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 17, 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 - Reverend Carol Simpson, Shekinah Glory Ministries
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 17, 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.

ADMINISTRATIVE - CONSENT

8. For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) in the amount of $437,900 to support the City of Las Vegas Emergency Management Program - All Wards

CITY ATTORNEY - CONSENT

9. For possible action to approve a business impact statement regarding a proposed ordinance to amend LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of “apartment house” to include structures with four dwelling units. (This item is related to Bill No. 2021-13, which is located later on this agenda under New Bills) - All Wards
10. For possible action to approve settlement of David Silvaggio v. Jorge Luis Gamboa, City of Las Vegas, Case No. A-19-800145-C in the Eighth Judicial District Court ($92,500 - Tort Liability Fund) - All Wards

COMMUNITY SERVICES - CONSENT

11. For possible action to approve a sub-grant agreement between the City of Las Vegas and Clark County, which will allocate $19,406,330.44 in Emergency Rental Assistance Program funds from the Consolidated Appropriations Act 2021 to Clark County to assist eligible families and individuals affected by COVID-19 with rental and utility payments - All Wards

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

12. For possible action to approve a Third Amendment to Parking Lease Agreement between the City of Las Vegas and 110 8th Street, LLC to extend the lease for one 3-year period expiring January 31, 2024 for the parking lot located at 108 North 8th Street (APN's 139-34-612-030 and -031) - Ward 3 (Diaz)

13. For possible action to approve an Exclusive Negotiation Agreement (ENA) with Axios Nevada LLC for the purpose of discussing a privately owned and operated High Capacity Transit System on Charleston Boulevard - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

14. For possible action to approve award of Contract No. 210180-HM, Blanket Designated Services Contract for Geotechnical Engineering Services - Department of Public Works - Award recommended to: GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. (Not-to-Exceed $100,000 - Various Funds) - All Wards

15. For possible action to approve award of Mutual Use Contract No. 210177-HM, Ferric Chloride, for the Water Pollution Control Facility located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: PENCCO, INC. (Not-to-Exceed $1,200,000 Annually/Total Contract Amount Not-to-Exceed $4,800,000 - Sanitation Enterprise Fund) - Clark County

16. For possible action to approve award of Contract No. 210181-HM, Blanket Designated Services Contract for Geotechnical Engineering Services - Department of Public Works - Award recommended to: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS (Not-to-Exceed $100,000 - Various Funds) - All Wards

17. For possible action to approve award of Contract No. 210178-JH, Prime Design Services Contract for Owens Avenue System - Vegas Storm Drain - Shadow Mountain Place to Jones Boulevard - Department of Public Works - Award recommended to: WSP USA, INC. ($770,000 - Road and Flood Capital Projects Fund) - Ward 5 (Crear) and Clark County

PLANNING - CONSENT

18. For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation for the production of the Las Vegas Days Rodeo to be held May 6-8, 2021 at the Core Arena and to approve the ratification of the award of $180,000 to The Plaza Hotel & Casino - Ward 5 (Crear)

PLANNING - BUSINESS LICENSING - CONSENT

19. For possible action to approve a Gaming Non-Restricted Limited License for L. M. RAIN, LLC dba MOLLY'S CASINO at 1966 North Rainbow Boulevard - Ward 5 (Crear)

20. For possible action to approve a Restaurant with Alcohol License for a Change of Ownership FROM: CLAIM JUMPER RESTAURANT (SUMMERLIN), LLC TO: RUN SUMMERLIN, LLLP dba HASH HOUSE A GO GO at 10810 West Charleston Boulevard - Ward 2 (Seaman)

21. For possible action to approve a Temporary Beer Wine Room License for TABLE 8 PRODUCTIONS, INC. dba MAJESTIC REPERTORY THEATRE at 1217 South Main Street - Ward 3 (Diaz)

22. For possible action to approve a Temporary Massage Establishment License for SKIN BRILLIANCE, LLC dba JASPER & JADE STUDIOS at 231 North Buffalo Drive, Suite A [Cresta Mortensen, Managing Member] - Ward 2 (Seaman)

23. For possible action to approve a Massage Establishment License for a Change of Ownership FROM: NEKO MASSAGE STUDIO, INC. TO: MARDUK INDUSTRIES, LLC dba NEKO MASSAGE STUDIO at 124 South 6th Street, Suite #170 [Cesar Castaneda, Managing Member] - Ward 3 (Diaz)

24. For possible action to approve a Two-Day Opening for a Non-Restricted Gaming License FIFTH STREET GAMING, LLC dba FIFTH STREET GAMING, LLC db at GOLD SPIKE HOTEL at 217 North Las Vegas Boulevard - Ward 5 (Crear)

PUBLIC WORKS - CONSENT

25. For possible action to approve an interlocal agreement between the City of Las Vegas and Clark County for the Charleston Boulevard Streetscape Improvements Project and the Shadow Lane Improvements Project, multiple APNs ($300,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

26. For possible action to approve staff to acquire various real property rights for the future Pinto Lane Streetscape Project between South Martin Luther King Boulevard and South Rancho Drive Project, multiple APNs ($350,000 - Regional Transportation Commission [RTC] and Fuel Revenue Index [FRI2] Funds) - Ward 1 (Knudsen)

27. For possible action to approve Interlocal Agreement No. 138967-A between the City of Las Vegas (CLV) and the Las Vegas Valley Water District (LVVWD) to replace and install water pipelines and appurtenances for the construction of water facilities in the CLV Pinto Lane Streetscape Improvements Phase I Project from Shadow Lane to South Martin Luther King Boulevard - Ward 1 (Knudsen)

28. For possible action to approve Interlocal Agreement No. 138968-A between the City of Las Vegas (CLV) and the Las Vegas Valley Water District (LVVWD) to replace and install water pipelines and appurtenances for the construction of water facilities in the CLV Pinto Lane Streetscape Improvements Phase II Project from Shadow Lane to Rancho Drive - Ward 1 (Knudsen)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

29. Report by Jorge Cervantes, City Manager, and discussion for possible action regarding a new two-year collective bargaining agreement between the Las Vegas Police Protective Association (LVPPA) and the City of Las Vegas ($379,339 - General Fund) - All Wards

RESOLUTIONS - DISCUSSION

30. R-15-2021 - Discussion for possible action regarding a second Resolution adopting a temporary trade-in/exchange program for certain alcoholic beverage licenses - All Wards

BOARDS AND COMMISSIONS - DISCUSSION

31. Discussion for possible action regarding the reappointment of Adroushan (Andy) Armenian to the Parks and Recreation Advisory Commission

32. Discussion for possible action regarding the reappointment of Sondra Cosgrove to the Historic Preservation Commission

33. Discussion for possible action regarding the appointment of nominee Almendra Johnson to a Ward 1 seat of the Parks and Recreation Advisory Commission

34. Discussion for possible action regarding the reappointment of Felipe Ortiz to the Las Vegas-Clark County Library District Board of Trustees

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

There is no public comment on these items and no action will be taken by the Council at this meeting, except those items which may be stricken or tabled. Public testimony takes place at the Recommending Committee Meeting held for that purpose.

35. 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

36. 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

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.

37. Bill No. 2021-11 - Amends the Symphony Park Design Standards to update and clarify the scope and processes relative to requests for minor deviations and waivers regarding the Design Standards. Proposed by: Tom Perrigo, Chief Operations and Development Officer

38. Bill No. 2021-12 - Amends LVMC 19.16.110(P) regarding the termination of special use permit approvals to clarify the circumstances under which a special use permit may be voided for failure to keep a related temporary business license in active status or convert it to a permanent business license. Proposed by: Tom Perrigo, Chief Operations and Development Officer

39. Bill No. 2021-13 - Amends LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of “apartment house” to include structures with four dwelling units. Sponsored by: Councilman Brian Knudsen

40. Bill No. 2021-14 - Amends LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties. Sponsored by: Councilman Stavros S. Anthony

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 - CONSENT

PM Session – All items listed on the Consent Agenda are considered to be routine and have been recommended “for approval”. 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.

41. 20-0363 - APPLICANT/OWNER: NEVADA LAND DEALS, LLC - For possible action on the following Land Use Entitlement project requests on 1.27 acres at 2601 Westwood Drive (APN 162-09-102-005), M (Industrial) Zone, Ward 1 (Knudsen). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

    41a. 20-0363-EOT1 - Second Extension of Time of an approved Special Use Permit (SUP-67897) FOR A 3,151 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE WITH 4,063 SQUARE FEET OF OUTDOOR SEATING AREA

    41b. 20-0363-EOT2 - Second Extension of Time of an approved Site Development Plan Review (SDR-67901) FOR A PROPOSED 3,151 SQUARE-FOOT EXPANSION AND RENOVATION OF AN EXISTING HOTEL BUILDING

42. 21-0025-EOT1 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: 1916 HIGHLAND PROPERTIES, LTD - For possible action on a Land Use Entitlement project request for a first Extension of Time of a Special Use Permit (SUP-77155) FOR A PROPOSED 17,754 SQUARE-FOOT CANNABIS CULTIVATION FACILITY USE at 3020 and 3030 South Valley View Boulevard (APN 162-08-302-003), M (Industrial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PLANNING - DISCUSSION

43. 78755 - PUBLIC HEARING - APPLICANT/OWNER: DFA, LLC - For possible action on the following Land Use Entitlement project requests on 2.54 acres on the southwest corner of Bonanza Road and Martin L King Boulevard (APN 139-28-401-033), Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

    43a. 78755-GPA1 - FROM: C (COMMERCIAL) TO: LI/R (LIGHT INDUSTRY AND RESEARCH)

43b. 78755-ZON1 - FROM: C-2 (GENERAL COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL)

43c. 78755-SUP1 - FOR AN ALTERNATIVE PARKING STANDARD

43d. 78755-SDR1 - FOR A PROPOSED 17,056 SQUARE-FOOT HEAVY MACHINERY AND EQUIPMENT (RENTAL, SALES & SERVICE) FACILITY WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED

44. 20-0280 - PUBLIC HEARING - APPLICANT/OWNER: RAINBOW DREAMS, LLC, ET AL - For possible action on the following Land Use Entitlement project requests on 1.63 acres at the northeast corner of Lake Mead Boulevard and Concord Street (APNs Multiple), Ward 5 (Crear). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the Land Use Entitlement project.

44a. 20-0280-GPA1 - FROM: PF (PUBLIC FACILITIES) TO: M (MEDIUM DENSITY RESIDENTIAL)

44b. 20-0280-ZON1 - FROM: C-V (CIVIC) TO: R-TH (SINGLE FAMILY ATTACHED)

44c. 20-0280-VAR1 - TO ALLOW STUB STREET TERMINATIONS WHERE A CUL-DE-SAC IS REQUIRED, AND PRIVATE STREETS WITHOUT A GATE THAT DO NOT MEET PUBLIC STREET STANDARDS

44d. 20-0280-TMP1 - LAKE MEAD COMMONS - FOR A PROPOSED 25-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

45. 20-0306-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: MARK DELMEDICO - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR A PROPOSED 207 SQUARE-FOOT ADDITION TO AN EXISTING SINGLE-FAMILY DWELLING on 0.06 acres at 10361 Adrianna Avenue (APN 137-12-513-041), PD (Planned Development) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

46. 20-0366 - PUBLIC HEARING - APPLICANT: GOLDEN ENTERTAINMENT, INC. - OWNER: STRATOSPHERE LAND, LLC - For possible action on the following Land Use Entitlement project requests on 3.78 acres on the east side of Las Vegas Boulevard, approximately 330 feet south of St. Louis Avenue (APNs 162-03-410-001 through -004), C-2 (General Commercial) Zone, Ward 3 (Diaz). The Planning Commission (5-2 vote) recommends DENIAL on the Land Use Entitlement project. Staff recommends APPROVAL on the Land Use Entitlement project.

46a. 20-0366-SUP1 - FOR A PROPOSED OPEN AIR VENDING/TRANSIENT SALES LOT USE

46b. 20-0366-SDR1 - FOR A PROPOSED COMMERCIAL RECREATION/AMUSEMENT (OUTDOOR) DEVELOPMENT

47. 20-0378-MOD1 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC - For possible action on a Land Use Entitlement project request for a Major Modification of the approved Summerlin Development Standards TO MODIFY THE GENERAL RESIDENTIAL SETBACK STANDARDS (APNs Multiple), P-C (Planned Community) Zone, Ward 2 (Seaman) and Ward 4 (Anthony). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

REPORTS AND PRESENTATIONS

48. Report by School Associate Superintendents on the current educational operations in schools within the Clark County School District (CCSD) in the City of Las Vegas - All Wards

SET DATE

49. 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

50. 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.

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

COUNCIL MEMBER RECOGNITION

52. 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 17, 2021

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 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 17, 2021

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Reverend Carol Simpson, Shekinah Glory Ministries

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 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 17, 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 17, 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 17, 2021 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
8

DEPARTMENT: City Manager **CONSENT**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt and appropriation of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) in the amount of $437,900 to support the City of Las Vegas Emergency Management Program - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $437,900 in reimbursement funds to the City of Las Vegas in support of the Emergency Management Program. This funding enables the City of Las Vegas to recover Office of Emergency Management personnel, equipment, operating supplies, training and travel expenses.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Federal Fiscal Year 2020 EMPG Award Letter ($437,900) - Performance period October 1, 2019 through September 30, 2021



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City of Las Vegas
City of Las Vegas
USD$ 437,900.00

Sub Grant Award

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: City of Las Vegas

Program Name: Federal Fiscal Year 2020 Emergency Management Performance Grant

Federal Grant Award Number: EMF-2020-EP-00005

UEI (formally known as DEM DUNS): 607025848

Subrecipient Duns: 030381610

Subrecipient Grant Funds: USD$ 437900.00

Subrecipient Total Match: 437,900.000

Assistance Listing Number (ALT) (formally CFDA) Project #97.042 (DEM Internal # 97042.20)

Subrecipient Award Period: October 1, 2019 - September 30, 2021.

Subrecipient Award Period for Salary: October 1, 2019 - September 30, 2020

Federal Award Period to DEM: October 1, 2019 - September 30, 2022

Federal Award Amount to DEM: $4,639,757.00

This award in the amount of USD$ 437900.00 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Department of Public Safety, and the Nevada Division of Emergency Management. This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s) .

Compliance with all resource documentation provided in the Zoom grants system.

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line Item Detail Budget, Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the Subrecipient, City of Las Vegas , I hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);

- Notice of Funding Opportunity (NOFO) / FEMA Preparedness Manual;

- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Department of Public Safety, Division of Emergency Management Grant Assurances;
- Nevada Department of Public Safety, Division of Emergency Management, Grant Management Guide.

In addition to the above-listed requirements, the Subrecipient hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances Subrecipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. City of Las Vegas must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. City of Las Vegas must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and
permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. City of Las Vegas must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS
City of Las Vegas must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad
City of Las Vegas must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article V - Age Discrimination Act of 1975
City of Las Vegas must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990
City of Las Vegas must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)
City of Las Vegas who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI
City of Las Vegas must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7. Article IX - Civil Rights Act of 1968 City of Las Vegas must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits City of Las Vegasfrom discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability

discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article IX - Civil Rights Act of 1968
City of Las Vegas must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright
City of Las Vegas must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension
City of Las Vegas is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations
City of Las Vegas must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101- 8106).

Article XIII - Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude City of Las Vegasfrom shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
City of Las Vegas must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV - Energy Policy and Conservation Act
City of Las Vegas must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVI - False Claims Act and Program Fraud Civil Remedies
City of Las Vegas must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVII - Federal Leadership on Reducing Text Messaging while Driving
City of Las Vegas is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974

City of Las Vegas must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, City of Las Vegas must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
City of Las Vegas must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXI - Lobbying Prohibitions
City of Las Vegas must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXII - National Environmental Policy Act
City of Las Vegas must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXIV - Non-Supplanting Requirement
Subgrantees receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV - Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All City of Las Vegas must comply with any such requirements set forth in the program NOFO.

Article XXVI - Patents and Intellectual Property Rights
Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. City of Las Vegas are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVII - Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXVIII - Rehabilitation Act of 1973
City of Las Vegas must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXIX - SAFECOM
Subgrantees receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXX - Terrorist Financing
City of Las Vegas must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXI - Trafficking Victims Protection Act of 2000
City of Las Vegas must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXII - Universal Identifier and System for Award Management
City of Las Vegas is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIII - USA Patriot Act of 2001
City of Las Vegas must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXIV - Use of DHS Seal, Logo, and Flags
City of Las Vegas must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXV - Whistleblower Protection Act
City of Las Vegas must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVI - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMAs Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires subrecipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMAs EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground-disturbing activities occur during construction, subrecipient will monitor ground disturbance, and if any potential archeological resources are discovered, subrecipient will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

State Articles

Article I - Written Authorization
City of Las Vegas shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

a. To designate the authorized representative with the authority to bind the governing body;
b. To provide all matching funds required for the Project;
c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the Subrecipient; and
d. Grant funds shall not be used to supplant expenditures controlled by the Subrecipient or its governing body.

Article II – Disposition of Equipment
Acquired Under the Federal Award When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Access to records
City of Las Vegas will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance
The period of performance for each grant award will be determined by the Division of Emergency Management ("DEM") based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions
Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest
City of Las Vegas will 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.

Article VII - Construction Projects
For construction projects, the Subrecipient will:

a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
b. Comply with the requirements of the awarding agency with regard to the drafting, review, and approval of construction plans and specifications; and
c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation
City of Las Vegas will comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the worker's compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act
City of Las Vegas acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities that are under Federal control is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

Article X - Reporting Subawards and Executive Compensation
City of Las Vegas understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward. The Subrecipient will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI – Subrecipient Monitoring
The Subrecipient agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of corrective action plans to the DEM.

Article XII – Assignment and Delegation
The City of Las Vegas shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

Article XIII – Indemnification and Defense
To the fullest extent permitted by law, the Subrecipient shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Subrecipient under this Agreement, or any alleged negligent or willful acts or omissions of the Subrecipient, its officers, employees, and agents. The Subrecipient's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. The Subrecipient waives any rights of subrogation against the State. The Subrecipient's duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIV – Termination
The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the Subrecipient has failed to comply with the conditions of these assurances.

a. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the Subrecipient to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits, and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. The Subrecipient shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative I, hereby certifies that City of Las Vegas will comply with the above grant award, assurances, and certifications.

Signatures

Name & Title of Authorized Official

City of Las Vegas

~~*Not signed yet.*~~

Nevada Department of Public Safety, Division of Emergency Management & Homeland Security

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IN WITNESS WHEREOF, the City of Las Vegas has caused this Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) in the amount of $437,900 to be executed by their duly authorized representative in counterpart.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

Council Action: _____, 2021 – Item #____

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

2/25/2021

Deputy City Attorney Date

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
9

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

SUBJECT:
For possible action to approve a business impact statement regarding a proposed ordinance to amend LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of “apartment house” to include structures with four dwelling units. (This item is related to Bill No. 2021-13, which is located later on this agenda under New Bills) - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This item is for Council approval of a business impact statement regarding a proposed ordinance to amend LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of “apartment house” to include structures with four dwelling units.

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

BACKUP DOCUMENTATION:
1. Business Impact Statement
2. Impact Solicitation Responses

BUSINESS IMPACT STATEMENT
BILL NO. 2021-13
(Amends LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of "apartment house" to include structures with four dwelling units)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2021-13, that will amend LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amend various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of "apartment house" to include structures with four dwelling units.

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

Notification of the proposed ordinance was provided by email or US mail to approximately 527 businesses identified as possibly being interested in or affected by the proposal, and to 15 other organizations representing chambers of commerce and other community partners. The draft language of the proposed ordinance was made available on the City's website and at the office of the City's Business Licensing Division. Recipients of the notification were invited to respond in writing and to submit comments, data or arguments regarding whether the proposed ordinance would impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business.

Five written responses were received, four of them by the response deadline given and one afterwards. All responses were made on behalf of business interests. One response was sent on behalf of two particular properties within the City. The remaining responses were from apartment owners or managers representing multiple locations. Among the items specifically mentioned that were said to impose an economic burden upon a business were the requirements for certain properties to be subject to additional inspections and fees and to have a property manager living onsite. A number of other concerns about the ordinance were addressed as being unnecessary or unreasonable.

The preceding paragraph describes the summary of the responses received. The inclusion of that paragraph in this statement and the attachment of the responses received are the means by which the summary is made available to interested persons.

After the solicitation closed, supplementary notice was sent to 3 businesses whose email addresses did not appear to valid or functional. No responses were received from that supplementary notice. Additional correspondence has been provided to the City Council outside the impact solicitation process. That correspondence is not summarized as part of this statement, but will be given consideration during the ordinance process.

2. The estimated economic effect of the rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:
Adverse effects:

The proposal will impose a number of additional requirements and burdens on certain property owners and property managers, including the possibility or requirement of additional inspections and fees, and in some cases that a property manager live onsite.

Beneficial effects:

The proposal is intended to increase the likelihood that apartment residents will have safe housing and decrease the likelihood of events that threaten life and property.

Direct effects:

See adverse and beneficial effects above.

Indirect effects:

None identified.

3. The following constitutes a description of the methods the local government considered to reduce the impact of the rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

No changes were made in response to the comments that were submitted by the submission deadline. In response to comments submitted afterwards, minor changes were to the provisions regarding landlord training and notice of inspections.

4. The estimate of the annual cost to the local government for enforcement of the rule is:

Approximately $162,000 for costs of inspection.

5. If the rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

No new fees except in relation to the addition of four-plex units into the licensing and regulatory scheme. The estimate for annual license fees for the four-plex units is approximately $93,525.

6. If the rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Help offset cost of enforcement and administration.

7. If the rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

The provisions that duplicate or are more stringent than other applicable standards are intended to assist in making sure that housing locations within the City are safe for habitation, and also to reduce the threat of harm to residents and emergency responders.

8. The reasons for the conclusions regarding the impact of the rule on businesses:

It is believed that the proposal is a reasonable approach to balancing the interests of property owners/manages on the one hand, and the interests of residents and emergency responders on the other hand.

CERTIFICATION

I certify that, to the best of my knowledge or belief, the information contained in this business impact statement was prepared properly and is accurate.

By: City Manager

Date: 2/23, 2021

ADVANCED MANAGEMENT GROUP

Advanced Thinking. Advanced Solutions. Advanced Results.

November 3, 2020

City of Las Vegas
Department of Planning
333 N Rancho Dr, 6th Floor
Las Vegas, NV 89106

To Whom It May Concern:

Thank you for allowing landlords and management to provide feedback on the proposed ordinances in relation to multi-family dwellings. As our company manages over 2300 rental units within the City of Las Vegas, we, as do the property owners we represent, take the safety and well-being of our residents seriously. This proposed ordinance will negatively impactful the clients we represent. Therefore, our team has taken the opportunity provided to put together feedback on key points in the ordinances. Below you will find our input that is inclusive of both support as well as our opposition on some key matters:

- **Complexes of 12+ units that are non-transient will require Property Manager to live onsite**: *This is unreasonable as many owners, especially those with smaller assets, depend on revenue from all units. Additionally, the onsite living "requirement" of managers changed over 30 years ago providing landlords the opportunity to have a larger pool of qualified applicants to consider for their sites to be most effectively operated. It is our recommendation that the management contact information is updated each year with licensing renewals as the property staff is required to be on call and available in the event of an emergency at the locations in which security contracts are not in place. Those sites with 3rd party security contracts would then make available the service provider information for emergency response.*
- **Management Training to be completed every 2 years:** *While we provide routine training for our property management staff throughout the year in the areas of customer service, safety, fair housing, collections, etc., we support this we are understanding this will include the Crime free training updates which should be refreshed routinely.*
- **Active Work Cards for resident hotel/motels** – *We support this requirement*
- **Inspections conducted at least 1 per year.** *We believe this will become burdensome and is unreasonable and the city inspectors' energy should be focused on sites that are non-compliant with regulations. All properties have annual inspections conducted by 3rd party vendors that verify operational fire extinguishers, hydrants, etc. Of the 2300 units we manage within the city limits, in addition to the aforementioned extinguisher/hydrant inspections, over 1300 units have fire alarm systems that are managed and inspected as required quarterly/annually by a 3rd party service provider. Most of these sites were set up with this fire system when it was mandated by the city and our owners cooperated and ensured install, though this requirement was later lifted after much pushback from property owners. In addition to the vendor inspections completed, our staff is required to complete an annual Preventative Maintenance inspection verifying all equipment in the apartments is operating properly to include verifying age of smoke detectors and changing them out at the required 10-year mark.*
- **Annual Cost per location- $75 for 5-10 Units. Then $5 per unit after the first 10:** *Based on the aforementioned 3rd party services already in place, this is an unnecessary expense.*

Advanced Management Group Nevada LLC
4496 South Pecos Road
Las Vegas, Nevada • 89121
Office 702.699.9261 • Fax 702.732.0204
www.amgnevada.com

- **Cannot rent a vacant unit at sites built before 1981 converted from transient lodging to conventional rentals unless it has passed the annual inspection:** *Each of our properties is set up with a formal turn process for move ins that includes evaluating the unit for needed repairs, full cleaning and cleaning/or replacement of flooring. Management personnel is required to walk each vacant unit to ensure proper completion of work before it is marked ready for move in. Within the downtown sector of our portfolio, 1250 units have been in the past few years or are undergoing currently a renovation/refresh. The smaller properties within the downtown footprint cannot afford to have their units down while waiting for the annual inspection to be scheduled. Since the language is not clear on how these will be scheduled, it is not reasonable to expect a business owner to wait to rent units and lose revenues as a result.*
- **Page 2- line 17-25:** *This is not wholly clear as the language is vague and ambiguous*

It is unfortunate that the mis-management of the Alpine Motel, that all landlords within the City are being negatively impacted for the lack of action and blatant disregard of resident safety taken by that property owner. As an industry, apartment building owners in Las Vegas care about their residents and the community as a whole. Unfortunately, in 2020 property owners and their respective management companies have been negatively impacted by COVID 19 and the state's mandated eviction moratorium, which many non-affected residents have and continue to take advantage of. As a point of reference, the locations we manage within the City Limits have been impacted with delinquent rents carried at just under $1,000,000 and growing until necessary evictions can actually occur. It is with this financial impact to landlords, that is realistically uncollectable, that the proposed ordinance changes are unreasonable for property owners that do take reasonable care of their investments.

As noted previously, we care about the communities we manage and the well-being of our residents. We consistently remain current on the certifications and inspections required to maintain the properties' licensing. We have historically worked closely with our vendors, city representatives, law enforcement, etc., going above and beyond to ensure our sites are compliant and providing a positive living environment for the residents we are tasked to service. We remain confident with our senior team's leadership having over 180 combined years of professional management experience that we are providing exactly that for our resident base.

Should you have any questions in relation to our feedback, please feel free to contact me at 702-699-9261.

Respectfully,

Julia M. furrule

Digitally signed by Julia M. furrule
Date: 2020.11.04 15:16:06 -08'00'

Julia Furrule
Vice President of Operations
Advanced Management Group

Cc: File

Advanced Management Group Nevada LLC
4496 South Pecos Road
Las Vegas, Nevada • 89121
Office 702.699.9261 • Fax 702.732.0204
www.amgnevada.com

Rachel Stephensen

From: Donna Stauch <donna@rtbigelow.com>
Sent: Tuesday, November 10, 2020 4:37 PM
To: AmendTitle6
Subject: Title 16 Amendment
Attachments: southcoveaptstitle16.pdf; budgetsuites704title16.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.**

Dear Ms. Stephensen,

Enclosed you will find the response to the proposed Title 16 amendment from Budget Suites of America – on Rancho and South Cove Apartments. We have also hand carried duplicate letters to the address found in the October 14th notification.

Thank you,

Donna

Donna Stauch
Budget Suites of America
Bigelow Aerospace
1899 W. Brooks Ave.,
Las Vegas, NV 89132

donna@rtbigelow.com
702-639-4440 Work
702-688-6776 Fax

BUDGET SUITES of America®

November 9, 2020

City of Las Vegas
Department of Planning
333 N Rancho Dr. 6th Floor
Las Vegas, NV 89106

Re: Proposed City Ordinance Amendment to LVMC Title 16

We strongly oppose the Proposed City Ordinance Amendment to LVMC Title 16 that will establish an inspection program for certain non-transient lodging properties. Pursuant to NRS Chapter 237, we submit the following reasons and arguments of opposition to this addition language as follows:

1. COVID-19 times have been very difficult on Apartments and extended stay properties. Since the eviction moratorium, tenants have been allowed to live on property for free. We have permanently lost rent. In Las Vegas alone as of October 20, 2020 we have lost rent totaling over $1,042,762. This does not include the amount of expected damages suffered as a result of tenants who ravaged our apartments because they could not be evicted. Just to repair and replace the damage in the Las Vegas apartments will be another estimated $356,656 (not including labor) for a grand total loss of $1,399,418. The two properties (South Cove Apartments and Budget Suites of America-Rancho) affected by this proposal have lost rent totaling $426,676 and an estimated damage cost is $146,430 (not including labor) for a grand total loss of $573,106. Most of these tenants will eventually leave. However, landlords will be left with no rent, destroyed apartments, heavy replacement costs for furniture and the labor costs to repair the damage done to the apartments.

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2. COVID-19 has also changed the way we conduct business. Landlords follow more rigorous CDC cleaning guidelines, buy more cleaning products, and supply PPE. These purchases and demands have placed significantly higher cost burdens on our payroll and profitability.

3. Imposing more taxes, fees, and requirements upon the property will directly cause an economic burden upon the business and the tenants for which we provide housing.

4. Annual inspections are completed by the health department as well as the fire department.

5. Quarterly inspections are done by our fire prevention subcontractor ensuring that all installed fire systems are working properly.

6. The elevator is inspected annually by the state and quarterly by our professional elevator subcontractor.

7. A backflow prevention assembly inspection is completed annually by a certified technician.

8. This proposal calls for a Manager to live on property 24/7, which places another financial burden on the company. We already provide 24 hour courtesy patrol officers at each location. We also have a 24 hour hotline for our tenants to call at any time for service or other emergency issues.

9. We have 1009 apartments with most of them occupied by more than one person in the apartment. Our tenants live with us on average more than 18 months. We pride ourselves on our ability to provide clean, safe and well maintained housing and:

   a) We provide 24hr Courtesy Patrol officers.
   b) We provide background checks to ensure no felons are living on site.

BUDGET SUITES of America®

c) We participate in the IDL program providing a driver's license to the police department for every tenant who checks in.
d) We attend the Metro multi-unit housing training program.
e) We have a 24 hour hotline for tenants to call for service or any other needs.
f) We hire professional tradesmen (Electricians, Plumbers, Carpenters, Flooring Specialists, Painters, HVAC techs, Welders and Roofers) ensuring that all repairs are done correctly.
g) We have a monthly preventive maintenance program inspecting all apartments for safety, pest control, HVAC, and any repairs that may need to be completed in an apartment.
h) Not only do Managers check every apartment before it is rented, we also have an independent quality control department that inspects every apartment prior to it being rented.
i) Our quality control department also inspects every property weekly for any safety issues.
j) Our Housekeeping staff thoroughly cleans every apartment prior to it being rented.
k) Our Managers go through a rigorous 12 week training program that includes OSHA training, Preventative Maintenance, Bigelow Inspection Standards for all Apartments and Property, training for Fire & Health department standards, Courtesy Patrol Officer (Security) training for maintaining a safe environment & all business related training including business license and code enforcement training to ensure public safety is always priority.

In summary, what happened at the Alpine Motel was a horrible failure of the Owners, its staff and the city. The Mayor spoke about the Alpine fire a couple of weeks after the tragedy stating that "Code enforcement has been out there and made many, many citations…It was the irresponsibility of the property owner".[1] The Owner clearly had a flagrant disregard for the tenant's safety. It was obvious with a dead bolted door, inoperable automated fire doors, a broken fire alarm panel, heating elements that were not working, large items blocking hallways and fire exits, many reports over many,

[1] Fox5vegas.com, Kyla Galer, *A complete look at the deadly Alpine fire in downtown Las Vegas.* posted Feb. 10, 2020 https://www.fox5vegas.com/news/a-complete-look-at-the-deadly-alpine-fire-in-downtown-las-vegas/article_0b1c6552-4c84-11ea-b78b-0bc36e8f7ec0.html

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many years showing multiple code compliance violations, and a city that failed to perform regular annual fire inspections with a total of 16 fire code violations at the time of the fire. "A Review-Journal investigation showed the property was the subject of repeated code enforcement inspections and failed fire inspections between 2013 and 2017, yet had not been inspected by the fire officials in 32 months leading up to the fire".[2]

We on the other hand care about our property, its tenants and our employees. We have stayed current on any certifications or inspections that are necessary to maintain our license. We go above and beyond any basic requirements. We are confident with our leadership having over 50 years of professional management experience in Las Vegas that we already provide the quality work necessary to meet your concerns in addition to the many inspections currently enforced upon us now! We strongly believe that through the systems that we have created and through our determination to give our tenants a great product that we will ensure a safe, clean and well maintained property.

Sincerely,

South Cove Apartments, Management
1525 E. Fremont
Las Vegas, NV 89101

dms
Enclosures (2)

cc. The Honorable Mayor Carolyn Goodman
Mayor City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

[2] Review Journal.com, David Ferrara, Owner of Alpine Motel faces manslaughter charges in fatal fire. Posted July 30, 2020, https://www.reviewjournal.com/crime/owner-of-alpine-motel-faces-manslaughter-charges-in-fatal-fire-2084545/

BUDGET SUITES of America®

November 9, 2020

City of Las Vegas
Department of Planning
333 N Rancho Dr. 6th Floor
Las Vegas, NV 89106

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BUDGET SUITES of America®

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Sincerely,

Budget Suites of America, Management
2219 Rancho Dr.,
Las Vegas, NV 89129

dms
Enclosures (2)

cc. The Honorable Mayor Carolyn Goodman
Mayor City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

[2] Review Journal.com, David Ferrara, Owner of Alpine Motel faces manslaughter charges in fatal fire. Posted July 30, 2020, https://www.reviewjournal.com/crime/owner-of-alpine-motel-faces-manslaughter-charges-in-fatal-fire-2084545/

Rachel Stephensen

From: Las Vegas Apartments <lasvegasapartmentsllc@gmail.com>
Sent: Wednesday, October 14, 2020 9:29 AM
To: AmendTitle6
Subject: Re: CLV Proposed Ordinance Amendment: Multi-Family Risk Reduction Program

Categories: Red Category

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.**

Hi
Many many apartment owners and/or small motel owners are hanging on by a thread by not being able to collect rent for the past year because of the governors orders. Now the government wants to increase burdensome inspections on top of that? Do not rock the boat with real estate.

On Wed, Oct 14, 2020 at 9:07 AM AmendTitle6 <AmendTitle6@lasvegasnevada.gov> wrote:

Good morning,

This email is to inform you of a proposed ordinance amendment to be presented to the City Council of Las Vegas.

This would amend LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and would amend various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of "apartment house" to include structures with four dwelling units.

A copy of the proposed amendment may be viewed at https://files.lasvegasnevada.gov/business-licensing/BL-Proposed-Amendments.pdf (please scroll to the second page).

Pursuant to NRS Chapter 237, trade associations, owners and officers of businesses which are likely to be affected by this proposed ordinance amendment, as well as other interested persons, may submit comments, data or arguments to the City concerning whether any of the provisions of the proposed ordinance will:

- Impose a direct and significant economic burden upon a business; or
- Directly restrict the formation, operation, or expansion of a business.

Comments, data or arguments may be submitted by replying to this email, or as described below. In order for feedback to be guaranteed consideration, it **must be received no later than 5:00 p.m. on Thursday, November 12, 2020**.

Online surveys:

https://tinyurl.com/20-0215-TXT1

By mail or hand delivery:

City of Las Vegas

Department of Planning

333 N Rancho Dr, 6th Floor

Las Vegas, NV 89106

Thank you,

Rachel Stephensen, CPA

Senior Management Analyst

Business Licensing Division | Department of Planning

Phone -702.229.1203

333 N Rancho Dr, 6th Floor | Las Vegas, NV 89106

lasvegasnevada.gov

Fr. JDSO properties.
2933 SANTOS Lane # 1922
Walnut creek, CA. 94597

RECEIVED
NOV 16 2020
Dept of Planning
City of Las Vegas

Re: proposed Ordinance amendment!

To whom it may concern:

We disagree, We Reject - disapprove this proposed Ordinance amendment "it will impose a direct and significant economic "burden" upon a business, etc... It will be BAD Dont DO NOT DO it.

It will be injustice & cruel!

Thank you.

Sincerely:

D. & E. Ojascastro

Re: JDSO properties

Rachel Stephensen

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333 N Rancho Dr, 6th Floor

Las Vegas, NV 89106

Thank you,

Rachel Stephensen, CPA

Senior Management Analyst

Business Licensing Division | Department of Planning

Phone -702.229.1203

333 N Rancho Dr, 6th Floor | Las Vegas, NV 89106

lasvegasnevada.gov

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
10

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

SUBJECT:
For possible action to approve settlement of David Silvaggio v. Jorge Luis Gamboa, City of Las Vegas, Case No. A-19-800145-C in the Eighth Judicial District Court ($92,500 - Tort Liability Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $92,500
Funding Source: Tort Liability Fund
Dept./Division: Operations & Maintenance

PURPOSE/BACKGROUND:
On August 28, 2019, city employee Jorge Gamboa and the City of Las Vegas were served with a copy of a Summons and Complaint in David Silvaggio v. Jorge Luis Gamboa, City of Las Vegas. Claimant's allegations concerned property damage and personal injuries arising from an auto accident involving an employee of the Department of Operations & Maintenance. After case discovery, expert review of extensive medical bills, and depositions of the parties, Claimant agreed to accept a total of $92,500 - pending City Council approval - as and for a complete settlement and a release of all of his claims.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
11

DEPARTMENT: Community Services **CONSENT**
DIRECTOR: Kathi Thomas

SUBJECT:
For possible action to approve a sub-grant agreement between the City of Las Vegas and Clark County, which will allocate $19,406,330.44 in Emergency Rental Assistance Program funds from the Consolidated Appropriations Act 2021 to Clark County to assist eligible families and individuals affected by COVID-19 with rental and utility payments - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $19,406,330.44
Funding Source: Emergency Rental Assistance Program Funds
Dept./Division: Community Services

PURPOSE/BACKGROUND:
In an effort to expedite emergency rental assistance to all Southern Nevada residents during the COVID-19 pandemic, and at the recommendation of the Treasury, local jurisdictions are partnering to provide Southern Nevada residents with one centralized application portal to apply for rental and utility assistance. The City of Las Vegas is recommending approval of an allocation to Clark County of up to $19,406,330.44 for direct services and administration of the Clark County Emergency Rental Assistance Program which will serve Las Vegas, Henderson, North Las Vegas and Clark County residents. $19,406,330.44

RECOMMENDATION:
Staff recommends that City Council approve the allocation and authorizes the Mayor to execute any and all related agreements and documents required following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
1. Agreement to Grant Sub-Award of Emergency Rental Assistance between Clark County, Nevada and City of Las Vegas

AGREEMENT TO GRANT SUB-AWARD OF EMERGENCY RENTAL ASSISTANCE BETWEEN CLARK COUNTY, NEVADA AND CITY OF LAS VEGAS

THIS SUB-AWARD AGREEMENT ("Agreement") is entered into as of the date last signed by the parties below, by and between the CITY OF LAS VEGAS a municipal corporation of the State of Nevada, hereinafter ("City") and the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter ("County").

WHEREAS, section 501 of Division N of the Consolidated Appropriations Act, 2021 established an Emergency Rental Assistance Program to provide assistance to state, local and tribal governments to cover expenditures incurred due to the public health emergency with respect to the COVID-19 pandemic (the "COVID-19 Pandemic");

WHEREAS, the City will receive approximately $19,802,378.00 from the Consolidated Appropriations Act, 2021 ("CAA") for the Emergency Rental Assistance;

WHEREAS, the County has an existing Emergency Rental Assistance Program ("Program") that was created in response to distribute funds received under the Coronavirus Aid Relief and Economic Security Act to provide emergency rental assistance to individuals impacted by the COVID-19 Pandemic;

WHEREAS, the County is expanding its existing Program to provide emergency rental and utility assistance to eligible households under the CAA; and

WHEREAS, City has determined that to achieve administrative efficiency and to provide the best services to the residents of the City, the City will sub-grant to the County a portion of the funds received under the CAA for emergency rental assistance.

NOW, THEREFORE, the Parties agree as follows:

1. The City agrees to transfer to the County an amount not to exceed $19,406,330.44 for the County to provide emergency rental and utilities assistance to eligible households located in the City, hereinafter "City Funds."
2. The City will provide the necessary Sub-Award elements in Exhibit A.
3. The City authorizes the County to use up to $1,584,190.24 of the City Funds for administrative expenses as allowed by the CAA for the administration of the Program.
4. The County will use the City Funds as required by Division N Section 501 of the CAA for emergency rental and utility assistance as outlined in Exhibit B, Emergency Rental Assistance and any FAQ issued by the United States Department of Treasury.
5. The City will transfer the City Funds to the County within thirty (30) days upon approval by the City.
6. To the extent actual qualified expenditures are less than the amount allocated to the County and/or if City Funds have not been used to cover necessary expenditures pursuant to this Agreement, the County agrees to return the balance of unencumbered City Funds to the City by October 1, 2021.

7. Any City Funds expended by the County or its grantee(s) that fail to comply in any manner with official federal Guidance shall be returned to the City.
8. The County and its grantee(s) receiving City Funds pursuant to this Agreement shall retain documentation of all uses of the City Funds, including but not limited to documentation of how the payments meet the federal criteria for eligible household. All records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the City, or designee and the County will provide and cooperate with any information and documentation requests necessary to evaluate compliance and will require any and all grantee(s) to also provide and cooperate with any such requests.
9. The County will report quarterly on rental and utility assistance provided within the City's jurisdiction and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of Section 501 of Division N of the Emergency Rental Assistance provided by the CAA.
10. The County will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives regarding the distribution of City Funds.
11. It is understood and agreed by parties, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.
12. Matters concerning requests or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the City's Contacts and/or the County's Contacts shown in Exhibit A. Any such change made to this Subaward requires the written approval of each party's Authorized Official.
13. Either party may terminate this Subaward with 30 days written notice and any unencumbered City Funds will be returned to the City within 30 days of receipt of the written notice to terminate. Notwithstanding, if the Awarding Agency terminates the Federal Award, the City will terminate in accordance with Awarding Agency requirements. The City notice shall be directed to the Contact as shown in Exhibit A. The City shall pay County for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
14. The County agrees to provide evidence of financial accountability. The County shall submit to the City a copy of the County's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period.
15. This Agreement and its Exhibits A and B constitute the entire understanding of the parties concerning the subject matter hereof.

AGREEMENT TO GRANT SUB-AWARD OF EMERGENCY RENTAL ASSISTANCE BETWEEN CLARK COUNTY, NEVADA AND CITY OF LAS VEGAS

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this _____ day of _____, 2021.

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 3/8/21
John S. Ridilla Date
Chief Deputy City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

AGREEMENT TO GRANT SUB-AWARD OF EMERGENCY RENTAL ASSISTANCE BETWEEN CLARK COUNTY, NEVADA AND CITY OF LAS VEGAS

CLARK COUNTY

By:_____
Jessica Colvin
Chief Financial Officer

APPROVED AS TO FORM:

By:_____
Lisa Logsdon
Deputy District Attorney

EXHIBIT A
REQUIRED SUBAWARD ELEMENTS

PTE: City Information
DUNS:
EIN:

Authorized Official
Name, Title:
Email:
Phone:

Program Contact:
Name, Title:
Email:
Phone:

Sub-Award: Clark County Information
DUNS:
EIN:

Authorized Official
Name, Title
Email:
Phone:

Program Contact:
Name, Title:
Email:
Phone:

Federal Award Agency:
United States Department of Treasury

Federal Award Number:

Federal Award Date:
January 19, 2021

Assistance Listing (CFDA) #:
21.023

Subaward in support of R&D:
No

Subaward subject to FFATA:
Yes

Indirect costs eligible?
No

City Subaward # to County:
XXXX

Award Amount
Obligated to Subrecipient in this Action
$

Total Amount of Federal Funds Obligated to the subrecipient, including this award:
$

Subaward Period of Performance
March 13, 2020 – October 1, 2021

Subaward Budget Period
March 13, 2020 – October 1, 2021

EXHIBIT B
EMERGENCY RENTAL ASSISTANCE

Use of Funds. The funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501" or "ERA Funds). The County will provide emergency rental assistance to eligible households as defined by Section 501.

Repayment and reallocation of funds. The County agrees to repay excess funds to the City in accordance with Sub-Grant Agreement..

Availability of funds. Pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, the County requests and receives from the City an extension of up to 90 days.

Administrative costs. Administrative expenses of County may be treated as direct costs, but County may not cover indirect costs using the funds provided in this award, and County may not apply its negotiated indirect cost rate to this award. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.

Data To Be Collected. The County will collect the following data to comply with the Treasury guidance:

1. Address of rental unit;
2. Name, address, social security number, tax identification number or DUNS number, as applicable for landlord and utility provider;
3. Amount and percentage of monthly rent covered by ERA Funds
4. Amount and percentage of separately-stated utility and home energy costs covered by ERA Funds;
5. Total amount of each type of assistance (i.e. rent, rental arrears, utilities and home energy costs, utilities and home energy arrears) provided to each household;
6. Amount of outstanding rental arrears for each household;
7. Number of months of rental payments and number of months of utility or home energy cost payments for which ERA Funds is provided;
8. Household income and number of individuals in the household;
9. Gender, race, and ethnicity for the primary applicant for ERA Funds; and
10. Number of applications received in order to report the acceptance rate of applications.

Reporting. County agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of

the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 Pub. L. No. 116-260), County acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed. County has data privacy and security requirements as required by Section 501(g)(4).

Duplication of Benefits. ERA Funds should not be duplicative of any other federally funded rental assistance provided to such households.

Maintenance of and Access to Records. County will maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds. Expenditures and records related to the Emergency Rental Assistance funds are subject to audit by the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives. Records shall be maintained by the County for a period of five (5) years after all funds have been expended or returned to Treasury.

Compliance with Applicable Law and Regulations. County agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders. The following federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F — Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 CF.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F,R. Part 21.

The following statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the

grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

2. The Fair Housing Act, Title of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

The Americans with Disabilities Act of 1990, ag amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

False Statements. Recipient understands that false statements or claims made in connection with this subaward may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

Disclaimer.
a. The City expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

Protections for Whistleblowers.
a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
b. The list of persons and entities referenced in the paragraph above includes the following:
i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; and/or
vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 PR 19217 (April 8, 1997), County should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, County will encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and County has established workplace safety policies to decrease accidents caused by distracted drivers.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
12

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Bill Arent, Deputy

SUBJECT:
For possible action to approve a Third Amendment to Parking Lease Agreement between the City of Las Vegas and 110 8th Street, LLC to extend the lease for one 3-year period expiring January 31, 2024 for the parking lot located at 108 North 8th Street (APN's 139-34-612-030 and -031) - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
A Parking Lease Agreement was approved on January 7, 2015 allowing for the operation, maintenance and enforcement of the parking lot located at 108 North 8th Street. Subsequently, a First Amendment was approved on December 6, 2017 granting a three (3) year extension of the term. A Second Amendment amending the monthly threshold amount from $2,000 to $1,666.67 per month was approved by City Council on September 18, 2019. This Third Amendment will grant a three (3) year extension of time. The new term will run through and include January 31, 2024. Estimated revenues to the City of Las Vegas before expenses are $35,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Third Amendment to Parking Lease Agreement
2. Site Map

THIRD AMENDMENT TO PARKING LEASE AGREEMENT

THIS THIRD AMENDMENT TO PARKING LEASE AGREEMENT (this "Third Amendment") is made as of the 17th day of March, 2021 (the "Effective Date") by and between 110 8th STREET, LLC, a Nevada limited liability company ("Landlord"), and the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

RECITALS

WHEREAS, the Parties entered into that Parking Lease Agreement dated January 7, 2015, as amended by that certain First Amendment to Parking Lease Agreement dated December 6, 2017 and by that that Second Amendment to Parking Lease Agreement dated September 19, 2019 (collectively the "Lease"), whereby Landlord leased to Tenant that certain real property commonly known as 108 North 8th Street/the Downtowner Lot, Las Vegas, Nevada, as more particularly identified as Clark County assessor's Parcel Number 139-34-612-030 and 139-34-612-031, for the operation by Tenant of a paid parking lot.

WHEREAS, the Lease Term (as defined in the Lease) currently expires on January 31, 2021 and the Parties desire to enter into this Third Amendment in order to grant a three (3) year extension of the Lease Term.

NOW, THEREFORE, the Parties do hereby agree to amend the Lease as follows:

1. The Parties agree that the Lease Term is hereby extended and expires on January 31, 2024.

2. The Parties agree that except as provided in this Third Amendment, the Lease shall remain in full force and effect.

3. As required by Resolution R-105-99 adopted by the City Council effective October 1, 1999, Landlord warrants that is has disclosed, on the form attached hereto as Exhibit A, the identity of all persons and entities holding more than a one percent (1%) interest in Landlord, if any, as of the Effective Date of this Third Amendment. Through the term of the Lease, Landlord shall notify Tenant in writing of any material change in the above disclosure within fifteen (15) calendar days of any such change.

4. This Third Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Amendment. Delivery of this Third Amendment may be accomplished by electronic transmission. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Third Amendment.

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

TENANT:

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

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

M. Niarchos 2-23-21
_____
Michael Niarchos, Esq

LANDLORD:

110 8th STREET, LLC, a Nevada limited liability company

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

By: _____
Mark Carlson, VP of Operations

EXHIBIT A

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
Name 110 8th Street, LLC	Third Amendment to Parking Lease Agreement
Address P.O. Box 7516, LV, NV 89125	
Telephone	
EIN or DUNS 46-1278754	**RFP#**

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.	DTP RE, LLC Member	P.O. Box 7516 Las Vegas, NV 89125	702-359-9979
2.	DTP Mgmt, LLC Manager	P.O. Box 7516 Las Vegas, NV 89125	702-359-9979
3.	Mark Carlson VP of Operations	P.O. Box 7516 Las Vegas, NV 89125	702-359-9979
4.			
5.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

Name _____

Date 2/18/2021

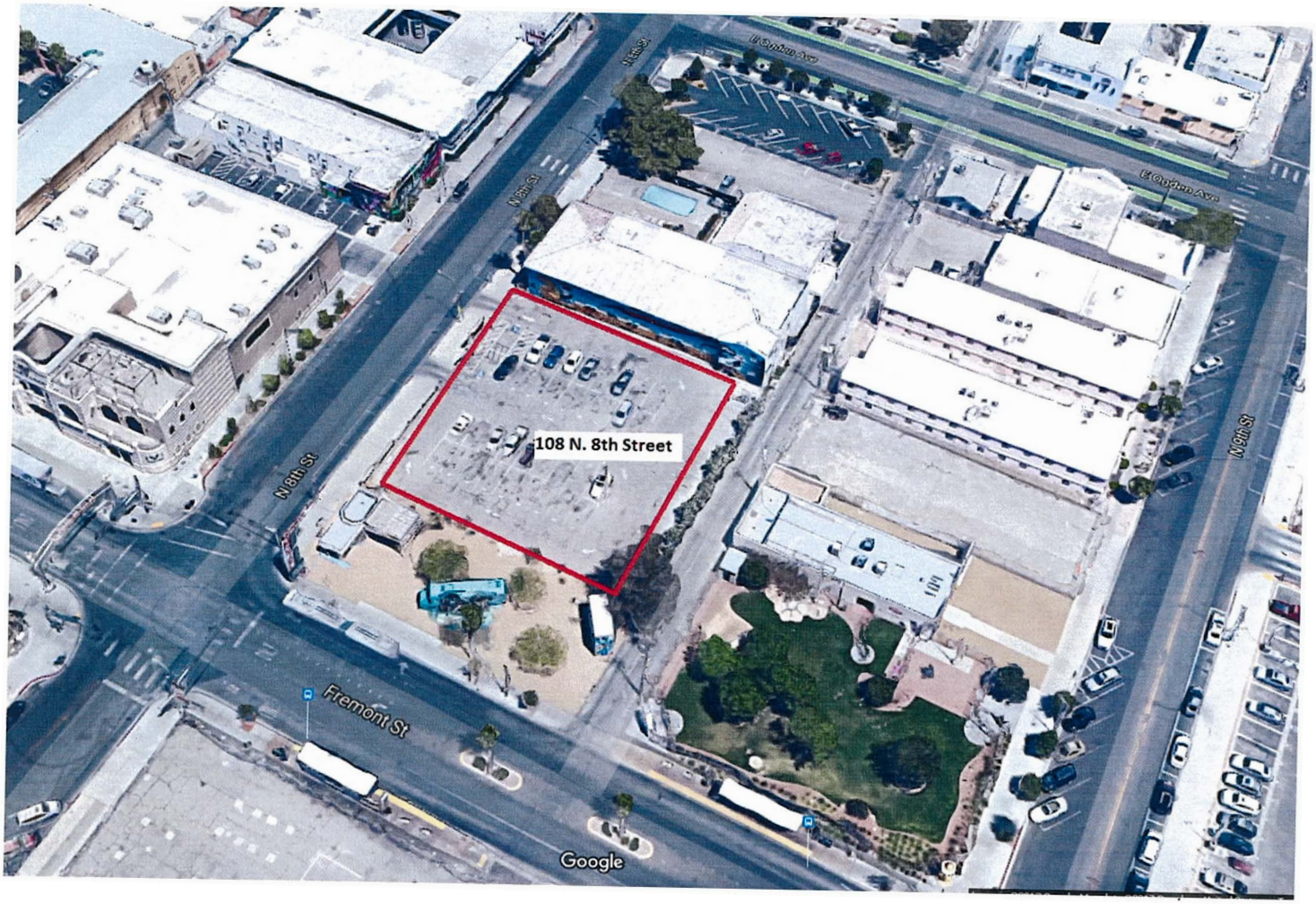
Subscribed and sworn to before me this 18th day of February, 2021

_____
Notary Public

CATHERINE MARTINEZ
Notary Public-State of Nevada
Appointment No. 18-3023-1
My Appointment Expires July 12, 2022

SITE MAP

108 North 8th Street



AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
13

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Bill Arent, Deputy

SUBJECT:
For possible action to approve an Exclusive Negotiation Agreement (ENA) with Axios Nevada LLC for the purpose of discussing a privately owned and operated High Capacity Transit System on Charleston Boulevard - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This ENA provides that the City and Axios Nevada LLC will have discussions on a high capacity transit system and related Transit-Oriented Development (TOD) along Charleston Boulevard within the city of Las Vegas. The term of the ENA is two years. Axios Nevada LLC will be preparing, at its expense, a Master Plan to address design, cost, passenger metrics, transit station, and a TOD Development Plan. This ENA is limited to the surface rights-of-way owned by the City along Charleston Boulevard, and does not prohibit any RTC operations or any public or private operation of aerial transit or subterranean transit along Charleston Boulevard.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Exclusive Negotiation Agreement
2. Certificate - Disclosure of Ownership-Principals

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "ENA") is entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City"), and AXIOS NEVADA LLC, a Nevada Limited Liability Company/Limited Partnership/Corporation ("Developer"). City and Developer may be referred to herein collectively as the "Parties".

This ENA is effective on the date signed by the City and Developer, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

RECITALS

WHEREAS, City and Developer desire to enter into this ENA for the purpose of discussing a privately owned and operated High Capacity Transit System project ("Project") proposed to operate along Charleston Boulevard and within the jurisdiction of City and on public rights-of-way owned by City; and

WHEREAS, Developer desires to discuss with City, and City desires to discuss with Developer, certain transit-oriented development opportunities ("TOD Projects") generated by the Project, including Developer's and the City's role, rights, and responsibilities for such TOD Projects and associated re-zoning requirements.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the Parties do hereby agree as follows:

AGREEMENT

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference as though set forth in full.

2. PURPOSE. The purpose of this ENA is to grant Developer the sole and exclusive right to enter into negotiations concerning the Project and associated TOD Project opportunities within the Charleston Blvd transit corridor within the City for the period of the Term. .

3. TERM; TERMINATION/EXTENSION. The term of this ENA shall commence upon the approval of this ENA by the City's City Council (the "Effective Date") and terminate two (2) years from the Effective Date (the "Term").

If either party is in default of this ENA and the defaulting party failures to cure the default as provided for in DEFAULT below, this ENA may be terminated or extended at any time only upon the mutual, written agreement of the Parties.

4. DEFAULT. No default by either party hereto shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the defaulting party in writing of said default, and the defaulting party shall have failed to cure said default within thirty (30) days after the receipt of said written notice provided, however, that if the default cannot, by its nature, be cured within such thirty (30) day period, but the defaulting party commences and diligently pursues a cure of such default promptly within the initial thirty(30) day cure period, then the other party shall not exercise its remedies or limit the rights of the defaulting party unless such default remains uncured for more than sixty (60) days after the initial delivery of the other party's original default notice.

Developer acknowledges that the deliverables and related matters detailed in **Exhibit A** AXIOS

PROJECT SCHEDULE are of utmost importance to the City, and Developer's failure to meet any of the Developer proposed timelines shall be a default of this ENA; however, such default is subject the aforementioned cure provisions.

5. MASTER PLAN. The Parties hereby agree that on or before the expiration of the Term, Developer shall present to City a master plan describing in more detail the following:

A. Transit Corridor. Developer shall define the transit corridor proposed for the Project and any phasing envisioned. The developer shall identify whether the existing right of way is capable of accommodating the Project and if not, what the plan is to address any limitations to ensure the corridor remains able to provide an acceptable level of service for all modes of travel. Additionally, developer shall identify the location of the Project transit system maintenance yard and any other supporting operation and maintenance facilities. An estimate of probable cost for the entire transit systems design, construction, operation, and maintenance shall be provided.

B. PASSENGER VOLUME. Developer shall define the proposed passenger volumes (i.e. ridership forecasts) which the transit system is expected to accommodate and how passengers on existing RTC bus line will interact/transfer

C. PASSENGER TRANSIT MODE. Developer shall define the transit mode, including the type of vehicle, and any technical requirements deemed necessary by the Parties.

D. TRANSIT STATIONS. Developer shall define the location of the proposed transit stations, and shall include any public rights of way or public land identified as necessary to accommodate such transit stations.

E. TRANSIT-ORIENTED DEVELOPMENT PLAN. Developer shall define the proposed land development plan and re-zoning that would be needed to generate the necessary ridership to support the costs of the transit system and how the developer would bring such a development plan forward

F. OTHER PERTINENT INFORMATION. Developer shall provide to City any other pertinent information to advance the planning stages of the Project.

G. LAND USE CHANGES. City shall reasonably coordinate with Developer and adjacent land owners, subject to the approval of the Las Vegas City Council, regarding the modification of existing land use plans related to the Project and related to TOD Projects.

Developer acknowledge and understand that the City will be conducting hearings and City is anticipating adopting of a new General Plan, commonly referred to as the "2050 City of Las Vegas Master Plan", in the spring of 2021. Further, the Developer acknowledges that the City, as well as any property owner within the City may make application for a rezoning of property and the City may approve any zone changes, amendments to Las Vegas Municipal Code Title 19 and commonly referred to as the "Unified Development Code" or adopt any special area plans, ordinances, and overlays as may be necessary for the implementation of the new General Plan.

6. PUBLIC INPUT. Developer and City agree that the master plan include a plan for public input. Developer shall bear costs associated with such public input and City will provide support as normally provided and consistent for other developer projects. .

7. NO OBLIGATION. The Parties agree and acknowledge (i) that this ENA creates no obligation on any party to enter into any other agreement related to the Project, (ii) the decision to enter into any other agreement will be at each party's respective sole and absolute discretion and (iii) the approval of the City Council will be a condition to City's obligation to enter into any other agreement related to the

Project. Developer and City each agree and acknowledge that this ENA creates no rights, title or interest of Developer whatsoever, legal, equitable or otherwise, in any property owned by City.

Additionally, City and Developer agree and acknowledge that other transit operators, including but not limited to the Regional Transportation Commission of Southern Nevada (the "RTC"), currently operates along Charleston Boulevard within public rights of way owned by City. Nothing in this ENA shall be deemed to restrict or limit the RTC from operating in rights-of-way owned by City. In addition, this ENA shall be limited to the surface right-of-way of the Charleston Boulevard corridor for consideration of a new privately funded High Capacity Transit System. During the period of the ENA, the City may consider requests of any kind for use of aerial or subterranean right of way along the corridor that would not reasonably interfere with the construction and operation of the Project.

Developer represents to City that it intends to privately fund the design, construction, operation, and maintenance of the Project and that no City controlled public funds of any kind are being requested. Notwithstanding the foregoing, Developer is not precluded from seeking other public funds as may be accessible by developer team such as federal, state and other local funding. City shall reasonably cooperate with Developer in any such efforts.

8. DUE DILIGENCE. Developer is responsible for verifying ownership of right of way along the Charleston corridor. Some segments fall under the control of Nevada Department of Transportation, Union Pacific Railroad, and Clark County. Developers plan shall address how multi-jurisdictional issues related to the Project will be resolved. Additionally, developer shall provide information as necessary to prove financial capability and capacity of the development team to propose such a project wherein the estimated cost of a Light Rail High Capacity Transit System along Charleston Boulevard from Hollywood Boulevard to approximately Town Center Drive is estimated to be between 2-3 billion dollars.

9. NO REAL ESTATE OR BROKER'S COMMISSIONS. No party shall be liable to any other party for any real estate commission or brokerage fees that may arise as a result of or pursuant to this ENA. Each party represents to the other party that it has not engaged any broker, agent or finder in connection with this ENA, and agrees to indemnify and hold the other party harmless from any claim by any broker or finder retained by, or claiming through, such party. The provisions of this Section shall survive any termination or expiration of this ENA.

10. CONFLICT OF INTEREST.

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

C. Each party represents that it has no actual knowledge of any financial or economic interest of any public officer or employee of City relating to this ENA. Notwithstanding any other provision of this ENA, if such interest becomes known, City may immediately terminate this ENA.

D. Developer represents and warrants that prior to the Effective Date it has provided an executed "Certificate—Disclosure of Ownership/Principals" in the form currently required by City and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

11. NOTICES. Any notices required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service, (ii) faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service or any nationally recognized courier service, or (iv) by an email sent to the email address for the recipient stated below All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Fax and phones number, if listed below, are for information only.

If to City: ATTN: Director
City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6551
Email: barent@lasvegasnevada.gov

with copy to: ATTN: City Attorney
City of Las Vegas
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Email: jridilla@lasvegasnevada.gov

If to Developer: ATTN: Tom Skancke
Axios Nevada, LLC
3773 Howard Hughes Parkway, Suite 500S
Las Vegas, NV 89169
tom@skancke.net

with copy to: ATNN: John S. Delikanakis
Axios Nevada, LLC
3773 Howard Hughes Parkway, Suite 500S
Las Vegas, NV 89169
schodack1234@gmail.com

12. PUBLICITY. The Parties agree that neither party shall make any public announcement or any press release with respect to this ENA or the Project without the consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in this Section shall limit or prevent City from undertaking any actions required by Nevada's open meeting laws or from causing or allowing the release of information or dissemination of documents as may be required in connection with any administrative hearings or proceedings pertaining to City' s approval or implementation of this ENA. Furthermore, Developer acknowledges that City is subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statutes ("Public Records Act") and all information in physical or electronic form or other form provided by Developer to City may be subject to disclosure under the Public Records Act; provided, however, City will not disclose any such information unless specifically requested pursuant to the Public Records Act and after City provides written notice to Developer of the receipt of such Public Records Act request. Notwithstanding the foregoing, Developer

shall have the right to disclose any and all information to a governmental body or law enforcement agency which has been properly designated to collect information from Developer about its planned Project and to Developer's consultants, agents, representatives, advisors, attorneys, and potential investors.

13. ASSIGNMENT. Developer may not assign or transfer all or any part of its interest in this ENA without first obtaining the written consent of City which consent may be granted or withheld at City's sole and unfettered discretion. Any transfer or assignment in violation of this Section shall be null and void and constitute a default of this ENA.

14. TIME IF OF THE ESSENCE. Time is of the essence in this ENA and each and every term and provision hereof.

15. INTERPRETATION; GOVERNING LAW. This ENA shall be construed as if prepared by both Parties. This ENA shall be construed, interpreted and governed by the laws of the State of Nevada.

16. ENTIRE AGREEMENT; AMENDMENTS. This ENA is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this ENA supersedes any and all prior understandings between the Parties, whether oral or written, including without limitation, the Existing ENA. Any amendments to this ENA shall be in writing and shall be signed by both Parties.

17 NO WAIVER. A waiver by either party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

18. BINDING EFFECT. This ENA shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and permitted assigns.

19. HEADINGS; EXHIBITS; CROSS-REFERENCES. The headings and captions used in this ENA are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this ENA. Any exhibits attached to this ENA and the Recitals at the beginning of this ENA are incorporated herein by the references thereto. All references in this ENA to Articles, Sections and exhibits shall be to Articles, Sections and exhibits of or to this ENA, unless otherwise specified.

20. SEVERABILITY. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this ENA shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this ENA shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

21. TIME CALCULATIONS. Any reference to "days" herein shall mean calendar days. The performance of any obligation that occurs on a day other than Monday through Thursday shall be deferred to the next business day, which means any day except Friday (the City is closed on Fridays), Saturday, Sunday and any day which is a legal holiday as defined in NRS 236.015, as they may be amended from time to time.

22. NO THIRD-PARTY BENEFICIARIES. This ENA is intended for the exclusive benefit of City and Developer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

23. COUNTERPARTS; ELECTRONIC DELIVERY. This ENA 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. 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, regardless of whether originals are delivered thereafter.

24. CITY OBLIGATIONS LIMITED. No obligation assumed by or imposed upon City by this ENA or remedy granted or otherwise arising in, under or pursuant to this ENA against City shall require the payment of money by City, or the performance of any action by City, the performance of which requires money from City, except to the extent that funds are available for such payment or performance from specific appropriations therefor lawfully made by City. This ENA shall not be construed as obligating the City Council to make future appropriations for the payment of monies or for the performance of any obligations of City under this ENA.

25. FOREIGN CORRUPT PRACTICES ACT OF 1977. Developer understands that it is subject to the provisions of The Foreign Corrupt Practices Act of 1977, as amended. 15 U.S.C §§ 78dd-1, et seq.

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IN WITNESS WHEREOF, the Parties have executed this ENA as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

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

John S. Ridilla
Deputy City Attorney

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AXIOS NEVADAS, LLC

By: Tom R. Skancke

Tom Skancke, Managing Member

Date: March 2, 2021

By:

John S. Delikanakis, Managing Member

Date: March 2nd 2021

EXHIBIT A

AXIOX PROPOSED SCHEDULE

0-12 Month Deliverables:

1. Preliminary corridor concept plans & report showing station types and locations and current zoning around each station and possible development within current zoning.

2. Ridership & Revenue forecast reports.

3. Expression of interest from design, construction, O & M contractors and master developers, must be in writing and submitted to the City of Las Vegas with evidence of initiation of due diligence from each.

4. Concept plan showing how the existing Charleston Bus Route (and riders) will co-exist with the High-Capacity Transit ("HCT") Project specifically identifying interaction and passenger transfers between the HCT and the existing RTC bus route since the current bus route extends beyond the limit of the proposed HCT Project Phase 1.

5. Collaborate with the RTC to develop what will likely be a "shared transit service corridor" for a time period mutually agreed to.

6. Develop a concept layout showing where the HCT Maintenance Yard will be located and how the property will be acquired.

13-24 Month Deliverables:

1. Identification of final design, construction, O & M contractor and master and subsidiary developers along with a tentative development schedule.

2. Report on the proposed structure of the Project Entity or Project Entities and proposed relationship with the City.

3. Report on the proposed private financing structure for the Project.

4. Report on the proposed development adjacent to the Project and zoning changes that may be necessary to make the project financially feasible. Project developer will outline the zone changes that may be requested and deemed necessary to move the project past concept stage. Developer understands that any such zone changes will be at the sole discretion of the Las Vegas City Council.

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name:	AXIOS Nevada LLC
Address:	3773 Howard Hughes Pky
Telephone:	Suite 500S
EIN or DUNS:	Las Vegas NV 89169

Block 2	Description
Subject Matter of Contract/Agreement:	
Exclusive Negotiation Agreement	
RFP #: N/A	

Block 3	Type of Business			
Individual	Partnership	Limited Liability Company	Corporation	

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1. (1)	MetroMotion LLC	2620 Regatta Dr. #102 Las Vegas NV 89128	702.521-7272
2.			
3.			
4. (2)	Elefteria LLC	412 N. Main St Suite 100 Buffalo WY 82834	702.232.1840
5.			
6.			
7. (3)	Shift 36.115 LLC		702.263.7111
8.	241 W. Charleston Blvd. Ste 107 Las Vegas NV	89102	
9. (4)	My Destiny LLC		702. 445.2307
10.	9905 Deer Ct. Las Vegas NV	89134	

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages:

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

_____
Name

3-8-21
_____
Date

Subscribed and sworn to before me this 8 day

of March, 2021.

_____
Notary Public

CLAUDIA OLIVARI-SOSA
Notary Public-State of Nevada
APPT. NO. 20-2678-01
My Appt. Expires 07-15-2024

Block 5	**Disclosure of Ownership and Principals—Alternate**
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document:	
Date of Attached Document:	
Number of Pages:	

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

Tom R Stanke
Name

3-8-21
Date

Subscribed and sworn to before me this 8th day

of March, 2021.

Notary Public

CLAUDIA OLIVARI-SOSA
Notary Public-State of Nevada
APPT. NO. 20-2678-01
My Appt. Expires 07-15-2024

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve award of Contract No. 210180-HM, Blanket Designated Services Contract for Geotechnical Engineering Services - Department of Public Works - Award recommended to: GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. (Not-to-Exceed $100,000 - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $100,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The consultant will provide professional geotechnical services in support of the City's Capital Improvement Program on a task order basis for a two (2) year contract term with no renewal options. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Geotechnical & Environmental Services, 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. Contract No. 210180-HM
2. Certificate - Disclosure of Ownership and Principals

BLANKET DESIGNATED SERVICES CONTRACT
FOR
GEOTECHNICAL ENGINEERING SERVICES

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **GEOTECHNICAL & ENVIRONMENTAL SERVICES**, INC., (the "Consultant"), **a Corporation** (CORP), whose address is **7150 Placid Street, Las Vegas, Nevada 89119**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; and

WHEREAS, 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, with respect to each project, 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;

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.1) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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

1.0 CONSULTANT RESPONSIBILITIES

1.1 Definition. A "***Project Task Order***" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

1.2 Issuance. If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.

1.3 Services. For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, Exhibit "E" attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached thereto.

1.4 ***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.

1.5 ***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.

1.6 ***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.

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

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

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

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 of this Contract.

1.8 ***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.

1.9 ***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.

1.10 ***Responsibility for Construction Document Revisions***

1.10.1 ***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.

1.10.2 ***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 10.20.2 and 10.20.3 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 for TWO-YEARS from the date of approval 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. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

6.2 ***Task Orders***. Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.

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

6.4 ***Renewals***. The City may, at its sole option, extend the term of this Contract for up to **NO RENEWALS** beyond the initial term in 6.1. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

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 on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

7.3 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

7.4 ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.5 **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, Section 101 (Preliminary and General Items 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 10.20.1 of this Contract.

7.6 ***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 10.20 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.

7.7 ***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 work performed and accepted by the City, 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 actual hourly wages or reimbursable costs directly related to execution of the Contract 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 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 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 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 10.20.

10.3.2.3 In the event that the City elects to implement 10.3.1.2(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 10.20 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 excluding Professional Liability may exceed fifty thousand ($50,000) without the prior written approval of the City. Professional Liability deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance, and the Professional Liability or self-insured retention shall not exceed fifty thousand ($50,000) 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 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) 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 10.5, 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 "G," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

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

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

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

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

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 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 10.20.1 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

GEOTECHNICAL & ENVIRONMENTAL SERVICES (GES)

By: _____
Gregory DeSart, President

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 2/24/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS *

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " CERTIFICATE OF DISCLOSURE

EXHIBIT " H " PROJECT TASK ORDER

*** Exhibits to be provided prior to contract negotiation**

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL

100.1 The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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

100.2 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services:

Geotechnical Services

100.2.1 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.

100.3 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.

100.4 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.

100.4.1 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.

100.4.2 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.

100.5 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.

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

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 GENERAL

200.1 The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

200.2 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.3 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 GENERAL

301 TASK ORDER. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 GENERAL

400.1 The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **$100,000**.

401 PAYMENT

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of **2.92**, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task orders. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

401.2 Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

401.3 The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders 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 and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, 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	MAXIMUM HOURLY RATE
Principal	$90.00
Sr. Engineer/Geologist	$85.00
Project Engineer/Geologist	$75.00
Staff Engineer/Geologist	$65.00
Engineering Technician	$40.00
Engineering Assistant	$35.00
Administrative Assistant	$35.00

* Hourly rates represent straight-time salary. Rates may be adjusted for city-approved overtime

501 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	NOT-TO-EXCEED
None authorized or anticipated as of the date of this Contract.			$0
			$0
			$0

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

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

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

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

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

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

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Jeremy Leavitt, Engineering Program Manager

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Steve Ford, P.E., City Engineer

600.3 CITY REPRESENTATIVE FOR EACH SUBSEQUENT PROJECT TASK ORDER: As stated in each Project Task Order.

601 CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, The following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

601.1.a **CONSULTANT REPRESENTATIVE (who may also be one of the following staff):** David J. Salter, P.E.

601.1.b **RESPONSIBLE IN CHARGE PERSON**: David J. Salter, P.E., Geotechnical Practice Leader

601.1.c **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
(List Engineer/Architect License number) 14818

601.1.d **PROJECT MANAGER:** Gregory P. DeSart, P.E., President

601.1.e **TECHNICIAN/CADD:** Varies

601.1.f **CLERICAL:** Varies

601.2 CONSULTANT'S SUBCONSULTANTS

601.2.a Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

EXHIBIT "G"
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: Geotechnical & Environmental Services, Inc.	
Address: 7150 Placid Street	**City / ST / Zip: Las Vegas, NV 89119**
Telephone: 702-365-1001	**EIN or DUNS :** 88-0289362
Block 2: Description / Subject Matter of Contract	
Services for: Blanket Geotechnical Services	**Project Number:** N/A

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

Rev 06.2018

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	Gregory DeSart/ President	7150 Placid Street Las Vegas, NV 89119	702-365-1001
2	David Salter/Geotechnical Practice Leader	7150 Placid Street Las Vegas NV 89119	702-365-1001
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: N/A

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

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

02/03/2021
Date

Subscribed and sworn to before me this 3RD day of FEBRUARY, 2021

Notary Signature

DIANA M. TORTI
Notary Public, State of Nevada
Appointment No. 18-1443-1
My Appt. Expires Feb 14, 2022

Rev 06.2018

END OF EXHIBIT "G"

EXHIBIT "H"
PROJECT TASK ORDER

Number H- ___

FOR
MATERIAL TESTING AND SPECIAL INSPECTION

Blanket Services Contract Name:	
Consultant Name:	
Contract Services Listed:	
Contract/Option Period From:	To
Contract/Option Year Not-to-Exceed Fee:	$
Aggregate Task Order value for current option year (prior to this Task Order):	$
Amount of this Task Order	$
Contract amount remaining after this Task Order:	$

Whereas the City and Consultant have signed a Blanket Services Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Services Contract to provide services for the following named Project:

Project Name:	
Location:	
Description:	
Construction Cost Budget:	$

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A – Scope of Services

1000 SCOPE OF THE PROJECT

1000.1 Proposal Included. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated , attached and included as **Exhibit "H-_-1**". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

1000.1.1 **SCOPE OF PROJECT**. The scope and location of the Project is generally described as follows:
Site address: _____
Approximate gross site acreage: _____
Approximate gross building square footage: _____
Offsite improvement area: _____
Improvement description: _____
As shown on the attachment to this Exhibit, titled _____

1000.1.2 **SCOPE OF SERVICES.**

- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF SERVICES FOR THIS PROJECT TASK ORDER HERE - - - - -

PROJECT MANAGEMENT

1000.2 ***MasterWorks 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.

