewis	Las Vegas, NV	2021-02-12
SARAH COLLINS	Las Vegas, NV	2021-02-12
Debra lingo	Kirkland, US	2021-02-12
Paige Lam	New York, US	2021-02-12
Maria Lopez	Humacao, US	2021-02-12
Martin Helfand	Las Vegas, NV	2021-02-12

Name	Location	Date
Kareem Butler	Cordele, US	2021-02-12
Leyton Luangsy	New Iberia, US	2021-02-12
Pink Diamond	New York, US	2021-02-12
Skylar Tuckett	Santa Monica, US	2021-02-12
Nick Shetter	Dayton, US	2021-02-12
Jeremiah Hudson	Lakeland, US	2021-02-12
Rob Proby	Las Vegas, NV	2021-02-12
Shavonte' Lewis	Savannah, US	2021-02-12
Sara Kiper	Las Vegas, NV	2021-02-12
Flor Bernal	Henderson, NV	2021-02-12
L R	Las Vegas, NV	2021-02-12
Bank Atcharawan	Las Vegas, NV	2021-02-12
Brian Dermody	Las Vegas, NV	2021-02-12
Cynthia Serna	New Mexico, NM	2021-02-12
Lindsey Cruz	Whitethorn, CA	2021-02-12
Nichole Mcdermott	Las Vegas, NV	2021-02-12
Christopher Bule	Las Vegas, NV	2021-02-12
Favian Castiblanco	Henderson, NV	2021-02-12
Clint Spotleson	Las Vegas, NV	2021-02-12
Misty Landsverk	Las Vegas, NV	2021-02-12
Keith Bracewell	Las Vegas, NV	2021-02-12
Mark Scharaga	US	2021-02-12

Name	Location	Date
Vanessa Meade	Las Vegas, NV	2021-02-12
Ida Masotto	Fontana, CA	2021-02-12
Jacqueline Lingle	Las Vegas, NV	2021-02-12
Scott James	Las Vegas, NV	2021-02-12
Richard Passo	Las Vegas, NV	2021-02-12
Kelli Modica	Sherman Oaks, CA	2021-02-12
Sara Rolen	Las Vegas, NV	2021-02-12
Stacie Lazaro	Las Vegas, NV	2021-02-12
John Arena	Las Vegas, NV	2021-02-12
Fred ROSTA	Las Vegas, NV	2021-02-12
Michael Guzman	Las Vegas, NV	2021-02-12
Don Boyer	Henderson, NV	2021-02-12
Kris McMahon	Las Vegas, NV	2021-02-12
Michael McLeod	Las Vegas, NV	2021-02-12
Joanna Zwink	Las Vegas, NV	2021-02-12
Ryan Allord	Las Vegas, NV	2021-02-12
Mark Adrian Eniola	Kailua Kona, US	2021-02-12
Jordan Logue	Huntington Station, US	2021-02-12
Brenda Jose	Arlington, US	2021-02-12
Destyne Smith	Laurel, US	2021-02-12
Adam Norotsky	Henderson, NV	2021-02-12
Jaden Leon	Watervliet, US	2021-02-12

Name	Location	Date
Jamie Ebersole	US	2021-02-12
Idalis Rodriguez	Las Vegas, NV	2021-02-12
Harry Larsen	Las Vegas, NV	2021-02-12
david day	lebanon, OR	2021-02-12
Danielle Crosbie	Las Vegas, NV	2021-02-12
Bridget Dacey	Hopatcong, NJ	2021-02-12
Heath Berger	Las Vegas, NV	2021-02-12
Maryann Powers	Las Vegas, NV	2021-02-12
Eduardo Cordova	Las Vegas, NV	2021-02-12
Norman Acosta	Henderson, NV	2021-02-12
Emily Hansen	Las Vegas, NV	2021-02-12
Kayra Chinchilla	Las Vegas, NV	2021-02-12
Michael Clark	Las Vegas, NV	2021-02-12
George Wilkinson	Las Vegas, NV	2021-02-12
Myrhissa Bautista	Las Vegas, NV	2021-02-12
Harley Carbery	Saint Paul, MN	2021-02-12
Nick Brough	Monrovia, CA	2021-02-12
Jerad Jay	Las Vegas, NV	2021-02-12
David Cooper	Las Vegas, NV	2021-02-12
dan robinson	Tuscaloosa, AL	2021-02-12
Vladimir Tchakalsky	Las Vegas, NV	2021-02-12
Adam O'Donnell	Las Vegas, NV	2021-02-12

Name	Location	Date
Scott Green	Anaheim, CA	2021-02-12
Dan Simmons	Las Vegas, NV	2021-02-12
Christina Johnson	Kuna, ID	2021-02-12
Matt Leos	Las Vegas, NV	2021-02-12
Davi-May Messinger	Las Vegas, NV	2021-02-12
Donovan Holden	North Las Vegas, NV	2021-02-12
Michael Compton	Henderson, NV	2021-02-12
Jon Butler	Los Angeles, CA	2021-02-12
Nayelee Villanueva	Las Vegas, NV	2021-02-12
Ronald Henriquez	Las Vegas, NV	2021-02-12
Rober Wright	Henderson, NV	2021-02-12
Tanya Wann	Las Vegas, NV	2021-02-12
Alexandria Le	Las Vegas, NV	2021-02-12
Jonathan Manglicmot	Las Vegas, NV	2021-02-12
Cheryl Tate-McColl	Las Vegas, NV	2021-02-12
Jordan Camacho	Las Vegas, NV	2021-02-12
Crystal Eden	Las Vegas, NV	2021-02-12
Stephanie Selesnick	Las Vegas, NV	2021-02-12
Kerry Callahan	Henderson, NV	2021-02-12
Jorge Anaya	Los Angeles, CA	2021-02-12
Kathleen Thomas	Las Vegas, NV	2021-02-12
Mallory Cervas	Las Vegas, NV	2021-02-12

Name	Location	Date
Michelle Harre	Las Vegas, NV	2021-02-12
Craig Finetti	Las Vegas, NV	2021-02-12
Diana Brier	Henderson, NV	2021-02-12
Jessica Gordon	Las Vegas, NV	2021-02-12
Armando Aguilar	Las Vegas, NV	2021-02-12
Vincent Celeste	Henderson, NV	2021-02-12
Toni Law	Henderson, NV	2021-02-12
Brenda Choi	Los Angeles, CA	2021-02-12
Cody Herbold	Las Vegas, NV	2021-02-12
kevin krople	morris, IL	2021-02-12
Courtney Blair	Las Vegas, NV	2021-02-12
Meli Alexander	Los Angeles, CA	2021-02-12
Jessica Hottel	Phoenix, AZ	2021-02-12
Fredris Breen	Henderson, NV	2021-02-12
Thomas Bumblauskas	Las Vegas, NV	2021-02-12
Marissa Barlow	Las Vegas, NV	2021-02-12
Marc Abelman	Las Vegas, NV	2021-02-12
Ian Andewelt	Los Angeles, CA	2021-02-12
Valerie I Carrasco	Las Cruces, NM	2021-02-12
John Lukasik	Las Vegas, NV	2021-02-12
Stephen McCourtie	Las Vegas, NV	2021-02-12
Steve Yi	Las Vegas, NV	2021-02-12

Name	Location	Date
Stacey Lee	Las Vegas, NV	2021-02-12
Bruce Kalman	Las Vegas, NV	2021-02-12
Troy Del Grosso	Las Vegas, NV	2021-02-12
Christine Duck	Lemoore, CA	2021-02-12
Ricardo Rodriguez	Las Vegas, NV	2021-02-12
Erica Gonzalez	Las Vegas, NV	2021-02-12
William King	Henderson, NV	2021-02-12
Emily Brubaker	Las Vegas, NV	2021-02-12
Olivier Morowati	Las Vegas, NV	2021-02-12
Jessica Perlstein	Las Vegas, NV	2021-02-12
Shanley Fagan	Las Vegas, NV	2021-02-12
Yanina Allord	Las Vegas, NV	2021-02-12
Lance Johns	Las Vegas, NV	2021-02-12
Kevin Poel	Denver, CO	2021-02-12
Amanda Wolfe	Anaheim, CA	2021-02-12
Adair Nowacki	Las Vegas, NV	2021-02-12
Eric Cummings	Las Vegas, NV	2021-02-12
Fabian Prado	Las Vegas, NV	2021-02-12
Sarah Ryan	Las Vegas, NV	2021-02-12
Adem Sash	Las Vegas, NV	2021-02-12
Greg Thilmont	Las Vegas, NV	2021-02-12
Shannon D'Errico	Henderson, NV	2021-02-12

Name	Location	Date
David Yacksyzn	Las Vegas, NV	2021-02-12
Robert James	Las Vegas, NV	2021-02-12
Michael Kaplan	Las Vegas, NV	2021-02-12
Taylor Hohnstein	Las Vegas, NV	2021-02-12
Matthew Congleton	Las Vegas, NV	2021-02-12
Becky Miller	Las Vegas, NV	2021-02-12
Michele Royal	Azle, TX	2021-02-12
Amanda Trees	Las Vegas, NV	2021-02-12
Rebecca Alford	Las Vegas, NV	2021-02-12
Joan Pendergast	Las Vegas, NV	2021-02-12
Ryan Ososky	Studio City, CA	2021-02-12
Michael Hewitt	Las Vegas, NV	2021-02-12
Carolina Avila Islas	Las Vegas, NV	2021-02-12
Oneka Jones	Las Vegas, NV	2021-02-12
Martha brambila	Las Vegas, NV	2021-02-12
Megan Massingale	Las Vegas, NV	2021-02-12
Ryan Goeing	Las Vegas, NV	2021-02-12
Justin Hall	Las Vegas, NV	2021-02-12
Drew Napoleon	Las Vegas, NV	2021-02-12
Terzaghi Richard	Las Vegas, NV	2021-02-12
Erica Klein	West Hollywood, CA	2021-02-12
Michael Gregg	Las Vegas, NV	2021-02-12

Signatures

Name	Location	Date
Mario Enriquez	Henderson, NV	2021-02-12
Silver cayton	Las Vegas, NV	2021-02-12
Chas Leek	Las Vegas, NV	2021-02-12
Amanda Nowak	Las Vegas, NV	2021-02-12
Joshua Fyksen	Las Vegas, NV	2021-02-12
Shannon Fagan	Las Vegas, NV	2021-02-12
Paul Argier	Henderson, NV	2021-02-12
Alain Visinoni	Las Vegas, NV	2021-02-12
R Wolf	Las Vegas, NV	2021-02-12
Samantha Antone	Las Vegas, NV	2021-02-12
Bryson Bauducco	Las Vegas, NV	2021-02-12
Kathleen Kahr	Las Vegas, NV	2021-02-12
Kristen Corral	Las Vegas, NV	2021-02-12
Thaji Torres	Wake Forest, US	2021-02-12
Nicholas Foote	Las Vegas, NV	2021-02-12
Jaymir Grant	Philadelphia, US	2021-02-12
Azaria Shipman	Hyannis, US	2021-02-12
Sara Smith	Las Vegas, NV	2021-02-12
John Kruyne	Mount Horeb, US	2021-02-12
James Trees	Las Vegas, NV	2021-02-12

change.org

Garagiste Wine Room I Merchant

Recipient: Las Vegas City Council, Las Vegas Arts District, 18b Arts District, Olivia Diaz, Downtown Las Vegas

Letter: Greetings,

Opposition to Unethical and Irresponsible Food Truck Lot

Help Save Las Vegas' First Food Truck Lot

(petition via Change.org)

The first ever food truck lot in Las Vegas, planned in the Downtown Arts District was approved by the Planning Commission on December 8th, 2020. This was a huge step forward for the Food Truck Community in Las Vegas, which has been asking for something like this for years. However, shortly thereafter, Councilwoman Olivia Diaz gave into the pressure from a handful of nearby businesses who oppose this lot because they fear any potential competition or change. She delayed the food truck lot opening by asking to review the decision of the Planning Commission at an upcoming City Council hearing, scheduled on February 17th, 2021 at 9 am.

Food Trucks have been hit incredibly hard by the pandemic and creating this lot helps bring them business as well as establishes a fun and safe way for locals and tourists alike to enjoy new food, company, and hopefully in the future, a wide variety of live entertainment. We believe in helping food trucks grow their small businesses and make a living. When hundreds of businesses and thousands of residents could benefit, why do the naysayers get the final say?

Here is a list of businesses who signed the petition to Councilwoman Diaz to oppose the food truck lot and prevent it from opening timely:

- Esther's Kitchen - Chef James Trees
- Makeshift Union (hair salon) - Lawrence Reha
- CraftHaus Brewery - Dave Forrest
- Tacotarian Restaurant - Kristen and Carlos Corral
- Adventure Indoor Playground - Johnny Lee
- ReBAR - Shani Garrett
- Hop Nuts Brewery - Nikki Barkasky
- Casa Don Juan Restaurant - Melissa Edson
- Main St. Provisions Restaurant - Kim and Alan G. Owens
- Sin City Yoga - Jocelyn Orquita
- Main Street Mercantile - Rebecca Miller
- Nightmare Toys - Philip Martin
- Atomic Style Lounge (hair salon) - Jennifer Hunter

*Makers & Finders name was initially signed by a Floor Supervisor who was misinformed by Chef James Trees about his petition to oppose and the food truck lot project facts. M&F business owner Joshua Molina supports this project and we encourage everyone to support his venues in Las Vegas!

Why you should sign this petition:

1. You want to support small business owners and food truck operators who will have the opportunity to operate in the proposed food truck lot in Downtown Las Vegas which is a designated Opportunity Zone
2. You want to support the Downtown Las Vegas Arts District small businesses by increasing visitor traffic, visibility, and exposure
3. You would like to find more affordable and diverse food options in Downtown Las Vegas
4. You want Downtown to become a destination for foodies, both local and tourists

Comment on Proposed Open Air Vending Use 20-0092-SDR1 (20-0092-SUP1)

On behalf of Garagiste Wine Room | Merchant located at 197 E. California Avenue Suite 140 (directly adjacent to the proposed Open Air Vending Lot and the closest business potentially affected by its approval) I, Mario Enriquez, and Eric Prato would like to record our opposition to the proposal as-is.

Until adequate and approved infrastructure with regards to public sanitation facilities, beautification, waste management, electrical code compliance, sewage code compliance, water code compliance, gas code compliance, SNHD approval and compliance, grease trap compliance, fire code compliance, alcohol control plan approval, crowd control plan approval, noise control plan approval, traffic control, parking control and ethical oversight of food truck sub-contracts are addressed and provided, we are in direct opposition to this project moving forward. We insist that the responsibilities for providing the aforementioned requirements fall on the owner/lessor of the proposed lot/site and not fall on any individually licensed food truck or trailer operator due to their transient nature and the inherent difficulties and/or lack of enforcement by proper authorities, ownership and management of the lot.

We insist that the applicant(s) for this project be held to the same, exact liabilities and project oversight that any brick-and-mortar business, like ours, has been held to prior to approval. To allow the project to move forward without parallel requirements would confirm a nefarious loophole in existing standard operating procedures and protocols for approval for any potential food and beverage operation moving forward. The applicant has uncovered this loophole and is all too willing to exploit it for personal gain without regard or respect for surrounding businesses.

Let it also be recorded that we are categorically in opposition to any assumption put forth by the applicant on our behalf. It is our belief that our position on the project has been egregiously mis-represented by the applicant, without our knowledge, potentially to the detriment of ours and surrounding businesses. We have not agreed, and will never, to providing public use of our facilities to patrons other than our own. We have not agreed, and will never, to shared parking in our private lot or in spaces adjacent to our business to patrons (other than our own) or operators without the expressed authority to do so. We have not agreed, and will never, to share the burdens of the aforementioned code controls or compliance in any respect with the ownership, management, sub-contractors or operators of the proposed site.

Furthermore, we would like a vote of no confidence in the ethical business practices of the applicant, ownership and management of the proposed site be recorded and considered prior to the final project vote.

Sincerely,

Mario Enriquez, Owner
&
Eric Prato, Owner

Garagiste Wine Room | Merchant

ESTD 2014

CRAFTHAUS™

BREWERY + LAS VEGAS

City Council Meeting Jan 20th 9am abeyed

March 3rd 2021

City of Las Vegas Council Members,

My name is Wyndee Forrest and I own CraftHaus Brewery at 197 E California St #130, Las Vegas NV 89101

I am submitting this letter in reference to "20-0092-SUP1 - FOR AN OPEN AIR VENDING USE

54b. 20-0092-SDR1 - FOR A PROPOSED OUTDOOR FOOD COURT AND DINING AREA WITH WAIVERS

OF APPENDIX F INTERIM DOWNTOWN LAS VEGAS DEVELOPMENT STANDARDS"

My business is one of the closest businesses to this proposed food truck lot. I have voiced my concerns to the property broker directly. There seems to be a lack of infrastructure proposed for this project. Taking into consideration COVID-19 guidelines especially, there are no facilities for guests of the food trucks to wash their hands or use for bathroom purposes. It was stated that surrounding business have given permission to utilize their restroom facilities, this simply is not true.

There is no lighting in the plans as well for safety reasons. My parking lot faces and shares a lot line with the proposed food truck project. This is concerning for people walking on unpaved grounds. Lighting will also deter loitering as well. I am not aware of a sanitation program in this project. Parking is always a challenge in the Arts District, I am concerned that ten trucks, as proposed will cause severe parking challenges at the detriment to surrounding businesses.

There is no investment into our beloved Arts District community, just an empty lot. I, along with my fellow neighbors have invested our life's' savings and put an absorbent number of hours to improve 18b, thus adding to surrounding property values. There is a lack of any sort of investment into this project. The project states it will invest into infrastructure as phase two. The property owner has not presented plans to invest into this project, thus presenting a temporary event in nature. Which means the glaring fact is, this project has no intention to invest into the community, only reap the rewards of our beloved Arts District

In an interview with News 3 LV on December 22, 2020, the trucks are planning on being "stationary for months." If the trucks are not going to commissaries nightly, how is the grey water, used oil and waste being handled?

Please note I am not against food trucks, I have enjoyed a mutually beneficial relationship with food trucks by booking them on a weekly basis for the last six years, but this project is poorly designed and lacks any investment into improving our community. This proposed project is not symbiotic in its plan, it is just the opposite, a parasitic business model that can only survive by taking from surrounding business without giving anything positive back.

Thank you for your time Council Members,

Wyndee Forrest

Submitted at City Council

Date 3/3/21 Item 4/a-4/b

By: Wyndee Forrest

Stacey Campbell

From: Jerad <jerad@vestacoffee.com>
Sent: Monday, February 15, 2021 3:51 PM
To: Michael Park; Meeting Comments
Subject: Re: Help City Council Protect the Arts District

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I and Vesta Coffee are in opposition to this item. For all of the clearly articulated reasons Mr. Park included below. Mr. Murad has misrepresented his plans for the property. to the point of confusion.

On Mon, Feb 15, 2021 at 3:01 PM Michael Park <highdesertland@gmail.com> wrote:

If you're a business or property owner in the Arts District, work in the Arts District or simply enjoy it and hope to keep it going in a great direction, please take a few minutes to read this and see if you think there's a next step you'd like to take to help give the neighborhood a boost.

This Wednesday morning, February 17, the Las Vegas City Council will vote to approve or deny a *permanent* outdoor food truck food court located at 1208 S. Casino Center. The matter is labeled as item 34 on the City Council agenda for this week's meeting. Here is the LINK to the item.

This matter has raised some controversy in the neighborhood for a number of reasons, not least of which is that it's providing little, if any, permanent improvements and appears to provide poor solutions to issues related to toilets and sanitation.

I'd wager most people have ordered food from food trucks and been happy for their presence. And, food trucks are a great, arguably low-cost/low-risk way to start a food business (that may one day grow into a permanent restaurant). There is nothing inherently wrong with food trucks, but there is an appropriate time and place for food trucks, and that time and place is not all-day, every-day on an undeveloped dirt lot in the Arts District within a short walk of our neighborhood's existing food venues.

Esther's Kitchen, Makers & Finders, Good Pie, Tacotarian, Garagiste, Main Street Provisions, Vesta, Berlin, 18Bin, Yu-or-Mi Sushi and many other existing restaurants (and others that are soon to open) each represent an incredible investment from their respective operators. These restaurant owners have spent several hundreds of thousands of dollars each to deliver these restaurants to the neighborhood. The amount of effort it takes to plan and design, then obtain city approvals for a restaurant is extreme, but then there's the many months of additional effort to get these restaurants built. These restaurants are a great labor and they're a gift to the Arts District and those of us who enjoy spending our time there.

During Covid, these restaurants have suffered under strictures of reduced capacity and have had to make Covid-oriented safety improvements at additional cost (at a time when money has been tight). So, for the better part of two years, these restaurants have experienced the one-two punch of severely constrained income and additional costs. And these restaurants are going to continue to be pinched for several months to come, probably through the end of the year. Capacity restrictions were eased today to 50% for most of these venues, but our neighborhood's operators will continue to operate in a suboptimal environment for quite awhile.

Does it seem appropriate, especially at this time, to allow the creation of a food truck court in the midst of these restaurants? Again, nothing against food trucks generally, but these food trucks are not tied to existing

neighborhood businesses and they can operate anywhere in the valley where they're licensed to open for business. Do they need to open mere feet from our neighborhood's existing restaurants where they're certain to drain some portion of business away from our local operators? And, it's not that any restaurants deserve protection from competition. It's just that the City ought to ensure the competition plays by the rule and is fair. Competition from this food truck court will not be fair or beneficial to the neighborhood or its businesses

Each of our restaurants has made an investment of hundreds of thousands of dollars to get open. In doing so, they've made a permanent investment in our neighborhood. In contrast, the mobile nature of food trucks means they're literally making no permanent investment in our neighborhood. They're simply coming to tap into the opportunity that our local restaurants have created. They're coming to take sales from our neighborhood businesses. And they're making no permanent improvement to the neighborhood. The planned project cuts corners wherever it can to minimize the planned improvements.

Each of our neighborhood's restaurants creates dozens of jobs and employs many nearby residents. In doing so, they're instrumental in feeding the Arts District's economy, they're the basic building blocks of this neighborhood. Food trucks create no jobs from the neighborhood. Typically, they're staffed by two or three people, often the food truck's owners who are not area residents and have no ties to neighborhood businesses. Again, job creation from food trucks is nominal and does not support our neighborhood's economy. So, approval of the proposed food truck court literally could prove a strain on jobs held by our neighborhood's residents as it would dig into their employer's bottom lines.

All businesses and development projects have, at their core, a profit motive, and this is fine. Indeed, it's necessary. If there was no profit in it, our neighborhood's restaurants would not have opened. If you're glad they're open, let's help keep them open. Please send an email expressing your disapproval of the proposed food truck court to the Las Vegas City Council at the following email address, **meetingcomments@lasvegasnevada.gov.** Please reference that you're responding to item 34 on this week's agenda and express to them the reasons for your disapproval. If your message is emailed before end of day tomorrow, they'll get it before Wednesday's meeting.