1000.2.1 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.

1000.2.2 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.

ADD THE APPROPRIATE FEDERAL FUNDING REQUIREMENTS HERE FOR YOUR PROJECT

CDBG, SNPLMA AND ARRA REQUIREMENTS CAN BE CUT AND PASTED FROM OUR NET

DO NOT INCLUDE ANY CONSULTANT EXCLUSIONS, CONSULTANT ASSUMPTIONS, OR OTHER CONDITIONS THAT LIMIT THE CONSULTANT'S RESPONSIBILITY WITHOUT REVIEW FROM THE CITY ENGINEER AND THE CITY ATTORNEY.

NEVER ADD ANY LANGUAGE THAT USES WORDS LIKE INDEMNIFICATION, INDEMNITY, INDEMNIFY, DEFEND, OR HOLD HARMLESS.

END OF SECTION "A"

Section B – Required Submittals

2000 SUBMITTALS

2000.1 In addition to the submittals required by the Blanket Services Contract For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF THE DELIVERABLES FOR THIS PROJECT TASK ORDER HERE - - - - -

2000.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

2000.3 Submittals to regulatory agencies shall be as required for each agency.

2000.4 It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF SECTION "B"

Section C – Performance Schedule

3000.1 For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

3000.1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

3000.1.2 The maximum allowed time to complete each portion of the work is as follows:

BY PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	00	Includes 2 week City review period.
Schematic Design	00	Includes 2 week City review period.
Design Development	00	Includes 1 week City review period.
Construction Documents	00	City review is concurrent with drawings.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	**0**	

OR - - - - - DELETE THE TABLE ABOVE OR BELOW THAT IS NOT USED FOR YOUR TASK ORDER - - - - -

BY TASK	CALENDAR DAYS TO COMPLETE	REMARKS
TOTAL	**0**	

END OF SECTION "C"

Section D – Fee Breakdown

4000 COMPENSATION

4000.1 The maximum compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $_____. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This compensation amount is comprised of the parts described in this Section "D" (Fee Breakdown).

- - - SELECT ONE OF THE FOLLOWING PAYMENT METHODS AND DELETE THE OTHER OPTIONS - - -

4001 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E for each phase of the Project identified in this Section "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Section "A" (Scope of Service) for the not-to-exceed amount set forth in this Section "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 not-to-exceed fee shall constitute the maximum 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 Section "A" (Scope of Services).

PHASE	PERCENT of TOTAL	NOT-TO-EXCEED FEE	REMARKS
Programming and Conceptual Design	%	$0.00	
Schematic Design	%	$0.00	
Design Development	%	$0.00	
Construction Documents	%	$0.00	
Bidding	%	$0.00	
Construction	%	$0.00	
Post Construction	%	$0.00	
	TOTAL	$0.00	

OR - - - - - (DELETE METHODS NOT USED) - - - - -

4001.1 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF DELIVERABLES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E based upon the completed of, and acceptance by the City, of each Deliverable identified in Section "A" (Scope of Services). The Consultant agrees to perform the services and complete the Deliverables required under this Contract Section "A" (Scope of Services) for not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each completed Deliverable pursuant to invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum 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 Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

DELIVERABLE	NOT-TO-EXCEED FEE	REMARKS
	$0.00	
	$0.00	
	$0.00	
	$0.00	

	$0.00	
	$0.00	
	$0.00	
TOTAL	$0.00	

OR - - - - - (DELETE METHODS NOT USED) - - - - -

4001.2 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the consultant in accordance with Section 7.0 and Appendix for each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the not-to-exceed amount of set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum 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 Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

TASK	QUANTITY	UNIT PRICE	UNIT	ESTIMATED COST
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
			TOTAL	$0.00

OR - - - - - (DELETE METHODS NOT USED) - - - - -

4001.3 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the fixed fee unit price attributable to each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee unit price shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

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

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

TASK	FIXED FEE UNIT PRICE	UNIT	ESTIMATED QUANTITY OF UNITS	ESTIMATED COST	REMARKS

	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
			TOTAL NOT-TO-EXCEED COST	**$**	

OR - - - - - (DELETE METHODS NOT USED) - - - -

4001.4 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant hourly rates and testing rates established in the Consultant's attached proposal dated _____based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Services) for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with this Contract. **The Total Not-to-Exceed Cost shall constitute the maximum 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) through the completion of the construction including the completion and final approval of all required reports.**

SERVICE	NOT-TO-EXCEED COST	REMARKS
Special Inspection and Materials Testing	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
TOTAL NOT TO EXCEED COST	$0.00	

4001.5 The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

4002 ALLOWANCE FOR ADDITIONAL SERVICES

4002.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

4002.2 Additional Services are services provided in the interests of the Project that are not set forth in Section "A" (Scope of Services).

4002.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "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.

4002.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment or change order to this Contract to allow them as Reimbursable Expenses.

4002.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$0	Material Testing and Special Inspection

END OF SECTION "D"

Section E – Additional Compensation

5000 RATES AND REIMBURSABLES

5000.1 ***Consultant Hourly Rates***: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

5000.2 ***Additional Services Rates:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

5000.3 ***Reimbursable Expenses:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Section F – Key Personnel List

Unchanged from the description included in Exhibit "F" of the Blanket Services Contract, except as follows:

- CITY REPRESENTATIVE:
- CITY REPRESENTATIVE'S SUPERVISOR:

- - - - - - THE PROJECT MANAGER'S NAME SHOULD BE LISTED FOR THIS TASK ORDER PROJECT. - - - - - - -

Section F – Disclosure

Unchanged since signing Exhibit "G" of the Blanket Services Contract.

- - - - - - - VERIFY WITH THE CONSULTANT - - - - - -

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Contract referenced herein.

Dated this _____ day of _____, _____.

By: _____ By: _____

CONSULTANT CITY

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: Geotechnical & Environmental Services, Inc.	
Address: 7150 Placid Street	**City / ST / Zip: Las Vegas, NV 89119**
Telephone: 702-365-1001	**EIN or DUNS :** 88-0289362
Block 2: Description / Subject Matter of Contract	
Services for: Blanket Geotechnical Services	**Project Number:** N/A

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Gregory DeSart/ President	7150 Placid Street Las Vegas, NV 89119	702-365-1001
2	David Salter/Geotechnical Practice Leader	7150 Placid Street Las Vegas NV 89119	702-365-1001
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: N/A

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

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

02/03/2021
Date

Subscribed and sworn to before me this 3RD day of FEBRUARY, 2021

Notary Signature

DIANA M. TORTI
Notary Public, State of Nevada
Appointment No. 18-1443-1
My Appt. Expires Feb 14, 2022

Rev 06.2018

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve award of Mutual Use Contract No. 210177-HM, Ferric Chloride, for the Water Pollution Control Facility located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: PENCCO, INC. (Not-to-Exceed $1,200,000 Annually/Total Contract Amount Not-to-Exceed $4,800,000 - Sanitation Enterprise Fund) - Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $1,200,000 Annually/Total Contract Amount Not-to-Exceed $4,800,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This Contract joins Clark County Water Reclamation District (CCWRD) Contract ITB 190032, which provides for the purchase and delivery of ferric chloride to aid the water treatment process at the Water Pollution Control Facility. The CCWRD contract was competitively bid and awarded by the CCWRD Board of Trustees on July 16, 2019. Joining the CCWRD contract will allow the City to take advantage of a bulk pricing discount. The initial contract term is through August 31, 2021, with three (3) remaining one-year renewal options. This requirement is exempt from the competitive bidding process pursuant to NRS 332.195, joinder or mutual use of governmental entity contracts. Pencco, Inc. is located in Sealy, TX.

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

BACKUP DOCUMENTATION:
1. Contract No. 210177-HM
2. Certificate - Disclosure of Ownership and Principals

MUTUAL USE CONTRACT

THIS Contract is made and entered into this _____ day of _____, 2021, by and between the City of Las Vegas (the "City"), a municipal corporation in the State of Nevada, and Pencco, Inc. (the "Company"), a corporation organized and existing under the laws of the State of Texas.

RECITALS

WHEREAS, the Company and Clark County Water Reclamation District (the "Originating Government Entity") have entered into that Contract dated 07/16/2019 (Invitation to Bid No.190032, Lot 3 only), which provides for the delivery and supply of ferric chloride to aid in the wastewater treatment (the "Company Contract"); and

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

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

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

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

1. The following documents are hereby incorporated into this Contract: Exhibit "A", Special Conditions (six (6) pages), attached hereto and made a part hereof, and Exhibit "B" (ninety seven 97) pages in Exhibit B, incl. cover page), the terms, conditions and covenants of the Company Contract, attached hereto and made a part hereof. In the event of a conflict between the specific language set forth in this Contract and Exhibits, this Mutual Use Contract shall take precedence followed by Exhibit "A" and Exhibit "B" in that order.

2. As required pursuant to NRS 332.195, the Company hereby authorizes and consents to the City using the terms, conditions and covenants of the Company Contract as the basis for this Contract, and the City hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Company Contract to the extent that the same are incorporated herein as a part of this Contract.

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

4. The Contract Amount shall not exceed $1,200,000.00 per year.

5. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Company Contract. This performance period is from September 1, 2020 through and including August 31, 2021 and includes three (3) remaining one-year renewal options. For the benefit of the City, the City shall provide written notice to the Company of such option extension(s), and the Company may not assume an automatic renewal. Exercise of a one-year option does not commit the City to exercise any further options. The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

   In the event that the Company Contract is terminated for any reason, including the failure of the Originating Government Entity to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.

6. The City reserves its right to terminate this Contract and its use of the Company Contract for any reason whatsoever (including no reason), and such termination shall be effective ten (10) days after written notice is provided to the Company. The City's exercise of its right to terminate herein shall have no effect on the Company Contract between the Company and the Originating Government Entity. On the effective date of the termination, the Company shall

terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

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

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

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

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

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

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

    In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

12. City/Company Representative [CAO - 08/22/2019]

    (a) All routine Company inquiries should be directed to the person identified by the City on the Purchase Order.

    (b) The Company Representative for this Contract is Sarah Duffy, Bid Secretary/Inside Sales Manager at 979-987-7979 or sarah@pencco.com. The Company Representative shall have full authority to act for the Company on all matters arising under or relating to this Contact until written notice to the City is provided by the Company of any change in the person acting in this capacity.

13. Legal Notice [CAO-4/2020]

    (a) Any legal notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: Sarah Duffy, Bid Secretary/Inside Sales Manager
Pencco, Inc.
PO Box 600
San Felipe, TX 77473
sduffy@pencco.com

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

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

(d) Routine correspondence should be directed to the City or Company Representative, as appropriate.

14. The Company agrees to provide and maintain insurance coverages as defined in Exhibit "A", Section A-5, Insurance for the entire term of this Contract. Certificates of insurance and other required documents must be received and validated as compliant by the City's designated certificate tracking service prior to City execution of the Contract.

15. Certification - No Boycott: By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"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.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving written notice to Company.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

CITY OF LAS VEGAS

Tonya Kemble — Date
Manager, Purchasing & Contracts

PENCCO, INC.

Sarah Duffy — 2/26/2021
Sarah Duffy — Date
Bid Secretary/Inside Sales Manager

ATTEST:

LuAnn D. Holmes, MMC — Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

2/25/2021
Deputy City Attorney — Date

EXHIBIT A - SPECIAL CONDITIONS

A-1 Agreement Type

(a) This Contract sets forth the terms and conditions for ordering and delivering of ferric chloride to aid in the wastewater treatment (the "Goods") described herein, and the execution hereof by the parties hereto forms a legally binding contract. The City may order, and the Company is obligated to deliver, the Goods in accordance with the terms and conditions of this Contract. This is a non-exclusive Contract.

(b) This Contract covers the need of the City to purchase an estimated quantity of Goods on an annual basis. At the time of execution of this Contract the total quantity of Goods to be purchased cannot be fixed, but will vary based on the annual needs of the City, and the Contract is therefore based on an estimated quantity. The estimated quantity is established based on past annual usages or purchases by the City. Notwithstanding the execution of this Contract, the City is under no obligation to purchase any minimum or maximum quantity of the Goods which are the subject of this Contract.

(c) The City will issue a Blanket Purchase Order subsequent to award of a Contract, and will issue a Standard Purchase Order as actual requirements arise in the manner defined below.

(i) "Blanket Purchase Order" means a document which contemplates the ordering of goods or services in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods or services that may be ordered by the City from the Company. Issuance of a Blanket Purchase Order does not obligate the City to the purchase of any Goods. A Blanket Purchase Order will be identified as such on the face of the Standard Purchase Order, and will reference the Contract number.

(ii) "Standard Purchase Order (or P.O.)" means the administrative document issued by the City to facilitate the ordering of and payment for the Goods purchased pursuant to this Contract. A Standard Purchase Order will be issued for the acquisition of the Goods, specifying a single scheduled delivery or multiple scheduled deliveries of the Goods. Any Standard Purchase Order issued hereunder incorporates the terms and conditions of this Contract.

A-2 Pricing and Payment

(a) The City will pay the Company in accordance with the pricing set forth in Exhibit "B" to this Contract.

(b) Payment to the Company will be made only for the actual quantities of the Goods delivered and accepted by the City, upon receipt of an invoice submitted in accordance with Section A-3, "Invoices".

(c) The prices set forth herein include the costs and expenses associated with delivering and tendering the Goods to the City including, without limitation, expenses for inspection, meeting warranty requirements and complying with all the terms and conditions of this Contract.

A-3 Invoices [CAO-9/2020]

(a) The Company shall timely submit a detailed invoice to the City within thirty (30) days after shipment of Goods for the quantities delivered and accepted. Each invoice shall contain the following information:

(i) the date of the invoice and invoice number;

(ii) the Purchase Order number;

(iii) the Contract Item against which charges are made; and

(iv) the performance dates covered by the invoice.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

(c) A duplicate copy of the invoice is to be sent to the City's designated representative at bdasu@lasvegasnevada.gov.

(d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company 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 Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice.

A-4 Delivery Requirements

(a) Delivery. The delivery point shall be at a location in Las Vegas, Nevada to be provided to Company by City before delivery.

(b) Delivery Coordination. The Company shall provide the City with twenty-four (24) hour notice prior to delivery. All deliveries are to be coordinated with the person identified by the City on the Purchase Order. The City reserves the right to refuse delivery if advance notice is not given.

(c) Delivery Time. The time allotted for delivery of the Goods under the Standard Purchase Order commences on the date the City successfully electronically transmits or faxes the Standard Purchase Order to the Company, or three (3) days after the mailing date of the Standard Purchase Order to the Company. Any Standard Purchase Order issued hereunder incorporates the terms and conditions of this Contract. Failure to meet the delivery time specified shall constitute a breach of contract.

(d) Partial Shipments. Partial shipments will not be permitted unless approved by the person identified by the City on the Purchase Order.

(e) Failure to Deliver. In the event that the Company fails to deliver the Goods in accordance with the terms and conditions of the Contract, the City shall have the option to either terminate the Contract or procure the Goods from another supplier. If the Goods are procured from another supplier, the Company shall pay the City any difference between the Contract price(s) and the price(s) paid to the other supplier plus any and all administrative costs incurred associated with the re-procurement.

A-5 Insurance [CAO-4/2020]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000 per occurrence and $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 Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company 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.

c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".

d) 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 Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

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

f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

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

h) 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.

i) The Company is encouraged to purchase any additional insurance it deems necessary.

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

A-6 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section A-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, Companys, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, Companys, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, Companys, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

A-7 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

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

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

A-9 Modification/Amendment [CAO-7/24/08]

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

A-10 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

A-11 Taxes/Compliance with Laws [CAO-08/01/13]

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

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

A-12 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

A-13 Conflict of Interest (City Officials) [CAO-4/2020]

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

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

A-14 Audit of Records [CAO-5/2/12]

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

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

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

EXHIBIT B - COMPANY TERMS, CONDITIONS & COVENANTS

LIST OF DOCUMENTS

Section	# Pages
Approved Terms and Conditions	3
ITB. 190032, Master Agreement	93

CLARK COUNTY WATER RECLAMATION DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM

Petitioner: Thomas A. Minwegen, General Manager

Recommendation:

Approve the award of District ITB No. 190032, for the procurement of Wastewater Treatment Chemicals, to the lowest responsive and responsible bidders; or take other action as appropriate. Staff recommends award of Lots 1, 2, 4 and 5 to Thatcher Company of Nevada, Inc. (Craig N. Thatcher, President); Lot 3 to Pencco, Inc. (Sarah Duffy, Bid Secretary); and Lot 6 to Olin Corporation dba Olin Chlor Alkali Products and Vinyls (John M. Schabacker, Business Director). (For possible action)

FISCAL IMPACT:

Fund #:	O&M Funds	Fund Name:	CCWRD General Funds
Fund Center:	CCWRD Funds	Funded PGM/Grant:	N/A
Amount:	$2,841,140.60 estimated annually		
Description:	Wastewater Treatment Chemicals		
Additional Comments:	The expenditures will be allocated based on approved budgets		

BACKGROUND:

A variety and large volume of chemicals are utilized at the District's treatment facilities to aid the overall wastewater treatment process, including aluminum sulfate, citric acid, ferric chloride, sodium bisulfite, sodium hydroxide, and sodium hypochlorite. Chemical expenses continue to be one of the District's largest operational expenditures in treating the wastewater.

On April 15, 2019, Invitation to Bid (ITB) No. 190032, for the procurement of Wastewater Treatment Chemicals, was advertised in the Las Vegas Review Journal and posted on the District website. On May 9, 2019, six (6) firms responded by submitting bids. See Attachment 1 for bid summary.

Staff recommends that the bid be awarded to the following, as the lowest responsive and responsible bidders for the named lots: Thatcher Company of Nevada, Inc. (LBE) for Lots 1, 2, 4 & 5; Pencco Inc. (LBE) for Lot 3; and Olin Corporation dba Olin Chlor Alkali Products and Vinyls (LBE) for Lot 6.

The following are the pertinent provisions of the contracts:

- The initial term of the contracts is from September 1, 2019 through August 31, 2020;
- The contracts include the option to renew for four (4) additional one-year periods, with a price increase not to exceed 40% of the prior contract term;
- The contracts includes the option to terminate or suspend for cause or convenience with advance written notice of intent.

Cleared for Agenda
7/16/2019
Agenda Item #
38.

In accordance with Nevada Revised Statute (NRS) 332.065, if the governing body or its authorized representative has advertised for or requested bids in letting a contract, the governing body or its authorized representative must award the contract to the lowest responsive and responsible bidder. Clark County Business License has determined that Thatcher Company of Nevada, Inc., Pencco Inc., and Olin Corporation dba Olin Chlor Alkali Products and Vinyls do not require a Clark County business license or Nevada business registration.

This agenda item has been reviewed and approved by the District General Counsel.

ITB 190032

BOT AGENDA ATTACHMENT 1

BID SUMMARY (YEAR ONE (1) ANNUAL AMOUNT)

LOT 1 – Aluminum Sulfate

Bids Received	Line 1: FWRC	Line 2: Laughlin	Total Bid Amount
***Thatcher Co. of Nevada, Inc.**	***$319.90/dt**	***$334.90/dt**	***$500,709.60**
Chemtrade Chemicals US LLC	$585.00/dt	$585.00/dt	$909,090.00

LOT 2 – Citric Acid

Bids Received	Line 1: FWRC	Total Bid Amount
***Thatcher Co. of Nevada, Inc.**	***$0.4912/wet lb**	***$44,208.00**

LOT 3 – Ferric Chloride

Bids Received	Line 1: FWRC	Total Bid Amount
***Pencco, Inc.**	***$714.00/dt**	***$1,956,360.00**
Kemira Water Solutions, Inc.	$719.00/dt	$1,970,060.00
**USP Technologies (Alternate Chemical Proposed (Hydrogen Peroxide 50%) District is NOT accepting the Alternate because this chemical has not been tested within District system).	$3.79/gal	$581,007.00

LOT 4 – Sodium Bisulfite

Bids Received	Line 1: FWRC	Line 2: Laughlin	Total Bid Amount
***Thatcher Co. of Nevada, Inc.**	***$0.4590/dry lb**	***$0.6790/dry lb**	***$95,263.00**

LOT 5 – Sodium Hydroxide

Bids Received	Line 1: FWRC	Total Bid Amount
***Thatcher Co. of Nevada, Inc.**	***$0.18/wet lb**	***$12,600.00**

LOT 6 – Sodium Hypochlorite

Bids Received	Line 1: FWRC	Line 2: Laughlin	Total Bid Amount
***Olin Corporation dba Olin Chlor Alkali Products and Vinyls**	***$0.765/gal**	***$0.815/gallons**	***$232,000.00**
Thatcher Co. of Nevada, Inc.	$0.8050/gal	$0.9770/gallons	$250,100.00

* Lowest Responsive and Responsible Bidder
** Alternate Chemical

Clark County
Water Reclamation
DISTRICT

April 24, 2019

SUBJECT: Addendum No. 1 for Wastewater Treatment Chemicals

REFERENCE: Invitation to Bid (ITB) No. 190032

TO: All Prospective Bidders:

This Addendum is being issued for the following reasons:

- ***THE FOLLOWING QUESTIONS AND CLARK COUNTY WATER RECLAMATION DISTRICT (DISTRICT) RESPONSES ARE HEREBY INCORPORATED AND MADE A PART OF THE ITB:***

1. Do you have a incumbent to this contract now? and at what price or is this a new contract?

Answer: Yes, the following suppliers are the contract holders for the various chemicals:
Thatcher Company – Aluminum Sulfate $0.15 dry lb., Citric Acid $0.4800 wet lb., Sodium Bisulfite $0.3398 dry lb., and Sodium Hydroxide $0.200 wet lb.,
Kemira Water Solutions, Inc. – Ferric Chloride $750.00 dry ton.
Olin Corporation – Sodium Hypochlorite $0.78 gallon.

2. Page 20 , Section C, 37.0 Warranty – One (1) year required. This product by nature is unstable and changes with time and temperature. As such it is generally used in a matter of days. It can only be warranted at time of delivery from the truck to meet specifications. OK?

Answer: The District acknowledges the warranty concerns and concurs with this statement.

3. Page 27, Section E, 1.5 Joiner Clause. The bid price on this bid is based specifically on the "delivered" costs (driving time, physical distances and service requirements) to meet the terms and service conditions defined for Clark County specifically. It is not reasonable to require to allow any other agencies to join this contract that have their own undefined unique requirements and needs that will affect these costs. Olin reserves the right review and agree to accept other agencies to join only if all quantities, requirements and service costs are exactly the same as Clark County or price adjustments are allowed for any material differences and upon mutual agreement of Olin and any other agency requesting joiner privileges. OK?

Answer: Pursuant to Nevada Revised Statutes (NRS) 332.195 "Joinder or mutual use of contracts by governmental entities." States any local or state government may request to join this contract, however the governmental agency will need written AUTHORIZATION from the contracting vendor prior to being able to join/use the contract. The District would expect that pricing for all governmental entities who reside within Clark County shall be reflective of the same pricing structures, which the District receives for identical chemicals.

4. Page 58 Section E, 32 Delivery – 24 hours lead time. Sodium Hypochlorite's best performance is based upon the freshness of the material when delivered. Therefore this product is made to order. It's not reasonable to only allow 24 hours standard lead time for ordering prior to production and expected delivery. We'd request a min. 48 hours standard lead time and 24 hours in emergencies. OK?

BOARD OF TRUSTEES
Lawrence L. Brown III, *Chair.* Tick Segerblom, *Vice Chair.*
James B. Gibson. Justin Jones. Marilyn Kirkpatrick. Michael Naft. Lawrence Weekly
Thomas A. Minwegen, *General Manager*

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

ADDENDUM 1
WASTEWATER TREATMENT CHEMICALS
SOLICITATION NO. ITB-190032

Answer: Unfortunately, we cannot find the "24-hours lead time" referenced within this section. However, if you are referring to provisions 32.15 and 32.15.1, the District is stating that the Successful Bidder will be required to notify the District 24-hours in advance of when the shipment is to arrive at District facility.

****NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AND ANSWERED****

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

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

Douglas Moore

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

END OF ADDENDUM 1

The "Clean Water Team"	**CLARK COUNTY WATER RECLAMATION DISTRICT** **NOTICE OF INVITATION TO BID (ITB)** **SOLICITATION NO.: 190032**	**PROCUREMENT SOLUTIONS SECTION** 5857 E. Flamingo Rd. Las Vegas, Nevada 89122 702-668-8090

DESCRIPTION:	**Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite)**
SOLICITATION DUE DATE/TIME:	**May 9, 2019 at 2:00:00 P.M., PST**
SUBMITTAL LOCATION:	**Clark County Water Reclamation District Attn: Procurement Solutions Section 5857 E. Flamingo Rd. Las Vegas, Nevada 89122**
COMMODITY CATEGORY:	**Chemicals, Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite**

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

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

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

ALL BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Designated Contact Person :

Douglas Moore	**702-668-8094**
Name	Telephone Number
dmoore@cleanwaterteam.com	**April 15, 2019**
E-Mail Address	Date

SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

CONFIRMATION/RECEIPT FORM

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

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

PROSPECTIVE BIDDER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

SOLICTATION NO. 190032 BID PAGES: 84

DESCRIPTION: Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite)

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

Company Name: Pencco, Inc.
Company Address: PO Box 600
City / State / Zip: San Felipe, Tx 77473
Name / Title: Sarah Duffy Bid Sec.
Area Code/Phone Number: 979.885.0005
Area Code/Fax Number: 979.885.3208
Email Address: sarah@pencco.com

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

_____ Internet _____Plan Room _____E-mail _____Newspaper ✓ DemandStar

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

SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

HELPFUL BID INFORMATION

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

INTERNET



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

PREBID CONFERENCE ATTENDANCE

WE WANT YOU!



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

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

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

NEED ASSISTANCE?



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

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

1.0 INTENT OF INVITATION TO BID (ITB):

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

2.0 DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

2.16 **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Procurement Solutions Section.

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

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

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

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

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

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

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

3.0 DESIGNATED CONTACTS:

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

4.0 CONTACT WITH DISTRICT DURING BIDDING PROCESS:

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

5.0 PREBID CONFERENCE:

5.1 There will be "NO" Pre-Bid Conference scheduled for this ITB. Please e-mail all questions to the "Designated Contact Person" referenced on page one (1) of this ITB document. The DISTRICT will not accept any additional questions after **Tuesday, April 23, 2019 at 2:00 P.M., PST.**

6.0 ADDENDA AND INTERPRETATIONS:

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

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

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

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

additional questions after **Tuesday, April 23, 2019 at 2:00 P.M., PST.** The DISTRICT shall provide written response to all questions received in writing before the ITB submittal deadline. Questions received from all Prospective Bidders(s) shall be answered in writing via Addendum and e-mailed to all prospective Bidder(s) who are listed as having obtained a copy of the ITB, per the Confirmation/Receipt form attached within the Special Instructions to Bidder(s), Section "A" of this ITB document. Addenda shall also be made available via Clark County Water Reclamation District website at www.cleanwaterteam.com/ProcurementSolutions/Pages/busoppslisting.aspx.

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

7.0 DOCUMENT REVIEW:

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

8.0 PREPARATION OF BID FORM:

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

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

9.0 BID DOCUMENTS NECESSARY FOR SUBMITTAL:

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

10.0 SUBCONTRACTOR INFORMATION:

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

11.0 RESERVED:

12.0 DESCRIPTIVE LITERATURE:

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

12.1 Bidder may be requested to provide the latest printed specifications and advertising literature on the product(s) offered on its Bid Packet.

13.0 PRODUCTS:

13.1 New Product:

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

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

14.0 BRAND NAMES "OR EQUAL":

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

15.0 SUBSTITUTIONS:

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

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

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

15.1.3 Equivalent items may be subject to performance testing.

16.0 TEST MODELS:

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

17.0 RESERVED:

18.0 ORDER QUANTITIES AND UNIT PRICING:

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

19.0 BALANCE OF LINE DISCOUNT DEFINED:

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

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

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

20.0 DISCOUNT TERMS OF PAYMENT:

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

20.1.1 Examples:

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

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

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

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

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

21.0 ADDITIONAL BIDS:

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

22.0 DEVIATIONS TO TERMS AND CONDITIONS:

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

23.0 DURATION OF OFFER:

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

24.0 RESERVED:

25.0 BIDDER'S REPRESENTATION:

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

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

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

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

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

26.0 SUBMISSION OF BIDS:

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

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

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

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

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

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

27.0 COST TO PREPARE AND SUBMIT RESPONSE:

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

28.0 WITHDRAWAL OF BID:

28.1 Before Bid Opening

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

28.2 After the Bid Opening

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

28.2.1 All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future ITBs or may be required to forfeit its bid bond (if applicable).

29.0 LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:

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

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

30.0 REJECTION OF BID:

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

31.0 DISQUALIFICATION OF BIDDERS:

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

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

31.1.2 Lack of signature by an authorized representative.

31.1.3 Failure to properly complete the Bid Form.

31.1.4 Evidence of collusion among Bidders.

31.1.5 Unauthorized alteration to content of the Bid Form.

31.1.6 Failure to acknowledge all addenda issued.

32.0 TIE-BIDS:

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

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

33.0 PROTESTS:

33.1 Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

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

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

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

33.2.2 $250,000

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

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

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

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

34.0 METHOD OF AWARD:

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

35.0 NOTICE OF AWARD:

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

36.0 AUTHORIZED REPRESENTATIVE:

36.1 The individual signing the Official Bid Offer and Acceptance Form (Exhibit I) provided within this ITB document, upon request by the DISTRICT shall submit written evidence that they have the authority to bind their company in

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

matters relating to this bid. A corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority. Failure to provide suitable proof of authority may be cause for rejection of bid.

37.0 INITIAL TERM:

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

38.0 CONTRACT RENEWAL:

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

39.0 CONTRACT EXTENSION:

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

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

40.0 INSURANCE:

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

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

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

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

41.0 FAILURE TO MAINTAIN COVERAGE:

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

42.0 ADDITIONS & DELETIONS:

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

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

43.0 PRICE ADJUSTMENT REQUESTS:

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

43.2 □ Suitable Proof:

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

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

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

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

44.0 STOCKS AND WAREHOUSE FACILITIES:

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

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

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-190032

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

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

45.0 PRE-PERFORMANCE CONFERENCE:

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

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

45.2.1 Start-up and phase-in and performance schedule

45.2.2 Contract administration

45.2.3 Facilities utilization

45.2.4 Channels of communication

45.2.5 Procedures to be used to ensure SUCCESSFUL BIDDER can meet all the specified requirements of the CONTRACT.

46.0 STATE OF NEVADA LEGAL HOLIDAYS:

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

46.1.1 Martin Luther King's Birthday

46.1.2 Presidents' Day

46.1.3 Memorial Day

46.1.4 Independence Day

46.1.5 Labor Day

46.1.6 Nevada Admission Day

46.1.7 Veteran's Day

46.1.8 Thanksgiving Day and the Friday After

46.1.9 Christmas Day

46.1.10 New Year's Day

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

SECTION C - GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

1.0 ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

2.0 AUDITS:

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

3.0 AUTHORITY:

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

4.0 BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION:

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

5.0 CLARK COUNTY WATER RECLAMATION DISTRICT'S PROPERTY:

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

6.0 COLLUSION AND ADVANCE DISCLOSURES:

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

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

7.0 CONSUMPTION ESTIMATES:

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

8.0 CONTRACT AMENDMENTS:

SECTION C - GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

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

9.0 DISCLOSURE OF OWNERSHIP / PRINCIPALS:

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

10.0 DRUG-FREE WORKPLACE:

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

11.0 EMPLOYMENT OF UNAUTHORIZED ALIENS:

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

12.0 FEDERAL, STATE, LOCAL LAWS:

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

13.0 FISCAL FUNDING OUT:

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

14.0 FORCE MAJEURE:

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

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

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

16.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS:

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

SECTION C - GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

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

16.1.1 Amendment(s)

16.1.2 General Terms and Conditions

16.1.3 Addenda

16.1.4 Uniform Instructions to Bidders

16.1.5 Federal Requirements (If Applicable)

16.1.6 Special Terms and Conditions

16.1.7 Technical Specifications/Scope of Work

17.0 INDEMNITY:

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

18.0 INVOICING:

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

18.2 All invoices should include the following information:

18.2.1 Company Name

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

18.2.3 Telephone Number

18.2.4 Contact Person

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

18.2.6 DISTRICT Purchase Order Number

18.2.7 Company's Tax Identification Number

18.2.8 Bid Number

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

18.2.10 Percentage Discounts/ Payment Terms (if offered)

SECTION C - GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

18.2.11 Company's Invoice Number

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

19.0 INVOICE AUDITS:

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

20.0 NON-DISCRIMINATION:

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

21.0 NON-ENDORSEMENT:

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

22.0 OUT OF STATE SUPPLIERS:

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

23.0 PARTIAL PAYMENTS:

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

24.0 PATENT INDEMNITY:

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

SECTION C - GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

SUCCESSFUL BIDDER upon becoming aware of such claims or actions and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by DISTRICT.

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

25.0 PUBLIC RECORDS:

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

26.0 PURCHASE ORDERS:

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

27.0 RIGHT OF INSPECTION AND REJECTION:

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

28.0 SEVERABILITY:

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

29.0 SUBCONTRACTS:

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

30.0 SUBCONTRACTOR / INDEPENDENT CONTRACTOR:

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

SECTION C - GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

31.0 SUSPENSION BY THE DISTRICT FOR CONVENIENCE:

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

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

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

32.0 TAXES:

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

33.0 TERMINATION FOR CONVENIENCE:

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

34.0 TERMINATION FOR CAUSE:

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

35.0 TITLE AND RISK OF LOSS:

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

36.0 USE BY OTHER GOVERNMENT ENTITIES:

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

37.0 WARRANTY:

37.1 SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by DISTRICT, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective

SECTION C - GENERAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

38.0 ISRAEL BOYCOTT DISCLAIMER:

38.1 In accordance with NRS 332.065, by executing this Agreement, the SUCCESSFUL BIDDER certifies that it is not currently engaged in, and for the duration of the Term will not to engage in, a boycott of Israel.

39.0 DATA PRIVACY AND SECURITY:

39.1 Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

39.2 SUCCESSFUL BIDDER shall comply with Nevada's data security laws and with the terms and conditions set forth in this CONTRACT in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.

39.3 At least annually, SUCCESSFUL BIDDER shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.

39.4 SUCCESSFUL BIDDER shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this CONTRACT.

39.5 SUCCESSFUL BIDDER agrees to notify the DISTRICT, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to SUCCESSFUL BIDDER by the DISTRICT was, or is reasonably believed to have been, acquired by an unauthorized person.

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SECTION D - SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

1.0 DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER:

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

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

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

1.1.3 SUCCESSFUL BIDDER shall provide certified chemical analysis performed on a representative sample of the represented chemical produced per guidelines outlined within Section E-Specifications/Scope of Work.;

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

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

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

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

2.0 ENGLISH SPEAKING REPRESENTATIVE:

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

3.0 CONTRACT PERFORMANCE EVALUATION:

3.1 If the DISTRICT has ample/sufficient past performance documentation/justification and/or if the DISTRICT is required to conduct a new solicitation solely due to SUCCESSFUL BIDDER routine poor performance, whose CONTRACT was not terminated by cause, convenience and/or which the optional years were not exercised; the DISTRICT may reject any new bids/offers from the incumbent BIDDER, due to being non-responsible on the previous CONTRACT.

4.0 LOCATION AND HOURS:

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

4.2 Deliveries shall be made to the Laughlin Water Resource Center location at 450 Bruce Woodbury Drive, Laughlin, NV 89029, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 6:00 AM - 2:00 PM PST (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by DISTRICT'S authorized personnel.

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

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

SECTION D - SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

6.0 FAILURE TO DELIVER:

6.1 In the event that SUCCESSFUL BIDDER fails to deliver the product and/or service in accordance with the terms and conditions of CONTRACT, DISTRICT shall have the option to either terminate CONTRACT or temporarily procure the product and/or service from another supplier. If the product and/or service are procured from another supplier, SUCCESSFUL BIDDER shall pay to DISTRICT any difference between the bid price and the price paid to the other supplier.

7.0 DAMAGED OR DEFECTIVE PRODUCTS:

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

8.0 SUPPLIER'S STOCK:

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

9.0 SAFETY REQUIREMENTS:

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

10.0 PERFORMANCE REQUIREMENTS:

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

11.0 FIELD ENGINEERING/TECHNICAL EXPERT SERVICES:

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

12.0 TRAINING:

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

12.2 Such Safety sessions are to consist of the following:

12.3 A videotape, DVD, filmstrip, slide presentation, online/learning management information system and/or live trainer presentation on the general safe handling of the requested good(s).

12.4 Coverage in such presentation shall consist of the general characteristics and behavior of requested good(s).

SECTION D - SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

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

13.0 INVOICING REQUIREMENT:

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

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

14.0 DISPUTES:

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

15.0 LIQUIDATED DAMAGES - COMPLETION OF CONTRACT:

15.1 In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product and/or service within the time specified, or with such additional time as may be granted by the formal action of DISTRICT, SUCCESSFUL BIDDER shall pay to DISTRICT, as liquidated damages, **$1000.00** per calendar day. This sum shall be considered as reimbursement, in part, to DISTRICT for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

16.0 RESERVED:

17.0 AIR POLLUTION:

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

18.0 CLEANING UP:

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

19.0 MATERIAL SAFETY DATA SHEETS (MSDS):

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

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

19.1.2 National Sanitation Foundation certification for the quoted chemical.

19.1.3 Chemical certificate of analysis for the chemical being delivered.

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

SECTION D - SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-190032

20.0 VERIFICATION AND REQUIREMENTS:

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

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

21.0 DELIVERY:

21.1 SUCCESSFUL BIDDER shall email DISTRICT Designated Representative when order is ready to ship; DISTRICT shall provide SUCCESSFUL BIDDER with the Designated Representative(s) contact information (i.e. e-mail, telephone, mobile and fax numbers) at scheduled Pre-Performance Conference.

21.2 All deliveries must be onsite at the DISTRICT to unload no earlier than 6:00 AM and no later than 3:00 PM PST (Pacific Standard Time) on assigned scheduled delivery date.

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

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

21.4.1 Company Name

21.4.2 Purchase Order and/or Call Order Number (release number)

21.4.3 Date of Delivery and Date of Order

21.4.4 Materials Furnished - Quantity, unit price and extension of each item, and total in accordance with the Contract

21.4.5 Name of authorized representative ordering supplies

21.5 The SUCCESSFUL BIDDERS delivery ticket will be signed in duplicate by the SUCCESSFUL BIDDERS Designated Representative. One copy will be given to the DISTRICT'S Designated Representative who signs for the delivery and a second copy will be retained by the SUCCESSFUL BIDDER. If required by the DISTRICT, the SUCCESSFUL BIDDER will call/e-mail the DISTRICT'S Designated Representative prior to delivery.

21.6 The DISTRICT has the right to refuse delivery if requested good(s) is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

22.0 EQUIPMENT/MATERIAL AND SALARY RECOVERY:

22.1 SUCCESSFUL BIDDER shall be required to reimburse the DISTRICT via credit memo or a reduced invoice amount(s) for allowable cost, whereby DISTRICT personnel and/or equipment was utilized to assist SUCCESSFUL BIDDER in accomplishing any tasks as stipulated within SECTION E – SPECIFICATIONS/SCOPE OF WORK. DISTRICT personnel shall generate a Time(labor)/Equipment/Material "Work Breakdown Summary (WBS)", which adequately documents the amount of time DISTRICT personnel (hourly rate(s)) spent assisting the SUCCESSFUL BIDDER in completing the specified task(s). Moreover, for all DISTRICT equipment/materials used in performing a specified task(s) the DISTRICT shall describe in detail as

these costs shall be recouped based upon applicable market rate(s). The DISTRICT shall be required to provide the SUCCESSFUL BIDDER with a copy of the WBS within three (3) business days upon completion of the specified task(s).

22.2 SUCCESSFUL BIDDER shall provide DISTRICT with a credit memo or a reduced invoice amount(s) within thirty (30) days of receipt of WBS from the DISTRICT. All credit memo(s) shall reference DISTRICT CONTRACT/PO number and DISTRICT issued WBS documentation shall be attached.

22.3 Any DISTRICT issued WBS outside the period of performance of the specified task(s) are not allowable.

22.4 A WBS is only considered reasonable if the SUCCESSFUL BIDDER failed to provide adequate resources, equipment or materials required to complete the specified task(s) under normal circumstances.

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SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

1.0 INTENT:

1.1 The purpose of this contract is for the DISTRICT to both effectively and efficiently procure Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite), which are utilized by the DISTRICT to support its ongoing operational needs. Therefore, EXHIBIT VI (Bid Form Pricing Sheet) will be evaluated on the overall bid price and discounted rates per LOT. For consistency in the evaluation of the bid submittals, each prospective bidder shall complete the example bid items within each LOT(s) of interest within EXHIBIT VI (Bid Form Pricing Sheet). Availability and local field technical support are highly valued, depending on the example items and general complexities of its use and replenishment requirements which may require specific support services.

1.2 In order to assure that any ensuing contracts will allow the DISTRICT to fulfill current and future requirements, the DISTRICT reserves the right to award contracts to multiple Suppliers based upon the lowest bid per each LOT. The actual utilization of any contract will be at the sole discretion of the DISTRICT. The fact that the DISTRICT may make multiple awards should be taken into consideration by each prospective bidder.

1.3 The SUCCESSFUL BIDDER shall comply with all applicable Federal, State and local government laws and regulations concerning emission control, spill control, hazardous material control and safety standards in effect at the time of delivery to the DISTRICT.

1.4 These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the prospective bidder.

1.5 The DISTRICT reserves the right to allow other governmental agencies within the region (i.e. City of Las Vegas, Las Vegas Valley Water District, City of Henderson and the City of North Las Vegas) may join and utilize this contract. Moreover, the joining agency may require the SUCCESSFUL BIDDER to provide chemicals within totes.

2.0 SCOPE OF WORK:

2.1 The SUCCESSFUL BIDDER shall provide Wastewater Treatment Chemicals to the DISTRICT. The DISTRICT seeks Suppliers who can anticipate the needs and requirements of the DISTRICT; demonstrate the knowledge of all applicable industry standards, laws and/or regulations; and possess the willingness and ability to distribute, market to and service the DISTRICT.

2.2 The SUCCESSFUL BIDDER shall be responsible for providing 1) an authorized Account Representative(s) to deliver optimum customer service support, order fulfillment, offer customized reporting for re-ordering and standardization of supplies purchased by DISTRICT and/or participating Government Agency.

2.3 SUCCESSFUL BIDDER shall be named as an Authorized Distributor of Record (ADR) by the manufacturer and shall provide such record upon request by DISTRICT.

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SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

3.0 LOT 1 - GENERAL REQUIREMENTS FOR ALUMINUM SULFATE:

3.1 The SUCCESSFUL BIDDER shall ensure all loads of Liquid Aluminum Sulfate meet all requirements of this contract and these specifications. All specifications shall apply to the Liquid Aluminum Sulfate transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.

3.2 SUCCESSFUL BIDDER shall bid unit cost in $/lb of "dry alum". For the purposes of these specifications, "dry alum" is $Al_2(SO_4)_3 \cdot 14H_2O$.

3.3 The SUCCESSFUL BIDDER shall bill by weight of dry alum delivered in lb. The SUCCESSFUL BIDDER shall calculate the weight of dry alum delivered in each shipment, and the extended cost of each shipment as follows:

3.3.1 Wt. of dry alum in ship, in lb = (wt. of Liq. Alum. Sulf. in ship, in lb) (dry alum conc., in %, by wt.)

3.3.2 Cost of shipment, in $ = (wt. of dry alum in shipment, in lb)(unit cost, in $/lb of dry alum)

3.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT for each delivery that include the following:

3.4.1 Date of delivery

3.4.2 Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery

3.4.3 The net weight of Liquid Aluminum Sulfate delivered in pounds

3.4.4 The weight percentage of dry alum in the Liquid Aluminum Sulfate delivered

3.4.5 The weight of dry alum in the shipment, in pounds

3.4.6 The cost of the shipment, in U.S. dollars

4.0 COMPLIANCE WITH STANDARDS:

4.1 The Liquid Aluminum Sulfate shall conform to the latest revision of the American National Standards Institute (ANSI)/American Water Works Association Standard (AWWA) B403, Aluminum Sulfate - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

4.2 The Liquid Aluminum Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The SUCCESSFUL BIDDER shall provide evidence of this certification prior to award.

4.3 If SUCCESSFUL BIDDER ANSI/NSF Standard 60 certification for Liquid Aluminum Sulfate is ever revoked or lapses, the SUCCESSFUL BIDDER shall inform DISTRICT Designated Representative within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

4.4 All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

5.0 CHEMICAL COMPOSITION/IMPURITIES:

5.1 The Liquid Aluminum Sulfate shall be produced from ore, not from reclaimed aluminum metal.

5.2 During the life of the contract, the SUCCESSFUL BIDDER shall notify the DISTRICT of any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

5.3 The Liquid Aluminum Sulfate shall be of such clarity as to permit the reading of flow-measuring devices without

difficulty.

5.4 The Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23% as Al, or 8.0% as Al_2O_3, by weight. The literature specific gravity of Liquid Aluminum Sulfate at the minimum concentration is 1.32.

5.5 The Liquid Aluminum Sulfate shall contain less than or equal to 0.2% water-insoluble matter by weight.

5.6 The Liquid Aluminum Sulfate shall not contain any foreign matter or impurity that may damage or interfere with the DISTRICT'S equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the DISTRICT'S tanks. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from any foreign material or impurity.

5.7 The Liquid Aluminum Sulfate shall not contain any impurity in sufficient quantities that causes or may cause, by the DISTRICT'S normal usage of the Liquid Aluminum Sulfate; the DISTRICT to violate any existing permit limit or water quality standard; or any limit or standard that may be implemented during the term of this contract.

5.7.1 Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Aluminum Sulfate supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.

5.8 The Liquid Aluminum Sulfate supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage tanks/vessels.

5.9 Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Aluminum Sulfate shall be limited as follows:

	Impurity	Maximum Concentration in mg/kg	Maximum Reporting Detection Limit in mg/kg
5.9.2	total antimony	250	50
5.9.3	total arsenic	200	40
5.9.4	total barium	3000	600
5.9.5	total beryllium	200	40
5.9.6	total boron	250	50
5.9.7	total cadmium	5	1
5.9.8	total chromium	100	20
5.9.9	total copper	10	2
5.9.10	total iron	1000	200
5.9.11	total lead	5	1
5.9.12	total manganese	200	40
5.9.13	total mercury	0.02	0.004
5.9.14	total molybdenum	10	2
5.9.15	total nickel	40	8
5.9.16	total selenium	5	1
5.9.17	total silver	40	8
5.9.18	total thallium	25	5
5.9.19	total zinc	100	20

5.10 The DISTRICT reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

5.11 Any water used to make up the Liquid Aluminum Sulfate must contain less than 20 µg of per chlorate/L.

5.12 After written notification by the DISTRICT, the apparent lowest responsive BIDDER shall be required to submit within ten (10) business days, a certified chemical analysis performed on a representative sample of the Liquid Aluminum Sulfate from a typical lot and determine the parameters listed below. Prior to recommending the award of the Contract, the DISTRICT shall verify by means satisfactory to it that the samples submitted by the apparent

lowest responsive BIDDER conforms to the technical specifications/requirements. **If the apparent lowest responsive BIDDER sample fails to meet the minimum thresholds as outlined within these technical specifications/requirements and/or if the apparent lowest responsive Bidder fails to provide its samples within the ten (10) business day period, as required, the DISTRICT may reject the low bid and not consider it for further evaluation and move to the next lowest Bidder and so forth.** The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the DISTRICT.

5.12.1 Production lot number,

5.12.2 Date of manufacture,

5.12.3 Specific gravity, at 20 °C

5.12.4 Equivalent aluminum oxide concentration, in % Al_2O_3, by weight,

5.12.5 Aluminum concentration, in % Al, by weight,

5.12.6 Dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight

5.12.7 Free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight

5.12.8 Water-insoluble matter concentration, in %, by weight, and

5.12.9 All of the metals in the table 5.9.1 above, in mg/kg (Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table above.)

5.13 The SUCCESSFUL BIDDER shall supply the DISTRICT a detailed report for the sampling and analysis described above. The report shall contain a statement, signed and dated by a management-level representative of the SUCCESSFUL BIDDER, certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Aluminum Sulfate (to be) delivered to the DISTRICT. The report shall also contain evidence that all water sources used to make up the Liquid Aluminum Sulfate contained lèss than 20 µg per chlorate/L. The SUCCESSFUL BIDDER may use analytical data generated by the SUCCESSFUL BIDDER of the make-up water(s) or may collect and analyze samples of the make-up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

5.14 The SUCCESSFUL BIDDER shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The SUCCESSFUL BIDDER shall submit each calendar quarter's report to the DISTRICT on or before the last day of that calendar quarter.

5.15 The SUCCESSFUL BIDDER shall submit the reports from the sampling and analysis process described above to:

Clark County Water Reclamation District
Attn: TBD (DISTRICT Designated Representative)
Aluminum Sulfate Sample - Contract No. ITB-190032
6000 E. Rochelle Avenue
Las Vegas, NV 89122

5.15.1 The SUCCESSFUL BIDDER shall submit the initial report before the delivery of the first shipment. Failure of the SUCCESSFUL BIDDER to submit a complete report on time is sufficient cause to constitute breach of contract.

6.0 DELIVERY DOCUMENTS:

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

6.1 The SUCCESSFUL BIDDER shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

6.1.1 Date of delivery,

6.1.2 Bill of Lading/Weigh Slip Number

6.1.3 Gross weight of delivery vehicle and Liquid Aluminum Sulfate in pounds,

6.1.4 Tare weight of delivery vehicle in pounds, and

6.1.5 Net weight of Liquid Aluminum Sulfate in the delivery vehicle in pounds.

6.1.6 The dry weight in pounds shall match, the dry weight in pounds that is referenced on the SUCCESSFUL BIDDER'S Invoice.

6.2 The SUCCESSFUL BIDDER shall submit a Certificate of Analysis or Conformance to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the Certificate to the DISTRICT'S Designated Representative(s) receiving the shipment. The Certificate shall contain the following lot-specific information:

6.2.1 Production lot number,

6.2.2 Date of manufacture,

6.2.3 Specific gravity, at 20 °C

6.2.4 Equivalent aluminum oxide concentration, in % Al_2O_3, by weight,

6.2.5 Aluminum concentration, in % Al, by weight,

6.2.6 Dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight

6.2.7 Free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight

6.2.8 Water-insoluble matter concentration, in %, by weight,

6.3 Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

6.4 The SUCCESSFUL BIDDER shall include any charges for the Certificates in the bid price.

7.0 DELIVERY LOGISTICS:

7.1 Tanker truck deliveries of Liquid Aluminum Sulfate shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Aluminum Sulfate. The DISTRICTS current delivery schedule is approximately: One truck/tanker two times per week, which equates to approximately 102 loads per year.

7.1.1 Tanker truck deliveries of Liquid Aluminum Sulfate shall be made to the DISTRICT'S Laughlin Water Resource Facility, 450 Bruce Woodbury, Laughlin, NV 89029. The District will provide tank readings as necessary and will maintain/monitor minimum levels of Liquid Aluminum Sulfate. The DISTRICTS current delivery schedule is approximately: One truck/tanker every month, which equates to approximately 5000 gallons per load at 12-15 times per year.

7.2 The SUCCESSFUL BIDDER shall ship the Liquid Aluminum Sulfate to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

7.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

7.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.

7.5 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Aluminum Sulfate delivered in pounds.

7.5.1 It will be the DISTRICT'S expectations that the weight of the Liquid Aluminum Sulfate delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Aluminum Sulfate in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the DISTRICT'S storage tanks/vessels.

7.6 The Liquid Aluminum Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7.7 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Aluminum Sulfate shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for the DISTRICT to reject the load.

7.8 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Aluminum Sulfate in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment and shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDERS'S driver shall follow the instructions posted at the unloading station.

7.9 The SUCCESSFUL BIDDER'S driver shall follow all DISTRICT security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.

7.10 Before unloading, the SUCCESSFUL BIDDER'S driver shall notify DISTRICT'S Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER'S driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the DISTRICT'S Designated Representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Aluminum Sulfate is delivered.

7.11 The DISTRICT reserves the right to conduct sample analysis of the Liquid Aluminum Sulfate to determine if the Liquid Aluminum Sulfate meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

7.11.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Aluminum Sulfate, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Aluminum Sulfate within 24 hours of being notified by the DISTRICT, without additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Aluminum Sulfate and any associated cost incurred by the DISTRICT for the removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material, which the DISTRICT rejects.

7.12 All SUCCESSFUL BIDDER'S drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

7.13 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Aluminum Sulfate to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.

7.14 FWRC delivery times at the DISTRICT are between the hours of 6:00 AM – 4:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. ***NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.***

7.14.1 Laughlin delivery times at the DISTRICT are between the hours of 6:00 AM – 2:00 PM, PST (Pacific Standard Time), Monday through Friday. The DISTRICT shall be given 24 hours' notice of required delivery date. ***NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.***

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SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

8.0 LOT 2 - GENERAL REQUIREMENTS FOR CITRIC ACID:

8.1 The SUCCESSFUL BIDDER shall ensure all loads of Citric Acid meet all requirements of this contract and these specifications. All specifications shall apply to the Citric Acid transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.

8.2 SUCCESSFUL BIDDER shall bid unit cost in $/lb of "Citric Acid" for the purposes of these specifications, "$C_6H_8O_7$."

8.3 The SUCCESSFUL BIDDER shall bill by weight of Citric Acid delivered in lb. The SUCCESSFUL BIDDER shall calculate the weight of dry Citric Acid delivered in each shipment, and the extended cost of each shipment as follows:

8.3.1 Wt. of Citric Acid in ship, in lb = (wt. of Liq. Citric Acid in ship, in lb)

8.3.2 Cost of shipment, in $ = (wt. of Citric Acid in shipment, in lb)(unit cost, in $/lb of dry Citric Acid)

8.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT for each delivery that include the following:

8.4.1 Date of delivery

8.4.2 Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery

8.4.3 The net weight of Liquid Citric Acid delivered in pounds

8.4.4 The weight percentage of Citric Acid in the Liquid Citric Acid delivered

8.4.5 The weight of Citric Acid in the shipment, in pounds

8.4.6 The cost of the shipment, in U.S. dollars

9.0 COMPLIANCE WITH STANDARDS:

9.1 The Citric Acid shall conform to the latest revision of the American National Standards Institute (ANSI)/American Water Works Association Standard (AWWA) B403, Citric Acid - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Citric Acid contract for breach.

9.2 The Liquid Citric Acid shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The SUCCESSFUL BIDDER shall provide evidence of this certification prior to award.

9.3 If SUCCESSFUL BIDDER ANSI/NSF Standard 60 certification for Liquid Citric Acid is ever revoked or lapses, the SUCCESSFUL BIDDER shall inform DISTRICT Designated Representative within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Citric Acid contract for breach.

9.4 All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

10.0 CHEMICAL COMPOSITION/IMPURITIES:

10.1 During the life of the contract, the SUCCESSFUL BIDDER shall notify the DISTRICT of any changes in the manufacturing of the Liquid Citric Acid that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

10.2 The Liquid Citric Acid shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

10.3 The Liquid Citric Acid shall contain water-soluble Citric Acid of not less than 49% Citric Acid by weight. The literature specific gravity of Liquid Citric Acid at the minimum concentration is 1.24.

10.4 The Liquid Citric Acid shall contain less than or equal to 0.2% water-insoluble matter by weight.

10.5 The Liquid Citric Acid shall not contain any foreign matter or impurity that may damage or interfere with the DISTRICT'S equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the DISTRICT'S tanks. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from any foreign material or impurity.

10.6 The Liquid Citric Acid shall not contain any impurity in sufficient quantities that causes or may cause, by the DISTRICT'S normal usage of the Liquid Citric Acid; the DISTRICT to violate any existing permit limit or water quality standard; or any limit or standard that may be implemented during the term of this contract.

10.6.1 Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Citric Acid supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.

10.7 The Liquid Citric Acid supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage tanks/vessels.

10.8 Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Citric Acid shall be limited as follows:

	Impurity	**Maximum Concentration in**
10.8.1		
10.8.2	Oxalic acid	≤ 100 ppm
10.8.3	Heavy Metals (as Pb)	≤ 5 ppm
10.8.4	As (Arsenic)	≤ 1 ppm
10.8.5	Hg (Mercury)	≤ 1ppm
10.8.6	Pb (Lead)	≤ 1 ppm

10.9 The DISTRICT reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10.10 After written notification by the DISTRICT, the apparent lowest responsive BIDDER shall be required to submit within ten (10) business days, a certified chemical analysis performed on a representative sample of the Liquid Citric Acid from a typical lot and determine the parameters listed below. Prior to recommending the award of the Contract, the DISTRICT shall verify by means satisfactory to it that the samples submitted by the apparent lowest responsive BIDDER conforms to the technical specifications/requirements. **If the apparent lowest responsive BIDDER sample fails to meet the minimum thresholds as outlined within these technical specifications/requirements and/or if the apparent lowest responsive Bidder fails to provide its samples within the ten (10) business day period, as required, the DISTRICT may reject the low bid and not consider it for further evaluation and move to the next lowest Bidder and so forth.** The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the DISTRICT.

10.10.1 Production lot number,

10.10.2 Date of manufacture,

10.10.3 Specific gravity, at 20 °C

10.10.4 Citric Acid concentration, in % Citric Acid, by weight

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

10.11 The SUCCESSFUL BIDDER shall supply the DISTRICT a detailed report for the sampling and analysis described above. The report shall contain a statement, signed and dated by a management-level representative of the SUCCESSFUL BIDDER, certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Citric Acid (to be) delivered to the DISTRICT. The report shall also contain evidence that all water sources used to make up the Liquid Citric Acid contained less than 20 µg per chlorate/L. The SUCCESSFUL BIDDER may use analytical data generated by the SUCCESSFUL BIDDER of the make-up water(s) or may collect and analyze samples of the make-up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

10.12 The SUCCESSFUL BIDDER shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Citric Acid that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The SUCCESSFUL BIDDER shall submit each calendar quarter's report to the DISTRICT on or before the last day of that calendar quarter.

10.13 The SUCCESSFUL BIDDER shall submit the reports from the sampling and analysis process described above to:

Clark County Water Reclamation District
Attn: TBD (DISTRICT Designated Representative)
Citric Acid Sample - Contract No. ITB-190032
6000 E. Rochelle Avenue
Las Vegas, NV 89122

10.13.1 The SUCCESSFUL BIDDER shall submit the initial report before the delivery of the first shipment. Failure of the SUCCESSFUL BIDDER to submit a complete report on time is sufficient cause to constitute breach of contract.

11.0 DELIVERY DOCUMENTS:

11.1 The SUCCESSFUL BIDDER shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

11.1.1 Date of delivery,

11.1.2 Bill of Lading/Weigh Slip Number

11.1.3 Gross weight of delivery vehicle and Liquid Citric Acid in pounds,

11.1.4 Tare weight of delivery vehicle in pounds, and

11.1.5 Net weight of Liquid Citric Acid in the delivery vehicle in pounds.

11.1.6 The weight in pounds shall match, the weight in pounds that is referenced on the SUCCESSFUL BIDDER'S Invoice.

11.2 The SUCCESSFUL BIDDER shall submit a Certificate of Analysis or Conformance to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the Certificate to the DISTRICT'S Designated Representative(s) receiving the shipment. The Certificate shall contain the following lot-specific information:

11.2.1 Production lot number,

11.2.2 Date of manufacture,

11.2.3 Specific gravity, at 20 °C

11.2.4 Citric Acid concentration, in % Citric Acid, by weight

11.3 Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

11.4 The SUCCESSFUL BIDDER shall include any charges for the Certificates in the bid price.

12.0 DELIVERY LOGISTICS:

12.1 Tanker truck deliveries of Liquid Citric Acid shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Citric Acid. The DISTRICTS current delivery schedule is approximately: One truck/tanker every six months, which equates to approximately 2 loads per year.

12.2 The SUCCESSFUL BIDDER shall ship the Liquid Citric Acid to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.

12.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

12.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.

12.5 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Citric Acid delivered in pounds.

12.5.1 It will be the DISTRICT'S expectations that the weight of the Liquid Citric Acid delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Citric Acid in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Citric Acid from the delivery vehicle to the DISTRICT'S storage tanks/vessels.

12.6 The Liquid Citric Acid shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

12.7 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Citric Acid shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for the DISTRICT to reject the load.

12.8 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Citric Acid in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment and shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDERS'S driver shall follow the instructions posted at the unloading station.

12.9 The SUCCESSFUL BIDDER'S driver shall follow all DISTRICT security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.

12.10 Before unloading, the SUCCESSFUL BIDDER'S driver shall notify DISTRICT'S Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER'S driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the DISTRICT'S Designated Representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in

these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Citric Acid is delivered.

12.11 The DISTRICT reserves the right to conduct sample analysis of the Liquid Citric Acid to determine if the Liquid Citric Acid meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

12.11.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Citric Acid, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Citric Acid within 24 hours of being notified by the DISTRICT, without additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Citric Acid and any associated cost incurred by the DISTRICT for the removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material, which the DISTRICT rejects.

12.12 All SUCCESSFUL BIDDER'S drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.

12.13 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Citric Acid to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.

12.14 Delivery times at the DISTRICT are between the hours of 6:00 AM – 4:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. ***NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.***

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SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

13.0 LOT 3 - GENERAL REQUIREMENTS FOR FERRIC CHLORIDE:

13.1 The SUCCESSFUL BIDDER recognizes that the DISTRICT'S successful operation of its Water Resource Facilities is dependent upon the use of Ferric Chloride, which shall meet and be in compliance with the minimum quality standards as stated within these specifications. Therefore, in order for the DISTRICT to monitor and insure quality standards, the SUCCESSFUL BIDDER shall provide to the DISTRICT a written analysis of each shipment prior to, or at the time of receipt of each shipment.

13.2 The SUCCESSFUL BIDDER shall certify in writing that each load of Ferric Chloride delivered to the DISTRICT is compliant with the quality requirements of these specifications. The SUCCESSFUL BIDDER shall provide the DISTRICT Designated Representative(s) with a certificate of analysis. In any event, the SUCCESSFUL BIDDER recognizes that delivery of Ferric Chloride meeting the requirements of these specifications is the SUCCESSFUL BIDDER'S sole responsibility and that the DISTRICT shall not be required to accept delivery of any amount of Ferric Chloride not complying with the quality requirements of these specifications.

13.2.1 "Acceptance of Delivery" shall for the purpose of this agreement occur when the DISTRICT transfers a delivery of Ferric Chloride from the SUCCESSFUL BIDDER'S delivery vehicle to the DISTRICT'S onsite storage facility(s) and/or Storage Totes. The SUCCESSFUL BIDDER shall remain solely responsible for the quality of Ferric Chloride prior to acceptance of delivery; acceptance of delivery by the DISTRICT shall not in any respect release the SUCCESSFUL BIDDER from liability for damages to the DISTRICT as a result of delivery by the SUCCESSFUL BIDDER of any load, which at time of delivery did not meet the DISTRICT'S minimum quality standards.

13.2.2 The SUCCESSFUL BIDDER failure to provide Ferric Chloride proper quality will constitute a breach of this agreement, for which the DISTRICT may seek alternative sources of suitable materials at the SUCCESSFUL BIDDER'S expense, remedies herein, or other remedies as otherwise available by law or equity. In any event, the DISTRICT shall not be responsible for payment of compensation to the SUCCESSFUL BIDDER for delivery of Ferric Chloride, which does not substantially conform to the requirements stated within these specifications.

14.0 MINIMUM REQUIREMENTS:

14.1 The Ferric Chloride chemicals will be used primarily for coagulating undigested activated sewage sludge to aid in filtration on drum-type vacuum filters at the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Ave., Las Vegas, NV 89122. The sewage sludge solids after filtration shall be disposed of by land fill.

14.2 ***Description:***

14.2.1 The Ferric Chloride provided must be the primary product of a chemical reaction between hydrochloric acid, chlorine and iron ore. Use of byproducts generated from the production of other materials (such as titanium dioxide) is expressly prohibited under this specification. It shall be provided as a liquid and contain no substance, either in solution or suspension, capable of producing a deleterious or injurious effect upon public health water quality or bio-solids quality, treated with the material.

14.2.2 The Ferric Chloride provided shall meet the current version of the American Water Works Associations Standard ANSI/AWWA B407-93 for liquid ferric chloride, be approved for potable water treatment and be tested and certified to meet the American National Standards Institute/National Sanitation Foundation Standard 60 for Drinking Water Chemicals – Health Effects.

14.3 ***Physical:***

14.3.1 The Ferric Chloride provided shall be red-brown clear, such that the reading of Rota meter type flow measuring devices can be done without difficulty. Suspended material shall not exceed 0.05% by weight or volume. Specific gravity of liquid shall be 1.40 +/- .02 at 25 degrees Celsius. Dissolved solids content of the liquid delivered product shall be free of sand, grit and other materials that may plug up the delivery apparatus; it shall be such that no gross solidification will occur at four (4) degrees Celsius for twenty-four (24) hours ambient temperatures in Clark County, Nevada.

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

14.4 ***Chemical Composition:***

14.4.1 The Ferric Chloride, as delivered, shall not be in a solution of not less than 37% but not more that 42% FeCl3 by weight. The total iron as ferrous shall not exceed 0.5%. The free acid as hydrochloric shall not exceed 0.5%.

15.0 ANALYSIS & SAMPLING:

15.1 ***Analysis:***

15.1.1 After written notification by the DISTRICT, the apparent lowest responsive BIDDER shall be required to submit within ten (10) business days, a certified chemical analysis performed on a representative sample of the FeCl3 produced by more than one manufacturer. Moreover, the apparent lowest responsive BIDDER must submit an analysis for each manufacturer. For each analysis submitted, the apparent lowest responsive **BIDDER** shall identify the manufacturer and plant location and list the source for raw materials used to produce the FeCl3 including the supplier name and location. All analyses shall be performed per the section titled "Testing Methods" of the American Water Works Association (AWWA) Standards for Ferric Chloride.

15.1.2 Prior to recommending the award of the Contract, the DISTRICT shall verify by means satisfactory to it that the samples submitted by the apparent lowest responsive BIDDER conforms to the technical specifications/requirements. **If the apparent lowest responsive BIDDER sample fails to meet the minimum thresholds as outlined within these technical specifications/requirements and/or if the apparent lowest responsive Bidder fails to provide its samples within the ten (10) business day period, as required, the DISTRICT may reject the low bid and not consider it for further evaluation and move to the next lowest Bidder and so forth.**

15.1.3 The following information shall be provided to the DISTRICT Designated Representative from one load of Ferric Chloride delivered each quarter. Data is to be reposted to the DISTRICT within one (1) month after the load is delivered by the SUCCESSFUL BIDDER. Throughout the life of this contract, the DISTRICT reserves the right to order the following information on as needed basis:

15.1.3.1 Production lot number

15.1.3.2 Delivery Date

15.1.3.3 All Impurities listed in Specification No. 16.2

15.1.3.4 Source of water used to prepare the Ferric Chloride

15.1.3.5 Source of water used to perform any subsequent dilution's of the Ferric Chloride prior to delivery to the Owner

15.1.3.6 Cadmium, mg Cd/L

15.1.3.7 Chromium, mg Cr/L

15.1.3.8 Copper, mg Cu/L

15.1.3.9 Mercury, mg Hg/L

15.1.3.10 Molybdenum, mg Mo/L

15.1.3.11 Perchlorate concentration in the water used to prepare lots specified. The detection limit for Perchlorate analysis shall be adequate to determine the compliance with the specifications.

15.2 ***Sampling:***

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

15.2.1 Sampling a shipment of FeCl3 for analysis in case of possible chemical or physical anomalies, shall be conducted to comply with the section entitled "Testing Methods" of the AWWA Standards on a random basis.

15.3 ***Delivered Sampling:***

15.3.1 A sample may be required from the SUCCESSFUL BIDDER. Upon receipt of a written request, within ten (10) calendar days, the SUCCESSFUL BIDDER shall provide one (1) sample of a 1,000 ml and one (1) copy of analysis for each proposed manufacturer. All samples are to be labeled: "Ferric Chloride Sample, Contract No. ITB-190032" and identify the manufacturer and manufacturer's plant location.

15.3.2 Location for shipping the samples is as follows:

Clark County Water Reclamation District
Attn: TBD (DISTRICT Designated Representative)
Ferric Chloride Sample - Contract No. ITB-190032
6000 E. Rochelle Avenue
Las Vegas, NV 89122

15.3.3 Thereafter, throughout the life of the contract, the DISTRICT has the right to request samples.

16.0 CONTAMINATION:

16.1 The delivery truck must only be used to transport Ferric Chloride and be washed out prior to loading Ferric Chloride to avoid contamination. The tank truck container shall be carefully inspected by the SUCCESSFUL BIDDER to ensure freedom from contaminant material prior to loading of the Ferric Chloride supplied under these specifications.

16.2 Impurities shall not exceed the levels set forth in the following table:

	IMPURITY	IMPURITY LEVEL
16.2.1		
16.2.2		Mg/L or ppm
16.2.3	Arsenic	80
16.2.4	Cadmium	30
16.2.5	Chromium	80
16.2.6	Copper	80
16.2.7	Lead	80
16.2.8	Mercury	3
16.2.9	Molybdenum	20
16.2.10	Perchlorate	Less than 20 ppb
16.2.11	Selenium	20
16.2.12	Silver	80

17.0 DELIVERY LOGISTICS:

17.1 Tanker truck deliveries of Ferric Chloride shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Ferric Chloride. The DISTRICTS current delivery schedule is approximately: three truck/tanker every four days including weekends, which equates to approximately 0.76 loads/day or 23 loads/month on average.

17.1.1 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Ferric Chloride to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.

17.2 Delivery times at the DISTRICT are between the hours of 6:00 AM – 4:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date.

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

17.3 The Ferric Chloride shall be as "bulk" liquid in delivery quantities of approximately 50,000 lbs. containers for deliveries to the DISTRICT. Each delivery shall be accompanied by a certified weight slip, material safety data sheet (MSDS) and a certificate of analysis.

17.4 Certificate of Analysis: It is the SUCCESSFUL BIDDER'S responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the DISTRICT. The certificate shall be signed by an authorized employee of the SUCESSFUL BIDDER and specify the following information to the DISTRICT Designated Representative:

17.4.1 Production lot number

17.4.2 Percent by weight – total iron

17.4.3 Percent by weight – ferric iron

17.4.4 Percent by weight – ferrous iron

17.4.5 Percent free hydrochloric acid

17.4.6 Liquid specific gravity

17.4.7 Date of analysis

17.4.8 Date of manufacture

17.4.9 Bill of Lading Number

17.5 No deliveries will be accepted by the DISTRICT unless accompanied by a Material Compliance Certificate of analysis for the specific batch or lot of chemical delivered and the specifications listed above are met.

17.6 Sampling and testing shall be conducted in accordance with the AWWA:ANSI and ASTM specifications.

17.7 Charges for the certificate of analysis shall be factored and included within the bid price. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load.

17.8 A sample of the delivered product may be collected by the Owner's representative at the time of delivery. The samples may be used to verify the certificate of analysis and determine compliance with these specifications.

17.9 Failure to provide reliable, analytical data may constitute a breach of contract.

18.0 BILL OF LADING:

18.1 The bill of lading shall contain the following information:

18.1.1 Product name & uniform CAS number

18.1.2 Net Weight

18.1.3 % FeCl3

18.1.4 Specific Gravity

18.1.5 Date Delivered

18.1.6 Reference number

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

18.1.7 District Purchase Order number

18.1.8 Point of Origin

18.2 Support documentation may be attached but the above must be on the bill of lading.

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SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

19.0 LOT 4 - GENERAL REQUIREMENTS FOR SODIUM BISULFITE:

19.1 All deliveries of (37.5 -40%) Liquid Sodium Bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.

19.2 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The SUCCESSFUL BIDDER shall bill by weight of NaHSO3 in pounds. The SUCCESSFUL BIDDER shall calculate the weight of NaHSO3 in each shipment as follows:

19.2.1 Wt. of $NaHSO_3$ in shipment, in lb = (shipment wt., in lb)($NaHSO_3$, in % by wt.)

19.2.2 Cost of shipment, in $ = (wt. of $NaHSO_3$ in shipment, in lb)(cost of $NaHSO_3$, in $/lb of $NaHSO_3$)

19.3 The SUCCESSFUL BIDDER shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

19.3.1 Date of delivery

19.3.2 Gross weight of delivery vehicle and product in pounds

19.3.3 Tare weight of delivery vehicle in pounds

19.3.4 Net weight of product in the delivery vehicle in pounds

19.3.5 It will be the DISTRICT'S expectations that the weight of the Liquid Sodium Bisulfite delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Sodium Bisulfite in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Sodium Bisulfite from the delivery vehicle to the DISTRICT'S storage tanks/vessels.

19.3.6 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.

19.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT that include the following:

19.4.1 Date of delivery

19.4.2 The weight of product (solution) delivered in pounds

19.4.3 The weight of percentage of $NaHSO_3$ in the solution delivered

19.4.4 Calculation of the weight of $NaHSO_3$ in the shipment, in pounds

19.4.5 Calculation of the cost of the shipment, in US dollars

19.5 Bidder(s) shall bid unit and extended costs in $/lb of $NaHSO_3$

20.0 CHEMICAL COMPOSITION:

20.1 The Liquid Sodium Bisulfite shall be clear and shall contain less than or equal to .5% insoluble matter by weight.

20.2 37.5-40% Liquid Sodium Bisulfite, the Liquid Sodium Bisulfite shall contain 37.5% to 40% Sodium Bisulfite (23.1% to 24.69% available Sulfur Dioxide) by weight. The specific gravity of the Liquid Sodium Bisulfite shall be 1.307 to 1.330 (at 60 °F).

20.3 The Liquid Sodium Bisulfite shall contain less than or equal 2% sodium sulfate by weight

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

20.4 The Liquid Sodium Bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the Liquid Sodium Bisulfite, the DISTRICT to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.

20.5 The Liquid Sodium Bisulfite shall not contain any foreign matter that may damage the DISTRICT'S equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the SUCCESSFUL BIDDER'S equipment. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from such foreign material.

20.6 Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Bisulfite supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.

20.7 The DISTRICT reserves the right to add specific impurity listings and maximum impurity level to the existing listings as is required to meet all permit limits and water quality standards.

20.8 Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Bisulfite shall be limited as follows:

	Impurity	**Maximum Concentration in mg/L**	**Maximum Reporting Detection Limit in mg/L**
20.8.2	total antimony	75	15
20.8.3	total arsenic	50	10
20.8.4	total barium	1000	200
20.8.5	total beryllium	50	10
20.8.6	total boron	75	15
20.8.7	total cadmium	2	0.4
20.8.8	total chromium	20	4
20.8.9	total copper	4	0.8
20.8.10	total iron	50	10
20.8.11	total lead	1	0.2
20.8.12	total manganese	40	8
20.8.13	total mercury	0.01	0.002
20.8.14	total molybdenum	2	0.4
20.8.15	total nickel	10	2
20.8.16	total selenium	3	0.6
20.8.17	total silver	10	2
20.8.18	total thallium	10	2
20.8.19	total zinc	30	6

Note: The maximum concentrations for metals were calculated from the expected quantity to be used at the FWRC for dichlorination and water quality standards in the Clark County Wash. The iron specification was lowered from the calculated value of 200 mg/L to 50 mg/L.

20.8.20 Any water used to make up the Liquid Sodium Bisulfite must contain less than 20 µg per chlorate/L.

20.8.21 The SUCCESSFUL BIDDER shall ensure all loads of the Liquid Sodium Bisulfite meet the minimum requirements as stated within. After written notification by the DISTRICT, the apparent lowest responsive BIDDER shall be required to submit within ten (10) business days, a certified chemical analysis performed on a representative sample of the Liquid Sodium Bisulfite from a typical lot and determine all the constituents listed in Item 30.2) and specific gravity. Prior to recommending the award of the Contract, the DISTRICT shall verify by means satisfactory to it that the samples submitted by the apparent lowest responsive BIDDER conforms to the technical specifications/requirements. **If the apparent lowest responsive BIDDER sample fails to meet the minimum thresholds as outlined within these technical specifications/requirements and/or if the apparent lowest responsive Bidder fails to provide its samples within the ten (10) business day period, as required, the DISTRICT may reject the low bid and not consider it for further evaluation and move to the next lowest Bidder and so forth.** The sampling shall conform to industry standard practices. The analytical laboratory and

their sample preparation and analysis methods must be acceptable to the DISTRICT. The reporting units and maximum analytical reporting detection limits are listed in Item 20.8) above.

20.8.22 The SUCCESSFUL BIDDER shall supply the DISTRICT a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the SUCCESSFUL BIDDER, certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the DISTRICT. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Bisulfite contain less than 20 µg per chlorate/L. The SUCCESSFUL BIDDER may use analytical data generated by the SUCCESSFUL BIDDER of the make-up water(s) or the SUCCESSFUL BIDDER may collect and analyze samples of the make-up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

20.8.23 The SUCCESSFUL BIDDER shall complete the sampling and analysis processes described above once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The SUCCESSFUL BIDDER shall submit each report to the DISTRICT on or before the last day of each calendar quarter.

20.8.24 The SUCCESSFUL BIDDER shall submit the report described above to:

Clark County Water Reclamation District
Attn: TBD (DISTRICT Designated Representative)
Sodium Bisulfite Sample - Contract No. ITB-190032
6000 E. Rochelle Avenue
Las Vegas, NV 89122

The SUCCESSFUL BIDDER shall submit the initial report before the delivery of the first shipment. Failure of the SUCCESSFUL BIDDER to submit a complete report on time is sufficient cause to constitute breach of contract.

20.8.25 The Liquid Sodium Bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage vessels.

21.0 CERTIFICATE OF ANALYSIS/CERTIFICATE OF CONFORMANCE:

21.1 The SUCCESSFUL BIDDER shall submit a certificate of analysis to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the certificate to the DISTRICT'S Designated Representative(s) receiving the shipment. The certificate shall contain the following lot-specific information:

21.1.1 Production lot or batch number

21.1.2 Date of manufacture

21.1.3 Specific gravity

21.1.4 Sodium bisulfite, in % $NaHSO_3$, and % available SO_2, by weight

21.1.5 Sodium sulfate, in % Na_2SO_4, by weight

21.1.6 Insoluble matter, in %, by weight

21.1.7 Date(s) of analyses

21.2 Failure of SUCCESSFUL BIDDER to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities on 20.0 above, shall also be sufficient cause to reject the load.

21.3 The SUCCESSFUL BIDDER shall include any charges for the certificates in the bid price.

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

22.0 DELIVERY LOGISTICS:

22.1 Tanker truck deliveries of Liquid Sodium Bisulfite shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Sodium Bisulfite. The DISTRICTS current delivery schedule is approximately: One truck/tanker every seven weeks, which equates to approximately 7 loads per year.

22.1.1 Tanker truck deliveries of Liquid Sodium Bisulfite shall be made to the DISTRICT'S Laughlin Water Resource Facility, 450 Bruce Woodbury, Laughlin, NV 89029. The District will provide tank readings as necessary and will maintain/monitor minimum levels of Liquid Sodium Bisulfite. The DISTRICTS current delivery schedule is approximately: One truck/tanker every five/six weeks, which equates to approximately 600-800 gallons per load at 7-10 times per year.

22.2 The SUCCESSFUL BIDDER shall ship the Liquid Sodium Bisulfite to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.

22.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

22.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.

22.5 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Sodium Bisulfite delivered in pounds. It will be the DISTRICT'S expectations that the weight of the Liquid Aluminum Sulfate delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Aluminum Sulfate in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the DISTRICT'S storage tanks/vessels.

22.6 The Liquid Sodium Bisulfite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

22.7 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Bisulfite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

22.8 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Bisulfite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment and shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the SUCCESSFUL BIDDER'S driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDER driver shall follow the instructions posted at the unloading station.

22.9 The SUCCESSFUL BIDDER driver shall follow all DISTRICT security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.

22.10 Before unloading, the SUCCESSFUL BIDDER driver shall notify DISTRICT Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the DISTRICT Designated Representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Bisulfite is delivered.

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

22.11 The DISTRICT reserves the right to conduct a sample analysis of the Liquid Sodium Bisulfite to determine if the liquid sodium bisulfite meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

22.11.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Sodium Bisulfite, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Sodium Bisulfite within 24 hours of being notified by the DISTRICT, without any additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Sodium Bisulfite and the cost for removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material the DISTRICT rejects.

22.12 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.

22.13 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Sodium Bisulfite to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.

22.14 FWRC delivery times at the DISTRICT are between the hours of 6:00 AM – 4:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

22.14.1 Laughlin delivery times at the DISTRICT are between the hours of 6:00 AM – 2:00 PM, PST (Pacific Standard Time), Monday through Friday. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

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SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

23.0 LOT 5 - GENERAL REQUIREMENTS FOR SODIUM HYDROXIDE:

23.1 The SUCCESSFUL BIDDER shall ensure all loads of Liquid Sodium Hydroxide meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.

23.2 Prospective Bidder(s) shall bid unit and extended costs in $/lb of Na_2O (76% basis).

23.3 The SUCCESSFUL BIDDER shall bill by weight of Na_2O (76% basis) delivered in pounds. The SUCCESSFUL BIDDER shall calculate the weight of Na_2O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:

23.3.1 Wt. of Na_2O in shipment = (shipment wt., in lb)(Na_2O, in % by wt.)

23.3.2 Wt. of Na_2O (76% basis) in shipment = (wt. of Na_2O in shipment)/0.76

23.3.3 Cost of ship., in $ = [wt. of Na_2O (76% basis) in ship., in lb][cost of Na_2O, in $/lb of Na_2O (76% basis)]

23.3.4 Note: Na_2O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.

23.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT for each delivery that include the following:

23.4.1 Date of delivery

23.4.2 The weight of product (solution) delivered in pounds

23.4.3 The weight percent of Na_2O in the solution delivered

23.4.4 Calculation of the weight of Na_2O delivered

23.4.5 Calculation of the weight of Na_2O (76% basis) delivered

23.4.6 Calculation of the cost of the shipment, in dollars

23.4.7 Calculation of the weight percent of NaOH in the solution delivered

24.0 COMPLIANCE WITH STANDARDS:

24.1 The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

24.2 The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Prospective Bidders shall provide evidence of this certification prior to award. The SUCCESSFUL BIDDER shall supply evidence of this certification throughout the term of the contract.

24.3 If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the SUCCESSFUL BIDDER shall inform the DISTRICT within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

24.4 All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

25.0 CHEMICAL COMPOSITION/IMPURITIES:

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

25.1 During the life of the contract, the SUCCESSFUL BIDDER shall notify the DISTRICT of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

25.2 The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

		NaOH, in % by wt.	Na_2O, in % by wt.	Specific Gravity at 20 °C
25.2.1	Minimum	20	15.5	1.219
25.2.2	Target	22	17.0	1.240
25.2.3	Maximum	25	19.4	1.273

25.3 The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the DISTRICT'S equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the DISTRICT'S tanks/vessels. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from any foreign material or impurity.

25.4 The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the DISTRICT'S normal usage of Liquid Sodium Hydroxide, to violate any existing DISTRICT permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hydroxide supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.

25.5 The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's storage vessels.

25.6 The DISTRICT reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.

25.7 Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 µg of perchlorate/L.

26.0 DELIVERY DOCUMENTS:

26.1 The SUCCESSFUL BIDDER shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

26.1.1 Date of delivery,

26.1.2 Bill of Lading/Weigh Slip Number

26.1.3 Gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,

26.1.4 Tare weight of delivery vehicle in pounds, and

26.1.5 Net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.

26.2 The SUCCESSFUL BIDDER shall submit a Certificate of Analysis or Conformance to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the Certificate to the DISTRICT'S Designated Representative receiving the shipment. The Certificate shall contain the following lot-specific information:

26.2.1 Production lot or batch number

26.2.2 Specific gravity, at 20 °C

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

26.2.3 Na_2O, in %, by weight, determined as described in ANSI/AWWA Standard B501

26.2.4 NaOH, in % by weight, calculated from % Na_2O

26.2.5 Date of Certificate

26.2.6 Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na_2O)(Na_2O, in % by wt.)

26.3 Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

26.4 Prospective Bidder(s) shall include any charges for the Certificates in the bid price.

27.0 DELIVERY LOGISTICS:

27.1 Tanker truck deliveries of Liquid Sodium Hydroxide shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Sodium Hydroxide. The DISTRICTS current delivery schedule is approximately: One truck/tanker every six months, which equates to approximately 2 loads per year.

27.2 The SUCCESSFUL BIDDER shall ship the Liquid Sodium Hydroxide to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.

27.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

27.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.

27.5 The SUCCESSFUL BIDDER shall make any necessary dilutions at external sites to ensure that a homogeneous, well-mixed product is delivered to the DISTRICT.

27.6 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. It will be the DISTRICT'S expectations that the weight of the Liquid Sodium Hydroxide delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the DISTRICT'S storage tanks/vessels.

27.7 The Liquid Sodium Hydroxide shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

27.8 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

27.9 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment. The SUCCESSFUL BIDDER shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the SUCCESSFUL BIDDER'S driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDER'S driver must follow the instructions posted at the unloading station.

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

27.10 The SUCCESSFUL BIDDER driver must follow all the DISTRICT'S security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.

27.11 Before unloading, the SUCCESSFUL BIDDER driver shall notify the DISTRICT'S Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the DISTRICT'S Designated Representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hydroxide is delivered.

27.12 The DISTRICT reserves the right to conduct a sample analysis of the Liquid Sodium Hydroxide to determine if the Liquid Sodium Hydroxide meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

27.12.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material the DISTRICT rejects.

27.13 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.

27.14 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Sodium Hydroxide to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.

27.15 Delivery times at the DISTRICT are between the hours of 6:00 AM – 4:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

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SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

28.0 LOT 6 - GENERAL REQUIREMENTS FOR SODIUM HYPOCHLORITE

28.1 The SUCCESSFUL BIDDER shall ensure all loads of Liquid Sodium Hypochlorite meet the requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.

28.2 Prospective Bidder(s) shall bid unit cost in $/gallon.

28.3 The SUCCESSFUL BIDDER shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The SUCCESSFUL BIDDER shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment is as follows:

28.3.1 Vol. of Liq. Sod. Hypo., in gal = (wt. of Liq. Sod. Hypo., in lb)/(density of the Liq. Sod. Hypo., in lb/gal)

28.3.2 Cost of shipment, in $ = (vol. Liq. Sod. Hypo. in ship., in gal)(unit cost of Liq. Sod. Hypo., in $/gal)wt. of NaOCl in ship., in lb = (wt. of Liq. Sodium Hypo. in ship., in lb)(NaOCl conc., in % by wt.)

28.3.3 Cost of shipment, in $ = (wt. of NaOCl in shipment, in lb)(unit cost of NaOCl, in $/lb of NaOCl)

28.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT for each delivery that include the following:

28.4.1 Date of delivery

28.4.2 Bill of lading number, or other mechanism to definitively link the invoice to a delivery

28.4.3 The weight of liquid sodium hypochlorite delivered in pounds.

28.4.4 Calculation of the volume of liquid sodium hypochlorite in the shipment (weight percentage of NaOCL in the liquid sodium hypochlorite delivered).

28.4.5 Calculation of the cost of the shipment in pounds.

29.0 COMPLIANCE WITH STANDARDS:

29.1 The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

29.2 The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Prospective Bidders shall provide evidence of this certification prior to award.

29.3 If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the SUCCESSFUL BIDDER shall inform the DISTRICT within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

29.4 All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

30.0 CHEMICAL COMPOSITION/IMPURITIES:

30.1 During the life of the contract, the SUCCESSFUL BIDDER shall notify the DISTRICT of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. In particular the manufacturing processes or materials impacting the concentration of impurities.

30.2 The Liquid Sodium Hypochlorite shall be clear.

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

30.3 The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

30.3.1	Parameter	Minimum
30.3.2	g of available chlorine/L	143 g/L
30.3.3	available chlorine trade (volume) percent	14.3%
30.3.4	available chlorine weight percent	11.9%
30.3.5	g sodium hypochlorite/L,	150 g/L
30.3.6	sodium hypochlorite weight percent	12.5%

30.4 The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

30.4.1	**Parameter**	**Condition**
30.4.2	total free alkali, expressed as NaOH, by weight	maximum 1.5% wt.
30.4.3	pH, in pH units	11 to 13
30.4.4	specific gravity, at 20 °C (report only)	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

30.5 The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the DISTRICT'S equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the DISTRICT'S tanks/vessels. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from any foreign material or impurity.

30.6 The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, the DISTRICT'S normal usage of the Liquid Sodium Hypochlorite to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to directly attribute to the Liquid Sodium Hypochlorite supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.

30.7 The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage tanks/vessels.

30.8 Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

30.8.1	**Impurity**	**Maximum Concentration in mg/L**	**Maximum Reporting Detection Limit in mg/L**
30.8.2	total antimony	25	5
30.8.3	total arsenic	20	4
30.8.4	total barium	350	70
30.8.5	total beryllium	20	4
30.8.6	total boron	25	5
30.8.7	total cadmium	0.5	0.1
30.8.8	total chromium	5	1
30.8.9	total cobalt	0.25	0.10
30.8.10	total copper	0.1	0.05
30.8.11	total iron	1	0.2
30.8.12	total lead	0.5	0.1
30.8.13	total manganese	0.75	0.15
30.8.14	total mercury	0.01	0.002
30.8.15	total molybdenum	1	0.2
30.8.16	total nickel	0.25	0.1
30.8.17	total selenium	1	0.2
30.8.18	total silver	2.5	0.5

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

30.8.19	total thallium	2.5	0.5
30.8.20	total zinc	10	2

30.9 Note: The maximum concentrations for metals were calculated from the expected quantity to be used at the DISTRICT for disinfection and water quality standards in the Clark County Wash. The maximum concentrations for iron, nickel, cobalt, copper, and manganese were lowered from the calculated values because of the effect of these metals on the stability of hypochlorite solutions.

	Impurity	**Maximum Concentration**	**Maximum Reporting Detection Limit**
30.9.1			
30.9.2	chlorate	3 g/L	1 g/L
30.9.3	water-insoluble matter	0.15%, by wt.	0.05%, by wt.

30.10 The DISTRICT reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

30.11 Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 µg of perchlorate/L.

30.12 Before the initial delivery, the SUCCESSFUL BIDDER shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the DISTRICT.

30.12.1 Production lot number,

30.12.2 Date of manufacture;

30.12.3 Sodium hypochlorite, in % NaOCl, by weight

30.12.4 Total free alkali (excess caustic), expressed as NaOH, in %, by weight

30.12.5 pH, in pH units

30.12.6 Specific gravity, at 20 °C

30.12.7 All of the impurities cited in Item I above, and

30.12.8 Dates of analyses

30.13 Note: The reporting detection limit for each impurity must be less than or equal to the maximum reporting detection limit listed in the table.

30.14 The SUCCESSFUL BIDDER shall supply the DISTRICT a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the SUCCESSFUL BIDDER, certifying that the sample supplied to the laboratory was unaltered and represents the Liquid Sodium Hypochlorite (to be) delivered to the DISTRICT. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 µg perchlorate/L. The DISTRICT may use analytical data generated by the SUCCESSFUL BIDDER of the make-up water(s) or may collect and analyze samples of the make-up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

30.15 The SUCCESSFUL BIDDER shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The SUCCESSFUL BIDDER shall submit each calendar quarter's report to the DISTRICT on or before the last day of that calendar quarter.

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

30.16 The SUCCESSFUL BIDDER shall submit the report described above to:

Clark County Water Reclamation District
Attn: TBD (DISTRICT Designated Representative)
Liquid Sodium Hypochlorite Sample - Contract No. ITB-190032
6000 E. Rochelle Avenue
Las Vegas, NV 89122

The SUCCESSFUL BIDDER shall submit the initial report before the delivery of the first shipment. Failure of the SUCCESSFUL BIDDER to submit a complete report on time is sufficient cause to constitute breach of contract.

30.17 The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage tanks/vessels.

31.0 DELIVERY DOCUMENTS:

31.1 The SUCCESSFUL BIDDER shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

31.1.1 Date of delivery,

31.1.2 Bill of Lading/Weigh Slip Number

31.1.3 Gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,

31.1.4 Tare weight of delivery vehicle in pounds, and

31.1.5 Net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.

31.1.6 Number of gallons

31.2 The SUCCESSFUL BIDDER shall submit a Certificate of Analysis or Conformance to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the Certificate to the DISTRICT Designated Representative receiving the shipment. The Certificate shall contain the following lot-specific information:

31.2.1 Production lot number,

31.2.2 Date of manufacture,

31.2.3 Sodium hypochlorite, in % NaOCl, by weight

31.2.4 Total free alkali (excess caustic), expressed as NaOH, by weight

31.2.5 Specific gravity, at 20 °C

31.2.6 Temperature of the delivered Liquid Sodium Hypochlorite, in °F, and

31.2.7 Date of Certificate

31.3 Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

31.4 Prospective Bidder(s) shall include any charges for the Certificates in the bid price.

32.0 DELIVERY LOGISTICS:

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

32.1 Tanker truck deliveries of Liquid Sodium Hypochlorite shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Sodium Hypochlorite. The DISTRICTS current delivery schedule is approximately: One truck/tanker every nine days including weekends, which equates to approximately 55 loads per year.

32.1.1 Tanker truck deliveries of Liquid Sodium Hypochlorite shall be made to the DISTRICT'S Laughlin Water Resource Facility, 450 Bruce Woodbury, Laughlin, NV 89029. The District will provide tank readings as necessary and will maintain/monitor minimum levels of Liquid Sodium Hypochlorite. The DISTRICTS current delivery schedule is approximately: One truck/tanker every month, which equates to approximately 4167 gallons per load at 12 times per year.

32.2 The SUCCESSFUL BIDDER shall ship the Liquid Sodium Hypochlorite to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.

32.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

32.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.

32.5 The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The SUCCESSFUL BIDDER shall measure the temperature of the product delivered just prior to, or during, transfer into the DISTRICT'S storage tanks/vessels. The SUCCESSFUL BIDDER shall hand write the measured temperature on the Certificate of Analysis or Conformance as within 31.2.6. The SUCCESSFUL BIDDER shall initial and date the recorded temperature.

32.6 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. It will be the DISTRICT'S expectations that the weight of the Liquid Sodium Hypochlorite delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the DISTRICT'S storage tanks/vessels.

32.7 The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

32.8 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

32.9 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment. The SUCCESSFUL BIDDER shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the SUCCESSFUL BIDDER'S driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDER'S driver must follow the instructions posted at the unloading station.

32.10 The SUCCESSFUL BIDDER driver must follow all the DISTRICT'S security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.

32.11 Before unloading, the SUCCESSFUL BIDDER driver shall notify the DISTRICT'S Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER driver shall present the Bill of Lading, Weigh Slips, the

Certificate, and any other applicable order/delivery documents to the DISTRICT'S Designated Representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hypochlorite is delivered.

32.12 The DISTRICT reserves the right to conduct a sample analysis of the Liquid Sodium Hypochlorite to determine if the Liquid Sodium Hypochlorite meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

32.12.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material the DISTRICT rejects.

32.13 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.

32.14 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Sodium Hypochlorite to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.

32.15 FWRC delivery times at the DISTRICT are between the hours of 6:00 AM – 4:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

32.15.1 Laughlin delivery times at the DISTRICT are between the hours of 6:00 AM – 2:00 PM, PST (Pacific Standard Time), Monday through Friday. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

33.0 QUANTITY:

33.1 The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

33.1.1	Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at location	Average Delivery Freq., Number/Month
33.1.2	FWRC	250000	2502000	312750	East Campus	4
33.1.3	LWRC	50000	500400	62550	Laughlin, NV	1

33.2 Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium hypochlorite by weight. This quantity is the DISTRICT'S best estimate of the expected annual usage. However, changes in the operation of the treatment plants could decrease or increase usage.

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SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

34.0 SILENCE OF SPECIFICATIONS:

34.1 The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and product of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The SUCCESSFUL BIDDER shall be an established supplier of the items bid.

35.0 EXPECTATIONS FOR EQUIPMENT/PRODUCTS:

35.1 Industry Standards: As they are generally understood and accepted within that industry across the nation, SUCCESSFUL BIDDER will be deemed to be intimately familiar with the industry standards for items referenced. With this knowledge Bidder(s) are instructed to bid appropriately and properly identify the accepted industry standard.

36.0 REJECTION OF MATERIAL(S):

36.1 The DISTRICT reserves the right to test samples collected during delivery to ensure that the Chemical(s) in question meets the specifications herein. If, in the opinion of the DISTRICT, there is a necessity to remove the Chemical(s), it shall be the SUCCESSFUL BIDDER'S responsibility to remove and replace all Chemical(s) contaminated as a result of the defective material being delivered. This shall be done within twenty four (24) hours of being notified. Otherwise, the DISTRICT shall remove the Chemical(s) and the cost of removal and disposal shall be billed to the SUCCESSFUL BIDDER. No charges will be made for delivered material that is rejected for non-conformance to specifications.

37.0 REPORTS:

37.1 The SUCCESSFUL BIDDER shall be able to provide various reports electronically when requested by the DISTRICT. The reports shall be in a Microsoft Excel format and submitted electronically to the DISTRICT'S Procurement Solutions Section and/or each participating DISTRICT Department within 30 days at the end of each quarter. The end of the quarter is defined as every fourth month of the calendar year.

37.2 The SUCCESSFUL BIDDER shall submit one of the following reports independently or in combination quarterly until the end of the contract term.

37.2.1 **Itemized Report:** Shall consist of all items purchased by each of the DISTRICT'S Departments for the previous quarter. The report shall include **item descriptions, item numbers, unit of measure, quantity purchased and total cost for purchase orders**.

37.2.2 **Department Report:** Shall include DISTRICT Department name, account number, date of last purchase, and total dollars purchased for the previous quarter.

37.2.3 **Fill Rate Report by Department**: Shall include the number of orders received, orders processed, back orders, partially filled orders and re-orders. In addition, the Successful Bidder shall provide a list of products on manufacturer back order during the quarter. The name of the manufacturer shall be listed with each product.

37.2.4 **Manufacturer Back Order/Discontinued/Recall Report:** Shall be by manufacturer by ordering DISTRICT Department.

38.0 DISTRICT SITES:

38.1 The DISTRICT Department locations and hours of operation are as follows:

LOCATION	HOURS OF OPERATION& DAYS OF OPERATION
Flamingo Water Resource Center location at 6000 E. Rochelle Ave., Las Vegas, NV 89122	6:00 am - 4:00 pm Monday through Friday

SECTION E – SPECIFICATIONS/SCOPE OF WORK
SOLICITATION NO.: ITB-190032

Laughlin Water Resource Center location at 450 Bruce Woodbury Drive, Laughlin, NV 89029	6:00 am - 2:00 pm Monday through Friday

39.0 PRICING:

39.1 ***This bid consists of six (6) lots. For each lot, the award will be made to the lowest responsive and responsible bidder per lot. Bidders may bid selective lot(s) and/or all lots. Regardless, of the selected lot(s), Bidders must bid all line items within the respective lot(s) to be considered responsive.***

40.0 CHEMICAL SERVICING REQUIREMENTS:

40.1 All Chemical(s) are to be delivered as soon as possible after purchase orders are issued for procurements, following accepted shipping and/or back ordering methods. Back orders shall be filled within 10 business days. Chemical(s) undeliverable within this period require contacting the DISTRICT Purchasing Administrator or designee so that Departmental end-users may be updated, and/or alternative procurement methodologies can be pursued.

40.2 SUCCESSFUL BIDDERS are not permitted to place a hold on partial deliveries in anticipation of beating the 10-day deadline with full orders. Chemical(s) must always be delivered ASAP to the DISTRICT'S receiving dock or designated location as requested.

40.3 Shipments made to outlying areas should be made with the same urgency and attention as the direct shipments to the DISTRICT'S (FWRC) location. Chemical(s) shipped direct to outlying areas (Laughlin) should be made by best available method.

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SECTION F - MINIMUM BID PACKET CONTENT REQUIREMENTS
SOLICITATION NO.: ITB-190032

1.0 To simplify the determination of the lowest responsive and responsible bidder and to obtain the maximum degree of comparability, all Prospective Bidder(s) must at a minimum submit the required forms as outlined in "Table One (1)" below. Failure to submit required forms listed below within the Bidders Bid Packet may result in Rejection of Bid.

TABLE ONE (1) – REQUIRED BID FORMS
Signed Official Bid Offer and Acceptance Form (Exhibit I)
Addendum Acknowledgment Form (Exhibit II)
References Form (Exhibit III)
Business Designation Group Form (Exhibit IV)
Subcontractor Information Form (Exhibit V)
Bid Form (Pricing Sheet) (Exhibit VI)
Disclosure of Ownership/Principals Form (Exhibit VII)
Business License Information Form (Exhibit VIII)
One (1) Original Signed Hardcopy and One (1) Electronic CD Copy or USB Flash Drive of the scanned copy of the entire Original Signed Bid package

2.0 **Table 2**: Lists other documents and forms that should be reviewed by Bidder but are not required to be submitted with the bid. The DISTRICT will request these forms, as applicable, to be completed and submitted to the DISTRICT by the recommended/successful Bidder(s):

TABLE 2 - DOCUMENTS & FORMS
Insurance Requirements (Attachment "A")
Affidavit for Sole Proprietor (ONLY) (Attachment "B")

EXHIBIT I – OFFER AND ACCEPTANCE FORM
SOLICITATION NO.: ITB-190032

BIDDER HEREBY OFFERS AND AGREES TO FURNISH THE MATERIAL(S) AND SERVICE(S) IN COMPLIANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ADDENDA SPECIFIED WITHIN THE INVITATION TO BID AND ANY WRITTEN EXCEPTIONS IN THE OFFER. BIDDER UNDERSTANDS THAT THE ITEMS IN THIS INVITATION TO BID, INCLUDING, BUT NOT LIMITED TO, ALL REQUIRED CERTIFICATES ARE FULLY INCORPORATED HEREIN AS A MATERIAL AND NECESSARY PART OF THE CONTRACT.

THE UNDERSIGNED HEREBY STATES, UNDER PENALTY OF PERJURY, THAT ALL INFORMATION PROVIDED IS TRUE, ACCURATE, AND COMPLETE, AND STATES THAT HE/SHE HAS THE AUTHORITY TO SUBMIT THIS BID, WHICH WILL RESULT IN A BINDING CONTRACT IF ACCEPTED BY CLARK COUNTY WATER RECLAMATION DISTRICT AND THE TOTAL FIXED BID PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF NINIETY (90) DAYS.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

Respectfully Submitted:

Pencco, Inc.
(Print or Type Name of Bidder – Full Company Name)

District Vendor No. (If already doing business with District): _____

Federal Identification Number: 74-2333384

By: Sarah Duffy
(Signature of Authorized Officer or Agent)

Printed Name: Sarah Duffy

Title: Bid Sec.

Date: 5/7/19

Address of Bidder: PO Box 600
Street Address or P.O. Box

San Felipe, Tx 77473
City – State – Zip Code

Telephone No. of Bidder: (979) 885.0005

Fax No. of Bidder: (979) 885.3208

E-mail Address of Bidder: sarah@pencco.com

EXHIBIT II – ADDENDUM(S) ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ITB-190032

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED MAY RESULT IN REJECTION OF BID.**

Addendum No. 1	4/24/19	**Addendum No.**		**Addendum No.**	
Addendum No.		**Addendum No.**		**Addendum No.**	
Addendum No.		**Addendum No.**		**Addendum No.**	

EXHIBIT III – REFERENCES FORM
SOLICITATION NO.: ITB-190032

In order to receive bid award consideration, the Bidder must be able to demonstrate that they are currently providing and/or had at least one contract(s) over the past five years, as a prime contractor, in providing Goods/Services that are similar in size and scope to the requirements as specified within this Invitation to Bid. Bidder must provide references that can attest to the Bidders overall abilities/performance in conducting similar work. The District reserves the right to inspect the Bidder's previous/current work/project(s), current place of business to evaluate goods, equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they may relate to the Bidder's overall performance in meeting the District's minimum specified requirements. The Bidder's references should be included in the spaces provided below. Please attach another piece of paper if necessary. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THE PROVIDED REFERENCES CONTACT INFORMATION IS VALID AND/OR UP-TO-DATE. BIDDER'S CAPABILITY AND EXPERIENCE SHALL BE A FACTOR IN DETERMINING THE BIDDER'S RESPONSIBILITY.

1. Name: Orange County Sanitation District Phone No.: 714.593.7582
   Address: 10844 Ellis Avenue, Fountain Valley, CA 92708
   E-Mail Address: cyates@ocsd.com
   Contract Award Date: 2013 Contract Completion Date: 2020
   Contract Name/Title: Ferric Chloride
   Description: Supply and deliver ferric chloride

2. Name: West Basin Municipal Water District Phone No.: 310.217.2411
   Address: 17140 S. Avalon Blvd, Suite 210, Carson, CA 90746
   E-Mail Address: davids@westbasin.org
   Contract Award Date: 2019 Contract Completion Date: 2020
   Contract Name/Title: Ferric Chloride
   Description: Supply and deliver ferric chloride

3. Name: Long Beach Water Phone No.: 562.570.2406
   Address: 1800 E. Wardlow Rd. Long Beach, CA 90807
   E-Mail Address: armando.arzate@lbwater.org
   Contract Award Date: 2018 Contract Completion Date: 2019
   Contract Name/Title: Ferric Chloride
   Description: Supply and deliver ferric chloride

EXHIBIT IV – BUSINESS DESIGNATION GROUP FORM
SOLICITATION NO.: ITB-190032

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE ☐ ESB as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified DISTRICT projects and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

EMERGING SMALL BUSINESS (ESB):

Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

EXHIBIT V – SUBCONTRACTOR INFORMATION FORM
SOLICITATION NO.: ITB-190032

It is Bidder intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

2. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

3. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

4. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

5. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

6. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

7. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

☑ No MBE, WBE, PBE, SBE, NBE, ESB subcontractors will be used.

EXHIBIT VI – BID FORM (PRICING SHEET)
SOLICITATION NO.: ITB-190032

Lot 1 – Aluminum Sulfate
☒ *No Bid on Lot (√)*

Lot 1 – Aluminum Sulfate - Wastewater Treatment Chemicals					
LINE ITEM	**DESCRIPTION**	**UNIT OF MEASURE**	**EST. QTY.**	**UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)**	**TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =**
1	Flamingo Water Resource Center Full Truck Load of Aluminum Sulfate (Minimum 10.0 Dry Tons)	Dry Ton	1,315/Yr.	**$**	**$**
2	Laughlin Water Resource Center Full Truck Load of Aluminum Sulfate (Minimum 10.9 Dry Tons)	Dry Ton	239/Yr.	**$**	**$**
LOT 1 – Aluminum Sulfate – Total Amount:					**$**

* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

City Council - Page 199

EXHIBIT VI – BID FORM (PRICING SHEET)
SOLICITATION NO.: ITB-190032

Lot 2 - Citric Acid
X *No Bid on Lot (√)*

Lot 2 – Citric Acid - Wastewater Treatment Chemicals					
LINE ITEM	**DESCRIPTION**	**UNIT OF MEASURE**	**EST. QTY.**	**UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)**	**TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =**
1	Flamingo Water Resource Center Full Truck Load of Citric Acid (Minimum 45,000 Wet lb.)	Wet lb.	90,000/Yr.	**$**	**$**
LOT 2 – Citric Acid – Total Amount:					**$**

* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

City Council - Page 200

EXHIBIT VI – BID FORM (PRICING SHEET)
SOLICITATION NO.: ITB-190032

Lot 3 - Ferric Chloride
☐ *No Bid on Lot (√)*

Lot 3 – Ferric Chloride - Wastewater Treatment Chemicals					
LINE ITEM	**DESCRIPTION**	**UNIT OF MEASURE**	**EST. QTY.**	**UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)**	**TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =**
1	Flamingo Water Resource Center Full Truck Load of Ferric Chloride (Minimum 8.5 Dry Tons)	Dry Ton	2,740/Yr.	$ 714.00/DRY TON	$ 1,956,360.00
LOT 3 – Ferric Chloride – Total Amount:					$ 1,956.360.00

* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

City Council - Page 201

EXHIBIT VI – BID FORM (PRICING SHEET)
SOLICITATION NO.: ITB-190032

Lot 4 - Sodium Bisulfite
☒ *No Bid on Lot (√)*

Lot 4 – Sodium Bisulfite - Wastewater Treatment Chemicals					
LINE ITEM	**DESCRIPTION**	**UNIT OF MEASURE**	**EST. QTY.**	**UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)**	**TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =**
1	Flamingo Water Resource Center Full Truck Load of Sodium Bisulfite (Minimum 25,000 Dry lb.)	Dry lb.	175,000/Yr.	$	$
2	Laughlin Water Resource Center Full Truck Load of Sodium Bisulfite (Minimum 3000 Dry lb.)	Dry lb.	22,000/Yr.	$	$
LOT 4 – Sodium Bisulfite – Total Amount:					$

* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

City Council - Page 202

EXHIBIT VI – BID FORM (PRICING SHEET)
SOLICITATION NO.: ITB-190032

Lot 5 - Sodium Hydroxide
☒ *No Bid on Lot (√)*

Lot 5 – Sodium Hydroxide - Group 1- Wastewater Treatment Chemicals					
LINE ITEM	**DESCRIPTION**	**UNIT OF MEASURE**	**EST. QTY.**	**UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)**	**TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =**
1	Flamingo Water Resource Center Full Truck Load of Sodium Hydroxide (Minimum 35,000 Wet lb.)	Wet lb.	70,000/Yr.	$	$
LOT 5 – Sodium Hydroxide – Total Amount:					$

* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

City Council Page 203

EXHIBIT VI – BID FORM (PRICING SHEET)
SOLICITATION NO.: ITB-190032

Lot 6 - Sodium Hypochlorite
☐ *No Bid on Lot (√)*

Lot 6 – Sodium Hypochlorite - Group 1- Wastewater Treatment Chemicals					
LINE ITEM	**DESCRIPTION**	**UNIT OF MEASURE**	**EST. QTY.**	**UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)**	**TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =**
1	Flamingo Water Resource Center Full Truck Load of Sodium Hypochlorite (Minimum 4,600 gallons)	Gallon	250,000/Yr.	**$**	**$**
2	Laughlin Water Resource Center Full Truck Load of Sodium Hypochlorite (Minimum 5000 gallons)	Gallon	50,000/Yr.	**$**	**$**
LOT 6 – Sodium Hypochlorite – Total Amount:					**$**

* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

City Council - Page 204

EXHIBIT VI – BID FORM (PRICING SHEET)
SOLICITATION NO.: ITB-190032

TOTAL EXTENDED BID AMOUNT SUMMARY		
Lot 1 – Aluminum Sulfate	☑ *No Bid on Lot (√)*	**$**
Lot 2 – Citric Acid	☑ *No Bid on Lot (√)*	**$**
Lot 3 – Ferric Chloride	☐ *No Bid on Lot (√)*	**$** 1,956.360.00
Lot 4 – Sodium Bisulfite	☑ *No Bid on Lot (√)*	**$**
Lot 5 – Sodium Hydroxide	☑ *No Bid on Lot (√)*	**$**
Lot 6 – Sodium Hypochlorite	☑ *No Bid on Lot (√)*	**$**

PER SECTION B – UNIFORM INSTRUCTIONS TO BIDDERS, PROVISION 20:0:

BIDDER DISCOUNTED TERMS OF PAYMENT: 1.5 **%,** 10 **calendar days, if offered/applicable by Bidder**

BIDDER STANDARD DELIVERY TIMEFRAME:

3-7 **Calendar days (Maximum 120 calendar days)**

City Council - Page 205

Mutual Use Contract No. 210177-HM
Ferric Chloride
Exhibit B - Pages 79 of 97

EXHIBIT VI – DISCLOSURE OF OWNERSHIP/PRINCIPALS
SOLICITATION NO.: ITB-190032

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE)**: An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. **(Do not leave blank. If none or zero, put the number 0 in the space provided.)**

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – **(Not required for publicly-traded corporations)**

1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

   In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM
SOLICITATION NO.: ITB-190032

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☑ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:	0		
Corporate/Business Entity Name:	Pencco, Inc.		
(Include d.b.a., if applicable)			
Street Address:	831 Bartlett Rd	Website:	www.pencco.com
City, State and Zip Code:	Sealy, Tx 77474	POC Name:	Sarah Duffy
		Email:	Sarah@pencco.com
Telephone No:	979.885.0005	Fax No:	979.885.3208
Nevada Local Street Address: (If different from above)		Website:	
City, State and Zip Code:		Local Fax No:	
Local Telephone No:		Local POC Name:	
		Email:	

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
R.L. Horne	President	50%
Aline Horne	Secretary	50%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☑ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☑ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☑ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Sarah Duffy — Signature

Sarah Duffy — Print Name

Bid Sec. — Title

5/7/19 — Date

EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM
SOLICITATION NO.: ITB-190032

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

EXHIBIT VIII – BUSINESS LICENSE INFORMATION FORM
SOLICITATION NO.: ITB-190032

BUSINESS LICENSE INFORMATION

CURRENT STATE:	**LICENSE NO.**	**ISSUE DATE:**	**EXPIRATION DATE:**
CURRENT COUNTY:	**LICENSE NO.**	**ISSUE DATE:**	**EXPIRATION DATE:**
CURRENT CITY:	**LICENSE NO.**	**ISSUE DATE:**	**EXPIRATION DATE:**

Pencco
higher standards. better water.

PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

BOARD OF DIRECTORS MEETING

Prior Notice was waived and a meeting of the Directors was held on August 15, 2014. The following resolution was adopted in respects to the official signing of bids on behalf of Pencco, Inc.

BE IT RESOLVED by the Board of Directors of Pencco, Inc. in a meeting duly assembled that Monica Avila, former Bid Secretary of the Corporation, no longer has authority to negotiate for and sign any bid proposals and/or contracts on behalf of the Corporation.

BE IT FURTHER RESOLVED that Sarah Duffy, Bid Secretary, of the Corporation has authority to negotiate for and sign any bid proposals and/or contracts which the Corporation might enter into for the furnishing of services for the Corporation under such terms, conditions, and stipulations, and for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary and the meeting was concluded.

R L Horne

Ron L. Horne, President

PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

AFFIDAVIT OF COMPLIANCE

This is to certify that the Liquid Ferric Chloride supplied by our company meets AWWA Standard B407-12 or the latest revision, and is certified to NSF/ANSI Standard NSF-60.

R L Horne

Signature

R. L. Horne, President

Name and Title of Official

1/01/2019

Date

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, May 07, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=pencco&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

PENCCO, Inc.
831 Bartlett Road
Sealy, TX 77474
United States
800-864-1742
979-885-0005
Visit this company's website
(http://www.pencco.com)

Facility : Vernon, CA

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Ferric Chloride	Coagulation & Flocculation	600mg/L

Ferrous Chloride

Trade Designation	*Product Function*	*Max Use*
Ferrous Chloride	Coagulation & Flocculation	500mg/L

Facility : Distribution Center - Willow Springs, IL

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	6mg/L
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : Distribution Center - Westborough, MA

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	6mg/L

Facility : Middlesex, NC

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Penn 3202	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Hydrofluorosilicic Acid	Fluoridation	6mg/L

Facility : Distribution Center - Bardwell, TX

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Ferric Chloride	Coagulation & Flocculation	600mg/L
Pencco 3012	Coagulation & Flocculation	600mg/L

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L

Ferrous Chloride

Trade Designation	*Product Function*	*Max Use*
Ferrous Chloride	Corrosion Control Coagulation & Flocculation	500mg/L
Pencco 0210	Corrosion Control Coagulation & Flocculation	500mg/L

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Hydrofluorosilicic Acid	Fluoridation	6mg/L

Facility : El Paso, TX

Ferrous Chloride

Trade Designation	*Product Function*	*Max Use*
Ferrous Chloride	Coagulation & Flocculation	500mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ennis, TX

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Ferric Chloride	Coagulation & Flocculation	600mg/L
Pencco 3012	Coagulation & Flocculation	600mg/L

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Ferrous Chloride

Trade Designation	*Product Function*	*Max Use*
Ferrous Chloride	Corrosion Control Coagulation & Flocculation	500mg/L
Pencco 0210	Corrosion Control Coagulation & Flocculation	500mg/L

Ferrous Sulfate

Trade Designation	*Product Function*	*Max Use*
Ferrous Sulfate	Coagulation & Flocculation	150mg/L
GreenIron	Coagulation & Flocculation	150mg/L
SafeIron	Coagulation & Flocculation	150mg/L

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Hydrofluorosilicic Acid	Fluoridation	6mg/L

Facility : Sealy, TX

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Penn 3202	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluorosilicic Acid	Fluoridation	6mg/L

Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Number of matching Manufacturers is 1

Number of matching Products is 41

Processing time was 0 seconds

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FAX 888-273-6226

Safety Data Sheet (SDS)
Ferric Chloride Solution

SECTION 1 – Chemical Identification and Supplier's Information

Product ID: Ferric Chloride Solution
Product Use: Water Treatment Chemical
Product Formula: $FeCl_3$
Chemical Family: Inorganic Iron Salts
CAS #: 7705-08-0

Supplier's Name and Address:
Pencco, Inc.
P.O. Box 600
San Felipe, TX 77473

Emergency Phone Number:
PENCCO (979) 885-0005
CHEMTREC (800) 424-9300 – 24 hours a day

SECTION 2 – Hazard Identification

GHS Information

Signal Word: **Warning**
Hazard Class: Corrosive to Metals (H290)
Hazard Category: 1
Hazard Statement: Toxic if Swallowed (H301)
Causes severe skin damage and eye damage. (H314)

Appearance and Odor: Reddish-brown liquid with a slightly acidic odor.

Emergency Overview: A corrosive chemical. Harmful or fatal if swallowed. Harmful if inhaled. Eye or skin contact may cause irritation. Contact with liquid or vapor form of this chemical may cause severe injury. Avoid overexposure.

Pictograms:



Health Hazards

Acute Toxicity, Oral – Category 4. Toxic if ingested. May cause irritation to the mouth and stomach. Higher doses may lead to abnormal liver function with nausea or vomiting, stomach pain, diarrhea, fast and weak pulse, lethargy, pallor, shock, hypertension, dilated pupils, fever, coma, and even death. Individuals with pre-existing liver diseases may have increased susceptibility to the toxicity of exposure.

Acute Toxicity, Dermal – Category 4. Prolonged contact may cause irritation and, possibly, burns.

Eye Contact – Irritation and, possibly, burns.

Inhalation – May cause irritation of the upper respiratory tract, resulting in difficulty breathing.

Precautionary Statements

Prevention

- Wash skin thoroughly after handling. (P264)
- Do not eat, drink, or smoke when using this product. (P270)

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- Avoid release to the environment. (P273)

Response

- If swallowed: Rinse mouth. (P301+P330)
  - Call a POISON CENTER/doctor/physician. (P312)
  - Collect spillage (P391)

Disposal Considerations

- Dispose of this material and its container to hazardous or special waste collection point in accordance with local, regional, national, and/or international regulation. (P501)

Carcinogenicity: None of the components of this material are listed as a carcinogen by IARC, NTP, OSHA, or ACGIH.

Fire and Explosion Hazards: Substance itself does not burn, but may decompose upon heating to produce corrosive and/or toxic fumes. Not considered a fire or explosion hazard.

	NFPA Rating	HMIS Rating	4 = Extreme / Severe
Health	2	2	3 = High / Serious
Reactivity	0	0	2 = Moderate
Flammability	0	0	1 = Slight

SECTION 3 – Composition/Information on Ingredients

Chemical Identity: $FeCl_3$

Common Name and Synonyms: Ferric chloride; no known synonyms

Ingredient	CAS #	Weight Percentage	ACGIH TLV	OSHA PEL	STEL
Water	7732-18-5	58 – 72%	N/A	N/A	N/A
Ferric Chloride	7705-08-0	28 – 42%	1 mg/m^3	1 mg/m^3	N/A
Ferrous Chloride	7758-94-3	<0.5%	1 mg/m^3	1 mg/m^3	N/A
Hydrochloric Acid	7647-01-0	<0.5%	5 ppm	5 ppm	N/A

Section 313 Supplier Notification: The hydrochloric acid mentioned above is subject to the reporting requirements of SARA TITLE III Section 313 of the Emergency Planning and Community Right-To-Know Act of 1986 (40 CFR 372). This notification must be included in all MSDS's that are copied and distributed for this material.

SECTION 4 – First Aid Measures

Eye Contact First Aid: Immediately flush eyes for 15 minutes with large amounts of water while holding eyelids apart. Washing within one minute is essential to achieve maximum effectiveness. Obtain medical attention IMMEDIATELY after flushing.

Skin Contact First Aid: Flush skin with water. Remove contaminated clothing; wash before reuse. If irritation is still present, seek medical attention IMMEDIATELY.

Inhalation First Aid: Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Obtain medical attention IMMEDIATELY.

Ingestion First Aid: DO NOT INDUCE VOMITING. Give 1 or 2 glasses of water or milk. Never give anything by mouth to an unconscious individual. Obtain medical attention IMMEDIATELY.

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SECTION 5 – Fire Fighting Measures

Flash Point: Not applicable.

Upper/Lower Explosion Limits in Air: Not applicable.

Auto Ignition Temperature: Not applicable.

Extinguishing Media: Will not burn; use materials appropriate for surrounding fire.

Fire and Explosion Hazards: Substance itself does not burn, but may decompose upon heating to produce corrosive and/or toxic fumes, such as hydrogen chloride and phosgene gas. Ferric chloride can react with metals to form flammable and potentially explosive hydrogen gas.

Fire Fighting Instructions: Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face-piece operated in a positive pressure mode. Move exposed containers from fire area if it can be done without risk. Use water to keep fire-exposed containers and tanks cool.

Hazardous Product of Decomposition or Combustion: Hydrogen chloride, hydrogen, phosgene.

SECTION 6 – Accidental Release Measures

Review safety precautions before proceeding with cleanup. Use appropriate personal protection equipment. Do not touch spilled material. Neutralize spill with lime (calcium hydroxide), limestone (calcium carbonate), or soda ash (sodium carbonate). Restrict access to area until completion of clean up.

Caution: limestone and soda ash will evolve CO2; ventilation should be provided in enclosed areas. Dike area around spill to prevent spreading, and use absorbent material to pick up spill.

CERCLA Reportable Discharge (RQ): 1000 lbs. (454 kg), Based on anhydrous ferric chloride. Divide by solution concentration to obtain solution weight.

Disposal: Under the Resource Conservation and Recovery Act (RCRA), it is the responsibility of the user to determine whether a substance should be classified as a hazardous waste at the time of disposal. This is due to the fact that product use, transformation, synthesis, mixtures, etc. may change the nature of the product. Dispose of waste in accordance with applicable federal, state, and local laws.

RCRA: Test waste material for corrosivity, DOO2, prior to disposal.

Steps To Be Taken In Case Material Is Released Or Spilled: Notify the appropriate environmental authorities. Note that spills may need to be reported to the National Response Center ((800) 424-8802)

SECTION 7 – Handling and Storage

Handing: Store and handle in corrosion-proof materials (and area). Use FRP or PVC pipes. Be cautious of substance residue in empty containers. Act according to precautions and warnings set forth.

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Storage: Store in a tightly closed container. Do not store in metal containers. Fiberglass, plastic, or rubber-lined tanks may be used for storage. Protect from damage and keep separated from incompatible substances.

SECTION 8 – Exposure and Personal Protection

Respiratory Protection: Adequate general ventilation should be provided to keep vapor and mists below exposure limits. The exposure limits for some components are listed in Section 2. Wear a NIOSH/OSHA approved respirator with a dust/mist cartridge if there is potential of exposure to mists in excess of applicable limits, in any situation where product vapor or mists may be present, such as in confined spaces.

Eye Protection: Wear splash resistant goggles and/or safety glasses with side shields. Wear a full face shield if possibility of material splashing or spraying exists. Maintain eye wash fountain. Water should be supplied through insulated and heat-traced lines to prevent freeze-ups in cold weather.

Skin Protection: Where there is possibility of skin contact, use the following as appropriate, to avoid skin contact: gloves impervious to material, apron, boots, hood, pants, and jacket. Maintain a safety shower with quick opening valves. Water should be supplied through insulated and heat-traced lines to prevent freeze-ups in cold weather.

SECTION 9 – Physical and Chemical Properties

Boiling Point:	106°C (223°F)	**pH:**	< 2.0
Melting Point:	N/A	**Solubility in Water:**	Complete
Specific Gravity:	1.2 – 1.6	**Vapor Pressure:**	40 mm Hg @ 20°C
% Volatile:	60 – 75 (Water)	**Evaporation Rate:**	N/A
Vapor Density (Air = 1):	N/A	**Molecular Weight:**	162.2
Appearance:	Red/Brown Colored Liquid	**Odor:**	Slightly acrid

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SECTION 10 – Stability and Reactivity

Stability: Stable at normal conditions

Polymerization: Will not occur.

Decomposition: Decomposes upon heating to produce corrosive and/or toxic fumes, such as hydrogen chloride. Contact with metals may evolve flammable hydrogen gas.

Incompatibility: Rapidly corrodes most metals (titanium is one exception); may generate flammable, potentially explosive hydrogen gas. Avoid contact with nylon, aluminum/aluminum alloys, carbon steel, stainless steel, and copper / copper alloys. Metals, bases, halocarbons, acids, and combustible materials can be considered incompatible.

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SECTION 11 – Toxicological Information

Chronic Effects: Repeated dosage may cause hemosiderosis, including possible damage to liver and pancreas.

Toxicological Data: Anhydrous Ferric Chloride Solid Oral LD_{50} (rat) = 450 mg/kg

Carcinogenicity: None of the components of this material are listed as a carcinogen by IARC, NTP, OSHA, or ACGIH.

Reproductive Effects: TDLo Rat 1 day (intratesticular) 12976 $\mu g/kg$; TDLo Rat 1 day (intravaginal) 29 mg/kg pre-pregnancy continuous.

Target Organs: No data available.

SECTION 12 – Ecological Information

Ecotoxicological Information: TLm Daphnia 15 ppm/96 hr fresh water/conditions of bioassay not specified.

Persistence and Degradation: No data available

SECTION 13 – Disposal Considerations

Under the Resource Conservation and Recovery Act (RCRA), it is the responsibility of the user to determine whether a substance should be classified as a hazardous waste at the time of disposal. This is due to the fact that product use, transformation, synthesis, mixtures, etc. may change the nature of the product. Product containers should be thoroughly emptied before disposal. Dispose of waste in accordance with applicable federal, state, and local laws.

SECTION 14 – Transportation Information

DOT Shipping Name: Ferric Chloride Solution
Hazard Class: 8 – Corrosive Material
UN Number: UN 2582
Packing Group: III

Reportable Quantity: 1000 lbs (454 kg)
Shipping Containers: Rubber-lined steel tank cars/trucks; polyethylene drums, bottles.
Storage Conditions: Keep containers closed.

SECTION 15 – Regulatory Information

OSHA: Hazardous Corrosive Liquid – 29 CFR 1920.1200
OSHA Process Safety (29 CFR 1910.119): No

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CERCLA: Hazardous Substance – Reportable Quantity (RQ) = 1000 lbs (454 kg)

SARA Regulations: 313 and 40 CFR 372: No

SARA Hazard Categories, SARA Sections 311/312 (40 CFR 370.21):
Acute: Yes; Chronic: No; Fire: No; Reactive: No; Sudden Release: No

Clean Water Act: Designated as a hazardous substance under Section 311(b)(2)(A) of the Federal Water Pollution Control Act; ferric chloride is also regulated by the Clean Water Act Amendments of 1977 and 1978. This chemical is subject to regulations regarding its discharge.

TSCA Inventory Status: Yes

California Proposition 65: No

Right-To-Know Lists: Massachusetts, California, Pennsylvania, New Jersey. This substance does not contain nor is manufactured with ozone-depleting substances.

SECTION 16 – Other Information

IMPORTANT! Read this MSDS before use or disposal of this product. Pass along the information to employees and any other persons who could be exposed to the product to be sure that they are aware of the information before use or other exposure.

Revision Date: May 22, 2015

Pencco provides the information contained in each SDS, technical data sheet ("TDS"), product information brochure and/or information contained herein (including data and statements) in good faith and makes no representations as to its comprehensiveness or accuracy as of the date of publication. The SDSs, TDSs, and product information brochures are referred to collectively as the "Data Sheets". It is the responsibility of the user to obtain and use the most recent version of the Data Sheets. Each Data Sheet relates only to the specific product designated therein and may not be valid where such product is used in combination with any other materials or in any process. Further, since the conditions and methods of use of the product and information are beyond the control of Pencco, Pencco expressly disclaims any and all liability as to any consequential damages or results obtained or arising from any use of the products or the information contained in the Data Sheets. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE AS CONCERNS THE DATA SHEETS OR THE RELATED PRODUCTS.

No statement made in the Data Sheets or by any employee or agent of Pencco shall be construed as a permission or recommendation for the use of any product in a manner that might infringe existing patents. No employee, agent, distributor, or sales representative is authorized to vary the terms of the above paragraph, to make any statements, representations, or warranties inconsistent with the above paragraph, or to provide any information that is at variance with the above paragraph. All materials related to the product are subject in all respects to the above paragraph and to the extent that they are inconsistent with the above paragraph, the terms of the above paragraph shall control.

Pencco
P.O. Box 600
San Felipe, TX 77473
Customer Service 800-864-1742
FAX 888-273-6226

Product Data Sheet
Ferric Chloride Solution

Revision Date: 4/4/14

Description

Pencco's Ferric Chloride is a dark maroon aqueous solution of soluble ferric iron, manufactured to strict specifications from high quality raw materials. Pencco's unique manufacturing process renders a superior Ferric Chloride that is stable at concentrations up to 14% ferric iron. Pencco's Ferric Chloride has a low ferrous iron content, reducing the likelihood of iron carryover throughout the system.

*A Ferric Chloride product with low manganese content (<50 ppm) is available upon request.

Application

Ferric Chloride is manufactured for both municipal and industrial water treatment. Being an iron-based coagulant and having only trace amounts of aluminum, it is widely used for the clarification of drinking water. Ferric Chloride is very effective as a coagulant in oily water clarification. It is excellent for turbidity control, as well as the removal of phosphorus, color, TOC's and suspended solids. Ferric Chloride is widely used for sludge dewatering, as well, resulting in volume reduction. It is very effective at removing arsenic and selenium.

Typical Analysis

Concentration (%Fe^{+3})	10 – 14%
Concentration (%Fe^{+2})	<0.5%
Specific Gravity	1.35 – 1.6
Free Acid	<0.5%
pH	<2.0
Appearance	Dark Maroon
Freezing Point	<0°F

Health and Safety

Ferric Chloride can cause irritation and burns to the skin and eyes. Ensure that individuals handling Ferric Chloride have been fully trained regarding the MSDS, along with PPE requirements and specific operational procedures. In the event of an emergency, call 24 hr. CHEMTREC: 800-424-9300.

Certifications

Ferric Chloride is ANSI/NSF Standard 60 certified for use in potable water treatment and also meets or exceeds all AWWA standards.

Product Handling and Shipping

Ferric Chloride is shipped in railcars, tank trucks, totes, and drums. Suitable materials of construction include fiberglass, PVC, polypropylene, polyethylene, and stainless steel. It can be used with diaphragm metering pumps, providing the materials of construction are compatible. No dilution or preparation necessary.

DOT Classification: Ferric Chloride Solution
Hazard Class: 8 DOT ID Number: UN 2582 Packing Group: III
RQ = 1000 Lbs.

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CERTIFICATE - DISCLOSURE OF OWNERSHIP AND 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: Pencco, Inc.	
Address: P.O. Box 600	**City / ST / Zip:** San Felipe, TX 77473
Telephone: 979-885-0005	**EIN or DUNS :** 74-2333384
Block 2: Description / Subject Matter of Contract	
Services for: Ferric Chloride Supply	**Project Number:** MUC 210177-HM

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND 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	R. L. Horne	P.O. Box 600, San Felipe, TX 77473	979 885 0005
2	Aline Horne	P.O. Box 600, San Felipe, TX 77473	979 885 0005
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 and 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.

Sarah Duffy
Signature

2/23/2021
Date

Subscribed and sworn to before me this 23rd day of February, 2021

Jennifer Guajardo
Notary Signature

JENNIFER GUAJARDO
COMM. EXPIRES 2-06-2023
NOTARY PUBLIC
STATE OF TEXAS

Rev 01.2021

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve award of Contract No. 210181-HM, Blanket Designated Services Contract for Geotechnical Engineering Services - Department of Public Works - Award recommended to: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS (Not-to-Exceed $100,000 - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $100,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The consultant will provide professional geotechnical services in support of the City's Capital Improvement Program on a task order basis for a two (2) year term with no renewal options. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Ninyo & Moore Geotechnical and Environmental Sciences Consultants 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. Contract No. 210181-HM
2. Certificate - Disclosure of Ownership and Principals

BLANKET DESIGNATED SERVICES CONTRACT
FOR
GEOTECHNICAL ENGINEERING SERVICES

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **NINYO AND MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS**, (the "Consultant"), **a Corporation (**CORP), whose address is **6700 Paradise Road, Suite E., Las Vegas, Nevada 89119.**

W I T N E S S E T H:

WHEREAS, the City intends to construct the VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; and

WHEREAS, 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, with respect to each project, 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;

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.1) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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

1.0 CONSULTANT RESPONSIBILITIES

1.1 Definition. A "***Project Task Order***" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

1.2 Issuance. If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.

1.3 Services. For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, Exhibit "E" attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached thereto.

1.4 ***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.

1.5 ***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.

1.6 ***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.

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

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

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

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 of this Contract.

1.8 ***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.

1.9 ***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.

1.10 ***Responsibility for Construction Document Revisions***

1.10.1 ***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.

1.10.2 ***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 10.20.2 and 10.20.3 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 for TWO-YEARS from the date of approval 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. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

6.2 ***Task Orders***. Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.

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

6.4 ***Renewals***. The City may, at its sole option, extend the term of this Contract for up to **NO RENEWALS** beyond the initial term in 6.1. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

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 on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

7.3 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

7.4 ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.5 **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, Section 101 (Preliminary and General Items 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 10.20.1 of this Contract.

7.6 ***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 10.20 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.

7.7 ***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 work performed and accepted by the City, 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 actual hourly wages or reimbursable costs directly related to execution of the Contract 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 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 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 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 10.20.

10.3.2.3 In the event that the City elects to implement 10.3.1.2(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 10.20 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 excluding Professional Liability may exceed fifty thousand ($50,000) without the prior written approval of the City. Professional Liability deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance, and the Professional Liability or self-insured retention shall not exceed fifty thousand ($50,000) 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 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) 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 10.5, 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 "G," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

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

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

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

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

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 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 10.20.1 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

NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

By: Brad L Olsen 2/25/21
Brad Olsen, Principal Engineer

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 2/24/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS *

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " CERTIFICATE OF DISCLOSURE

EXHIBIT " H " PROJECT TASK ORDER

*** Exhibits to be provided prior to contract negotiation**

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL

100.1 The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

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

100.2 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services:

Geotechnical Services

100.2.1 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.

100.3 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.

100.4 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.

100.4.1 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.

100.4.2 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.

100.5 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.

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

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 GENERAL

200.1 The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

200.2 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.3 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 GENERAL

301 TASK ORDER. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 GENERAL

400.1 The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **$100,000**.

401 PAYMENT

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of **2.67**, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task orders. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

401.2 Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

401.3 The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders 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 and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, 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	MAXIMUM HOURLY RATE
Principal	$74.00
Project Manager	$60.00
Engineer	$55.00
Construction Manager	$70.00
Construction Coordinator	$29.00
Senior Inspector	$39.00
Inspector	$31.00
CADD Technician	$36.00
Document Administrator	$22.00
Scheduler	$29.00

* Hourly rates represent straight-time salary. Rates may be adjusted for city-approved overtime

501 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	NOT-TO-EXCEED
None authorized or anticipated as of the date of this Contract.			$0
			$0
			$0

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

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

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

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

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

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

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Jeremy Leavitt, P.E., Engineering Program Manager

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Steve Ford, P.E., City Engineer

600.3 CITY REPRESENTATIVE FOR EACH SUBSEQUENT PROJECT TASK ORDER: As stated in each Project Task Order.

601 CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, The following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

601.1.a **CONSULTANT REPRESENTATIVE (who may also be one of the following staff):** Michael C. Stojanoff, P.E.

601.1.b **RESPONSIBLE IN CHARGE PERSON**: Michael C. Stojanoff, P.E.

601.1.c **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER:** 14720
(List Engineer/Architect License number)

601.1.d **PROJECT MANAGER:** Naik Banavathu, PE

601.1.e **TECHNICIAN/CADD:** Alex Arndt, PE or Rathna Mothkuri

601.1.f **CLERICAL:** Catherine Stewart

601.2 CONSULTANT'S SUBCONSULTANTS

601.2.a Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

EXHIBIT "G"
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: Ninyo & Moore Geotechnical and Environmental Sciences Consultants	
Address: 6700 Paradise Road, Suite E	**City / ST / Zip:** Las Vegas, NV 89119
Telephone: 702/433-0330	**EIN or DUNS :** 15-410-4079
Block 2: Description / Subject Matter of Contract	
Services for: Geotechnical	**Project Number:**

Block 3: **Type of Business**

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

Rev 06.2018

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	Avram Ninyo	5710 Ruffin Road, San Diego, CA 92123	858/576-1000
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: 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: N/A

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

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.

Brad L Ose
Signature

1/25/21
Date

State of: Nevada
County of: Clark

Subscribed and sworn to before me this 25th day of January, 20 21

Catherine Ann Stewart
Notary Signature

CATHERINE ANN STEWART
Notary Public, State of Nevada
Appointment No. 18-2412-1
My Appt. Expires Mar 17, 2022

Rev 06.2018

END OF EXHIBIT "G"

EXHIBIT "H"
PROJECT TASK ORDER

Number H- ___

FOR
MATERIAL TESTING AND SPECIAL INSPECTION

Blanket Services Contract Name:	
Consultant Name:	
Contract Services Listed:	
Contract/Option Period From:	To
Contract/Option Year Not-to-Exceed Fee:	$
Aggregate Task Order value for current option year (prior to this Task Order):	$
Amount of this Task Order	$
Contract amount remaining after this Task Order:	$

Whereas the City and Consultant have signed a Blanket Services Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Services Contract to provide services for the following named Project:

Project Name:	
Location:	
Description:	
Construction Cost Budget:	$

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A – Scope of Services

1000 SCOPE OF THE PROJECT

1000.1 Proposal Included. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated , attached and included as **Exhibit "H-_-1**". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

1000.1.1 **SCOPE OF PROJECT**. The scope and location of the Project is generally described as follows:
Site address: _____
Approximate gross site acreage: _____
Approximate gross building square footage: _____
Offsite improvement area: _____
Improvement description: _____
As shown on the attachment to this Exhibit, titled _____

1000.1.2 **SCOPE OF SERVICES.**

- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF SERVICES FOR THIS PROJECT TASK ORDER HERE - - - - -

PROJECT MANAGEMENT

1000.2 ***MasterWorks 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.

1000.2.1 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.

1000.2.2 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.

ADD THE APPROPRIATE FEDERAL FUNDING REQUIREMENTS HERE FOR YOUR PROJECT

CDBG, SNPLMA AND ARRA REQUIREMENTS CAN BE CUT AND PASTED FROM OUR NET

DO NOT INCLUDE ANY CONSULTANT EXCLUSIONS, CONSULTANT ASSUMPTIONS, OR OTHER CONDITIONS THAT LIMIT THE CONSULTANT'S RESPONSIBILITY WITHOUT REVIEW FROM THE CITY ENGINEER AND THE CITY ATTORNEY.

NEVER ADD ANY LANGUAGE THAT USES WORDS LIKE INDEMNIFICATION, INDEMNITY, INDEMNIFY, DEFEND, OR HOLD HARMLESS.

END OF SECTION "A"

Section B – Required Submittals

2000 SUBMITTALS

2000.1 In addition to the submittals required by the Blanket Services Contract For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF THE DELIVERABLES FOR THIS PROJECT TASK ORDER HERE - - - - -

2000.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

2000.3 Submittals to regulatory agencies shall be as required for each agency.

2000.4 It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF SECTION "B"

Section C – Performance Schedule

3000.1 For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

3000.1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

3000.1.2 The maximum allowed time to complete each portion of the work is as follows:

BY PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	00	Includes 2 week City review period.
Schematic Design	00	Includes 2 week City review period.
Design Development	00	Includes 1 week City review period.
Construction Documents	00	City review is concurrent with drawings.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	**0**	

OR - - - - - DELETE THE TABLE ABOVE OR BELOW THAT IS NOT USED FOR YOUR TASK ORDER - - - - -

BY TASK	CALENDAR DAYS TO COMPLETE	REMARKS
TOTAL	**0**	

END OF SECTION "C"

Section D – Fee Breakdown

4000 COMPENSATION

4000.1 The maximum compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $_____. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This compensation amount is comprised of the parts described in this Section "D" (Fee Breakdown).

- - - SELECT ONE OF THE FOLLOWING PAYMENT METHODS AND DELETE THE OTHER OPTIONS - - -

4001 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E for each phase of the Project identified in this Section "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Section "A" (Scope of Service) for the not-to-exceed amount set forth in this Section "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 not-to-exceed fee shall constitute the maximum 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 Section "A" (Scope of Services).

PHASE	PERCENT of TOTAL	NOT-TO-EXCEED FEE	REMARKS
Programming and Conceptual Design	%	$0.00	
Schematic Design	%	$0.00	
Design Development	%	$0.00	
Construction Documents	%	$0.00	
Bidding	%	$0.00	
Construction	%	$0.00	
Post Construction	%	$0.00	
	TOTAL	$0.00	

OR - - - - - (DELETE METHODS NOT USED) - - - - -

4001.1 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF DELIVERABLES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E based upon the completed of, and acceptance by the City, of each Deliverable identified in Section "A" (Scope of Services). The Consultant agrees to perform the services and complete the Deliverables required under this Contract Section "A" (Scope of Services) for not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each completed Deliverable pursuant to invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum 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 Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

DELIVERABLE	NOT-TO-EXCEED FEE	REMARKS
	$0.00	
	$0.00	
	$0.00	
	$0.00	

	$0.00	
	$0.00	
	$0.00	
TOTAL	$0.00	

OR - - - - - (DELETE METHODS NOT USED) - - - - -

4001.2 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the consultant in accordance with Section 7.0 and Appendix for each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the not-to-exceed amount of set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum 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 Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

TASK	QUANTITY	UNIT PRICE	UNIT	ESTIMATED COST
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
			TOTAL	$0.00

OR - - - - - (DELETE METHODS NOT USED) - - - - -

4001.3 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the fixed fee unit price attributable to each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee unit price shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

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

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

TASK	FIXED FEE UNIT PRICE	UNIT	ESTIMATED QUANTITY OF UNITS	ESTIMATED COST	REMARKS

	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
			TOTAL NOT-TO-EXCEED COST	$	

OR - - - - - (DELETE METHODS NOT USED) - - - -

4001.4 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant hourly rates and testing rates established in the Consultant's attached proposal dated _____based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Services) for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with this Contract. **The Total Not-to-Exceed Cost shall constitute the maximum 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) through the completion of the construction including the completion and final approval of all required reports.**

SERVICE	NOT-TO-EXCEED COST	REMARKS
Special Inspection and Materials Testing	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
TOTAL NOT TO EXCEED COST	$0.00	

4001.5 The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

4002 ALLOWANCE FOR ADDITIONAL SERVICES

4002.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

4002.2 Additional Services are services provided in the interests of the Project that are not set forth in Section "A" (Scope of Services).

4002.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "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.

4002.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment or change order to this Contract to allow them as Reimbursable Expenses.

4002.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$0	Material Testing and Special Inspection

END OF SECTION "D"

Section E – Additional Compensation

5000 RATES AND REIMBURSABLES

5000.1 ***Consultant Hourly Rates***: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

5000.2 ***Additional Services Rates:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

5000.3 ***Reimbursable Expenses:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Section F – Key Personnel List

Unchanged from the description included in Exhibit "F" of the Blanket Services Contract, except as follows:

- CITY REPRESENTATIVE:
- CITY REPRESENTATIVE'S SUPERVISOR:

- - - - - - THE PROJECT MANAGER'S NAME SHOULD BE LISTED FOR THIS TASK ORDER PROJECT. - - - - - - -

Section F – Disclosure

Unchanged since signing Exhibit "G" of the Blanket Services Contract.

- - - - - - - VERIFY WITH THE CONSULTANT - - - - - -

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Contract referenced herein.

Dated this _____ day of _____, _____.

By: _____ By: _____

CONSULTANT CITY

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: Ninyo & Moore Geotechnical and Environmental Sciences Consultants	
Address: 6700 Paradise Road, Suite E	**City / ST / Zip:** Las Vegas, NV 89119
Telephone: 702/433-0330	**EIN or DUNS :** 15-410-4079
Block 2: Description / Subject Matter of Contract	
Services for: Geotechnical	**Project Number:**

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	Avram Ninyo	5710 Ruffin Road, San Diego, CA 92123	858/576-1000
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: 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: N/A

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

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.

Brad L Ose
Signature

1/25/21
Date

State of: Nevada
County of: Clark

Subscribed and sworn to before me this 25th day of January, 2021

Catherine Ann Stewart
Notary Signature

CATHERINE ANN STEWART
Notary Public, State of Nevada
Appointment No. 18-2412-1
My Appt. Expires Mar 17, 2022

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve award of Contract No. 210178-JH, Prime Design Services Contract for Owens Avenue System: Vegas Storm Drain - Shadow Mountain to Jones - Department of Public Works - Award recommended to: WSP USA, INC. ($770,000 - Road and Flood Capital Projects Fund) - Ward 5 (Crear) and Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: $770,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The contract provides professional services to design and construct approximately 3,300 linear feet of 8' x 6' reinforced concrete box (RCB) within Vegas Drive between Shadow Mountain Place and Jones Boulevard, with additional storm drain work on Shadow Mountain Place. Award of this project is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2018 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. WSP USA, 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. Contract No. 210178-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
OWENS AVENUE SYSTEM: VEGAS STORM DRAIN - SHADOW MOUNTAIN TO JONES

THIS CONTRACT is made and entered into this _____ day of _____, _**2021**___, 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 **WSP USA INC.**, (the "Consultant"), **a CORPORATION**, whose address is **300 S. 4th Street, Suite 1200, Las Vegas, NV 89101**; having its principal office located at One Penn Plaza, 2nd Floor, New York, NY, 10119 USA.

PROJECT DESCRIPTION: Design Project is associated with Vegas Storm Drain from Shadow Mountain to Jones. Design and construct approximately 3,300 lineal feet of 8' x 6' reinforced concrete box (RCB) within Vegas Drive between Shadow Mountain and Jones. Laterals are proposed on Shadow Mountain Place, Smith Street, and Saylor Way south of Vegas Drive, Wildwood Drive, and Jones Boulevard. These facilities will reduce flooding in the central portion of the city.

W I T N E S S E T H:

WHEREAS, the City intends to construct the Owens Avenue System: Vegas Storm Drain - Shadow Mountain to Jones (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 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 any 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 on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.04. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

7.3 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

7.4 ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.5 ***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, Section 101 (Preliminary and General Items 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.

7.6 ***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.

7.7 ***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 work performed and accepted by the City, 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 actual hourly wages or reimbursable costs directly related to execution of the Contract 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 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 10.3.1.2 (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 10.4.2 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 (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand ($100,000) 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 "H" (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 10.20.1 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 10.20.3. 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 2/21/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT (WSP USA Inc)

By: _____
Syndi Dudley, Senior Director - Local Business Leader, Vice 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 INFORMATION

100.1 PROJECT OVERVIEW DESCRIPTION

This Vegas Drive Storm Drain Project consists of the construction of Regional Flood Control Facility LVOW0360 and associated laterals. The project is located within Vegas Drive roughly 600 feet west of Jones Boulevard and extends approximately 3,000 feet to Shadow Mountain Place. Storm drain laterals extend to a maximum of ¼ mile south along Jones Boulevard, south along Shadow Mountain Place and north along Saylor Way. Laterals will also extend approximately 500 feet south along Saylor Way, and 300 feet south along Winwood Street, and Smith Street. Project will also include pertinent permitting, utility coordination, roadway reconstruction, restriping and traffic signal reconstruction. These facilities will reduce flooding in the central portion of the city

100.2 Construction Cost Budget (Not Used)

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Regional Transportation Commission of Southern Nevada Policies and Procedures
- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations

- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- Freeway and Arterial System of Transportation (FAST) standards
- National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

100.6.5 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and

ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.6 The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

100.6.7 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

100.6.8 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.

100.6.9 The Consultant shall ensure that the new design work contains no asbestos containing building materials of any kind without approval of the Engineer.

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 Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations. Additionally, projects shall be in conformance with the "Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way", available at: http://www.access-board.gov. In the event the consultant is not able to comply with these standards a "PROWAG design exception memorandum shall be prepared as required in the project submittals.