All the Best,

Michael Park

--
Jerad Howard
jerad@vestacoffee.com

VESTA
COFFEE ROASTERS

Stacey Campbell

From: info@retro-vegas.com
Sent: Friday, February 12, 2021 11:06 AM
To: Meeting Comments
Subject: City Council Meeting, February 17, 2021, Item 34, 20-0092-SUP1 and 20-0092-SDR1

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We oppose this request.

Comments: According to City of Las Vegas Mobile Food Vendor License, the Restrictions include "Cannot vend within 150 feet of the primary entrance of a licensed restaurant during the hours the restaurant is open for business." The entrance of Yu-or-Mi Sushi restaurant is within 150 feet and is the most obvious reason for denial.

Bill Johnson and Marc Comstock
Retro Vegas
1131 S Main Street
Las Vegas, NV 89104
702-384-2700
www.retro-vegas.com

Stacey Campbell

From: Marc Abelman <marc@insidestylehome.com>
Sent: Saturday, February 13, 2021 9:49 AM
To: Meeting Comments
Subject: City Council Meeting, February 17, 2021, Item 34, 20-0092-SUP1 and 20-0092-SDR1

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Please do not vote to let this project go through.
While the concept is a good one, it is not well thought out regarding the amount of people that it would bring.
1, restrooms and cleanliness is a major concern.
2, parking how will they regulate the volume of people it would need.
my concern is the developer has not always thought his plan all the way through and this project is no different.

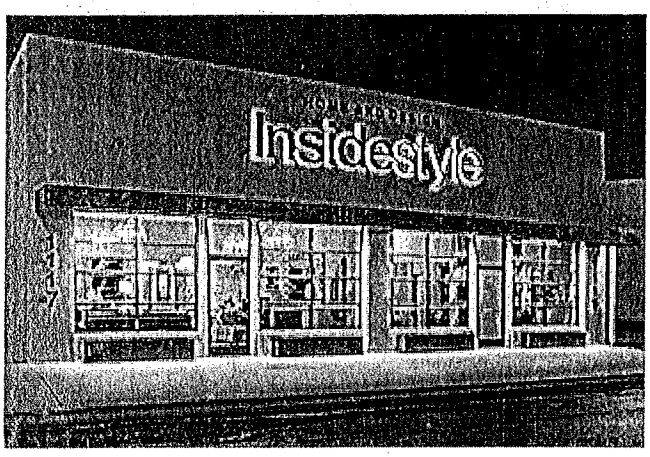
My best,

Marc Abelman | CFO-OWNER

INSIDESTYLE

1119 South Main Street
Las Vegas, Nevada 89104
p:702.399.1100 f: 702.399.1124

Downtown Vegas Alliance
Executive Committee



Stacey Campbell

From: Jonathan _ <jkermani@wininv.com>
Sent: Monday, February 15, 2021 4:06 PM
To: Meeting Comments
Cc: Olivia Diaz; Ydo Yturralde
Subject: Agenda Item 34- Food Trucks

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear City Council,

As always thank you all for your service to the City. I am reaching out to you for the first time in many years regarding an item on this week's agenda. As an owner of many properties in Downtown's Arts District (The Arts Factory, Arts Square, Mission Linen Building, Former White Cross Market, 1301 Commerce St, and others) I respectfully request that you vote NO on this agenda item.

A Food Truck Lot will hurt restaurants that are already struggling and provide no long term benefit to the neighborhood. Frankly, in my opinion there is no short-term benefit either.

If you would like to speak directly with me, please call me at 310-487-6333.

Sincerely,

Jonathan Kermani

WORLD INVESTMENT NETWORK

World Investment Network
Address 1620 Los Angeles St. Unit C | Los Angeles, CA 90015
Phone 310-876-8461
Cell 310-487-6333
Fax 888-303-0009
Email JKermani@wininv.com

Stacey Campbell

From: David VanZanten <davidsvanzanten@gmail.com>
Sent: Monday, February 15, 2021 4:25 PM
To: Meeting Comments
Subject: Food trucks item 34 (200092) for Wednesday

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Dear City Council,

I'd like to see the food trucks, but I'm, as of now, of the opinion that the food trucks aren't quite ready for prime time. I agree that current restauranteurs have taken the arrows to get the neighborhood to this point, and shouldn't have to fight another battle against the onslaught of food trucks so nearby. Perhaps if the owners of the food truck site agree to have free parking available for all Arts District visitors at parcel 16203110047 - 048 or contribute a permanent public restroom for all Arts District visitors on their site, they'll help to grow the pie and this, in turn, will be more amenable with current restauranteurs. Else, I fear that the current restaurants will be hosting the overhead associated with the food truck crowd.

Best regards,
Dave VanZanten
1114 S. Main St.

Stacey Campbell

From: David Mason <davidmason1948@mac.com>
Sent: Tuesday, February 16, 2021 12:24 PM
To: Meeting Comments
Cc: Michael Park
Subject: Item 34 or 2-17-21 agenda

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

To City Council Members
I have owned several buildings downtown over the past 30 years and still own two downtown and another two at Meadows Mall. I have always been required to meet all of the Health Department criteria and Building department requirements on any addition or renovation. I also live in the City and I have lived and developed in Las Vegas for 58 years. Item 34 on the agenda is considering allowing a permanent development at 1208 S Casino Center without any of the numerous health considerations and building considerations all of us downtown have been required to meet. I am presently waiting for the restaurant plans to be approved for a restaurant at my building at 1310 South Third street and have been waiting for 2 months.
To allow this permanent outdoor food court area without meeting any Building department concerns or Health Department requirements is a slap in the face of all of us who have had to and did open our businesses meeting all of the City's requirements. We paid and did the right thing and now this proposed non conforming use doesn't have to conform or spend the money we did to meet all of the City's requirements.

PLEASE DO NOT APPROVE THIS APPLICATION OR ANY OTHERS RESEMBLING IT David Mason
702-596-9000

Stacey Campbell

From: Matthew Mato Gucu <matogucu@gmail.com>
Sent: Monday, February 15, 2021 5:37 PM
To: Meeting Comments
Subject: Re: Item 34

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Hello,

As a downtown resident and frequent patron to food establishments on Main Street, I oppose the opening of a food truck park at the proposed location. I enjoy a good food truck as much as the next person, however, I think that this proposal is invasive to the area and a half-assed attempt at benefitting from the foot traffic that's been generated from other established, brick & mortar restaurants, coffee shops, and bars in the area.

Matt Gucu
702.339.1765 mobile

Form Name:	City Council Live
Submission Time:	March 3, 2021 10:41 am
Browser:	Mobile Safari 14.0.3 / iOS
IP Address:	98.182.202.42
Unique ID:	772301676
Location:	37.750999450684, -97.821998596191

First Name	Aleta
Last Name	Dupree
City Resident	Yes
Zip Code	89102
Agenda Item Number	41
Choose One	Support
Council Comment	I support this food truck project. I use the RTC bus to travel. I look forward to food trucks starting up again in downtown. I have enjoyed food trucks for a long time.

Stacey Campbell

From:	Rebecca Miller <beckyswebdesign@yahoo.com>
Sent:	Thursday, February 11, 2021 6:36 PM
To:	Meeting Comments
Subject:	City Council Meeting, February 17, 2021, Item 34, 20-0092-SUP1 and 20-0092-SDR1

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Comments included are for:
The Land Use Entitlement project requests on 0.48 acres at 1205 South Main Street and 1208 South Casino Center Boulevard

Main Street Mercantile does not support this project. I am a direct neighbor. I own a retail store. I'd like to be able to support a food truck court because I think it will help the area to grow but I just can not agree to this particular project. It doesn't match the rest of the neighborhood and the project requests too many waivers from the norm. As Commissioner Rogan said at the City Planning meeting for this project, this is not the aesthetic we were hoping for in the Arts District after so many people, including the City, have invested so much money and hard work.

Also, there's the problem of noise. I stood in the doorway of my shop the other day when there was a food truck across the street. They were running their generator and it was loud. I looked at my dB monitor and it registered 80 dB from the generator. There was no traffic and no other noise on the street. Food trucks need somewhere around 3000-5000 watts and generators for this much can be found that run between 60 - 75 dB but there are some that are 85 dB. 75 dB is a vacuum cleaner and 85 dB is equivalent to heavy traffic or a power lawn mower. I imagine 3-10 generators will be like having several vacuums or lawn mowers going at once. I really don't want them roaring away next to my business. The lot needs to have permanent power to meet the needs of these stationary trucks and to light the area at night.

Rebecca Miller
Owner of Main Street Mercantile

Comment on Proposed Open Air Vending Use 20-0092-SDR1 (20-0092-SUP1)

On behalf of Garagiste Wine Room | Merchant located at 197 E. California Avenue Suite 140 (directly adjacent to the proposed Open Air Vending Lot and the closest business potentially affected by its approval) I, Mario Enriquez, and Eric Prato would like to record our opposition to the proposal as-is.

Until adequate and approved infrastructure with regards to public sanitation facilities, beautification, waste management, electrical code compliance, sewage code compliance, water code compliance, gas code compliance, SNHD approval and compliance, grease trap compliance, fire code compliance, alcohol control plan approval, crowd control plan approval, noise control plan approval, traffic control, parking control and ethical oversight of food truck sub-contracts are addressed and provided, we are in direct opposition to this project moving forward. We insist that the responsibilities for providing the aforementioned requirements fall on the owner/lessor of the proposed lot/site and not fall on any individually licensed food truck or trailer operator due to their transient nature and the inherent difficulties and/or lack of enforcement by proper authorities, ownership and management of the lot.

We insist that the applicant(s) for this project be held to the same, exact liabilities and project oversight that any brick-and-mortar business, like ours, has been held to prior to approval. To allow the project to move forward without parallel requirements would confirm a nefarious loophole in existing standard operating procedures and protocols for approval for any potential food and beverage operation moving forward. The applicant has uncovered this loophole and is all too willing to exploit it for personal gain without regard or respect for surrounding businesses.

Let it also be recorded that we are categorically in opposition to any assumption put forth by the applicant on our behalf. It is our belief that our position on the project has been egregiously mis-represented by the applicant, without our knowledge, potentially to the detriment of ours and surrounding businesses. We have not agreed, and will never, to providing public use of our facilities to patrons other than our own. We have not agreed, and will never, to shared parking in our private lot or in spaces adjacent to our business to patrons (other than our own) or operators without the expressed authority to do so. We have not agreed, and will never, to share the burdens of the aforementioned code controls or compliance in any respect with the ownership, management, sub-contractors or operators of the proposed site.

Furthermore, we would like a vote of no confidence in the ethical business practices of the applicant, ownership and management of the proposed site be recorded and considered prior to the final project vote.

Sincerely,

Mario Enriquez, Owner
&
Eric Prato, Owner

Garagiste Wine Room | Merchant

Stacey Campbell

From: Mario Enriquez <mario@garagistelv.com>
Sent: Tuesday, March 2, 2021 10:53 PM
To: Meeting Comments
Subject: City Council, March 3rd, Agenda #41, Item 20-0092-SUP1 and 20-0092-SDR1
Attachments: Open Air Vending Comments for Use 20-0092-SDR1 and 20-0092-SUP1.pdf

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Good evening,

I am submitting comments in opposition to the Open Air Vending proposal referenced by 20-0092-SUP1 and 20-0092-SDR1 to be entered into record during the Las Vegas City Council meeting on March 3rd at 9AM. Please ensure these comments get read at the meeting or held for reading if the meeting is abeyed.

Thank you,

Latin
Chamber
of Commerce
Las Vegas – Nevada
Government Affairs

Regarding the Las Vegas City Council Meeting
2/17/21
Item #34

The Latin Chamber of Commerce NV Govt Affairs Committee, on behalf of its many restaurant members, submits this letter into the record.

We cannot in good conscious support this project under its current submission, until we have the following information:

1. What is the final product? Renderings?
2. What is the actual dollar amount investment in the project?
3. How many jobs will it create?
4. Are they building anything? Bathrooms etc...
5. How much tax revenue will this project pay compared to "brick & mortar"?

We are advocates for competition and entrepreneurship, but we believe in a fair playing field. Restaurants have invested lots of money in our beautiful City of Las Vegas and we must ensure that level playing field exists.

Sonia Joya
LCC Govt Affairs Chairwoman

C.C. Peter Guzman
President of the Latin Chamber of Commerce

Stacey Campbell

From: Donald Walford <vegas10@aol.com>
Sent: Tuesday, February 16, 2021 7:37 PM
To: Meeting Comments
Subject: Food Truck Lot S Casino Center Blvd. meeting 02-17-2021 item # 34

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This e-mail is for the item #34 on the agenda today 02-17-2021.

My name is Donald Walford and my office is at 1212 S Casino Center Blvd. Next door to this lot.
I am opposed to allowing any waivers. This need to follow current code for this area,
I have talked with a person who says he represents the applicant. He wanted to use our restroom in our building to comply with the City.
When the building owner and I said no he said "They only needed to show they had an agreement for the City to see."
"That no use would be needed from our building."
They need to put in place the proper infrastructure (paving lot, sanitary stations,trash receptacle and restrooms)
Over the years this lot has been neglected as you can still see today. Trash and cut down palm tree litter this lot.
There has been code complaints on this property for this very reason.
I do not feel the Good Neighbor vibe.
I would like to see this improve and developed. Just do it right.

Thank You,

Donald Walford

Form Name:	City Council Live
Submission Time:	February 17, 2021 9:22 am
Browser:	Chrome 88.0.4324.182 / Windows
IP Address:	68.96.223.182
Unique ID:	761298565
Location:	36.0625, -115.3191986084

First Name	Frederic
Last Name	Van Dyk
City Resident	Yes
Zip Code	89104
Agenda Item Number	34
Choose One	Protest
Council Comment	This food truck plan seems ill-considered and poorly planned. They do not have bathrooms or proper sanitation. This is unfair to nearby businesses. I live nearby and frequent the area. The developers should comply with the sanitation rules.

Stacey Campbell

From: Leticia Mitchell <leticia@leticiascocina.com>
Sent: Wednesday, February 17, 2021 9:10 AM
To: Meeting Comments
Subject: Food truck lot

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City Councilwoman Diaz:

We cannot in good conscious support this project under its current submission, until we have the following information:

1. What is the final product? Renderings?
2. What is the actual dollar amount investment in the project?
3. How many jobs will it create?
4. Are they building anything? Bathrooms etc…
5. How much tax revenue will this project pay compared to "brick & mortar"?

We are advocates for competition and entrepreneurship, but we believe in a fair playing field. Restaurants have invested lots of money in our beautiful City of Las Vegas and we must ensure that level playing field exists.

Please consider the businesses that are brick and mortar and have expended a great deal to establish all the rules and regulations and cost!

We are are struggling to grow our restaurant industry in the new north end of the art district, we can appreciate cross traffic competition, consequently we ask you to assist us in growing the existing.

We are not able to build out our patio because of bathroom restrictions, now you were allowing food trucks that are regulated with the same health code regulations but not your parking and bathroom regulations?

Respectfully,

Leticia Mitchell owner of Letty's on 807 S Main Street.

Sent from my iPhone

Stacey Campbell

From: Kristen Corral <kristen@tacotarianlv.com>
Sent: Tuesday, March 2, 2021 5:09 PM
To: Meeting Comments
Subject: City Council Meeting, March 3, 2021, Item Number 41a and 41b

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Hi my name is Kristen Corral and I am one of the owners of Tacotarian in the Arts district. I am in opposition of the proposed food truck lot.

The reason for my opposition is the plan is severly lacking. It's lacking quite frankly everything...there are no restrooms, no sanitation stations, no seating, no lighting, no beautifications, NO investment into the neighborhood at all. The people behind the project have flip flopped their intentions for the lot from a glorified ghost kithchen to a portland style food pod. Based on the plans that were submitted, it reads as like a money grab and an easy way to make money off of food trucks without spending a single dime in our neighborhood.

While I know the landlords have brought in new teams and lots of new promises, what we know is that without these promises being made requirements they will not happen. ANY other restaurant opening in the city of Las Vegas would not be able to open with the promise of adding restrooms later, or the promise of investing money after they make money. No other businesses are afforded that luxury, so why should Main streeet investments be allowed to operate under special circumstances? If they don't have the finances to invest in the project they shouldn't be allowed to move forward... plain and simple.

For the record I do not hate food trucks and I know many restaurants that started in food trucks. I'm not scared of competition, I'm actually thrilled to see where the arts district will be in 5 years and all of the businesses there are extrememly supportive of eachother. But I do want to note on the record that I was attacked by food truck owners who were instructed to harass us and slander our small business on the internet by the representatives of this plan and I do not appreciate the unprofessionalism that's been shown in this process so far.

I urge you to oppose this plan today. If they want to do it right they need to go back to the drawing board include in the plans restrooms, hand washing, security plans, parking assessments, commissary kitchens , lighting and seating.

TACOTARIAN

Kristen Corral
Co-Founder, Tacotarian Plant Based Mexican Eatery
407-346-5641 | kristen@tacotarianlv.com
www.tacotarianlv.com

Stacey Campbell

From: Evelyn Leslie <evelynconnorsleslie@gmail.com>
Sent: Saturday, February 27, 2021 9:43 AM
To: Meeting Comments; Ward 3
Subject: City Council meeting, March 3rd, item #41

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Dear City Council,

My name is Evelyn Leslie and my husband and I are property owners who reside in Ward 3. We have no direct ties to or financial interests in any of the downtown businesses and our sole interest in downtown is that it continues to thrive and grow.

As investors in and advocates for the neighborhood, our only question is this:

Are the gentlemen who are pushing for this food truck lot able to demonstrate that this project will be actively contributing to the economy and development of downtown, or are they just looking for a way to benefit from the infrastructure and investments others have and continue to make in the area?

To extrapolate, simply providing a lot for food trucks to park on does not feel like an active contribution to the neighborhood, as there are already multiple locations in the Arts District and downtown where food trucks can and do currently park. How will this project as described be actively contributing to the growth and development of the community we reside in, spend our time and money in, and love?

We've watched the Arts District grow exponentially over the last 5 years and don't believe it is "fear of competition" that drives the concerns expressed by the existing business owners downtown. We've seen multiple other "competing" businesses open and be welcomed with great enthusiasm and fanfare from these same owners and businesses, so their concerns merit our attention and should be adequately addressed.

We urge the Council to reject the current proposed food truck lot and the requested variances. We also encourage the investors in question to consider ways to join our neighborhood that add value and aren't just an attempt to capitalize on its success on the backs of those who are making real and lasting investments in the neighborhood.

Regards,

Evelyn Leslie
1706 S 6th Street

Stacey Campbell

From: Catherine Cheng-Orban <chengorban@yahoo.com>
Sent: Wednesday, February 17, 2021 7:44 PM
To: Meeting Comments
Cc: John Mitteness 197 E California Ave; Anastacio Del Real; Catherine Cheng-Orban
Subject: Open food court @Casino center/ California Ave

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Good Afternoon Mr Del Real,
I am the property owner of 197 E California Ave LV 89104.
The proposed Open Food Court is right next to my property.

At first I did signed the petition to have food trucks on the vacant lot next to my property.
But after I met several business owners and I experienced the garbage and mess left on the vacant lot..with the sushi / sea food storage and plastic wrappers & boxes & buckets & building materials ...all left on the alley next to my property.
Several trucks and cars parked in my parking lots without authorization.
Even there are many posted signs : do not park in reserved parking spaces and will be tow away, still unauthorized trucks and cars parked in my parking lots.
There is loud noises from remodeling and building from the sushi and ice cream stores which the same owner own the Open Food Court.

I am writing this to OPPOSE the open food court.
And the Paul Murad / Metroplex group kept sending emails and phone calls harass me to vote yes for the food court.
Paul Murad asked me to send letters to my tenants who are business owners & lawyers to vote yes for the food court, and I explained to him politely that I cannot asked my tenants to vote , each person can vote on their own behalf.Then Paul said he will type a pre written letter vote yes and send to me .paul said :All I need to do is sign it.
I want to report this to the city council and to you.

My conclusion: I vote NO for the open food court unless all these items below are solved:
#1 Where is the bathrooms ? Where is the hot water supply? Where are the hand sanitizer stations? Especially during Corvid ?
#2 Where are the garbage dumpster ? Garbage cans? Recycle cans?
#3 Where are the outside lights?
#4 The property owner should install a high fence @ their own expenses & cost to prevent their customers lean on or sit on top of my tenants 13 parked cars.
#5 Food trucks all run on generators which is loud and create toxic fumes, bad for the clean air and environment, which especially during Corvid.
Where is the electricity ? gas ?and sewage lines ?for this Open Food Court.
#6 Where are the security system for the food court? The property owner need to hire security patrol or install security system @their own expenses to prevent vandalism in this area.Food attract a lot of homeless person especially there will be left over food in the trash cans.
#7 Parking? there are already high demand for parking spaces. So this Open Food Court will need their own parking spaces.
#8 Handicap parking? Where is this Open Food Court handicap parking spaces?

Please look into these important issues and concerns.
Please : I vote NO for the Open Food Court unless these 8 items are completed and solved.

Thank you.
Best regards,
Catherine Cheng-Orban
197 E.California Street L.L.C.
197 E.California Ave
suite 201
Las Vegas
NV 89104
702-569-2880
chengorban@yahoo.com

Form Name:	City Council Live
Submission Time:	March 3, 2021 10:41 am
Browser:	Mobile Safari 14.0.3 / iOS
IP Address:	98.182.202.42
Unique ID:	772301676
Location:	37.750999450684, -97.821998596191

First Name	Aleta
Last Name	Dupree
City Resident	Yes
Zip Code	89102
Agenda Item Number	41
Choose One	Support
Council Comment	I support this food truck project. I use the RTC bus to travel. I look forward to food trucks starting up again in downtown. I have enjoyed food trucks for a long time.

Submitted at City Council

Date 3/3/21 Item 41a-41b

By

Randi Thompson
Nevada State Director
Randi.Thompson@NFIB.org
775-830-8407

February 25, 2021

Dear Members of the Las Vegas City Council:

I'm Randi Thompson, Nevada State Director for the National Federation of Independent Business. NFIB is the only statewide association representing specifically small businesses.

I'm writing in support of the Food Truck Lot that is being proposed for the Arts District.

I was in Las Vegas in November and visited Downtown and Arts District. After reading about this Food Truck Lot, I wanted to write to express my support for the Lot.

This Lot will allow many people to go back to work. It will bring in revenue to the City on what is now an empty lot. It will expand dining options for residents and workers who may not feel comfortable "dining in" just yet. And it will create an interesting attraction for the District.

We have a similar Food Truck Park in Reno, called the Eddy, right along the river and near several restaurants. When it was proposed there was some push back from local restaurants expressing the same concerns you are hearing now from area businesses. But this small area has transformed a vacant lot into a vibrant and fun outdoor food and beer park. It is so popular that when people can't get in there to dine and play bocce ball, they go dine at one of the many restaurants near by – the very ones that opposed the project.

Reno is a very "Food Truck" friendly. We have events like Food Truck Fridays at a park where there is little infrastructure. Yet the crowds flock to the event to experience cuisine they can't find in "brick and mortar" restaurants.