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. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's effect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

100.6.13 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Special Provisions", incorporated herein by reference, into the Contract Documents prepared for bidding

for the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

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

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

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

100.6.17 Plan and Special Provision Production and Submission

- All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2018 or newer in accordance with current city of Las Vegas CAD standards, which are found on the city's website.
- The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:
- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model
- Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines
- Surface elements of the design will be designed three-dimensionally
- All curb ramps shall have detailed grading information to show compliance with PROWAG
- Intersection grading shall be provided at a level of detail necessary to allow construction to applicable tolerance
- Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography
- Specifications shall be prepared in City standard format using the software program Microsoft Word 2016 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

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

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

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

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

100.7 Cost Estimates

100.7.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared as directed by the City using the software program Microsoft Excel 2016 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant. In providing estimates of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

100.8 Construction Change Orders

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

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

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

100.9 Responsibilities of the Consultant

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

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

- Section 101 – Preliminary and General Items
- Section 102 – 30% Design Phase
- Section 103 – 70% Design Phase
- Section 104 – 90% Design Phase
- Section 105 – 100% Design Phase
- Section 106 – Bid Phase
- Section 107 – Construction Phase (Not Used)
- Section 108 – Post Construction Phase (Not Used)

100.10 Responsibilities of the City

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

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

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

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

100.11 City's Review Process

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

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

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

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

101 PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

101.1.3 Invoices shall be in the same format and include the same information as specified in the example invoice provided in Exhibit G. The associated certified payrolls and/or time cards shall be included with each invoice. In addition, a copy of the current project schedule must be submitted with each invoice

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

101.1.5 Project Management Software. Upon City request, Consultant shall utilize the City's online project management software for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately twelve (12) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

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

- Clark County Regional Flood Control District ("CCRFCD")
- Clark County Department of Public Works
- City of Las Vegas work groups, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Operations and Maintenance, and Land Development

- Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
- Freeway and Arterial System of Transportation ("FAST")
- Utility providers, including but not limited to, NV Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, small cell providers, and other fiber optic and communication carriers
- Nevada Department of Transportation ("NDOT") and
- Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Utility base drawing will be developed within the SUE Task. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

- Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks. **Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.**
- Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.
- Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

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

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

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

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

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

101.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over

the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

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

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project :

- NDOT Encroachment Permit for Jones Boulevard
- Clark County Offsite Permit for Vegas Drive between Smith Street and Michael Way, Smith Street, and Shadow Mountain Place south of Vegas Drive

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

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

101.5 Public Outreach (Not Used)

101.6 Section 8 Facility Specific Environmental Analysis

101.6.1 Consultant shall prepare a Section 8 Facility-Specific Environmental Analysis including a Phase I Site Assessment for the Project. It is anticipated that resources can be analyzed by referencing the charts and maps in the Supplemental Final Environmental Impact Statement for the Clark County Regional Flood Control District Master Plan. Field reconnaissance and research of environmental records will be conducted. Biological, botanical, and cultural resources surveys are not anticipated to be necessary and are not included in this Basic Services scope but will be provided under Additional Services upon separate authorization by the City.

101.6.2 Deliverables: The Consultant shall submit one (1) copy of the Section 8 Environmental Analysis to the City and the RFCD.

102 30% DESIGN PHASE

102.1 Survey

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

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

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

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

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

102.1.6 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.

102.1.7 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.

102.1.8 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.

102.1.9 Design Topographic Survey. 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.

- 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.

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

102.2 Right-of-Way

102.2.1 Consultant's professional land surveyor (Surveyor) will conduct research of all available public records necessary to identify and establish the right-of-way limits. This shall include an investigation of all applicable Bureau of Land Management (BLM) files located at their Las Vegas Field Office whenever any portion of the proposed project area occupies BLM property. When available the City shall provide right-of-way records, studies and other available information. Surveyor will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Surveyor shall prepare legal descriptions and exhibits for deed purposes. Consultant will prepare property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Survey & Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Survey & Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 30% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included with the 30% design submittal.

102.2.4 70% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.5 90% Submittal. Consultant shall update the exhibits showing the acquired right-of-way, easements, and AEP's. The acquisition status table shall be updated and submitted to the City for review.

102.2.6 100% Submittal. Consultant shall update the exhibits to show the acquired right-of-way, easements, and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

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

102.2.8 **Deliverables:** Exhibits at the 30%, 70%, 90% and 100% submittals as outlined in 102.2.3 through 102.2.6; Letter summarizing Right-of-Way, Easements and AEP status as outlined in 102.2.7.

102.3 Records Review, Information Research and Analysis of Data

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

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

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

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

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 Work Standards

- Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" (Current Version). A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.
- It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.
- All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor. Surveying activities associated with SUE services shall only be conducted by the surveyor providing control for the project.

102.4.2 Quality Level D Tasks

- Conduct appropriate investigations (e.g. owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; needed for clarification.

102.4.3 Quality Level C Tasks

- Identify surface features, from project topographic data (if available) and from field observations, which are surface appurtenances of subsurface utilities.
- Survey surface features of subsurface utility facility or systems, if such features have not already been surveyed by a registered professional.

- Survey shall also include determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface uitlities, furnished by utility owners for design purposes.

102.4.4 Quality Level B Tasks

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

102.4.5 Quality Level A Tasks

- CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.
- When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
- Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
- Measure and/or record the following information on an appropriately formatted test hole data sheet::
    - For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
    - Elevation of existing grade over utility at test hole.
    - Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
    - Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
    - Approximate centerline bearing of utility line.
    - Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
    - Utility structure material composition, when reasonably ascertainable.
    - Identity of benchmarks used to determine elevations.
    - Utility facility condition.
    - Pavement thickness and type when applicable.
    - Soil type and site conditions.
    - Identity of utility owner/operator.
    - Other pertinent information as is reasonably ascertainable from test hole.
- Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.
- A total of thirty (30) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- As appropriate, amend the indicated quality level of depicted information

***102.4.6* SUE Deliverables**

- Consultant shall prepare a separate "Existing Utility Location Plan" that clearly depict applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:
  - Existing rights-of-way
  - Centerlines and control alignments
  - Easements
  - Existing topographical information
  - All utilities within the project limits
  - QL A test hole locations
- Appropriately formatted test hole data sheets as described in QL A tasks above to be included with the final plans.
- Electronic files of the updated "Existing Utility Location Plan" at each regular submittal.

102.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal:

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

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

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

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

102.5.4 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

102.5.6 **Deliverables:** The Consultant shall provide five (5) bound copies and an electronic copy (PDF) of the Geotechnical Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

102.6 30% Design Phase Submittal

102.6.1 30% Design Phase Plans

- The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40" scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.
- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key mapStorm Drain Plan and Main Line Profile
- Utility Plans

102.6.2 Preliminary Design Report

- The results and summaries of items identified in the preceding work above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source. The PDR will include, but is not limited to, the following:
  - Cover page
  - Table of Contents
  - Executive Summary
  - Transmittal memo stamped and signed by the Consultant Project Manager
  - Inventory of existing conditions, including photo library
  - Adjacent completed projects summary
  - Design controls and assumptions
  - Survey Summary (including Record of Survey and approval from City Surveyor)

- Right of Way Summary (including a summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative)
- Utility Issues and Conflicts Summary
- Summary of Permits (including a summary matrix of required permits)
- Draft Geotechnical ReportPreliminary Drainage Study (including hydraulic analyses)
- Construction Cost Estimate and
- 30% Design Phase Plans

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

102.6.3 Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.6

- **Deliverables:** Submit QC/QA certification letter. Submit quality assurance review set of plans, quantities of materials, and specifications as applicable.

102.6.4 **Deliverables:** Submit five (5) copies of the Preliminary Design Report to the City; Submit two full size sets (24" X 36") and two (2) half size sets (11" X 17") and all associated electronic files of the 30% Design Phase Plans to the City; Submit one (1) copy of the Preliminary Design Report to RFCD and CCPW; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

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

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

102.8 Overall Project Scope, Schedule and Budget Review

102.8.1 After City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope,

schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this Contract or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this Contract. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this Contract as specifically allowed in other sections of this Contract.

102.8.2 **Deliverables:** Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction.

102.8.3 Consultant is hereby informed of the purpose of the deliverables in **102.8.2** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

103 70% DESIGN PHASE

103.1 *70% Design Phase Submittal*

103.1.1 Draft Final Design Report and Detailed Hydraulic Analysis – The Consultant shall develop detailed hydraulic models for the conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. The hydraulic models will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The storm drain facilities and lateral pipes will be included in the hydraulic models. In addition, riprap rock and drop inlet sizing calculations will be performed. The Draft Final Design Report will also document any ADA specific items related to the storm drain design and/or layout. ADA related items include but are not limited to: hinged manhole covers; inlets near ramps; and, area inlets near roadways and/or sidewalks.

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

> **Deliverables:** Submit five (5) copies of the Draft Final Design Report to the City, Submit one (1) copy of the Draft Final Design Report to RFCD, NDOT and CCPW.

103.1.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Storm Drain Plan and Profiles (including lateral plan and profiles)

- Storm Drain Details
- Utility Plans
- Existing Utility Location Plan (SUE Plans)
- Traffic Striping and Signing Plans
- Traffic Signal Plans, including existing traffic signal infrastructure
- Special Details as required for the Project
- Deliverables: Submit five (5) copies of the half scale plans (11" X 17") and two (2) copies of full size plans (24" x 36") and all associated electronic files to the City (excel, word, PDF, etc.): Submit, one (1) copy of the half scale plans, to RFCD and CCPW; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

103.1.4 **Deliverables:** Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet; pdf format will not be accepted); Submit, one (1) copy of the 70% cost estimate to RFCD.

103.1.5 70% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada. All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

103.1.6 **Deliverables:** Submit five (5) copies of the bound Special Provisions to the City and all associated electronic files; Submit one (1) copy of the bound Special Provisions to RFCD and CCPW.

103.1.7 ADA/PROWAG Design Memorandum (Not Used)

103.1.8 Quality Control/Quality Assurance (QC/QA): Review to be performed as outlined in 100.6.

103.1.9 **Deliverables:** Submit QC/QA certification letters. Submit quality assurance review set of plans, quantities of materials, and specifications.

103.2 ***70% Walk Through (Not Used)***

104 90% DESIGN PHASE

104.1 90% Design Phase Submittal

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

104.1.2 **Deliverables**: Submit five (5) copies of the Final Design Report to the City, Submit one (1) copy of the Final Design Report to RFCD, NDOT and CCPW.

104.1.3 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions and shall be checked against the geotechnical report to verify compatibility of the design. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements.

***104.1.4* Deliverables**: Submit five (5) copies of the half scale plans (11" X 17") and one (1) copy of full size plans (24" x 36") and all associated electronic files to the City (excel, word, PDF, etc.): Submit, one (1) copy of the half scale plans, to RFCD, CCPW, and NDOT; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.5 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

- **Deliverables**: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, one (1) copy of the 90% cost estimate to RFCD.

104.1.6 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

- **Deliverables:** Submit five (5) copies of the bound Special Provisions to the City; Submit one (1) copy of the bound Special Provisions to RFCD, CCPW and NDOT.

104.1.7 ADA/PROWAG Design Memorandum (Not Used)

104.1.8 Quality Control/Quality Assurance (QC/QA): Review to be performed as outlined in 100.6.

104.1.9 Deliverables: Submit QC/QA certification letter. Submit quality assurance review set of plans, quantities of materials, and specifications.

104.2 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

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

104.4 Project Presentations - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. The following presentations are anticipated:
104.4.1 Regional Flood Control District Citizens Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
104.4.2 Regional Flood Control District Technical Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
104.4.3 Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
***104.4.4* Deliverables:** Board attendance; backup materials; presentation materials.

104.5 ***Finalize Permit Applications*** – The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

105 100% DESIGN PHASE

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

105.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten (10) copies of the half scale plans, two (2) full size plans, and all associated electronic files to the City (excel, word, PDF, etc.), five (5) copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two (2) copies of structural calculations to the City; Submit four (4) copies of 11" X 17" Construction Easement Maps and three (3) sets of mail labels of property owners for any requested easements to the City; Submit two (2) copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural calculations to RFCD and CCPW. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

105.3 Deliverables for the 100% Final (bond) Submittal: One set of 24" X 36" bond plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two (2) copies of the half scale plans, bound Special Provisions, all associated electronic files to the City (excel, word, PDF, etc.), and 100% Final Cost Estimate by funding source and two copies of final structural calculations to RFCD and CCPW One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD Civil 3D version 2018 or newer) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

106 BID PHASE

106.1 *Pre-Bid Conference*

106.1.1 The Consultant shall attend the pre-bid conference

106.2 *Bid Requests and Responses*

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

106.3 *Bid Opening*

106.3.1 At the City's request, the Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

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

106.4 *Conformed Specifications and Drawings*

106.4.1 Subsequent to bid opening, the Consultant shall prepare and issue a conformed set of specifications and drawings which incorporate any modifications and/or clarifications issued during the Bid Phase. Within 14 calendar-days after bid opening, the consultant shall submit two copies of the half-scale plans, two full-size plans, all associated electronic files, three copies of the bound Special Provisions to the City. Both the hard-copy and electronic versions shall be clearly marked as "Conformed" and include the date of issuance.

107 CONSTRUCTION PHASE (Not Used)

108 POST CONSTRUCTION PHASE (Not Used)

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

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

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

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

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

301 PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	120	Includes 75 days for survey and ROW mapping
70% DESIGN PHASE	120	Following receipt of all comments on the 30% Design Phase. Includes 30 days for utility potholing.
90% DESIGN PHASE	60	Following receipt of all comments on the 70% Design Phase
100% DESIGN PHASE (Pre-Final Bond)	30	Following receipt of all comments on the 90% Design Phase
100% DESIGN PHASE (Final Mylar)	30	Following receipt of all comments on the 100% Pre-Final Submittal. Assumes 2 weeks for Mylar cover signatures.
BID PHASE	N/A	Bid support will be provided during the duration of the initial bid
CONSTRUCTION PHASE	365	Construction Support will be provided during the duration of construction
POST CONSTRUCTION PHASE	14	Following receipt of the Contractor's As-Built redlines
TOTAL CALENDAR DAYS TO COMPLETE:	**850**	

302 DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

303 CONSTRUCTION

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

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

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 **$770,000**. 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 BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of **2.80**, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$667,236.00	

401.2 Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing direct salaries and subconsultant costs as detailed in Exhibit E. Work performed will be invoiced and paid in accordance with Section Seven.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

Multiplier: 2.80

TASK	DESCRIPTION	Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 29,131.20
101.2	Kick-Off Meeting and Progress Meetings	$ 12,219.20
101.3	Utility and Agency Coordination	$ 15,814.40
101.4	Project Permits	$ 5,745.60
101.5	Community Notification and Engagement (Not Used)	$ -
101.6	Section 8 Facility Specific Environmental Analysis	$ 14,408.80
101	**Subtotal Hours**	
101	**Subtotal Fee**	$ 77,319.20
102	**30% DESIGN PHASE**	
102.1	Survey	$ 20,288.80
102.2	Right-of-Way	$ 5,788.80
102.3	Records Review, Information Research and Analysis of Data	$ 17,852.80
102.4	Subsurface Utility Engineering (SUE) Services	$ 46,689.60
102.5	Geotechnical Investigation	$ 45,356.00
102.6.1	30% Design Phase Plans	$ 67,289.80
102.6.2	Preliminary Design Report	$ 43,092.00
102.6.3	Quality Control/Quality Assurance Review	$ 3,315.20
102.7	Walk Through	$ 3,920.00
102.8	Overall Project Scope, Schedule and Budget Review	$ 756.00
102	**Subtotal Hours**	
102	**Subtotal Fee**	$ 254,349.00
103	**70% DESIGN PHASE**	
103.1.1	Draft Final Design Report	$ 32,989.60
103.1.2	70% Design Phase Plans	$ 93,503.00
103.1.3	70% Design Phase Construction Cost Estimate	$ 4,536.00
103.1.4	70% Design Phase Special Provisions	$ 14,555.80
103.1.5	ADA/PROWAG Design Memorandum (Not Used)	$ -
103.1.6	Quality Control/Quality Assurance Review	$ 3,315.20
103.2	70% Walk Through (Not Used)	$ -
103	**Subtotal Hours**	
103	**Subtotal Fee**	$ 148,899.60
104	**90% DESIGN PHASE**	

TASK	DESCRIPTION	Task Amounts
104.1.1	Final Design Report	$ 13,545.60
104.1.2	90% Design Phase Plans	$ 79,887.20
104.1.3	90% Design Phase Construction Cost Estimate	$ 3,752.00
104.1.4	90% Design Phase Special Provisions	$ 15,700.80
104.1.5	ADA/PROWAG Design Memorandum (Not Used)	$ -
104.1.6	Quality Control/Quality Assurance Review	$ 3,315.20
104.2	Buy America Compliance (Not Used)	$ -
104.3	90% Walk Through	$ 3,920.00
104.4	Bidability and Constructability (B&C)	$ 8,579.20
104.5	Project Presentations	$ 4,144.00
104.6	Finalize Permit Applications	$ 2,632.00
105	**Subtotal Hours**	
105	**Subtotal Fee**	$ 135,476.00
105	**100% DESIGN PHASE**	
105.1.2	100% Pre-Final (Bond) Submittal	$ 27,632.40
105.1.3	100% Final (Mylar) Submittal	$ 11,777.40
105	**Subtotal Hours**	
105	**Subtotal Fee**	$ 39,409.80
106	**BID PHASE**	
106.1	Pre-Bid Conference	$ 756.00
106.2	Bid Requests and Responses	$ 5,980.80
106.3	Bid Opening	$ 1,484.00
106.4	Conformed Specifications and Drawings	$ 3,561.60
106	**Subtotal Hours**	
106	**Subtotal Fee**	$ 11,782.40
	Total Basic Services Fee	$ 667,236.00

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 Consultant Hourly Rates established in Exhibit "E" (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" (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" (Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$102,764.00	See list below.

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

- Addenda – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.
- Additional Topographic Survey – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
- As-Builts – As requested by the City, Consultant shall provide As-Builts.
- Construction Assistance – As required by the City, Consultant shall attend progress meetings during construction of the Project.
- Dam Safety Permit – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
- Drainage Study – As required by the City, Consultant shall prepare a Drainage Study for the Project.
- Facility Specific Environmental Assessment – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
- Hydrology and Hydraulics – As required by the City, Consultant shall provide additional hydrology and hydraulics.
- Master Plan Amendment – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
- Public Meetings – As required by the City, Consultant shall attend and participate in public meetings.
- Removal of Inflow/Infiltration Sources to Sanitary Sewer System – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
- Right-of-Way – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
- Section 404 Permit Application – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

- Sewer Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
- Slope/Embankment Design – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
- Storm Drain Retrofit Design – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
- Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
- Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.
- Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
- Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities
- Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, 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	**MAXIMUM HOURLY RATE**
Principal	$135
Project Manager	$108
Sr. Project Engineer	$96
Project Engineer	$84
Senior Structural Engineer	$90
Technician / Designer	$61
Engineering Intern	$40
CAD Tech	$48
Clerical	$40
Environmental Specialist	$55

501 ADDITIONAL SERVICES RATES

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

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

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	**$ 102,764.00**
	Total Additional Services - Fee	**$ 102,764.00**

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized as of date of this contract

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

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

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

502.5 Estimated Travel and per diem expenses are included not-to-exceed the Basic Services Fees, Additional Travel expenses incurred prior to written authorization shall not be considered for reimbursement.

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Lorraine Linnert, PE

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Jeremy Leavitt, PE

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 (who may also be one of the following staff): Jeffrey Douglas, PE**

601.1.2 **CONSULTANT REPRESENTATIVE'S SUPERVISOR: Syndi Dudley, PhD, PE**

601.1.3 **PROJECT MANAGER: Jeffrey Douglas, PE**

601.1.4 **RESPONSIBLE IN CHARGE PERSON**:
List name of individual Engineer as licensed: Jeffrey Steven Douglas

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number: **18417**

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 AERIAL MAPPING:

602.1.2 ENVIRONMENTAL:

602.1.3 CIVIL ENGINEER:

602.1.4 STRUCTURAL ENGINEER:

602.1.5 MECHANICAL ENGINEER:

602.1.6 ELECTRICAL ENGINEER:

602.1.7 LANDSCAPE DESIGN:

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant):

602.1.9 GEOTECHNICAL ENGINEER: **Geotechnical & Environmental Services, Inc.**

602.1.10 LAND SURVEYOR: **Sunrise Engineering, Inc.**

602.1.11 POTHOLING: **KCI Technologies, Inc.**

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
101	**PRELIMINARY AND GENERAL ITEMS**	$0.00	$0.00	$0.00	$0.00	$0.00			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
102	**PRELIMINARY DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review, Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	Conceptual Alternatives				$0.00	$0.00			
102.6.1.2	Bridge Conceptual Design and Front Sheet				$0.00	$0.00			
102.6.2	Hydraulic Analysis				$0.00	$0.00			
102.7	Walk Through				$0.00	$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				$0.00	$0.00			
103	**70% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
103.1.1	Design Report and Detailed Hydraulic Analysis - NOT USED				$0.00	$0.00			
103.1.2	70% Design Phase Plans				$0.00	$0.00			
103.1.2a	70% Structural Design				$0.00	$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				$0.00	$0.00			
103.1.4	70% Special Provisions-NOT USED				$0.00	$0.00			
103.1.5	ADA/PROWAG Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
103.3	Structures				$0.00	$0.00			
104	**90% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.2a	90% Structural Design				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Final ADA/PROWAG Design Memorandum				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	Stability and Constructability (S&C)				$0.00	$0.00			
104.5	Finalize Permit Applications				$0.00	$0.00			
105	**100% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
105.1.2	100% Pre-Final (Bond) Submittal				$0.00	$0.00			
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
105.1.3a	Final Structural Design				$0.00	$0.00			
106	**BID PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
107	**CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
108	**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 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:

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

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, INC.	
Address: 300 S. 4th Street, Suite 1200	**City / ST / Zip:** Las Vegas, NV, 89101
Telephone: 725-724-4400	**EIN or DUNS :** 11-1531569
Block 2: Description / Subject Matter of Contract	
Services for: Owens Avenue System - Vegas Storm Drain	**Project Number:** 210178-JH

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	WSP USA, Inc. (100% owner)	One Penn Plaza, 2nd Floor, New York, NY 10119	212-465-5000
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.

JOHN M. MUSCARELLA
Notary Public - State of Nevada
County of Clark
APPT. NO 98-2477-1
My App. Expires March 14, 2022

Signature

2/12/21
Date

Subscribed and sworn to before me this 12 day of FEB., 20 21

STATE: NEVADA
COUNTY: CLARK

Notary Signature

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.

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Address: 300 S. 4th Street, Suite 1200	**City / ST / Zip:** Las Vegas, NV, 89101
Telephone: 725-724-4400	**EIN or DUNS :** 11-1531569
Block 2: Description / Subject Matter of Contract	
Services for: Owens Avenue System - Vegas Storm Drain	**Project Number:** 210178-JH

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

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	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
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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: _____

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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.

JOHN M. MUSCARELLA
Notary Public - State of Nevada
County of Clark
APPT. NO 98-2477-1
My App. Expires March 14, 2022

Signature

2/12/21
Date

Subscribed and sworn to before me this 12 day of FEB., 20 21

STATE: NEVADA
COUNTY: CLARK

Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
18

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation for the production of the Las Vegas Days Rodeo to be held May 6-8, 2021 at the Core Arena and to approve the ratification of the award of $180,000 to The Plaza Hotel & Casino - Ward 5 (Crear)

FISCAL IMPACT:
Amount: $180,000
Funding Source: License Plate Revenue
Dept./Division: Commission for the Las Vegas Centennial

PURPOSE/BACKGROUND:
A funding request in the amount of $180,000 was approved by the Commission for the Las Vegas Centennial at the January 25, 2021 Commission meeting, for the production of the Las Vegas Days Rodeo to be held May 6-8, 2021 at the Core Arena located at the Plaza, 1 Main Street, Las Vegas, NV. Production costs include the running of rodeo events and the staff necessary to operate and manage the events.

RECOMMENDATION:
It is recommended that City Council approve the Commission‘s funding allocation for the Las Vegas Days Rodeo in the amount of $180,000.

BACKUP DOCUMENTATION:
1. Centennial Grant Agreement with The Plaza Hotel & Casino, including Exhibit A (budget)

CENTENNIAL GRANT AGREEMENT
WITH
THE PLAZA HOTEL & CASINO

PROJECT NUMBER: 21-0005-CLC1

THIS CENTENNIAL GRANT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada nonprofit corporation (hereinafter the "Commission"), and THE PLAZA HOTEL & CASINO, a limited liability company duly organized in the State of Nevada (hereinafter the "Grantee").

RECITALS:

WHEREAS, in 2001, the Nevada Legislature passed legislation as codified in NRS 482.7903 which authorized the design, preparation and issuance of special license plates to commemorate the 100th anniversary of the founding of the city of Las Vegas; and

WHEREAS, the fees from the sale of the specialized commemorative license plates are distributed to the city of Las Vegas to be used to pay for projects relating to the commemoration of the history of the City of Las Vegas (the "City"), including, without limitation, historical markers, tours of historic sites, and improvements to or restoration of historic buildings and structures; and

WHEREAS, the Commission was created by the City to oversee the distribution of the fees on behalf of the City in accordance with NRS 482.7903; and

WHEREAS, the Grantee has submitted a Centennial Grant application requesting Centennial grant funds to be used for the production and running of the 2021 Las Vegas Days Rodeo to be held May 6-8, 2021 at the Core Arena located at the Plaza, 1 Main Street, Las Vegas, NV 89101. Funding components include the following: (a) rodeo entrance and judging fees (b) the rental, transportation and feed for livestock, (c) water truck and tractor rentals, (d) rodeo announcers and entertainment staff, (e) event labor, (f) fire responder staff, and (g) portable toilet rentals.

WHEREAS, the Commission desires to provide Centennial Grant funds to fund the production and running of the 2021 Las Vegas Days (the "Project") to be completed by May 9, 2021.

WHEREAS, the Commission desires to provide Centennial Grant funds to support the Project subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and the Grantee agree as follows. The foregoing Recitals shall be incorporated herein as though fully set forth below.

1. **GRANT AMOUNT.** Subject to the terms of this Agreement, the Commission hereby grants and the Grantee hereby accepts a grant in the amount of One Hundred and Eighty Thousand Dollars ($180,000.00) (the "Centennial Funds") to be used for the planning and running of the 2021 Las Vegas Days Rodeo located at Core Arena in Downtown Las Vegas.

2. **ELIGIBLE COSTS.** The Grantee agrees that the Centennial Funds shall be used specifically for expenses relating to the planning and running of the 2021 Las Vegas Days Rodeo (the "Eligible Costs") as more specifically described on the Budget attached to this Agreement as **Exhibit A** and incorporated herein. The Grantee agrees that any expenses not listed on **Exhibit A** are deemed ineligible for reimbursement and shall be the responsibility of the Grantee (unless otherwise approved by the Commission). In addition, any costs in excess of the amount of the Centennial Funds shall be the responsibility of the Grantee and not the Commission.

3. **PAYMENT TO GRANTEE.** The Commission agrees to reimburse the Grantee for Eligible Costs incurred by the Grantee up to the maximum amount of the Centennial Funds. In order to receive a payment of the Centennial Funds, the Grantee agrees to submit to the Executive Director of the Commission a request for a disbursement of Centennial Funds with copies of invoices, receipts, cancelled checks and/or other related documents which evidence the Eligible Costs. The Executive Director shall review and request further documentation as deemed reasonably necessary by the Executive Director to determine that such expenses constitute Eligible Costs. The Commission will make payment within thirty (30) calendar days of receipt of a request for a disbursement of Centennial Funds unless the Executive Director reasonably determines that further documentation and review is required.

4. **TERM.** The term of this Agreement shall commence when this Agreement is formally executed by the Commission and shall remain in effect until the amount of the Centennial Funds granted herein have been disbursed in total to the Grantee and the "Final Report" (defined in section 6 below) has been submitted and approved by the Commission.

5. **CENTENNIAL RECOGNITION.** Grantee agrees to acknowledge the Centennial Commission as a contributing sponsor of the Project, with signage on/at the Project, and in its advertisements, printed materials, television, radio and electronic medium as a supporter of the Project. Grantee will also include a statement that the Project is funded by sales of the Las Vegas License Plate. The Centennial Commission reserves the right to disapprove of any signage and/or material and, if Centennial Commission disapproves of any signage and/or material, the Grantee agrees to cease the display, publication and distribution of the materials until finally approved by Centennial Commission.

6. **FINAL REPORT TO COMMISSION.** Within ninety (90) days of the completion of the Project, the Grantee agrees to submit a report to the Commission ("Final Report") which Final Report will include (a) an accounting of the expenditures incurred by the Grantee,

including a detailed report of how the Centennial Funds were used; and (b) the elements of the commemoration of the history of Las Vegas.

7. **APPLICABLE LAW AND STATUTES.** The Grantee shall comply with all applicable federal, state and local laws and regulations. This includes obtaining any and all necessary permits or licenses from the City or any other relevant entity or agency. The Commission represents that this Agreement complies with all applicable federal, state and local laws and regulations including, without limitation, NRS 482.7903.

8. **INSURANCE.** The Grantee shall procure and maintain during the Term of this Agreement comprehensive general liability insurance coverage in a sufficient amount to cover bodily injury and property damage before, during and after the Project is completed. Grantee agrees to name the Centennial Commission as an additional insured and provide a copy of its Certificate of Insurance to the Executive Director of the Commission.

9. **INDEMNIFICATION.** Notwithstanding any of the insurance required set forth in this Agreement, the Grantee shall protect, indemnify and hold the Commission, its working groups, directors, officers, employees and the City harmless from and against any and all third party claims, liabilities, losses, suits, actions, decrees and judgments ("Claims") which may be recovered from or sought against the Commission, as a result of, by reason of, or as a consequence of, any negligent act or omission or breach of this Agreement on the part of FSE, its officers, employees or agents in the performance of the terms, conditions and covenant of this Agreement. The Grantee's indemnification obligation hereunder shall be subject to (i) receiving prompt written notice of the existence of any Claim; (ii) permitting the Commission to participate (but not control), at its own cost, in the defense of any Claim; and (iii) receiving full cooperation of the Commission in the return thereof.

10. **TERMINATION FOR DEFAULT.** The Commission shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any cause including, but not limited to, the failure of the Grantee to perform this Agreement in accordance with its terms. Such termination shall be effected by providing (3) thirty calendar days prior written notice from the Commission to Grantee, specifying the extent and effective date of the termination. Upon termination of this Agreement, the Commission shall not be responsible to the Grantee for any further payments from the Centennial Grant provided by this Agreement and the Grantee agrees not to request any payment of the Centennial Grant funds provided herein.

11. **INDEPENDENT CONTRACTOR.** The Grantee is deemed to be an independent contractor under this Agreement and shall not be deemed a partner, joint venturer or employee of the Commission.

12. **WARRANTY.** The Grantee warrants that all services performed are in accordance with current, sound and generally accepted industry practices in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement.

13. **FORCE MAJEURE.** The Grantee is excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government.

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

15. **SEVERABILITY.** In the event of any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

16. **NOTICES.** All notices, consent and demands hereunder shall be in writing and shall be personally delivered, sent via overnight delivery by a nationally recognized carrier or via facsimile, addressed to any party at the address set forth below, and shall be deemed received (a) upon delivery, if personally delivered, or on the date of attempted delivery if delivery is refused (provided, however, that if such date is a weekend or holiday, such notice shall be deemed received on the succeeding business day), (b) one (1) business day after mailing, if sent via overnight delivery, or (c) the day of delivery if delivered by facsimile prior to 5:00 p.m. Pacific Standard Time (or the succeeding business day if such facsimile is delivered after 5:00 p.m. Pacific Standard Time). Any party may, by notice in writing, direct that future notices or demands be sent to a different address.

If to the Commission:

Commission for the Las Vegas Centennial
C/o Diane Siebrandt
495 S. Main Street
Department of Planning
Las Vegas, NV 89101
dsiebrandt@lasvegasnevada.gov
702-229-2476

If to the Grantee: Plaza Hotel and Casino
C/o Linnea Mitchell
1 Main Street
Las Vegas, NV 89101
Linnea.mitchell@plazahotelcasino.com
208.421.8653

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

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Nevada and the venue shall be in the Eighth Judicial Court in Clark County, Nevada.

19. **COUNTERPART SIGNATURES.** This Agreement may be executed in counterparts. All such counterparts will constitute the same agreement 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.

20. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the Commission and the Grantee. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Commission and the City of Las Vegas have executed this Agreement as of the Effective Date.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Carolyn G. Goodman, President

ATTEST:

_____
Michael Howe, Secretary

APPROVED AS TO FORM:

_____ 2/11/21
Deputy City Attorney Date

Seth T. Floyd
Deputy City Attorney

PLAZA HOTEL AND CASINO

By: _____
Jonathan Jossel, Chief Executive Officer

Sharon Starcke signing for Jonathan Jossel CFO

Exhibit A

2021 Las Vegas Days : Proposed Budget

WPRA Approval Fee's	$	150.00
WPRA Added Money	$	5,000.00
PRCA Approval and Fee's	$	1,800.00
PRCA Judges Fee's	$	1,350.00
PRCA Added Money	$	35,000.00
	$	43,300.00

Porta John's	$	5,011.00
EMT/Medical	$	2,000.00
	$	7,011.00

Livestock Hay/Feed/Shavings	$	5,000.00
All Livestock Plus Fuel	$	69,470.00
	$	74,470.00

Event Labor	$	15,854.00
	$	15,854.00

Water Truck	$	3,000.00
Equipment Rental/Dirt/Tractor	$	11,933.13
Warrior Wraps	$	6,531.87
	$	21,515.00

Rodeo Announcer	$	3,500.00
Rodeo Announcer 2 (Slack)	$	3,000.00
Barrel Man and Clown Act	$	3,000.00
Trick Rider	$	4,000.00
Sound	$	2,750.00
Music	$	1,600.00
	$	17,850.00

Proposed Budget Total:	$	180,000.00

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
19

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
For possible action to approve a Gaming Non-Restricted Limited License for L. M. RAIN, LLC dba MOLLY'S CASINO at 1966 North Rainbow Boulevard - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Gaming Non-Restricted Limited License for 30 Slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

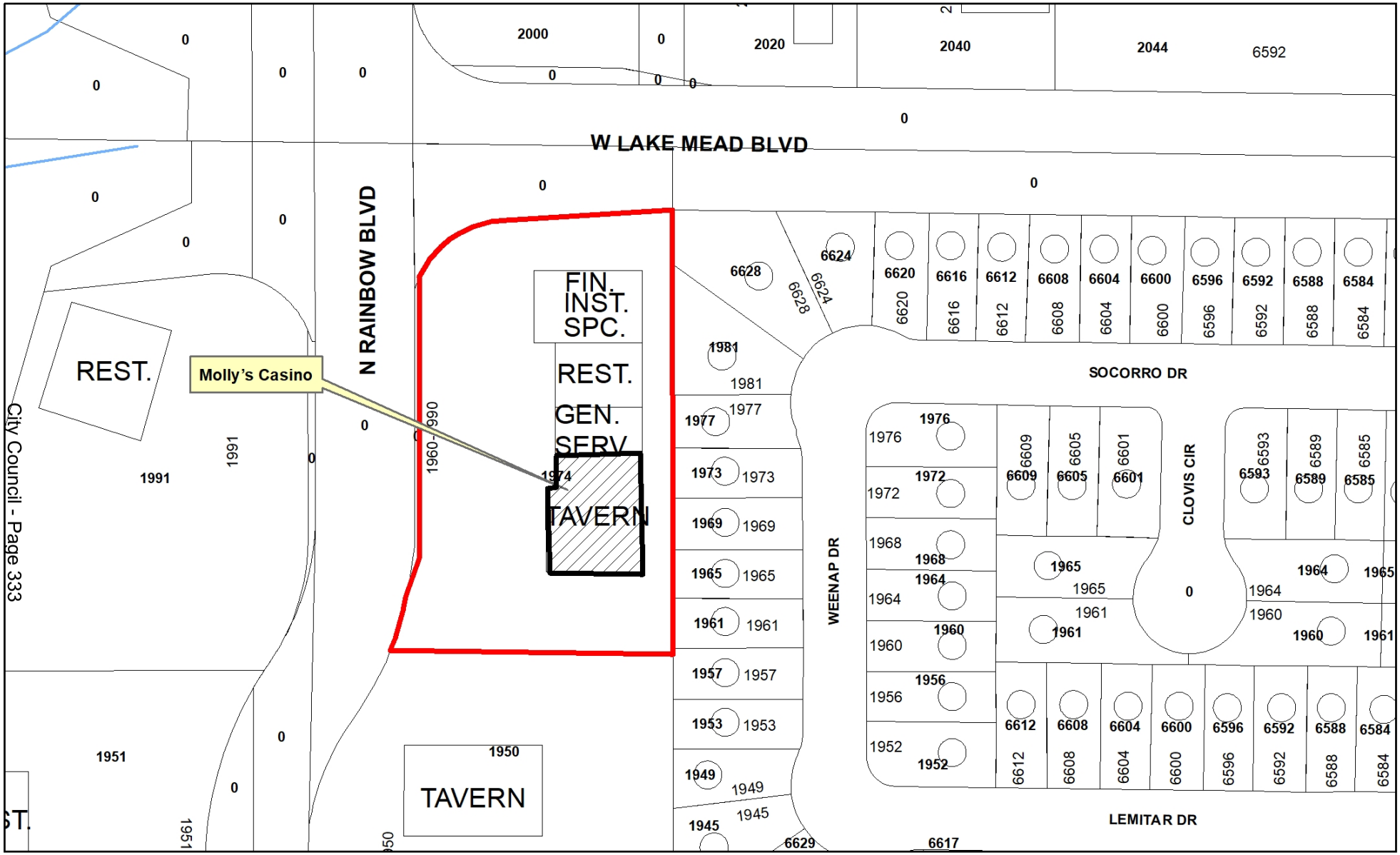
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Gaming Nonrestricted Limited License for L.M. RAIN, LLC dba MOLLY'S CASINO at 1966 North Rainbow Boulevard - Ward 5 (Crear)

OWNERSHIP:

L.M. RAIN, LLC
Richard Gonzales, Managing Member
Randy C. Miller, Managing Member
Randy W. Miller, Managing Member



Molly's Casino
1966 North Rainbow Boulevard
Ward #5

Date: Wednesday, February 24, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
20

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
For possible action to approve a Restaurant with Alcohol License for a Change of Ownership FROM: CLAIM JUMPER RESTAURANT (SUMMERLIN), LLC TO: RUN SUMMERLIN, LLLP dba HASH HOUSE A GO GO at 10810 West Charleston Boulevard - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restaurant with Alcohol License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restaurant with Alcohol License for a Change of Ownership FROM: CLAIM JUMPER RESTAURANT (SUMMERLIN), LLC TO: RUN SUMMERLIN, LLLP dba HASH HOUSE A GO GO at 10810 West Charleston Boulevard - Ward 2 (Seaman)

OWNERSHIP:

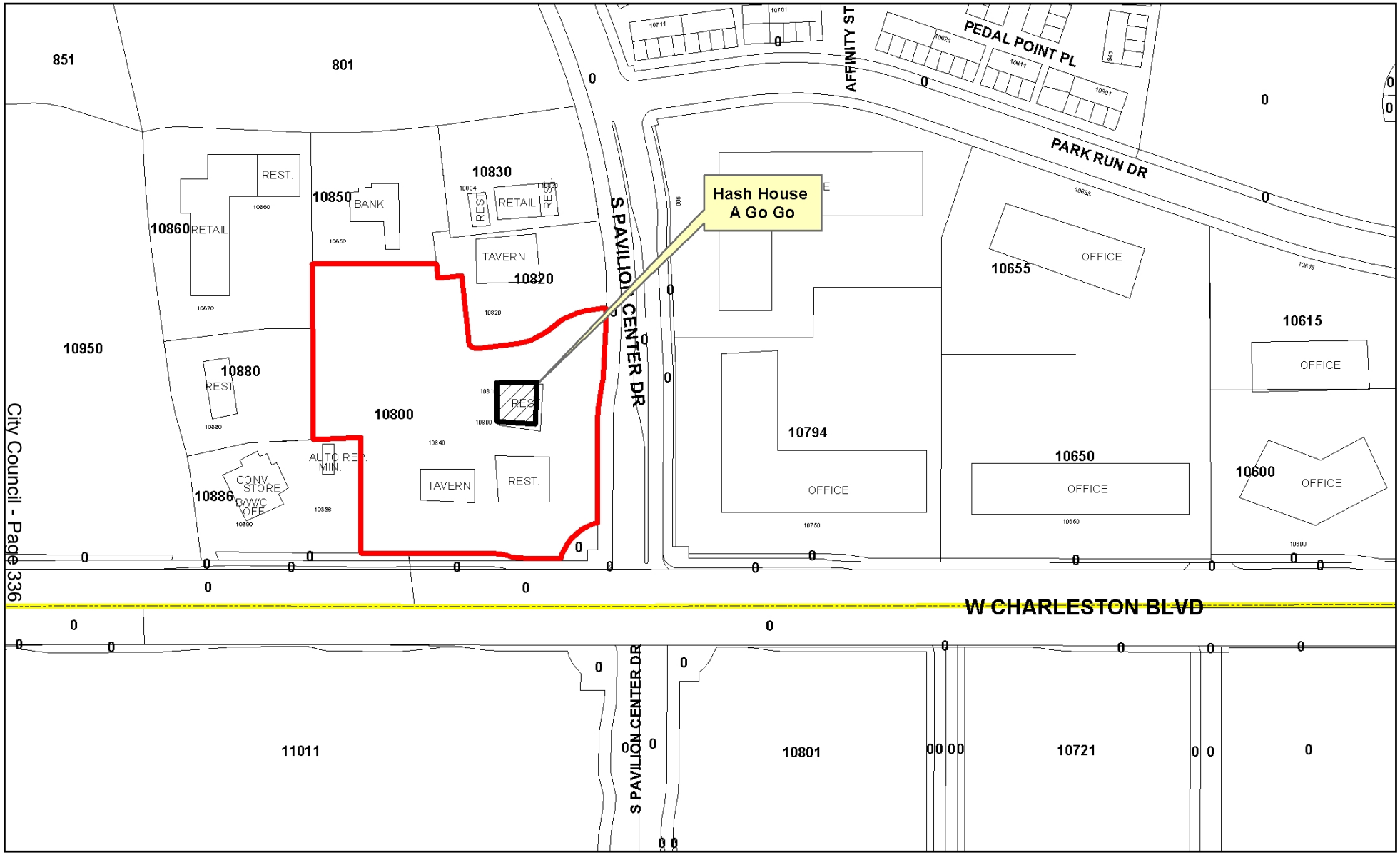
RUN SUMMERLIN, LLLP

Run Investments, LLC, General Partner
- The W. R. Underhill Family, LLC, Managing Member
  - William R. Underhill, Managing Member
  - Ryan Curry, Member
  - Daryn Curry, Member
  - Ethan Underhill, Member
- James Rees, Managing Member
- JSN Holdings, LLC, Managing Member
  - James E. Nyberg, Managing Member
  - Susan M. Nyberg, Member
  - Nathanial J, Nyberg, Member
  - Joshua R. Nyberg, Member
  - Ezekiel S. Nyberg, Member

The W. R. Underhill Family, LLC, Limited Partner
- William R. Underhill, Managing Member
- Ryan Curry, Member
- Daryn Curry, Member
- Ethan Underhill, Member

James P. Rees, Limited Partner

JSN Holdings, LLC, Limited Partner
- James E. Nyberg, Managing Member
- Susan M, Nyberg, Member
- Nathanial J. Nyberg, Member
- Joshua R. Nyberg, Member
- Ezekiel S. Nyberg, Member



Hash House A Go Go
10810 West Charleston Boulevard
Ward #2

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: Monday, January 25, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
21

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
For possible action to approve a Temporary Beer Wine Room License for TABLE 8 PRODUCTIONS, INC. dba MAJESTIC REPERTORY THEATRE at 1217 South Main Street - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Beer Wine Room License.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary beer wine room license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

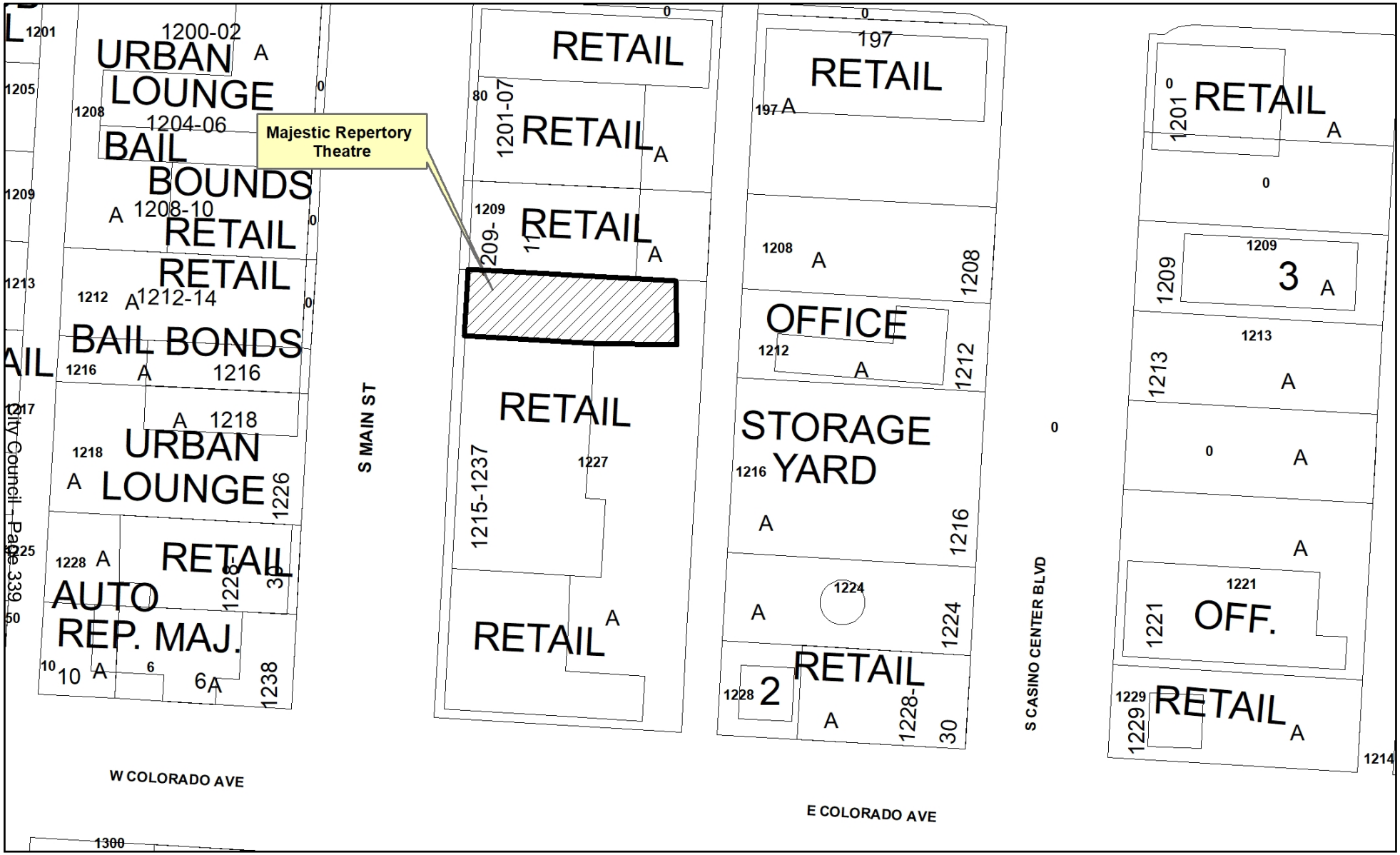
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Beer Wine Room License for TABLE 8 PRODUCTIONS, INC. dba MAJESTIC REPERTORY THEATRE at 1217 South Main Street - Ward 3 (Diaz)

OWNERSHIP:

TABLE 8 PRODUCTIONS, INC.
William Heard, President
Kady Heard, Vice President
Natalie A. Senecal, Secretary
Cory Covell, Treasurer



Majestic Repertory Theatre
1217 South Main Street
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, February 24, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
22

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Peter Lowenstein, Acting

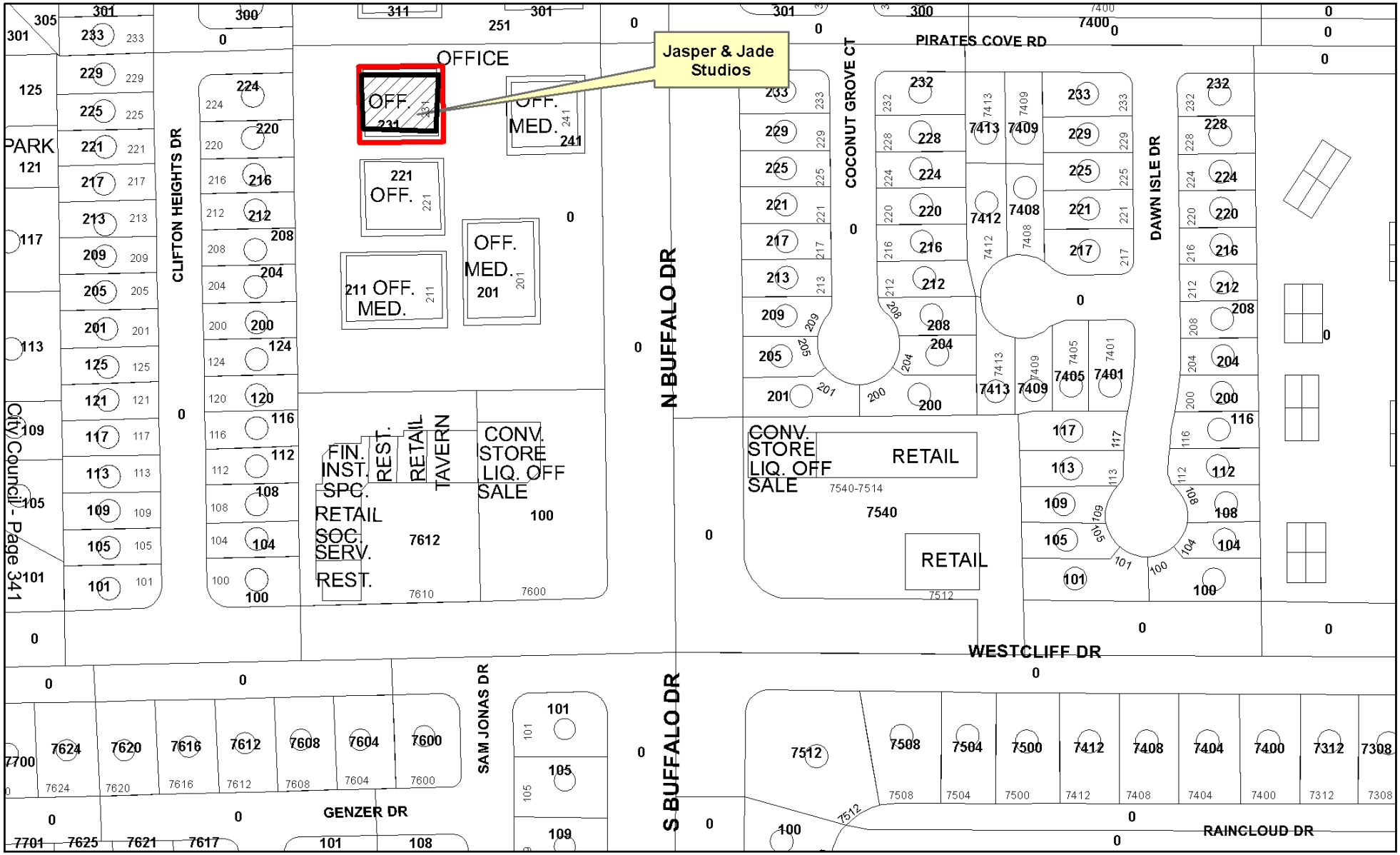
SUBJECT:
For possible action to approve a Temporary Massage Establishment License for SKIN BRILLIANCE, LLC dba JASPER & JADE STUDIOS at 231 North Buffalo Drive, Suite A [Cresta Mortensen, Managing Member] - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Massage Establishment License.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary massage establishment license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Location Map



Jasper & Jade Studios

231 North Buffalo Drive, Suite A

Ward #2

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: Monday, January 25, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
23

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Peter Lowenstein, Acting

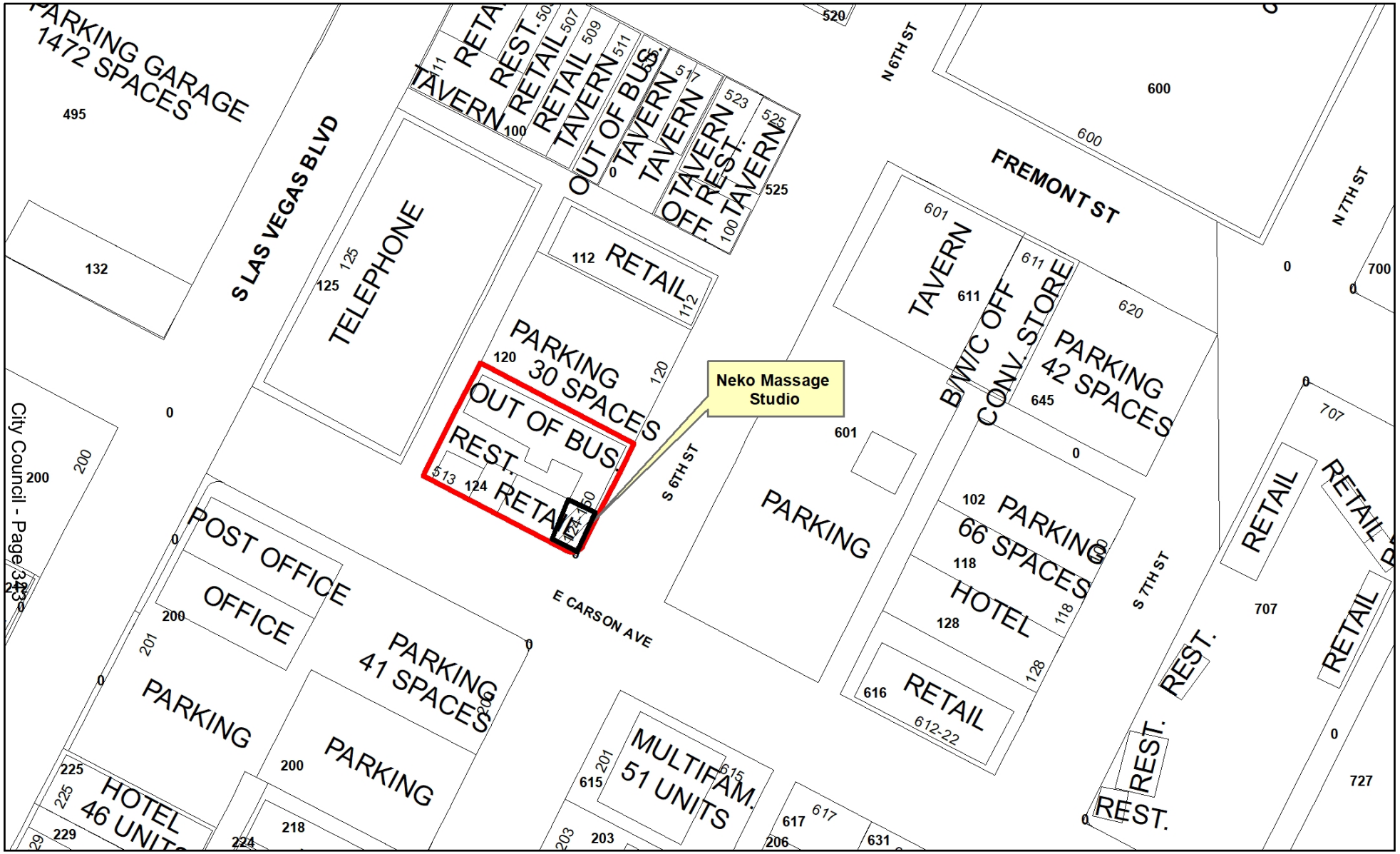
SUBJECT:
For possible action to approve a Massage Establishment License for a Change of Ownership FROM: NEKO MASSAGE STUDIO, INC. TO: MARDUK INDUSTRIES, LLC dba NEKO MASSAGE STUDIO at 124 South 6th Street, Suite #170 [Cesar Castaneda, Managing Member] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Massage Establishment License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



Neko Massage Studio
124 South 6th Street, Suite #170
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, February 24, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
24

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
For possible action to approve a Two-Day Opening for a Non-Restricted Gaming License FIFTH STREET GAMING, LLC dba FIFTH STREET GAMING, LLC db at GOLD SPIKE HOTEL at 217 North Las Vegas Boulevard - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Two Day opening for a Non-Restricted Gaming License from March 31, 2021 at 4:00 p.m. - April 1, 2021 at 8:00 a.m. to retain the Non-Restricted Gaming rights.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

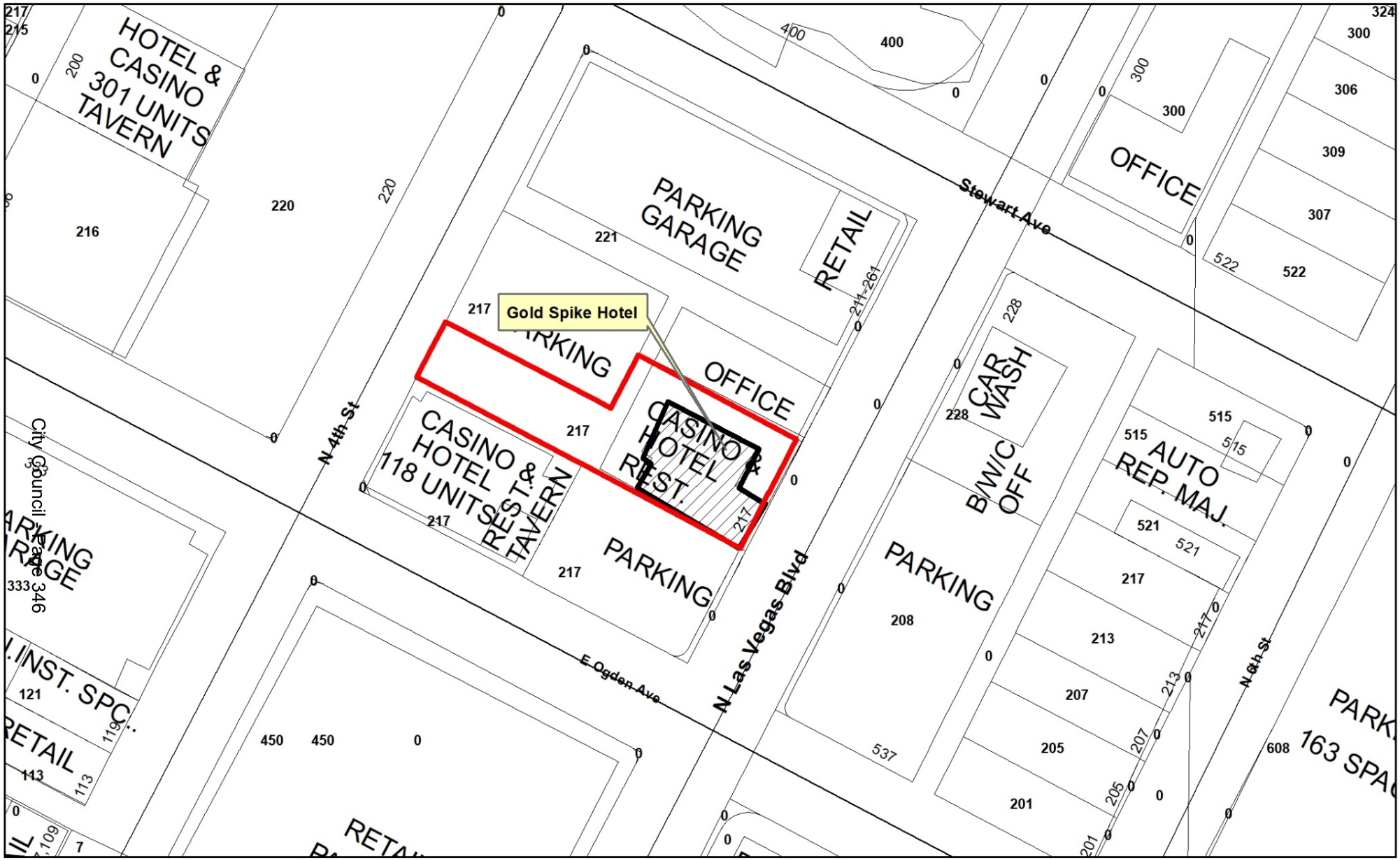
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Two-Day Opening for a Non-Restricted Gaming License for FIFTH STREET GAMING, LLC dba FIFTH STREET GAMING, LLC db at GOLD SPIKE HOTEL at 217 North Las Vegas Boulevard - Ward 5 (Crear)

OWNERSHIP:

FIFTH STREET GAMING, LLC
SMS Hospitality, LLC, Member
Seth Schorr, Manager
Jeffrey Aaron Fine Separate Property Trust, Member
Jeffrey Aaron Fine, Manager, Trustee and Beneficiary



Gold Spike Hotel
217 North Las Vegas Boulevard
Ward 5

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, August 27, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
25

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

SUBJECT:
For possible action to approve an interlocal agreement between the City of Las Vegas and Clark County for the Charleston Boulevard Streetscape Improvements Project and the Shadow Lane Improvements Project, multiple APNs ($300,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $300,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Right-of-Way

PURPOSE/BACKGROUND:
This interlocal agreement is needed to upgrade essential public infrastructure along major arterial roadways which includes roadway widening, bus turnouts, bike lanes, fiber optics, bus shelters, widened sidewalks, landscaping and other associated improvements, on property owned by University Medical Center, APNs 139-33-405-003, -005, -008 and 162-04-101-002.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN CITY OF LAS VEGAS AND CLARK COUNTY FOR LAND DEDICATIONS AND CONSTRUCTION

This Interlocal Agreement ("Agreement") made by and between the City of Las Vegas, a Nevada municipal corporation ("CITY"), and Clark County, a political subdivision of the State of Nevada, for and on behalf of University Medical Center ("COUNTY") individually as the "Party" or collectively as the "Parties", is effective on the later date ("Effective Date") approved by the Board of County Commissioners ("BCC") or the Las Vegas City Council ("Council).

RECITALS

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, pursuant to NRS 277.053 a governing body of a political subdivision may convey real property to another political subdivision without charge if the property is to be used for a public purpose; and

WHEREAS, COUNTY is the owner of Assessor's Parcel Number 162-04-101-002, also known as 2231 W Charleston Blvd Las Vegas, NV, as depicted on **Exhibit "A"** ("UMC Clinic"); and

WHEREAS, COUNTY is the owner of Assessor's Parcel Number 139-33-405-008, 139-33-405-003 and 139-33-405-005, also known as 1800 W Charleston Blvd, as depicted on **Exhibit "B"** ("UMC Campus"); and

WHEREAS, the CITY is beginning work on Charleston Boulevard Streetscape Improvements Project ("Project") that will upgrade essential public infrastructure along the major arterial roadway with includes roadway widening, bus turnout(s), bike lane(s), fiber optic, bus shelters, wider sidewalks, landscaping and associated improvements; and

WHEREAS, CITY has determined that as part of the Project it requires approximately 1,512 square feet of the UMC Clinic and 11,987 square feet of the UMC Campus in fee dedication depicted on **Exhibit "C"** ("Dedicated Property"), and 4,196 square feet of the UMC Clinic and 22,553 square feet of the UMC Campus for temporary construction as depicted on **Exhibit "D"** ("TCE"); and

WHEREAS, COUNTY has agreed to convey without charge the Dedicated Property to the CITY and grant the CITY the required TCE in the forms attached as **Exhibit "E"** and **Exhibit "F"** respectively**;** and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the respective obligations of the Parties in connection with the land conveyance.

NOW, THEREFORE, and in consideration of the mutual terms, conditions and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. CITY AGREES

1. CITY agrees to construct the driveway improvements on the UMC Campus as depicted on the site plans and drawings provided to the County dated December 14th, 2020, to include a left turn pocket into the proposed driveway. In addition, CITY shall install bollards along the proposed driveway and left turn pocket.

2. CITY agrees to pay to the COUNTY, within thirty (30) days of the Effective Date of this Agreement, Two Hundred and Ten Thousand Six Hundred and Twenty Dollars 0/100 ($210,620.00) for the relocation of front access to the UMC Clinic as set forth in the scope of work proposal provided by JMB Construction on or about January 12, 2021 and attached hereto as Exhibit "G". CITY agrees to a twenty percent (20%) contingency should the expenses of such relocation exceed the $210,620.00.

ARTICLE II. COUNTY AGREES

1. COUNTY agrees, within thirty (30) days of the Effective Date, to convey the Dedicated Property to the CITY and award the TCE.

2. COUNTY agrees to award a 15' x 10.5'and a 7' x 7' non-exclusive grant of easement on the UMC Campus to Nevada Energy for and on behalf of the CITY within thirty (30) days of completion of the utility facilities and receipt of legal descriptions from the CITY.

MISCELLANEOUS

1. This Agreement only becomes effective upon approval by both the BCC and Council, provided approval by one Party is within thirty (30) calendar days of approval by the other Party.

2. The Parties mutually agree that terms and purpose of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.

3. The Parties hereby represent and warrant the following:

   a. COUNTY represents it has good and marketable fee simple title to Dedicated Property and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. Neither Party will take any action prior to the completion of the transfer of title, which would adversely affect title to the Dedicated Property.

b. COUNTY is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions and restrictions, whether federal, state, local or private concerning the Dedicated Property.

4. Each Party acknowledges and agrees that the Dedicated Property is to be conveyed to and accepted by the CITY in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, COUNTY makes no other representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Dedicated Property.

5. All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; (ii) if telecopy, upon receipt of confirmation that successful facsimile transmission has occurred; and (iii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, the Parties' notice information is set forth below:

For COUNTY: Clark County Real Property Management
Attn: Director
500 S Grand Central Pkwy, 4th Floor
Las Vegas, NV 89155-1825
Telephone: 702-455-4616 Fax:702-455-4055
Email: LisaK@ClarkCountyNV.gov

With a copy to: Clark County Real Property Management
Attn: Right of Way Agent
500 S Grand Central Pkwy, 4th Floor
Las Vegas, NV 89155-1825
Telephone: 702-455-2465
Email: Jaime.McGinty@ClarkCountyNV.gov

For CITY: City of Las Vegas Department of Public Works
Attn: Right of Way Manager, Alan Riekki
495 S. Main Street, 5th Floor
Las Vegas, Nevada 89101
Phone No.:702-229-6483
Email: ariekki@LasVegasNevada.gov

With a copy to: City of Las Vegas Attorney's Office
Attn: John Curtas
495 S. Main Street
Las Vegas, Nevada 89101
Phone No.:702-229-2125-1051
Email: Jacurtas@LasVegasNevada.gov

6. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to Section 7 regarding assignment.

7. Neither Party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Party.

8. No official or employee of a Party hereto shall be personally liable to a Party hereto for any default or breach by either Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.

9. Each Party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes (NRS). Such insurance shall be written by a company licensed by the State of Nevada.

10. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liability, claims, actions, damages, losses and expenses caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. Any liability of either Party shall not be subject to punitive damages.

11. Each Party represents to the other that no broker, finder, or other intermediary hired or employed by is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby.

12. This Agreement may not be amended or modified except by express written instrument, duly authorized and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.

13. Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts in cooperation to carry out the intent of this Agreement.

14. This Agreement (including the exhibits hereto) constitutes the entire agreement between the Parties and is intended as a complete and exclusive statement of the promises, representations, discussions, and any other agreements that may have been made in connection with the subject matter hereof are superseded by this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.

15. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

17. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recording of any deed and shall not be deemed merged into such deed.

18. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

19. Each Party shall bear its own costs and attorneys' fees.

CITY LAS VEGAS

By:_____
Alan Riekki
Right of Way Manager

APPROVED AS TO FORM:

By: John S. Ridilla 2/23/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CLARK COUNTY

By:_____
Lisa Kremer
Director of Real Property Management

APPROVED AS TO FORM:

By:_____
Mary-Anne Miller
General Counsel

EXHIBIT "A"
PAGE 1 OF 1
UMC Clinic
162-04-101-002



EXHIBIT "B"
PAGE 1 OF 1
UMC Campus
139-33-405-008, 139-33-405-003 and 139-33-405-005

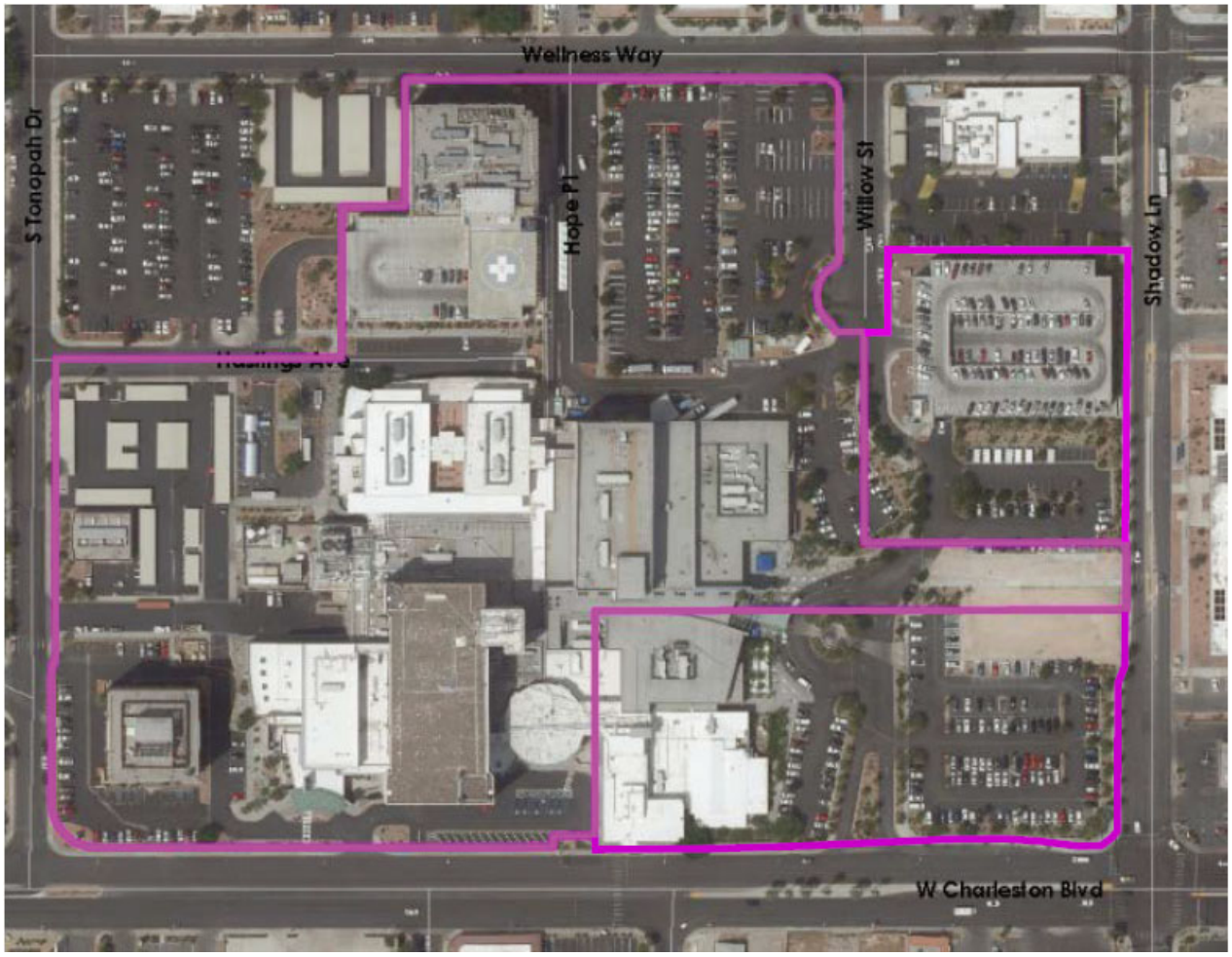


EXHIBIT "C"
PAGE 1 OF 13
DEDICATED PROPERTY

POGGEMEYER DESIGN GROUP
6960 Smoke Ranch Road, Suite 110
Las Vegas, Nevada 89128-3204
P 702-255-8100
F 702-255-8375
www.poggemeyer.com

APN 162-04-101-002
OWNER: COUNTY OF CLARK (UMC)
PAGE 1 OF 3

EXHIBIT A

EXPLANATION: THIS LEGAL DESCRIBES A PORTION OF LAND GENERALLY LOCATED SOUTHWESTERLY OF CHARLESTON BOULEVARD AND TONOPAH DRIVE, BEING A PORTION OF APN 162-04-101-002.

LEGAL DESCRIPTION

BEING A PORTION OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 04, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, NORTH 89°33'25" WEST, 482.45 FEET;

THENCE DEPARTING SAID SOUTH LINE SOUTH 00°26'35" WEST, 50.00 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF CHARLESTON BOULEVARD, ALSO BEING A POINT ON THE WESTERLY BOUNDARY LINE DESCRIBED IN THAT CERTAIN GRANT, BARGAIN, SALE DEED IN INSTRUMENT 19940414: 00615 OF OFFICIAL RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, ALSO BEING THE **POINT OF BEGINNING;**

THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 00°26'35" WEST, 15.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY LINE NORTH 89°33'25" WEST, 22.33 FEET;

THENCE NORTH 85°06'33" WEST, 45.13 FEET;

THENCE NORTH 89°33'25" WEST, 23.62 FEET;

THENCE SOUTH 00°26'35" WEST, 2.25 FEET;

THENCE NORTH 89°33'25" WEST, 18.25 FEET;

THENCE NORTH 00°26'35" EAST, 3.75 FEET;

G:\16044 Charleston Blvd - Rancho to Shadow Lane\Survey\Legal Description\LVACQN 19 162-04-101-002_07_14_2020.docm

EXHIBIT "C"
PAGE 2 OF 13
DEDICATED PROPERTY

POGGEMEYER
DESIGN GROUP

6960 Smoke Ranch Road, Suite 110
Las Vegas, Nevada 89128-3204
P 702-255-8100
F 702-255-8375
www.poggemeyer.com

APN 162-04-101-002
OWNER: COUNTY OF CLARK (UMC)
PAGE 2 OF 3

THENCE NORTH 89°33'25" WEST, 25.80 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF CHARLESTON BOULEVARD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF CHARLESTON BOULEVARD NORTH 76°24'25" EAST, 41.23 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF CHARLESTON BOULEVARD SOUTH 89°33'25" EAST, 95.00 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 1,512 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT B ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°47'20" EAST, AS SHOWN ON THAT CERTAIN RECORD IN FILE 195 OF SURVEYS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



7/16/20

JASON C FACKRELL, PLS
NEVADA LICENSE NO. 17833

G:\16044 Charleston Blvd - Rancho to Shadow Lane\Survey\Legal Description\LVACQN 19 162-04-101-002_07_14_2020.docm

EXHIBIT "C"
PAGE 3 OF 13
DEDICATED PROPERTY

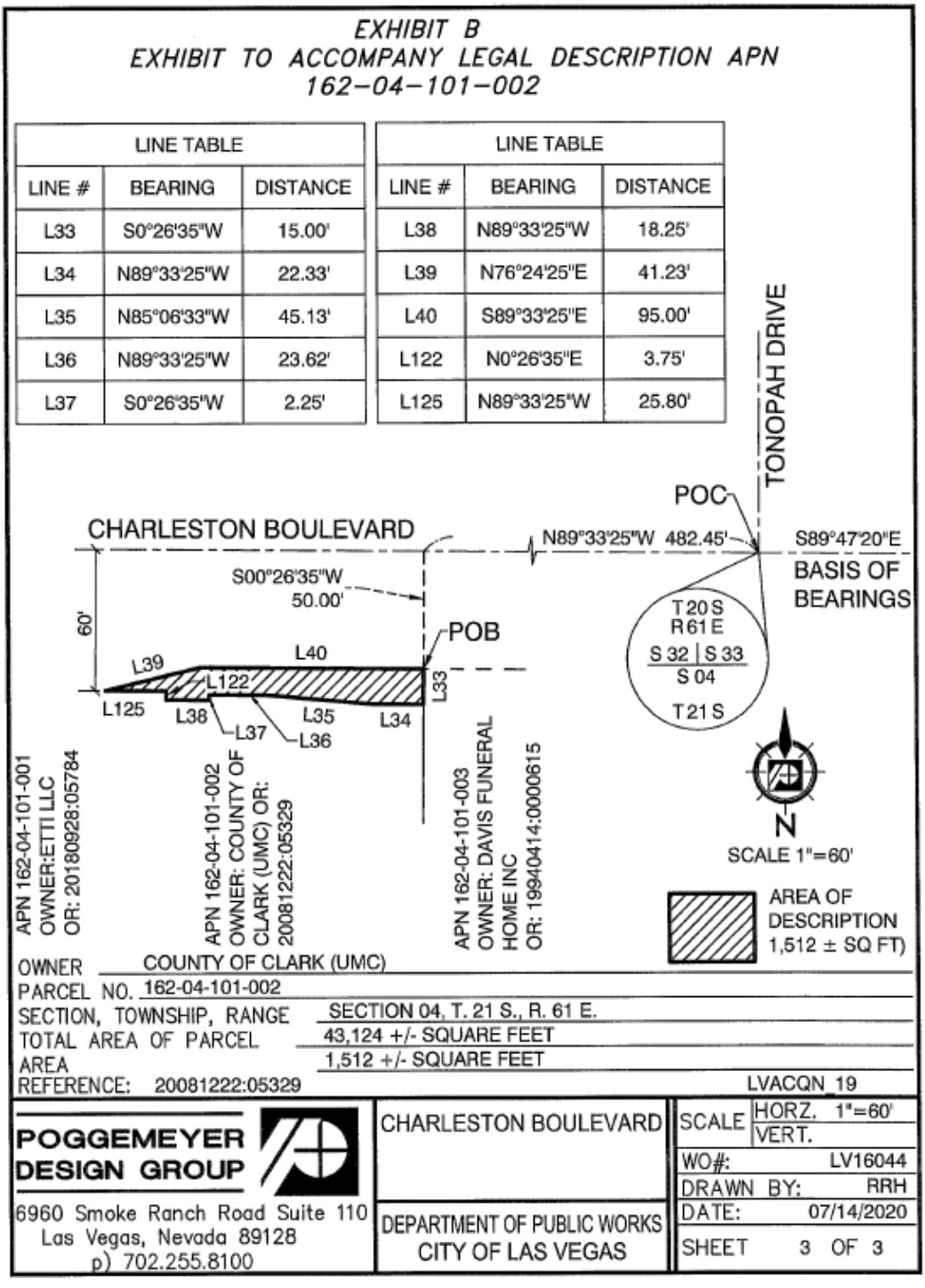
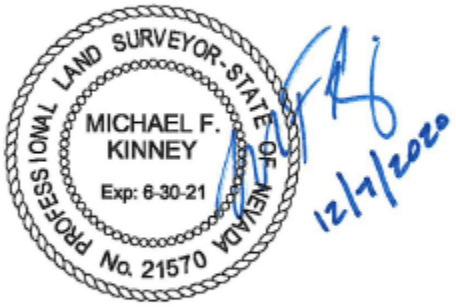


EXHIBIT "C"
PAGE 4 OF 13
DEDICATED PROPERTY

APN: 139-33-405-003

NOVEMBER 30, 2020
BY: RH
P.R. BY: OMS
PAGE 1 OF 5



EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHWEST OF CHARLESTON BOULEVARD AND SHADOW LANE.

LAND DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 33, SAME BEING THE CENTERLINE INTERSECTION OF CHARLESTON BOULEVARD AND TONOPAH DRIVE AS SHOWN ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 195 OF SURVEYS, AT PAGE 44; THENCE SOUTH 89°47'20" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) AND SAID CENTERLINE OF CHARLESTON BOULEVARD, 657.92 FEET; THENCE NORTH 00°12'40" EAST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE, 50.00 FEET TO THE **POINT OF BEGINNING**, SAME BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID CHARLESTON BOULEVARD (WIDTH VARIES), ALSO BEING A POINT ON THE WEST LINE OF THAT DEED RECORDED FEBRUARY 1, 2011 IN THE OFFICE OF THE COUNTY RECORDER AS INSTRUMENT NO. 20110201:0002084 IN OFFICIAL RECORDS; THENCE NORTH 00°12'40" EAST, DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID WEST LINE, 5.00 FEET;

EXHIBIT "C"
PAGE 5 OF 13
DEDICATED PROPERTY

APN: 139-33-405-003
PAGE 2 OF 5

THENCE SOUTH 89°47'20" EAST, DEPARTING SAID WEST LINE, 58.34 FEET; THENCE NORTH 66°34'32" EAST, 8.73 FEET; THENCE SOUTH 89°47'20" EAST, 5.21 FEET; THENCE SOUTH 66°09'20" EAST, 8.73 FEET; THENCE SOUTH 89°47'20" EAST, 33.76 FEET; THENCE NORTH 00°12'40" EAST, 10.00 FEET; THENCE SOUTH 89°47'20" EAST, 171.44 FEET; THENCE NORTH 84°35'49" EAST, 102.22 FEET; THENCE SOUTH 89°47'20" EAST, 118.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE EASTERLY 6.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'44"; THENCE SOUTH 80°19'36" EAST, 57.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 54.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 02°26'15" EAST; THENCE NORTHEASTERLY 82.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°16'21"; THENCE NORTH 00°17'24" EAST, 105.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 99.00 FEET; THENCE NORTHEASTERLY 35.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'02" TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 89.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 69°07'34" EAST; THENCE NORTHEASTERLY 31.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'02"; THENCE NORTH 00°17'24" EAST, 40.53 FEET TO A POINT ON THE NORTH LINE OF SAID AFOREMENTIONED DEED; THENCE SOUTH 89°47'20" EAST, ALONG SAID NORTH LINE, 5.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SHADOW LANE (WIDTH VARIES); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF SHADOW LANE AND SAID NORTH RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD THE FOLLOWING TEN (10) COURSES; 1) SOUTH 00°17'24" WEST, 40.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 94.00 FEET; 2) SOUTHWESTERLY 33.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'02" TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 94.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 69°07'34" WEST; 3) SOUTHWESTERLY 33.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'02"; 4) SOUTH 00°17'24" WEST, 148.95 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; 5) SOUTHWESTERLY 39.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°55'16"; 6) NORTH 89°47'20" WEST, 5.83 FEET; 7) NORTH 81°37'46" WEST, 77.50 FEET; 8) NORTH 89°47'20" WEST, 130.47 FEET; 9) SOUTH 85°06'44"

EXHIBIT "C"
PAGE 6 OF 13
DEDICATED PROPERTY

APN: 139-33-405-003
PAGE 3 OF 5

WEST, 123.77 FEET; 10) NORTH 89°47'20" WEST, 263.53 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 9606 SQUARE FEET MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
SOUTH 89°47'20" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 195 OF SURVEYS, AT PAGE 44.

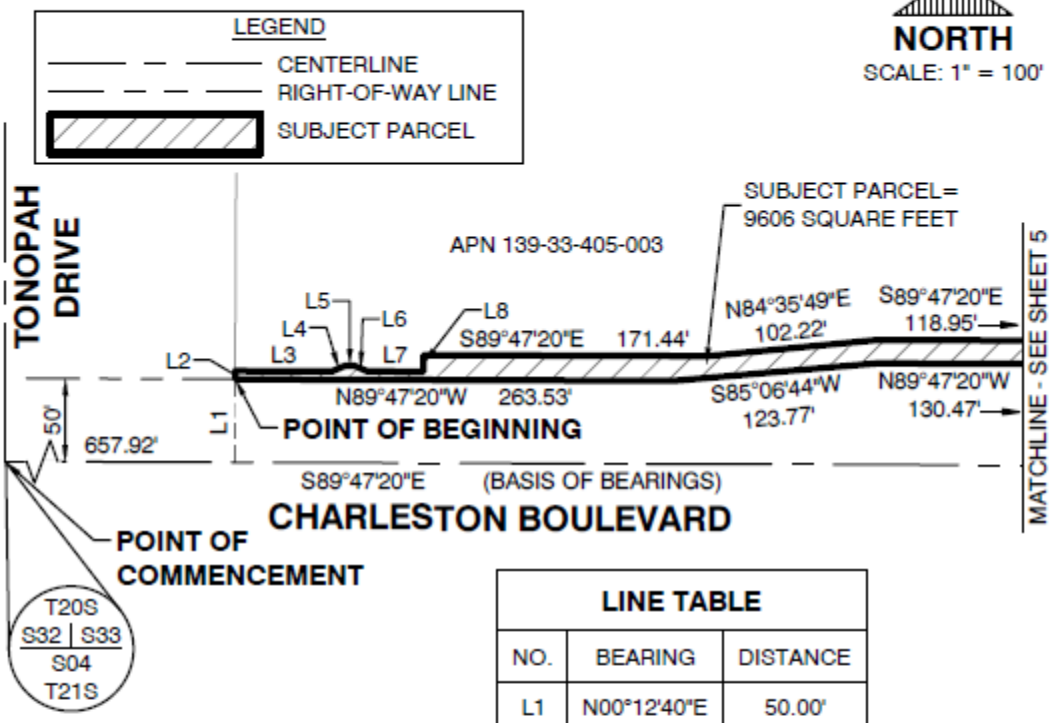
END OF DESCRIPTION

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

EXHIBIT "C"
PAGE 7 OF 13
DEDICATED PROPERTY

EXHIBIT TO ACCOMPANY LAND DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°12'40"E	50.00'
L2	N00°12'40"E	5.00'
L3	S89°47'20"E	58.34'
L4	N66°34'32"E	8.73'
L5	S89°47'20"E	5.21'
L6	S66°09'20"E	8.73'
L7	S89°47'20"E	33.76'
L8	N00°12'40"E	10.00'

DEPARTMENT OF PUBLIC WORKS
SURVEY & RIGHT-OF-WAY
DATE: 11/25/2020 DRAWN BY: RH
SHEET: 4 OF 5
FILE NAME: H53512-29-LEGL.DWG

CHARLESTON BLVD. STREETSCAPE IMPROVEMENTS - MLK TO RANCHO

APN 139-33-405-003

EXHIBIT "C"
PAGE 8 OF 13
DEDICATED PROPERTY

EXHIBIT TO ACCOMPANY LAND DESCRIPTION

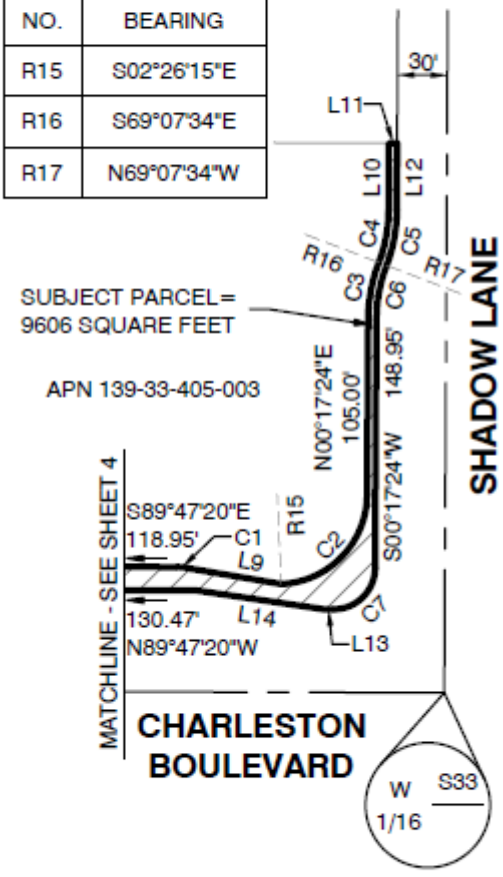
BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

NORTH
SCALE: 1" = 100'

LEGEND
CENTERLINE
RIGHT-OF-WAY LINE
SUBJECT PARCEL

RADIAL TABLE	
NO.	BEARING
R15	S02°26'15"E
R16	S69°07'34"E
R17	N69°07'34"W

LINE TABLE		
NO.	BEARING	DISTANCE
L9	S80°19'36"E	57.17'
L10	N00°17'24"E	40.53'
L11	S89°47'20"E	5.00'
L12	S00°17'24"W	40.54'
L13	N89°47'20"W	5.83'
L14	N81°37'46"W	77.50'



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	009°27'44"	40.00'	6.61'
C2	087°16'21"	54.00'	82.25'
C3	020°35'02"	99.00'	35.57'
C4	020°35'02"	89.00'	31.97'
C5	020°35'02"	94.00'	33.77'
C6	020°35'02"	94.00'	33.77'
C7	089°55'16"	25.00'	39.24'

DEPARTMENT OF PUBLIC WORKS
SURVEY & RIGHT-OF-WAY
DATE: 11/25/2020 DRAWN BY: RH
SHEET: 5 OF 5
FILE NAME: H53512-29-LEGL.DWG

CHARLESTON BLVD. STREETSCAPE IMPROVEMENTS - MLK TO RANCHO

APN 139-33-405-003

EXHIBIT "C"
PAGE 9 OF 13
DEDICATED PROPERTY

POGGEMEYER DESIGN GROUP
6960 Smoke Ranch Road, Suite 110
Las Vegas, Nevada 89128-3204
P 702-255-8100
F 702-255-8375
www.poggemeyer.com

APN 139-33-405-008
OWNER: COUNTY OF CLARK (UMC)
PAGE 1 OF 5

EXHIBIT A

EXPLANATION: THIS LEGAL DESCRIBES A PORTION OF LAND GENERALLY LOCATED NORTHEASTERLY OF CHARLESTON BOULEVARD AND TONOPAH DRIVE, BEING A PORTION OF APN 139-33-405-008.

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, SOUTH 89°47'20" EAST, 69.91 FEET;

THENCE DEPARTING SAID SOUTH LINE OF SECTION 33 NORTH 00°12'40" EAST, 50.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF CHARLESTON BOULEVARD, SAID POINT BEING ALSO BEING THE BEGINNING OF A CURVE, SAID POINT ALSO BEING THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 00°12'40" WEST CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 54.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 24°51'02", AN ARC LENGTH OF 23.42 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TONOPAH DRIVE, SAID POINT TO WHICH A RADIAL LINE BEARS SOUTH 25°03'42" WEST;

THENCE SOUTH 89°47'20" EAST, 98.88 FEET;

THENCE SOUTH 66°09'34" EAST, 8.73 FEET;

THENCE SOUTH 89°47'20" EAST, 4.00 FEET;

THENCE NORTH 66°34'54" EAST, 8.73 FEET;

THENCE SOUTH 89°47'20" EAST, 133.17 FEET;

G:\16044 Charleston Blvd - Rancho to Shadow Lane\Survey\Legal Description\LVDESCR 15A_139-33-405-008 05-27-2020.docm

EXHIBIT "C"
PAGE 10 OF 13
DEDICATED PROPERTY

POGGEMEYER DESIGN GROUP
6960 Smoke Ranch Road, Suite 110
Las Vegas, Nevada 89128-3204
P 702-255-8100
F 702-255-8375
www.poggemeyer.com

APN 139-33-405-008
OWNER: COUNTY OF CLARK (UMC)
PAGE 2 OF 5

THENCE SOUTH 63°15'18" EAST, 2.98 FEET;

THENCE SOUTH 89°47'20" EAST, 22.33 FEET;

THENCE NORTH 63°40'37" EAST, 2.98 FEET;

THENCE SOUTH 89°47'20" EAST, 35.79 FEET;

THENCE SOUTH 87°49'47" EAST, 43.88 FEET;

THENCE SOUTH 89°47'20" EAST, 57.18 FEET;

THENCE NORTH 00°37'52" EAST, 2.50 FEET;

THENCE SOUTH 89°47'20" EAST, 9.81 FEET;

THENCE SOUTH 00°13'54" EAST, 2.50 FEET;

THENCE SOUTH 89°47'20" EAST, 134.32 FEET TO THE WESTERLY RIGHT-OF-LINE OF A STREET FORMERLY KNOWN AS ROSE STREET DEDICATED PER THAT CERTAIN MAP ON FILE IN BOOK 01, PAGE 117 OF PLATS, OF OFFICIAL RECORDS, CLARK COUNTY NEVADA;

THENCE SOUTH 00°12'40" WEST, ALONG SAID WESTERLY RIGHT-OF-LINE 3.50 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-LINE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF CHARLESTON BOULEVARD NORTH 89°47'20" WEST, 538.01 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2,381 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT B ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

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EXHIBIT "C"
PAGE 11 OF 13
DEDICATED PROPERTY

POGGEMEYER
DESIGN GROUP

6960 Smoke Ranch Road, Suite 110
Las Vegas, Nevada 89128-3204
P 702-255-8100
F 702-255-8375
www.poggemeyer.com

APN 139-33-405-008
OWNER: COUNTY OF CLARK (UMC)
PAGE 3 OF 5

BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°47'20" EAST, AS SHOWN ON THAT CERTAIN RECORD IN FILE 195 OF SURVEYS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



6/1/20

JASON C FACKRELL, PLS
NEVADA LICENSE NO. 17833

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EXHIBIT "C"
PAGE 12 OF 13
DEDICATED PROPERTY

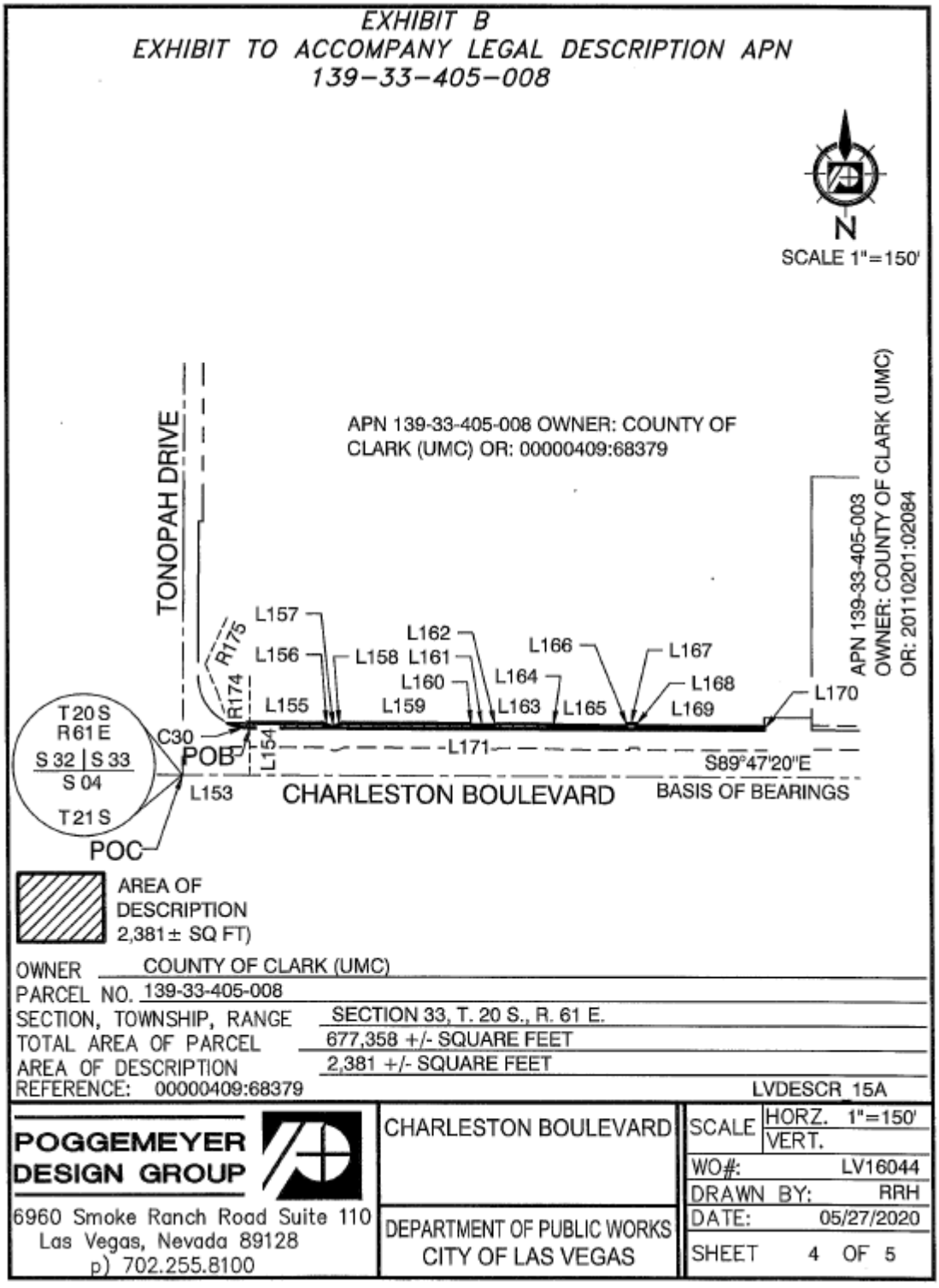


EXHIBIT "C"
PAGE 13 OF 13
DEDICATED PROPERTY

EXHIBIT B
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION APN
139-33-405-008

LINE TABLE		
LINE #	BEARING	DISTANCE
L153	S89°47'20"E	69.91'
L154	N0°12'40"E	50.00'
L155	S89°47'20"E	98.88'
L156	S66°09'34"E	8.73'
L157	S89°47'20"E	4.00'
L158	N66°34'54"E	8.73'
L159	S89°47'20"E	133.17'
L160	S63°15'18"E	2.98'
L161	S89°47'20"E	22.33'
L162	N63°40'37"E	2.98'

LINE TABLE		
LINE #	BEARING	DISTANCE
L163	S89°47'20"E	35.79'
L164	S87°49'47"E	43.88'
L165	S89°47'20"E	57.18'
L166	N0°37'52"E	2.50'
L167	S89°47'20"E	9.81'
L168	S0°13'54"E	2.50'
L169	S89°47'20"E	134.32'
L170	S0°12'40"W	3.50'
L171	N89°47'20"W	538.01'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C30	23.42	54.00	24°51'02"	11.90

RADIAL LINE TABLE	
LINE #	BEARING
R174	S0°12'40"W
R175	S25°03'42"W

OWNER COUNTY OF CLARK (UMC)
PARCEL NO. 139-33-405-008
SECTION, TOWNSHIP, RANGE SECTION 33, T. 20 S., R. 61 E.
TOTAL AREA OF PARCEL 677,358 +/- SQUARE FEET
AREA OF DESCRIPTION 2,381 +/- SQUARE FEET
REFERENCE: 00000409:68379 LVDESCR_15A

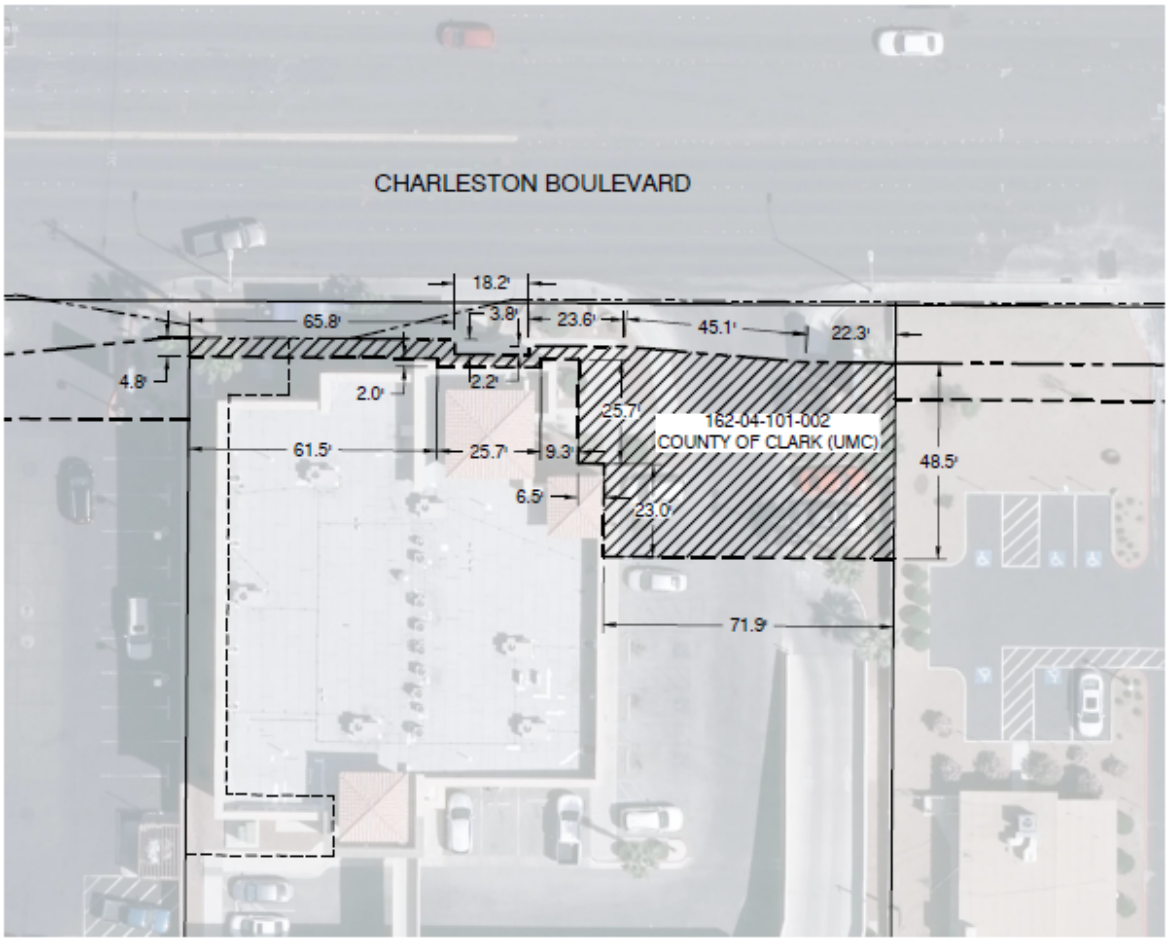
POGGEMEYER DESIGN GROUP
6960 Smoke Ranch Road Suite 110
Las Vegas, Nevada 89128
p) 702.255.8100

CHARLESTON BOULEVARD

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS

SCALE HORZ. N/A
VERT.
WO#: LV16044
DRAWN BY: RRH
DATE: 05/27/2020
SHEET 5 OF 5

EXHIBIT "D"
PAGE 1 OF 5
TCE



AUTHORIZATION TO ENTER PROPERTY (AEP)

N

OWNER: COUNTY OF CLARK (UMC)
PARCEL NO.: 162-04-101-002
AREA OF AEP: 4196.00 SF

HDR Engineering, Inc.
6750 Via Austi Pkwy, Ste. 350
Las Vegas, NV 89119
702.938.6000

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
CHARLESTON BOULEVARD
AEP
APN 162-04-101-002

SCALE: 1'=40'
REVIEW BY: AA
DRAWN BY: HN
DATE: 07/16/20
LVAEP: 19A
SHEET 1 OF 1

EXHIBIT "D"
PAGE 2 OF 5
TCE

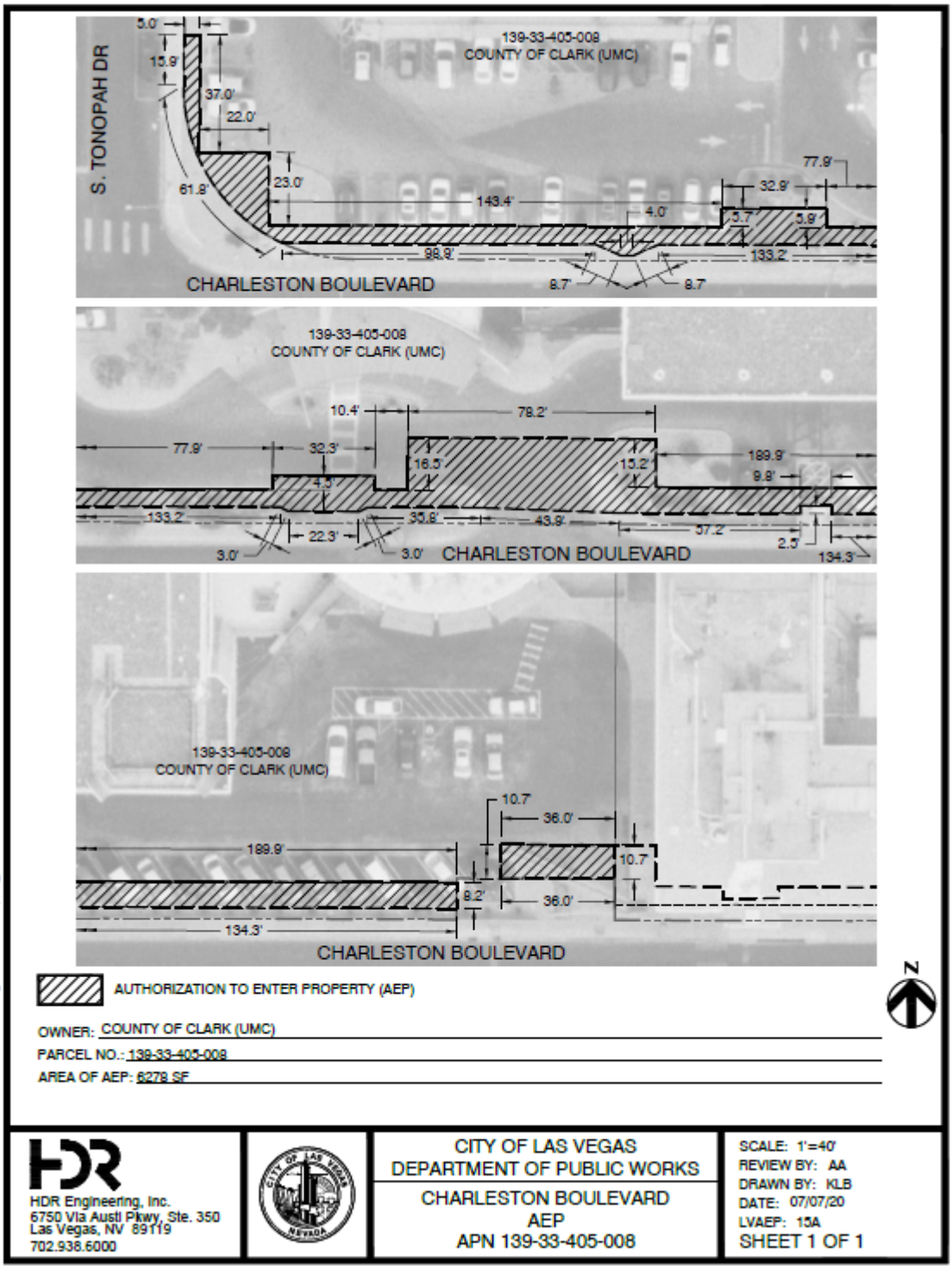


EXHIBIT "D"
PAGE 3 OF 5
TCE

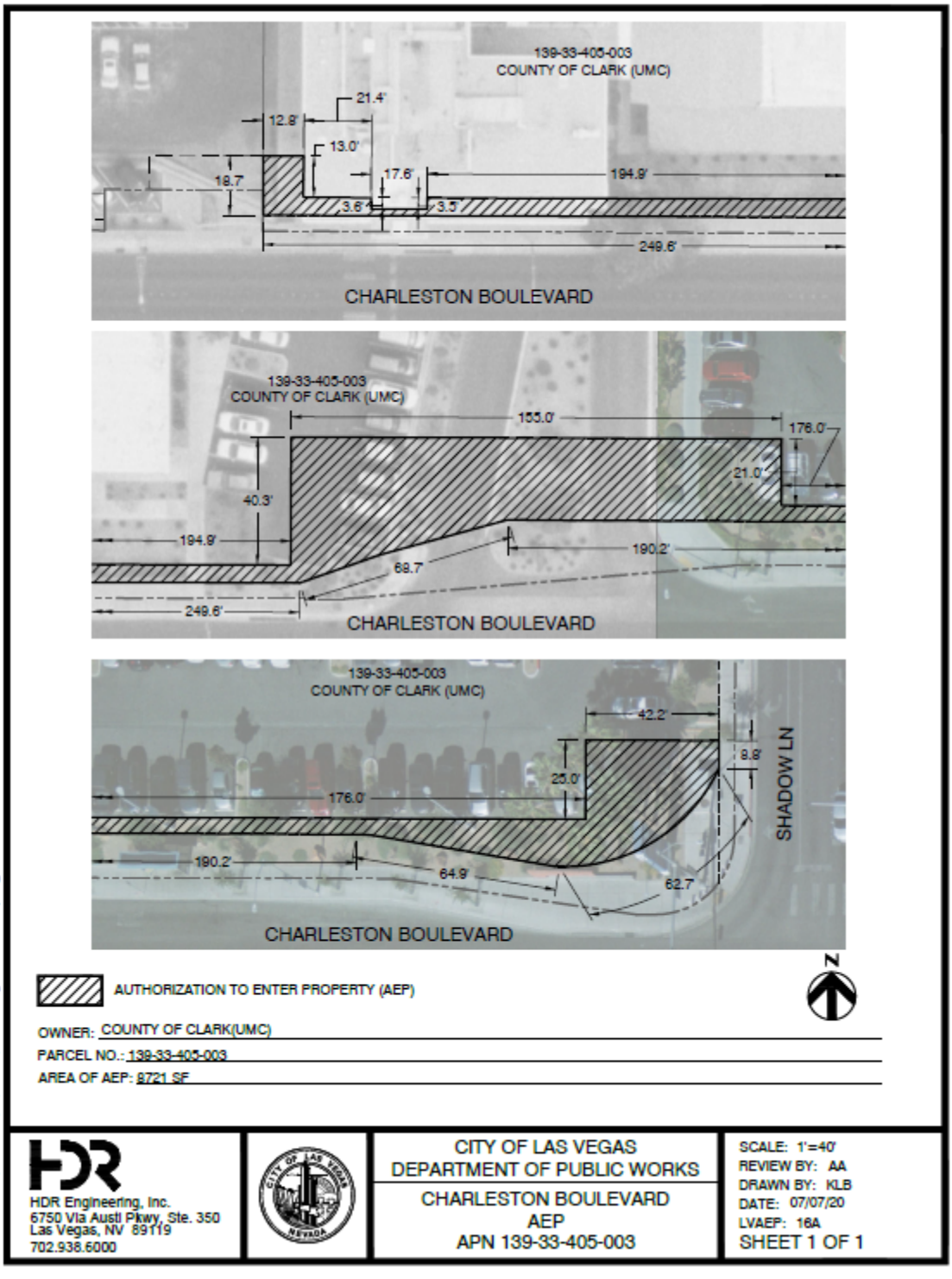
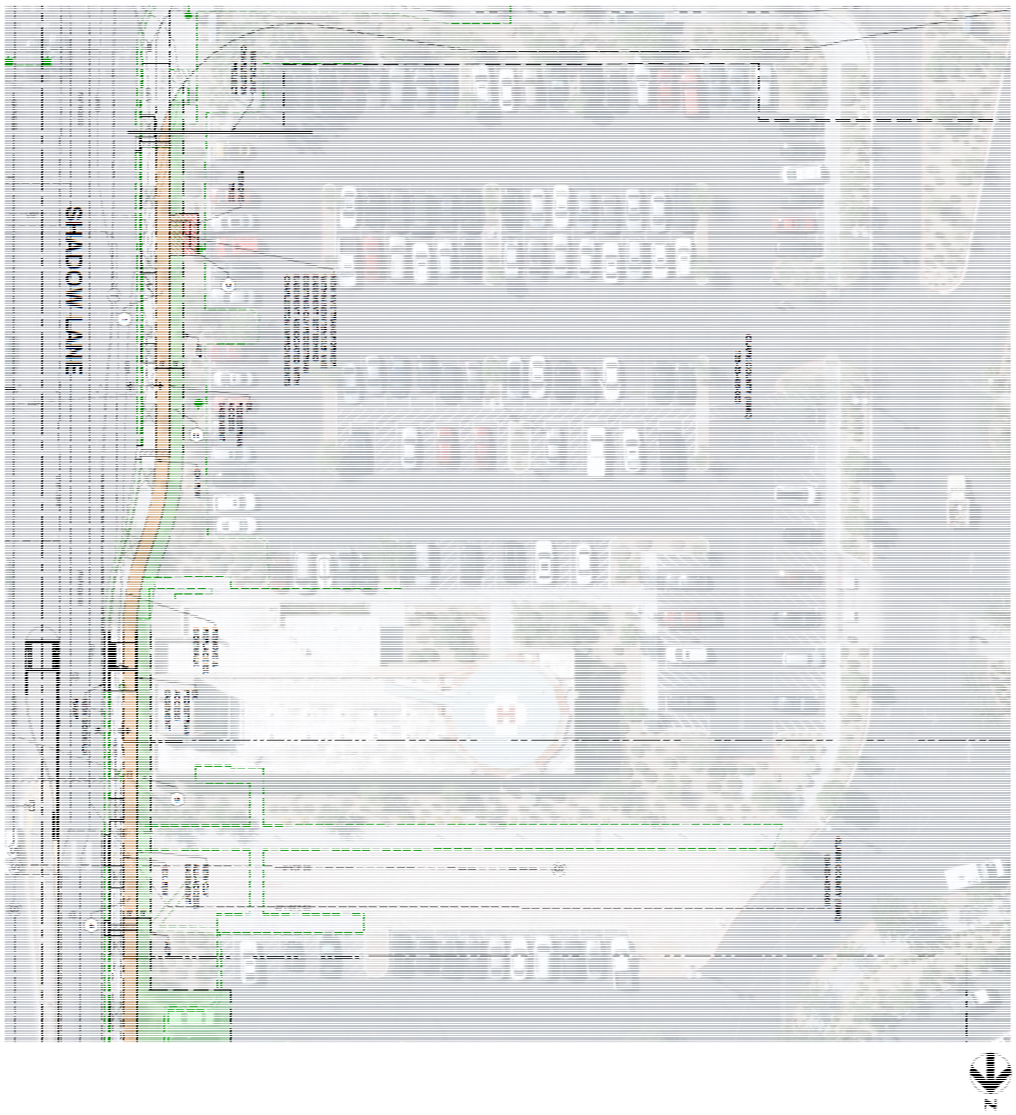


EXHIBIT "D"
PAGE 4 OF 5
TCE



RIGHT-OF-WAY TABLE		
ELEMENT	EXISTING	PROPOSED
139-33-405-003 PARCEL AREA	153,767 SF	153,767 SF
139-33-405-003 PARCEL AREA	677,388 SF	677,388 SF
AFFECTED PARKING STALLS	0	0

NEW EASEMENT/AEP TABLE			
	APN	TYPE	AREA (SF)
1	139-33-405-003	NEW CLV ALL ACCESS EASEMENT	1,142.00 SF
2	139-33-405-003	AEP	1,302.00 SF
3	139-33-405-003	NEW NVE EASEMENT	168.00 SF
4	139-33-405-003	NEW CLV ALL ACCESS EASEMENT	400.00 SF
5	139-33-405-003	AEP	400.00 SF

LEGEND

NEW CLV ALL ACCESS EASEMENT

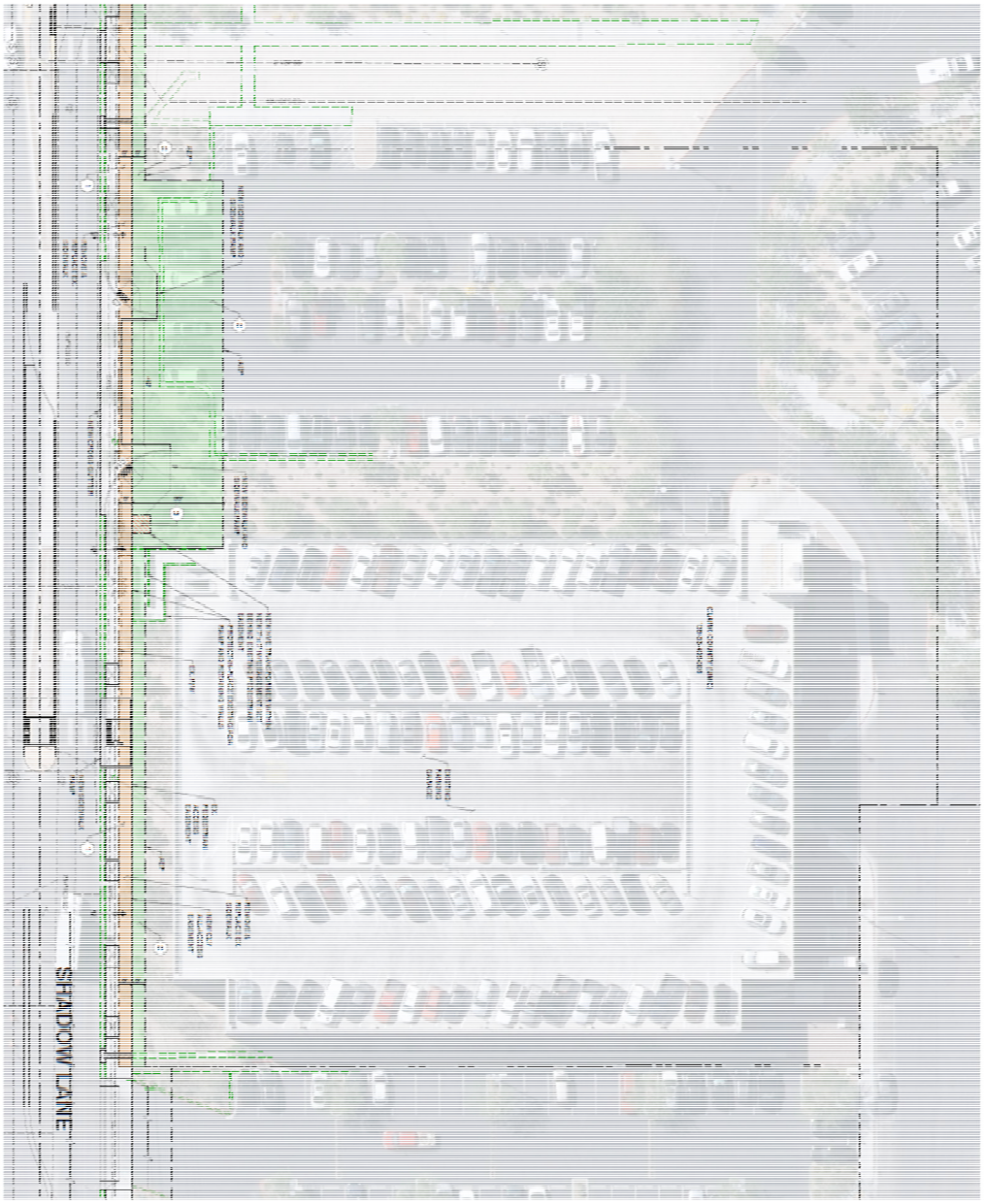
NEW NVE EASEMENT

AUTHORIZATION TO ENTER PROPERTY (AEP)

NOTES:
1. THIS EXHIBIT, DIMENSIONS, AND CALCULATIS SHOWN ARE BASED OF AERIAL MAGERY ONLY, FOR ACCURATE SITE CONDITIONS, FIELD SURVEY SHALL BE CONDUCTED.
2. PARCEL AREAS LISTED IN TABLE ABOVE ARE FOR ENTIRE PROPERTY, INCLUDING PORTION NOT SHOWN ON THIS SHEET. PARKING STALLS LISTED IN TABLE ABOVE ARE ONLY STALLS AFFECTED ON THIS SHEET.

GRAPHIC SCALE

EXHIBIT "D"
PAGE 5 OF 5
TCE



ELEMENT	EXISTING	PROPOSED
139-33-405-006 PARCEL AREA	102,802 SF	102,802 SF
AFFECTED PARKING STALLS	8	8

	APN	TYPE	AREA (SF)
1	139-33-405-006	NEW CLV ALL ACCESS EASEMENT	1,751.00 SF
2	139-33-405-006	AEP	5,952.00 SF
3	139-33-405-006	NEW NVE EASEMENT	49.00 SF

LEGEND

NEW CLV ALL-ACCESS EASEMENT

NEW NVE EASEMENT

AUTHORIZATION TO ENTER PROPERTY (AEP)

NOTES:
1. THIS EXHIBIT, DIMENSIONS, AND CALLOUTS SHOWN ARE BASED OF AERIAL IMAGERY ONLY. FOR ACCURATE SITE CONDITIONS, FIELD SURVEY SHALL BE CONDUCTED.
2. PARCEL AREAS LISTED IN TABLE ABOVE ARE FOR ENTIRE PROPERTY, INCLUDING PORTION NOT SHOWN ON THIS SHEET. PARKING STALLS LISTED IN TABLE ABOVE ARE ONLY STALLS AFFECTED ON THIS SHEET.

GRAPHIC SCALE

EXHIBIT "E"
PAGE 1 OF 1
DEDICATION FORM

APN: A Portion of

DEDICATION

County of Clark, a political subdivision of the State of Nevada, "Dedicator", does hereby dedicate to City of Las Vegas, a municipal corporation of the State of Nevada, for public purposes, including but not limited to pedestrian access, utility, drainage or roadway purposes, that tract or parcel of land located in the County of Clark, State of Nevada, described as follows:

See Exhibits "A" and "B" attached hereto and by this reference made a part hereof,
a portion of Assessor's Parcel Number

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____ 2021.

COUNTY OF CLARK, a political subdivision of the State of Nevada

_____
Lisa Kremer, Director
Director of Real Property Management

STATE OF NEVADA)
COUNTY OF CLARK)

On the _____ day of _____ 2021, personally appeared before me, the undersigned, a Notary Public in and for the State of Nevada, _____ personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he executed the same voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public in and for said County and State

My commission expires: _____

When recorded, return document to

County of Clark - RPM
500 S. Grand Central Pkwy., 4th Floor
Las Vegas, NV 89155-1825
Attention: Jaime McGinty

EXHIBIT "F"
PAGE 1 OF 2
TEMPORARY CONSTRUCTION EASEMENT FORM

APN:

WHEN RECORDED MAIL TO:

ENTITY NAME
ATTN:
ADDRESS LINE 1
CITY, STATE ZIP

TEMPORARY CONSTRUCTION EASEMENT

The County of Clark, a political subdivision of the State of Nevada ("Grantor"), its heirs, successors and assigns, for and in consideration received, does hereby grant to City Of Las Vegas ('Grantee"), its successors and assigns, a Temporary Construction Easement ("TCE") in, on, over and across the land described on Exhibit "A" ("TCE Area"), attached hereto and by this reference made a part hereof, together with the right of ingress and egress, for the purpose of: constructing public roadway, transportation and infrastructure improvements ("Project"). The Grantee shall be responsible for any and all costs associated with construction of the Project, relocation of existing improvements or other associated appurtenances and any and all remediation.

Grantor, its heirs, successors and assigns, reserves such rights and privileges as may be used without interfering with or abridging the rights and TCE granted herein.

Subject to the government liability limits of NRS Chapter 41, the Grantee agrees to indemnify, defend and hold Grantor harmless from any and all claims, demands or causes of action which may result from the actions of the Grantee, its officers, employees, agents, or contractors arising from the exercise of the rights herein granted. .

Grantee shall take all reasonable precautions to protect people from the TCE area.

The rights herein granted are temporary and expire upon completion of the Project or Two (2) years from approval of the TCE by the Clark County Board of County Commissioners whichever occurs first. Grantor has the right to inspect the Project, including all necessary relocation of existing improvements, to assure work is satisfactory.

Grantor may terminate this TCE for Grantee's non-compliance with the terms and conditions by providing a ten (10) day notice to Grantee.

Grantee shall be responsible for any damages proximately caused by Grantee's Project, including any improvements owned by Grantor and to any tangible personal property. Grantee further agrees that, if Grantee performs work that damages the TCE area, Grantee will restore the TCE Area to its before condition. Grantee shall return the Grantor's property and TCE Area to the same or better condition to the satisfaction of the Grantor, in Grantor's sole discretion, once

EXHIBIT "F"
PAGE 2 OF 2
TEMPORARY CONSTRUCTION EASEMENT FORM

the Project has been completed. If Grantee fails repair or restore Grantor's property or TCE area to its before condition, Grantor shall have the right, but not the obligation, to repair and/or remediate the TCE Area and Grantor's property and Grantee shall be responsible for any and all costs incurred by Grantor and shall pay those costs within ten (10) days of receipt of an invoice.

This TCE may be executed in counterparts, all such counterparts will constitute the same TCE 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.

GRANTOR
COUNTY OF CLARK

By: _____
Lisa Kremer, Director
Real Property Management

GRANTEE
ENTITY NAME

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Mary-Anne Miller, County Counsel

STATE OF NEVADA}
COUNTY OF CLARK}

On this _____day of _____,2021, before me, the undersigned Notary Public in and for said County and State, appeared _____ known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned.

_____
Notary Public

STATE OF NEVADA}
COUNTY OF CLARK)}

On this _____day of _____,2021, before me, the undersigned Notary Public in and for said County and State, appeared_____ known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned.

_____
Notary Public

EXHIBIT "G"
PAGE 1 OF 3
PROPOSAL

JMB Construction

January 12, 2021

Bid No. 021-103

Ms. Tamera Hone
Facility Maintenance Manager
Plant Ops-Plant Maintenance
University Medical Center of Southern Nevada
1800 W Charleston Blvd.
Las Vegas, NV 89102

Re: 2231 W. Charleston Blvd. – Main Entry Relocation Interior & Exterior

PRELIMINARY BUDGET

Ms. Hone,

I would like to thank you for the opportunity to be of service to you on the above-mentioned project. This proposal assumes that the current power, mechanical and plumbing installations are adequate to support the new layout. All bidding has been done in accordance with floor plan sketch provided by Owner. **This project was bid using prevailing wage rates.** The following lists should help clarify our proposal:

The following items are specifically included in our proposal:

1. We provide an allowance for construction documents.
2. We provide an allowance for permitting fees.
3. Provide removal and proper disposal of approx. 25 linear feet of wall assembly to accommodate new layout. Any hazardous materials testing or abatement is **EXCLUDED**.
4. Provide removal and proper disposal of approx. 270 square feet of flooring to accommodate new layout. Any hazardous materials testing or abatement is **EXCLUDED**.
5. Provide removal and proper disposal of approx. 270 square feet of acoustical ceiling systems to accommodate new layout. Any hazardous materials testing or abatement is **EXCLUDED**.
6. Provide disconnect and "safe-off" of electrical to existing auto operator.
7. Provide removal and proper disposal of Two (2) storefront doors.
8. Provide removal and proper disposal of storefront window at proposed entry area.
9. Provide removal and proper disposal of existing palm tree located at proposed entry location.
10. Furnish and install new 12' x 13' 4" thick concrete pad at new entry location.
11. Provide modifications to existing window opening to accept new storefront entry system. This includes wood framing header and studs.
12. Provide infill of previously removed storefront doors with storefront window system to match existing as best possible.
13. Furnish and install new double door entry system at proposed entry location. New storefront to match existing as best possible.
14. Furnish and install power assist operator at new entry. This includes one push button.

1118 Sharp Circle, Suite E
North Las Vegas, NV 89030
702-642-3600
Fax 702-642-5050

EXHIBIT "G"
PAGE 2 OF 3
PROPOSAL

15. Furnish and install power to new power assist operator from existing electrical circuits. This includes conduit, wiring and terminations.
16. Furnish and install approx. 15 linear feet of new wall assembly to accommodate new layout. This includes metal stud framing, 5/8" type "X" sheetrock, tape and texture. Wall finish to match existing as best possible.
17. Create new 4' wide cased opening at existing wall. This includes metal stud framing, 5/8" type "X" sheetrock, tape and texture. Wall finish to match existing as best possible.
18. Furnish and install approx. 270 square feet of 2' x 4' acoustical ceiling system to accommodate new layout. This includes grid and 2' x 4'ceiling tiles with tegular edge.
19. Provide painting of newly created Entrance Lobby. Paint color to be selected by Owner from standard color selections.
20. All paint used will be "low VOC" for use in healthcare applications.
21. Furnish and install vinyl plank flooring at newly created Entrance Lobby. This includes two flooring colors. Flooring colors to be selected by Owner from standard color selections.
22. Furnish and install 6" base at new flooring location. Base color to be selected by Owner from standard color selections.
23. Furnish and install Two (2) new wall sconces at new entry location. This includes conduit, wiring, terminations and $400 light fixture budget.
24. Furnish and install One (1) Exterior egress light. This includes conduit, wiring, terminations and $400 light fixture budget.
25. Supervision
26. Clean up and proper disposal of any and all trash and debris caused by our scope of work.
27. All work to take place during normal working hours 5:30am – 3:30pm Monday – Friday.

The following items are specifically excluded from our proposal:

1. Any work not noted above.
2. Any overtime or special inspections.
3. Any sewer connection fees.
4. Any hazardous materials testing or abatement.
5. Any trench or recessed ducting.
6. Any medical gas systems, connections, zone valves or certifications.
7. Any lead shielding including lead lined sheetrock, lead lined doors or leaded glass view windows.
8. Any new HVAC equipment, ducting, or wiring of any kind.
9. Hidden and/or concealed conditions that we could not identify by a visual inspection, such as under-slab conduits, etc. are not included as a cost in our proposal. We have undertaken reasonable care and caution to identify any conflict; however, we did not perform any destructive inspections that may have identified these hidden and/or concealed conditions.
10. Any Telephone/Data wiring and/or equipment.
11. Any new roofing materials.
12. Any furnishings.
13. Any work to bring the existing space to current codes or standards.
14. Any work to bring the existing space to current ADA standards.
15. Any life safety systems.

EXHIBIT "G"
PAGE 3 OF 3
PROPOSAL

16. Any fire alarm plans and/or modifications.

We hope this meets with your understanding. If you have any questions regarding this proposal, please do not hesitate to contact me at my office (702) 642-3600 or on my cellular (702) 287-8697.

We look forward to working with you on this project.

All invoices are due upon receipt.

Pricing is good for 90 days.

Respectfully,
JMB Construction, Inc.

Damien Bilyeu
Project Estimator
License #0031805A
Limit: Unlimited

Cost: Two hundred Ten thousand Six hundred Twenty dollars & 00/100
($210,620.00)

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
26

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

SUBJECT:
For possible action to approve staff to acquire various real property rights for the future Pinto Lane Streetscape Project between South Martin Luther King Boulevard and South Rancho Drive Project, multiple APNs ($350,000 - Regional Transportation Commission [RTC] and Fuel Revenue Index [FRI2] Funds) - Ward 1 (Knudsen)

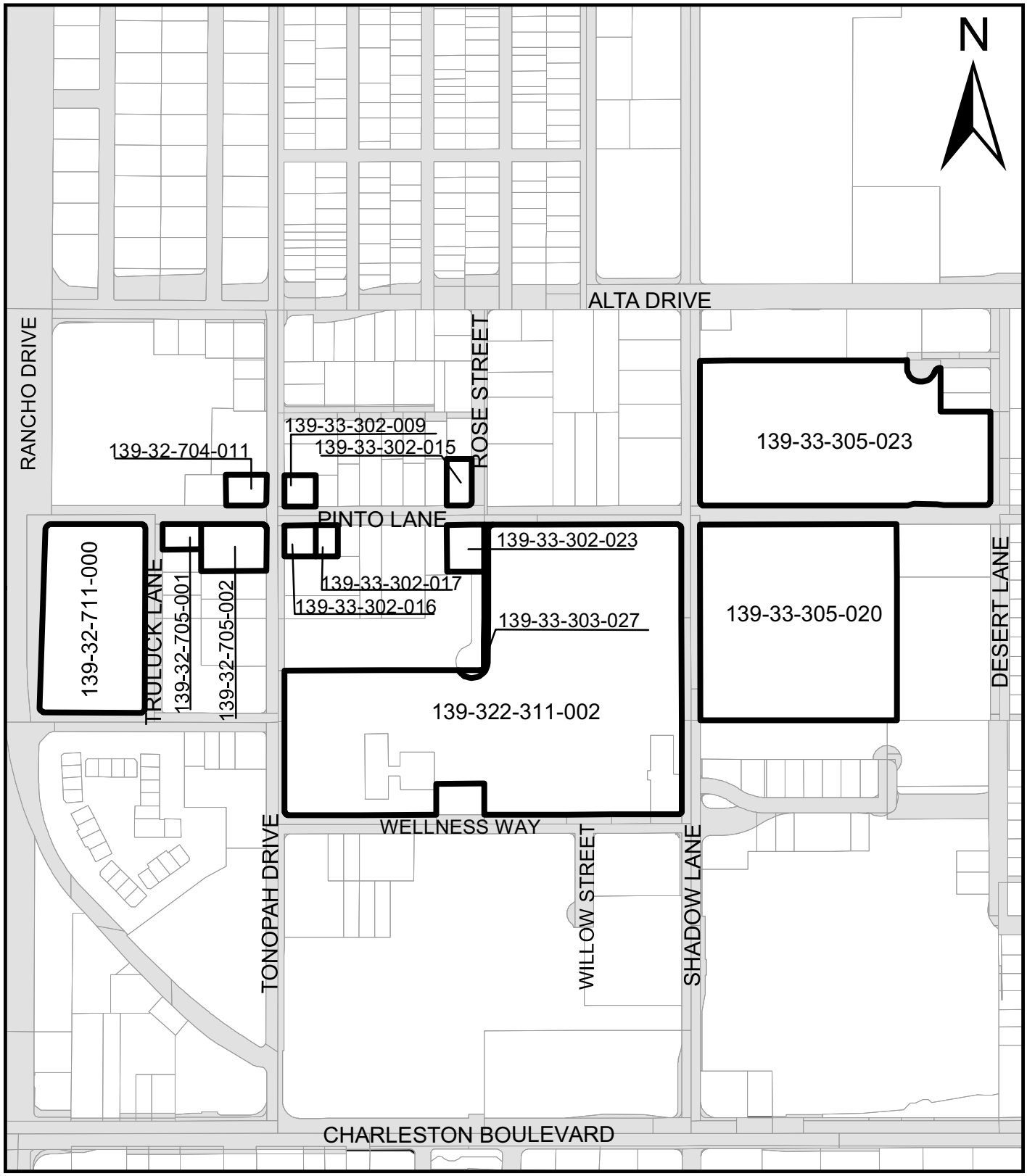
FISCAL IMPACT:
Budget Funds Available
Amount: $350,000
Funding Source: RTC and FRI2 Funds
Dept./Division: Public Works/Right-of-Way

PURPOSE/BACKGROUND:
The acquisition of various real property rights is needed for the construction of curb and gutter, ten-foot wide sidewalks, trees, streetlights and the undergrounding of overhead facilities along Pinto Lane from South Martin Luther King Boulevard to South Rancho Drive.

RECOMMENDATION:
Approval. If approved, the Public Works Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of real property rights.

BACKUP DOCUMENTATION:
1. Exhibit Map

EXHIBIT MAP



PINTO LANE STREETSCAPE IMPROVEMENT PROJECT

PARCEL NO: 139-32-704-011, 139-32-705-001, 139-32-705-002, 139-32-711-000
139-33-302-009, 139-33-302-015, 139-33-302-016, 139-33-302-017, 139-33-302-023
139-33-303-027, 139-33-305-020, 139-33-305-023, 139-33-311-002

LEGEND

- Subject Parcel
- Right-of-Way

OWNER: MULTIPLE

SECTION, TOWNSHIP, RANGE: SECTION 32 & 33, T. 20 S., R 61 E.

CITY OF LAS VEGAS NEVADA

Date: 2/17/2021

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
27

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

SUBJECT:
For possible action to approve Interlocal Agreement No. 138967-A between the City of Las Vegas (CLV) and the Las Vegas Valley Water District (LVVWD) to replace and install water pipelines and appurtenances for the construction of water facilities in the CLV Pinto Lane Streetscape Improvements Phase I Project from Shadow Lane to South Martin Luther King Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The LVVWD desires to enter into an interlocal agreement with the CLV to perform construction and construction management for the water facilities within the CLV Project limits; both parties have agreed that it is beneficial to include the water facilities within the construction phase of the CLV Pinto Lane Streetscape Improvements Phase I Project from Shadow Lane to South Martin Luther King Boulevard. The LVVWD will provide full payment to the CLV for the construction cost in the amount of $216,834 no later than 30 days after the award of the construction contract by the City Council.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement No. 138967-A

INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION OF WATER FACILITIES FOR
CLV PINTO LANE STREETSCAPE IMPROVEMENTS PHASE I

This INTERLOCAL AGREEMENT, is made by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada (the "District"), and the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"). The City and the District are sometimes collectively referred to herein as the "Parties." The "Effective Date" is the date of the last signature on this Agreement.

RECITALS

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statutes Chapter 277.180;

WHEREAS, the District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada;

WHEREAS, the City is designing and constructing a project formerly known as CLV Pinto Lane Streetscape Improvements Project ("Original City Project") in the area of Pinto Lane from Rancho Drive to Martin Luther King Boulevard;

WHEREAS, the City and the District had previously entered into the Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements, dated November 3, 2020, for the replacement and installation of water pipelines and appurtenances in the Original City Project;

WHEREAS, the City has determined that it is in its best interests to divide the Original City Project into two separate projects;

WHEREAS, the first portion of the Original City Project is now known as "CLV Pinto Lane Streetscape Improvements Phase I Project" (the "City Project") and said City Project contains the area of "Pinto Lane from Shadow Lane to Martin Luther King Boulevard" as generally depicted on Exhibit "A";

WHEREAS, the District desires to replace and install new water pipelines and appurtenances in conjunction with the City Project (the "Water Facilities") and said Water Facilities are generally depicted on Exhibit "B";

WHEREAS, the City has incorporated the design of the Water Facilities into the City Project;

WHEREAS, the District desires the City as part of the City Project, to construct and perform construction management for the construction of the Water Facilities;

WHEREAS, the District and the City have agreed that it is beneficial to include the Water Facilities with the construction phase of the City Project; and

WHEREAS, the City is willing and able to perform the construction and construction management of the Water Facilities so long as the District pays for all costs and expenses associated with the construction management of the Water Facilities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - COSTS

1. Upon the execution of this Interlocal Agreement by the Parties, the Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements, dated November 3, 2020, is automatically terminated and of no further force or effect.

2. The Estimated Water Facilities Costs is defined as the sum of the Estimated Water Facilities Construction Cost and the Estimated Water Facilities Construction Management Cost, each as further detailed herein. The "Estimated Water Facilities Construction Cost" is defined as the design professional's estimated cost of construction of the Water Facilities, inclusive of a ten percent (10%) construction contingency (the "Estimated District Construction Contingency"). The "Estimated Water Facilities Construction Management Cost" is defined as five percent (5%) of the Estimated Water Facilities Construction Cost. A summary of the Estimated Water Facilities Costs attached hereto as Exhibit "C".

3. Within seven (7) calendar days of identification of the apparently low construction bid, the City shall transmit the construction bid tabulations for all bidders (the "Bid Tabulation") to the District, including identification of the apparent overall low bid contractor (the "Water Facilities Construction Cost"). The District acknowledges that the apparent low bid contractor for the City Project may not result in the lowest cost to the District for the Water Facilities. Within fourteen (14) calendar days after receipt of the Bid Tabulation, the District shall provide written acceptance or rejection of the Water Facilities Construction Cost. If the District rejects the Water Facilities Construction Cost, the District shall provide a written explanation for said rejection that is consistent with Nevada law. If the District accepts the Water Facilities Construction Cost, and no later than thirty (30) days after award of the construction contract by the Las Vegas City Council, the District shall pay the City the full amount of the Water Facilities Construction Cost and an additional ten percent (10%) of the Water Facilities Construction Cost for a construction contingency (the "District Construction Contingency") and an additional five percent (5%) of the Water Facilities Construction Cost for the Water Facilities Construction Management Cost. The District Construction Contingency amount may be used by the City, after consultation with the District, for any costs and expenses associated with the Water Facilities construction. Any City expenditure of the District Construction Contingency shall include an additional five percent (5%) for Water Facilities Construction Management Cost. If the City uses any of the District Construction Contingency and the District Construction Contingency is depleted to an amount less than two and one-half percent (2.5%) of Water Facilities Construction Cost, then the District shall within thirty (30) calendar days of receipt of notification from the City replenish the District Construction Contingency to the amount of ten percent (10%) of the Water Facilities Construction Cost. If the City needs monies from the District Construction Contingency amount and the District Construction Contingency amount is insufficient, the District will pay to the City the excess amount as documented by the City and the District must also replenish the District Construction Contingency amount to ten percent (10%) of the Water Facilities Construction Cost within thirty (30) calendar days of receipt of invoice by the City.

ARTICLE II - DISTRICT AGREES

1. The District shall, at its sole cost and expense, obtain any and all permits of any kind, including any Nevada Department of Environmental Protection permits, approvals, or clearances, required for the Water Facilities including those requested by the City acting in its regulatory capacity.

2. The District shall acquire, at the District's sole cost and expense, all the necessary property rights for the Water Facilities.

3. At no cost to the City, District shall provide inspection services on the City Project for the Water Facilities and to promptly report any construction deficiencies to the City's designated representative. When required due to the construction of the Water Facilities, the District shall have construction inspectors on-site while the Water Facilities work is being performed by the construction contractor.

4. The District will review, comment, and approve in writing Water Facilities requests for information ("RFIs"), manufacturer certifications, installation instructions, shop drawings, contractor submittals, and any substantial changes to the Water Facilities plans and specifications. The District's review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of RFIs,

manufacturer certifications, installation instruction, shop drawings, and contractor submittals. If the District does not respond within the fourteen (14) calendar days, the aforementioned shall be deemed approved by the District.

5. If the District causes and/or requests additions and/or changes to the Water Facilities after award of the City Project and if the City determines the proposed District's additions and/or changes are acceptable, all costs including but not limited to the design, construction, and construction management costs associated therewith will be borne solely by the District. The Parties acknowledge that additional costs may require approve of the District's governing board.

6. The District will review, comment, and approve in writing Water Facilities change orders. The District's review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of change orders. If the District does not respond within the fourteen (14) calendar days, the change order shall be deemed approved by the District. For those change orders that require District governing body approval, the District agrees to initiate the approval process within seven (7) calendar days of acceptance of the change order request by the District. If the District's governing body fails to approve additional funding as requested by the City, then the District is excused from its obligations pursuant to this Agreement as they relate to the Water Facilities and the District agrees it will pay the City all costs and expenses related to, arising out of, or attributed to any completed work related to the Water Facilities and any other costs and expenses associated with the termination of said work.

ARTICLE III - CITY AGREES

1. City shall advertise and award the City Project including the Water Facilities in a manner consistent with Nevada Revised Statutes Chapter 338 requirements.

2. The City shall oversee the construction of the City Project including the Water Facilities in accordance with the plans as approved by the City and the District, and to cause the contractor to schedule District inspection for all Water Facilities work.

3. The City shall allow the District to observe, review, and inspect the construction of the Water Facilities.

4. The City shall provide the District with copies of all City contractor pay applications involving the Water Facilities. The District shall provide a written response approving or rejecting, including an explanation for rejection that complies with Nevada Revised Statutes Chapter 338, the pay application within fourteen (14) calendar days. If the District does not respond within the fourteen (14) calendar days, the contractor's pay request shall be deemed approved by the City. Notwithstanding the above, the City may proceed to make payment to the City's contractor in the amount of the pay request if it's in the best interests of the City and/or the City Project and the City and District will work together to address the dispute.

5. The City shall enforce any warranties related to the defective construction of the Water Facilities. The District shall promptly notify the City of any construction defects during the warranty period (one (1) year after acceptance of the Water Facilities by the District). The City agrees if necessary to assign to the District, upon approval of separate agreement with the District, all or a portion of rights, interests, causes of action, claims, whenever they may arise, against the City's contractor and/or its surety, relating to or arising out of the construction of the Water Facilities including but not limited to workmanship, delays, construction, repairs, and/or replacement.

6. The City shall provide to District, at the City's sole cost and expense, final record drawings for the Water Facilities in 300 DPI Adobe Portable Document Format.

7. Within sixty (60) days after the City's final payment to the Contractor, the City shall return to the District any funds advanced by the District for the Water Facilities which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the Water Facilities, including but not limited to claims or actions arising out of and/or related to construction.

ARTICLE IV - IT IS MUTUALLY AGREED:

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

2. The term of this Agreement shall be from the Effective Date until completion of construction of the Project (when the City has issued notice of final completion of the City Project), and the City Project including the Water Facilities have been closed out and City has received all payments from the District, unless this Agreement is terminated as provided herein.

3. The Parties shall exercise any rights that either Party may have against any utility company or other Party to require relocation of their utility facilities to facilitate construction of the City Project including the Water Facilities

4. The Water Facilities installed under this Agreement shall be and remain the exclusive property of the District, and shall become a part of the District's general water distribution system after acceptance by the District. After the District's acceptance, the District shall be responsible for the maintenance of the said Water Facilities.

5. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the Party to be notified at the address for such Party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either Party hereto may change its address by giving fourteen (14) calendar days advance notice to the other Party as provided herein. Phone, e-mail and fax numbers, if listed, are for information only.

To District: Las Vegas Valley Water District
ATTN: Michael A. Dishari, P.E., Director of Infrastructure Management
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 258-3186
Email: michael.dishari@lvvwd.com

with copy to: Las Vegas Valley Water District
ATTN: Nass Diallo
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 259-8173
Email: nass.diallo@lvvwd.com

with copy to: Las Vegas Valley Water District
ATTN: General Counsel
1001 South Valley View Boulevard, MS 475
Las Vegas, Nevada 89153
Email: generalcounsel@lvvwd.com

To City: City of Las Vegas
ATTN: Mike Janssen, P.E., Director of Public Works
333 North Rancho Drive, Floor 9
Las Vegas, Nevada 89106
Telephone: (702) 229-6276

with copy to: City of Las Vegas
ATTN: Lyle Wilcox, P.E.
333 North Rancho Drive, Floor 9
Las Vegas, Nevada 89106
Telephone: (702) 229-6574
Email: lwilcox@lasvegasnevada.gov

6. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

7. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party.

8. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

9. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. The City may at any time terminate this Agreement upon the giving of ten (10) calendar days written notice to the District if the City solely determines that (a) the Water Facilities plans are insufficient or (b) the District has not obtained all necessary property rights for the Water Facilities or (c) the District has not caused the utilities to be timely relocated or (d) the District fails to timely provide the monies required herein or (e) the District in any way breaches this Agreement. Prior to terminating this Agreement, the City shall provide a written notice of said default and provide the District a minimum thirty (30) calendar day cure period. The District agrees to pay all documented costs and expenses associated with, arising out of, or related to the termination of this Agreement pursuant to this Section.

The City may also terminate this Agreement upon receipt of thirty (30) days written notice to the District if the City in its sole determination determines that there are not sufficient funds to continue with the construction of the Water Facilities or the Las Vegas City Council determines that the City Project is not in the best interest of the City.

Upon any termination by the City, the City shall return to the District within thirty (30) calendar days after termination any funds which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the Water Facilities, including but not limited to claims or actions arising out of and/or related to construction.

11. The Parties do not waive and intend to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages.

12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

15. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement and consistent with the provisions of Nevada Revised Statues Chapter 339 and the State of Nevada, Executive Department's Executive Order 2020-01.

16. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. 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.