Over the years we have seen several Food Truck owners gain such a following that they open "brick and mortar" restaurants and breweries.

One example is the two women who ran a Food Truck called "*Gour-Melt.*" After three years of operating their food truck, they opened "*Two Chicks*" restaurant in Midtown Reno, and just opened a second location in South Reno. From that food truck grew two "brick and mortar", property-tax-paying restaurants that has created over 50 permanent jobs.

At a time when so many Las Vegans have permanently lost their job, they need to find alternative careers. While starting a food truck isn't cheap, it's a more affordable option than opening a restaurant.

Randi Thompson
Nevada State Director
Randi.Thompson@NFIB.org
775-830-8407

I understand the position of the restaurants who have made an investment and have ongoing expenses of being a "brick and mortar" business; expenses that the Food Truck vendors don't have to invest. But Food Truck owners do make a significant investment in their Truck, they do hire workers, and they will generate needed revenue via permits and sales tax on a piece of land that is now just an empty lot.

As this Food Truck Lot grows in popularity, like the Eddy has in Reno, you could see a vibrant and fun addition to the Arts District that will draw more people to the area, and more patrons to the nearby shops and restaurants.

Thank you for your service, and for your consideration of my thoughts.

Sincerely,

Randi Thompson

Randi Thompson
Nevada State Director

Sep 07, 2020 21:18 (UTC-07) From: +17022606829 (Tiffany Thomas) To: +17024647499 1 of 5

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LAS VEGAS NV 89193

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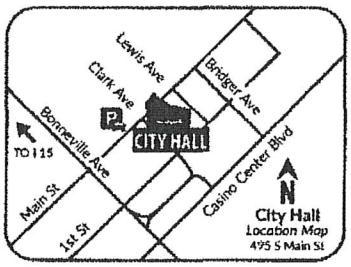

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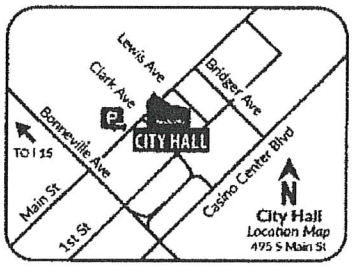

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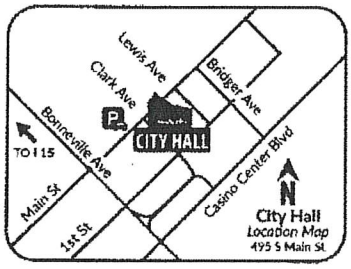

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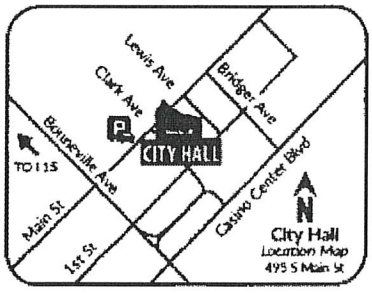

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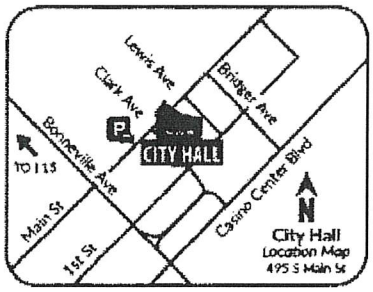

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[X] I SUPPORT this Request
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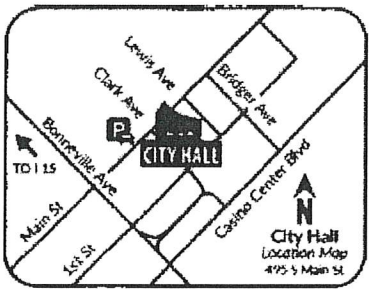

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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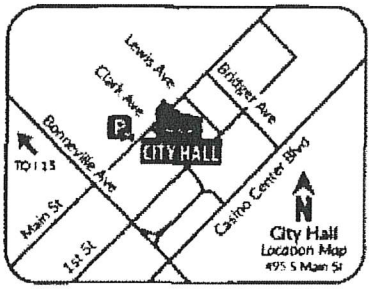

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Planning Commission Meeting of **09/08/2020**

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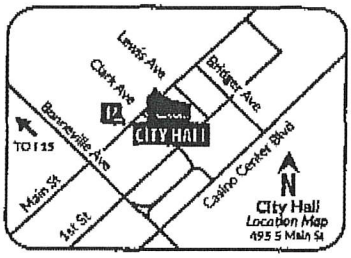

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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197 E CALIFORNIA STREET L L C
4104 FAIRYWREN DR
NORTH LAS VEGAS NV 89031

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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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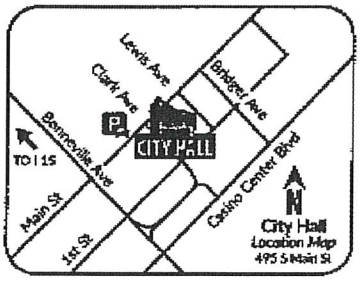

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105 W CHARLESTON
LAS VEGAS NV 89102-2532

89 FRDFMP1 89102

08/31/2020 09:17

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P.002/005
(FAX)

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

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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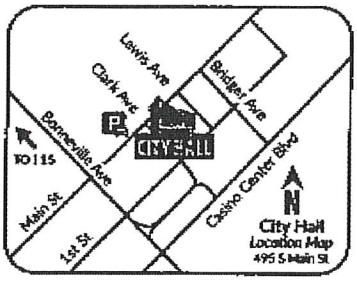
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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.
20-0092 and 20-0092-SUP1 and 20-0092-SDR1
Planning Commission Meeting of **09/08/2020**

RECEIVED
SEP 08 2020
Dept of Planning
City of Las Vegas

20-0092
16204607003
1400 COMMERCE L L C
105 W CHARLESTON
LAS VEGAS NV 89102

89 FRDFNP1 89102

08/31/2020 09:18

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P.005/005
(FAX)

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

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Las Vegas, NV
Permit No. 1630

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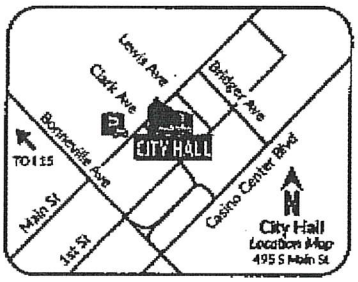

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0092 and 20-0092-SUP1 and 20-0092-SDR1
Planning Commission Meeting of **09/08/2020**

RECEIVED
SEP 08 2020
Dept of Planning
City of Las Vegas

20-0092
16203110108
BAILEY KAREN M & PRATO T LIV TR
105 W CHARLESTON BLVD
LAS VEGAS NV 89102

08/31/2020 09:19

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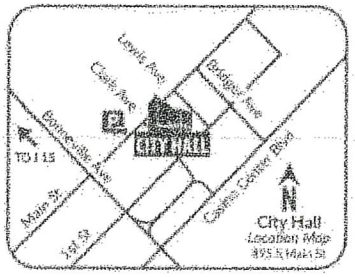
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 0 8 2020
Dept of Planning
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.

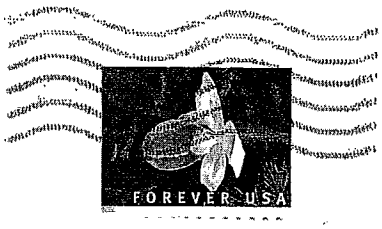
20-0092 and 20-0092-SUP1 and 20-0092-SDR1
Planning Commission Meeting of **09/08/2020**

20-0092
16203110140
ART DISTRICT PARTNERS INVESTMENT FUNDS L L C
625 N WEST KNOLL DR
WEST HOLLYWOOD CA 90069

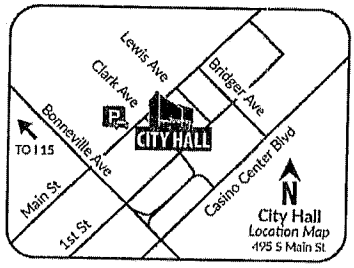
25
(25a-25b) A

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

LAS VEGAS NV 890
01 SEP 2020 PM 5 L



Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 09 2020
Dept of Planning
City of Las Vegas

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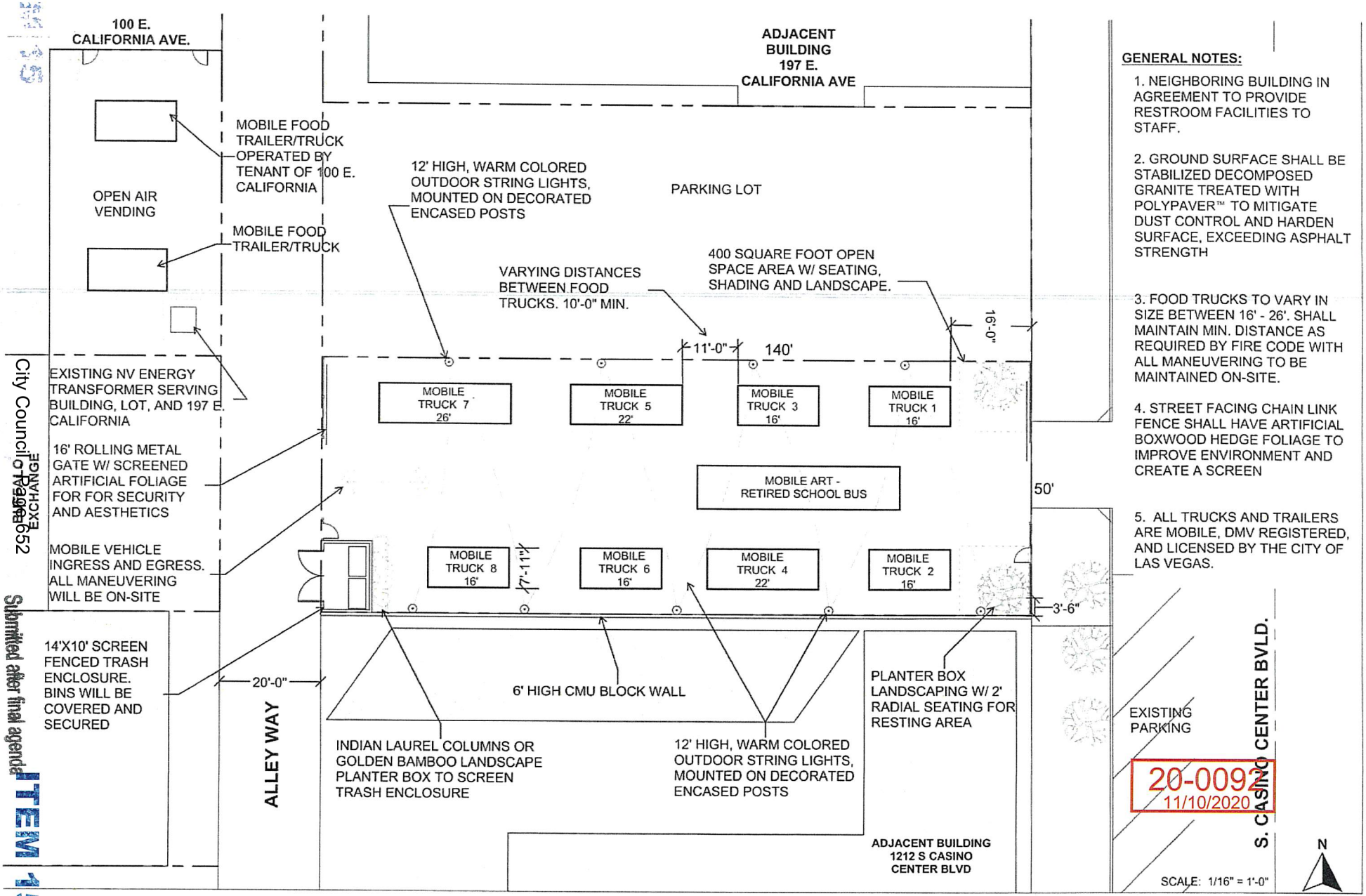
☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0092 and 20-0092-SUP1 and 20-0092-SDR1
Planning Commission Meeting of **09/08/2020**

20-0092
16203105009
197 E CALIFORNIA STREET L L C
4104 FAIRYWREN DR
NORTH LAS VEGAS NV 89031

73 FRDFM1 89031

21(a-b) A



GENERAL NOTES:

1. NEIGHBORING BUILDING IN AGREEMENT TO PROVIDE RESTROOM FACILITIES TO STAFF.

2. GROUND SURFACE SHALL BE STABILIZED DECOMPOSED GRANITE TREATED WITH POLYPAVER™ TO MITIGATE DUST CONTROL AND HARDEN SURFACE, EXCEEDING ASPHALT STRENGTH

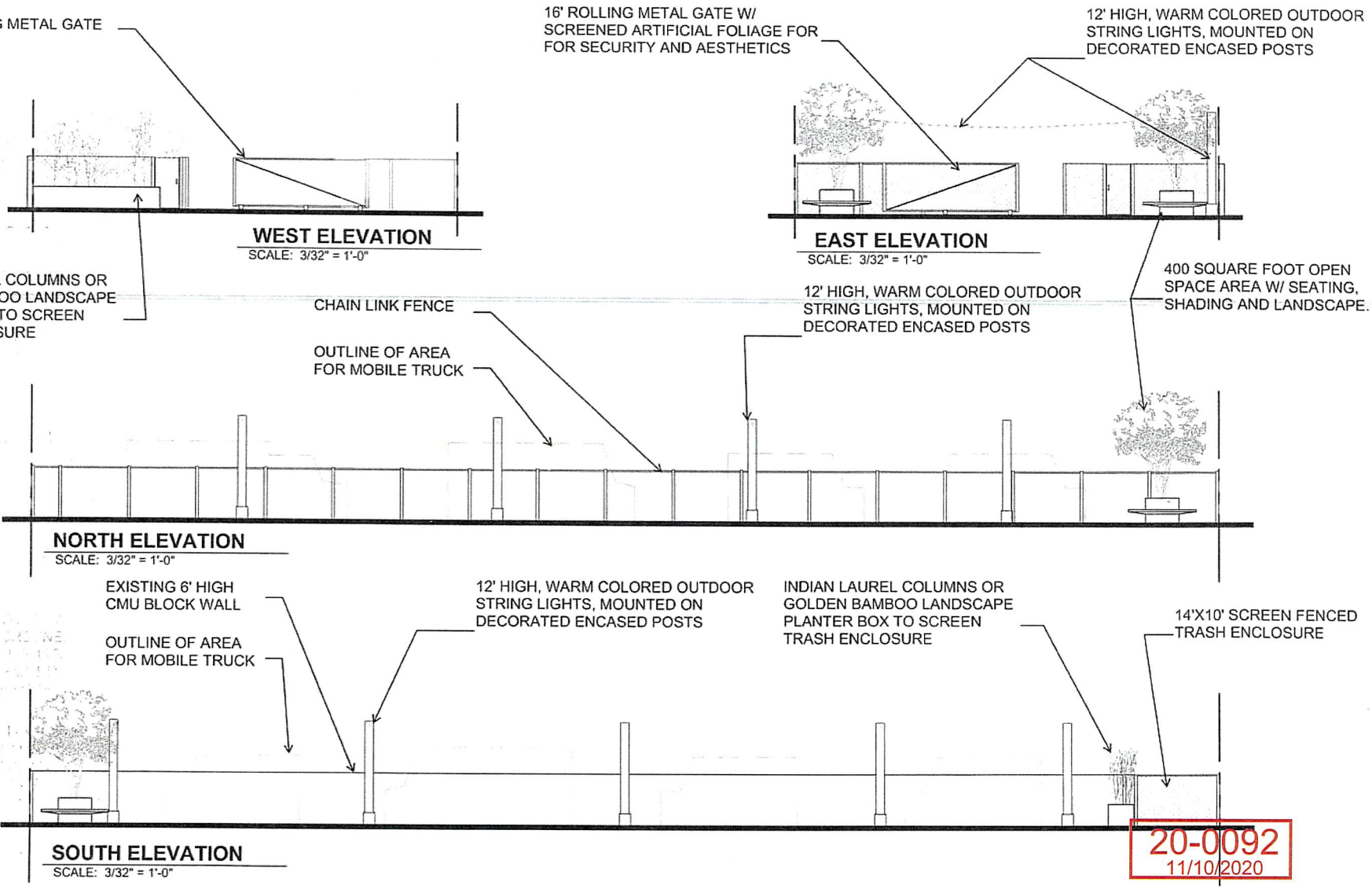
3. FOOD TRUCKS TO VARY IN SIZE BETWEEN 16' - 26'. SHALL MAINTAIN MIN. DISTANCE AS REQUIRED BY FIRE CODE WITH ALL MANEUVERING TO BE MAINTAINED ON-SITE.

4. STREET FACING CHAIN LINK FENCE SHALL HAVE ARTIFICIAL BOXWOOD HEDGE FOLIAGE TO IMPROVE ENVIRONMENT AND CREATE A SCREEN

5. ALL TRUCKS AND TRAILERS ARE MOBILE, DMV REGISTERED, AND LICENSED BY THE CITY OF LAS VEGAS.

20-0092
11/10/2020

Submitted after final agenda
ITEM 15
City Council Agenda
EXCHANGE
052



20-0092
11/10/2020

ELEVATIONS

ITEM 15

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

Form Name:	Planning Application Comments 2020
Submission Time:	December 8, 2020 12:34 pm
Browser:	Chrome 87.0.4280.67 / Windows
IP Address:	24.234.235.49
Unique ID:	718378614
Location:	36.151100158691, -115.110496521

Meeting Date	Tuesday, December 8, 2020
Project Number	20-0092
Position	I OPPOSE the project and all related applications.
Name	Bryana Anderson
Residential or Business Address	1212 Main St Las Vegas, NV 89102
Phone	(702) 408-2066
Email	bry@marshallmanagementco.com
Comments	I oppose the project for the open air food court off of casino center and california street in the arts district. I respectfully ask the planning committee to DENY this proposal. This includes NO restroom plan. Patrons will be told to utilize restrooms inside restaurants in the area which creates a negative impact on our small businesses. If they are not dining inside established restaurants - they should not be entering to solely use restrooms. This also places a lot of bus. owners in very strange situations. It is not well planned out at all. They nee their own restrooms if this is something the food trucks want to make come to fruition.

Submitted at Planning Commission
Date 12/8/2020 Item 31a-b
E-comments

Form Name:	Planning Application Comments 2020
Submission Time:	December 6, 2020 12:54 pm
Browser:	Chrome 86.0.4240.183 / OS X
IP Address:	68.108.160.162
Unique ID:	715795988
Location:	36.144298553467, -115.27940368652

Meeting Date	Tuesday, December 8, 2020
Project Number	20-0092
Position	I OPPOSE the project and all related applications.
Name	Kristen Corral
Residential or Business Address	1130 S. Casino Center Blvd. 170 Las Vegas, NV 89104
Phone	(725) 251-3853
Email	kristen@tacotarianlv.com
Comments	I oppose the project for the open air food court off of casino center and california street in the arts district. This is not well thought out and includes no restroom plan. Patrons will be told to utilize restrooms inside restaurants in the area which creates a negative impact on our small businesses. This food court also does not go with the upscale aesthetic we are currently working towards in 18B and negates all the hard work and money we've put into outdoor dining for our existing restaurants. I respectfully ask the planning committee to DENY this proposal.

Form Name:	Planning Application Comments 2020
Submission Time:	December 6, 2020 6:55 pm
Browser:	Chrome 87.0.4280.67 / Windows
IP Address:	72.202.225.164
Unique ID:	715870058
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, December 8, 2020
Project Number	20-0092
Position	I OPPOSE the project and all related applications.
Name	Mario Enriquez
Residential or Business Address	197 E. California Avenue Suite 140 Las Vegas, NV 89104
Phone	(702) 954-3658
Email	admin@garagistelv.com
Comments	"I oppose the project for the open air food court off of casino center and california street in the arts district. This is not well thought out and includes no restroom plan. Patrons will be told to utilize restrooms inside restaurants in the area which creates a negative impact on our small businesses. This food court also does not go with the aesthetic we are currently working towards in 18B and negates all the hard work and money we've put into outdoor dining for our existing restaurants. I respectfully ask the planning committee to DENY this proposal."

Form Name:	Planning Application Comments 2020
Submission Time:	November 29, 2020 8:51 am
Browser:	Firefox 83.0 / Windows
IP Address:	68.108.168.83
Unique ID:	711663133
Location:	36.031600952148, -115.21179962158

Meeting Date	Tuesday, December 8, 2020
Project Number	20-0092
Position	I support the project but OPPOSE a related application.
Planning Application Number(s)	20-0092-SDR1
Name	Main Street Las Vegas LLC
Residential or Business Address	1215 S. Main Street Las Vegas , NV 89104
Phone	(702) 592-0929
Email	design@beckymiller.com
Comments	We support new business and new restaurants in the Arts District. The idea of a permanent food court similar to the Pods in Oregon would be possible. However, there are three major concerns in our community. 1) Where are the restrooms 2) Where is the additional parking and 3) How do the existing food businesses in the area feel about having food trucks infringe on their brick and mortar business? If we solve these three problems, then our company will consider supporting the related application.

3la-b

EMPIRE LAW GROUP
ATTORNEYS AT LAW

Dan J. Lovell, Esq.
dan@empirelawgroup.com

1212 S. Casino Center Blvd.
Las Vegas, Nevada 89104

Office (702) 512-7777
Fax (702) 512-8888

Cell (702) 888-6414
www.empirelawgroup.com

November 10, 2020

Via Hand Delivery
Councilwoman Olivia Diaz
Las Vegas City Council
Department of Planning
333 N. Rancho Drive
Las Vegas, Nevada 89106

re: Food Truck Lot project in the Arts District on Casino Center Blvd.

To Whom It May Concern:

My name is Dan Lovell. I am the owner of Empire Law Group. Since 2014, my firm has been located at 1212 S. Casino Center Blvd., Las Vegas, Nevada 89104.

I recently learned of the proposal to turn the empty lot next to my office into a food truck lot and I am writing this letter in support of that proposal. The undeveloped lot is currently an eyesore, like most of the undeveloped parcels in the neighborhood. The concrete wall requires regular repainting by the owners to cover graffiti and the parcel is surrounded by fencing. The proposal would increase foot traffic and business activity in the Arts District, which the businesses in our area desperately need in these post-COVID environment. Further, a food truck lot is an interesting and natural fit in that location, as outdoor seating and restroom facilities already exist within a block or less.

In sum, I sincerely hope the City grants the owners' request to improve the lot. The lot has been vacant for numerous years and I truly believe the proposal will significantly upgrade and enhance the neighborhood in multiple ways.

Should you have any questions or comments, feel free to call me at your earliest convenience.

Sincerely,

Dan J. Lovell

Dan J. Lovell, Esq.