18. The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.

19. Notwithstanding any other provisions of this Agreement, the City is not obligated to construct the Water Facilities if the City elects not to construct the City Project, or any portion of the City Project, then the City is not obligated to construct the Water Facilities.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by their respective duly authorized representatives as of the day and year last entered below.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LuAnn D. Holmes, City Clerk Date

APPROVED AS TO FORM:

John S. Ridilla 3/2/21

John S. Ridilla Date
Deputy City Attorney

LAS VEGAS VALLEY WATER DISTRICT

Marilyn Kirkpatrick, President Date
Board of Directors

APPROVED AS TO FORM:

for 3/2/2021

Gregory J. Walch Date
General Counsel

EXHIBIT A
CITY PROJECT AREA - AERIAL
CLV Pinto Lane Streetscape Improvements Phase I

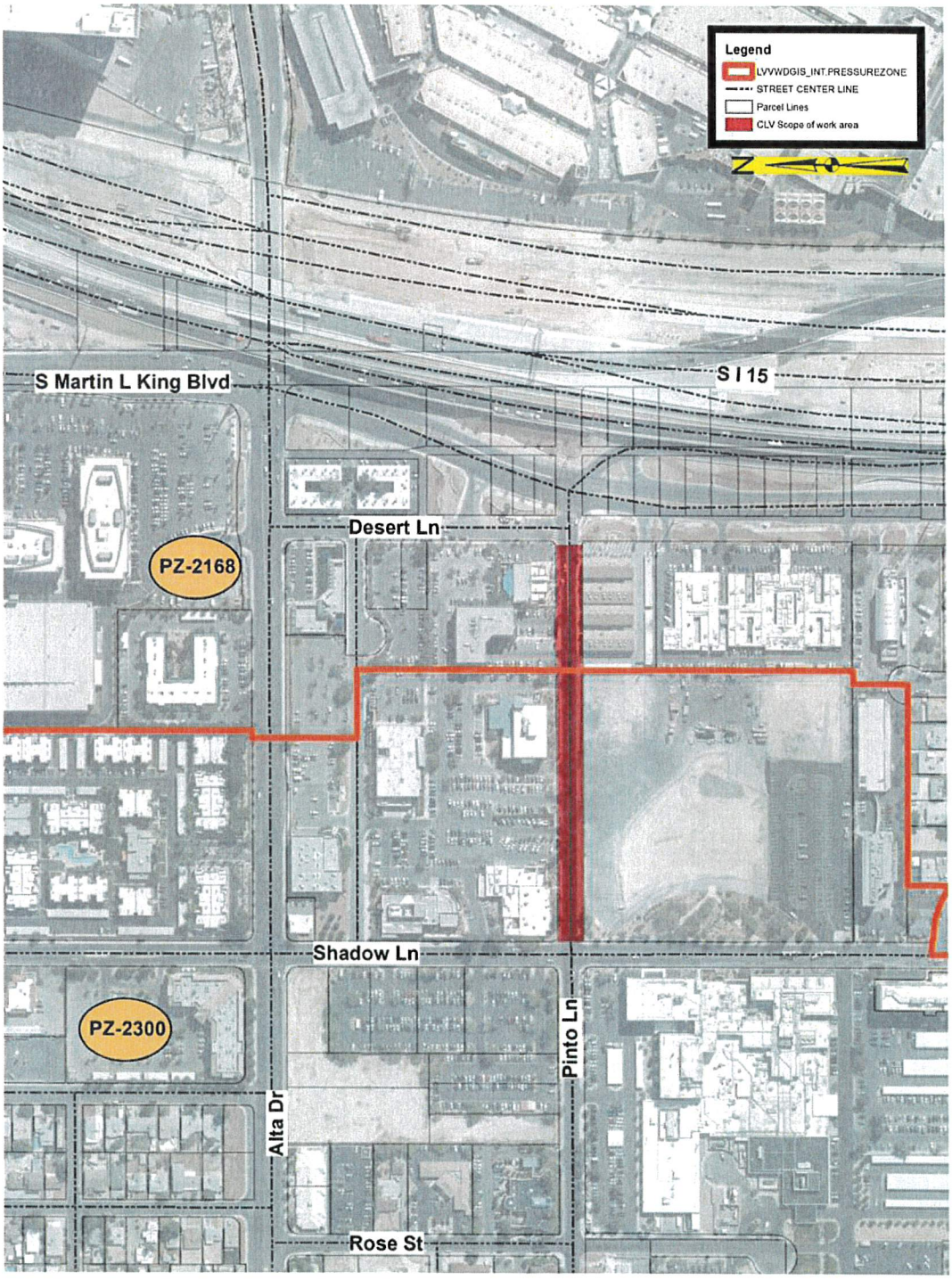


EXHIBIT B
WATER FACILITIES
CLV Pinto Lane Streetscape Improvements Phase I
LVVWD Project 138967

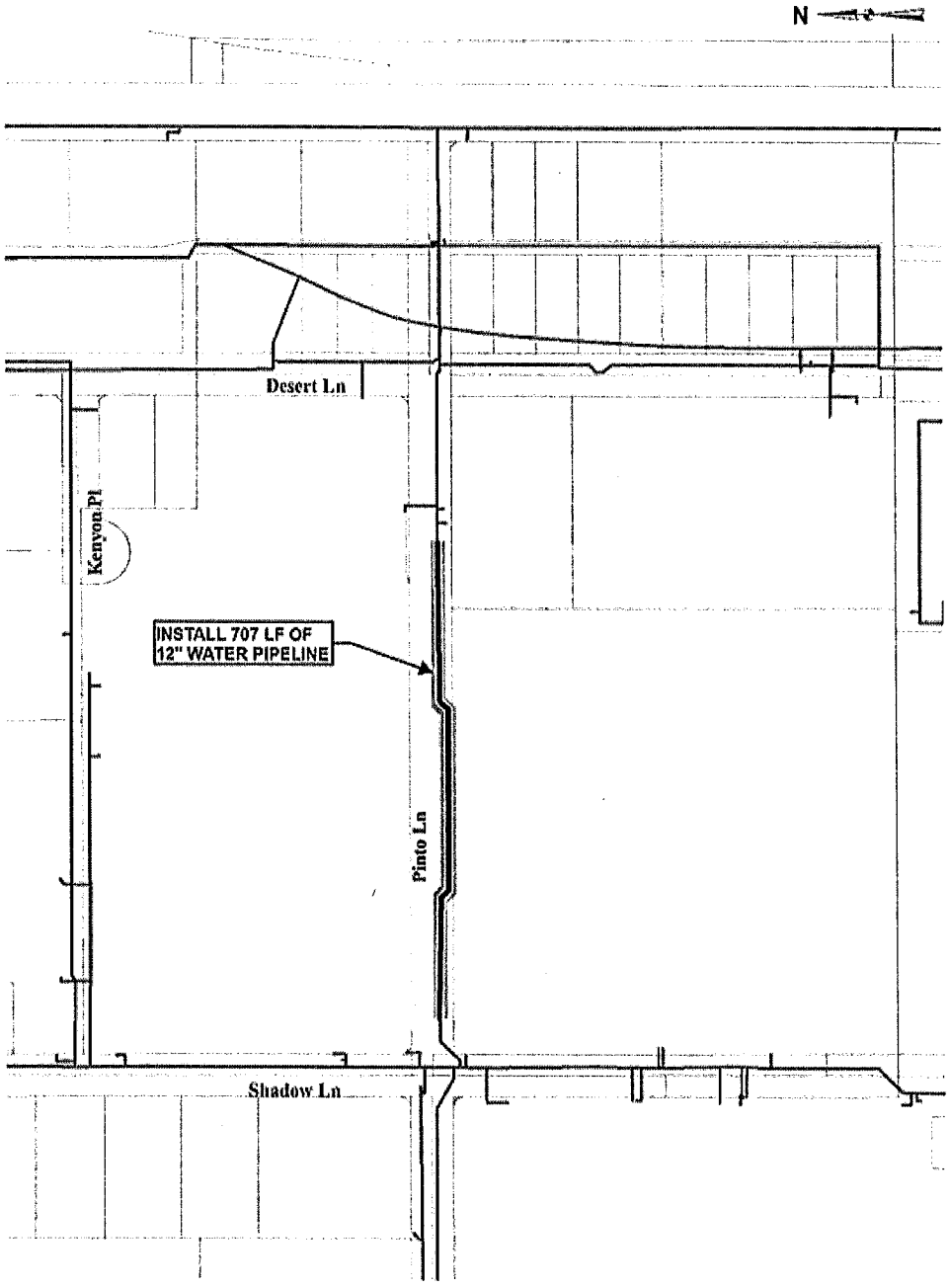


EXHIBIT C

SUMMARY OF
ESTIMATED WATER FACILITIES COSTS
CLV Pinto Lane Streetscape Improvements Phase I
LVVWD Project 138967

COST OF CONSTRUCTION:

Estimated Water Facilities Construction Cost	$187,735
Construction Management of Water Facilities *(Five Percent of Estimated Water Facilities Construction Cost)*	$9,387
Cost of Construction Subtotal:	$197,122

COST OF CONTINGENCY:

Water Facilities Contingency *(Ten Percent of Estimated Water Facilities Construction Cost)*	$18,773
Construction Management Contingency *(Five Percent of Water Facilities Contingency)*	$939
Cost of Contingency Subtotal:	$19,712

TOTAL AMOUNT: $216,834

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
28

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

SUBJECT:
For possible action to approve Interlocal Agreement No. 138968-A between the City of Las Vegas (CLV) and the Las Vegas Valley Water District (LVVWD) to replace and install water pipelines and appurtenances for the construction of water facilities in the CLV Pinto Lane Streetscape Improvements Phase II Project from Shadow Lane to Rancho Drive - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The LVVWD desires to enter into an interlocal agreement with the CLV to perform construction and construction management for the water facilities within the CLV Project limits; both parties have agreed that it is beneficial to include the water facilities with the construction phase of the CLV Pinto Lane Streetscape Improvements Phase II Project from Shadow Lane to Rancho Drive. The LVVWD will provide full payment to the CLV for the construction cost in the amount of $504,471 no later than 30 days after the award of the construction contract by the City Council.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement No. 138968-A

INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION OF WATER FACILITIES FOR
CLV PINTO LANE STREETSCAPE IMPROVEMENTS PHASE II

This INTERLOCAL AGREEMENT, is made by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada (the "District"), and the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"). The City and the District are sometimes collectively referred to herein as the "Parties." The "Effective Date" is the date of the last signature on this Agreement.

RECITALS

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statutes Chapter 277.180;

WHEREAS, the District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada;

WHEREAS, the City is designing and constructing a project formerly known as CLV Pinto Lane Streetscape Improvements Project ("Original City Project") in the area of Pinto Lane from Rancho Drive to Martin Luther King Boulevard;

WHEREAS, the City and the District had previously entered into the Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements, dated November 3, 2020 for the replacement and installation of water pipelines and appurtenances in the Original City Project;

WHEREAS, the City has determined that it is in its best interests to divide the Original City Project into two separate projects;

WHEREAS, the City and the District terminated the Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements, dated November 3, 2020, by entering the Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements Phase I;

WHEREAS, the second portion of the Original City Project is now known as "CLV Pinto Lane Streetscape Improvements Phase II Project" (the "City Project") and said City Project contains the area of "Pinto Lane from Shadow Lane to Rancho Drive" as generally depicted on Exhibit "A";

WHEREAS, the District desires to replace and install new water pipelines and appurtenances in conjunction with the City Project (the "Water Facilities") and said Water Facilities are generally depicted on Exhibit "B";

WHEREAS, the City has incorporated the design of the Water Facilities into the City Project;

WHEREAS, the District desires the City as part of the City Project, to construct and perform construction management for the construction of the Water Facilities;

WHEREAS, the District and the City have agreed that it is beneficial to include the Water Facilities with the construction phase of the City Project; and

WHEREAS, the City is willing and able to perform the construction and construction management of the Water Facilities so long as the District pays for all costs and expenses associated with the construction management of the Water Facilities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - COSTS

1. The Estimated Water Facilities Costs is defined as the sum of the Estimated Water Facilities Construction Cost and the Estimated Water Facilities Construction Management Cost, each as further detailed herein. The "Estimated Water Facilities Construction Cost" is defined as the design professional's estimated cost of construction of the Water Facilities, inclusive of a ten percent (10%) construction contingency (the "Estimated District Construction Contingency"). The "Estimated Water Facilities Construction Management Cost" is defined as five percent (5%) of the Estimated Water Facilities Construction Cost. A summary of the Estimated Water Facilities Costs attached hereto as Exhibit "C".

2. Within seven (7) calendar days of identification of the apparently low construction bid, the City shall transmit the construction bid tabulations for all bidders (the "Bid Tabulation") to the District, including identification of the apparent overall low bid contractor (the "Water Facilities Construction Cost"). The District acknowledges that the apparent low bid contractor for the City Project may not result in the lowest cost to the District for the Water Facilities. Within fourteen (14) calendar days after receipt of the Bid Tabulation, the District shall provide written acceptance or rejection of the Water Facilities Construction Cost. If the District rejects the Water Facilities Construction Cost, the District shall provide a written explanation for said rejection that is consistent with Nevada law. If the District accepts the Water Facilities Construction Cost, and no later than thirty (30) days after award of the construction contract by the Las Vegas City Council, the District shall pay the City the full amount of the Water Facilities Construction Cost and an additional ten percent (10%) of the Water Facilities Construction Cost for a construction contingency (the "District Construction Contingency") and an additional five percent (5%) of the Water Facilities Construction Cost for the Water Facilities Construction Management Cost. The District Construction Contingency amount may be used by the City, after consultation with the District, for any costs and expenses associated with the Water Facilities construction. Any City expenditure of the District Construction Contingency shall include an additional five percent (5%) for Water Facilities Construction Management Cost. If the City uses any of the District Construction Contingency and the District Construction Contingency is depleted to an amount less than two and one-half percent (2.5%) of Water Facilities Construction Cost, then the District shall within thirty (30) calendar days of receipt of notification from the City replenish the District Construction Contingency to the amount of ten percent (10%) of the Water Facilities Construction Cost. If the City needs monies from the District Construction Contingency amount and the District Construction Contingency amount is insufficient, the District will pay to the City the excess amount as documented by the City and the District must also replenish the District Construction Contingency amount to ten percent (10%) of the Water Facilities Construction Cost within thirty (30) calendar days of receipt of invoice by the City.

ARTICLE II - DISTRICT AGREES

1. The District shall, at its sole cost and expense, obtain any and all permits of any kind, including any Nevada Department of Environmental Protection permits, approvals, or clearances, required for the Water Facilities including those requested by the City acting in its regulatory capacity.

2. The District shall acquire, at the District's sole cost and expense, all the necessary property rights for the Water Facilities.

3. At no cost to the City, District shall provide inspection services on the City Project for the Water Facilities and to promptly report any construction deficiencies to the City's designated representative. When required due to the construction of the Water Facilities, the District shall have construction inspectors on-site while the Water Facilities work is being performed by the construction contractor.

4. The District will review, comment, and approve in writing Water Facilities requests for information ("RFIs"), manufacturer certifications, installation instructions, shop drawings, contractor submittals, and

any substantial changes to the Water Facilities plans and specifications. The District's review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of RFIs, manufacturer certifications, installation instruction, shop drawings, and contractor submittals. If the District does not respond within the fourteen (14) calendar days, the aforementioned shall be deemed approved by the District.

5. If the District causes and/or requests additions and/or changes to the Water Facilities after award of the City Project and if the City determines the proposed District's additions and/or changes are acceptable, all costs including but not limited to the design, construction, and construction management costs associated therewith will be borne solely by the District. The Parties acknowledge that additional costs may require approve of the District's governing board.

6. The District will review, comment, and approve in writing Water Facilities change orders. The District's review and comment must be made in writing and within fourteen (14) calendar days of notice from the City of change orders. If the District does not respond within the fourteen (14) calendar days, the change order shall be deemed approved by the District. For those change orders that require District governing body approval, the District agrees to initiate the approval process within seven (7) calendar days of acceptance of the change order request by the District. If the District's governing body fails to approve additional funding as requested by the City, then the District is excused from its obligations pursuant to this Agreement as they relate to the Water Facilities and the District agrees it will pay the City all costs and expenses related to, arising out of, or attributed to any completed work related to the Water Facilities and any other costs and expenses associated with the termination of said work.

ARTICLE III - CITY AGREES

1. City shall advertise and award the City Project including the Water Facilities in a manner consistent with Nevada Revised Statutes Chapter 338 requirements.

2. The City shall oversee the construction of the City Project including the Water Facilities in accordance with the plans as approved by the City and the District, and to cause the contractor to schedule District inspection for all Water Facilities work.

3. The City shall allow the District to observe, review, and inspect the construction of the Water Facilities.

4. The City shall provide the District with copies of all City contractor pay applications involving the Water Facilities. The District shall provide a written response approving or rejecting, including an explanation for rejection that complies with Nevada Revised Statutes Chapter 338, the pay application within fourteen (14) calendar days. If the District does not respond within the fourteen (14) calendar days, the contractor's pay request shall be deemed approved by the City. Notwithstanding the above, the City may proceed to make payment to the City's contractor in the amount of the pay request if it's in the best interests of the City and/or the City Project and the City and District will work together to address the dispute.

5. The City shall enforce any warranties related to the defective construction of the Water Facilities. The District shall promptly notify the City of any construction defects during the warranty period (one (1) year after acceptance of the Water Facilities by the District). The City agrees if necessary to assign to the District, upon approval of separate agreement with the District, all or a portion of rights, interests, causes of action, claims, whenever they may arise, against the City's contractor and/or its surety, relating to or arising out of the construction of the Water Facilities including but not limited to workmanship, delays, construction, repairs, and/or replacement.

6. The City shall provide to District, at the City's sole cost and expense, final record drawings for the Water Facilities in 300 DPI Adobe Portable Document Format.

7. Within sixty (60) days after the City's final payment to the Contractor, the City shall return to the District any funds advanced by the District for the Water Facilities which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the Water Facilities, including but not limited to claims or actions arising out of and/or related to construction.

ARTICLE IV - IT IS MUTUALLY AGREED:

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

2. The term of this Agreement shall be from the Effective Date until completion of construction of the Project (when the City has issued notice of final completion of the City Project), and the City Project including the Water Facilities have been closed out and City has received all payments from the District, unless this Agreement is terminated as provided herein.

3. The Parties shall exercise any rights that either Party may have against any utility company or other Party to require relocation of their utility facilities to facilitate construction of the City Project including the Water Facilities

4. The Water Facilities installed under this Agreement shall be and remain the exclusive property of the District, and shall become a part of the District's general water distribution system after acceptance by the District. After the District's acceptance, the District shall be responsible for the maintenance of the said Water Facilities.

5. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the Party to be notified at the address for such Party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either Party hereto may change its address by giving fourteen (14) calendar days advance notice to the other Party as provided herein. Phone, e-mail and fax numbers, if listed, are for information only.

To District: Las Vegas Valley Water District
ATTN: Michael A. Dishari, P.E., Director of Infrastructure Management
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 258-3186
Email: michael.dishari@lvvwd.com

with copy to: Las Vegas Valley Water District
ATTN: Nass Diallo
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 259-8173
Email: nass.diallo@lvvwd.com

with copy to: Las Vegas Valley Water District
ATTN: General Counsel
1001 South Valley View Boulevard, MS 475
Las Vegas, Nevada 89153
Email: generalcounsel@lvvwd.com

To City: City of Las Vegas
ATTN: Mike Janssen, P.E., Director of Public Works
333 North Rancho Drive, Floor 9
Las Vegas, Nevada 89106
Telephone: (702) 229-6276

with copy to: City of Las Vegas
ATTN: Lyle Wilcox, P.E.
333 North Rancho Drive, Floor 9
Las Vegas, Nevada 89106
Telephone: (702) 229-6574
Email: lwilcox@lasvegasnevada.gov

6. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

7. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party.

8. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

9. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. The City may at any time terminate this Agreement upon the giving of ten (10) calendar days written notice to the District if the City solely determines that (a) the Water Facilities plans are insufficient or (b) the District has not obtained all necessary property rights for the Water Facilities or (c) the District has not caused the utilities to be timely relocated or (d) the District fails to timely provide the monies required herein or (e) the District in any way breaches this Agreement. Prior to terminating this Agreement, the City shall provide a written notice of said default and provide the District a minimum thirty (30) calendar day cure period. The District agrees to pay all documented costs and expenses associated with, arising out of, or related to the termination of this Agreement pursuant to this Section.

The City may also terminate this Agreement upon receipt of thirty (30) days written notice to the District if the City in its sole determination determines that there are not sufficient funds to continue with the construction of the Water Facilities or the Las Vegas City Council determines that the City Project is not in the best interest of the City.

Upon any termination by the City, the City shall return to the District within thirty (30) calendar days after termination any funds which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the Water Facilities, including but not limited to claims or actions arising out of and/or related to construction.

11. The Parties do not waive and intend to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages.

12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

15. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement and consistent with the provisions of Nevada Revised Statues Chapter 339 and the State of Nevada, Executive Department's Executive Order 2020-01.

16. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. 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.

18. The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.

19. Notwithstanding any other provisions of this Agreement, the City is not obligated to construct the Water Facilities if the City elects not to construct the City Project, or any portion of the City Project, then the City is not obligated to construct the Water Facilities.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by their respective duly authorized representatives as of the day and year last entered below.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LuAnn D. Holmes, City Clerk Date

APPROVED AS TO FORM:

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

LAS VEGAS VALLEY WATER DISTRICT

Marilyn Kirkpatrick, President Date
Board of Directors

APPROVED AS TO FORM:

for 3/2/2021
Gregory J. Walch Date
General Counsel

EXHIBIT A

CITY PROJECT AREA - AERIAL

CLV Pinto Lane Streetscape Improvements Phase II



EXHIBIT B
WATER FACILITIES
CLV Pinto Lane Streetscape Improvements Phase II
LVVWD Project 138968

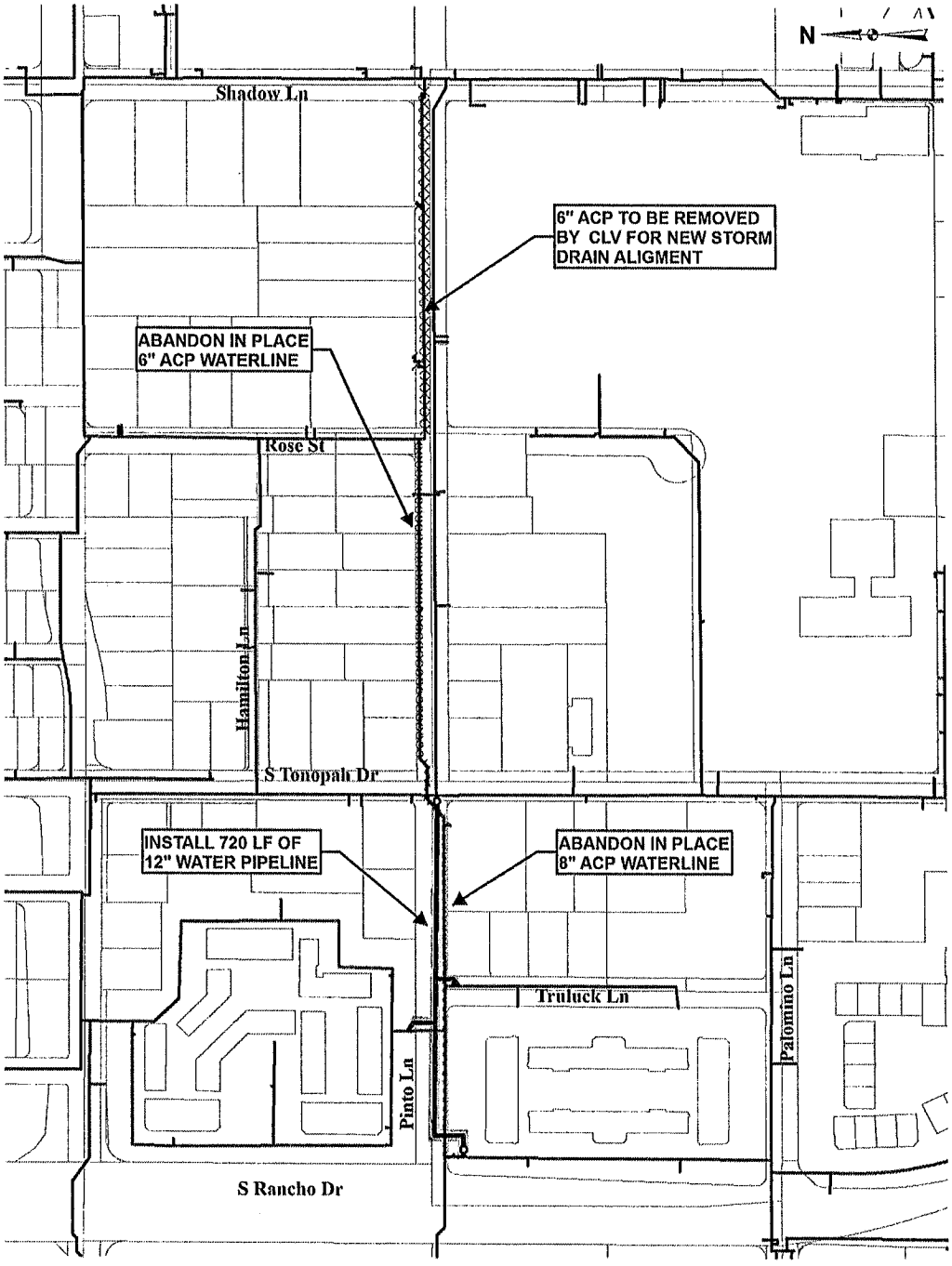


EXHIBIT C

SUMMARY OF
ESTIMATED WATER FACILITIES COSTS
CLV Pinto Lane Streetscape Improvements Phase II
LVVWD Project 138968

COST OF CONSTRUCTION:

Estimated Water Facilities Construction Cost	$436,772
Construction Management of Water Facilities *(Five Percent of Estimated Water Facilities Construction Cost)*	$21,839
Cost of Construction Subtotal:	$458,610

COST OF CONTINGENCY:

Water Facilities Contingency *(Ten Percent of Estimated Water Facilities Construction Cost)*	$43,677
Construction Management Contingency *(Five Percent of Water Facilities Contingency)*	$2,184
Cost of Contingency Subtotal:	$45,861

TOTAL AMOUNT: $504,471

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 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 two-year collective bargaining agreement between the Las Vegas Police Protective Association (LVPPA) and the City of Las Vegas ($379,339 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $379,339
Funding Source: General Fund
Dept./Division: Department of Public Safety

PURPOSE/BACKGROUND:
Senior City Management and LVPPA leadership have reached a tentative agreement on a two-year collective bargaining agreement. In accordance with NRS288.153, the agreement is being brought forward for Council consideration and approval. The new agreement will be in effect from July 1, 2020 to June 30, 2022. The total cost of the two-year agreement is $379,339.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. LVPPA Contract 2020-2022 Revised (redlined)
2. LVPPA Contract 2020-2022 Final
3. LVPPA Cost Estimate
4. Submitted at Meeting - PowerPoint Presentation Submitted by Staff

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS, NEVADA
Department of Public Safety

&

LAS VEGAS POLICE PROTECTIVE ASSOCIATION, METRO INC.

Department of Public Safety

Marshals and Municipal Court Marshals

COMMISSIONED OFFICERS UNIT

July 01, 2020 – June 30, **2022**

TABLE OF CONTENTS

ARTICLE	PAGE #
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – DEFINITIONS	3
ARTICLE 3 – NO STRIKES	7
ARTICLE 4 – CHECK OFF	7
ARTICLE 5 – EMPLOYEE RIGHTS & ASSOCIATION BUSINESS LEAVE	8
ARTICLE 6 – CITY MANAGEMENT RIGHTS	9
ARTICLE 7 – BULLETIN BOARDS	10
ARTICLE 8 – HOLIDAYS	10
ARTICLE 9 – ANNUAL LEAVE	11
ARTICLE 10 – SICK LEAVE	13
ARTICLE 11 – HOURS	16
ARTICLE 12 – RETIREMENT	18
ARTICLE 13 – DISABILITY	18
ARTICLE 14 – GRIEVANCE PROCEDURE	19
ARTICLE 15 – MEDICAL BENEFITS / RETIREMENT BENEFITS	24
ARTICLE 16 – REDUCTIONS IN FORCE / FURLOUGHS	25
ARTICLE 17 – WAGES	27
ARTICLE 18 – UNIFORMS, UNIFORM MAINTENANCE, EQUIPMENT & MAINTENANCE	30
ARTICLE 19 – LEAVE WITHOUT PAY AND SPECIAL LEAVE	30
ARTICLE 20 – SENIORITY	35
ARTICLE 21 – LABOR MANAGEMENT MEETINGS	36
ARTICLE 22 – SAFETY AND HEALTH	37
ARTICLE 23 – RESERVE OFFICER PROGRAM	37
ARTICLE 24 – WAIVER	37
ARTICLE 25 – SAVINGS CLAUSE	38
ARTICLE 26 – PROMOTIONS	38
ARTICLE 27 – DURATION	40
ATTACHMENT A – TIER 1 WAGES	41
ATTACHMENT B – TIER 2 WAGES	42

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	1	

ARTICLE 1 – RECOGNITION

(A) The City of Las Vegas (hereinafter called the "City") recognizes the Las Vegas Police Protective Association Metro, Inc., City Commissioned Municipal Court Marshals and Deputy City Marshals Units, (hereinafter called the "Association") as the exclusive bargaining agent for the classifications listed below:

- Municipal Court Marshal
- Municipal Court Marshal Sergeant
- Deputy City Marshal
- Deputy City Marshal Sergeant

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	2	

ARTICLE 2 – DEFINITIONS

(A) 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 used herein which are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

(B) 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.

(C) 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.

(D) Most of the following definitions of 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 Diseases 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.

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, any deputies and 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 program.

Alternate Work Schedules (AWS): Shift hours that would normally be permanent in nature and irregular to that of an eight (8) hour/five (5) days per week work schedule or ten (10) hours/four (4) days per week work schedule.

Arbitrator: An impartial third party chosen in accordance with the provisions of this Agreement.

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.

Call-Out: When an employee returns 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.

Classification 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.

Confidential Employee: An employee who is privy to decisions of management affecting employee relations, including all employees of the Human Resources Department or its equivalent.

Counseling: The process of bringing rule violations and performance problems to the attention of an employee; instructing the employee on how to correct the problem; and informing the employee that further rule violation and/or performance problems will result in disciplinary action.

Demotion: Movement of an employee from one classification to a different classification, which is on a lower salary grade than the original classification.

Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy. Emergency annual leave may not be used in lieu of an employee's accrued sick leave.

Field Training Officer: An employee who is officially assigned the task of training an employee or employees.

Grade: A term used to designate a salary range to which one or more classifications may be allocated.

Holiday: A day set aside for the special observance of a memorable event or occasion.

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.

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.

Negotiations: The process of collective bargaining between the City and the Association in determining the relationship between the parties.

Normal Work Day: The hours normally required for an employee to work any one-day or one shift.

Overtime: Time that an employee works in addition to the employee's normal daily or weekly 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 to the classified ranks has not been confirmed. Probationary employees are subject to different procedures, regulations and conditions of employment from regular employees. Those procedures, regulations, and conditions are set forth in the Civil Service Rules. The probationary period for all new Deputy City Marshal and Municipal Court Marshal employees will begin at the date of hire and will last for a total of twenty-four (24) months.

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.

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.

Reassignment: The movement of an employee or a position from one work unit to another within the same department, with no change of classification.

Reclassification: The movement of an employee from one classification to another classification.

Regular Employee: One who has successfully completed his/her probationary period and whose appointment has been confirmed in a permanent classified position.

Salary Range: The minimum and maximum base salaries which may be paid to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

Salary Schedule: The step, grade, and range structure for allocation of classifications as established by the City of Las Vegas.

Salary Step: An increment within a salary grade, which designates a specific pay rate.

Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of active 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 accommodate any periods of leave without pay in excess of thirty (30) calendar days.

Shift: The hours that an employee is normally scheduled to work on any normal workday.

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

Temporary Employee: Persons hired for a term not to exceed 2,080 hours. Temporary employees can be appointive, full-time or part-time.

Termination: The separation of an employee from employment with the City of Las Vegas for disciplinary reasons.

Trainee: An employee hired in an entry-level position that 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 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.

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.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	3	

ARTICLE 3 - NO STRIKES

(A) 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.

(B) 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 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.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	4	

ARTICLE 4 - CHECK OFF

(A) 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 the employee should designate as Association dues and is so certified by the Treasurer for the Association.

(B) Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1st, except that authorizations may be withdrawn by an employee during a period of twenty (20) days each year ending October 20th by the employee giving notice to the City and the Association or upon termination of employment.

(C) The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	5	

ARTICLE 5 - EMPLOYEE RIGHTS AND ASSOCIATION BUSINESS LEAVE

(A) The City agrees to provide leave to certain employees covered by this bargaining agreement, who have been designated to act for the Association, for the purpose of performing duties or providing services for the Association. The Association agrees to reimburse the City the cost of such leave, which the parties have agreed will be done at the rate of $62.50 per hour.

Any time to be spent by employees in performing duties or providing services for the Association shall be approved in advance by the Association, when practical, and subject to the notice requirements to the City as set forth below. For any time spent by an employee that is not approved by the Association, the City may deduct such time from the employees accrued annual leave. If sufficient accrued annual leave is not available, then the City may deduct such time for any accrued TILO. If sufficient accrued annual leave and TILO are not available, then the City may charge the time as leave without pay.

The City will provide a monthly invoice to the association for reimbursed time under this provision. The parties agree to meet and confer over any issues concerning payment, including but not limited to reconciliation or disputes, as well as any forms that may be used in the process.

In general the parties contemplate that the performing of duties or providing services for the association will include, but is not limited to; representing employees in disciplinary matters; grievance adjustment; and collective bargaining, as set forth below.

The parties recognize and agree that the above provisions for reimbursement of leave time spent in performing duties or providing services for an employee organization were negotiated with an intent of complying with the provisions of SB 241, passed by the Nevada Legislature in June of 2015. Any reimbursement provided by this section will only apply to time spent in performing duties or providing services occurring after the effective ratification, approval and execution of this agreement. It is also recognized that by entering into this agreement the Association is not waiving any rights to attempt to challenge the validity of SB 241. Should that law be deemed invalid, the savings clause of this agreement will apply, and the parties will meet to determine what if any bargaining will be required over the impact of any decision.

(B) Members of the Association Negotiating Committee shall be granted leave from duty with full pay, 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 employee's agreement, employees may be assigned to different shifts because of participation in the negotiations.

(C) Designated representatives of the Association may be granted leave from duty with full pay, as approved by the Department Director or designee, for the purpose of processing grievances, attending meetings with management regarding grievances, labor management meetings, Association training sessions, Association meetings and functions, and Association business when such events take place at the time during which such members are scheduled to be on duty. The Association shall notify the City, in writing, of the names of these representatives. 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.

(D). All the rights guaranteed under the Constitution of the United States of America, the Constitution of the state of Nevada and the Nevada Revised Statutes, specifically N.R.S. 289 Peace Officers Bill of Rights are applicable to the employees covered by this Agreement.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	6	

ARTICLE 6 - CITY MANAGEMENT RIGHTS

The City and the Association agree that the management officials of the City possess the sole right to operate the City and that all management rights remain with the officials. Those subject matters which are not within the scope of mandatory bargaining, and which are reserved to the city without negotiations, include: These rights include, but are not limited to, the subject matters which are not within the scope of mandatory bargaining, and which are reserved to the City without negotiations, including:

1. The right to hire, direct, assign or transfer employees, 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 16-Reductions in Force, of this contract.

3. The right to determine:
Appropriate staffing levels and work performance standards, except for safety considerations.
The content of the workday, including, without limitation, work load factors, except for safety considerations.
The quality and quantity of services to be offered the public,
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 such as riot, military action, natural disaster, or civil disorder. 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.

5. The City shall have such other exclusive rights that may be determined by NRS 288.150.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	7	

ARTICLE 7 - BULLETIN BOARDS

(A) It is the privilege of the Association to use the provided space on the bulletin boards City of Las Vegas intranet / e-mail system for the posting or sending of notices concerning Association business. A copy of all material to be posted will be sent to the Director of Human Resources and/or a designated representative when posted or sent. The City will consult with the Association on the placement of said bulletin boards located within the departments covered by this Agreement.

(B) Space for meetings shall be provided for the Association when reasonable during the length of this Agreement.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	8	

ARTICLE 8 – HOLIDAYS

(A) The City and the Association agree that the paid holidays shall be:

New Year's Day	Nevada Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

(B) Additionally, 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 closing its operations to observe the holiday under State Law.

(C) If any of the above holidays fall on Sunday, the following Monday shall be considered as the paid holiday. If any of the above holidays fall on Saturday, the preceding workday shall be considered as the paid holiday, except those persons whose regularly scheduled workdays fall on a Saturday or Sunday.

(D) All full-time employees who are employed on a 40-hour work week, shall be entitled to time off on such paid holidays.

(E) Employees who are scheduled to work on a paid holiday and who are relieved of duty after reporting for duty on the holiday, shall be paid for all hours worked in addition to receiving holiday pay at a straight time rate for the entire shift.

(F) Employees who work on a paid holiday will receive overtime compensation on a time and one-half basis for those hours worked in addition to their regular full pay. Employees whose regularly scheduled day off falls on a paid holiday shall receive compensation at their regular straight time pay for such holiday(s). The employee will be credited with annual leave equal to the average daily hours the employee works, excluding overtime, in a normal bi-weekly period at the beginning of the pay period. [Example: An employee who works eight (8) hours or ten (10) hour days in a bi-weekly period will receive ten (10) hours of annual leave.] 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.

(G) Hours worked when a paid holiday falls on a normal workday will be reported as PERS eligible compensation in compliance with current PERS directives. Conversely, hours worked on a holiday that is not their regular workday will not be reported as PERS eligible

compensation. This subsection is subject to future changes in PERS directives, and nothing in this agreement can conflict with PERS statutes, regulations, or directives.

(H) In order to receive holiday pay, the employee must be in paid status for the entire work shift preceding and following the paid holiday.

TA'd: _____ LVPPA

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DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	9	

ARTICLE 9 - ANNUAL LEAVE

(A) The City and the Association agree that annual leave is provided to employees for the purpose 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.

(B) 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 entry on duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

- Three and eight hundredths (3.08) hours bi-weekly for the first 12 months.
- Four and sixty-two hundredths (4.62) hours bi-weekly for the 13 through 120 months.
- Six and ninety-three hundredths (6.93) hours bi-weekly for the 121 through 180 months.
- Seven and sixty-nine hundredths (7.69) hours bi-weekly for each month thereafter.

Part-time employees working on a regular appointment are eligible for annual leave on a prorated basis in accordance with these rules. Employees who are in a non-pay status for part of a pay period shall have their annual leave accumulation reduced on a prorated basis.

(C) Annual leave may be accumulated up to a maximum of two times their annual accrual for those commissioned by the City prior to June 26, 2013. Employees noncommissioned as of June 26, 2013 or hired on or after June 26, 2013, will accrue a maximum of 250 hours. During the calendar year, any annual leave which 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.

(D) Employees who have successfully completed the probationary period and are subsequently separated from the City's employment are entitled to payment for unused annual leave not previously forfeited.

(E) Application for annual leave must be approved in advance of taking leave and shall be scheduled annually on a seniority basis. The Departmental vacation scheduling procedures shall be developed by the Department Head through discussions with the employees. Unresolved conflicts shall be referred to the Labor/Management Committee.

(F) Upon approval by the City Manager or Court Administrator, an employee may be advanced annual leave.

(G) 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 the employee by the City or by cash refund.

(H) Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

(I) 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. Employees who have been employed by the City for fifteen (15) or more years may elect to exchange up to one hundred (100) hours. Exchanges are 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 a cumulative leave balance of at least forty (40) hours after the sellback.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	02/04/2021	1	10	

ARTICLE 10 - SICK LEAVE

(A) 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 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.

(B) Sick leave with pay may be used by employees who are:
1. Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or
2. Required to absent themselves from work to attend the funeral of a member of their immediate family, as defined in Section C below. Sick leave with pay may be granted up to a maximum of five (5) working days per occurrence in such cases and shall not be counted as a sick leave incident. In extraordinary circumstances, additional leave for bereavement may be granted by the Department Head; or
3. Required to absent themselves from work to personally care for a member of their immediate family as defined in Section C below. To be granted sick leave with pay in such cases requires substantiation of a medical emergency on the leave slip and approval of the Department Head. Such leave is limited to a maximum of forty (40) working hours per year and shall not be counted as a sick leave incident; or
4. Required to take time off from work for the purpose of keeping a personal medical or dental appointment. Such leave shall be limited to a maximum of ~~four (4)~~ **ten (10)** hours for any one (1) appointment. A request for additional time must be approved by the designated supervisor.
5. No employees shall be entitled to sick leave while absent from duty because of a disability arising from a sickness or injury purposely self-inflicted or caused by willful misconduct.

(C) Immediate Family
As used in Section (B) only, immediate family shall be defined as the current spouse, parent, brother, sister, child, grandchild, grandparent, current mother/father-in-law, current sister/brother-in-law, current son/daughter-in-law or current significant other. For the purpose of this section only, significant other shall be interpreted to apply when it involves a person the employee lives with that they consider a mate.

(D) Any time off for funeral attendance in addition to the five (5) working days, referenced in Section (B)(2) and any time off for the personal care of a member of the immediate family which has not been authorized by the Department Head as above provided, may be charged to annual leave, if available.

(E) Sick leave must be approved by the Department Head except that he/she may delegate that authority to any official(s) deemed appropriate. Employees who do not become ill on the job shall call in as required by the work rules before the beginning of their shift when using sick leave. An employee incapacitated beyond the period covered by sick leave may be granted 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.

(F) 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 legitimate use of sick leave as outlined above.
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 certificate shall be signed by a physician 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 if there is reason to believe that an employee is abusing sick leave.
3. Abuse or Excessive Use: Utilization of sick leave for purposes other than those defined in this Agreement shall be considered evidence of abuse. Supervisors may discipline employees when evidence of abuse exists and for excessive use of sick leave. Discipline will not be applied for legitimate extended illness or injury. "Extended illness or injury" shall be considered four or more consecutive scheduled working days.
Annotation: This section was changed in 1997 to allow the parties the flexibility to apply progressive discipline to employees that 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 ~~eight (8)~~ **ten (10)** or more sick leave days per year (excluding extended illness or injury) may be considered excessive. It was understood that ~~eight (8)~~ **ten (10)** days is not a specific standard, but merely a guideline for supervisors when assessing circumstances surrounding the absences of employees (ie: supervisors will look at historical attendance, patterns of use, etc.). Extended illness or injury, as defined above, may be considered in determining historical attendance or patterns of abuse for purposes of discipline under this Section. Each case will be handled on a case-by-case basis. Extensive use may not constitute abuse, though documentation and/or justification shall be imperative in either circumstance. Furthermore, comparison from individual to individual is not acceptable; each case is solely situational.

(G) Employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify the Department Head, or designee, of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave usage, or other such activity when an employee is on sick

leave during their regularly assigned shift hours is considered evidence of abuse of sick leave.

(H) For the purpose of **accruing and** calculating payment of sick leave hours, employees will have a cap of 840 hours, except those commissioned by the City after June 26, 2013 shall have a maximum accrual (hard cap) of ~~**420**~~ **600** hours. Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a maximum payment for 420 hours (or 210 hours for those commissioned by the City after June 26, 2013), upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: fifty percent (50%) of the employee's accumulated sick leave hours, up to a maximum accrual of 840 hours (or 420 hours for those commissioned by the City after June 26, 2013), and paid at the employee's hourly rate including longevity at the time of separation. Employees who separate from employment after completion of (20) twenty years of continuous service shall receive compensation for 100% of all accrued hours up to the 840 hour cap (or 420 hours for those commissioned by the City after June 26, 2013.)

(I) On the first payday of December of each year, and upon separation from the City of Las Vegas, the City shall compensate employees for all of their accrued hours above the 840 hour maximum accrual limit, except those commissioned by the City after June 26, 2013 shall have a maximum accrual (hard cap) of 420 hours. The compensation rate will be as follows:

Employees with less than (20) twenty years of continuous service with the City of Las Vegas will receive payment for all sick leave hours accrued above their 840 hour accrual cap at 50% of their current hourly rate of pay.

1. Employees with more than (20) twenty years of continuous service with the City of Las Vegas will receive payment for all sick leave hours accrued above their 840 hour accrual cap (or 420 hours for those commissioned by the City after June 26, 2013) at 100% of their current hourly rate of pay.

2. Employees who have taken no more than the sick leave usage specified below during a fiscal year period (7/1 – 6/30) listed below, for purposes other than bereavement and Workers Comp Leave, shall receive the following bonus. Use of FMLA counts as absence time and will be a disqualifier for attendance bonus contest purposes.

0.0 hours – ~~10~~ **30** hours $1,500.00

START DATE	END DATE
7/1/**20**	6/30/**22**

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	02/01/2021	1	11	

ARTICLE 11 – HOURS

(A) The City and the Association agree that the normal paid bi-weekly hours shall be eighty (80), including a meal period. The City will make every reasonable effort to provide meal and break periods to all employees of the bargaining unit.

(B) All personnel who work more than their normally scheduled work hours on a daily or weekly basis shall be paid overtime on a time and one-half (1 1/2) hourly rated basis based on their hourly rate of pay including longevity, if applicable.

(C) In emergency situations requiring immediate attention where the Department Head, or designated representative, feels that it is necessary to call out one or more members of a department, an employee shall be paid overtime pay on a time and one-half (1 1/2) rated basis. Said employee shall be paid for a minimum of four (4) hours regardless of having worked less than four (4) hours. However, in the event that the period of call-outs extends into the employee's normal working shift, such employee shall be paid only for the time actually worked in addition to his normal working shift. If the period of call-out exceeds four (4) hours, the employee shall be paid for the amount of time actually worked.

(D) If an employee is required to return to duty after completing a normal shift or he is required to report to work on a day in which a normal shift is not scheduled, or is required to report for work related court testimony, the employee shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater, on a time and one-half (1 1/2) rated basis.

(E) An employee who works less than four (4) hours on the initial call-out and is then called out a second time during the initial four (4) hour 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 shall be paid for the aggregate time so worked. In the event an employee is called out for a second time after the expiration of four (4) hours from the first call-out, he shall be paid for a minimum of four (4) hours for each call-out except as provided in the previous paragraph.

(F) A shift shall be defined as the employee's normal workday. The workweek shall consist of 4 consecutive 10-hour shifts for members in a Uniform Function.

(G) If an Alternate Work Schedule (AWS) is requested by a majority of the employee(s) affected in a department or work unit, the Association and the City shall within fourteen (14) days to discuss the method of establishing an Alternate Work Schedule for the requesting department or work unit. If a mutually acceptable AWS plan can be established for the department or work unit, it shall be put into effect for a trial period of six (6) months within sixty (60) calendar days of agreement upon the AWS schedule. In any AWS program established, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.
Annotation: The intent of this language is to allow groups flexibility with regard to shift hours with the Departments consent. Keeping firmly in mind the intent of the language in section F with the intent to maintain a four shift (4) workweek or less as in the case of a twelve (12) hour shift schedule.

(H) Time In Lieu Of (TILO)
1. 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.
2. To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (11/2) rate for payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.

3. To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence. Such absences will normally be scheduled only when the workload will allow the employee to be absent. This means that employees may be denied the use of TILO time, whenever, in the supervisor's judgment, it is felt that to allow the employee to use such time will place a hardship on the City or other employees.

4. 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 on the paycheck stubs in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO time hours within a pay period, such record may not show on the paycheck stub.

5. No employee may have an accumulated balance of TILO time exceeding three hundred (300) hours at the end of any pay period. Employees may not have a deficit TILO time balance.

6. Whenever an employee separates from City employment, any unused TILO will be paid at a straight time rate including longevity.

7. Employees who have been employed in the classified service for a minimum of eighteen (18) months may elect to exchange up to sixty (60) hours of TILO for up to sixty (60) hours pay, subject to the following conditions:

1. **Exchange of TILO shall only be done at the first payday of each December unless otherwise authorized by the City Manager.**

2. **Exchange privileges apply only to TILO.**

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	12	

ARTICLE 12 – 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.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	13	

ARTICLE 13 – DISABILITY

(A) 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.

(B) Should an employee suffer a service-incurred 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 during the first calendar month. In addition to the foregoing, in the case of a significant injury the City may continue this maintenance of income at full or partial pay for a period of up to one (1) year after the initial two hundred forty (240) hours.

(C) 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.

(D) The City and the Association agree that in all cases where employees are injured or made ill in the course of their employment, and remain working in a limited or restricted duty capacity, they shall be allowed to receive all treatment, therapy, examinations, and evaluations during compensated work hours. Those who are temporarily incapacitated from work and are scheduled to receive medical treatment will not be compensated beyond the payment amounts specified in (B) above.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	14	

ARTICLE 14-GRIEVANCE PROCEDURE

(A) Purpose. The purpose of the following provision is to set forth, simply and clearly, the methods and procedures for the various types of disciplinary disputes that may arise between the parties hereto.

(B) Discovery. When the Association becomes involved in a potential dispute and needs information to determine whether or not a grievance should be filed, a request for discovery shall be made. The Association representative and a representative from the Department Director (or his designee) will discuss what discovery is necessary and such information will be made available within 14 working days (Monday-Thursday, excluding holidays.
In the event a dispute arises as to what materials are discoverable, the Association may bring the dispute to the City Manager or their designee.
All materials provided the Association during this discovery procedure shall at all times remain confidential and not be shared with other parties unless such material is clearly a matter of public record.

(C) Definition for Discipline. A disciplinary grievance shall be defined as a dispute regarding the application of a disciplinary action. For the purpose of this procedure, a written reprimand or greater is considered discipline. Definition for

Non-Discipline. A non-disciplinary grievance shall be defined as a dispute regarding the application or interpretation of an expressed provision of this Agreement, departmental rules and regulations or City policy and procedures that violate a provision of this Agreement or are applied in an unfair or inconsistent manner. A grievant may file a grievance with Human Resources within 30 calendar days of the knowledge of the grievance and shall specify the Collective Bargaining Agreement and/or rule, regulation, policy or procedure alleged to be violated. A meeting will be scheduled with the Department Director and the employee within 15 calendar days of receiving the grievance. If the grievance is not resolved in this meeting, the Department Director will respond in writing within 15 calendar days of the meeting. If the employee or Association wishes to pursue the matter further, they may make a request for arbitration within 30 calendar days of the written response. A grievant may have two representatives of his/her choice at any or all steps.

(D) Appeal Steps for discipline (Except for Termination)

Step 1. The grievant shall reduce the grievance to writing and submit the grievance to Human Resources within 15 working days of when the grievant received the discipline. A meeting will be held with the grievant and his/her representative, and an individual of a higher level of supervision over the person who issued the discipline within 15 working days of when the grievance was submitted to Human Resources. The Department will respond to the grievance within 15 working days of the meeting.
Step 2. If the matter cannot be resolved at Step 1, the grievant may submit the grievance to the Chief or Court Administrator within 15 working days of receipt of the grievance response from the Department for resolution. The Chief or Court Administrator along with a representative from Human Resources shall meet with the grievant no later than fifteen (15) calendar days after submitting the grievance to this level. The Chief or Court Administrator shall answer the grievance in writing within fifteen (15) working days of the meeting. This is the final step for a Written Reprimand.
Additional Grievance Steps for Suspensions: After completion of Step 2 and the employee is still not satisfied, the employee or the Association shall submit the grievance within 15 calendar days to the City Manager or designee for resolution. The employee or the Association may request a meeting with the City Manager or designee. If a meeting is requested, the City Manager or designee shall meet with the grievant and his/her representative to discuss the grievance within 15 working days of receipt of the meeting request. If no meeting is requested, the City Manager or designee has 15 calendar days to respond in writing to the grievance. If a meeting is requested, the City Manager or designee has 15 days from the meeting to respond in writing. This the final step for a suspension of 80 hours or less.
For discipline greater than 80 hours and termination – if the employee is still not satisfied after the above step, the employee or Association may request the matter be submitted to arbitration. The matter shall be submitted to Arbitration by serving the Director of Human Resources with a Request for Arbitration. This must be done within 30 calendar days of receipt of the above response from the City Manager or designee. Arbitration will be established by utilizing AAA or FMCS, and obtaining a list of seven (7) potential arbitrators. The Association will have the right to strike one name first from the list, then the City Attorney's office and continuing back and forth until only one name remains. The parties will contact the selected arbitrator to schedule a hearing within 90 days.

(E) Resolution. Reduction in Discipline - At any level of review, if the decision is to reduce the discipline and the grievant accepts the decision, the reviewer that reduced the discipline will have the Adjudication of Complaint rewritten. The new Adjudication of Complaint will show the new level of discipline in the appropriate place on the form. All original dates will be utilized on the rewritten adjudication.
Exoneration of Discipline - At any level of review, if the decision is to remove all discipline, but not the sustained complaint, the reviewer that removed the discipline will have the Adjudication of Complaint rewritten. The new Adjudication of Complaint will show a disposition of "Sustained," however, in the discipline box, "none" will be noted and in parentheses after the word "none," will be the name and position of whoever removed the discipline.

The exoneration of discipline and the sustained complaint can be authorized at any step of the Grievance Procedure. The arbitrator may also exonerate the discipline and the sustained complaint if the grievance has been appealed to their level. If the discipline and sustained complaint are reversed in favor of the employee, the Personnel/Human Resources file and the employee's Departmental personnel file will be purged of all references to the investigation. Additionally, the IAB file will be supplemented to show the findings.

(F) Time Limits - In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the 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.
Employee/Association - Failure on the part of the appellant to file or process the appeal to the next step within the time limits established in the preceding paragraphs presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. However, in the event an employee is unavailable during the response period, the employee may authorize, in writing, the Association to respond on the employee's behalf.
Department - Failure on the part of the Department's representatives/City Manager's representatives to answer the appeal in the time limits established in the preceding paragraphs enables the employee or Association to move the grievance to the next step. Time limits specified in this appeal procedure may only be extended by written agreement of both parties.
If an appeal is not filed or processed with the time limits set forth above, it will be deemed withdrawn with prejudice, unless the time limitations established are waived or mutually extended by the parties.

(G) Disciplinary Action Defined.
1. Oral Warning - This step puts an employee on notice that the employee's behavior or performance is not acceptable and that further unacceptable behavior or performance may result in disciplinary action. The interview should be documented in writing with the employee being given the opportunity to make comments. This documentation will be maintained by the employee's supervisor and employee only. Oral warnings will be valid for a six (6) month period.
2. Written Reprimand - This level of discipline is documented on an Employee Interview form and placed in the employee's personnel file. The employee will be given a copy of the Employee Interview form at the time of the interview and may prepare a response to the allegations contained therein.
3. Suspension - Suspension may be used after a written reprimand has not corrected the unacceptable performance or behavior or rule violations, or the violation requires more severe disciplinary action. Documentation is done on an Employee Interview form. Suspension without pay may only be imposed after the City has formally sustained a

charge against the employee. This provision does not apply to a situation where criminal charges are pending against the employee.
4. Other disciplinary actions - The employee may be subject to more serious discipline, as listed below, if the unacceptable performance, behavior, or rule violation continues, or if the employee's actions require more severe discipline action.
Reduction in Classification
Reduction in Salary Step
5. Termination-Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is of a severe enough nature so as to warrant immediate separation from employment.

(H) Purging Files and Records
1. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's Human Resources/Departmental/IAB personnel file upon written request of the employee after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of a similar nature shall extend the period of retention of the original offense for twelve (12) months.
2. Records of disciplinary actions resulting in a suspension of eighty (80) or less, or an equivalent loss of pay will be removed from an employee's Human Resources/Departmental/IAB personnel file upon written request of the employee after a period of thirty (30) months has elapsed. Any subsequent disciplinary action of a similar nature shall extend the period of retention of the original disciplinary action for twelve (12) months.
3. 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 Human Resource/ Departmental/IAB personnel file.
4. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.
5. Retention time discussed above shall begin on the date of the notice of investigation (specificity of charges) is presented to the employee.

(I) Documentation. A copy of all appeals shall be forwarded to the Association and the City Managers Office immediately upon filing with the Department.

(J) Just Cause. The City will only discipline employees for Just Cause.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	15	

ARTICLE 15 - MEDICAL BENEFITS/RETIREMENT BENEFITS

(A) The City and the Association agree that the City will pay for the cost of the premium equivalent or fully insured monthly premium for hospitalization and health insurance and the cost of the monthly premium for dental, vision, long term disability and term life insurance for each individual employee covered by the provisions of this contract as approved by the Las Vegas City Council.
The City also agrees to pay the costs equal to fifty percent (50%) of the premium equivalent or fully insured monthly premium for the hospitalization and health insurance coverage for dependents.

(B) All communications concerning employee insurance by the City shall be directed to the Executive Director of the Association or their designee. The City shall address all communications concerning the City of Las Vegas Employees Self Insurance Plan, equivalent or fully insured plan to the Executive Director or Designee of the Association. The City agrees that it will provide the Association, upon request, copies of all written correspondence relating to the premiums charged in the last insurance year, the current insurance year, and he prospective insurance year between the City, the insurance providers and the administrator.

(C)The City agrees to deduct from the paycheck of each employee in the bargaining unit and the Association who has signed an authorized payroll deduction card such amount as the employee may designate as insurance coverage. All premium deductions will be submitted to the Self Insurance Plan, equivalent or fully insured plan within one (1) week of deduction.

The City shall establish the necessary accounts and accounting procedures to ensure that:
A record is kept, by pay period, of the number of employees eligible for insurance coverage and the amount of funds paid by the City on their behalf.
A record is kept, by pay period, of the employees' contributions collected and deposited on their behalf.
All disbursements of funds from the insurance payment account shall be for the appropriate payment of insurance premiums, claims, or other legitimate expenses of the group hospitalization, health, vision, dental, life insurance and any other insurance programs provided.

(D) In the event the Association joins a Retirement Medical Trust Fund, the City will make the requested payroll deduction for authorized enrollees.

(E) Effective January 1, 2016, the City agrees to provide Deferred Compensation Match with will be available to bargaining unit members in the amount of up to two thousand dollars ($2000) annually. Employees vest in the match after five (5) years of eligible service with the City of Las Vegas.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	16	

ARTICLE 16 - REDUCTIONS IN FORCE/FURLOUGHS

(A) The City and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this Agreement 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.
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 employees
    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 ~~Detention and Enforcement~~ **Department of Public Safety** personnel who are affected by a reduction in force shall have the right to elect a reduction in classification only to a lower classification specifically within the ranks of their then present Deputy City Marshal hierarchy (~~Detention~~ **Corrections** is specifically excluded).

All Municipal Court personnel who are affected by a reduction in force shall have the right to elect a reduction in classification only to a lower classification specifically within the ranks of their present Municipal Court Marshal hierarchy at Municipal Court.

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. Employees separated by a reduction in force shall be given a minimum of eighteen (18) weeks' notice and a minimum of three (3) months (12 weeks) pay.

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 thirty-six (36) months. Employees accepting reassignment or a reduction in classification 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 the 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. If, in the reduction in force process, there is a probability that an employee being separated may be reinstated within a ninety (90) day period, the employee may be given leave without pay for a period of ninety (90) days. At the time of leave without pay, the employee may elect to exhaust accumulated annual leave, be paid in a lump sum payment, or have it retained for credit for the ninety (90) day period. The employee may also elect not to be paid off for any sick leave during the ninety (90) day leave without pay. If the employee is not rehired at the end of the ninety (90) day period then all annual and sick leave must be paid off.

9. The City will maintain all existing management rights, including but not limited to the unilateral right to reduce in force or lay off any employee and/or the right to determine staffing levels, content of the work day, quality and quantity of services offered to the public and means and methods of offering those services to the public.

(A) 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.

(B) 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 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.

(C) Employees who are rehired from the City's reduction-in-force list must pass a complete background investigation and current entrance physical exam prior to being rehired.

(D) 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.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	02/04/2021	1	17	

ARTICLE 17 – WAGES

(A) The City and the Association agree that the salaries/wages paid the employees/eligible members in the various classifications shall be the salaries assigned to the salary ranges for each classification as shown in the attached salary schedules for the City of Las Vegas Commissioned Municipal Court Marshals and Deputy City Marshals Units Officers Salary Schedules, which is attached hereto and incorporated thereby as "Attachment A - Tier 1" for those hired prior to June 27, 2011 and "Attachment B - Tier 2" for those hired on or after June 27, 2011 of this Agreement.

- **Effective the first period following Council approval of this agreement, the PMB15 scale on the Tier 2 schedule will be eliminated. Current Sergeants who are on the PMB15 scale will be placed on the Tier 1 PMA15 scale, on the nearest step without losing any money. Future Sergeants will be placed on the PMA15 scale.**

- **Effective the first period following Council approval of this agreement, all employees covered by this agreement will receive a one-time lump sum payment of $1,325.00. The parties mutually understand and agree this one-time lump sum payment is not eligible for PERS contribution.**

- **Effective July 01, 2021, eligible employees in the Tier 1 schedule will receive a Cost of Living Adjustment (COLA) of 1.75%.**

- **Effective July 01, 2021, eligible employees in the Tier 2 schedule will receive a Cost of Living Adjustment (COLA) of 2.00%.**

- **Effective July 02, 2021, the Tier 2 PMB6 scale will be adjusted as follows:**

    - **Step 1 will be eliminated, Step 2 will become the new Step 1;**
    - **Two additional steps will be added to the top of the scale, while maintaining 4% for each step.**

    Employees who are on Step 1 as of July 2, 2021 will be moved to the new Step 1.

(B) Acting Pay-Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade 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 fifteen (15) calendar days require the written approval of the City Manager. Acting assignments may not exceed ninety (90) calendar days in length. Acting pay does not apply to Field Training Officer assignments. (SEE SECTION E BELOW)

(C) Shift Differential-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 regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5:00 AM or ends no later than 1900 hours. A regularly scheduled shift that exceeds these limits by twenty-five (25%) or more is entitled to shift differential pay computed at four percent (4%) of base pay plus longevity. Employees that work a shift where their hours of work fully encompass the hours of midnight to 05:00 am will receive an additional 2% differential. Eligibility for shift differential pay will be determined on a shift-by-shift basis.

(D) Longevity
1. The longevity pay for employees hired before January 1st, 2004 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.
2. The longevity pay for employees hired after January 1st, 2004 shall be paid on the following basis: upon completion of ten (10) 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-four (24) 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.
3. Employees noncommissioned as of June 26, 2013 or hired after June 26th, 2013 will not be eligible for longevity pay.

(E)Training Officer Pay – All Field Training Officers and Field Training Managers who are assigned a trainee by the department and performing assigned 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.

(F) POST Certification Incentive Pay-Any employee hired prior to August 9, 2006, who was a member of the bargaining unit on that date and who fulfills the requirements for Intermediate and Advanced POST Certification shall be placed on the salary grade listed below. Their salary step number will remain unchanged:
1. Intermediate – Deputy City Marshal and Municipal Court Marshal will be placed on grade PMA7. Deputy City Marshal Sergeant and Municipal Court Marshal Sergeant will be placed on grade PMA16.
Advanced–Deputy City Marshal and Municipal Court Marshal will be placed on grade PMA9. Deputy City Marshal Sergeant and Municipal Court Marshal Sergeant will be placed on grade PMA18.
Employees hired on or after August 9, 2006 will not be eligible for Intermediate and Advanced POST Certification incentive pay. ***(This language was modified in the 2015-2019 agreement to allow for POST Certification incentive pay for certain employees as specified in the next section. This language is retained in the contract for historical purposes.)***

Following Council approval of this agreement, Tier 1 (PMA) employees hired after August 9, 2006 **and before June 26, 2011** will be eligible for POST Certification Incentive Pay per the terms outlined above on the following basis: As each employee who is currently receiving/eligible for POST Incentive Pay separates employment with the City from this bargaining unit, a "slot" will open and enable the employee with the most bargaining unit seniority hired after August 9, 2006 **and before June 26, 2011** who would otherwise be eligible for POST Incentive Pay to be compensated for their levels of certification. Such slots will open separately by the Department of ~~**Detention & Enforcement**~~ **Public Safety** and the Department of Municipal Court. ~~**Tier 2 (PMB) employees**~~ **Employees hired on or after June 27, 2011** will not be eligible for POST Certification Incentive Pay under any circumstances.

(G) Stand-By Time - Stand-by time is defined as time that an employee is assigned, by management, 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: _____ LVPPA

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DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	18	

ARTICLE 18 - UNIFORMS, UNIFORM MAINTENANCE, EQUIPMENT AND THE MAINTENANCE THEREOF

The City and the Association agree that:

~~**(A)**~~ The City shall provide uniforms and other uniform accessories to all employees covered City this Agreement. Employees shall receive quarterly uniform maintenance stipends of $375.00, paid the first full pay period in September, December, March and June for the duration of this contract.

The City shall provide all guns, leather and other accessories, as it deems necessary on a first issue and replacement basis only.

Uniforms and equipment shall only be worn or used on official City business or as authorized by the City.

New hires shall be furnished appropriate uniforms and shall be paid a prorated share of the uniform allowance described in Section A above.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	19	

ARTICLE 19 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

(A) 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 up to a maximum of twelve (12) weeks. Employees are eligible for this leave within 12 months following 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 or use of maternity/paternity or adoption leave not expressly set forth herein may be awarded only upon written authorization of the City Manager via Department chain of command. Employees may use any accrued leave for childbearing/employee bonding purposes.

(B) Family and Medical Leave

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. A 12 month period starts on the first day leave is used, in accordance with this Section. 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 Public Law 103-3, Family & Medical Leave Act of 1993, apply to Sections A & B of this Article.

(C) Military Leave

When a non-temporary employee enters the Armed Forces of the United States whether voluntarily or involuntarily, the following shall apply:

1. The employee shall be granted military leave without pay for the duration of the employee's active service.
2. Any employees so granted military leave who are later honorably discharged or discharged as a result of disability from the Armed Forces shall be restored to their former classification or to a like classification. To qualify for such restoration, the employees must make application for reinstatement within ninety (90) calendar days of discharge. Such restoration is further dependent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.
3. Any employees so restored shall be granted accrued seniority, benefits, or other compensation in accordance with the applicable Federal law.
4. Persons who are employed to fill positions vacated as a result of the incumbent being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the incumbent is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to reassignment, transfer, reduction in grade, or termination upon reinstatement of the returning employee. Any such reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this Agreement and the City of Las Vegas Civil Service Rules.
5. Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty shall be granted military leave for a period not to exceed thirty (30) fifteen or what is required in NRS, whichever is greater in any one calendar year. Compensation during such leave shall be the normal gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty.
6. 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.

(D) Court Witness or Jury Duty Leave
Employees called for jury duty during working hours shall receive their regular City pay, but they must turn in to the City any fees received for such duty.
Employees shall also receive their regular pay if they are parties, witnesses or otherwise required to attend a court proceeding during working hours in connection with a case that arose out of their duties as City employees. As with jury duty, any fees received as a witness must be turned in to the City.
Employees who are absent from work because of jury duty or court appearances in the cases described above shall report back to work when excused by the court, if they are excused before their normal shift ends.

Employees are not entitled to their regular City pay if they are required to appear in court in either criminal proceedings as a defendant, or in civil proceedings that do not arise out of their duties as City employees.

(E) Leave without Pay

Leave without pay may be granted to employees for purposes normally covered by sick or annual leave when such leave has been exhausted, or for other justifiable reasons, including education at an accredited college, university or specialized vocational or trade school.

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. 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 must be approved by the employee's Department Director and the City Manager.

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 upon recommendation of the employee's Department Director and approval of the Director of Human Resources Department and the City Manager.

(F) 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 or transfer opportunities within 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 a promotional or transfer opportunity.

(G) Blood Donor 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 or special need. In no event shall an employee be eligible for overtime as a result of donating blood.

(H) Catastrophic Leave

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, then the eligible employee may file a request for donations of leave with the Association.

The request 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.

Evidence of the department director's approval of a leave of absence.

A committee appointed by the Association president will review the request to verify the employee's eligibility to receive leave donations.
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 a two-week period of time per each request and all donations will be submitted to the Association on a form provided by the Association.
Donations can be made from the donor's TILO time, annual leave, Professional Leave Days, sick days, and bonus days. Sick leave donations will only be allowed from the employees' payable hours (those hours that the employee would receive cash payment for upon separation from City employment.). Employees with less than (5) years of classified service are not eligible to donate to sick leave. Employees with more than (5) years service may option to have up to (50%) percent of their annual non-surplus sick leave credited to the catastrophic leave bank. Employees with over 20 years service will have 100% of their donation credited to the catastrophic leave bank.
The minimum donation is four (4) hours; the maximum donation is twenty-four (24) hours. Employees must have an annual leave balance of at least forty (40) hours after the donation.
The Association will forward donations to the City 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. If any donated sick leave hours remain at the end of the Catastrophic Leave, they will remain in a sick leave bank for future use.
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 the 100 hours are used, the committee may approve up to another 100 hours from the bank, if hours are available).
Eligible employees:
The Catastrophic Leave Program is available to all Association bargaining unit members.
Employees must be off probation and/or at least be employed by the City for six (6) months prior to becoming eligible for the Catastrophic Leave Program.
Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing the 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."
Employees with a work-related workers' compensation claim are not eligible for the Catastrophic Leave Program.
Personnel who refuse a light duty assignment will not be eligible for Catastrophic Leave.
That the parties agree that should any problem arise in the administration of Section G of this Article, or any abusive practice should arise, that the parties agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.

(I) Professional Leave Day - Employees may choose to use their Professional Leave Day at any time of the year. However, use of the employee's Professional Leave Day can only

be denied in unusual or dire circumstances. It must be scheduled in advance and approved by the employee's supervisor. The Professional Leave Day must be used within one calendar year from date of issuance or it will be forfeited.

TA'd: _____ LVPPA

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DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	20	

ARTICLE 20 – SENIORITY

(A) The City and the Association agree that a seniority list for each classification, showing the service date and date of last promotion to present classification, shall be established annually and posted on the department bulletin board. If no one protests seniority shown on their behalf within forty-two (42) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the next annual seniority list, posted in the first week in July.

(B) Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay (LWOP) of less than a twenty-eight (28) day duration.

(C) City seniority shall be identified by the service date and defined as the length of continuous active service with the City of Las Vegas, less any periods of LWOP in excess of thirty (30) days.

(D) Classification seniority shall be determined by the date the employee was last promoted to their present classification. Where two (2) or more employees entered the classification on the same day, City seniority shall prevail. If City seniority is equal, then the earliest date stamp on the job application for the classification shall prevail.

(E) Beginning the first week of September, all Deputy City Marshals will bid for vacation schedules, regular day off (RDO), shift assignments, Daily assignments for Beat/Sector/Post may be done based on classification seniority, whenever practical, as

identified in Paragraph (D) above. All bidding will be accomplished by the first Friday of October. Transfers will take place the first day of the second pay period in January.

(F) Beginning the first week of September, Municipal Court Marshals assigned to field service will bid for vacation schedules, regular day off (RDO), and shift assignments, based on classification seniority, as identified in Paragraph (D) above. Marshals assigned to court service will bid for vacation schedules. All bidding will be accomplished by the first Friday of October.

(G) If a work unit does not want to use seniority to schedule vacations, RDO, and/or shift assignments, they may petition the Association president to review the situation and, if needed, request a labor/management meeting to resolve the situation. Applications for reassignment may be made by employees to the employee's supervisor at any time. The City will make reasonable efforts to accommodate shift assignment requests as much as possible. Vacant positions will be filled by the department and then become subject to the bid procedures.

ARTICLE 20-SENIORITY

TA'd: _____ LVPPA

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DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	21	

ARTICLE 21 - LABOR-MANAGEMENT MEETINGS

(A) A joint Labor-Management Committee may meet at least on a quarterly basis, at times which are to be determined between the President of the Association (or designee), and the Director of Human Resources Department (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.

An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meetings 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 the safety and health of the employees in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that any modification of this Agreement reached through this procedure must be mutually agreed to in writing by the City and the Association.

(C) The Association shall designate a representative to serve as their liaison with the Director of Human Resources Department, or designee, for the purpose of selecting agenda items and organizing meetings. A minimum of seven (7) calendar days notice should be given by the City to the Association or the Association to the City to cancel a meeting. The Agenda(s) for each meeting will be prepared by the Association's representative and the City's representative. Copies will be available for the Association to pick up and distribute to Association representatives at least seventy-two (72) hours prior to the scheduled time of the meeting. Agendas submitted shall include the names of the representatives who will be in attendance. When such meetings are held during the Association's representatives' straight-time hours they shall not lose pay for the time

spent in such meetings. Should these meetings extend beyond a representative's regularly scheduled workday or should the meeting be scheduled on a non-work day of a representative, the City will not compensate the employee /representative for such time. To facilitate the adjustment of work assignments, each of the Association's representatives will personally notify his/her immediate supervisor of the date and the time of any such meeting immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

(D) Minutes of the Labor-Management Committee meetings shall be prepared by the Director of Human Resources Department, or designee, and shall be reviewed and approved by the Association's representative. Copies of approved minutes will be available for the Association to pick up and are distributed within one week of each meeting.

ARTICLE 21 LABOR MANAGEMENT

MEETINGS

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	22	

ARTICLE 22 - SAFETY AND HEALTH

(A) The City and the Association agree that all work shall be performed in compliance with all federal, state, and local laws and policies of the City.

(B) The City shall discuss through the Labor-Management meetings all new or proposed changes to policies and practices that affect the safety of the employees at least thirty (30) days prior to the proposed implementation of the policy.

(C) The City shall make no policy that affects the safety of the employees without first discussing the policy with the Association.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	23	

ARTICLE 23 - RESERVE OFFICER PROGRAM

The parties agree that a reserve officer program will be established by the department to assist commissioned staff in the performance of their official duties. Reserve officers will not be used to replace commissioned staff nor will they be allowed to work more than twenty (20) hours in a given month. Reserve officers will be unpaid volunteers and serve at the pleasure of the department and may be separated from the department at any time the department determines that such separation is in the best interest of the City.

At no time will the number of reserve officers retained by the Department of **Public Safety** ~~Detention and Enforcement~~ exceed two (2) full time commissioned staff of the division to which they are assigned.

At no time will the number of reserve officers retained by the Municipal Court exceed three (3) full time commissioned staff of the division to which they are assigned.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	24	

ARTICLE 24 – WAIVER

(A) 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.

(B) 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.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	25	

ARTICLE 25 - SAVINGS CLAUSE

~~(A)~~ The City and the Association do agree that if any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	26	

ARTICLE 26 – PROMOTIONS

The following procedures will be followed when developing eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitments only.
(A) The City will provide forty-five (45) calendar days notice of the testing date for the promotional recruitment. The notice will be provided by Human Resources to the Union President for dissemination to the current Marshals.

(B) A written exam may include questions that are representative of the actual work to be performed. 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.

(C) The oral boards typically include law enforcement supervisors / leaders from outside agencies / entities and an internal panel which would include the Chief and Command Staff.

(D) The promotional lists will be arranged by score, from highest to lowest eligible score. Score will be taken out to two decimal places or to the nearest hundredth of a percent (e.g. 89.512 = 89.51; 79.346 = 79.35). Scores will not be rounded to the nearest whole number; therefore, any score of less than 70.00 will not be considered for placement on the eligible list. The final score will be a combination of the written exam and the oral board scores. In the event of tied scores, all names with identical scores will be considered as one. Employees will be notified by Human Resources of their final score and their placement on the eligible list.
The top five (5) or twenty-five percent (25%), whichever is greater, of scoring candidates on an eligible list will be available to the department to fill vacancies. Final selection by Department Director will be made from the top five (5) or 25%. The twenty- five percent

calculation, when utilized, will be rounded down rather than up (e.g. 25% of 15 candidates would be rounded down to three (3) candidates.

(E) After a name has been removed from the list as the result of a promotion or for other reasons, the next highest scoring applicant will become eligible for selection.
If either party has concerns regarding the administration of this procedure, the parties agree to meet and confer and make every reasonable effort to resolve the identified issue or concern.

TA'd: _____ LVPPA

TA'd:_____CLV

DATE: _____ 2021

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
City	01/21/2021	1	27	

ARTICLE 27 – DURATION

This Agreement shall become effective 01 July 2020 at 0001 hours and shall run in full force and effect until 30 June 202**2** at 2400 hours.

"Evergreen Clause" the provisions of this contract shall remain in full force and effect even after the contracts expiration except that there will be no additional economic increases granted provided the parties are engaged in negotiations for a successor agreement.

DATE _____

CITY OF LAS VEGAS

BY_____
Jorge Cervantes, City Manager

LAS VEGAS POLICE PROTECTIVE ASSOCIATION METRO, INC.

BY_____
Steve Grammas, **President** LVPPA

Approved:_____
Carolyn Goodman, Mayor

Attest:_____
LuAnn Holmes, City Clerk

Approved as to Form:_____
Morgan D. Davis, ~~**Deputy City Attorney V**~~ **Assistant City Attorney**

ATTACHMENT A-TIER 1 WAGES

ATTACHMENT B-TIER 2 WAGES

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS, NEVADA
Department of Public Safety

&

LAS VEGAS POLICE PROTECTIVE
ASSOCIATION, METRO INC.

Deputy City Marshals and
Municipal Court Marshals

COMMISSIONED OFFICERS UNIT

July 01, 2020 – June 30, 2022

TABLE OF CONTENTS

ARTICLE	PAGE #
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – DEFINITIONS	3
ARTICLE 3 – NO STRIKES	7
ARTICLE 4 – CHECK OFF	7
ARTICLE 5 – EMPLOYEE RIGHTS & ASSOCIATION BUSINESS LEAVE	8
ARTICLE 6 – CITY MANAGEMENT RIGHTS	9
ARTICLE 7 – BULLETIN BOARDS	10
ARTICLE 8 – HOLIDAYS	10
ARTICLE 9 – ANNUAL LEAVE	11
ARTICLE 10 – SICK LEAVE	13
ARTICLE 11 – HOURS	16
ARTICLE 12 – RETIREMENT	18
ARTICLE 13 – DISABILITY	18
ARTICLE 14 – GRIEVANCE PROCEDURE	19
ARTICLE 15 – MEDICAL BENEFITS / RETIREMENT BENEFITS	24
ARTICLE 16 – REDUCTIONS IN FORCE / FURLOUGHS	25
ARTICLE 17 – WAGES	27
ARTICLE 18 – UNIFORMS, UNIFORM MAINTENANCE, EQUIPMENT & MAINTENANCE	30
ARTICLE 19 – LEAVE WITHOUT PAY AND SPECIAL LEAVE	30
ARTICLE 20 – SENIORITY	35
ARTICLE 21 – LABOR MANAGEMENT MEETINGS	36
ARTICLE 22 – SAFETY AND HEALTH	37
ARTICLE 23 – RESERVE OFFICER PROGRAM	37
ARTICLE 24 – WAIVER	37
ARTICLE 25 – SAVINGS CLAUSE	38
ARTICLE 26 – PROMOTIONS	38
ARTICLE 27 – DURATION	40
ATTACHMENT A – TIER 1 WAGES	41
ATTACHMENT B – TIER 2 WAGES	42

ARTICLE 1 – RECOGNITION

(A) The City of Las Vegas (hereinafter called the "City") recognizes the Las Vegas Police Protective Association Metro, Inc., City Commissioned Municipal Court Marshals and Deputy City Marshals Units, (hereinafter called the "Association") as the exclusive bargaining agent for the classifications listed below:

- Municipal Court Marshal
- Municipal Court Marshal Sergeant
- Deputy City Marshal
- Deputy City Marshal Sergeant

ARTICLE 2 – DEFINITIONS

(A) 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 used herein which are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

(B) 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.

(C) 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.

(D) Most of the following definitions of 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 Diseases 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.

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, any deputies and 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 program.