DJL:

31 a-b

Form Name:	Planning Application Comments 2020
Submission Time:	December 7, 2020 1:12 pm
Browser:	Chrome 86.0.4240.193 / OS X
IP Address:	24.234.235.49
Unique ID:	716384210
Location:	36.151100158691, -115.110496521

Meeting Date	Tuesday, December 8, 2020
Project Number	20-0092
Position	I OPPOSE the project and all related applications.
Name	Todd Marshall
Residential or Business Address	1212 S Main St Las Vegas, NV 89104
Phone	(702) 949-8788
Email	todd@Marshallmanagementco.com
Comments	We oppose this project. It is poorly designed with no restroom facilities. This will negatively affect all surrounding business. Please do not approve this application. Respectfully, Todd Marshall Marshall Management Co.

31a-b

MOUNTAIN WEST
COMMERCIAL REAL ESTATE

RE: Urban Food Court (Food Truck/Kitchen Lot) at California & Casino Center

Dear Councilwoman Diaz,
City Council and Planning Commissioners:

I am an owner of Mountain West Commercial Real Estate located in the Holsum Loft property at 241 W Charleston Blvd and we have located here since 2017.

We have seen some fantastic changes in the immediate area since 2017 – notably the completion of Project Neon. I am also very encouraged by progress in the 18B Arts District – with ongoing improvements in restaurant and bar offerings, most notably the addition of several new breweries.

Adding additional food offerings in the 18B with accessible and flexible formats would further compliment the ongoing success of Esthers Kitchen and other restaurants and also better service growing demand.

I recently baecame aware of a proposed Food Truck/Micro Kitchen Lot at California and Casino Center – this is exactly what is needed in the area. As chefs and food operators look for new ways to serve customers and the ongoing restaurant environment is in flux with Covid and the related constraints of occupancy – flexible kitchen environments are becoming more and more important to serve customers.

I fully support the Urban Food Court project and would ask for your support and that of Council and the Commission of the addition of this project as an amenity to employees and residents in and around the Downtown Arts District.

Sincerely,

Jeff Mitchell

Principal / Broker
Mountain West Commercial

Form Name:	Planning Application Comments 2020
Submission Time:	December 7, 2020 2:26 pm
Browser:	Mobile Safari 14.0.1 / iOS
IP Address:	68.229.49.46
Unique ID:	716568840
Location:	36.174999237061, -115.13719940186

Meeting Date	Tuesday, December 8, 2020
Project Number	20-0092
Position	I OPPOSE the project and all related applications.
Name	Pia Morris
Residential or Business Address	Business address 2330 Industrial Rd Silver Cloud and Silver Shadow LLC , NV 89102
Phone	(702) 813-3900
Email	pia@marshallmanagementco.com
Comments	Project # 20-0092 I oppose the project for the open air food court off of casino center and california street in the arts district. This is not well thought out and includes no restroom plan. Patrons will be told to utilize restrooms inside restaurants in the area which creates a negative impact on the many existing small businesses. This food court also does not go with the aesthetic we are currently working towards and negates all the hard work and money we've put into the area as landowners and as restaurant owners. I respectfully ask the planning committee to DENY this proposal."

Form Name:	Planning Application Comments 2020
Submission Time:	December 7, 2020 8:33 pm
Browser:	Chrome 87.0.4280.66 / Windows
IP Address:	70.173.107.38
Unique ID:	717256722
Location:	36.110000610352, -115.21179962158

Meeting Date	Tuesday, December 8, 2020
Project Number	20-0092
Position	I OPPOSE the project and all related applications.
Name	Van-Alan Nguyen
Residential or Business Address	1510 S Main Street Suite 110 Las Vegas, NV 89104
Phone	(619) 947-3132
Email	van@adcraftandkitchen.com
Comments	I oppose the project for the open air food court off of casino center and california street in the arts district. This is not well thought out and includes no restroom plan. Patrons will be told to utilize restrooms inside restaurants in the area which creates a negative impact on our small businesses. This food court also does not go with the aesthetic we are currently working towards in 18B and negates all the hard work and money we've put into outdoor dining for our existing restaurants. I respectfully ask the planning committee to DENY this proposal.

3.a-b
spoke in person

Attn: Councilwoman Olivia Diaz, City Council, and Planning Commissioners,

My Name is Amy Ortiz, My Business is Rockin Bettie located at 1302 s 3rd street, Las Vegas, NV 89104. I have been in business almost 10 years with 6 of those years in the Arts District.

I am writing this letter today in support of the Food Truck Lot Project in the Art District. I am not only a Las Vegas Native, I am a minority business as I am a Woman and Latina business owner and I have watched the Arts District transform into a welcoming spot for tourists and locals which has helped me raise my family and keep my small business going for almost 10 years.

When I first moved to Main Street 6 years ago, there were still mostly furniture stores and a lot of homeless. But I loved the area and seen the potential and now it has grown into a spot where people like to gather, they enjoy walking the streets in the Arts District and visiting all the small businesses.

Us businesses in the Arts District are a community, we support each other and all work together to bring business to all of us! I fully believe the Food Truck Lot will bring more people and make the Arts District even more of a destination spot to visit. As well as give an opportunity to other small businesses to get their product out to a new variety of customers without the higher rent cost of a permanent space in the Arts District.

I am asking for your support in bringing this wonderful project to our lil downtown community. Please feel free to reach out to me if there are any questions or if I can help in any way to get your approval on this project.

Thank you very much for your support,

Amy Ortiz
Rockin Bettie

1302 S 3rd St

Las Vegas, NV 89104

702-232-5944

tail & fin
Rolls & Bowls

Monday 07, December 2020

Councilwoman Olivia Diaz,
City Council, and Planning Commissioners
Las Vegas, Nevada

Dear Councilwoman Diaz,

TAIL & FIN is a Las Vegas-born fast-casual fusion Poke and Sushi Burrito restaurant concept since 2016 where consumers can combine their favorite ingredients from around the world for a healthy and flavorful meals on-the-go.

In 2018 Tail & Fin opened 2 nontraditional units inside the T-Mobile Arena to great acceptance, showcasing our concept to an expanded consumer audience.

In 2019 Tail and Fin opened 3 units in Malaysia and a 4th unit in Q1 of 2020.

As you and everyone is aware due to COVID-19, many restaurants have had to adapt and modify their operations and services in order to maintain social distancing protocols and public safety; use of masks, increased hand washing practices and contactless 3PD (Third party delivery), curbside pickup, click and collect and other relevant measures have been implemented to contribute to maintaining sales levels. The restaurant industry has had to innovate and evolve to meet many challenges.

We believe in Las Vegas and its resilience to overcome this difficult period.

Tail and Fin considers that there is great potential for growth and expansion during these unique times; and to help generate new job opportunities for the vast field of talented restaurant industry professionals here.

Non-Traditional venues are becoming more and more prominent in the present day and we would like to see the food truck lot project in the Arts District on Casino Center Blvd become a reality and flourish as have similar developments in states like Oregon and California. This project is ideal for the post Covid19 dining environment, patrons, and chefs. It will bring more people to the area, building community and make it more of a destination which means more activity hence less transient population around by day and night, and more food options for tourists and Las Vegas residents alike.

Tail and Fin would kindly ask for your support and vote in favor of this project.

Many thanks.

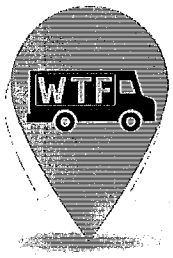
Kind Regards,
Arnaud Reilhac
SVP Tail and Fin

Tail and Fin Parent LLC 1910 Village Center Cir, Ste 9, Las Vegas, NV 89134

www.tailandfin.com

Form Name:	Planning Application Comments 2020
Submission Time:	December 7, 2020 9:45 am
Browser:	Chrome 86.0.4240.198 / Windows
IP Address:	68.224.85.192
Unique ID:	716253977
Location:	36.031600952148, -115.21179962158

Meeting Date	Tuesday, December 8, 2020
Project Number	20-0092
Position	I OPPOSE the project and all related applications.
Name	Dan Simmons
Residential or Business Address	1130 S Casino Center Blvd Suite 170 Las Vegas, NV 89104
Phone	(702) 556-0049
Email	dan@tacotarianlv.com
Comments	I would like to respectfully oppose this project. As a business owner in the area, I have a few concerns related to this project. First, I believe the area already offers ample amounts of food and beverage options, and over saturating the area with more will only harm everyone's hard work, especially during these tough COVID times. Secondly, they do not have a sufficient plan for restrooms. Saying that guests can just use the restrooms of the neighboring businesses is not a solution. It is already difficult having to navigate seating capacities and safety regulations, and having to now worry about in influx of people coming in just to use the restroom is not fair at all to the local businesses. Also, our restrooms are on private property so another property owner should not be allowed to say who can and cannot access our business. Thank you so much for listening to my opposition.



WHERE'S THE Foodtruck

To: Councilwoman Olivia Diaz, City Council, and Planning Commissioners

My name is Nicholas Spindel, I am the founder and CEO of Where's The Foodtruck, a marketing and growth platform for the food truck industry. We were founded here in southern Nevada in 2017.

We support this project as it will help develop a community around the food truck industry and provide easier access for both consumers and vendors to share in a passion for authentic and quality food. Today, food truck operators are aspiring restauranteurs, often with professional culinary training, and a desire to build a small business for themselves. Entry into the restaurant ownership world is often restricted to those with moderate to substantial financial means. Food trucks offer a lower barrier to entry, while still providing the operator a sense of pride and an opportunity to launch and grow a career into the culinary world. Food truck parks, those with lower initial investment costs such as this one, provide a means for these small business owners to be successful. As with temporary food truck events, food truck operators will care for this project with the same pride that they have in their restaurants on wheels.

Where's The Foodtruck supports this proposal as part of a greater effort to grow the local food truck industry. As we have seen in more progressive cities such as Austin, LA, Denver, and Portland, food truck parks are a great way to activate and engage local communities and create support for local, small businesses.

Thank you for hearing us today.

Sincerely,

Nicholas Spindel

Founder & CEO

WTF!?! Where's The Foodtruck?

3la-b

Stacey Campbell

From: KURT Zetsch (via Google Docs) <kjzetsch@gmail.com>
Sent: Monday, December 7, 2020 11:42 AM
To: Meeting Comments
Subject: Food Truck Pak - Invitation to edit

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

kjzetsch@gmail.com has invited you to **edit** the following document:

Food Truck Pak

Planning Commission 12/8/20 Item31

Open in Docs

This email grants access to this item without logging in. Only forward it to people you trust.

Google Docs: Create and edit documents online.

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA

You have received this email because kjzetsch@gmail.com shared a document with you from Google Docs.

To: Councilwoman Olivia Diaz, City Council and Planning Commissioners

From: Kurt Zetsch, Managing Member, Southern Nevada Exotic Meats, dba, Meats Gone Wild

My name is Kurt Zetsch from Meats Gone Wild. I have been in the food truck business for 5 years now. This project before you will be another avenue for us to showcase our culinary skills. It will also add additional tax revenues to the city along with new permits for food trucks. I support this project fully because we are so limited to where we can park and I hope you too will support this effort to give us more options to earn a living in today's world. I hope that you will endorse this project and help it move forward.

Professionally,

Kurt Zetsch
12/7/20

31a-31b

Form Name:	Planning Application Comments 2020
Submission Time:	December 8, 2020 7:07 pm
Browser:	Mobile Safari 14.0.1 / iOS
IP Address:	174.237.0.131
Unique ID:	718526991
Location:	35.084499359131, -106.65110015869

Meeting Date	Tuesday, December 8, 2020
Project Number	31
Position	I SUPPORT the project and all related applications.
Name	Jon Batista
Residential or Business Address	2053 East Pama Lane Las Vegas, NV 89119
Phone	(702) 510-8295
Email	batistainc@gmail.com
Comments	I am an executive chef of Las Vegas first empanada food truck and owner of one of the first ghost kitchens here in town. To have a steady location to vend would be huge for our community and will definitely help the economy bounce back especially off the strip.

From: GARY Creagh
16094828164
2020-12-02 22:14:43 GMT
Page: 04 of 10
To: 17024647499

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

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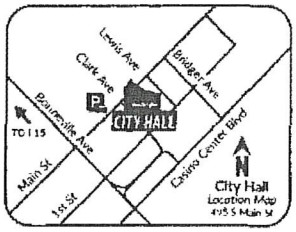
Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0092 and 20-0092-SUP1 and 20-0092-SDR1
Planning Commission Meeting of **12/08/2020**

20-0092
16203110128
CREAGH GARY SR
CREAGH GARY JR
3726 LAS VEGAS BLVD S # 1706W
LAS VEGAS NV 89158

137 HRDFNP1 89158

Submitted after final agenda
3/abA

From: GARY Creagh
16094828164
2020-12-02 22:14:43 GMT
Page: 05 of 10
To: 17024647499

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

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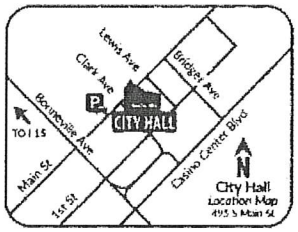

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Planning Commission Meeting of **12/08/2020**

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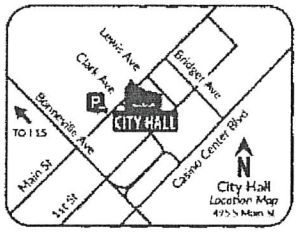

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Planning Commission Meeting of **12/08/2020**

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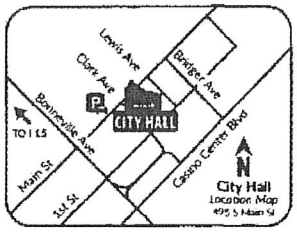

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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Planning Commission Meeting of **12/08/2020**

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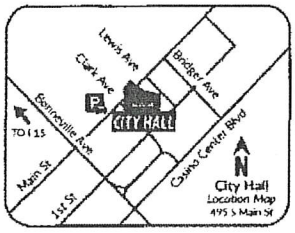

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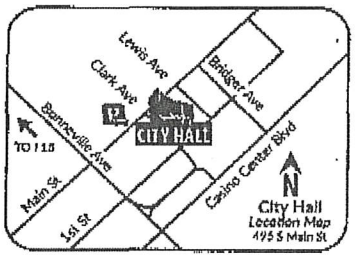

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Planning Commission Meeting of **12/08/2020**

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FUMO OSVALDO E & IRMINA L
1212 S CASINO CENTER BLVD
LAS VEGAS NV 89104-1016

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

FAX 702-464-7499

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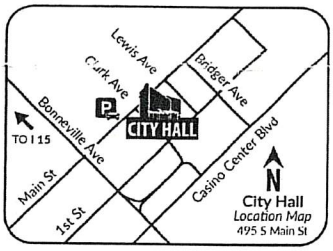

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.
20-0092 and 20-0092-SUP1 and 20-0092-SDR1
Planning Commission Meeting of **12/08/2020**

yes I support

43 HRDFNP1 89031

20-0092
16203105009
197 E CALIFORNIA STREET L L C
4104 FAIRYWREN DR
NORTH LAS VEGAS NV 89031

Application Information

ABEYANCE - 20-0092 - PUBLIC HEARING - APPLICANT/OWNER: MAIN STREET INVESTMENTS II, LLC - For possible action on the following Land Use Entitlement project requests on 0.48 acres at 1205 South Main Street and 1208 South Casino Center Boulevard (APNs 162-03-105-011 and 162-03-110-067), C-M (Commercial-Industrial) and C-1 (Limited Commercial) Zones, Ward 3 (Diaz).

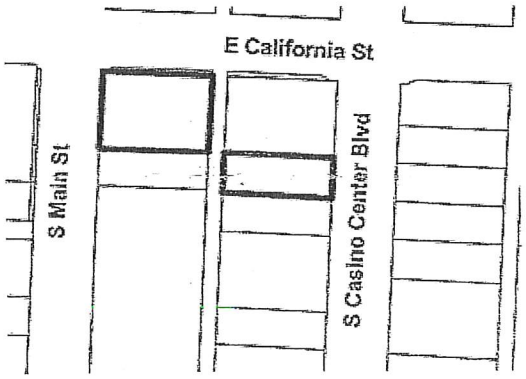
ABEYANCE - 20-0092-SUP1 - FOR AN OPEN AIR VENDING USE.

ABEYANCE - RENOTIFICATION - 20-0092-SDR1 - FOR A PROPOSED OUTDOOR FOOD COURT AND DINING AREA WITH WAIVERS OF APPENDIX F INTERIM DOWNTOWN LAS VEGAS DEVELOPMENT STANDARDS.

I support this Request

signature 197 E. California Street LLC

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*12/08/2020*
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to and during the meeting at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018, or, prior to this meeting, may file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov/meetings

31a-b A

WHERE'S THE Foodtruck

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City of Las Vegas

To: Councilwoman Olivia Diaz, City Council, and Planning Commissioners

My name is Nicholas Spindel, I am the founder and CEO of Where's The Foodtruck, a marketing and growth platform for the food truck industry. We were founded here in southern Nevada in 2017.

We support this project as it will help develop a community around the food truck industry and provide easier access for both consumers and vendors to share in a passion for authentic and quality food. Today, food truck operators are aspiring restauranteurs, often with professional culinary training, and a desire to build a small business for themselves. Entry into the restaurant ownership world is often restricted to those with moderate to substantial financial means. Food trucks offer a lower barrier to entry, while still providing the operator a sense of pride and an opportunity to launch and grow a career into the culinary world. Food truck parks, those with lower initial investment costs such as this one, provide a means for these small business owners to be successful. As with temporary food truck events, food truck operators will care for this project with the same pride that they have in their restaurants on wheels.

Where's The Foodtruck supports this proposal as part of a greater effort to grow the local food truck industry. As we have seen in more progressive cities such as Austin, LA, Denver, and Portland, food truck parks are a great way to activate and engage local communities and create support for local, small businesses.

Thank you for hearing us today.

Sincerely,

Nicholas Spindel

Founder & CEO

WTF!?! Where's The Foodtruck?

Submitted after final agenda
31A
(a-b)

RECEIVED
DEC 08 2020
Dept of Planning
City of Las Vegas

To: Councilwoman Olivia Diaz, City Council and Planning Commissioners

From: Kurt Zetsch, Managing Member, Southern Nevada Exotic Meats, dba, Meats Gone Wild

My name is Kurt Zetsch from Meats Gone Wild. I have been in the food truck business for 5 years now. This project before you will be another avenue for us to showcase our culinary skills. It will also add additional tax revenues to the city along with new permits for food trucks. I support this project fully because we are so limited to where we can park and I hope you too will support this effort to give us more options to earn a living in today's world. I hope that you will endorse this project and help it move forward.

Professionally,

Kurt Zetsch
12/7/20

31A
(a-b)

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
41a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0092-SUP1 - ABEYANCE ITEM - FOR AN OPEN AIR VENDING USE

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	14	Planning Commission Mtg.	23
City Council Meeting	1	City Council Meeting	6

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-2-1) APPROVED, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
41b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0092-SDR1 - ABEYANCE ITEM - FOR A PROPOSED OUTDOOR FOOD COURT AND DINING AREA WITH WAIVERS OF APPENDIX F INTERIM DOWNTOWN LAS VEGAS DEVELOPMENT STANDARDS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	14	Planning Commission Mtg.	23
City Council Meeting	1	City Council Meeting	6

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-2-1 vote) APPROVED, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

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AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
42

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by City Staff and the Las Vegas Metropolitan Police Department (LVMPD) regarding the efforts of the Homeless Coordinated Response Team involving outreach and support services - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City's Homeless Coordinated Response Team will present an update on homeless outreach and services, health and safety mitigation, encampment ordinance updates and enforcement, homeless specialty court programs (Fresh Start), and the new Las Vegas Metropolitan Police Department (LVMPD) Behavioral Health units. This presentation will be made by Dr. Lisa Morris Hibbler, Chief Community Services Officer, Kathi Thomas, Director, Office of Community Services, Jerry Walker, Director, Operations and Maintenance, Jack Eslinger, Court Administrator Las Vegas Municipal Court, Jeff Dorocak and Ed Poleski, City Attorney's Office, Chief Louis Molina, Department of Public Safety and a representative from Las Vegas Fire and Rescue and the Las Vegas Metropolitan Police Department.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation Submitted by Staff

City of Las Vegas
Homeless Coordination Response Efforts

March 3, 2021

Submitted at City Council
Date: 03/03/2021 Item 42
Submitted by Staff

Homeless Coordination Response Team

Purpose:

The team has worked to align the multi-agency and interdepartmental coordination of homeless services in order to effectively connect homeless individuals to the appropriate support services and enforce mitigation efforts to maintain the public health and safety of the community.