Alternate Work Schedules (AWS): Shift hours that would normally be permanent in nature and irregular to that of an eight (8) hour/five (5) days per week work schedule or ten (10) hours/four (4) days per week work schedule.

Arbitrator: An impartial third party chosen in accordance with the provisions of this Agreement.

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.

Call-Out: When an employee returns 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.

Classification 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.

Confidential Employee: An employee who is privy to decisions of management affecting employee relations, including all employees of the Human Resources Department or its equivalent.

Counseling: The process of bringing rule violations and performance problems to the attention of an employee; instructing the employee on how to correct the problem; and informing the employee that further rule violation and/or performance problems will result in disciplinary action.

Demotion: Movement of an employee from one classification to a different classification, which is on a lower salary grade than the original classification.

Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy. Emergency annual leave may not be used in lieu of an employee's accrued sick leave.

Field Training Officer: An employee who is officially assigned the task of training an employee or employees.
Grade: A term used to designate a salary range to which one or more classifications may be allocated.

Holiday: A day set aside for the special observance of a memorable event or occasion.

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.

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.

Negotiations: The process of collective bargaining between the City and the Association in determining the relationship between the parties.

Normal Work Day: The hours normally required for an employee to work any one-day or one shift.

Overtime: Time that an employee works in addition to the employee's normal daily or weekly 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 to the classified ranks has not been confirmed. Probationary employees are subject to different procedures, regulations and conditions of employment from regular employees. Those procedures, regulations, and conditions are set forth in the Civil Service Rules. The probationary period for all new Deputy City Marshal and Municipal Court Marshal employees will begin at the date of hire and will last for a total of twenty-four (24) months.

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.

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.

Reassignment: The movement of an employee or a position from one work unit to another within the same department, with no change of classification.

Reclassification: The movement of an employee from one classification to another classification.

Regular Employee: One who has successfully completed his/her probationary period and whose appointment has been confirmed in a permanent classified position.

Salary Range: The minimum and maximum base salaries which may be paid to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

Salary Schedule: The step, grade, and range structure for allocation of classifications as established by the City of Las Vegas.

Salary Step: An increment within a salary grade, which designates a specific pay rate.

Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of active 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 accommodate any periods of leave without pay in excess of thirty (30) calendar days.

Shift: The hours that an employee is normally scheduled to work on any normal workday.

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

Temporary Employee: Persons hired for a term not to exceed 2,080 hours. Temporary employees can be appointive, full-time or part-time.

Termination: The separation of an employee from employment with the City of Las Vegas for disciplinary reasons.

Trainee: An employee hired in an entry-level position that 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 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.

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.

ARTICLE 3 - NO STRIKES

(A) 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.

(B) 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 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 - CHECK OFF

(A) 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 the employee should designate as Association dues and is so certified by the Treasurer for the Association.

(B) Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1st, except that authorizations may be withdrawn by an employee during a period of twenty (20) days each year ending October 20th by the employee giving notice to the City and the Association or upon termination of employment.

(C) The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 5 - EMPLOYEE RIGHTS AND ASSOCIATION BUSINESS LEAVE

(A) The City agrees to provide leave to certain employees covered by this bargaining agreement, who have been designated to act for the Association, for the purpose of performing duties or providing services for the Association. The Association agrees to reimburse the City the cost of such leave, which the parties have agreed will be done at the rate of $62.50 per hour.

Any time to be spent by employees in performing duties or providing services for the Association shall be approved in advance by the Association, when practical, and subject to the notice requirements to the City as set forth below. For any time spent by an employee that is not approved by the Association, the City may deduct such time from the employees accrued annual leave. If sufficient accrued annual leave is not available, then the City may deduct such time for any accrued TILO. If sufficient accrued annual leave and TILO are not available, then the City may charge the time as leave without pay.

The City will provide a monthly invoice to the association for reimbursed time under this provision. The parties agree to meet and confer over any issues concerning payment, including but not limited to reconciliation or disputes, as well as any forms that may be used in the process.

In general the parties contemplate that the performing of duties or providing services for the association will include, but is not limited to; representing employees in disciplinary matters; grievance adjustment; and collective bargaining, as set forth below.

The parties recognize and agree that the above provisions for reimbursement of leave time spent in performing duties or providing services for an employee organization were negotiated with an intent of complying with the provisions of SB 241, passed by the Nevada Legislature in June of 2015. Any reimbursement provided by this section will only apply to time spent in performing duties or providing services occurring after the effective ratification, approval and execution of this agreement. It is also recognized that by entering into this agreement the Association is not waiving any rights to attempt to challenge the validity of SB 241. Should that law be deemed invalid, the savings clause of this agreement will apply, and the parties will meet to determine what if any bargaining will be required over the impact of any decision.

(B) Members of the Association Negotiating Committee shall be granted leave from duty with full pay, 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 employee's agreement, employees may be assigned to different shifts because of participation in the negotiations.

(C) Designated representatives of the Association may be granted leave from duty with full pay, as approved by the Department Director or designee, for the purpose of processing grievances, attending meetings with management regarding grievances, labor management meetings, Association training sessions, Association meetings and functions, and Association business when such events take place at the time during which such members are scheduled to be on duty. The Association shall notify the City, in writing, of the names of these representatives. 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.

(D) All the rights guaranteed under the Constitution of the United States of America, the Constitution of the state of Nevada and the Nevada Revised Statutes, specifically N.R.S. 289 Peace Officers Bill of Rights are applicable to the employees covered by this Agreement.

ARTICLE 6 - CITY MANAGEMENT RIGHTS

The City and the Association agree that the management officials of the City possess the sole right to operate the City and that all management rights remain with the officials. Those subject matters which are not within the scope of mandatory bargaining, and which are reserved to the city without negotiations, include: These rights include, but are not limited to, the subject matters which are not within the scope of mandatory bargaining, and which are reserved to the City without negotiations, including:

1. The right to hire, direct, assign or transfer employees, 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 16-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, work load factors, except for safety considerations.
   c) The quality and quantity of services to be offered 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 such as riot, military action, natural disaster, or civil disorder. 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.

5. The City shall have such other exclusive rights that may be determined by NRS 288.150.

ARTICLE 7 - BULLETIN BOARDS

(A) It is the privilege of the Association to use the provided space on the bulletin boards City of Las Vegas intranet / e-mail system for the posting or sending of notices concerning Association business. A copy of all material to be posted will be sent to the Director of Human Resources and/or a designated representative when posted or sent. The City will consult with the Association on the placement of said bulletin boards located within the departments covered by this Agreement.

(B) Space for meetings shall be provided for the Association when reasonable during the length of this Agreement.

ARTICLE 8 – HOLIDAYS

(A) The City and the Association agree that the paid holidays shall be:

New Year's Day	Nevada Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

(B) Additionally, 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 closing its operations to observe the holiday under State Law.

(C) If any of the above holidays fall on Sunday, the following Monday shall be considered as the paid holiday. If any of the above holidays fall on Saturday, the preceding workday shall be considered as the paid holiday, except those persons whose regularly scheduled workdays fall on a Saturday or Sunday.

(D) All full-time employees who are employed on a 40-hour work week, shall be entitled to time off on such paid holidays.

(E) Employees who are scheduled to work on a paid holiday and who are relieved of duty after reporting for duty on the holiday, shall be paid for all hours worked in addition to receiving holiday pay at a straight time rate for the entire shift.

(F) Employees who work on a paid holiday will receive overtime compensation on a time and one-half basis for those hours worked in addition to their regular full pay. Employees whose regularly scheduled day off falls on a paid holiday shall receive compensation at their regular straight time pay for such holiday(s). The employee will be credited with annual leave equal to the average daily hours the employee works, excluding overtime, in a normal bi-weekly period at the beginning of the pay period. [Example: An employee who works eight (8) hours or ten (10) hour days in a bi-weekly period will receive ten (10) hours of annual leave.] 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.

(G) Hours worked when a paid holiday falls on a normal workday will be reported as PERS eligible compensation in compliance with current PERS directives. Conversely, hours worked on a holiday that is not their regular workday will not be reported as PERS eligible compensation. This subsection is subject to future changes in PERS directives, and nothing in this agreement can conflict with PERS statutes, regulations, or directives.

(H) In order to receive holiday pay, the employee must be in paid status for the entire work shift preceding and following the paid holiday.

ARTICLE 9 - ANNUAL LEAVE

(A) The City and the Association agree that annual leave is provided to employees for the purpose 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.

(B) 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 entry on duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

- Three and eight hundredths (3.08) hours bi-weekly for the first 12 months.
- Four and sixty-two hundredths (4.62) hours bi-weekly for the 13 through 120 months.
- Six and ninety-three hundredths (6.93) hours bi-weekly for the 121 through 180 months.
- Seven and sixty-nine hundredths (7.69) hours bi-weekly for each month thereafter.

Part-time employees working on a regular appointment are eligible for annual leave on a prorated basis in accordance with these rules. Employees who are in a non-pay status for part of a pay period shall have their annual leave accumulation reduced on a prorated basis.

(C) Annual leave may be accumulated up to a maximum of two times their annual accrual for those commissioned by the City prior to June 26, 2013. Employees noncommissioned as of June 26, 2013 or hired on or after June 26, 2013, will accrue a maximum of 250 hours. During the calendar year, any annual leave which 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.

(D) Employees who have successfully completed the probationary period and are subsequently separated from the City's employment are entitled to payment for unused annual leave not previously forfeited.

(E) Application for annual leave must be approved in advance of taking leave and shall be scheduled annually on a seniority basis. The Departmental vacation scheduling procedures shall be developed by the Department Head through discussions with the employees. Unresolved conflicts shall be referred to the Labor/Management Committee.

(F) Upon approval by the City Manager or Court Administrator, an employee may be advanced annual leave.

(G) 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 the employee by the City or by cash refund.

(H) Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

(I) 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. Employees who have been employed by the City for fifteen (15) or more years may elect to exchange up to one hundred (100) hours. Exchanges are 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 a cumulative leave balance of at least forty (40) hours after the sellback.

ARTICLE 10 - SICK LEAVE

(A) 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 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.

(B) Sick leave with pay may be used by employees who are:

1. Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or
2. Required to absent themselves from work to attend the funeral of a member of their immediate family, as defined in Section C below. Sick leave with pay may be granted up to a maximum of five (5) working days per occurrence in such cases and shall not be counted as a sick leave incident. In extraordinary circumstances, additional leave for bereavement may be granted by the Department Head; or
3. Required to absent themselves from work to personally care for a member of their immediate family as defined in Section C below. To be granted sick leave with pay in such cases requires substantiation of a medical emergency on the leave slip and approval of the Department Head. Such leave is limited to a maximum of forty (40) working hours per year and shall not be counted as a sick leave incident; or
4. Required to take time off from work for the purpose of keeping a personal medical or dental appointment. Such leave shall be limited to a maximum of ten (10) hours for any one (1) appointment. A request for additional time must be approved by the designated supervisor.

5. No employees shall be entitled to sick leave while absent from duty because of a disability arising from a sickness or injury purposely self-inflicted or caused by willful misconduct.

(C) Immediate Family
As used in Section (B) only, immediate family shall be defined as the current spouse, parent, brother, sister, child, grandchild, grandparent, current mother/father-in-law, current sister/brother-in-law, current son/daughter-in-law or current significant other. For the purpose of this section only, significant other shall be interpreted to apply when it involves a person the employee lives with that they consider a mate.

(D) Any time off for funeral attendance in addition to the five (5) working days, referenced in Section (B)(2) and any time off for the personal care of a member of the immediate family which has not been authorized by the Department Head as above provided, may be charged to annual leave, if available.

(E) Sick leave must be approved by the Department Head except that he/she may delegate that authority to any official(s) deemed appropriate. Employees who do not become ill on the job shall call in as required by the work rules before the beginning of their shift when using sick leave. An employee incapacitated beyond the period covered by sick leave may be granted 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.

(F) 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 legitimate use of sick leave as outlined above.
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 certificate shall be signed by a physician 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 if there is reason to believe that an employee is abusing sick leave.
3. Abuse or Excessive Use: Utilization of sick leave for purposes other than those defined in this Agreement shall be considered evidence of abuse. Supervisors may discipline employees when evidence of abuse exists and for excessive use of sick leave. Discipline will not be applied for legitimate

extended illness or injury. "Extended illness or injury" shall be considered four or more consecutive scheduled working days.

Annotation: This section was changed in 1997 to allow the parties the flexibility to apply progressive discipline to employees that 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 ten (10) or more sick leave days per year (excluding extended illness or injury) may be considered excessive. It was understood that ten (10) days is not a specific standard, but merely a guideline for supervisors when assessing circumstances surrounding the absences of employees (ie: supervisors will look at historical attendance, patterns of use, etc.). Extended illness or injury, as defined above, may be considered in determining historical attendance or patterns of abuse for purposes of discipline under this Section. Each case will be handled on a case-by-case basis. Extensive use may not constitute abuse, though documentation and/or justification shall be imperative in either circumstance. Furthermore, comparison from individual to individual is not acceptable; each case is solely situational.

(G) Employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify the Department Head, or designee, of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave usage, or other such activity when an employee is on sick leave during their regularly assigned shift hours is considered evidence of abuse of sick leave.

(H) For the purpose of accruing and calculating payment of sick leave hours, employees will have a cap of 840 hours, except those commissioned by the City after June 26, 2013 shall have a maximum accrual (hard cap) of 600 hours. Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a maximum payment for 420 hours (or 210 hours for those commissioned by the City after June 26, 2013), upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: fifty percent (50%) of the employee's accumulated sick leave hours, up to a maximum accrual of 840 hours (or 420 hours for those commissioned by the City after June 26, 2013), and paid at the employee's hourly rate including longevity at the time of separation. Employees who separate from employment after completion of (20) twenty years of continuous service shall receive compensation for 100% of all accrued hours up to the 840 hour cap (or 420 hours for those commissioned by the City after June 26, 2013.)

(I) On the first payday of December of each year, and upon separation from the City of Las Vegas, the City shall compensate employees for all of their accrued hours above the 840 hour maximum accrual limit, except those commissioned by

the City after June 26, 2013 shall have a maximum accrual (hard cap) of 420 hours. The compensation rate will be as follows:

1. Employees with less than (20) twenty years of continuous service with the City of Las Vegas will receive payment for all sick leave hours accrued above their 840 hour accrual cap at 50% of their current hourly rate of pay.
2. Employees with more than (20) twenty years of continuous service with the City of Las Vegas will receive payment for all sick leave hours accrued above their 840 hour accrual cap (or 420 hours for those commissioned by the City after June 26, 2013) at 100% of their current hourly rate of pay.

(J) Employees who have taken no more than the sick leave usage specified below during a fiscal year period (7/1 – 6/30) listed below, for purposes other than bereavement and Workers Comp Leave, shall receive the following bonus. Use of FMLA counts as absence time and will be a disqualifier for attendance bonus contest purposes.

0.0 hours – 30 hours $1,500.00

START DATE	END DATE
7/1/20	6/30/22

ARTICLE 11 – HOURS

(A) The City and the Association agree that the normal paid bi-weekly hours shall be eighty (80), including a meal period. The City will make every reasonable effort to provide meal and break periods to all employees of the bargaining unit.

(B) All personnel who work more than their normally scheduled work hours on a daily or weekly basis shall be paid overtime on a time and one-half (1 1/2) hourly rated basis based on their hourly rate of pay including longevity, if applicable.

(C) In emergency situations requiring immediate attention where the Department Head, or designated representative, feels that it is necessary to call out one or more members of a department, an employee shall be paid overtime pay on a time and one-half (1 1/2) rated basis. Said employee shall be paid for a minimum of four (4) hours regardless of having worked less than four (4) hours. However, in the event that the period of call-outs extends into the employee's normal working shift, such employee shall be paid only for the time actually worked in addition to his normal working shift. If the period of call-out exceeds four (4) hours, the employee shall be paid for the amount of time actually worked.

(D) If an employee is required to return to duty after completing a normal shift or he is required to report to work on a day in which a normal shift is not scheduled,

or is required to report for work related court testimony, the employee shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater, on a time and one-half (1 1/2) rated basis.

(E) An employee who works less than four (4) hours on the initial call-out and is then called out a second time during the initial four (4) hour 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 shall be paid for the aggregate time so worked. In the event an employee is called out for a second time after the expiration of four (4) hours from the first call-out, he shall be paid for a minimum of four (4) hours for each call-out except as provided in the previous paragraph.

(F) A shift shall be defined as the employee's normal workday. The workweek shall consist of 4 consecutive 10-hour shifts for members in a Uniform Function.

(G) If an Alternate Work Schedule (AWS) is requested by a majority of the employee(s) affected in a department or work unit, the Association and the City shall within fourteen (14) days to discuss the method of establishing an Alternate Work Schedule for the requesting department or work unit. If a mutually acceptable AWS plan can be established for the department or work unit, it shall be put into effect for a trial period of six (6) months within sixty (60) calendar days of agreement upon the AWS schedule. In any AWS program established, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.

Annotation: The intent of this language is to allow groups flexibility with regard to shift hours with the Departments consent. Keeping firmly in mind the intent of the language in section F with the intent to maintain a four shift (4) workweek or less as in the case of a twelve (12) hour shift schedule.

(H) Time In Lieu Of (TILO)

1. 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.
2. To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (11/2) rate for payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.
3. To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence. Such absences will normally be scheduled only when the workload will allow the employee to be absent.

This means that employees may be denied the use of TILO time, whenever, in the supervisor's judgment, it is felt that to allow the employee to use such time will place a hardship on the City or other employees.

4. 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 on the paycheck stubs in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO time hours within a pay period, such record may not show on the paycheck stub.
5. No employee may have an accumulated balance of TILO time exceeding three hundred (300) hours at the end of any pay period. Employees may not have a deficit TILO time balance.
6. Whenever an employee separates from City employment, any unused TILO will be paid at a straight time rate including longevity.
7. Employees who have been employed in the classified service for a minimum of eighteen (18) months may elect to exchange up to sixty (60) hours of TILO for up to sixty (60) hours pay, subject to the following conditions:
    - Exchange of TILO shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
    - Exchange privileges apply only to TILO.

ARTICLE 12 – 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 13 – DISABILITY

(A) 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.

(B) Should an employee suffer a service-incurred 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 during the first calendar month. In addition to the foregoing, in the case of a significant injury the City may continue this maintenance of income at full or partial pay for a period of up to one (1) year after the initial two hundred forty (240) hours.

(C) 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.

(D) The City and the Association agree that in all cases where employees are injured or made ill in the course of their employment, and remain working in a limited or restricted duty capacity, they shall be allowed to receive all treatment, therapy, examinations, and evaluations during compensated work hours. Those who are temporarily incapacitated from work and are scheduled to receive medical treatment will not be compensated beyond the payment amounts specified in (B) above.

ARTICLE 14-GRIEVANCE PROCEDURE

(A) Purpose. The purpose of the following provision is to set forth, simply and clearly, the methods and procedures for the various types of disciplinary disputes that may arise between the parties hereto.

(B) Discovery. When the Association becomes involved in a potential dispute and needs information to determine whether or not a grievance should be filed, a request for discovery shall be made. The Association representative and a representative from the Department Director (or his designee) will discuss what discovery is necessary and such information will be made available within 14 working days (Monday-Thursday, excluding holidays.

In the event a dispute arises as to what materials are discoverable, the Association may bring the dispute to the City Manager or their designee.

All materials provided the Association during this discovery procedure shall at all times remain confidential and not be shared with other parties unless such material is clearly a matter of public record.

(C) Definition for Discipline. A disciplinary grievance shall be defined as a dispute regarding the application of a disciplinary action. For the purpose of this procedure, a written reprimand or greater is considered discipline. Definition for

Non-Discipline. A non-disciplinary grievance shall be defined as a dispute regarding the application or interpretation of an expressed provision of this Agreement, departmental rules and regulations or City policy and procedures that violate a provision of this Agreement or are applied in an unfair or inconsistent manner. A grievant may file a grievance with Human Resources within 30 calendar days of the knowledge of the grievance and shall specify the Collective Bargaining Agreement and/or rule, regulation, policy or procedure alleged to be violated. A meeting will be scheduled with the Department Director and the employee within 15 calendar days of receiving the grievance. If the grievance is not resolved in this meeting, the Department Director will respond in writing within 15 calendar days of the meeting. If the employee or Association wishes to pursue the matter further, they may make a request for arbitration within 30 calendar days of the written response. A grievant may have two representatives of his/her choice at any or all steps.

(D) Appeal Steps for discipline (Except for Termination)

Step 1. The grievant shall reduce the grievance to writing and submit the grievance to Human Resources within 15 working days of when the grievant received the discipline. A meeting will be held with the grievant and his/her representative, and an individual of a higher level of supervision over the person who issued the discipline within 15 working days of when the grievance was submitted to Human Resources. The Department will respond to the grievance within 15 working days of the meeting.

Step 2. If the matter cannot be resolved at Step 1, the grievant may submit the grievance to the Chief or Court Administrator within 15 working days of receipt of the grievance response from the Department for resolution. The Chief or Court Administrator along with a representative from Human Resources shall meet with the grievant no later than fifteen (15) calendar days after submitting the grievance to this level. The Chief or Court Administrator shall answer the grievance in writing within fifteen (15) working days of the meeting. This is the final step for a Written Reprimand.

Additional Grievance Steps for Suspensions: After completion of Step 2 and the employee is still not satisfied, the employee or the Association shall submit the grievance within 15 calendar days to the City Manager or designee for resolution. The employee or the Association may request a meeting with the City Manager or designee. If a meeting is requested, the City Manager or designee shall meet with the grievant and his/her representative to discuss the grievance within 15 working days of receipt of the meeting request. If no meeting is requested, the City Manager or designee has 15 calendar days to respond in writing to the grievance. If a meeting is requested, the City Manager or designee has 15 days from the meeting to respond in writing. This the final step for a suspension of 80 hours or less.

For discipline greater than 80 hours and termination – if the employee is still not satisfied after the above step, the employee or Association may request the matter be submitted to arbitration. The matter shall be submitted to Arbitration by serving the Director of Human Resources with a Request for Arbitration. This must be done within 30 calendar days of receipt of the above response from the City Manager or designee. Arbitration will be established by utilizing AAA or FMCS, and obtaining a list of seven (7) potential arbitrators. The Association will have the right to strike one name first from the list, then the City Attorney's office and continuing back and forth until only one name remains. The parties will contact the selected arbitrator to schedule a hearing within 90 days.

(E) Resolution. Reduction in Discipline - At any level of review, if the decision is to reduce the discipline and the grievant accepts the decision, the reviewer that reduced the discipline will have the Adjudication of Complaint rewritten. The new Adjudication of Complaint will show the new level of discipline in the appropriate place on the form. All original dates will be utilized on the rewritten adjudication. Exoneration of Discipline - At any level of review, if the decision is to remove all discipline, but not the sustained complaint, the reviewer that removed the discipline will have the Adjudication of Complaint rewritten. The new Adjudication of Complaint will show a disposition of "Sustained," however, in the discipline box, "none" will be noted and in parentheses after the word "none," will be the name and position of whoever removed the discipline.

The exoneration of discipline and the sustained complaint can be authorized at any step of the Grievance Procedure. The arbitrator may also exonerate the discipline and the sustained complaint if the grievance has been appealed to their level. If the discipline and sustained complaint are reversed in favor of the employee, the Personnel/Human Resources file and the employee's Departmental personnel file will be purged of all references to the investigation. Additionally, the IAB file will be supplemented to show the findings.

(F) Time Limits - In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the 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.

Employee/Association - Failure on the part of the appellant to file or process the appeal to the next step within the time limits established in the preceding paragraphs presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. However, in the event an employee is unavailable during the response period, the employee may authorize, in writing, the Association to respond on the employee's behalf.

Department - Failure on the part of the Department's representatives/City Manager's representatives to answer the appeal in the time limits established in the preceding paragraphs enables the employee or Association to move the grievance to the next step.
Time limits specified in this appeal procedure may only be extended by written agreement of both parties.

If an appeal is not filed or processed with the time limits set forth above, it will be deemed withdrawn with prejudice, unless the time limitations established are waived or mutually extended by the parties.

(G) Disciplinary Action Defined.
1. Oral Warning - This step puts an employee on notice that the employee's behavior or performance is not acceptable and that further unacceptable behavior or performance may result in disciplinary action. The interview should be documented in writing with the employee being given the opportunity to make comments. This documentation will be maintained by the employee's supervisor and employee only. Oral warnings will be valid for a six (6) month period.

2. Written Reprimand - This level of discipline is documented on an Employee Interview form and placed in the employee's personnel file. The employee will be given a copy of the Employee Interview form at the time of the interview and may prepare a response to the allegations contained therein.

3. Suspension - Suspension may be used after a written reprimand has not corrected the unacceptable performance or behavior or rule violations, or the violation requires more severe disciplinary action. Documentation is done on an Employee Interview form. Suspension without pay may only be imposed after the City has formally sustained a charge against the employee. This provision does not apply to a situation where criminal charges are pending against the employee.

4. Other disciplinary actions - The employee may be subject to more serious discipline, as listed below, if the unacceptable performance, behavior, or rule violation continues, or if the employee's actions require more severe discipline action.
Reduction in Classification
Reduction in Salary Step

5. Termination-Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is of a severe enough nature so as to warrant immediate separation from employment.

(H) Purging Files and Records
1. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's Human Resources/Departmental/IAB personnel file upon written request of the employee after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of a similar nature shall extend the period of retention of the original offense for twelve (12) months.

2. Records of disciplinary actions resulting in a suspension of eighty (80) or less, or an equivalent loss of pay will be removed from an employee's Human Resources/Departmental/IAB personnel file upon written request of the employee after a period of thirty (30) months has elapsed. Any subsequent disciplinary action of a similar nature shall extend the period of retention of the original disciplinary action for twelve (12) months.

3. 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 Human Resource/ Departmental/IAB personnel file.

4. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.

5. Retention time discussed above shall begin on the date of the notice of investigation (specificity of charges) is presented to the employee.

(I) Documentation. A copy of all appeals shall be forwarded to the Association and the City Managers Office immediately upon filing with the Department.

(J) Just Cause. The City will only discipline employees for Just Cause

ARTICLE 15 - MEDICAL BENEFITS/RETIREMENT BENEFITS

(A) The City and the Association agree that the City will pay for the cost of the premium equivalent or fully insured monthly premium for hospitalization and health insurance and the cost of the monthly premium for dental, vision, long term disability and term life insurance for each individual employee covered by the provisions of this contract as approved by the Las Vegas City Council.

The City also agrees to pay the costs equal to fifty percent (50%) of the premium equivalent or fully insured monthly premium for the hospitalization and health insurance coverage for dependents.

(B) All communications concerning employee insurance by the City shall be directed to the Executive Director of the Association or their designee. The City shall address all communications concerning the City of Las Vegas Employees Self Insurance Plan, equivalent or fully insured plan to the Executive Director or Designee of the Association. The City agrees that it will provide the Association, upon request, copies of all written correspondence relating to the premiums charged in the last insurance year, the current insurance year, and he prospective insurance year between the City, the insurance providers and the administrator.

(C)The City agrees to deduct from the paycheck of each employee in the bargaining unit and the Association who has signed an authorized payroll deduction card such amount as the employee may designate as insurance coverage. All premium deductions will be submitted to the Self Insurance Plan, equivalent or fully insured plan within one (1) week of deduction.

The City shall establish the necessary accounts and accounting procedures to ensure that:

1. A record is kept, by pay period, of the number of employees eligible for insurance coverage and the amount of funds paid by the City on their behalf.
2. A record is kept, by pay period, of the employees' contributions collected and deposited on their behalf.
3. All disbursements of funds from the insurance payment account shall be for the appropriate payment of insurance premiums, claims, or other legitimate expenses of the group hospitalization, health, vision, dental, life insurance and any other insurance programs provided.

(D) In the event the Association joins a Retirement Medical Trust Fund, the City will make the requested payroll deduction for authorized enrollees.

(E) Effective January 1, 2016, the City agrees to provide Deferred Compensation Match with will be available to bargaining unit members in the amount of up to two thousand dollars ($2000) annually. Employees vest in the match after five (5) years of eligible service with the City of Las Vegas.

ARTICLE 16 - REDUCTIONS IN FORCE/FURLOUGHS

(A) The City and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this Agreement 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.

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 employees
   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 Department of Public Safety personnel who are affected by a reduction in force shall have the right to elect a reduction in classification only to a lower classification specifically within the ranks of their then present Deputy City Marshal hierarchy (Corrections is specifically excluded).

   All Municipal Court personnel who are affected by a reduction in force shall have the right to elect a reduction in classification only to a lower classification specifically within the ranks of their present Municipal Court Marshal hierarchy at Municipal Court.

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. Employees separated by a reduction in force shall be given a minimum of eighteen (18) weeks' notice and a minimum of three (3) months (12 weeks) pay.

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 thirty-six (36) months. Employees accepting reassignment or a reduction in classification 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 the 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. If, in the reduction in force process, there is a probability that an employee being separated may be reinstated within a ninety (90) day period, the employee may be given leave without pay for a period of ninety (90) days. At the time of leave without pay, the employee may elect to exhaust accumulated annual leave, be paid in a lump sum payment, or have it retained for credit for the ninety (90) day period. The employee may also elect not to be paid off for any sick leave during the ninety (90) day leave without pay. If the employee is not rehired at the end of the ninety (90) day period then all annual and sick leave must be paid off.

9. The City will maintain all existing management rights, including but not limited to the unilateral right to reduce in force or lay off any employee and/or the right to determine staffing levels, content of the work day, quality and quantity of services offered to the public and means and methods of offering those services to the public.

(B) 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.

(C) 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 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.

(D) Employees who are rehired from the City's reduction-in-force list must pass a complete background investigation and current entrance physical exam prior to being rehired.

(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.

ARTICLE 17 – WAGES

(A) The City and the Association agree that the salaries/wages paid the employees/eligible members in the various classifications shall be the salaries assigned to the salary ranges for each classification as shown in the attached salary schedules for the City of Las Vegas Commissioned Municipal Court Marshals and Deputy City Marshals Units Officers Salary Schedules, which is attached hereto and incorporated thereby as "Attachment A - Tier 1" for those hired prior to June 27, 2011 and "Attachment B - Tier 2" for those hired on or after June 27, 2011 of this Agreement.

- Effective the first period following Council approval of this agreement, the PMB15 scale on the Tier 2 schedule will be eliminated. Current Sergeants who are on the PMB15 scale will be placed on the Tier 1 PMA15 scale, on the nearest step without losing any money. Future Sergeants will be placed on the PMA15 scale.
- Effective the first period following Council approval of this agreement, all employees covered by this agreement will receive a one-time lump sum payment of $1,325.00. The parties mutually understand and agree this one-time lump sum payment is not eligible for PERS contribution.
- Effective July 01, 2021, eligible employees in the Tier 1 schedule will receive a Cost of Living Adjustment (COLA) of 1.75%.
- Effective July 01, 2021, eligible employees in the Tier 2 schedule will receive a Cost of Living Adjustment (COLA) of 2.00%.
- Effective July 02, 2021, the Tier 2 PMB6 scale will be adjusted as follows:
  - Step 1 will be eliminated, Step 2 will become the new Step 1;
  - Two additional steps will be added to the top of the scale, while maintaining 4% for each step.

  Employees who are on Step 1 as of July 2, 2021 will be moved to the new Step 1.

(B) Acting Pay-Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade 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 fifteen (15) calendar days require the written approval of the City Manager. Acting assignments may not exceed ninety (90) calendar days in length. Acting pay does not apply to Field Training Officer assignments. (SEE SECTION E BELOW)

(C) Shift Differential-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 regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5:00 AM or ends no later than 1900 hours. A regularly scheduled shift that exceeds these limits by twenty-five (25%) or more is entitled to shift differential pay computed at four percent (4%) of base pay plus longevity. Employees that work a shift where their hours of work fully encompass the hours of midnight to 05:00 am will receive an additional 2% differential. Eligibility for shift differential pay will be determined on a shift-by-shift basis.

(D) Longevity

1. The longevity pay for employees hired before January 1st, 2004 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.
2. The longevity pay for employees hired after January 1st, 2004 shall be paid on the following basis: upon completion of ten (10) 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-four (24) 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.
3. Employees noncommissioned as of June 26, 2013 or hired after June 26th, 2013 will not be eligible for longevity pay.

(E)Training Officer Pay – All Field Training Officers and Field Training Managers who are assigned a trainee by the department and performing assigned 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.

(F) POST Certification Incentive Pay-Any employee hired prior to August 9, 2006, who was a member of the bargaining unit on that date and who fulfills the requirements for Intermediate and Advanced POST Certification shall be placed on the salary grade listed below. Their salary step number will remain unchanged:

1. Intermediate – Deputy City Marshal and Municipal Court Marshal will be placed on grade PMA7. Deputy City Marshal Sergeant and Municipal Court Marshal Sergeant will be placed on grade PMA16.
2. Advanced – Deputy City Marshal and Municipal Court Marshal will be placed on grade PMA9. Deputy City Marshal Sergeant and Municipal Court Marshal Sergeant will be placed on grade PMA18.

Employees hired on or after August 9, 2006 will not be eligible for Intermediate and Advanced POST Certification incentive pay. *(This language was modified in the 2015-2019 agreement to allow for POST Certification incentive pay for certain employees as specified in the next section. This language is retained in the contract for historical purposes.)*

Following Council approval of this agreement, Tier 1 (PMA) employees hired after August 9, 2006 and before June 26, 2011 will be eligible for POST Certification Incentive Pay per the terms outlined above on the following basis: As each employee who is currently receiving/eligible for POST Incentive Pay separates employment with the City from this bargaining unit, a "slot" will open and enable the employee with the most bargaining unit seniority hired after August 9, 2006 and before June 26, 2011 who would otherwise be eligible for POST Incentive Pay to be compensated for their levels of certification. Such slots will open separately by the Department of Public Safety and the Department of Municipal Court. Employees hired on or after June 27, 2011 will not be eligible for POST Certification Incentive Pay under any circumstances.

(G) Stand-By Time - Stand-by time is defined as time that an employee is assigned, by management, 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 18 - UNIFORMS, UNIFORM MAINTENANCE, EQUIPMENT AND THE MAINTENANCE THEREOF

The City and the Association agree that:

(A) The City shall provide uniforms and other uniform accessories to all employees covered City this Agreement. Employees shall receive quarterly uniform maintenance stipends of $375.00, paid the first full pay period in September, December, March and June for the duration of this contract.

(B) The City shall provide all guns, leather and other accessories, as it deems necessary on a first issue and replacement basis only.

(C) Uniforms and equipment shall only be worn or used on official City business or as authorized by the City.

(D) New hires shall be furnished appropriate uniforms and shall be paid a prorated share of the uniform allowance described in Section A above.

ARTICLE 19 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

(A) 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 up to a maximum of twelve (12) weeks. Employees are eligible for this leave within 12 months following 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 or use of maternity/paternity or adoption leave not expressly set forth herein may be awarded only upon written authorization of the City Manager via Department chain of command. Employees may use any accrued leave for childbearing/employee bonding purposes.

(B) Family and Medical Leave
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 inpatient care or continuing treatment by a health care provider. A 12 month period starts on the first day leave is used, in accordance with this Section. 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 Public Law 103-3, Family & Medical Leave Act of 1993, apply to Sections A & B of this Article.

(C) Military Leave

When a non-temporary employee enters the Armed Forces of the United States whether voluntarily or involuntarily, the following shall apply:

1. The employee shall be granted military leave without pay for the duration of the employee's active service.
2. Any employees so granted military leave who are later honorably discharged or discharged as a result of disability from the Armed Forces shall be restored to their former classification or to a like classification. To qualify for such restoration, the employees must make application for reinstatement within ninety (90) calendar days of discharge. Such restoration is further dependent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.
3. Any employees so restored shall be granted accrued seniority, benefits, or other compensation in accordance with the applicable Federal law.
4. Persons who are employed to fill positions vacated as a result of the incumbent being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the incumbent is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to reassignment, transfer, reduction in grade, or termination upon reinstatement of the returning employee. Any such reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this Agreement and the City of Las Vegas Civil Service Rules.
5. Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty shall be granted military leave for a period not to exceed thirty (30) days or what is required in NRS, whichever is greater in any one calendar year. Compensation during such leave shall be the normal gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty.
6. 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.

(D) Court Witness or Jury Duty Leave
Employees called for jury duty during working hours shall receive their regular City pay, but they must turn in to the City any fees received for such duty.

Employees shall also receive their regular pay if they are parties, witnesses or otherwise required to attend a court proceeding during working hours in connection with a case that arose out of their duties as City employees. As with jury duty, any fees received as a witness must be turned in to the City.

Employees who are absent from work because of jury duty or court appearances in the cases described above shall report back to work when excused by the court, if they are excused before their normal shift ends.

Employees are not entitled to their regular City pay if they are required to appear in court in either criminal proceedings as a defendant, or in civil proceedings that do not arise out of their duties as City employees.

(E) Leave without Pay
Leave without pay may be granted to employees for purposes normally covered by sick or annual leave when such leave has been exhausted, or for other justifiable reasons, including education at an accredited college, university or specialized vocational or trade school.

1. 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. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.

2. Continuous leave without pay for periods in excess of thirty (30) days must be approved by the employee's Department Director and the City Manager.

3. 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 upon recommendation of the employee's Department Director and approval of the Director of Human Resources Department and the City Manager.

(F) 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 or transfer opportunities within 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 a promotional or transfer opportunity.

(G) Blood Donor 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 or special need. In no event shall an employee be eligible for overtime as a result of donating blood.

(H) Catastrophic Leave

1. 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, then the eligible employee may file a request for donations of leave with the Association.

2. The request must be accompanied by:
    a) 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.
    b) Evidence of the department director's approval of a leave of absence.

3. A committee appointed by the Association president will review the request to verify the employee's eligibility to receive leave donations.

4. 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 a two-week period of time per each request and all donations will be submitted to the Association on a form provided by the Association.

5. Donations can be made from the donor's TILO time, annual leave, Professional Leave Days, sick days, and bonus days. Sick leave donations will only be allowed from the employees' payable hours (those hours that the employee would receive cash payment for upon separation from City employment.). Employees with less than (5) years of classified service are not eligible to donate to sick leave. Employees with more than (5) years service may option to have up to (50%) percent of their annual non-surplus sick leave credited to the catastrophic leave bank. Employees with over 20 years service will have 100% of their donation credited to the catastrophic leave bank.

6. The minimum donation is four (4) hours; the maximum donation is twenty-four (24) hours. Employees must have an annual leave balance of at least forty (40) hours after the donation.

7. The Association will forward donations to the City 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. If any donated sick leave hours remain at the end of the Catastrophic Leave, they will remain in a sick leave bank for future use.

8. 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 the 100 hours are used, the committee may approve up to another 100 hours from the bank, if hours are available).

9. Eligible employees:
    a) The Catastrophic Leave Program is available to all Association bargaining unit members.
    b) Employees must be off probation and/or at least be employed by the City for six (6) months prior to becoming eligible for the Catastrophic Leave Program.
    c) Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing the 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."
    d) Employees with a work-related workers' compensation claim are not eligible for the Catastrophic Leave Program.
    e) Personnel who refuse a light duty assignment will not be eligible for Catastrophic Leave.

10. That the parties agree that should any problem arise in the administration of Section G of this Article, or any abusive practice should arise, that the parties agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.

(I) Professional Leave Day - Employees may choose to use their Professional Leave Day at any time of the year. However, use of the employee's Professional Leave Day can only be denied in unusual or dire circumstances. It must be scheduled in advance and approved by the employee's supervisor. The Professional Leave Day must be used within one calendar year from date of issuance or it will be forfeited.

ARTICLE 20 – SENIORITY

(A) The City and the Association agree that a seniority list for each classification, showing the service date and date of last promotion to present classification, shall be established annually and posted on the department bulletin board. If no one protests seniority shown on their behalf within forty-two (42) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the next annual seniority list, posted in the first week in July.

(B) Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay (LWOP) of less than a twenty-eight (28) day duration.

(C) City seniority shall be identified by the service date and defined as the length of continuous active service with the City of Las Vegas, less any periods of LWOP in excess of thirty (30) days.

(D) Classification seniority shall be determined by the date the employee was last promoted to their present classification. Where two (2) or more employees entered the classification on the same day, City seniority shall prevail. If City seniority is equal, then the earliest date stamp on the job application for the classification shall prevail.

(E) Beginning the first week of September, all Deputy City Marshals will bid for vacation schedules, regular day off (RDO), shift assignments, Daily assignments for Beat/Sector/Post may be done based on classification seniority, whenever practical, as identified in Paragraph (D) above. All bidding will be accomplished by the first Friday of October. Transfers will take place the first day of the second pay period in January.

(F) Beginning the first week of September, Municipal Court Marshals assigned to field service will bid for vacation schedules, regular day off (RDO), and shift assignments, based on classification seniority, as identified in Paragraph (D) above. Marshals assigned to court service will bid for vacation schedules. All bidding will be accomplished by the first Friday of October.

(G) If a work unit does not want to use seniority to schedule vacations, RDO, and/or shift assignments, they may petition the Association president to review the situation and, if needed, request a labor/management meeting to resolve the situation. Applications for reassignment may be made by employees to the employee's supervisor at any time. The City will make reasonable efforts to accommodate shift assignment requests as much as possible. Vacant positions will be filled by the department and then become subject to the bid procedures.

ARTICLE 21 - LABOR-MANAGEMENT MEETINGS

(A) A joint Labor-Management Committee may meet at least on a quarterly basis, at times which are to be determined between the President of the Association (or designee), and the Director of Human Resources Department (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.

(B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meetings 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 the safety and health of the employees in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that any modification of this Agreement reached through this procedure must be mutually agreed to in writing by the City and the Association.

(C) The Association shall designate a representative to serve as their liaison with the Director of Human Resources Department, or designee, for the purpose of selecting agenda items and organizing meetings. A minimum of seven (7) calendar days notice should be given by the City to the Association or the Association to the City to cancel a meeting. The Agenda(s) for each meeting will be prepared by the Association's representative and the City's representative. Copies will be available for the Association to pick up and distribute to Association representatives at least seventy-two (72) hours prior to the scheduled time of the meeting. Agendas submitted shall include the names of the representatives who will be in attendance. When such meetings are held during the Association's representatives' straight-time hours they shall not lose pay for the time spent in such meetings. Should these meetings extend beyond a representative's regularly scheduled workday or should the meeting be scheduled on a non-work day of a representative, the City will not compensate the employee /representative for such time. To facilitate the adjustment of work assignments, each of the Association's representatives will personally notify his/her immediate supervisor of the date and the time of any such meeting immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

(D) Minutes of the Labor-Management Committee meetings shall be prepared by the Director of Human Resources Department, or designee, and shall be reviewed and approved by the Association's representative. Copies of approved minutes will be available for the Association to pick up and are distributed within one week of each meeting.

ARTICLE 22 - SAFETY AND HEALTH

(A) The City and the Association agree that all work shall be performed in compliance with all federal, state, and local laws and policies of the City.

(B) The City shall discuss through the Labor-Management meetings all new or proposed changes to policies and practices that affect the safety of the employees at least thirty (30) days prior to the proposed implementation of the policy.

(C) The City shall make no policy that affects the safety of the employees without first discussing the policy with the Association.

ARTICLE 23 - RESERVE OFFICER PROGRAM

(A) The parties agree that a reserve officer program will be established by the department to assist commissioned staff in the performance of their official duties. Reserve officers will not be used to replace commissioned staff nor will they be allowed to work more than twenty (20) hours in a given month. Reserve officers will be unpaid volunteers and serve at the pleasure of the department and may be separated from the department at any time the department determines that such separation is in the best interest of the City.

(B) At no time will the number of reserve officers retained by the Department of Public Safety exceed two (2) full time commissioned staff of the division to which they are assigned.

(C) At no time will the number of reserve officers retained by the Municipal Court exceed three (3) full time commissioned staff of the division to which they are assigned.

ARTICLE 24 – WAIVER

(A) 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.

(B) 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 25 - SAVINGS CLAUSE

(A) The City and the Association do agree that if any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 26 – PROMOTIONS

The following procedures will be followed when developing eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitments only.

(A) The City will provide forty-five (45) calendar days notice of the testing date for the promotional recruitment. The notice will be provided by Human Resources to the Union President for dissemination to the current Marshals.

(B) A written exam may include questions that are representative of the actual work to be performed. 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.

(C) The oral boards typically include law enforcement supervisors / leaders from outside agencies / entities and an internal panel which would include the Chief and Command Staff.

(D) The promotional lists will be arranged by score, from highest to lowest eligible score. Score will be taken out to two decimal places or to the nearest hundredth of a percent (e.g. 89.512 = 89.51; 79.346 = 79.35). Scores will not be rounded to the nearest whole number; therefore, any score of less than 70.00 will not be considered for placement on the eligible list. The final score will be a combination of the written exam and the oral board scores. In the event of tied scores, all names with identical scores will be considered as one. Employees will be notified by Human Resources of their final score and their placement on the eligible list.

(E) The top five (5) or twenty-five percent (25%), whichever is greater, of scoring candidates on an eligible list will be available to the department to fill vacancies. Final selection by Department Director will be made from the top five (5) or 25%. The twenty- five percent calculation, when utilized, will be rounded down rather than up (e.g. 25% of 15 candidates would be rounded down to three (3) candidates.

(F) After a name has been removed from the list as the result of a promotion or for other reasons, the next highest scoring applicant will become eligible for selection.

If either party has concerns regarding the administration of this procedure, the parties agree to meet and confer and make every reasonable effort to resolve the identified issue or concern.

ARTICLE 27 – DURATION

(A) This Agreement shall become effective 01 July 2020 at 0001 hours and shall run in full force and effect until 30 June 2022 at 2400 hours.

(B) "Evergreen Clause" the provisions of this contract shall remain in full force and effect even after the contracts expiration except that there will be no additional economic increases granted provided the parties are engaged in negotiations for a successor agreement.

DATE _____

CITY OF LAS VEGAS	LAS VEGAS POLICE PROTECTIVE ASSOCIATION METRO, INC.
BY_____	BY_____
Jorge Cervantes, City Manager	Steve Grammas, President LVPPA

Approved:_____
Carolyn Goodman, Mayor

Attest:_____
LuAnn Holmes, City Clerk

Approved as to Form:_____
Morgan D. Davis, Assistant City Attorney

LVPPA 2020-2022 Tentative Agreement
Estimated Fiscal Impact

	Projected Cost
Year 1 - Increase sick leave bonus eligibility period	18,000
Year 1 - $1,325 one-time cash payment to all eligible employees	140,450
Year 1 - Eliminate Tier 2 wage schedule for Sergeants. Move employees to Tier 1	7,000
YEAR 1 SUBTOTAL	165,450
Year 2 - 1.75% Cost of Living Adjustment (COLA)[1] for Tier 1 employees	87,547
Year 2 - 2.00% Cost of Living Adjustment (COLA)[1] for Tier 2 employees	115,925
Year 2 - Tier 2 PMB.6 wage schedule - Eliminate step 1	5,886
Year 2 - Tier 2 PMB.6 wage schedule - Add two additional steps to the top of wage schedule	4,531
YEAR 2 SUBTOTAL	213,889
TOTAL COST OF 2-YEAR AGREEMENT	**379,339**

[1] *Projected cost of COLA includes base wage, longevity, and PERS impact. Does not include other supplemental pays or vacant positions.*

LVPPA TENTATIVE AGREEMENT

March 17, 2021

Submitted at City Council
Date: 3/17/2021 Item: 29

Background

- LVPPA bargaining unit covers approximately 109 employees (Marshals)
- Negotiations started on January 7, 2021
- Agreement was reached after third meeting, on February 17, 2021
- **Two-year agreement: 7/1/20 – 6/30/22**

Wages

Year 1

- $1,325 one-time cash payment

Year 2

- 1.75% base wage increase for Tier 1 employees
- 2.00% base wage increase for Tier 2 employees

Other Economic Provisions

Year 1

- Increase sick leave bonus eligibility period
- Move Tier 2 Sergeants to Tier 1

Year 2

- Tier 2 Marshals wage schedule – eliminate step 1
- Tier 2 Marshals wage schedule – add two steps to the top of the range

Fiscal Impact

Estimated cost of Year 1:	$165,450
Estimated cost of Year 2:	$213,889
Total cost of 2-year agreement:	**$379,339**

Recognition

The City would like to thank the LVPPA Negotiating Team:

- Scott Nicholas – Vice President
- Kelly Sweeney – Director of Employee Relations
- Kevin DaRosa
- Matthew Long
- Jonathan Burdette

Questions / Comments?

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
30

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

SUBJECT:
RESOLUTIONS:

R-15-2021 - Discussion for possible action regarding a second Resolution adopting a temporary trade-in/exchange program for certain alcoholic beverage licenses - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
In August 2020, the City Council adopted Resolution R-37-2020 regarding a temporary trade-in/exchange program for certain alcoholic beverage licenses. That resolution expired at the end of December 2020. This Resolution will readopt the program to temporarily allow the holders of what are commonly known as “asset” alcoholic beverage licenses to trade in those licenses for, or use them as credit towards, another type of “asset” alcoholic beverage license. The program is intended to give relief to such businesses by alleviating some of the operating restrictions associated with their existing licensing and allow them more flexibility with their business needs. This Resolution will expire on June 30, 2021, unless otherwise extended or repealed.

RECOMMENDATION:
It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
1. Resolution No. R-15-2021

SECOND RESOLUTION ADOPTING A TEMPORARY TRADE-IN/EXCHANGE PROGRAM FOR CERTAIN ALCOHOLIC BEVERAGE LICENSES

WHEREAS, the COVID-19 pandemic has disrupted normal operations for many businesses, including those associated with alcoholic beverage licenses; and

WHEREAS, it is believed that the holders of some of those licenses would benefit from the flexibility to be able to operate under a different license category; and

WHEREAS, under current Code provisions and the City's interpretation thereof, the holders of licenses with an origination charge (commonly referred to as "asset licenses") are not allowed to trade in or exchange an asset license of one category for an asset license of another category; and

WHEREAS, on August 5, 2020, the City Council adopted Resolution R-37-2020, which temporarily adjusted the normal application of the licensing provisions by providing flexibility in the form of a temporary license trade-in/exchange program for alcoholic beverage licenses qualifying as "asset licenses," subject to certain limitations; and

WHEREAS, by its terms, Resolution R-37-2020 expired on December 31, 2020; and

WHEREAS, the City Council desires to adopt a similar resolution to again temporarily adjust the normal application of the licensing provisions as was previously accomplished with Resolution R-37-2020.

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NOW, THEREFORE, BASED UPON THE FOREGOING, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, to adopt the attached document. The program described in the attached document shall be effective upon adoption and shall terminate as of June 30, 2021, unless otherwise extended or repealed.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2021.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 3-1-21
_____
VAL STEED, Date
Deputy City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
31

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Adroushan (Andy) Armenian to 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. Mr. Armenian sits in a seat designated as the Mayor's appointment and was originally appointed to the board in 2008 by Mayor Oscar Goodman. He has the recommendation of the Parks and Recreation Director for reappointment, is eligible and wishes to continue to serve.

RECOMMENDATION:
Options are: That the City Council reappoint Mr. Armenian or advise staff to bring an item forward at a future meeting to consider a new nominee by the Mayor 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) (Reappt 3-3-2021)	2-20-2024
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 17, 2021

Agenda Item No.:
32

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Sondra Cosgrove to the Historic Preservation Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Historic Preservation Commission is comprised of members filling 10 different categories. Terms are for four years, with no limit to the number of terms that may be served. Ms. Cosgrove serves as the Category 6 member, Experienced in Nevada History, and was originally appointed in 2014. She is eligible to be reappointed, has the recommendation of the Planning Director and wishes to continue serving.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Ms. Cosgrove or direct staff to bring forward an item to a future meeting to appoint a new nominee.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

HISTORIC PRESERVATION COMMISSION

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE CRAIG PALACIOS *(Replaces Patrick Klenk, resigned)*	6-17-2020	12-31-2021
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING RICHARD SERFAS	12-19-2012 (Reappt. 3-19-14) (Reappt 9-5-18)	3-23-2022
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION DONALD L. HOTCHKISS JR.	11-2-2011 (Reappt. 12-4-13) (Reappt. 10-4-17)	9-19-2021
CATEGORY 4 -EXPERIENCED IN REAL ESTATE PROFESSION JACK LeVINE	3-2-2011 (Reappt. 2-18-15) (Reappt. 8-7-19)	3-8-2023
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP BOB STOLDAL	4-27-1998 (Reappt.-Reassigned from Cat. 7 – 3-3-10) (Reappt. 12-4-13) (Reappt 11-15-17)	12-31-2021
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY SONDRA COSGROVE	8-6-2014 (Reappt. 7-19-17)	3-24-2021

CATEGORY 7 – ALL MEMBERS IN CATEGORY 7 SERVE AS MEMBERS-AT-LARGE UNTIL THEY REPRESENT A HISTORIC DISTRICT DESIGNATION. WHEN THEY REPRESENT A DESIGNATED HISTORIC DISTRICT, THEY MUST EITHER OWN PROPERTY OR RESIDE WITHIN THAT DISTRICT.

1.	MICHELLE LARIME	7-19-2017	7-19-2021
2.	VACANT *(Replaces Claytee White, resigned)* (Historic Preservation Commission appointment recommendation)		5-17-2022
3.	MIA PALENCAR	12-5-2018	12-5-2022
4.	RHONDA LONG *(Replaces Sheila Collins, resigned)*	8-5-2020	8-7-2023

CATEGORY 8 - DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS
(Director)
Development Services Center
DIANE SIEBRANDT (**Designee**)

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE
VACANT (**Designee**)

CATEGORY 10 - ARCHEOLOGICAL PROFESSION COLLEEN M. BECK	6-15-2011 (Reappt. 6-17-15) (Reappt. 8-7-19)	6-15-2023

AUTHORITY: Bill No. 2010-4, Ord. 6079 created a new Category 10, reduced Category 7 from 4 members to 5 and made changes.

Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

TERM: 4 years

PURPOSE: Carry-on preservation activities in the City of Las Vegas for building, structures and places of historical and architectural significance.

MEMBERS: 13 members - 11 members appointed by the City Council; and Two ex-officio representatives: Director, Planning Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

CATEGORY:

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (After historic district designation, shall be filled by a person owning property and residing within the historic district if a person so qualified is available to serve. If no such person is available, a person who owns real property within the historic district may fill that position if a person so qualified is available to serve. If no such person is available to serve, any person may fill that position. If more than four historic districts have been designated as such pursuant to this subchapter, the City Council shall determine which four of the historic districts are to be represented on the HPC.)
8 DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

NOTES: Must fill unexpired terms if appropriate.

Each member must have a demonstrated interest in or knowledge of:

a) The history of the City of Las Vegas
b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12-31-2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday of each month at 12:00 P.M., except there is no meeting in November and December meetings are the 2nd Wednesday

MEETINGS: Six (6 Members) of the Commission constitute a quorum for the purpose of conducting business. A majority vote of members present, and voting, shall be necessary to approve any item of business. Any member shall have the right to make a motion except the Chair.

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 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 Almendra Johnson to a Ward 1 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 1 is entitled to appoint two representatives to the board. Mr. Eric Foemmel occupied one of the Ward 1 seats, and his term has expired. Ms. Johnson is eligible and wishes to serve.

RECOMMENDATION:
Options are: That Ward 1 appoint Ms. Johnson or advise staff to bring an item forward at a future meeting to consider a new nominee for the Ward 1 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) (Reappt 3-3-2021)	2-20-2024
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 17, 2021

Agenda Item No.:
34

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Felipe Ortiz to the Las Vegas-Clark County Library District Board of Trustees

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This board is comprised of five members appointed by the City Council and five members appointed by Clark County. Terms of office are for four years, and members are limited to two full terms. Membership on this Board requires City residency, and attendance is compensatory. Mr. Ortiz was appointed on July 10, 2013 to fill an unexpired term and reappointed in April 2017; he is eligible for reappointment and wishes to continue to serve on this Board.

RECOMMENDATION:
Procedure for this Board requires recommendation by any member of the City Council with Council ratification. Options are: Reappoint Mr. Ortiz or direct staff to bring back an item to a future City Council meeting and select a nominee to fill this seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

11-6-2019 Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

	MEMBERS	ORIG. APPT.	TERM EXPIRES
1.	BRIAN WILSON	5-15-2019	5-15-2023
2.	KEITH ROGERS (Replaces Dr. Constance Brooks, resigned)	11-6-2019	4-3-2023
3.	FELIPE ORTIZ	7-10-2013 **(Reapp. 4-5-2017)**	4-7-2021
4.	MARILYN DRAKE	3-20-2013 **(Effect. 4-18-2013)** **(Reapp. 4-18-2017)**	4-18-2021
5.	ROBIN MUNIER	12-7-2011 **(Reapp. 3-20-2013)** **(Reapp. 4-18-2017)**	4-18-2021

AUTHORITY: Consolidated Library District created by the 1985 Legislature
S. B. 158, 2-18-85
NRS 379.0222
Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001 regarding Financial Disclosure requirement
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

TERM: 4 years (limited to 2 terms*)
(Must fill unexpired portion of terms, if appropriate)
*In March of 2009, the Consolidated Library District Attorney reversed the opinion made in 2003 that members may serve two four-year terms plus any unexpired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years. The new opinion removes the 10 year cap while maintaining the limit to two full terms in addition to any portion of an unexpired term to which the member has been appointed.

MEMBERS: 5 members appointed by the City Council
(County also appoints 5 members)

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

Members receive $40 per meeting, but not more than $80 per month.

Dr. Ronald Heezen, Executive Director
7060 W. Windmill Lane
Las Vegas, NV 89113
507-6186

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
35

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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:
ADOPTION at the April 7, 2021 City Council Meeting as a First Amendment pursuant to the March 15, 2021 Recommending Committee Meeting.

First Reading – 3/3/2021 First Publication – 3/25/2021

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 17, 2021

Agenda Item No.:
36

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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:
ADOPTION at the April 7, 2021 City Council Meeting pursuant to the March 15, 2021 Recommending Committee Meeting

First Reading – 3/3/2021 First Publication – 3/25/2021

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 17, 2021

Agenda Item No.:
37

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

SUBJECT:
NEW BILLS:

Bill No. 2021-11 - Amends the Symphony Park Design Standards to update and clarify the scope and processes relative to requests for minor deviations and waivers regarding the Design Standards. Proposed by: Tom Perrigo, Chief Operations and Development Officer

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the Symphony Park Design Standards to update and clarify the scope and processes relative to requests for minor deviations and waivers regarding the Design Standards. It was determined that existing language does not clearly or adequately distinguish between the two types of requests in terms of availability and scope.

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. 2021-11

BILL NO. 2021-11

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SYMPHONY PARK DESIGN STANDARDS TO UPDATE AND CLARIFY THE SCOPE AND PROCESSES RELATIVE TO REQUESTS FOR MINOR DEVIATIONS AND WAIVERS REGARDING THE DESIGN STANDARDS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Chief Operations and Development Officer

Summary: Amends the Symphony Park Design Standards to update and clarify the scope and processes relative to requests for minor deviations and waivers regarding the Design Standards.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Symphony Park Design Standards, adopted by means of Ordinance No. 6102, are hereby amended as set forth in Sections 2 and 3 of this Ordinance. Deleted material is shown by bracketing and new material by underlining.

SECTION 2: The Glossary that appears at the end of the Appendix to the Symphony Park Design Standards is amended by amending the definition of the term "Minor Deviation" to read as follows:

Minor Deviation: An adjustment of placement or location, not a wholesale elimination of a Design Standard requirement. This may include changes of +/- 5% from stated quantities, not otherwise required by ordinance. Minor deviations may also include substitutions of specific materials, products, or species required by the Design Standards. In order to approve a minor deviation, the Design Review Committee must determine that the deviation does not compromise the objectives of the Symphony Park Design Standards and is generally equivalent in the type, quantity, material, or finish of the item being substituted. Examples of deviations may include, but are not limited to, driveway or access locations, landscape placement, landscape species, street furniture, hardscapes, percentage of glazing, etc. **[**A minor deviation does not include any variation prohibited by LVMC Title 19.18.050(H).**]**

SECTION 3: The Glossary that appears at the end of the Appendix to the Symphony Park Design Standards is amended by amending the definition of the term "Waiver" to read as follows:

Waiver: [A deviation] Relief from the standards and guidelines[,] contained in this document, which the developer may request, and which [will be considered] may be granted by the City Council upon a recommendation by the Design Review Committee.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Symphony Park Design Standards the amendments set forth in Sections 2 and 3 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: 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 3-1-21
_____
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 17, 2021

Agenda Item No.:
38

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

SUBJECT:
NEW BILLS:

Bill No. 2021-12 - Amends LVMC 19.16.110(P) regarding the termination of special use permit approvals to clarify the circumstances under which a special use permit may be voided for failure to keep a related temporary business license in active status or convert it to a permanent business license. Proposed by: Tom Perrigo, Chief Operations and Development Officer

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 19.16.110(P) regarding the termination of special use permit approvals to clarify the circumstances under which a special use permit may be voided for failure to keep a related temporary business license in active status or convert it to a permanent business license. The bill is essentially a clean-up of language adopted in December 2018 that was not drafted to match the intent.

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. 2021-12

BILL NO. 2021-12

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 19.16.110(P) REGARDING THE TERMINATION OF SPECIAL USE PERMIT APPROVALS TO CLARIFY THE CIRCUMSTANCES UNDER WHICH A SPECIAL USE PERMIT MAY BE VOIDED FOR FAILURE TO KEEP A RELATED TEMPORARY BUSINESS LICENSE IN ACTIVE STATUS OR CONVERT IT TO A PERMANENT BUSINESS LICENSE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Chief Operations and Development Officer

Summary: Amends LVMC 19.16.110(P) regarding the termination of special use permit approvals to clarify the circumstances under which a special use permit may be voided for failure to keep a related temporary business license in active status or convert it to a permanent business license.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in 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 16, Section 110, Subsection (P), is hereby amended to read as follows:

P. Termination

1. Expiration for Failure to Exercise

a. A Special Use Permit which cannot be exercised except upon new construction that requires a building permit, and which is not exercised within the approval period, shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (a):

i. The "approval period" for a Special Use Permit is the time period specified in the

approval, if one is specified, and is two years otherwise.

ii. A Special Use Permit is exercised upon the issuance of a building permit for the new construction.

b. A Special Use Permit which does not require a building permit for new construction in order to be exercised, and which is not exercised within the approval period shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (b):

i. The "approval period" for a Special Use Permit is the time period specified in the approval, if one is specified, and is two years, otherwise.

ii. A Special Use Permit is exercised upon the approval of a temporary or permanent business license to conduct the activity, if one is required pursuant to LVMC Title 6. Where no business license is required, a Special Use Permit is deemed exercised if its exercise is expressly recognized:

A. In the form of, or in connection with, a Condition of Approval associated with a relevant or related application; or

B. By an action or communication of the Director.

2. Voiding of Special Use Permit. A Special Use Permit shall be void without further action if:

a. The Special Use Permit was issued for alcoholic beverage use and such use ceases for one hundred and eighty days or more, or twenty-four months or more if the building in which the use was being conducted has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God;

b. The Special Use Permit was issued for a use other than alcoholic beverage use and such use ceases for twelve months or more, or twenty-four months or more if the building in which the use was being conducted has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God.

c. A building permit that is required for the exercise of the Special Use Permit is allowed to expire and no new permit has been issued (or a reinstatement or reissuance of the expired permit) within the

"approval period" specified in Subparagraph (1)(a)(i) of this Subsection (P); or

d. A **[**required temporary or permanent business license that has been obtained for the location is not maintained in active status.**]** temporary business license that has been obtained for the use at the location in order to exercise the Special Use Permit is not maintained in active status and thereafter converted to a permanent license, unless a new business license for the use at that location is:

i. Obtained within the approval period specified in Subparagraph (1)(b)(i) of this Subsection (P);

ii. Maintained in active status; and

iii. Thereafter converted to a permanent license, if applicable.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.16.110 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.

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SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-1-21
_____
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 17, 2021

Agenda Item No.:
39

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

SUBJECT:
NEW BILLS:

Bill No. 2021-13 - Amends LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of “apartment house” to include structures with four dwelling units. Sponsored by: Councilman Brian Knudsen

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of “apartment house” to include structures with four dwelling units. The intent of the bill is to provide a proactive approach in efforts to promote the maintenance of safe and secure apartment and similar housing within the City.

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. 2021-13

BILL NO. 2021-13

ORDINANCE NO. _____

AN ORDINANCE AMENDING LVMC TITLE 16 TO ADD A NEW CHAPTER ESTABLISHING AN INSPECTION PROGRAM FOR CERTAIN NON-TRANSIENT LODGING PROPERTIES, INCLUDING CERTAIN RESIDENCE HOTELS/MOTELS; AMENDING VARIOUS PROVISIONS OF LVMC TITLE 6 TO PROVIDE PARALLEL LICENSING CHANGES, INCLUDING A CHANGE IN THE DEFINITION OF "APARTMENT HOUSE" TO INCLUDE STRUCTURES WITH FOUR DWELLING UNITS; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Brian Knudsen

Summary: Amends LVMC Title 16 to add a new chapter establishing an inspection program for certain non-transient lodging properties, including certain residence hotels/motels, and amends various provisions of LVMC Title 6 to provide parallel licensing changes, including a change in the definition of "apartment house" to include structures with four dwelling units.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 22 and consisting of Sections 10 to 60, inclusive, reading as follows:

16.22.010: The purpose of this Chapter is to encourage and facilitate the provision of safe, sanitary and affordable rental housing options for residents in the City. In addition to traditionally-developed rental properties, many properties within the City that were developed as motels or to provide transient lodging have been converted, in whole or in part, to operations such as apartment hotels, residence hotels, or similar properties that provide longer-stay options in the form of non-transient lodging. This Chapter is intended to provide for a program of inspection of this latter type of non-transient lodging. The program is designed not only to respond to complaints but to provide for routine periodic inspections with the goals of reducing substandard housing, promoting compliance with applicable codes, and helping safeguard health, property, safety and welfare.

16.22.020: (A) The provisions of this Chapter apply to all existing and future buildings or portions

thereof that function as converted non-transient lodging property, as defined in this Chapter. This Chapter is not an exclusive regulation of such housing within the City, but is intended to supplement, be cumulative with, and be in addition to other regulatory ordinances or enactments by government authorities having jurisdiction. The authority of the City to enforce the provisions of this Chapter is independent of and in addition to the authority of City officials to enforce any other provisions of this Code.

(B) Before conducting an initial inspection of any property under the authority of this Chapter, the City shall notify the owner of the property (and the property manager, if known) that the property is identified and considered to be a converted non-transient lodging property subject to this Chapter.

16.22.030: For purposes of this Chapter, the following definitions shall apply:

"Building" means a structure or part thereof.

"Call for service" means a call or request by a resident, visitor or operator for service in the form of a response by a law enforcement agency or emergency response agency. The term normally would not include calls such as emergency medical service calls, public information service requests, auto accidents, or police-initiated contact not involving criminal activity.

"Complaint" means a notification to the City of a violation or suspected violation of the City's Housing Code or of this Chapter.

"Converted non-transient lodging property" means an apartment house, extended stay hotel or motel, or residence hotel/motel, consisting of a structure or complex with at least four units available as part of the licensed property, that:

(1) Was constructed before January 1, 1981;

(2) Was originally or at some time in the past developed or operated as transient lodging; and

(3) Has since been converted to operate primarily or wholly as non-transient lodging. This type of property generally will carry the "H11" business category code designation within the City's business licensing records.

"Inspection" means the examination of exterior or interior areas of a structure for purposes of

determining compliance with applicable City codes and regulations.

"Non-transient lodging" or "non-transient lodging property" means a building or unit occupied or intended to be occupied as lodging primarily by persons who do not have residence elsewhere, who pay rent or other compensation, and the units of which do not qualify as transient lodging for purposes of this Chapter. The term typically would include buildings or units that are not subject to the payment of transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20, such as apartment houses, extended-stay motels or hotels, and residence hotels/motels. The burden of establishing that a building or unit does not qualify as non-transient lodging shall be on the owner or operator of the property.

"Property manager" means a person who is responsible for the daily operation of a non-transient lodging property, to include but not limited to, collecting rent, access and control of room keys, and serves as an on scene contact for enforcement officials.

"Transient lodging" or "transient lodging property" means a building or unit occupied or intended to be occupied as temporary lodging for transient guests who have residence elsewhere, who pay rent or other compensation, and whose rental of units is subject to the payment of transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20. The burden of establishing that a building or unit qualifies as transient lodging shall be on the owner or operator of the property.

16.22.040: (A) It is the intent of the City, through its Code Enforcement Section and other designated City staff, to inspect each converted non-transient lodging property at least once per calendar year. The purpose of such inspection is to determine whether the premises comply with all applicable ordinances and codes, including without limitation those relating to public nuisance, life safety, construction, zoning, health and licensing. Notwithstanding the City's intent to perform inspections, nothing in this Chapter shall be deemed to create any duty or obligation on the part of the City regarding inspections or enforcement activity.

(B) The City may require more frequent inspections if an annual or regular inspection reveals non-compliance with applicable ordinance and code provisions.

(C) The City's Code Enforcement Section and other designated officers and employees

are authorized to:

(1) Enter upon premises, consistent with Constitutional requirements, for the purposes of inspection and determining compliance with the provisions of this Chapter and other applicable ordinances and codes. In exercising the authority of this Paragraph (1), the City shall use best efforts to provide the property owner or property manager at least twenty-four hours' notice of a proposed inspection unless to do so would frustrate or be inconsistent with the purpose of the inspection as a means of protecting property or protecting the public and the health, safety or welfare of persons within or near the property.

(2) Provide notices of noncompliance, notices of violation, notices and orders to comply, and other similar methods leading up to and including the issuance of criminal citations.

(3) Provide notices of noncompliance, notices of violation, notices and orders to comply, and other similar methods leading up to and including the processing of civil violations in accordance with the procedural provisions of LVMC Chapter 9.04, LVMC 6.02.400 to 6.02.460, inclusive, as well as other applicable ordinances and statutes.

(4) Establish such additional programs for audit and inspection of housing units subject to this Chapter, as well as additional methods of encouraging and obtaining compliance.

(5) Establish and promote training programs for property owners, property managers and tenants regarding property management, property maintenance, rights and responsibilities, and other topics related to the purpose of this Chapter.

16.22.050: (A) It is unlawful for a property owner, property manager or agent to rent to or otherwise allow another to occupy a vacant unit of converted non-transient lodging property that is the subject of a pending enforcement action under this Chapter, unless and until the unit has been inspected by the City for code compliance and has passed such inspection.

(B) Except as otherwise provided in this Subsection (B), it is unlawful for a property owner, property manager or agent to rent to or otherwise allow another to occupy a vacant unit of converted non-transient lodging property unless the unit has been the subject of a completed annual inspection referred to in Subsection (A) of LVMC 16.22.040. Notwithstanding the preceding sentence, such a unit may be rented

or made available if:

(1) The failure of a completed annual inspection was not caused by the fault, lack of diligence, or lack of cooperation on the part of the property owner, property manager or agent; and

(2) The City's Code Enforcement Section authorizes the unit to be rented or made available pending inspection.

(C) It is unlawful for a property owner, property manager or agent to violate any provision of this Chapter.

(D) A violation of this Section or any provision of this Chapter may be prosecuted by means of a criminal prosecution, a civil proceeding, or a combination thereof. In addition to any civil remedy otherwise available, the City may proceed by means of the process for civil violations set forth in LVMC 6.02.400 to 6.02.460, inclusive. In such a proceeding, any reference to the "Department" in LVMC 6.02.400 to 6.02.460, inclusive, shall pertain to the Code Enforcement Section or any other department assigned to enforce this Chapter.

(E) As a matter of information only, State law prohibits retaliatory action by a landlord against a tenant under the circumstances described by that law.

16.22.060: Upon notice and an opportunity to be heard, the City is authorized to do any of the following with regard to a converted non-transient lodging property:

(A) Take disciplinary action against an associated business license under LVMC Title 6 or revoke an associated land use entitlement under LVMC Title 19 for the following:

(1) Excessive calls for service to the property with inadequate response by management, owners or operators; or

(2) Frequent findings of code violations and frequent violation-related inspections.

(B) Condition the retention of an associated business license upon quarterly inspections (or other frequency) for a specified period of time.

SECTION 2: Title 6, Chapter 2, Section 20, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.020: (A) The Department shall have the jurisdiction to investigate and enforce the provisions of this Title, Title 9, Chapter 16.22, and the provisions of Title 19 as they relate to the use of land by, and impact of, businesses, professions and occupations.

(B) The Department shall have all powers which may be necessary or appropriate for a complete and effective exercise of its jurisdiction, including, but not limited to:

(1) The power to enter and inspect the licensed premises at any time during the business hours of the licensee;

(2) The power to examine and audit all books and other business records of a principal, licensee, applicant, or their employees or other persons acting under their control for purposes of determining ownership, the proper payment of license fees, and other issues relating to compliance with this Title;

(3) The power to apply for and execute administrative search warrants based upon reasonable suspicion of a violation of this Title, Title 9, Chapter 16.22 or Title 19;

(4) The power to issue citations pursuant to the provisions of NRS Chapter 171 for violations of this Title, Title 9, Chapter 16.22 or Title 19;

(5) The power to issue, revoke, suspend or deny a business license, or temporary business license, as provided in this Chapter;

(6) The authority to make expenditures as reasonably necessary to investigate a violation of this Title, Title 9, Chapter 16.22 or Title 19; and

(7) The power to assess the following to a licensee for re-inspections after the initial inspection reveals violations of this Title, Title 9, Chapter 16.22 or Title 19:

(a) A service charge of ninety dollars for the initial re-inspection, if the licensee or its representative has not corrected or caused the correction of all violations to the Department's satisfaction by the established re-inspection date, such charge to reflect the partial cost of staff time and City resources;

(b) A service charge of one hundred twenty dollars for each subsequent re-inspection until all violations have been corrected to the Department's satisfaction, such charge to reflect the partial cost of staff time and City resources; and

(c) An administrative fee of ten percent of the amount of service charges assessed under Subparagraphs (a) and (b) above, to cover administrative costs of billing and receipting;

(C) The Department shall provide the licensee or its representative an appropriate billing to reflect service charges and administrative fees assessed under Paragraph (7) of Subsection (B) above. The billing shall include the date by which payment must be made, which must be at least sixty days after the billing is provided. If payment is not made by the date specified, the City may proceed to collect the amounts assessed in accordance with LVMC 6.02.250. Notwithstanding the provisions of this Subsection (C), the licensee or its representative may appeal the assessment of service charges and administrative fees, including the underlying determination that violations have occurred, by filing a written appeal with the Department within ten days after the billing is provided to the licensee or its representative. A hearing on the appeal will be conducted by the City Manager (or the City Manager's designee) within ten days after the appeal is filed, unless otherwise agreed to by the licensee and the person conducting the hearing. The period for payment is tolled during the pendency of an appeal.

(D) The Department is authorized to require identification or other information from a principal, licensee, applicant, or their employees or other persons acting under their control, at any time in furtherance of the exercise of its jurisdiction.

(E) During the course of investigating any crime or assisting in the enforcement of this Code, Metro has concurrent jurisdiction and authority to issue citations for the violations of this Title, Title 9, Chapter 16.22 or Title 19.

SECTION 3: Title 6, Chapter 9, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.09.010: For purposes of this Chapter:

(A) "Apartment house" means a structure which contains [five] four or more apartment dwelling units and which does not qualify as a townhouse dwelling, residence [hotel,] hotel/motel, condominium, or multiple-unit structure that is owned cooperatively or in common.