Team Members:

- City Manager's Office
- Office of Community Services
- Las Vegas Fire and Rescue
- Department of Public Safety
- City Attorney
- Las Vegas Municipal Court
- Las Vegas Metropolitan Police Department
- Operations & Maintenance

Homeless Coordination Efforts

Public health and infrastructure

- Operations and Maintenance – Mitigation and Abatement

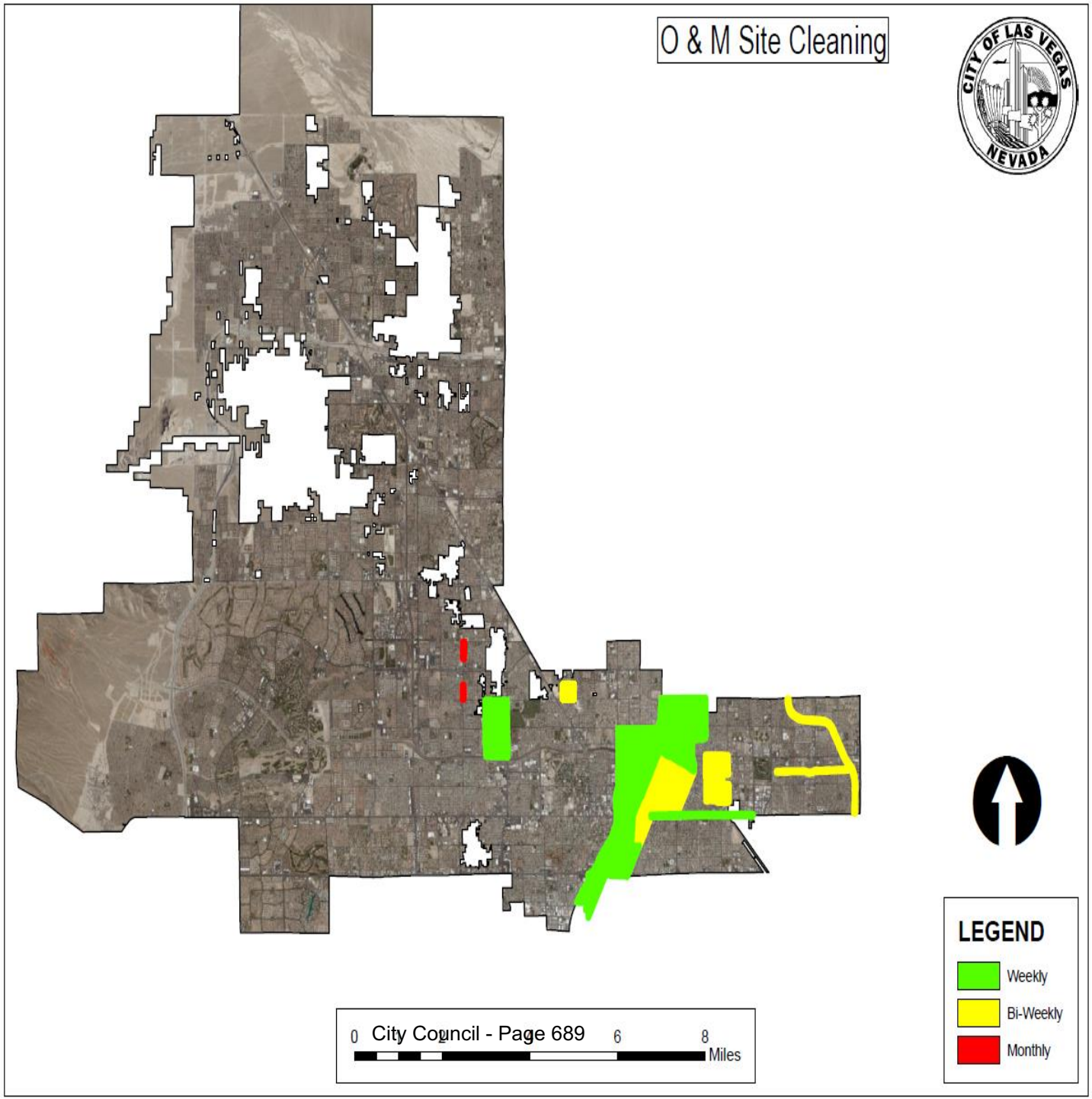
Proactive efforts to support the needs of homeless individuals

- MORE Team Outreach
- Courtyard Homeless Resource Center
- Recuperative Care Center
- LVMPD Behavioral Health Unit
- Las Vegas Fire and Rescue
- Department of Public Safety
- Encampment Ordinance Enforcement
- Fresh Start Court Program

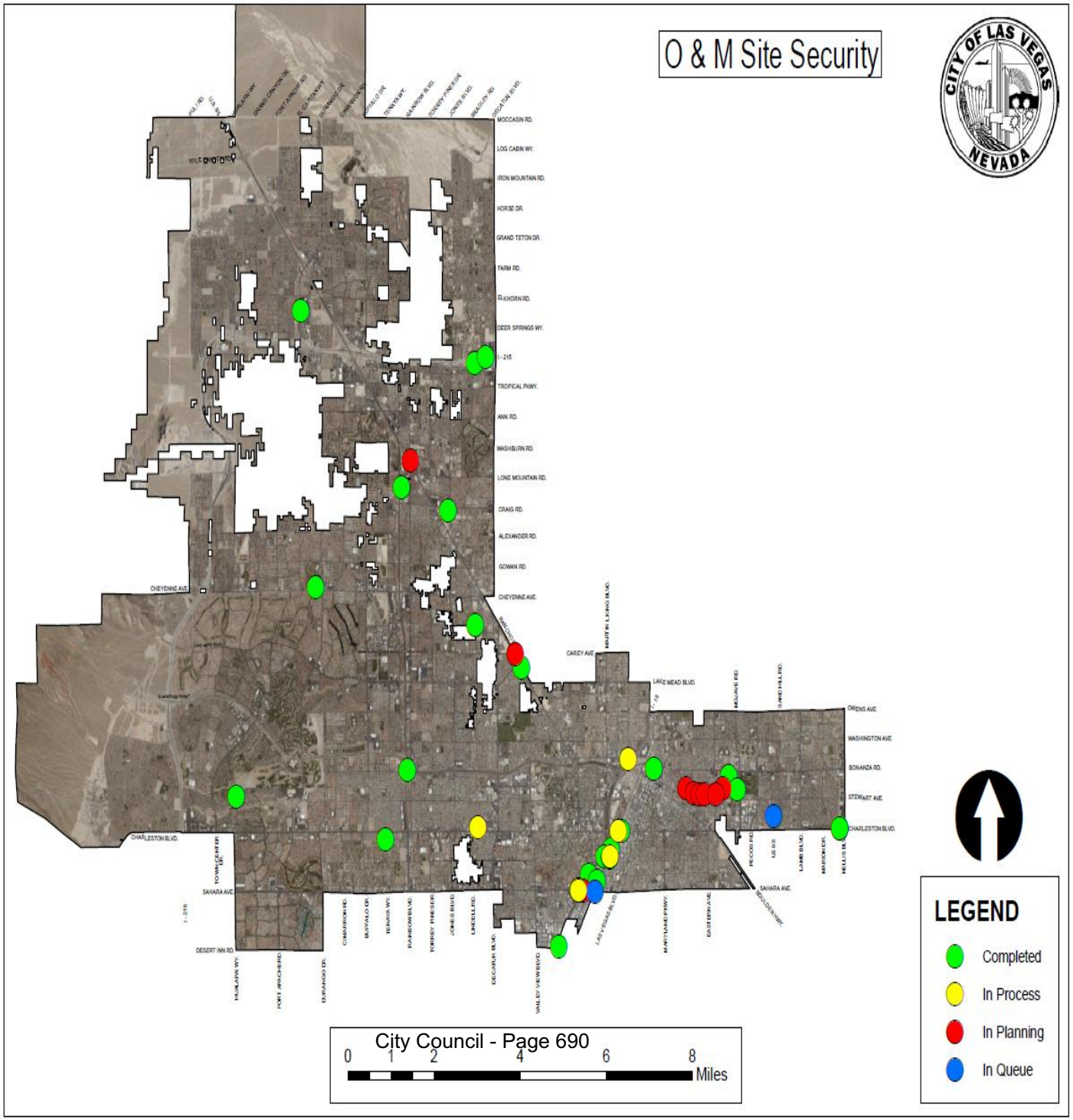
City of Las Vegas Operations & Maintenance Mitigation and Abatement Efforts

- Site Cleaning
- Site Security
- Multi-Jurisdictional Coordination
- Temporary Deterrence Locations
- Downtown Cleaning

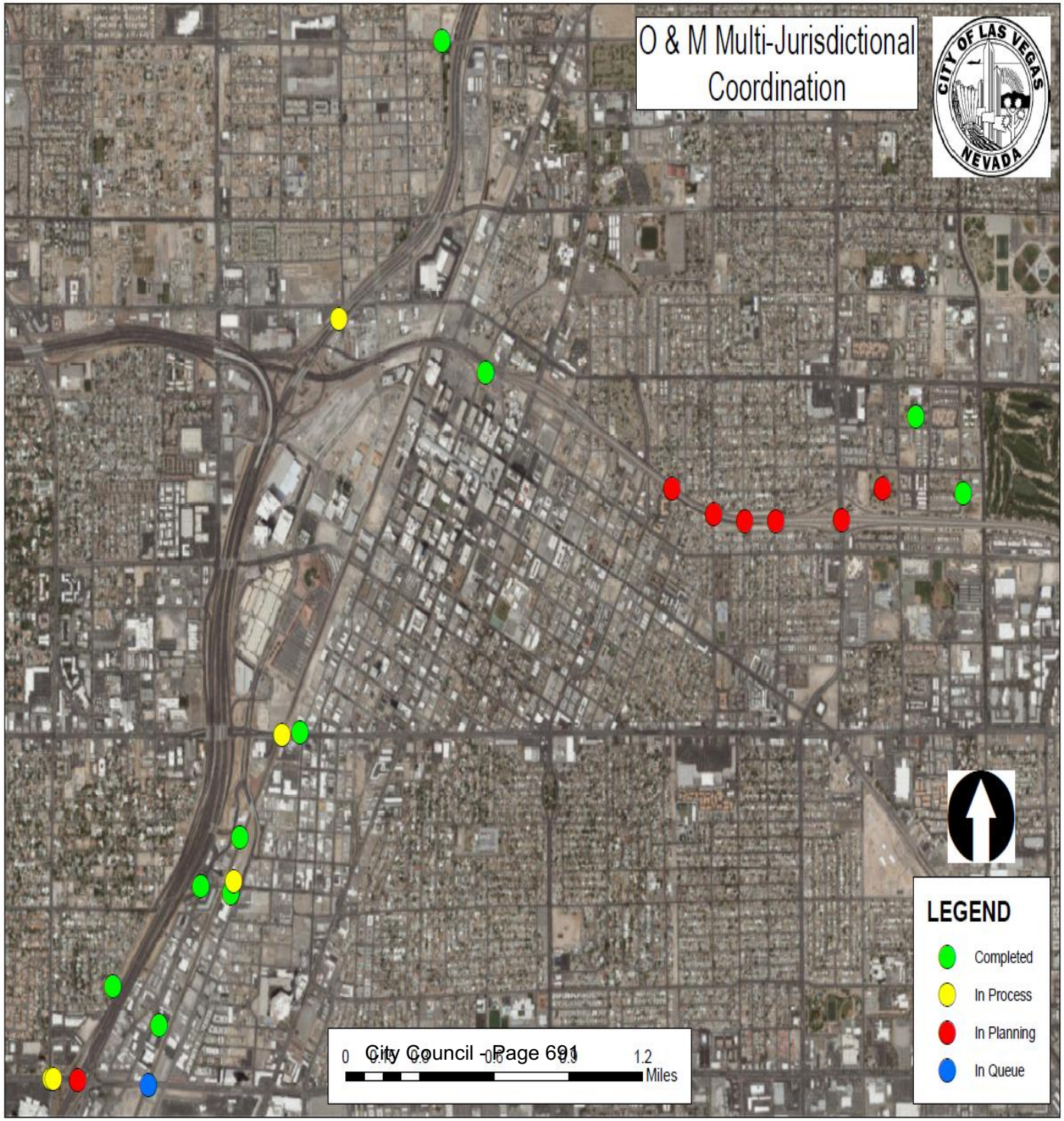
Site Cleaning



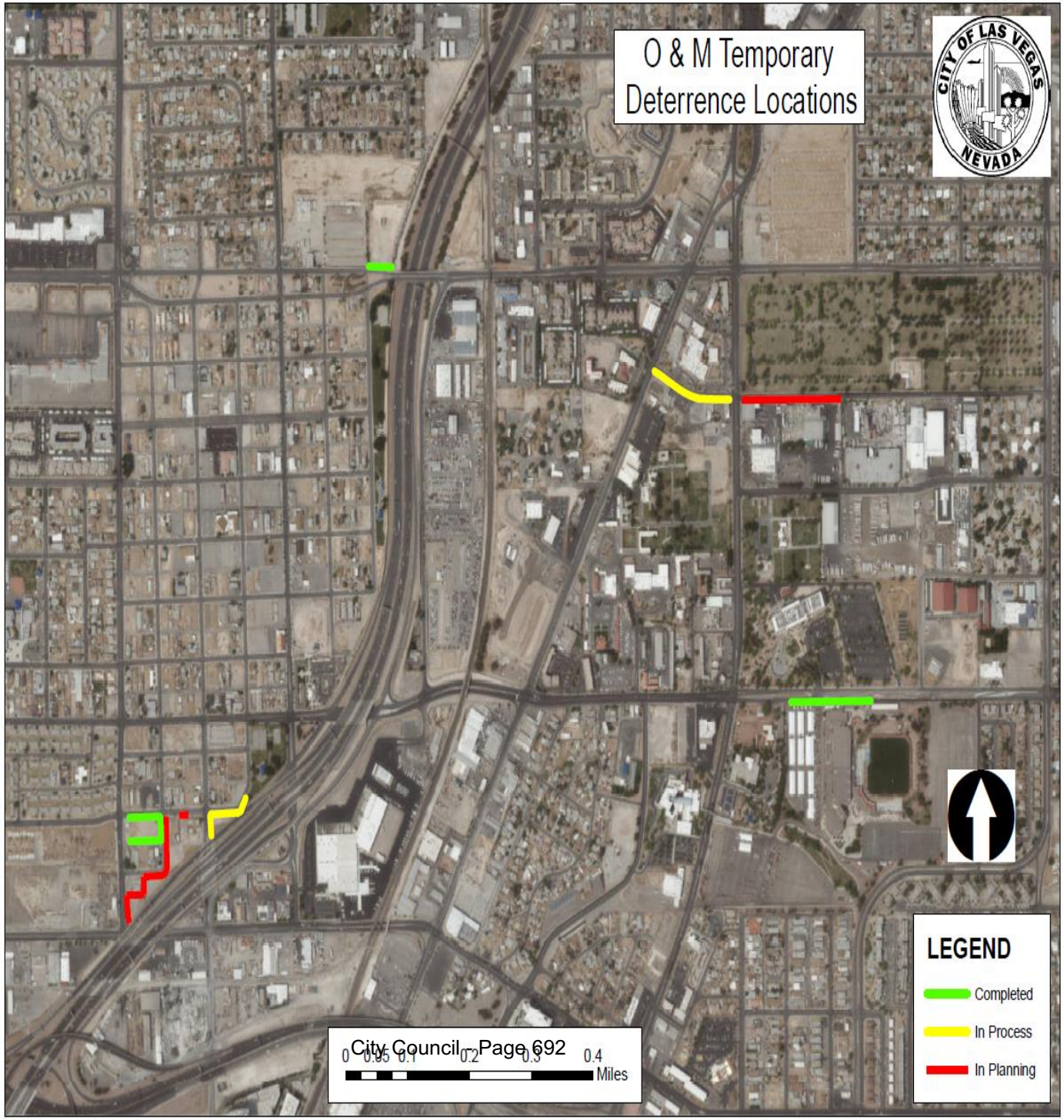
Site Security



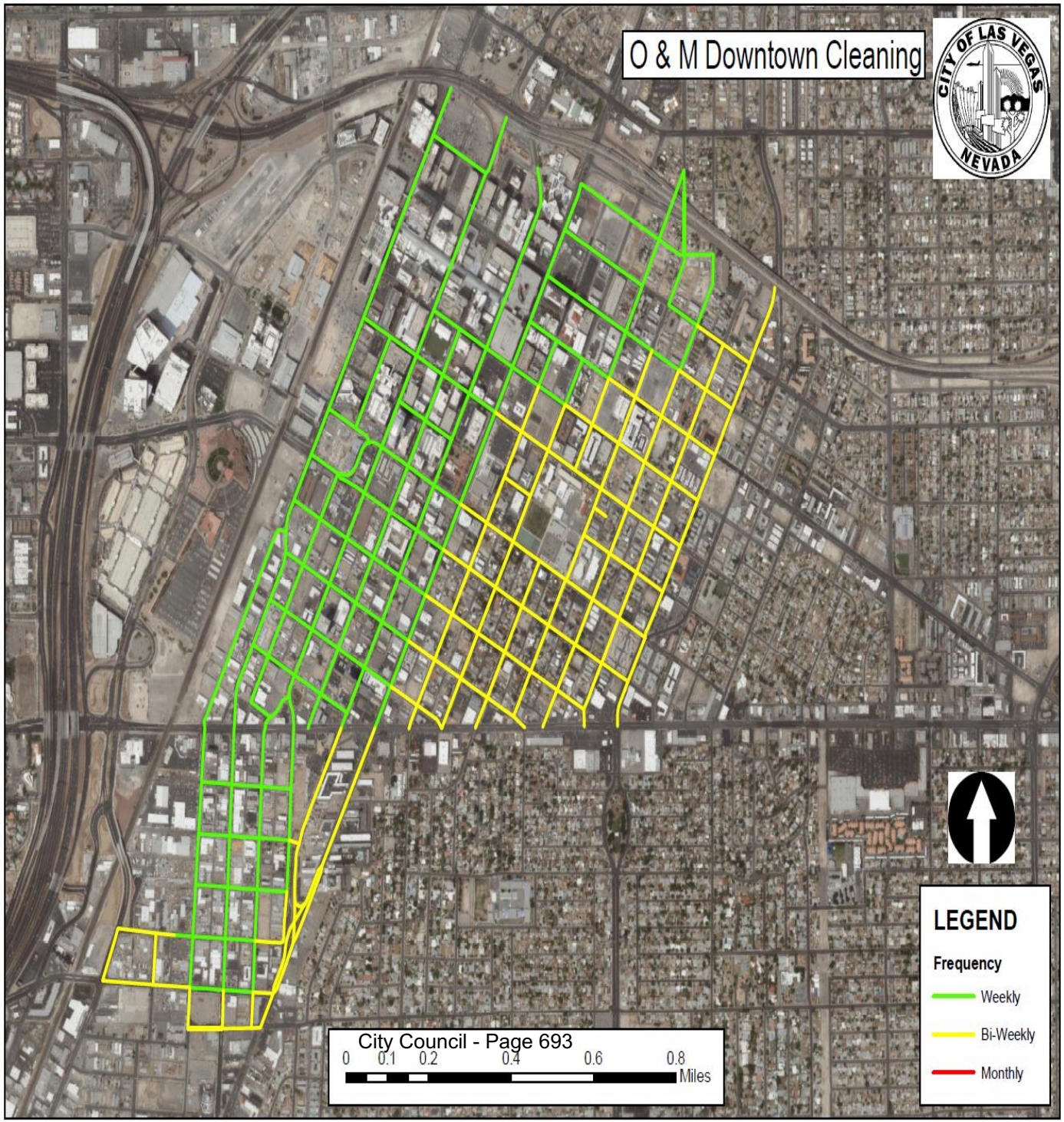
Multi-Jurisdictional Coordination



Temporary Deterrence Locations



Downtown Cleanings



City of Las Vegas MORE Teams

The Multi-Agency Outreach Resource Engagement (MORE Teams) Services:

- Housing assessment
- Access to shelters and neighborhood organizations
- Encampment interaction
- Access to Courtyard services

The MORE Teams multi-disciplinary partners:

- Case workers (client case information in HMIS)
- Human services professionals (HELP of Southern Nevada, WestCare, Salvation Army)
- Law enforcement support (Deputy City Marshals and LVMPD)

MORE Team Protocols:

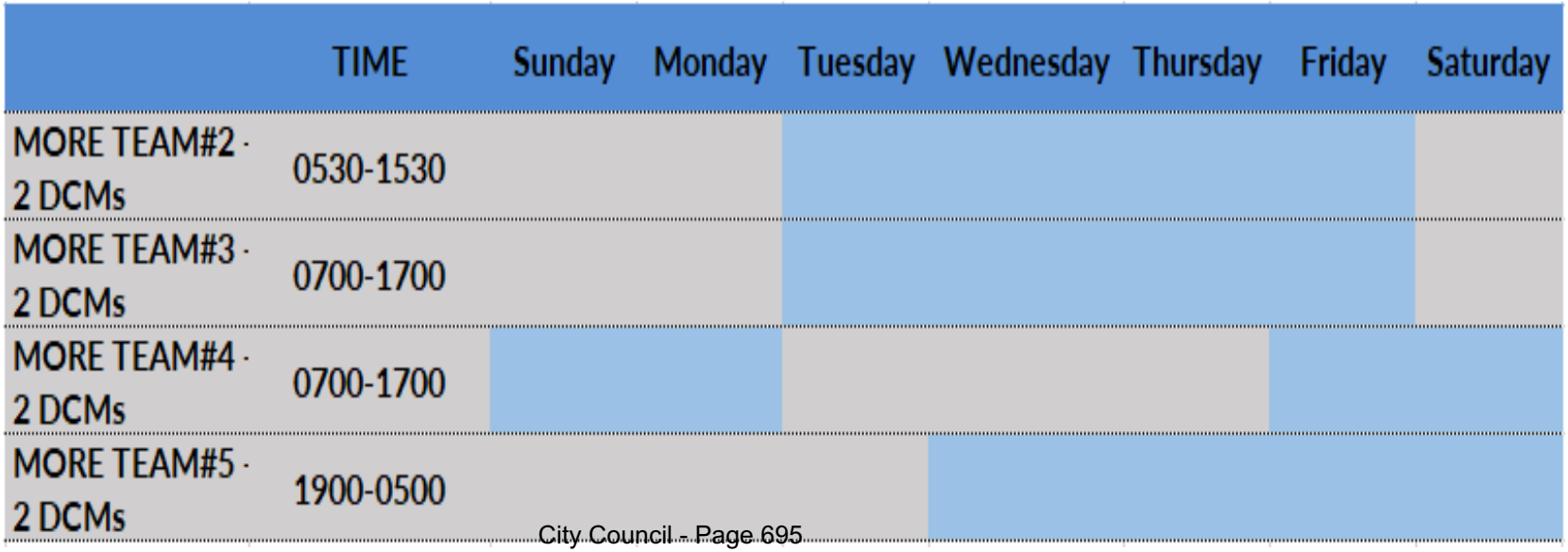
- Contacts : MORE Team line (702-229-6673), Office of Community Services, CLV Website or GoVegas App
- MORE Teams dispatched via WorkForce software (preparing to add DPS Marshal Dispatch)
- Transport clients to shelter, housing, detox/rehab programs, and to follow-up appointments
- Deputy City Marshals help connect Unhomed individuals to resources by making the initial introduction between the individuals and resources, and provide community policing to help foster relationships with unhoused individuals seeking assistance

City of Las Vegas MORE Teams

Currently have 5 MORE Teams, providing 7 day coverage (not 24 hr. coverage):

- **MORE Team 1**: Assigned to Downtown Area Command with LVMPD
- **MORE Team 2:** Assigned to Bolden Area Command
- **MORE Team 3:** Assigned to all CLV jurisdiction
- **MORE Team 4:** Weekend coverage, no assigned area
- **MORE Team 5:** Overnight coverage, assigned to downtown

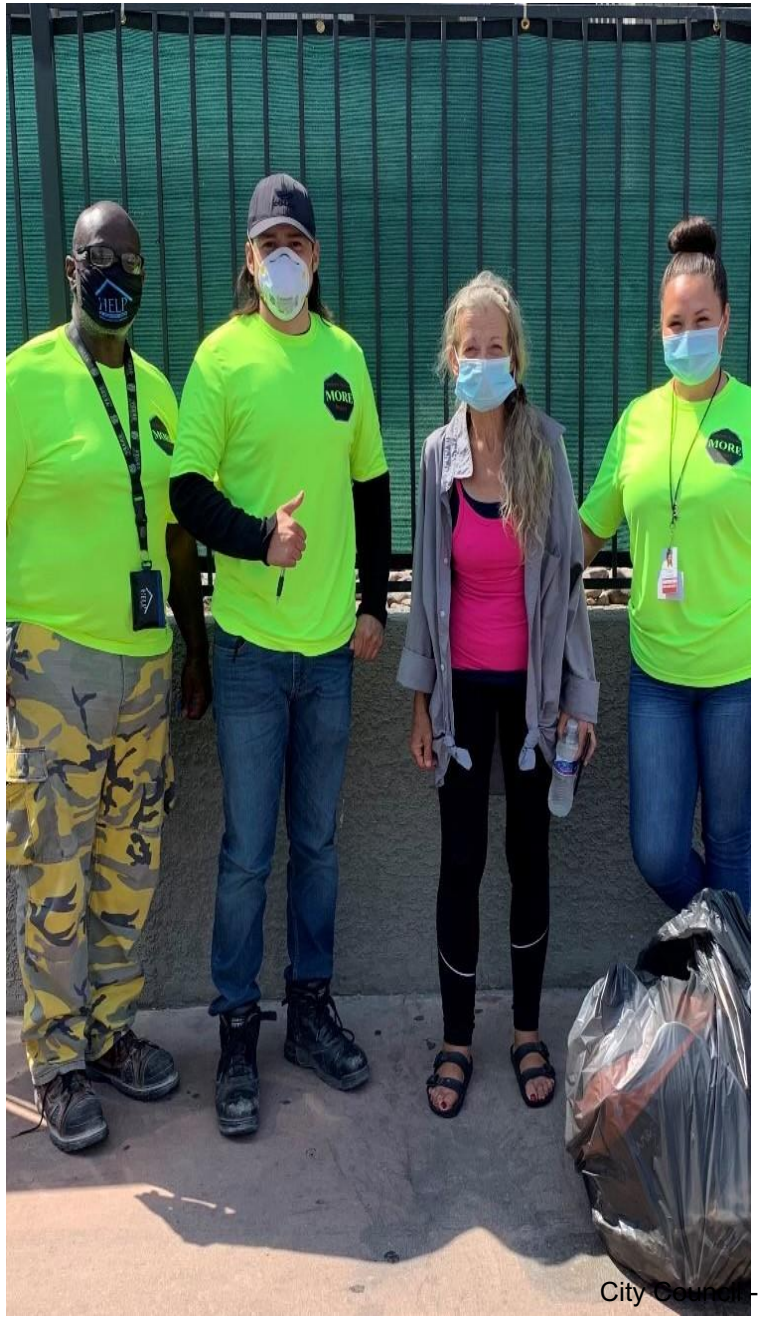
Department of Public Safety Support Coverage: Deputy City Marshals (DCM)



City of Las Vegas MORE Teams

*Some Photos Taken Pre-COVID 19 Pandemic in 2019-2020

City of Las Vegas MORE Teams



*Some Photos Taken Pre-COVID 19 Pandemic in 2019-2020

City of Las Vegas MORE Teams

MORE Team Outreach (Sept 2020 – Feb 2021):

MORE Team Activity	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Total
Total Contacts	180	241	952	1366	3954	730	**7423**
Encampments Removed	122	109	71	248	193	114	**857**
Transports	40	51	40	39	28	15	**213**
Accepted Services	0	0	309	407	461	238	**1415**

City of Las Vegas
Courtyard Homeless Resource Center (HRC)

City of Las Vegas Courtyard Homeless Resource Center is a comprehensive approach to ending homelessness and assisting individuals and families in getting off the streets and into housing. The Courtyard's public-private partnership convenes a range of services in a central, convenient location to provide:

- Safety
- Housing
- Medical/Mental Health Services
- Legal Assistance
- Employment & Educational Opportunities
- Income/Benefit Assistance
- Clothing
- Mail Services
- Storage
- Additional Wraparound Services

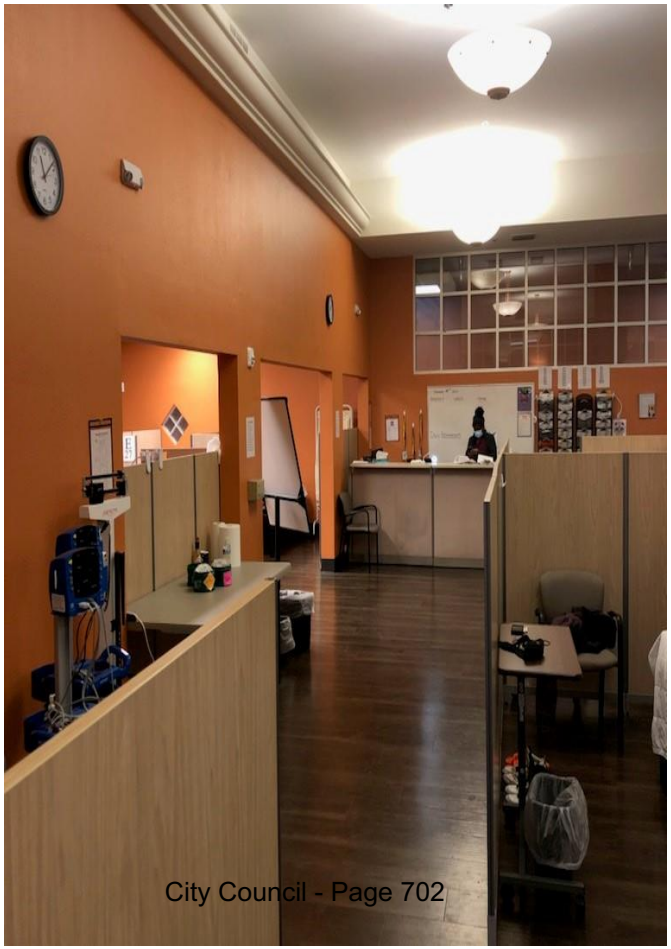
City of Las Vegas
Courtyard Homeless Resource Center (HRC)

Services	Total Clients Served: (Sept 2020-Feb 2021)
Clients Served at HRC	8665
Average Overnight Stay	1442
Storage Bin System	2270
Mail Services	1359
Medical	71
Benefit Assistance	163
Reunited via Ticket-to-Home	466
Accessed Housing	36

City of Las Vegas Recuperative Care Center

- 38 bed facility for medical and social issues contributing to an individual's experience of homelessness
- Cares for acute/post-acute hospital discharges for homeless individuals
- Guests are recovering from illness without required hospitalization, but exacerbated by homelessness Guests not accepted to shelters due to their higher level of required medical care and liability
- Guests receive medical treatment and connected to Intensive Case Management (ICM) to facilitate barriers and the transition to self-sufficiency

Services	Total (Aug 24, 2020 - Feb 28, 2021)
Total Patients Served to Date:	56
Current Patient Census	33 (Pending Recent Admission: 35)
Patient Discharges to Date:	116
Discharges to Housing:	66 (57%)
Discharges to Shelter/Streets/Other:	50 (43%)
AMA Discharges:	20 (40%)
Admin Discharges:	7 (~1%)
Higher Level of Care:	5 (~1%)
Residential Tx:	2 (~1%)



*Some Photos Taken Pre-COVID 19 Pandemic in 2019-2020

Las Vegas Metropolitan Police Department
Behavioral Health Unit

The Behavioral Health Unit is a multidiscipline approach to prevention, intervention and restoration

Goal:

Establish non-traditional policing endeavors to identify solutions for significate social disorders that cannot be solved through enforcement, arrest, incarceration, and prosecution alone.

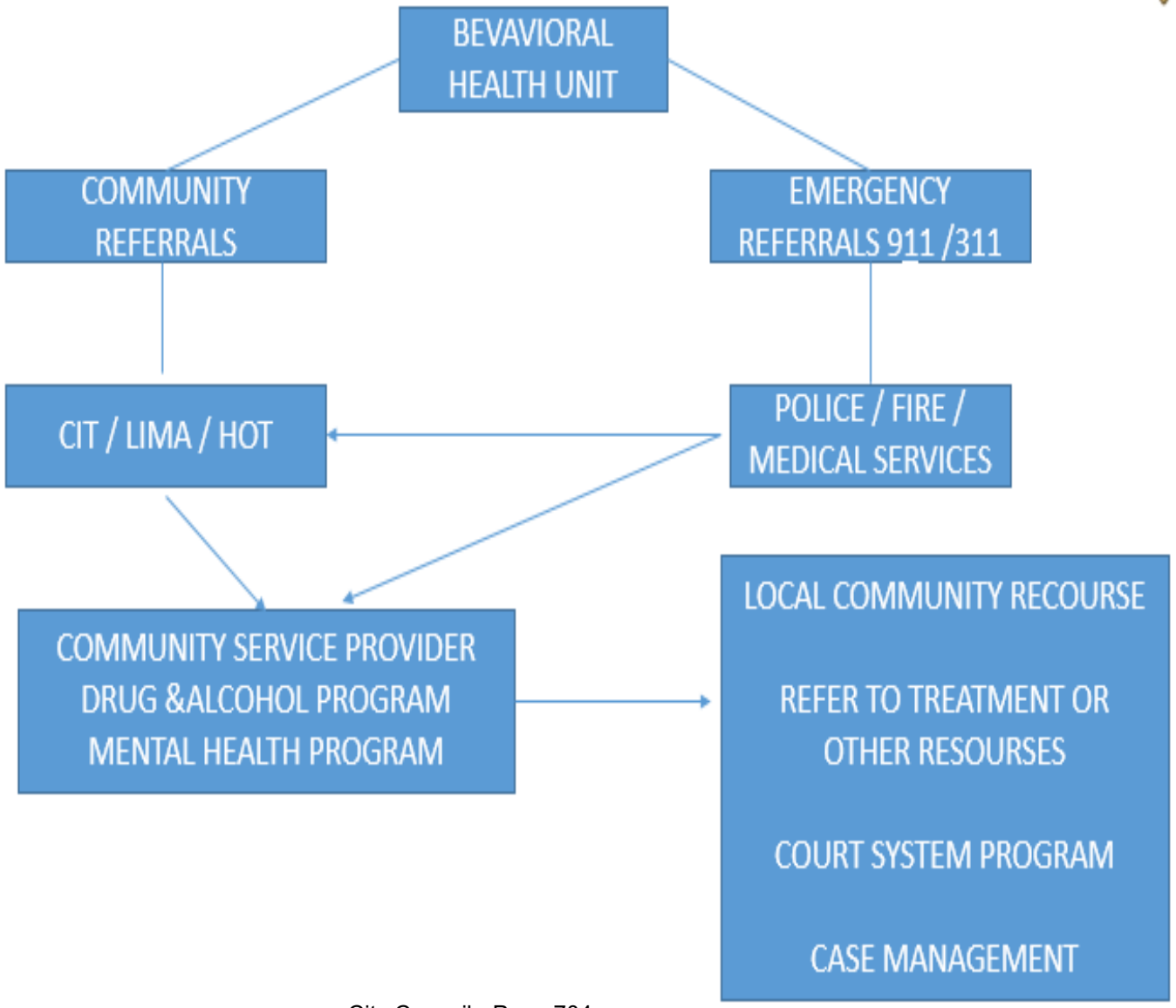
The Behavioral Health Unit (BHU) encompasses:

C.I.T. – Crisis Intervention Team

L.I.M.A. – Law Enforcement Intervention for Mental Health and Addiction

H.O.T. – Homeless Outreach Team

Las Vegas Metropolitan Police Department
Behavioral Health Unit



Las Vegas Metropolitan Police Department Behavioral Health Unit

Crisis Intervention Team (CIT):

- Officers provide direction and guidance in response to persons who are in crisis, showing signs and symptoms of excited delirium or who are believed to be mentally ill.
- Commissioned officers are trained upon hiring and continued bi-annual training.
- Conducts follow-up visits on repeat resource consumers and those that have a propensity for violence.
- Provide an avenue to help reduce multiple calls for service and assist those who are experiencing a mental health crisis with long term solutions.

Las Vegas Metropolitan Police Department Behavioral Health Unit

Law Enforcement for Mental Health and Addiction (LIMA)

- This 9-12 month program enables Las Vegas Metropolitan Police Department (LVMPD), in collaboration with the 8th District Judicial Court, to redirect low-level drug offenders to engage in community-based services
- The goal is to divert eligible individuals to services to reduce criminal activity and improve public safety. Diversion to community-based services for treatment and life-skills training improves the likelihood of success
- Participants must have a chemical dependency issue and be willing to engage in treatment services throughout their participation in the LIMA Program

Las Vegas Metropolitan Police Department
Behavioral Health Unit

Homeless Outreach Team (HOT)

- The purpose of HOT is to provide a comprehensive approach to reduce homelessness in the Las Vegas Valley through care, compassion, and understanding of the full scope of the needs of the homeless.

- Outreach – not arrest. Ensures homeless individuals feel comfortable and accept resources.

- HOT uses community partners to provide programs, resources and referrals.
  - Medical and mental health evaluations
  - Transportation
  - Clean-up crews
  - Faith-based groups
  - DMV, VA, Social Security/Disability
  - Substance abuse

- Collaborative community oriented process effort to provide services in the field. Go to Clients first.

Homeless Patient Contacts by Las Vegas Fire & Rescue January-December 2020

	CY 2020	Percent
Total EMS Contacts	5,532	
Average Age (yrs.)	50.1	
Female	1,558	28.1 %
Veterans	229	5.0 %
Transported	4,318	78.1 %

Source: LVFR Imagetrend Report CY 2020

Patients Experiencing Homelessness

Impact on Frequent 9-1-1 EMS Calls

# EMS calls/yr.	Number of homeless individuals	Total Number of EMS calls
4-9	160	829
10-19	20	264
20-30	6	125
Totals	**186**	**1,218**

Source: LVFR Imagetrend Report CY 2020

Opportunities

- Coordinated response with Community Paramedics
- Crisis Response Team (CRT)
- Southern Nevada CHIPS
- Coordinated discharge planning from Emergency departments

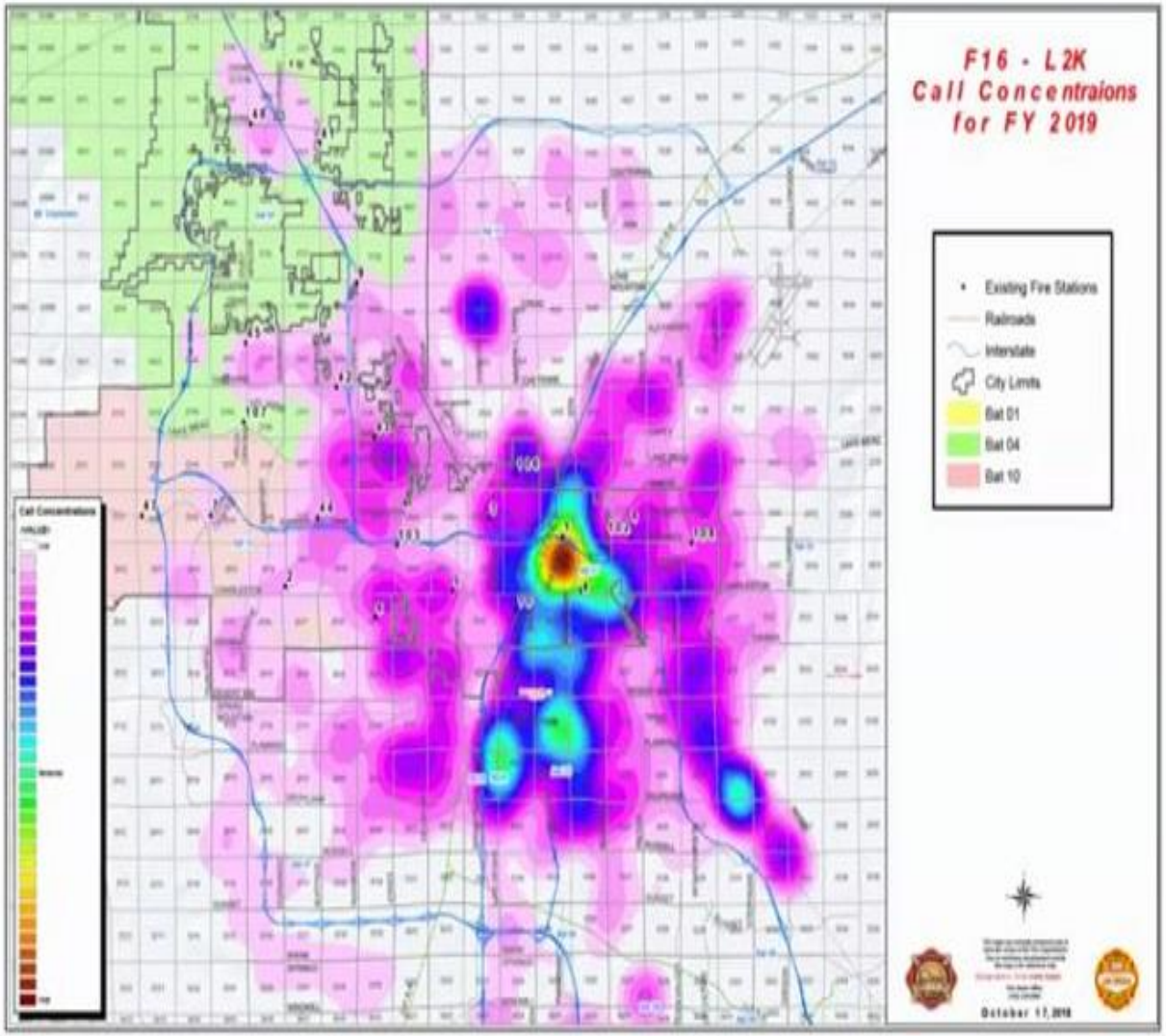
CRT Program (Overview)

Avg. Six months 2019	Homeless "Yes"	Homeless "No"	Not Known	Total CRT Calls / Month	Percent Homeless
Avg.	88.33	78.67	6.17	173.17	51.26%

Crisis Response Team:

Licensed Clinical Social Worker on an ***ALS ambulance***

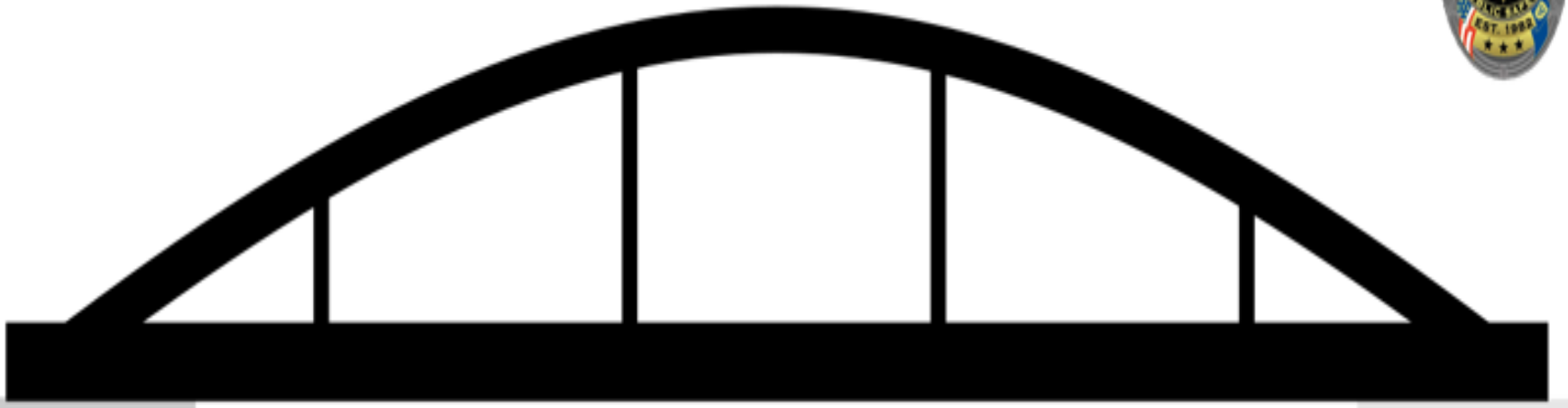
1. Responds to **9-1-1 psychiatric emergencies**
2. CRT can transport the patient directly to most appropriate level of care.
   - Possible Destinations
     - **ER**
     - **Behavioral / Psychiatric Facility**
     - **Sobering Center**
3. CHIPs social worker follows up with patients transported to psychiatric facility.



LVFR Fire Responses

- Total Fire Responses in 2020: **5,982**
- Total Fire Responses to Homeless Encampments: **252** or **4%** of LVFR total fire response for 2020
- **177** Homeless Encampment fires, **69%** are centered within Battalion 1

DPS ASSISTS IN BRIDGING THE GAP



While encountering unhoused individuals in warrant status, Deputy City Marshals have the ability to coordinate with other city departments to reschedule court dates as an alternative to incarceration

Animal Control has participated in the Homeless project where at risk individuals are able to leave their pets with Animal Control while they acquire services

The Detention Center and Deputy City Marshals provide transportation to the HRC

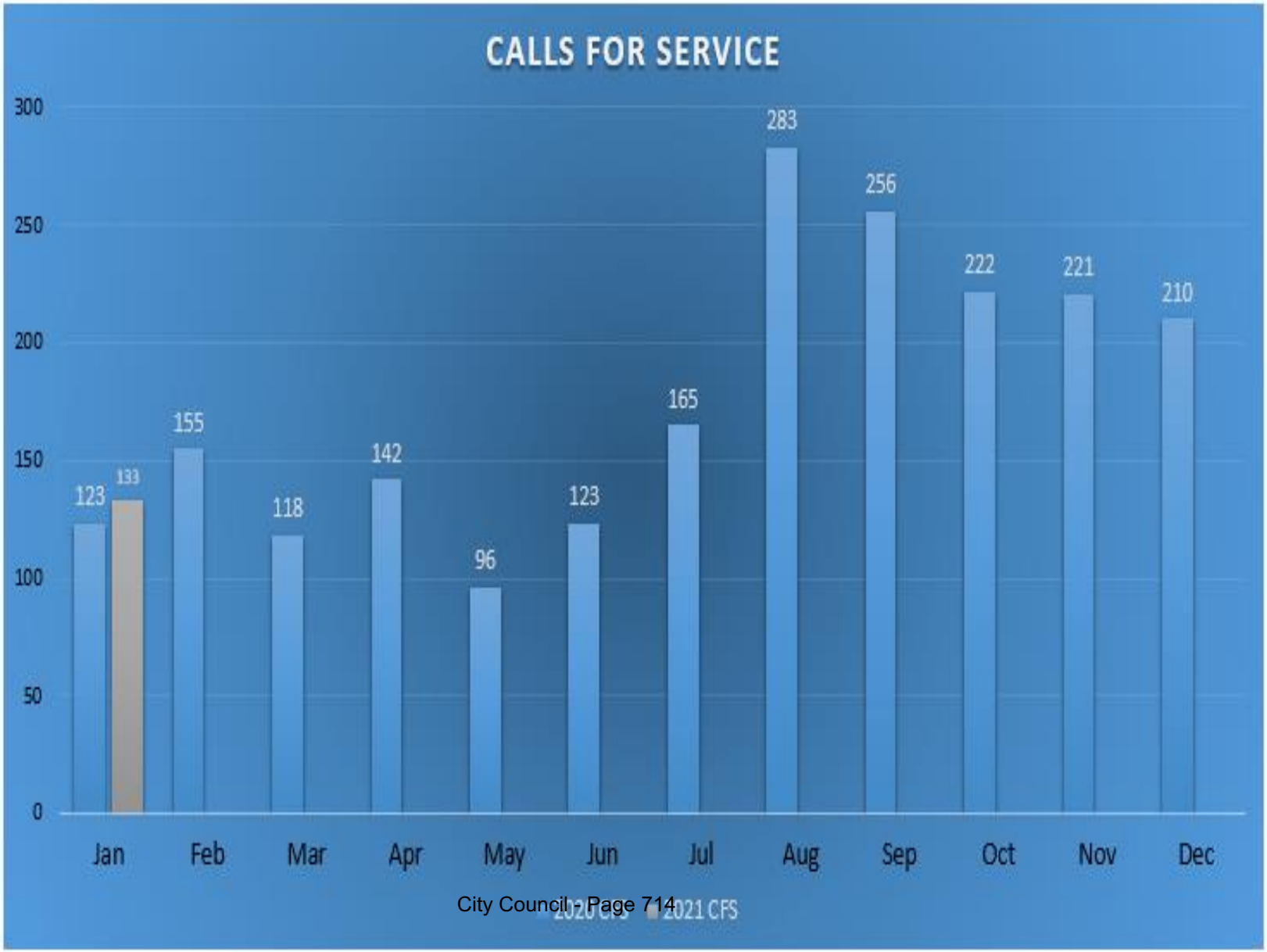
Deputy City Marshals Patrol Unit provide literature and educational resources to the at risk population during encounters

The Detention Center's Classification unit conducts interviews with individuals identified as at risk by connecting them with a Discharge Planner who will provide appropriate resources

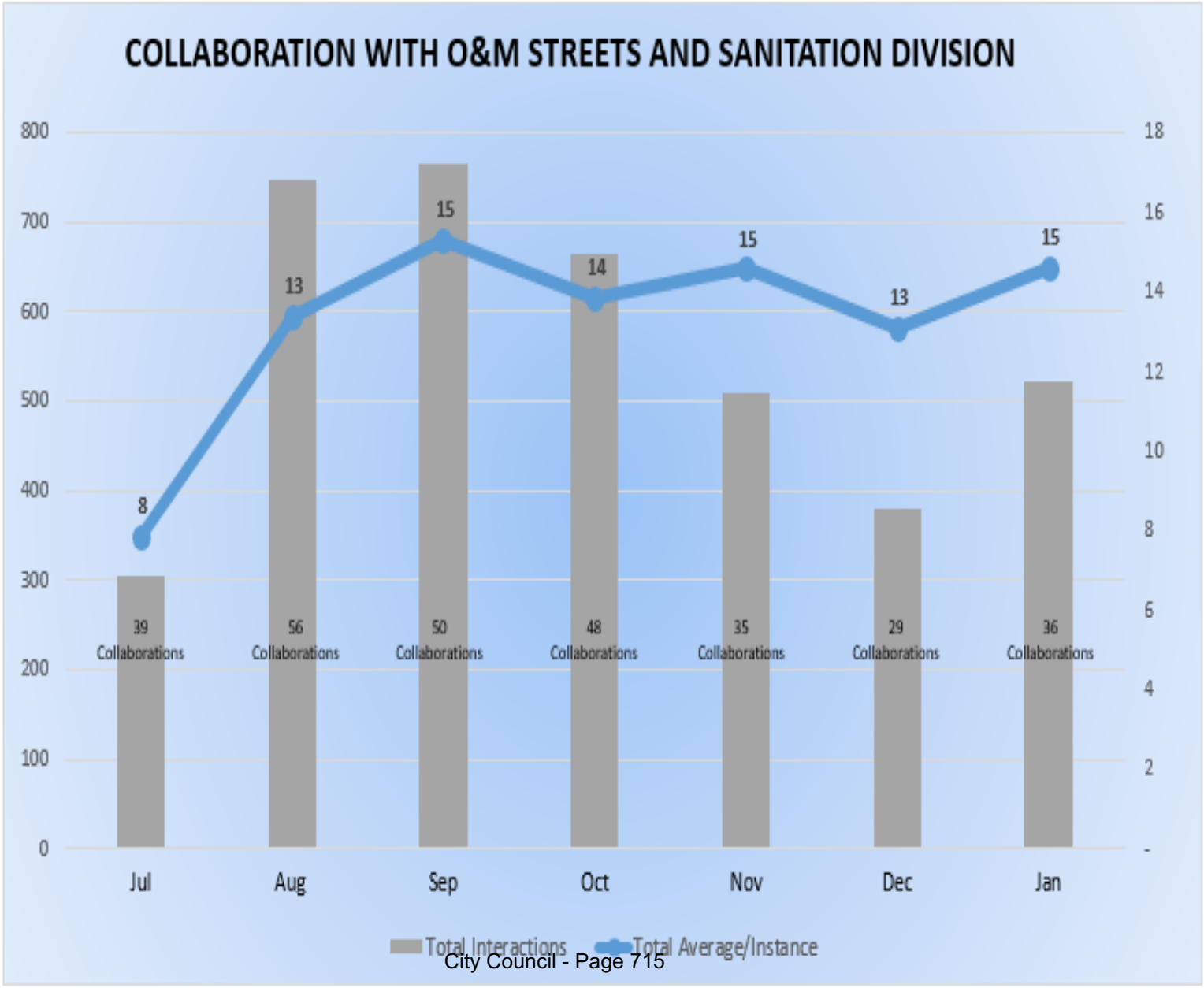
Deputy City Marshals assess situations that may require the Crisis Response Team

Units within the support staff is trained to assist at risk populations such as providing resource guides or connecting them with resources

THE MARSHAL PATROL UNIT'S CONTRIBUTION TO THE EFFORT



OTHER DEPARTMENT COLLABORATIONS



Encampment Ordinance Enforcement

Criminal Division Case Status

Case Created	Charge	CAO History	Status	Specialty Court
3/19/2020	Anti-Camping	Amended and charged	Bench Warrant	Offered
4/29/2020	Anti-Camping	Citation not approved for prosecution	Closed	No
5/25/2020	Anti-Camping and Alcoholic Beverage within 1000 feet sold	Citation not approved for prosecution	Closed	No
7/2/2020	Anti-Camping	Charged	Bench Warrant	Offered
7/17/2020	Anti-Camping	Charged along with previous trespassing case	Served 30 days concurrently – Case closed	Offered
9/10/2020	Anti-Camping	Amended to pedestrian/vehicular interference and combined with previous trespassing case	Active	Offered & Accepted into HOPE Court
9/10/2020	Anti-Camping	Amended to pedestrian/vehicular interference	Bench Warrant	Offered

Fresh Start Homeless Court Program

Purpose:

To identify and connect homeless criminal defendants to resources to help them attain stable housing and stable income, to reduce homelessness and criminal activity related to homelessness.

Goals:

- Reduce homelessness and related crime in the City of Las Vegas
- Decrease law enforcement and jail resources utilized to cite, arrest, and process homelessness related crime
- Stop the cycle of cite, arrest, and closed cases with incarceration, rather than solving the root issue of homelessness

Eligibility:

- Individuals who are homeless within the City of Las Vegas limits
- Have one or more criminal charges with Las Vegas Municipal Court
- All criminal cases, excluding battery domestic violence, DUI, stalking, TPO violations, and harassment
- **Voluntary**

Fresh Start Homeless Court Program

Initial Numbers & Shutdown Efforts (Sept 17, 2020 – Feb 16, 2021)

- **36** defendants referred to the program before the shutdown
- **18** failures to appear
- **7** assessments completed
- **1** defendant accepted the Fresh Start program before the shutdown
- **10** defendants were referred to Specialty Courts, either pre or post assessment
- **3** additional defendants entered into the program during the shutdown
- About **27** defendants originally scheduled during the shutdown were scheduled to appear on February 25th
- The court conducted remote video sessions during the shutdown with defendants and case managers appearing at The Center for Hope, which allowed the Court to remain engaged with and connect defendants to services during the shutdown

QUESTIONS

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
43

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Set date on any appeals filed or required public hearings from the City Planning Commission Meetings and Dangerous Building or Nuisance/Litter Abatements.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 3, 2021

Agenda Item No.:
44

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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.

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
45

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
COUNCIL EMERGING ISSUES:

Discussion regarding potential items for future City Council agendas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Comments made by Council members during this portion of the agenda must refer solely to proposals for future agenda item topics to be brought before the Council for consideration and action at a later date. Any discussion must be limited to whether or not such proposed items shall be placed on a future agenda and no discussion regarding the substance of any such proposed topic shall occur. No action shall be taken.

RECOMMENDATION:
Direct staff accordingly.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: March 3, 2021

Agenda Item No.:
46

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Flyers for Ward 3 Announcements, Vaccination POD (Point of Distribution) at Minker Complex, Grand Opening of the Cano 360 Mobile Clinic, Successful Ward 3 Food Pop-Up at O'Callaghan Middle School, Vaccinations at the Mexican Consulate, Vaccinations at Casa del Inmigrante, Island Pacific Seafood Market Grant Opening, Park Cleanup and Tree Planting with Get Outdoors Nevada and Our Parks and Recreation Team, Upcoming Ward 3 Activities, COVID-19 Vaccines in Southern Nevada, The Winner of the City of Las Vegas vs. City of Reno 2020 Census Challenge and Ward 3 Social Media Portals by Councilwoman Diaz; Flyers for Ward 2 Announcements, Small Business Saturdays, Document Shredding & Medication Disposal Event, Ward 2 COVID Relief Programs and Resources for Businesses Event, Vegas Golden Knights, Animal Foundation Pet Adoptions, Ward 2 Office Contact Information and Ward 2 Social Media Portals by Councilwoman Seaman; Flyer for Serving Our Seniors in Ward 1 and Ward 1 Contact Information by Councilman Knudsen; Flyers for Ward 5 Announcements, Read with my Barber, Little Libraries Ribbon Cutting at the Historic Westside School, Lorenzi Park Cleanup, Celebrating Women's History Month, Ward 5 Newsletter and Ward 5 Social Media Portals by Councilman Crear

OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

Vaccination POD at Minker Complex

1,500 seniors were vaccinated February 17-19!

Grand Opening of the Cano 360 Mobile Clinic

Make an appointment today at: 855.226.6633

Services provided by the Cano 360 mobile clinic: Primary Medical Care | Wellness | Prevention Services | Labs | Community Outreach | Marketing Events | Disaster Relief

Successful Ward 3 Pop-Up at O'Callaghan Middle School

On behalf of 500 families, thank you!

Mike O`Callaghan Middle School
i³ LEARN ACADEMY

EST. 1993
CULINARY ACADEMY LAS VEGAS

Vaccinations at the Mexican Consulate

The successful event highlighted the Consulate's partnership with the City of Las Vegas to overcome language and trust barriers in the Spanish-speaking immigrant community. Over 250 seniors received the 1st dose of their vaccine on 2/23 and have a scheduled follow up for their 2nd dose.

Vaccinations at Casa del Inmigrante

The initiative, spearheaded by Walmart in collaboration with local partners, aims to help increase the accessibility and availability of COVID-19 vaccines to residents in east Las Vegas.

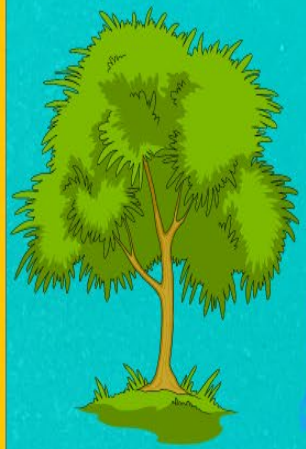
Appointment hotline: (833) 886-0023

Island Pacific Seafood Market Grand Opening!

This is the third Island Pacific location in Southern Nevada and the 1st in Las Vegas proper. The grocery store, located at 317 N Nellis Blvd., offers a wide selection of groceries, seafood, and delicious homecooked Filipino dishes!

Park cleanup and tree planting with Get Outdoors Nevada and our Parks and Recreation team!

Thank you to the amazing volunteers who helped us plant 18 trees and pick up 48.82 lbs. of trash !



Upcoming Ward 3 Activities

The Las Vegas City Council and
Councilwoman Olivia Díaz
Invite you to a

DOCUMENT SHREDDING EVENT

& Prescription Drug Turn In

LIMITED to 5 Boxes per car

Saturday, March 27
10 a.m.–Noon

FREE

Mesquite Club | 702 E. St. Louis Ave.

The event provides worry-free document destruction for residents.
Bring unwanted or expired prescription drugs to safely discard.

CESAR CHAVEZ DAY

FOOD POP-UP *and* FAMILY RESOURCE FAIR

Saturday, March 27 | 2-4 p.m.
Gary Reese Freedom Park *(Washington Entrance)*
850 N. Mojave Road

Safe, no contact drive-thru distribution of 40 lbs. of fresh food and community resource information.
Registration is not required, but limited to the first 500 families.

For more information, please call 702.229.5428

Sponsored by:

Park Cleanup at Jaycee Park | March 20th, noon-2pm

Register at volunteer@getoutdoorsnevada.org

COVID-19 Vaccines in Southern Nevada

COVID-19 Vaccine Locations

Week of March 1-7, 2021

Questions about the vaccine? Need assistance making an appointment?
Call toll-free at (800) 401-0946, (702) 759-1900, or (702) 455-0696.
You can also visit: www.SNHD.info/COVID or www.NVCovidFighter.org.
NOTE: Walk-ins not accepted at any location listed below.
Please review all identification requirements listed in advance of your appointment.

Southern Nevada Health District 280 S. Decatur Blvd., Las Vegas, NV 89107 **Weekdays**	**Eligible Groups:** Nevadans 70+/ People in Eligible Groups who have Mobility Issues **Book an Appointment:** http://bit.ly/3cT95l3.
Cashman Center Exhibit Hall B, 850 Las Vegas Blvd. N., Las Vegas, NV 89101 **Tuesday-Saturday**	**Eligible Groups:** Nevadans 65+/Health Care/Public Safety & Security/ Frontline Community Support **Book an Appointment:** https://bit.ly/3ssZQD1.
Encore Las Vegas Brahms Ballroom, 3131 Las Vegas Blvd. S., Las Vegas, NV 89109 **Monday-Friday**	**Eligible Groups:** Nevadans 65+/Health Care/Public Safety & Security **Book an Appointment:** https://bit.ly/3plA1DD.
Las Vegas Convention Center Hall C1, 3150 Paradise Rd., Las Vegas, NV 89109 **Tuesday-Saturday**	**Eligible Groups:** Nevadans 65+/Health Care/Public Safety & Security/ Frontline Community Support **Book an Appointment:** https://bit.ly/3q5qbFK.
Pharmacies Select locations are offering COVID-19 vaccinations. Visit the links for more information on dates.	**Eligible Group:** Nevadans 65+ **Sam's Club:** **Book an Appointment:** http://bit.ly/3qq2ljt. **Smith's Food and Drug:** **Book an Appointment:** https://bit.ly/3qPZoh7. **Walgreens:** **Book an Appointment:** https://bit.ly/3ok7xsw. **Walmart:** **Book an Appointment:** http://bit.ly/3jTrk1j.
Boulder City Select locations are offering COVID-19 vaccinations. Call for more information on dates.	**Eligible Group:** Nevadans 70+/Educators **Call (702) 293-9256 to Book an Appointment.**
Canyon Springs High School 350 E. Alexander Rd., North Las Vegas, NV 89032 **March 1-2, 2021**	**Eligible Groups:** Nevadans 65+/Health Care/Public Safety & Security/ Frontline Community Support **Book an Appointment:** https://bit.ly/3dNAX0l.
Casa de Imigrante 2900 Stewart Ave., Las Vegas, NV 89101 **March 1, 2021**	**Eligible Group:** Nevadans 65+ **Call (833) 886-0023 to Book an Appointment.**
College of Southern Nevada Main Student Union, 700 College Dr., Henderson, NV 89002 **Monday-Friday**	**Eligible Groups:** Nevadans 65+/Health Care/Public Safety & Security/ Frontline Community Support **Book an Appointment:** https://bit.ly/3b8ihFR.
Neighborhood Recreation Center 1638 N. Bruce St., North Las Vegas, NV 89030 **March 5, 2021**	**Eligible Groups:** Nevadans 65+/Health Care/Public Safety & Security/ Frontline Community Support **Book an Appointment:** https://bit.ly/2NJERNt.
North Las Vegas VA Medical Center 6900 N. Pecos Rd., North Las Vegas, NV 89086 **Weekdays**	**Eligible Group:** Veterans 65+ **Call (702) 791-9185 to Book an Appointment.**
University of Nevada, Las Vegas Main Campus Student Union, Las Vegas, NV 89119 **Monday-Friday**	**Eligible Groups:** Nevadans 65+/Health Care/Public Safety & Security/ Frontline Community Support **Book an Appointment:** https://bit.ly/3b8ihFR.

Información sobre la vacuna contra el COVID-19

Walmart

¡Seamos más fuertes juntos, aquí y ahora!

Actualmente, Walmart está proporcionando vacunas contra el COVID-19 en Las Vegas. Tener seguro no es requerido y no hay costo para recibir la vacuna.

¿Por qué debería vacunarme?
Vacunarte contra el COVID-19 no solo te ayuda a protegerte a ti, sino también a quienes te rodean y que aún no cumplen los requisitos para recibir la vacuna o son muy vulnerables. Al hacerlo, estás realizando un acto de servicio a tu comunidad y liberando recursos de atención médica para quienes los necesitan y tienen otras necesidades médicas.
Para obtener más información, visita CDC.gov/Covidvaccine

¿Es segura la vacuna?
¡Sí! La vacuna es segura y tiene una eficacia de más del 90% para prevenir el COVID-19 después de la segunda dosis*.

Cuando recibas tu primera dosis, programaremos tu cita para la segunda dosis. Es absolutamente necesario que recibas ambas dosis. La vacuna contra el COVID-19 no puede transmitirte el COVID-19.

¿Puedo recibir la vacuna contra el COVID-19 ahora?
Consulta el sitio web del departamento de salud de tu estado para determinar si actualmente cumples con los requisitos para vacunarte. Si cumples con los requisitos, puedes encontrar un centro de vacunación en un establecimiento de Walmart participante, y programar una cita visitando www.walmart.com/COVIDvaccine.

Cómo programar una cita para recibir la vacuna contra el COVID-19

La vacuna contra el COVID-19 está disponible sin costo para ti**.

Llame al **833-886-0023** para programar su cita.

Direccion
Casa del Inmigrante,
Centro Comunitario Rafael Rivera
2900 Stewart Ave Las Vegas, 89101

Hora y Fecha
25 Feb - 1 Mar
9:00 a.m. – 4:00 p.m.
(Se requiere cita)

¿Qué debo llevar a mi cita?

El día de tu cita, debes traer tu identificación, comprobante de elegibilidad para recibir la vacuna, si aplica (por ejemplo, tu identificación de trabajo) y tarjeta de seguro, si tienes una. Planifica permanecer en el establecimiento al menos 15 minutos después de tu inyección mientras te monitoreamos para detectar cualquier reacción alérgica.

* De acuerdo con los datos de la Fase III de Pfizer BioNtech y Moderna, pero no le impondrán ningún cargo.
** Walmart puede facturar los gastos de administración a tu aseguradora, plan de salud o un

The Immigrant Home Foundation
Fundación Casa del Inmigrante

COVID-19 VACCINATION EVENT FOR 65 AND OLDER "PER VACCINE AVAILABILITY"

Nevada Partners

March 17th
8 AM to 2 PM

690 W LAKE MEAD BLVD.
NORTH LAS VEGAS, NV. 89030

Proof of residence required - MUST REGISTER

To register call
702-844-8000

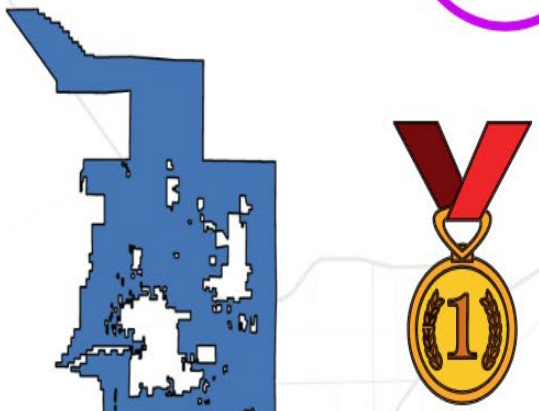
SNHD
Southern Nevada Health District

The Winner of the City of Las Vegas vs. City of Reno 2020 Census Challenge is...

City of Las Vegas

Nevada Self-Response
66.6%

Las Vegas Self-Response
69.0%



Las Vegas, Nevada
2020 Self-Response
Total: 69.0%
Internet: 56.1%

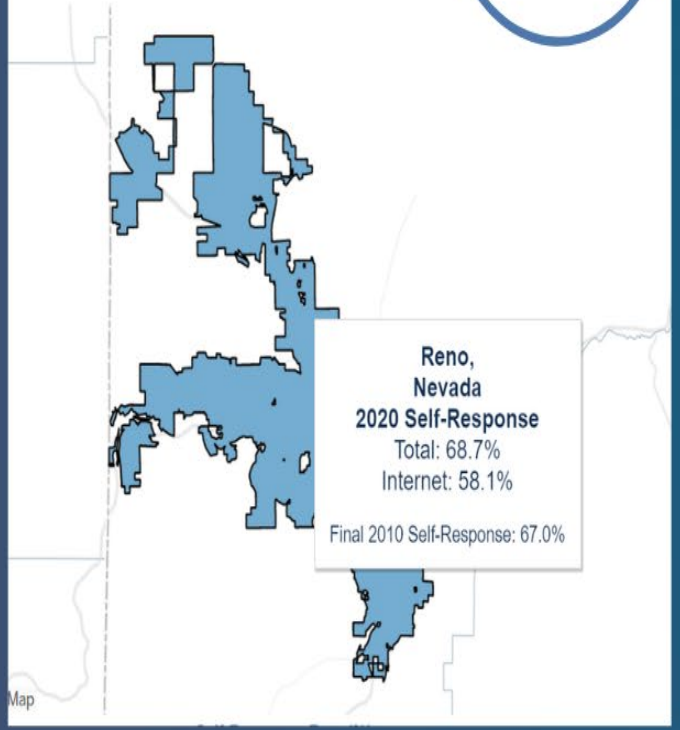
Final 2010 Self-Response: 63.7%

StreetMap

City of Reno

Nevada Self-Response
66.6%

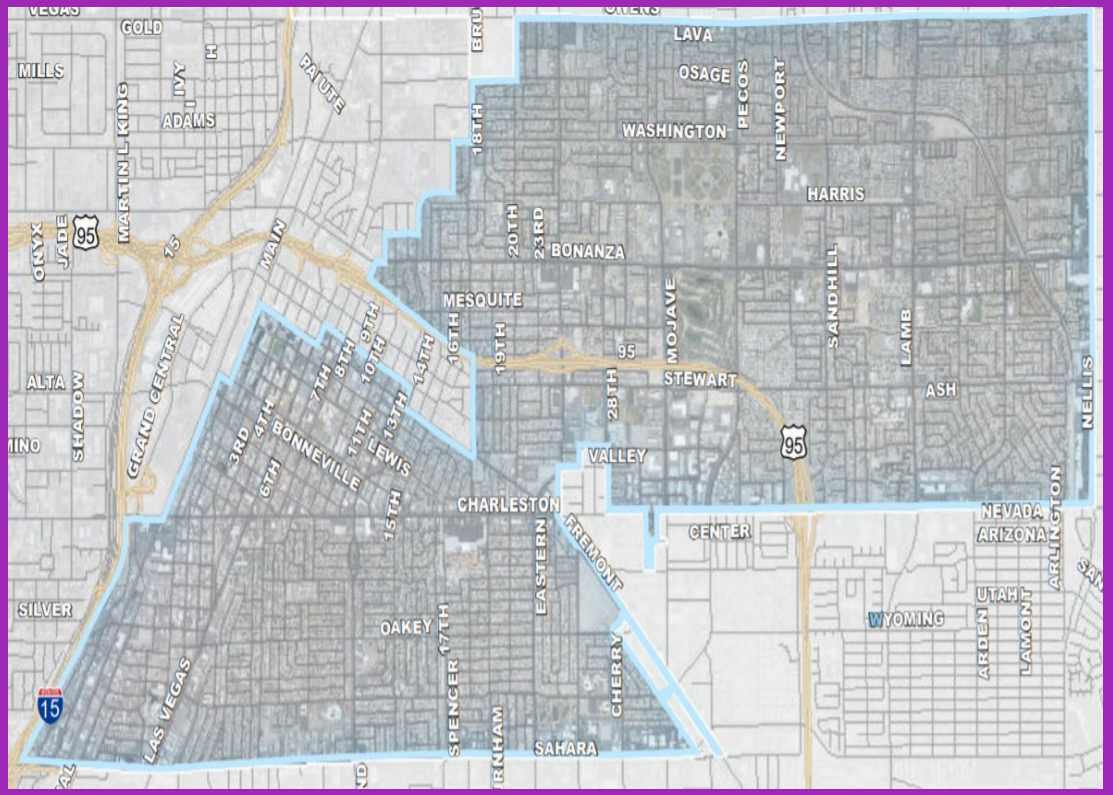
Reno Self-Response
68.7%



Reno, Nevada
2020 Self-Response
Total: 68.7%
Internet: 58.1%

Final 2010 Self-Response: 67.0%

Map



ward3@lasvegasnevada.gov

@OliviaDiazLV

@oliviadiazlv

oliviadiazlv

City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
March 3, 2021
SUMMERLIN

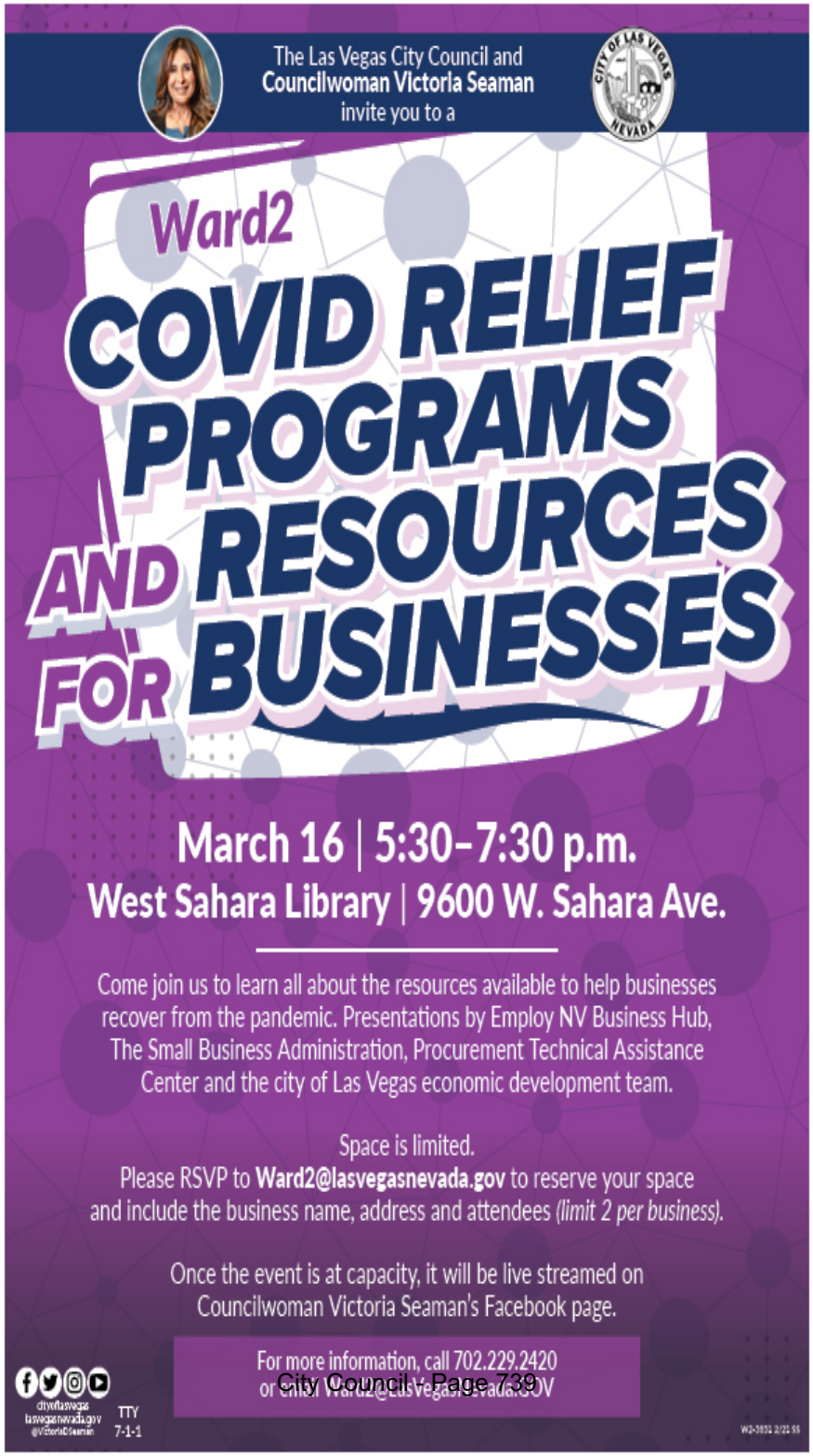
WARD 2

WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

WARD 2

The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to a
Document Shredding & Medication Disposal
LIMITED to 5 Boxes per car
Saturday | March 13
10 a.m.-Noon
Pandemic safety precautions will be applied.
Pavilion Center Pool
101 S. Pavilion Center Drive (Parking Lot)
For more information, call 702.229.2420.
cityoflasvegas
lasvegasnevada.gov
VictoriaDSeaman
TTY
7-1-1

W A R D 2


The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to a
Ward2
COVID RELIEF PROGRAMS AND RESOURCES FOR BUSINESSES
March 16 | 5:30–7:30 p.m.
West Sahara Library | 9600 W. Sahara Ave.
Come join us to learn all about the resources available to help businesses recover from the pandemic. Presentations by Employ NV Business Hub, The Small Business Administration, Procurement Technical Assistance Center and the city of Las Vegas economic development team.
Space is limited.
Please RSVP to Ward2@lasvegasnevada.gov to reserve your space and include the business name, address and attendees (limit 2 per business).
Once the event is at capacity, it will be live streamed on Councilwoman Victoria Seaman's Facebook page.
For more information, call 702.229.2420
cityoflasvegas
lasvegasnevada.gov
@VictoriaDSeaman
TTY
7-1-1

WARD 2

Animal Foundation Pet Adoptions

WARD 2

Tank

ID # A1159486

Arrived: 2/18/2021

Male Neutered

Age: 8 Years

Weight: 110 lbs

Animal Foundation Pet Adoptions

WARD 2

Gracie

ID # A1159632

Arrived: 2/20/2021

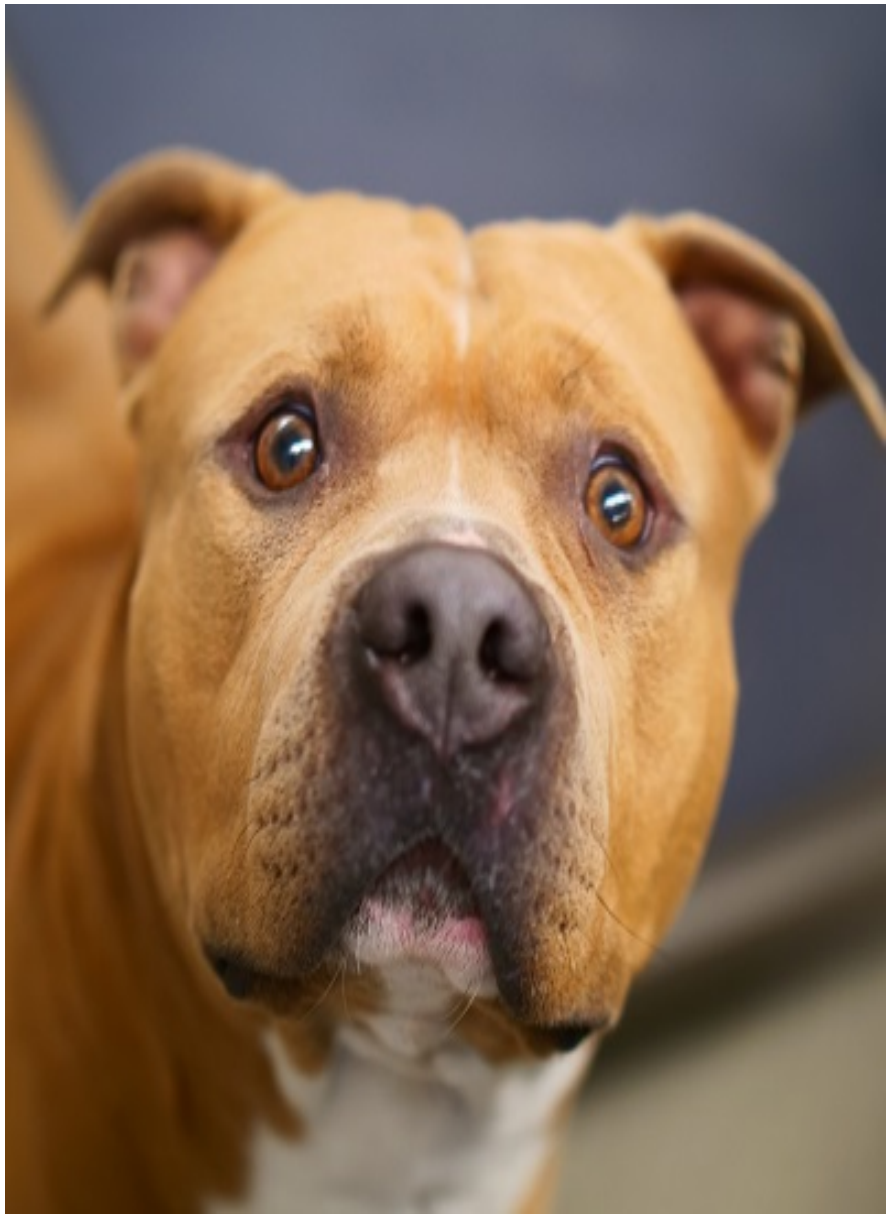
Female Spayed

Age: 2 Years

Weight: 8 lbs

Animal Foundation Pet Adoptions

WARD 2



Macho

ID # A1159657

Arrived: 2/20/2021

Male Neutered

Age: 4 Years

Weight: 64 lbs

Animal Foundation Pet Adoptions

WARD 2

Cheeto

ID # A1155959

Arrived: 2/11/2021

Male Neutered

Age 1 Year

Weight: 10 lbs

Animal Foundation Pet Adoptions

WARD 2

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com

WARD 2

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov

PLEASE FOLLOW US ON SOCIAL MEDIA AT:

@VictoriaDSeaman

@VictoriaSeaman

Serving Our Seniors in W1

Thank you to Las Vegas Fire & Rescue and local EMT providers in helping distribute the COVID-19 vaccine to seniors residing at Stella Fleming and James Down Towers in Ward 1!

Ward 1

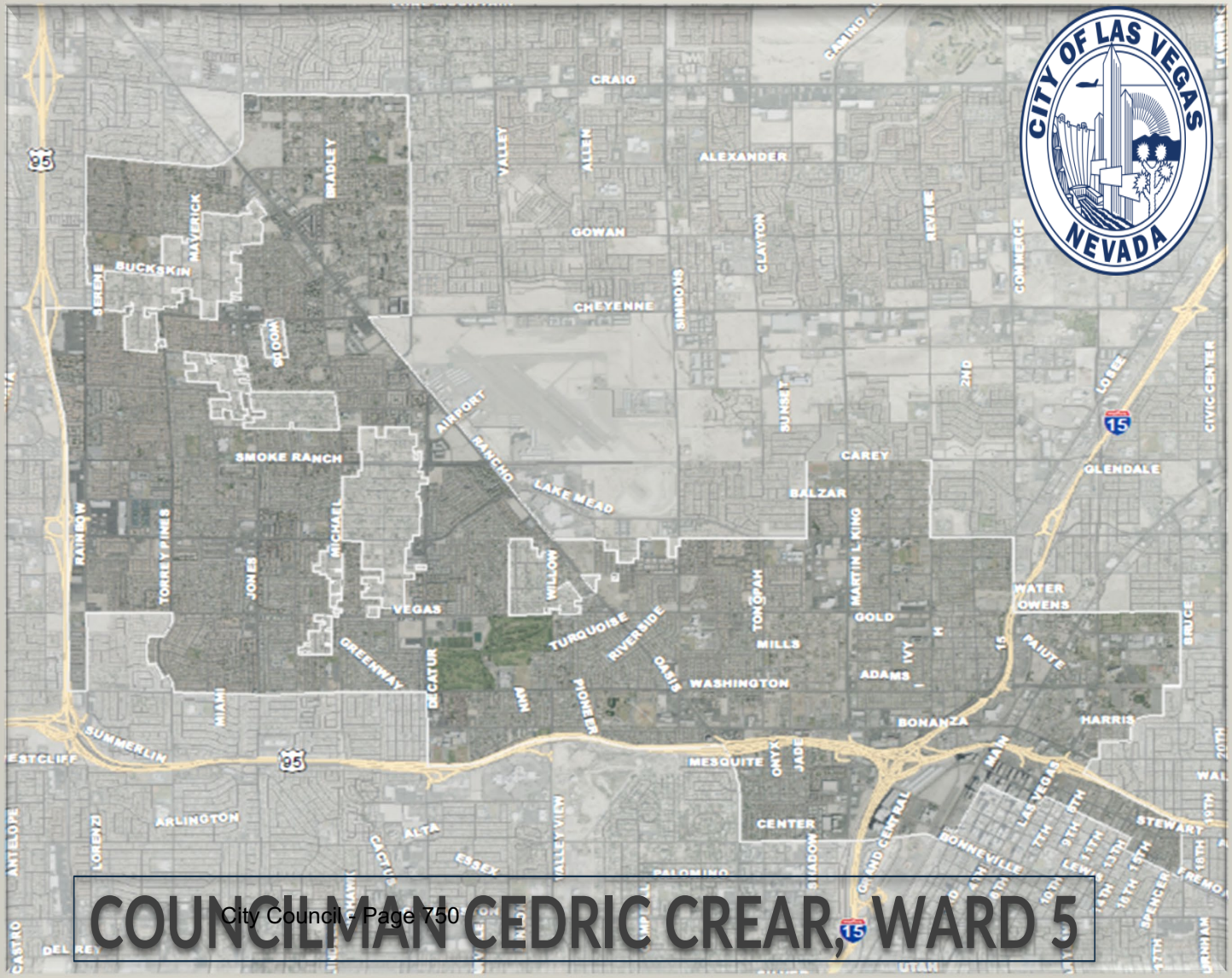
Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

bknudsen@lasvegasnevada.gov

Call: 702-493-1547

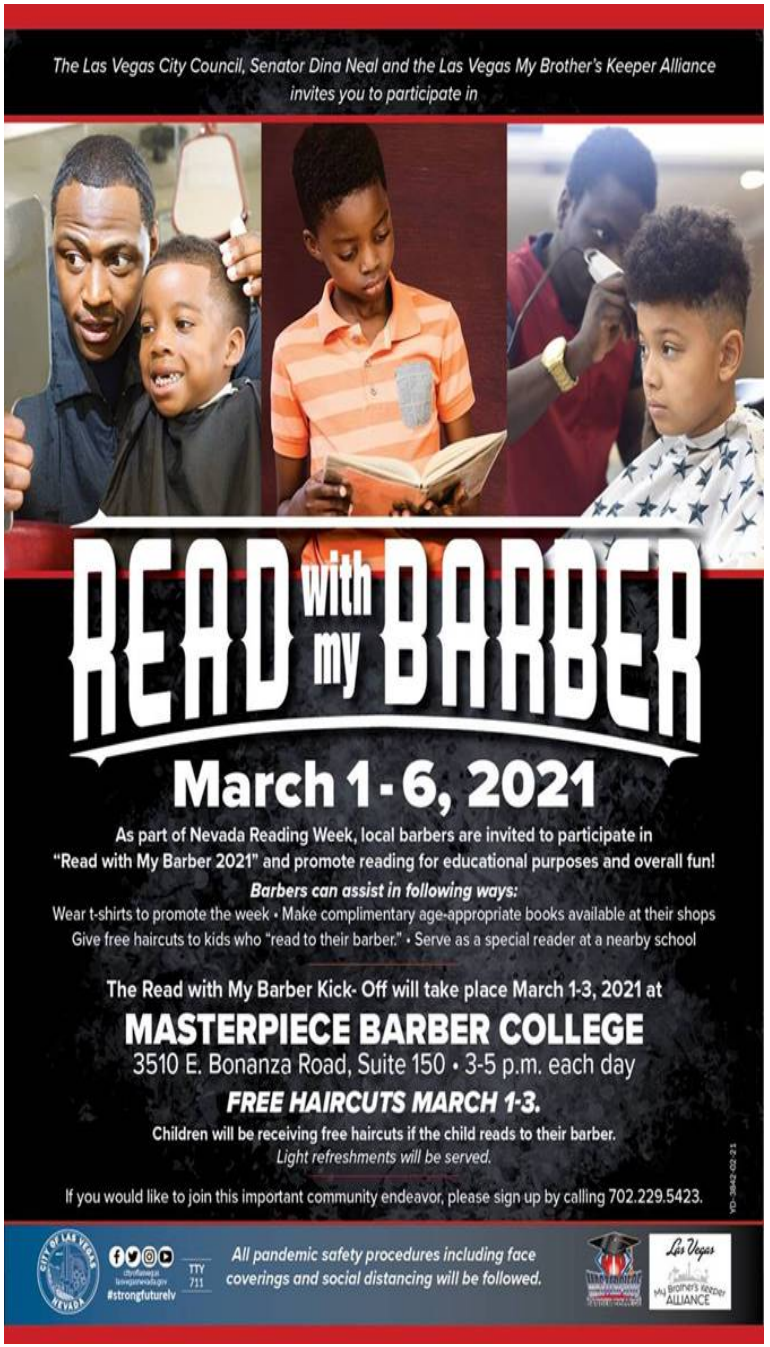
Twitter: @BrianforLV | Facebook: facebook.com/BrianforLV



COUNCILMAN CEDRIC CREAR, WARD 5

Read with my Barber

March 1-3 pm
3 pm to 5 pm daily



Ward 5 Final Announcements

Little Libraries Ribbon Cutting

Historic Westside School

March 3 | 11:30 am

Ward 5 Final Announcements

THE LAS VEGAS CITY COUNCIL and
WARD 5
COUNCILMAN | CEDRIC CREAR

Volunteers in Parks

in partnership with

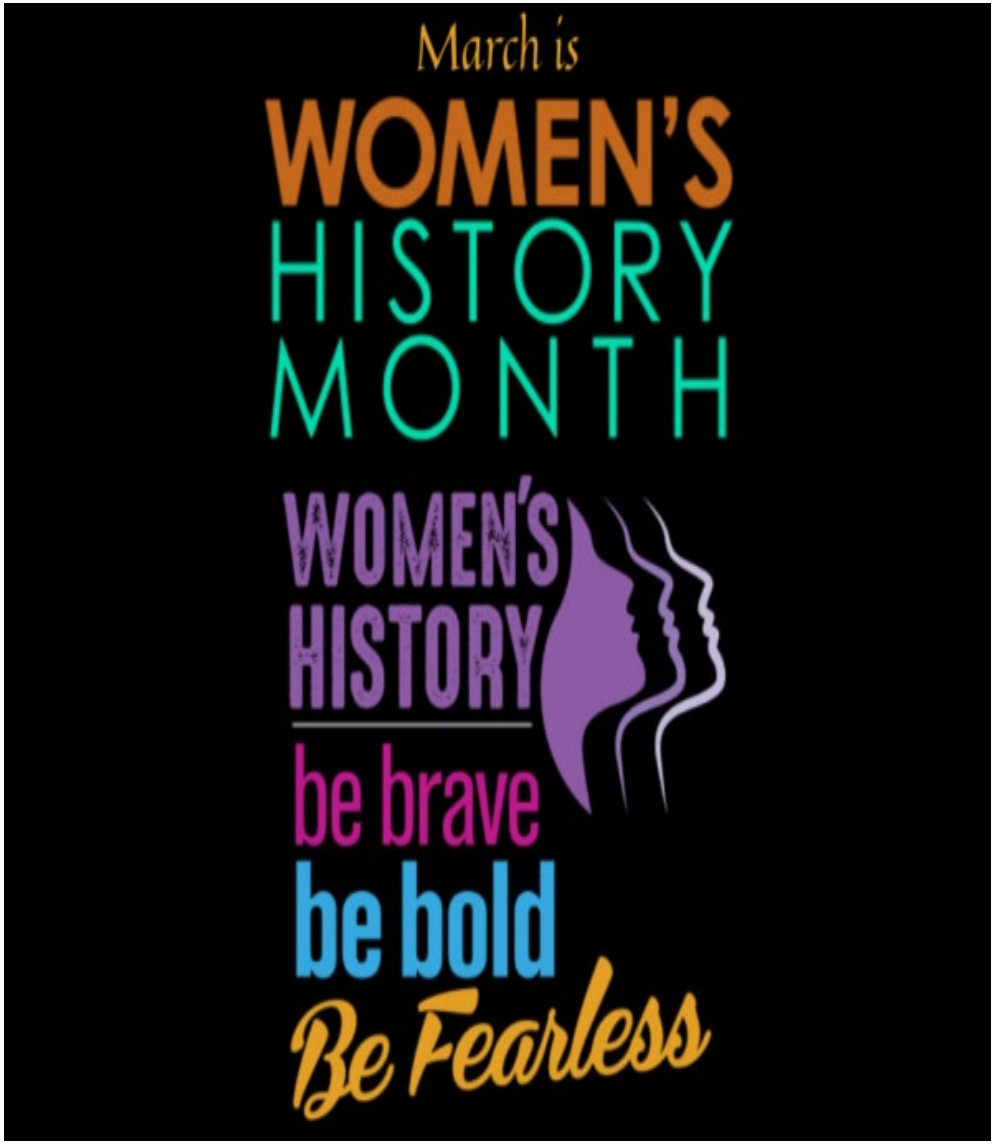
Get Outdoors Nevada

Lorenzi Park Cleanup
Sat. | Mar. 13
9 am – 10 am

Ward 5 Final Announcements

March, 2021

Celebrating Women's History Month



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tjackson@lasvegasnevada.gov

Office: 702.229-5443

STAY CONNECTED

With Councilman Cedric Crear

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Instagram: Councilman Crear
Facebook: Councilman Cedric Crear