(B) "Landlord training program" means a landlord training program offered by the Las Vegas Metropolitan Police Department in connection with its Las Vegas Crime Free Multi-Housing Program.

(C) "Licensee" means a person who is licensed under the provisions of this Chapter.

(D) "Operator of an apartment house" means a person who operates or manages an apartment house. For purposes of ensuring that the provisions of this Chapter are met for each apartment house, the term also includes a person who owns the apartment house or the land on which the apartment house is located if that person also is engaged in the operation or management of the apartment house.

SECTION 4: Title 6, Chapter 9, Section 15, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.09.015: Each operator of an apartment house shall pay an annual licensing fee based upon the schedule set forth in this Section. However, in the case of a group of apartment houses which are contiguous to each other, the contiguous group shall be treated as one apartment house for the purpose of this Section. No more than one fee is required to be paid under this Section for each apartment house.

Number of Apartment House Rooms	Fee
[5] 4 to 10	$75.00
Over 10	$75.00 plus $5.00 for each additional apartment in excess of 10

SECTION 5: Title 6, Chapter 9, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 60, reading as follows:

6.09.060: As a matter of information only, State law prohibits retaliatory action by a landlord against a tenant under the circumstances described by that law.

SECTION 6: Title 6, Chapter 46, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.46.010: "Landlord training program" means the landlord training program defined in LVMC

6.09.010.

"Non-transient lodging" or "non-transient lodging property" means a building or unit occupied or intended to be occupied as lodging primarily by persons who do not have residence elsewhere, who pay rent or other compensation, and the units of which do not qualify as transient lodging for purposes of this Chapter. The term typically would include buildings or units that are not subject to the payment of taxes on transient lodging charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20, such as apartment houses, extended-stay motels or hotels, and residence hotels/motels. The burden of establishing that a building or unit does not qualify as non-transient lodging shall be on the owner or operator of the property. The City may deem a property to be non-transient lodging for purposes of this Chapter if the owner or operator is unable to document the collection and payment of the transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20.

"Operator" means any person who owns, leases, controls, manages or operates an establishment that rents or holds out for rent guestrooms on a daily or less-than-weekly basis.

"Property manager" means a person who has a current, valid State-issued permit to operate as a property manager and who is responsible for the daily operation of a non-transient lodging property, to include but not limited to, collecting rent, access and control of room keys, and serves as an on scene contact for enforcement officials.

"Residence hotel/motel" means a complex of multiple dwelling units used or designed for extended-stay lodging or long-term occupancy, in which:

(1) The dwelling units consist of efficiency units or suites with a complete kitchen;

(2) Customary hotel/motel services are provided, such as linen service, maid service, telephone service and furniture upkeep;

(3) Additional resident/guest amenities may be provided, including meeting rooms, club house facilities or recreational facilities; and

(4) A majority of the revenue derived from the rental of lodging

accommodations is not subject to the transient lodging taxes charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20.

"Transient lodging" means a building or unit occupied or intended to be occupied as temporary lodging for transient guests who have residence elsewhere, who pay rent or other compensation, and whose rental of units is subject to the payment of taxes on transient lodging charged pursuant to NRS Chapter 268 and LVMC Chapter 4.20. The burden of establishing that a building or unit qualifies as transient lodging shall be on the owner or operator of the property.

SECTION 7: Title 6, Chapter 46, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.46.020: (A) Except as otherwise provided in Subsection (B), no person shall engage in the business of operating a hotel, motel, residence hotel/motel, or other establishment that rents or holds out for rent rooms or other temporary accommodations on a daily basis or for a period of thirty days or less, with or without meals included in the rental rate, without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Chapter.

(B) The provisions of Subsection (A) do not apply to a short-term residential rental subject to licensing under LVMC Chapter 6.75.

SECTION 8: Title 6, Chapter 46, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 155, reading as follows:

6.46.155: (A) Each non-transient lodging property with twelve units or more must have a property manager living onsite. The property manager must have access to every room on the property so as to provide access for first responders and enforcement personnel.

(B) Each of the following shall be required to complete the landlord training program at least once every twenty-four months:

(1) Each property manager, except that this requirement may be waived for a property manager licensed under NRS Chapter 645 who can document having received equivalent training

with other licensing, permitting or certification requirements.

(2) For properties that do not have a property manager, at least one person qualifying as an operator of the property.

(C) Each property manager must obtain and maintain a valid work card, which shall be made available on the premises in connection with any scheduled inspection of the property, and otherwise upon request.

SECTION 9: Title 6, Chapter 86, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.050: Applicants for a work card for the following are subject to the provisions of Section 6.86.060:

(A) Employees of adult nightclub establishments licensed under Chapter 6.06B;

(B) Employees of erotic dance establishments licensed under Chapter 6.35;

(C) Employees of [medical marijuana establishments and marijuana] establishments licensed under Chapter 6.95; [and]

(D) Employees of social use venues licensed under Chapter 6.96[.]; and

(E) Property managers required to have a work card pursuant to Chapter 6.46.

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.

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:

Val Steed 3-1-21
_____
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 17, 2021

Agenda Item No.:
40

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

SUBJECT:
NEW BILLS:

Bill No. 2021-14 - Amends LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties. Sponsored by: Councilman Stavros S. Anthony

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties. The bill will more closely align the City's animal cruelty provisions with State law on the subject. In addition, the bill will amend the penalty provisions for animal cruelty convictions to authorize (or require, in some cases) that the defendant be prohibited from owning an animal for a specified period.

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. 2021-14

BILL NO. 2021-14

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 7.32.160 AND 7.44.040 TO UPDATE PROVISIONS REGARDING ANIMAL CRUELTY AND RELATED PENALTIES, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Amends LVMC 7.32.160 and 7.44.040 to update provisions regarding animal cruelty and related penalties.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 7, Chapter 32, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.32.160: It shall be a misdemeanor to: [confine an animal in any cage, coop, or fence barrier of a size deemed insufficient by the Animal Control Officer, or to restrict any animal by leash, cord, or chain of a length deemed insufficient for that type of animal by the Animal Control Officer.]

(A) Restrain a dog in violation of NRS 574.100; or

(B) Confine an animal in any cage, coop, or fence barrier of a size deemed insufficient by the Animal Control Officer, or to restrict any animal by leash, cord, or chain of a length deemed insufficient for that type of animal by the Animal Control Officer.

SECTION 2: Title 7, Chapter 44, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.44.040: (A) Any person owning, possessing or having the care, custody and control of any animal, who:

(1) Wilfully refuses, fails or neglects to furnish to the Animal Regulation Officer or an Animal Control Officer the information required under this Title;

(2) Wilfully refuses, fails or neglects to cause said animals to be registered and pay said registration fee at the time and in the manner herein provided;

(3) Wilfully refuses, fails or neglects to perform any act or pay any other fee or

charge required by this Title to be performed or paid;

(4) Resists, interferes with or prevents the Animal Regulation Officer or an Animal Control Officer in the exercise of their duties; or

(5) Violates any of the provisions of Chapters 7.04 to 7.44, is guilty of a misdemeanor.

(B) Any person who violates any provision of Section 7.32.010, Section 7.32.030, Section 7.32.120, [or] Section 7.32.130, Section 7.32.160, or any provision of Subsections (1), (2), (3) or (5) of NRS 574.100 is guilty of a misdemeanor and:

(1) For the first offense within the immediately preceding seven years, shall be sentenced to imprisonment for a term of not less than two days nor more than six months; the performance of community service of not less than forty-eight hours nor more than one hundred twenty hours, and a fine of not less than two hundred dollars nor more than one thousand dollars. A term of imprisonment imposed pursuant to this paragraph may be served intermittently at the discretion of the judge, except that each period of confinement must be not less than four consecutive hours and must occur at a time when the person is not required to be at his place of employment or on a weekend;

(2) For the second offense or subsequent offense within the immediately preceding seven years, shall be sentenced to imprisonment for a term of not less than ten days nor more than six months; the performance of community service of not less than one hundred hours nor more than two hundred hours, and a fine of not less than five hundred dollars nor more than one thousand dollars.

(C) In addition to any other fine or penalty provided in Subsection (B), a person who violates any provision [of Section 7.32.010 or Section 7.32.130] described in Subsection (B) shall be ordered to pay restitution for all costs associated with the care and impoundment of any mistreated animal, including without limitation money expended for veterinary treatment, feed and housing.

(D) In connection with the imposition of any sentence pursuant to this Section, the court: [may order the defendant to surrender ownership or possession of the mistreated animal.]

(1) May order the defendant to surrender ownership or possession of the

mistreated animal;

(2) Except as otherwise provided in Paragraph (3) below, may enter an order prohibiting the defendant from harboring, owning, possessing, keeping or exercising control over any animal; from residing in any household where an animal is present; and from working at or volunteering for a business, animal shelter or other place where the person may access an animal, for a period not to exceed four years; and

(3) In a case where the mistreated animal died as a result of the mistreatment, must enter an order prohibiting the defendant from harboring, owning, possessing, keeping or exercising control over any animal; from residing in any household where an animal is present; and from working at or volunteering for a business, animal shelter or other place where the person may access an animal, for a period of at least two years and not to exceed five years, beginning either on the date of conviction or, in the case of a suspended sentence, at such other time as is determined by the court.

(E) If a person who owns, possesses or has custody, care and control of an animal resists, interferes with or prevents the Animal Regulation Officer or an Animal Control Officer in the exercise of their duties, or violates any of the provisions of Chapters 7.04 to 7.44, inclusive, the animal may be impounded in accordance with the provisions of this Title.

(F) The City is authorized to treat a violation of the following provisions of this Title as a civil infraction, which shall then subject the violator to a civil penalty in accordance with the provisions of Sections 7.44.060 to 7.44.120, inclusive:

(1) Section 7.08.010 (relating to animal licensing);

(2) Section 7.08.090 (relating to license tags);

(3) Section 7.08.140 (relating to dog limitations);

(4) Section 7.08.160 (relating to cat limitations);

(5) Section 7.12.010 (relating to rabies vaccinations);

(6) Section 7.14.010 (relating to unspayed/unneutered animals);

(7) Section 7.20.020 (relating to unspayed female animals during copulating

season);

(8) Section 7.36.010 (relating to noise annoyance);

(9) Section 7.36.020 (relating to animal interference, damage, etc.);

(10) Section 7.36.030 (relating to animals at large), if the violation is witnessed by the Animal Regulation Officer or an Animal Control Officer;

(11) Section 7.36.040 (relating to animal waste);

(12) Section 7.36.050 (relating to animal restraint and sanitation);

(13) Section 7.38.040 (relating to hogs and pigs);

(14) Section 7.38.041 (relating to potbellied pigs);

(15) Section 7.38.042 (relating to potbellied pigs);

(16) Section 7.38.043 (relating to potbellied pigs);

(17) Section 7.38.050 (relating to poultry and birds);

(18) Section 7.38.060 (relating to rabbits);

(19) Section 7.38.070 (relating to owner responsibilities); and

(20) Section 7.38.100 (relating to wild animal permits).

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon

conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-2-21
_____
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 17, 2021

Agenda Item No.:
41

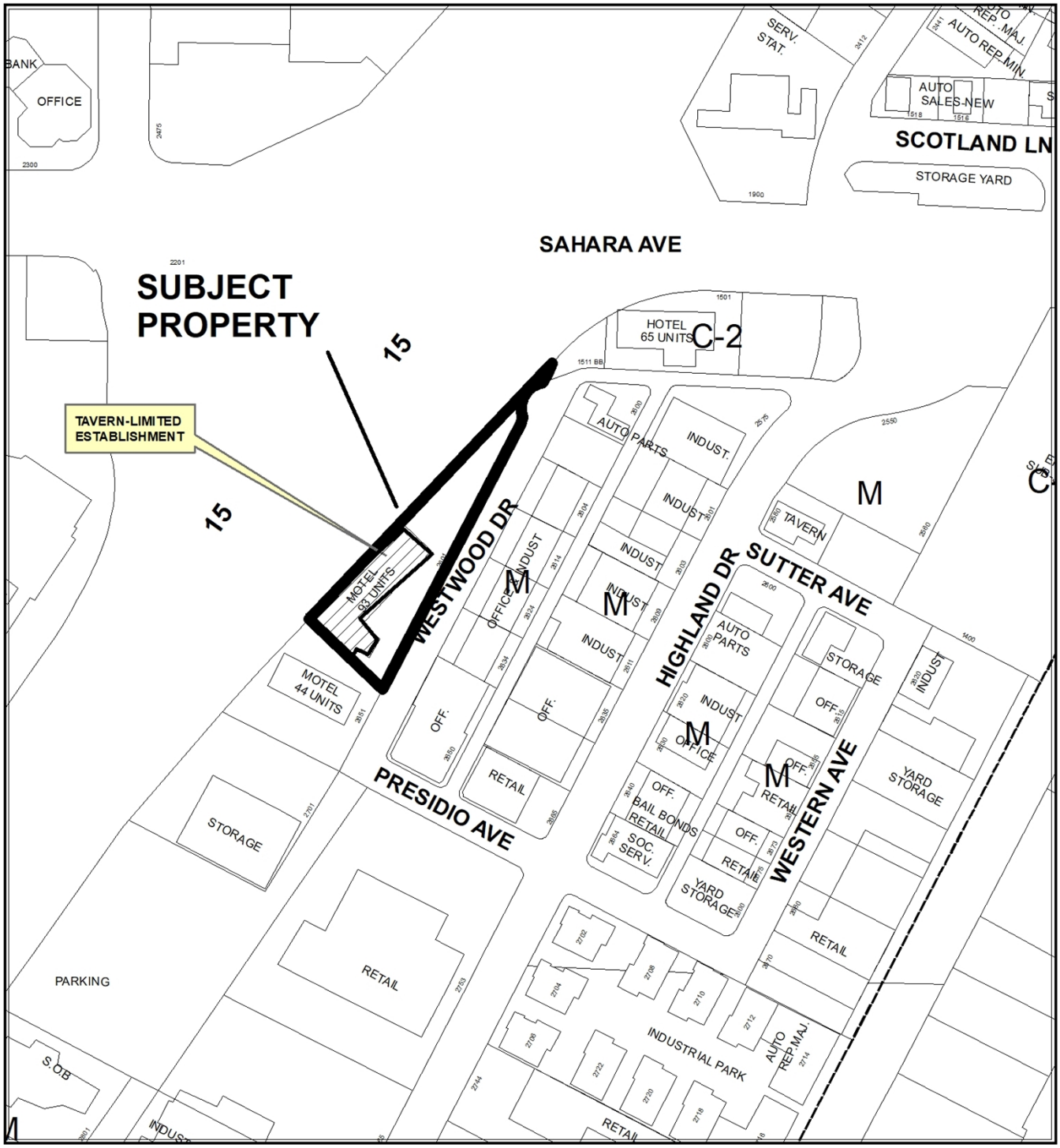
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0363 - APPLICANT/OWNER: NEVADA LAND DEALS, LLC - For possible action on the following Land Use Entitlement project requests on 1.27 acres at 2601 Westwood Drive (APN 162-09-102-005), M (Industrial) Zone, Ward 1 (Knudsen). The Planning Commission (7-0 vote) and Staff recommend APPROVAL 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:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Special Map
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Planning Commission Approval Letter - EOT-75228



0 205 410 Feet

CASE: 20-0363

ZONING OF SUBJECT PROPERTY: M (Industrial)

N



CASE: 20-0363

ZONING OF SUBJECT PROPERTY: M (Industrial)

0 205 410 Feet

N



20-0363

Tavern-Limited Establishment

Business Licenses

- Tavern
- Tavern-Limited
- Urban Lounge
- Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- Child Care/ Children Facility
- Private Schools
- Entertainment District
- Subject Property

N

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

Date: Monday, December 21, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: NEVADA LAND DEALS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0363-EOT1	Staff recommends APPROVAL, subject to conditions:	
20-0363-EOT2	Staff recommends APPROVAL, subject to conditions:	20-0363-EOT1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

AS

** CONDITIONS **

20-0363-EOT1 CONDITIONS

Planning

1. This approval shall expire on January 10, 2023 unless another Extension of Time is approved by the City of Las Vegas.

2. Conformance to the Conditions of Approval for Special Use Permit (SUP-67897) and all other 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.

20-0363-EOT2 CONDITIONS

Planning

1. This approval shall expire on January 10, 2023 unless another Extension of Time is approved by the City of Las Vegas.

2. Conformance to the Conditions of Approval for Site Development Plan Review (SDR-67901) and all other 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

This is the second request for Extensions of Time for a previously approved Special Use Permit (SUP-67897) and Site Development Plan Review (SDR-67901) for a 3,151 square-foot tavern-limited establishment use with 4,063 square feet of outdoor seating area and a proposed 3,151 square-foot expansion and renovation of an existing hotel building on 1.27 acres at 2601 Westwood Drive.

ISSUES

- This is the second request for Extensions of Time that were submitted on 12/21/20.
- In January 2017, the Planning Commission approved the following land use entitlement projects:
    - A Special Use Permit (SUP-67897) for a 3,151 square-foot Tavern-Limited Establishment use with 4,064 square feet of outdoor seating area.
    - A Site Development Plan Review (SDR-67901) for a 3,151 square-foot expansion and renovation of an existing hotel building.
- Prior applications for Extensions of Time (EOT-75228 and EOT-75229) were approved by the Planning Commission in February 2019, with the expiration date of 01/10/21.

ANALYSIS

In January 2017 the Planning Commission approved a Special Use Permit (SUP-67897) and Site Development Plan Review (SDR-67901) for a 3,151 square-foot tavern-limited establishment use with 4,063 square feet of outdoor seating area and a proposed 3,151 square-foot expansion and renovation of an existing hotel building at 2601 Westwood Drive. The applicant is proposing to extend the approval periods for SUP-67897 through 20-0363-EOT1 and SDR-67901 through 20-0363-EOT2. These are the second requests for Extensions of Time.

Title 19.16 of the Unified Development Code deems a Special Use Permit and Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on the site; as none have been issued the Special Use Permit and Site Development Plan Review are set to expire. The applicant is requesting an Extension of Time to ensure the Special Use Permit and Site Development Plan Review do not expire. In the submitted justification letter date stamped on 12/14/20, the applicant is requesting the Extension of Time due to the COVID-19 pandemic and to allow conformance with the city's updated building code regulations. Staff supports this request, as the proposed development can still actively contribute to the surrounding commercial land uses.

FINDINGS (20-0363)

Pursuant to Title 19.16.100 and 19.16.110, a Site Development Plan Review and Special Use Permit are deemed exercised upon the issuance of a building permit for new construction. Building permits have been submitted and are currently under review. Since no building permits have been issued, Extensions of Time are necessary. If denied, the land entitlements will have expired on 01/10/21.

These Extensions of Time requests will not jeopardize public health, safety, and welfare; therefore, staff recommends approval of this request subject to a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/12/61	The Board of City Commissioners approved a request for Rezoning (Z-0062-60) from R-E (Residence Estates) to M-1 (Light Industry) on property generally located south of San Francisco (Sahara Avenue) between Highland Drive and the proposed freeway (I-15).
10/28/93	The Planning Commission approved a request for a Plot Plan [Z-0062-60(1)] to review building elevations.
05/12/97	The City Council approved a request for a Variance (V-0025-97) to allow a 14-foot by 48-foot Off-Premise Sign to be approximately 200 feet from another billboard where 300 feet is the minimum setback required at 2501 Westwood Drive. The Board of Zoning Adjustment recommended denial.
04/16/03	The City Council approved a request for a Special Use Permit (SUP-1499) for a proposed 40-foot tall, 24-foot by 26-foot Off-Premise Sign (Billboard) adjacent to the east side of Interstate 15, approximately 580 feet south of Sahara Avenue. The Planning Commission recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/17/03	The City Council approved a request for a Special Use Permit (SUP-3140) for a proposed 55-foot tall, 24-foot by 26-foot Off-Premise Sign (Billboard) adjacent to the east side of Interstate 15, approximately 580 feet south of Sahara Avenue. The Planning Commission recommended approval.
04/19/06	The City Council approved a request for a Required Review (RQR-11401) of an approved Special Use Permit (SUP-3140) for a 55-foot tall, 26-foot by 24-foot Off-Premise Sign at 2601 Westwood Drive. The Planning Commission recommended approval.
05/17/16	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission recommended approval.
04/15/09	The City Council approved a request for a Required Review (RQR-33271) of an approved Special Use Permit (SUP-3140) for a 55-foot tall, 26-foot by 24-foot Off-Premise Sign at 2601 Westwood Drive. The Planning Commission recommended approval.
09/10/12	The Department of Planning administratively approved a Minor Site Development Plan Review (SDR-46697) for a 1.145-foot by 5.56-foot embellishment for an Off-Premise Sign at 2601 Westwood Drive.
12/19/12	The City Council approved a request for a Required Review (RQR-46132) of an approved Special Use Permit (SUP-3140) for a 55-foot tall, 26-foot by 24-foot Off-Premise Sign at 2601 Westwood Drive.
12/16/15	The City Council approved a request for a Required Review (RQR-59004) of an approved Special Use Permit (SUP-3140) for a 55-foot tall, 26-foot by 24-foot Off-Premise Sign at 2601 Westwood Drive.
01/10/17	The Planning Commission approved a request for a Special Use Permit (SUP-67897) for a 3,151 square-foot Tavern-Limited Establishment use with 4,063 square feet of outdoor seating area at 2601 Westwood Drive. Staff recommended approval of the request.
	The Planning Commission approved a request for Site Development Plan Review (SDR-67901) for a proposed 3,151 square-foot expansion and renovation of an existing hotel building at 2601 Westwood Drive. Staff recommended approval of the request.
02/12/19	The Planning Commission approved the first request for an Extension of Time (EOT-75228) for a Special Use Permit (SUP-67897) to allow a 3,151 square-foot Tavern-Limited Establishment use with 4,063 square feet of outdoor seating area at 2601 Westwood Drive. Staff recommended approval of the request.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/12/19	The Planning Commission approved the first request for an Extension of Time (EOT-75229) for a Site Development Plan Review (SDR-67901) for a proposed 3,151 square-foot expansion and renovation of an existing hotel building at 2601 Westwood Drive. Staff recommended approval of the request.
02/09/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 1.27 acres at 2601 Westwood Drive (APN 162-09-102-005), M (Industrial) Zone, Ward 1 (Knudsen). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project. • 20-0363-EOT1 - Second Extension of Time of an approved Special Use Permit (SUP-67897) FOR A 3,151 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE WITH 4,063 SQUARE FEET OF OUTDOOR SEATING AREA. • 20-0363-EOT2 - Second Extension of Time of an approved Site Development Plan Review (SDR-67901) FOR A PROPOSED 3,151 SQUARE-FOOT EXPANSION AND RENOVATION OF AN EXISTING HOTEL BUILDING.

Most Recent Change of Ownership	
03/29/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1979	The building at 2601 Westwood Drive was constructed.
05/27/04	A Code Enforcement case (#15680) was processed for graffiti on the building at 2601 Westwood Drive. The case was closed on 06/10/04.
02/28/06	A Business License (#H05-01029) was issued for a Hotel at 2601 Westwood Drive. The license was marked out of business on 04/14/10.
05/05/06	A Code Enforcement case (#40964) was processed for maintenance issues at 2601 Westwood Drive. The case was closed on 05/23/06.
04/24/07	A Code Enforcement case (#52522) was processed for graffiti on the building at 2601 Westwood Drive. The case was closed on 04/25/07.
02/18/09	A Building Permit (#132808) was issued for a 'final inspection only' for an Off-Premise Sign at 2601 Westwood Drive.
08/15/11	A Business License (#H05-01036) was issued for a 93-room Hotel (Claremont Hotel Las Vegas) at 2601 Westwood Drive. The license was marked inactive on 11/19/14.
	A business license (#G50-05812) was issued for General Retail Sales (Claremont Hotel Las Vegas) at 2601 Westwood Drive. The license was marked inactive on 11/19/14.

AS

Related Building Permits/Business Licenses	
04/23/18	A Building Permit (C17-00138) was issued for a tenant improvement for concrete stabilization at 2601 Westwood Drive.
03/07/19	A Building Permit (C19-00992) was issued for electrical service to a pylon sign at 2601 Westwood Drive.
12/23/19	A Building Permit (C19-03346) was issued for a tenant improvement for foundation repair to an existing building at 2601 Westwood Drive.
12/10/20	A Building Permit (C20-04724) is currently being reviewed for a new two-story café with a basement, a pool restroom remodel, and the remodel of an existing hotel lobby and upper floors at 2601 Westwood Drive.

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	
01/20/21	A routine field check was conducted by staff; staff found an abandonded hotel building with boarded and missing windows. Nothing was noted of concern.

Details of Application Request	
Site Area	
Net Acres	1.27

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel, Motel, or Hotel Suites	C (Commercial)	M (Industrial)
North	Interstate 15	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Facility to Provide Testing, Treatment, or Counseling for Drug or Alcohol Abuse	C (Commercial)	M (Industrial)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Printing and Publishing	LI/R (Light Research/ Industry)	
	Custom and Craft Work		
	Building Maintenance Service and Sales		
	Auto Repair Garage, Minor		
West	Interstate 15	ROW (Right-of-Way)	ROW (Right-of-Way)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
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 Downtown Centennial Plan, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Setbacks			
• Front	70% along property line	0%	Y*
• Side	N/A	0 Feet	Y
• Corner	70% along property line	N/A	Y
• Rear	N/A	8 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

**The existing building at 2601 Westwood Drive was constructed prior to the establishment of the Downtown Centennial Plan Development Standards.*

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Westwood Drive	Local Street	Title 13	60	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	
Hotel, Motel or Hotel Suites with Accessory Tavern-Limited Establishment	95 Units	One space per guest room	95				
TOTAL SPACES REQUIRED			95		46		Y*
Regular and Handicap Spaces Required			91	4	44	2	Y*

*Projects located within the Downtown Las Vegas Centennial Plan 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.

**The subject site was included in the Downtown Las Vegas Centennial Plan at the time of original approval in 2017. The subject site was located in the Industrial Corridor District. This plan is no longer used since the adoption of the Appendix F Interim Downtown Las Vegas Development Standards in May 2018. If these Extensions of Time requests were denied, the subject site would need to be in conformance with the Title 19.12 parking requirements.

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 for Special Use Permit

Project Address (Location) 2601 Westwood Dr. Las Vegas, NV 89109

Project Name LasVegas.Net Hotel **Proposed Use** Hotel & Restaurant

Assessor's Parcel #(s) 162-09-102-005 **Ward #** _____

General Plan: Existing X Proposed _____ **Zoning:** Existing X Proposed _____

Additional Information The palns have been updated to 2018 Buiding codes and submitted to City Last Week.

Property Owner Nevada Land Deals, LLC dba LasVehas.Net Hotel **Contact** Marty Mizrahi

Address 2595 Fremont Street City Las Vegas State NV Zip 89104

E-mail Marty@lV.Net Phone 702-900-0000

Applicant Nevada Land Deals, LLC dba LasVehas.Net Hotel **Contact** Andrew McNeil

Address 2595 Fremont Street City Las Vegas State NV Zip 89104

E-mail Andrew@LV.Net Phone 702-900-0000

Representative N/A **Contact** _____

Address _____ City _____ State _____ Zip _____

E-mail _____ Phone _____

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 MM

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name MARTY MIZRAHI

Subscribed and sworn before me

This 14 day of December, 20 20

Alinda Miller Clark County Nevada

Notary Public in and for said County and State

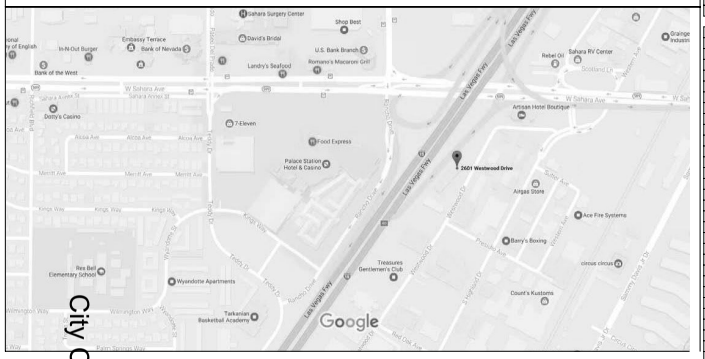
ALINDA MILLER
Notary Public-State of Nevada
APPT. NO. 17-2331-1
My Appt. Expires 04-18-2021

20-0363
12/14/2020

Las Vegas.Net Hotel

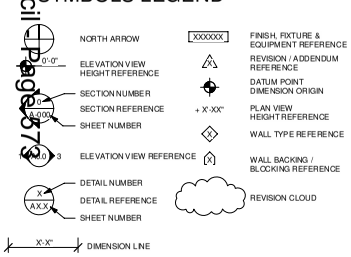
Poolside Cafe

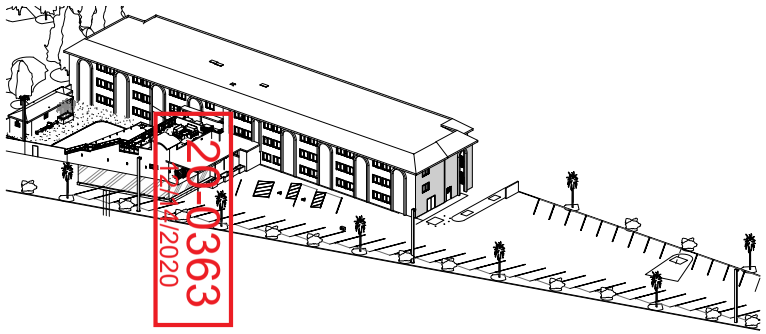
VICINITY MAP



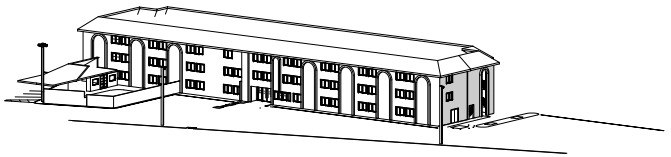
NOTE: SEE PAGE A0.01 FOR ALL CITY OF LAS VEGAS APPLICABLE CODES

SYMBOLS LEGEND





2 Proposed



1 Existing

Drawing Sheet Index

Sheet Number	Sheet Name
A0.00	Cover Page
A0.01	Code Analysis
A0.02a	SUP Conditions
A0.02b	SUP Conditions (cont.)
A0.03	I.E.C.C. Compliance Report / QA
A0.04	Occupant & Plumbing Tables
A0.05a	UL Design Installation Instructions
A0.05b	UL Design Installation Instructions
A0.05a	ESR Report 1222
A0.06b	ESR Report 1222
A0.07	Accessibility Notes & Details
A0.11	Hotel Level 1 Life Safety
A0.12	Hotel Level 2 Life Safety
A0.13	Hotel Level 3 Life Safety
A0.14	Cafe Basement Life Safety
A0.15	Cafe Level 1 Life Safety
A0.16	Cafe Rooftop Terrace Life Safety
A1.00	Overall Site Plan
A1.01	Site Demo Plan
A1.02	Site Plan Dimensions
A1.03	Site Landscaping Planting & Irrigation
A1.06	Trash Enclosure Plans
A1.07	Trash Enclosure Elevations
A1.08	Trash Enclosure Details
A1.09	Site Details
A1.99	Hotel Floor Plan- Exisiting
A2.00	Hotel Floor Plan
A2.01	Cafe Basement Floor Plan Keynotes
A2.02	Cafe Basement Floor Plan Dimensions
A2.03	Cafe Level 1 & Pool Area Plan w/ Keynotes
A2.04	Cafe Level 1 and Pool Plan Area Dimensions
A2.05	Level 1 Public Spaces
A2.06	Rooftop Terrace Floor Plan
A3.00	Overall North/South Elevations
A3.01	Overall East/West Elevations
A3.03	Cafe Exterior Elevations
A4.00	Cafe Basement Interior Elevations
A4.01	Cafe Interior Elevations
A4.02	Kitchen Interior Elevations
A4.03	Kitchen Elevations 2
A4.04	Bar Interior Elevations
A4.05	Lobby Existing Interior Elevations
A4.06	Lobby Proposed Interior Elevations
A4.07	Cafe Rooftop Terrace Elevations
A4.08	Cafe Rooftop Terrace Elevations
A5.01	Cafe Sections East West
A5.02	Cafe Sections North / South

Drawing Sheet Index

Sheet Number	Sheet Name
A5.03	Stairs & Dumbwaiter Sections
A5.04	Stair Section
A5.05	Plumbing Section
A5.06	Plumbing Details
A5.07	Building Details
A6.00	Enlarged Lobby Existing Floor Plan
A6.01	Enlarged Lobby Proposed Floor Plan
A6.02	Enlarged Kitchen and Bar Layout
A6.04	Enlarged Lobby Restroom Detail
A6.05	Enlarged Pool Restroom, Employee Restroom Plan & Elevations
A6.06	Pool Restroom Elevation & Section
A6.07	Pool Restoom Elevations
A6.78	3-D Views Kitchen & Cafe
A6.79	3-D Views Views Out Bar
A6.80	3-D Views Cafe
A6.80.1	Outdoor 3-D Views
A6.81	3-D Views Kitchen
A6.82	3-D Views Pick-up Window
A7.00	Hotel RCP
A7.01	Cafe RCP
A7.02	Basement RCP
A7.03	Pool Restrooms RCP & Dumbwaiter RCP
A7.04	Pool Area & Cafe Roofs
A8.00	Wall Types / Fire Sprinkler Soffit Detail
A8.01	Wall Types & Dumbwaiter
A8.02	Wall Details
A9.000	Window Schedule
A9.01	Door Schedule (cont. 2)
A9.02	Door Schedule
A9.05	Schedules
A9.13	Plan Detail
E0.00	Electrical Cover Sheet
E1.00	Electrical Site Plan
E2.01	Cafe Basement Power & Auxilary Plan
E2.03	Cafe Level 1 & Pool Area Power & Auxilary Plan
E2.06	Rooftop Terrace Electrical Plan
E6.01	Enlarged Lobby Electrical Plan
E6.02	Enlarged Kitchen & Bar Power Plan
E7.00	Cafe Basement Lighting
E7.01	Cafe Level 1 Lighting Plan
E8.00	Single Line Diagram
E8.01	Electrical Equipment Schedule
E9.00	IECC Compliance
I1.01	Enlarged Kitchen & Bar FF & E Plan
I-505	CEILING DETAILS
M1.00	Mech. Legend Abbrev. Specs, IECC & Sheet Index

Drawing Sheet Index

Sheet Number	Sheet Name
M1.01	Mechanical Schedules
M2.00	Mechanical Floor Plan Cafe Basement
M2.01	Mechanical Floor Plan Cafe Level 1 & Pool Area
M2.02	Mechanical Floor Plan RoofTop Terrace
M2.03	Mechanical Floor Plan Enlarged Lobby
M3.00	Mechanical Details
M3.01	Grease Duct Wrap Specs & Details
M4.00	Kitchen Hood Schedules & Details
M4.01	Kitchen EF's & MAU Details & Control Panel Wiring Diagram
P1.00	Plub Legend , Abbrev, Specs & Sheet Index
P1.01	Plumbing Schedules
P2.00	Plumbing Floor Plan Cafe Basement
P2.01	Plumbing Floor Plan Cafe Basement (San/Vent/Drain)
P2.02	Plumbing Floor Plan Cafe Level 1 & Pool Area (cw/hw/hwr/gas)
P2.03	Plumbing Floor Plan Cafe Level 1 & Pool Area (San. vent, drain)
P2.04	Plumbing Floor Plan Rooftop Terrace
P2.05	Plumbing Floor Plan Enlarged Lobby
P3.00	Plumbing Details
S0.1	Construction Notes
S0.2	Construction Notes
S0.2A	Construction Notes
S0.3	Typical Details
S0.4	Typical Details
S1.1	Foundation Plan
S2.1	Ground Floor Framing Plan
S3.1	Roof/Balcony Framing Plan
S4.1	Details and Sections
S4.2	Details and Sections
S4.3	Details and Sections
S4.4	Details and Sections
S4.5	Details and Sections
S5.1	Foundation Details
S6.1	Bracing Elevations
S6.2	Bracing Elevations
S6.3	Bracing Elevations
S6.4	Moment Frame
S6.5	Details and Sections
XC.01	Civil Cover Sheet
XC.02	Civil Standard Notes
XC.03	3 of 5
XC.04	4 of 5
XC.05	5 of 5

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City Council - Page 873
21-0363
12/23/2020

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Project No.: 2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0036064

Designed Consultant:
Veronica Brooks

Signed by: Curt McClincy

Date:

Project Name:
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name:
LAS VEGAS HOTEL.NET

#	Revision Date	Revision Description
1	04/17/2017	Response to review comments dated 04/13/17

Sheet Title:
Cover Page

Sheet No:
A0.00

2018 INTERNATIONAL BUILDING CODE ANALYSIS

STRUCTURE	EXISTING BUILDING LOBBY RENOVATION		PROPOSED RESTAURANT	
1) Code Year / Type	IBC 2018 / BUILDING ANALYSIS ON LOBBY RENOVATION EXISTING BUILDING FINAL DATE 1979		IBC 2018 / BUILDING ANALYSIS	
2) Occupancy Classification (IBC CHAPTER 3)	R-1		A-2	
3) Type of Construction (IBC 602)	VB		VB	
4) Fire Sprinklers (IBC 903, 903.3)	(NEW) YES, AUTOMATIC - NFPA 13		YES, AUTOMATIC - NFPA 13	
5) Fire Alarm (IBC 907)	(EXISTING), YES - NFPA 72		YES - NFPA 72	
6) Height (IBC 503, 504 & TABLE 504.3 & TABLE 504.4)	ALLOWABLE 60	ACTUAL 34	ALLOWABLE 60	ACTUAL 16
7) Stories (2 + 1 W/ AUTOMATIC SPRINKLERS - IBC 503, 504 & TABLE 503)	ALLOWABLE 3	ACTUAL 3	ALLOWABLE 2	ACTUAL 2
8) Area (IBC 503,505 THROUGH 507 & TABLE 504.3 & TABLE 504.4)	ALLOWABLE 7,000 + 14,000 = 21,000 Per Story	ACTUAL 9,128 Per Story	ALLOWABLE 6,000 + 12,000 = 18,000 Per Story	ACTUAL 4,723 1st Story 1,165 2nd Story
9) Occupant Load per Floor (IBC 1004, 1004.7 & Table 1004.5)	1ST FLOOR 72; 2ND FLOOR 67; 3RD FLOOR 67	TOTAL 206	1ST FLOOR 161; 2ND FLOOR 28	TOTAL 189
10) Number of Exits (IBC 1016.1, 1021, 1028 & Tables 10062.1, 1006.3.2, 10063.3(1))	REQUIRED 2	PROVIDED 3	REQUIRED 2	PROVIDED 2
11) Fire Resistance Rating Requirements for Building Elements (IBC 601, Chapter 7 & Table 602)	NONE REQUIRED		NONE REQUIRED	
12) Required Fire Resistance of Exterior Walls Due to Location on Property (IBC 705 & Table 602)	GRIDLINE A		NONE REQUIRED	
13) Protection of Openings Due to Location on Property and Maximum Area of Exterior Wall Openings (IBC 705.8 & Table 705.8)	GRIDLINE A - 45%		NO LIMIT	
14) Spaces Requiring Fire-Resistance-Rated Seperation (Specify spaces requiring separation and hourly rating) (IBC 420, 505, 706, 707, 708, 709, 711, 712, 1002, 1009, 1023.2, 3005 & Table 509)	EXISTING WALLS SEPARATING SLEEPING UNITS W/ SPRINKLERS = 1/2 HOUR 708.3 EXISTING MECHANICAL, EXISTING ELECTRICAL ROOM - 1HR		RESTAURANT WEST WALL ELEVATION - PAGE A3.03 ELECTRICAL ROOM - PAGE A2.03 FIRE RISER ROOM - PAGE 2.05 TYPE 1 HOOD (SEE MECHANICAL)	
15) Non - Seperated Occupancies (IBC 508.3 or 508.4 & Table 508.4)	EXISTING R-1 AND B = 1HR PER TABLE 508.4 EXISTING A AND U = 1HR PER TABLE 508.4		A-2 AND R-1 - PAGE A2.03 A-2 AND B - PAGE 2.03 A AND U - PAGE A2.03 & A2.01	
16) Roof Covering Material Class (IBC Table 1505.1)	ALLOWABLE C	ACTUAL C	ALLOWABLE C	ACTUAL C
17) Required Plumbing Fixtures (IBC 2902 Table 2902.1)	EXISTING HOTEL 1 PER ROOM AS PER REQUIRED		SEE PAGE A0.05	
18) Special Inspection(s) Required (IBC Chapter 17 & IBC Section 909)	STRUCTURAL, (SEE PAGE A0.04)		CIVIL, STRUCTURAL (SEE PAGE A0.04)	
19) I.E.C.C compliance reports (IBC 13?? & 2009 I.E.C.C.)	BUILDING FINAL DATE 1979 1976 UNIFORM BUILDING CODE		SEE PAGE A0.04	

CONFORMANCE CODES

ALL LOCAL GOVERNING AGENCIES & ALL CITY OF LAS VEGAS CODE AMENDMENTS

THESE PLANS HAVE BEEN REVIEWED PER THE 2018 IECC

PER CLV FIRE ORDINANCE, INSURE FULL COVERAGE OF SPRINKLER SYSTEM IN ALL EXISTING, NEW AND REMODELED FIRE AREAS WITHIN THIS BUILDING. PERMITS REQUIRED FROM THE FIRE DEPARTMENT PRIOR TO INSTALLATION OF ON-SITE FIRE WATER / FIRE HYDRANYS; FIRE EXTINGUISHING SYSTEMS; FIRE ALARM SYSTEMS; FLAMMABLE COMBUSTIBLE LIQUID TANKS; COOKING OIL RECOVERY SYSTEMS; COMPRESSED GAS / CO2 SYSTEMS

PROVIDE KNOX BOX

Effective Date: August 18, 2018
CLV Ordinance #6631

FIRE SPRINKLER RISER ROOMS

Where required. A dedicated fire riser room shall be required for each fire sprinkler system riser. **IFC 916.1**
Exception: When approved where a single system serves the building and the system is controlled by a PIV, and where exterior access is provided to the monitoring panel that is located in a condition room, a fire riser room is not required.

Exterior Access Door. Fire riser rooms shall have an exterior access door with a minimum width of 36 inches and a minimum height of 80 inches **IFC 916.3**

Protection. Fire riser rooms shall be seperated from the rest of the building by 1-hour fire partitions **IFC 916.4**

Conditioning. Fire riser rooms shall be conditioned to maintain a minimum temperature of 40 deg F and a maximum temperature of 100 deg F. Heating and cooling units shall be permanently wired. Portable heating and cooling units are not approved for meeting the requirements of this section. **IFC 916.5**

Exception: Where the riser room does not contain a Fire Alarm Control Unit or spare sprinkler heads, the riser room shall bot be required to be conditioned for maximum temperature.

Lighting. Permanently installed artificial lighting with back-up power shall be provided for the fire riser room **IFC 901.4.6.4**

Size. The riser room shall have a mimimum area of 16 square feet (1.49m2), with a minimum dimension of 4 feet for the first sprinkler riser, plus 10 additional square feet for each additional riser contained **IFC 916.7**

Clearances for a fire alarm control unit. Where a fire alarm control unit is located in the fire riser room, the unit shall be located so that there is a minimum clearance in accordance with the electrical code. **IFC 916.8**

Signage. Weatherproof signage shall be provided on the exterior access door. Signage shall state "Fire Sprinkler Riser Room" in a contrasting color. Letters shall have a minimum height of 2 inches with a minimum stroke of 3/8 inch **IFC 916.10**

PLANS FOR FIRE HYDRANTS, FIRE EXTINGUISHING SYSTEMS AND FIRE ALARM SYSTEMS MUST BE APPROVED BY THE FIRE DEPARTMENT BEFORE INSTALLATION

IF GREATER THAN 2000 CFM S PROVIDE HVAC SMOKE DETECTOR SHUTDOWN AS REQUIRED BY UMC

IN BUILDINGS PROVIDED WITH FIRE ALARM SYSTEMS SMOKE DETECTORS INSTALLED IN THE AIR HANDLERS SHALL BE CONNECTED TO THE FIRE ALARM CONTROL PANEL.

CHANGES MADE TO F.D. ACCESS ROADS SHALL BE MADE ON ALL CIVIL PLANS

THE STREET ADDRESS SHALL BE POSTED ON THE BUILDING IN SUCH A POSITION TO BE PLAINLY LEGIBLE FROM THE STREET FRONTING THE PROPERTY MUST BE ILLUMINATED

CITY OF LAS VEGAS HAS ADOPTED ICC A117.1-2017 FOR ACCESSIBILITY REQUIREMENTS.
-PROVIDE ACCESSIBILITY FOR PERSONS WITH PHYSICAL DISABILITIES

THESE PLANS HAVE NOT BEEN REVIEWED FOR COMPLIANCE TO FEDERALLY MANDATED PROVISIONS FOR PERSONS WITH DISABILITIES.

SCOPE OF WORK

HOTEL REPAIR & REPLACE EXISTING FF&E. EXPANSION OF A COVERED WALKWAY FOR THE HOTEL. RESTORATION OF THE EXISING POOL AND POOL DECK. NEW ADA COMPLIANT POOL RESTROOMS. THE RESTAURANT, ROOFTOP TERRACE AND BASEMENT STORAGE ARE A NEW BUILD CONSTRUCTION.

DRY STORAGE REQUIREMENT

STORAGE SHELVING REQUIRED:
96' LINEAR FEET, 18" DEEP.
* 18"D X 3'W X TIERS HIGH
* LOWEST SHELF MIN. 6" FROM FLOOR
* UNITS MOUNTED A MIN. 1" FROM ALL WALL SURFACES.
* MUST MEET ALL REQUIREMENTS OF THE CITY OF LAS VEGAS OF ENVIRONMENTAL HEALTH.

PROVIDED CALCULATIONS:
LOCATION OF STORAGE SHELVING: BACK OF HOUSE & BASEMENT
SIZE OF EACH UNIT: 36"W X 18"D X 6 TIERS
NUMBER OF UNITS PROVIDED: (7) 36"W X 18"D
* 3 LF X 6 TIERS X 8 UNIT(S) = 144 LF
NUMBER OF LINEAR FEET PROVIDED: 144 LINEAR FEET

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE CODES INTERPRETED BY THE GOVERNING AUTHORITIES.

2. ALL WORK SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN BUILDER.

3. ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.

4. MECHANICAL CONTRACTOR SHALL PROVIDE LAYOUT FOR AIR SUPPLY GRILLS FOR REVIEW TO DESIGN BUILDER.

5. MECHANICAL CONTRACTOR SHALL VERIFY FIELD CONDITIONS OF EQUIPMENT & DUCTWORK. PROVIDE NEW DUCTWORK & GRILLS AS REQUIRED TO MEET DESIGN BUILT & ENGINEERED SYSTEM.

6. MECHANICAL CONTRACTOR TO COORDINATE W/ DESIGN BUILDER REG. HVAC CONTROLS

7. MECHANICAL CONTRACTOR TO PROVIDE SUBMITTALS ON ALL EQUIPMENT.

8. UPON COMPLETION OF WORK, HVAC CONTRACTOR SHALL USE ACCURATE METERS, INSTRUMENTS OF TYPE & SIZE AS REQUIRED TO DETERMINE PROPER AIR FLOW & DISTRIBUTIONS. CONFIRM THAT ALL FUSE SIZES ARE IN ACCORDANCE TO THE MOTOR NAMEPLATE DATA.

9. MECHANICAL CONTRACTOR SHALL CHECK EACH BLOWER AND DIFUSER AS INDICATED ON DRAWINGS FOR CORRECT & ADEQUATE DIFFUSION. OUTSIDE ARE QUANTITIES TO BE CHECKED AND ADJUSTED AS REQD.

10. PLUMBING CONTRACTOR SHALL VERIFY LAYOUT FOR SAWCUT, FIXTURES, ELEVATIONS AND LOCATIONS OF ALL BACKING REQUIRED.

11. PLUMBING CONTRACTOR SHALL VERIFY FIELD CONDITIONS OF EQUIPMENT AND PIPING. PROVIDE NEW PIPING & FIXTURES AS REQUIRED TO MEET DESIGN BUILT & ENGINEERED SYSTEM.

12. PLUMBING CONTRACTOR TO COORDINATE W/ DESIGN BUILDER IN REGARDS TO ALL EQUIPMENT AND FIXTURE LOCATIONS AND TYPES.

13. PLUMBING CONTRACTOR TO PROVIDE SUBMITTALS ON ALL EQUIPMENT AND FIXTURES.

14. PLUMBING CONTRACTOR SHALL FURNISH ALL LABOR MATERIALS & EQUIPMENT NECESSARY FOR THE COMPLETE INSTALLATION OF THE SANITARY SEWER SYSTEM, WATER SERVICE, TOP VALVES, BOXES, COLD & HOT WATER SUPPLY SYSTEM, PLUMBING FITTINGS, FIXTURES, TRIM AND ALL RELATED CONTROLS.

15. ELECTRICAL CONTRACTOR SHALL VERIFY ALL LIGHTING LAYOUT ACCORDING TO REFLECTED CEILING PLAN.

16. ELECTRICAL CONTRACTOR SHALL VERIFY MIN. ELECTRICAL REQUIREMENTS FOR LIGHTS & EMERGENCY LIGHTS PER CODE.

17. CONTRACTOR SHALL VERIFY ANY ADDITIONAL ELECTRICAL REQUIREMENTS WITH OWNER PRIOR TO ROUGH INSTALLATION.

18. CONTRACTOR SHALL PROVIDE SUBMITTALS ON ALL EQUIPMENT AND LIGHT FIXTURES

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NV # 0054968

Project No: 2019355.19
Design/Build Contractor
CM Builders
NV LICENSE # 0054964
Designed Consultant: Veronica Brooks
Signed by: Curt McClincy
Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

Revisions #	Revision Date	Revision Description

Sheet Title: Code Analysis

Sheet No: A0.01

20-0363
12/14/2020

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: JANUARY 10, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LASVEGAS.NET HOTEL - OWNER: SIMCHA 260, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-67897	Staff recommends APPROVAL, subject to conditions:	
SDR-67901	Staff recommends APPROVAL, subject to conditions:	SUP-67897

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 183

APPROVALS 0

PROTESTS 0

JB

** CONDITIONS **

SUP-67897 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Tavern-Limited Establishment use.
2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.
4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.
5. Minors shall only be permitted in such areas wherein spirituous, malt or fermented liquors or wines are served only in conjunction with regular meals and where dining tables or booths are provided separate from the bar in conformance with Title 6.50.
6. Approval of this Special Use Permit does not constitute approval of a liquor license.
7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

JB

SDR-67901 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-67897) 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 and building elevations, date stamped 11/23/16, except as amended by conditions herein.
4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.
5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
6. 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.
7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.
8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

9. Correct all American's with Disabilities Act (ADA) deficiencies on the sidewalk and the existing driveways adjacent to this site in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

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10. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

JB

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review and Special Use Permit for a proposed Tavern-Limited Establishment use within an existing Hotel/Motel use located at 2601 Westwood Drive.

ISSUES

- The Tavern-Limited Establishment use is permitted in the M (Industrial) zoning district with the approval of a Special Use Permit.
- The applicant has proposed a 3,151 square-foot building addition and renovation to the existing 37,800 square-foot building, which requires a Major Site Development Plan Review.

ANALYSIS

A Tavern-Limited Establishment is described in Title 19.12 as: "An establishment that is licensed with a tavern-limited license in accordance with LVMC Chapter 6.50." There are no Minimum Special Use Permit Requirements for this use. This use is permitted in the M (Industrial) zoning district with an approved Special Use Permit.

This project is located in the Las Vegas Downtown Centennial Plan – Industrial Corridor District. The subject site currently operates as an existing Hotel, Motel or Hotel Suites land use and is located within the M (Industrial) zoning district. The applicant has proposed to construct a 3,151 square-foot addition to the existing 37,800 square-foot building, which represents an 8% increase in floor area. Since the expansion is associated with a Special Use Permit for the proposed Tavern-Limited Establishment use, a Major Site Development Plan Review is required. The new Tavern-Limited Establishment is intended to operate in conjunction with the existing Hotel, Motel or Hotel Suites use at the subject site.

The applicant has indicated that the proposed establishment will host a live DJ at least two nights per week in conformance with Title 6.50.250 requirements for a Tavern-Limited license. The submitted floor plan indicates the 968 square-foot basement floor will be utilized as a storage area, the 953 square-foot first floor will provide a dining room and kitchen area and a 1,230 square-foot second floor area, which will provide a

JB

rooftop deck including a 40 square-foot area designated for a DJ booth. The applicant has indicated that they do not wish to operate as a Night Club. Also, there is a 4,063 square-foot outdoor pool deck/ outdoor patio area adjacent to the proposed building addition which will be utilized with the proposed Tavern-Limited Establishment use.

The submitted building elevations indicate the proposed building will remain at 32.75 feet in height to the top of the parapet, and will be accented with a white and blue stucco building façade and red tile roof. The submitted landscaping plan indicate a combination of 24"-box Washington Robusta trees and five-gallon red salvia shrubs will be used within the existing landscape buffers on the western and eastern perimeter of the subject site. The proposed use and design of this proposal will make a positive contribution to the urban design for the residents in the immediate area and of the community at large. Staff recommends approval of the requested Special Use Permit to allow a Tavern-Limited Establishment use and the Site Development Plan Review for the proposed addition to the existing structure.

FINDINGS (SUP-67897)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Tavern Limited Establishment is located in the Downtown Centennial Plan overlay and will serve as an establishment which provides live entertainment through the use of a DJ at least two times per week, which is complimentary to the other restaurants and taverns in the neighborhood and is the type of use that is encouraged in the Downtown Overlay District. It can be conducted in a manner that is harmonious and compatible with the surrounding land uses, and with the future surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site can physically accommodate the proposed Tavern-Limited Establishment use and is in close proximity to other similar land uses in the area.

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.**

JB

20-0363
12/14/2020

cmbuilders
4815 W. Russell Rd. # 170 Las Vegas, NV 89118
Ph: 702.232.9998 Fax: 702.232.9999
www.cmbuilderslasvegas.com

Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

Project Name
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

Revisions
#	Revision Date	Revision Description

Sheet Title:
SUP Conditions

Sheet No:
A0.02a

Staff Report Page Three **SUP-67897 and SDR-67901 [PRJ-67742]**
January 10, 2017 - Planning Commission Meeting

Access to the site will not change. The site is accessed by Westwood Drive, which is a 60-foot Local Street. This street is sufficient in size to accommodate the needs 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 this proposed Special Use Permit will not compromise the public health, safety and general welfare of the public. The use will be subject to regular inspections and is subject to licensing restrictions.

5. **The use meets all of the applicable conditions per Title 19.12.**

The proposed use meets all applicable conditions for a Tavern-Limited Establishment per Title 19.12.

FINDINGS (SDR-67901)

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 Tavern-Limited Establishment is located in the Downtown Centennial Plan Overlay and will serve as a as an establishment which provides live entertainment through the use of a DJ at least two times per week, which is complimentary to the other restaurants and taverns in the neighborhood and is the type of use that is encouraged in the Downtown Centennial Plan Overlay District. The parking standards of Title 19 are not automatically applied for proposals within the Downtown Centennial Plan; however, the applicant anticipates utilizing nearby public parking-lots and on-street parking meters to satisfy the developments parking demand. Staff finds that a sufficient amount of available parking is located within a one-block radius of this proposal.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

This project is consistent with the General Plan and the uses allowed in the Downtown Centennial Plan Overlay District.

JB

Staff Report Page Four **SUP-67897 and SDR-67901 [PRJ-67742]**
January 10, 2017 - Planning Commission Meeting

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

Access to the site will not change. The site is accessed by Westwood Drive, which is a 60-foot Local Street. This street is sufficient in size to accommodate the needs of the proposed use.

4. **Building and landscape materials are appropriate for the area and for the City;**

The building will be renovated with a white and blue stucco building façade and red tile roof, which is appropriate for this area of the city.

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 proposed building elevations have been designed with white and blue stucco building façade to prevent blank and expressionless walls and red tile roof.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare of the public.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/12/61	The Board of City Commissioners approved a request for Rezoning (Z-0062-60) from R-E (Residence Estates) to M-1 (Light Industry) on property generally located south of San Francisco (Sahara Avenue) between Highland Drive and the proposed freeway (I-15).
10/28/93	The Planning Commission approved a request for a Plot Plan [Z-0062-60(1)] to review building elevations.
10/16/96	The City Council Tabled indefinitely a request for a Special Use Permit (U-0070-96) for a 14-foot by 48-foot Off-Premise Sign at 2501 Westwood Drive. The Board of Zoning Adjustment recommended denial.

JB

Staff Report Page Five **SUP-67897 and SDR-67901 [PRJ-67742]**
January 10, 2017 - Planning Commission Meeting

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/12/97	The City Council approved a request for a Variance (V-0025-97) to allow a 14-foot by 48-foot Off-Premise Sign to be approximately 200 feet from another billboard where 300 feet is the minimum setback required at 2501 Westwood Drive. The Board of Zoning Adjustment recommended denial.
05/11/00	The Planning Commission denied a request for a Site Development Plan Review [Z-0062-60(3)] for a proposed Used Car Lot on 0.80 acres on the east side of Highland Drive, south of Sahara Avenue.
04/16/03	The City Council approved a request for a Special Use Permit (SUP-1499) for a proposed 40-foot tall, 24-foot by 26-foot Off-Premise Sign (Billboard) adjacent to the east side of Interstate 15, approximately 580 feet south of Sahara Avenue. The Planning Commission recommended approval.
12/17/03	The City Council approved a request for a Special Use Permit (SUP-3140) for a proposed 55-foot tall, 24-foot by 26-foot Off-Premise Sign (Billboard) adjacent to the east side of Interstate 15, approximately 580 feet south of Sahara Avenue. The Planning Commission recommended approval.
04/19/06	The City Council approved a request for a Required Review (RQR-11401) of an approved Special Use Permit (SUP-3140) for a 55-foot tall, 26-foot by 24-foot Off-Premise Sign at 2601 Westwood Drive. The Planning Commission recommended approval.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission recommended approval.
04/15/09	The City Council approved a request for a Required Review (RQR-33271) of an approved Special Use Permit (SUP-3140) for a 55-foot tall, 26-foot by 24-foot Off-Premise Sign at 2601 Westwood Drive. The Planning Commission recommended approval.
09/10/12	The Department of Planning administratively approved a Minor Site Development Plan Review (SDR-46697) for a 1.145-foot by 5.56-foot embellishment for an Off-Premise Sign at 2601 Westwood Drive.
12/19/12	The City Council approved a request for a Required Review (RQR-46132) of an approved Special Use Permit (SUP-3140) for a 55-foot tall, 26-foot by 24-foot Off-Premise Sign at 2601 Westwood Drive.
12/16/15	The City Council approved a request for a Required Review (RQR-59004) of an approved Special Use Permit (SUP-3140) for a 55-foot tall, 26-foot by 24-foot Off-Premise Sign at 2601 Westwood Drive.

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Staff Report Page Six **SUP-67897 and SDR-67901 [PRJ-67742]**
January 10, 2017 - Planning Commission Meeting

Most Recent Change of Ownership	
05/20/16	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1979	The building at 2601 Westwood Drive was constructed.
06/03/03	A building permit (#3011259) was issued for an Off-Premise Sign at 2601 Westwood Drive. The permit was not finalized.
05/27/04	A Code Enforcement case (#15680) was processed for graffiti on the building at 2601 Westwood Drive. The case was closed on 06/10/04.
02/28/06	A business license (#H05-01029) was issued for a Hotel at 2601 Westwood Drive. The license was marked out of business on 04/14/10.
05/05/06	A Code Enforcement case (#40964) was processed for maintenance issues at 2601 Westwood Drive. The case was closed on 05/23/06.
04/24/07	A Code Enforcement case (#52522) was processed for graffiti on the building at 2601 Westwood Drive. The case was closed on 04/25/07.
02/18/09	A building permit (#132808) was issued for a 'final inspection only' for an Off-Premise Sign at 2601 Westwood Drive. The permit was finalized on 02/18/09.
08/15/11	A business license (#H05-01036) was issued for a 93-room Hotel (Claremont Hotel Las Vegas) at 2601 Westwood Drive. The license was marked inactive on 11/19/14.
	A business license (#G50-05812) was issued for General Retail Sales (Claremont Hotel Las Vegas) at 2601 Westwood Drive. The license was marked inactive on 11/19/14.

Pre-Application Meeting	
11/[illegible]5/16	A pre-application meeting was held with the applicant to discuss the submittal process for the Site Development Plan Review and Special Use Permit for a proposed Tavern-Limited Establishment use.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
12/[illegible]5/16	A field inspection was conducted by staff which revealed a commercial site with trash and debris in the parking lot area, overgrown weeds and vegetation in the landscaping buffers and graffiti on the perimeter walls.

20-0363
12/14/2020

JB

Staff Report Page Seven **SUP-67897 and SDR-67901 [PRJ-67742]**
January 10, 2017 - Planning Commission Meeting

Details of Application Request	
Site Area	
Net Acres	1.27

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Motel	C (Commercial)	M (Industrial)
North	I-15 ROW (Right of Way)	ROW (Right of Way)	ROW (Right of Way)
South	Motel	C (Commercial)	M (Industrial)
East	Offices/Retail Establishment	Li/R (Light Research/Industry)	M (Industrial)
West	I-15 ROW (Right of Way)	ROW (Right of Way)	ROW (Right of Way)

Master Plan Areas	*Compliance*
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District – Industrial Corridor District	Y
A-O (Airport Overlay) District (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Downtown Centennial Plan, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	70% along Property Line	0%	Y*
• Side	N/A	0 Feet	Y
• Corner	70% along Property Line	N/A	Y
• Rear	N/A	8 Feet	Y

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Staff Report Page Eight **SUP-67897 and SDR-67901 [PRJ-67742]**
January 10, 2017 - Planning Commission Meeting

Standard	*Required/Allowed*	*Provided*	*Compliance*
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

** The building at 2601 Westwood Drive was constructed prior to the establishment of the Downtown Centennial Plan development standards.*

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Westwood Drive	Local Street	Title 13.12	60	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

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	
Hotel, Motel or Hotel Suites w/ Accessory Tavern-Limited Establishment	95 Units	One space per guest room	95				
TOTAL SPACES REQUIRED			95		46		Y*
Regular and Handicap Spaces Required			91	4	44	2	Y*

*Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

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Designed Consultant: Veronica Brooks
Signed by: Curt McClincy
Date:
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Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109
Client Name: LAS VEGAS HOTEL.NET

Revisions		
#	Revision Date	Revision Description

Sheet Title: SUP Conditions (cont.)
Sheet No: A0.02b

REQUIRED SPECIAL INSPECTIONS

STRUCTURAL

- Concrete during the taking of specimens and placing of concrete except where the specified concrete strength is less than 2500psi
- All bolts installed in concrete prior to and during placement of concrete around bolts
- Reinforcing steel, during placing of steel for all concrete required to have special inspection.
- Structural welding; all field welding of structural members including welding of reinforcing steel. Special inspection is required for all welding not done in an approved shop.
- Adhesive anchors and all post installed anchor installations when required to be used.

CIVIL

Special inspection requirements for grading are based on the existing site soil conditions and Table 1705.6 of the Southern Nevada Amendments to the 2012 International Building Code.

Special Inspections during grading operations:
Section 4a Periodic inspections required to be performed
-Compaction test – 95% of laboratory maximum (ASTM D – 1557)
-Moisture content test – Above optimum moisture content
-Maximum Lift of 6 inches for hand compactors and/or 12 inches for heavy compaction equipment.

Section 4 b Full time inspections required for basement
-Compaction test – 95% of laboratory maximum (ASTM D – 1557)
-Moisture content test – Above optimum moisture content
-Maximum Lift of 6 inches for hand compactors and/or 12 inches for heavy compaction equipment.

Bottom of excavation inspections Required prior to placement of any structural fill
Density testing One test per 1000 cubic yards, for every 2 vertical feet
of fill, one per building pad, or a change in materials

Expansive Conditions Anticipated:
Foundation recommendations included in this report are based on the expansive conditions anticipated if our grading recommendations are utilized during construction. However, during grading operations, the actual expansive properties of the structural fill should be tested by a representative of Wright and the appropriate foundation recommendations should be utilized in

20-0363
12/14/2020

COM*check* Software Version 4.0.5.5

Envelope Compliance Certificate

Section 1: Project Information

Energy Code: **2009 IECC**
Project Title: LasVegas.Net Restaurant
Project Type: Addition

Construction Site:	Owner/Agent:	Designer/Contractor:
2601 Westwood Dr. Las Vegas, NV 89109	Marty Mizrahi LV.Net 2595 Fremont St. Las Vegas, NV 89104 702-900-0000 marty@lv.net	Joe Morgan Sustain Builders LLC 2455 W. Cheyenne Ave #112 Las Vegas, NV 89032 702-850-5777 joe@sustainbuilders.com

Building Location (for weather data): Las Vegas, Nevada
Climate Zone: 3b
Vertical Glazing / Wall Area Pct.: **6%**

Building Use: Activity Type(s)	Floor Area
1-Cafe (Dining: Bar Lounge/Leisure) : Nonresidential	1086

Section 2: Envelope Assemblies and Requirements Checklist

Envelope PASSES: Design 3% better than code

Envelope Assemblies:

Component Name/Description	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Proposed U-Factor	Budget U-Factor(a)
Roof 1: Other Metal Building Roof, [Bldg. Use 1 - Cafe] (b)	1086	---	---	0.041	0.055
Exterior Wall 1: Steel-Framed, 16" o.c., [Bldg. Use 1 - Cafe]	701	19.0	4.0	0.076	0.084
Window 1: Metal Frame with Thermal Break, Perf. Type: Energy code default, Double Pane with Low-E, Clear , SHGC 0.70, PF 2.22, [Bldg. Use 1 - Cafe]	18	---	---	0.650	0.650
Window 2: Metal Frame with Thermal Break, Perf. Type: Energy code default, Double Pane with Low-E, Clear , SHGC 0.70, PF 2.22, [Bldg. Use 1 - Cafe]	18	---	---	0.650	0.650
Door 1: Insulated Metal, Swinging, [Bldg. Use 1 - Cafe]	21	---	---	0.040	0.700
Exterior Wall 2: Steel-Framed, 16" o.c., [Bldg. Use 1 - Cafe]	636	19.0	4.0	0.076	0.084
Exterior Wall 3: Steel-Framed, 16" o.c., [Bldg. Use 1 - Cafe]	582	19.0	4.0	0.076	0.084
Window 3: Metal Frame with Thermal Break, Perf. Type: Energy code default, Double Pane with Low-E, Clear , SHGC 0.70, [Bldg. Use 1 - Cafe]	18	---	---	0.650	0.650
Door 2: Insulated Metal, Swinging, [Bldg. Use 1 - Cafe]	21	---	---	0.040	0.700
Door 3: Glass (> 50% glazing):Metal Frame, Entrance Door, Perf. Type: Energy code default, Single Pane, Clear , SHGC 0.80, [Bldg. Use 1 - Cafe]	64	---	---	1.200	0.900
Exterior Wall 4: Steel-Framed, 16" o.c., [Bldg. Use 1 - Cafe]	190	19.0	4.0	0.076	0.084
Door 4: Insulated Metal, Swinging, [Bldg. Use 1 - Cafe]	21	---	---	0.040	0.700
Floor 2: Other Floor, [Bldg. Use 1 - Cafe] (b)	1086	---	---	0.041	0.052
Basement Wall 1: Concrete Block:12", Solid Grouted, Medium Density, Furring: None, Wall Ht 10.0, Depth B.G. 10.0, [Bldg. Use 1 - Cafe]	550	---	0.0	0.470	0.579
Basement Wall 2: Concrete Block:12", Solid Grouted, Medium Density, Furring: None, Wall Ht 10.0, Depth B.G. 10.0, [Bldg. Use 1 - Cafe]	328	---	0.0	0.470	0.579

Project Title: LasVegas.Net Restaurant
Data filename: C:\Users\joe\Desktop\restaurant.cck
Report date: 03/13/17
Page 1 of 2

Component Name/Description	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Proposed U-Factor	Budget U-Factor(a)
Basement Wall 3: Concrete Block:12", Solid Grouted, Medium Density, Furring: None, Wall Ht 10.0, Depth B.G. 10.0, [Bldg. Use 1 - Cafe]	87	---	0.0	0.470	0.579
Basement Wall 4: Concrete Block:12", Solid Grouted, Medium Density, Furring: None, Wall Ht 10.0, Depth B.G. 10.0, [Bldg. Use 1 - Cafe]	188	---	0.0	0.470	0.579
Basement Wall 5: Concrete Block:12", Solid Grouted, Medium Density, Furring: None, Wall Ht 10.0, Depth B.G. 10.0, [Bldg. Use 1 - Cafe]	329	---	0.0	0.470	0.579
Basement Wall 6: Concrete Block:12", Solid Grouted, Medium Density, Furring: None, Wall Ht 10.0, Depth B.G. 10.0, [Bldg. Use 1 - Cafe]	382	---	0.0	0.470	0.579
Floor 1: Slab-On-Grade:Unheated, [Bldg. Use 1 - Cafe]	1662	---	---	---	---

(a) Budget U-factors are used for software baseline calculations ONLY, and are not code requirements.
(b) 'Other' components require supporting documentation for proposed U-factors.

Air Leakage, Component Certification, and Vapor Retarder Requirements:

- ☐ 1. All joints and penetrations are caulked, gasketed or covered with a moisture vapor-permeable wrapping material installed in accordance with the manufacturer's installation instructions.
- ☐ 2. Windows, doors, and skylights certified as meeting leakage requirements.
- ☐ 3. Component R-values & U-factors labeled as certified.
- ☐ 4. No roof insulation is installed on a suspended ceiling with removable ceiling panels.
- ☐ 5. 'Other' components have supporting documentation for proposed U-Factors.
- ☐ 6. Insulation installed according to manufacturer's instructions, in substantial contact with the surface being insulated, and in a manner that achieves the rated R-value without compressing the insulation.
- ☐ 7. Stair, elevator shaft vents, and other outdoor air intake and exhaust openings in the building envelope are equipped with motorized dampers.
- ☐ 8. Cargo doors and loading dock doors are weather sealed.
- ☐ 9. Recessed lighting fixtures installed in the building envelope are Type IC rated as meeting ASTM E283, are sealed with gasket or caulk.
- ☐ 10. Building entrance doors have a vestibule equipped with self-closing devices.
  Exceptions:
  - ☐ Building entrances with revolving doors.
  - ☐ Doors not intended to be used as a building entrance.
  - ☐ Doors that open directly from a space less than 3000 sq. ft. in area.
  - ☐ Doors used primarily to facilitate vehicular movement or materials handling and adjacent personnel doors.
  - ☐ Doors opening directly from a sleeping/dwelling unit.

Section 3: Compliance Statement

Compliance Statement: The proposed envelope design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed envelope system has been designed to meet the 2009 IECC requirements in COM*check* Version 4.0.5.5 and to comply with the mandatory requirements in the Requirements Checklist.

Name - Title Signature Date

Project Title: LasVegas.Net Restaurant
Data filename: C:\Users\joe\Desktop\restaurant.cck
Report date: 03/13/17
Page 2 of 2

ORDINANCE 6144 AMENDMENT TO 2009 I.E.C.C SECTION

303.1.3 Fenestration product rating.
Add two new Subsections, 303.1.3.1 and 303.1.3.2 as follows:

303.1.3.2 Construction site rating documentation.
.... the following documentation shall be provided at the construction site prior to inspection of the thermal energy envelope:

1. All NFRC certified factory-built fenestration products shall be labeled with the NRRC certification label. This label is to remain intact on the fenestration unit until inspected by the jurisdiction having authority.
2. For rated site-build fenestration products, there shall be a seperate NFRC label certificate for each type of fenestration product used in the project, signed by an independent, NFRC certified inspection agency. The label will display the following information:
   a. The NFRC certification logo
   b. The name, address and authorized NFRC license number of the approved inspection agency.
   c. The product ratings (U-factor, solar heat gain coefficient and visible light transmittance.
   d. The name, address, and permit number of the project.
   e. The product line information
   f. The names, address and contractors/business license number for the suppliers of the frame, the glazing, and the contractor.
   g. The printed name and signature of the inspector for the certified inspection agency
3. For site-built fenestration products where default values were isted on the approved plans, the glazing contractor of record will provide the jurisdiction, a letter on company stationary, containing the following information
   a. The name, address and permit number of the project.
   b. An itemized list of documentation describing specific components used to construct each type of fenestration.
   c. The signature of the principal owner of the glazing company, attesting to the fact that all products described and documentation submitted were used on that jobsite.
   d. A statement taking full legal and financial responsibility for the correct installation of the fenestration products.
   e. Attached copies of all packing slips for all fenestration components used on the project. This documentation shall bear the job site address or specifically referencing the project.

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Tele: (702) 367-9952
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NV # 0054968

Project No: 2019355.19
Design/Build Contractor
CM Builders
NV LICENSE # 0054964
Designed Consultant: Veronica Brooks
Signed by: Curt McClincy
Date:
Project Name:
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109
Client Name: LAS VEGAS HOTEL.NET
Revisions
#	Revision Date	Revision Description
Sheet Title: I.E.C.C. Compliance Report / QA
Sheet No: A0.03

Occupant Tables

Level	Name	Number	Occupancy	Area	Occupancy Factor	Max Room Capacity	Exit Width Required
Level 1	Restaurant	137	A-2	679 SF	15 SF	46	1' - 1 3/4"
Level 1	Kitchen	138	A-2	496 SF	15 SF	34	0' - 10 1/4"
Level 1	Bar	140	A-2	295 SF	15 SF	20	0' - 6"
Level 2	Terrace Restaurant	236	A-2	850 SF	15 SF	57	1' - 5 1/8"
Level 1	Dumbwaiter	372	A-2	55 SF	15 SF	4	0' - 1 1/4"
Level 1	Coffee / Cola Station	374	A-2	55 SF	15 SF	4	0' - 1 1/4"
Level 1	Mop Sink	478	A-2	28 SF	15 SF	2	0' - 0 5/8"
Level 1	Mens Pool Restroom	479	A-2	182 SF	15 SF	13	0' - 3 7/8"
Level 1	Womens Pool Restroom	480	A-2	184 SF	15 SF	13	0' - 3 7/8"
Level 1	Outdoor Dining	481	A-2	299 SF	15 SF	20	0' - 6"
Level 1	Pool Deck	482	A-2	2827 SF	15 SF	189	4' - 8 3/4"
A-2				5950 SF		402	10' - 0 5/8"
Level 1	House Keeping	123	B	193 SF	150 SF	2	0' - 0 5/8"
Level 1	Laundry Room	125	B	149 SF	150 SF	1	0' - 0 1/4"
Level 1	Office	129	B	131 SF	150 SF	1	0' - 0 1/4"
Level 1	Lobby	131	B	1016 SF	150 SF	7	0' - 2 1/8"
B				1488 SF		11	0' - 3 1/4"
Level 1	Room	101	R-1	213 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	102	R-1	245 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	103	R-1	215 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	104	R-1	245 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	105	R-1	214 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	106	R-1	243 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	107	R-1	215 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	108	R-1	245 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	109	R-1	215 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	110	R-1	246 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	111	R-1	215 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	112	R-1	243 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	113	R-1	215 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	114 ADA Retro	R-1	243 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	115	R-1	215 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	116 ADA Retro	R-1	244 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	117	R-1	216 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	118 ADA Reto	R-1	243 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	119	R-1	215 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	120 ADA Retro	R-1	242 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	121	R-1	215 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	122	R-1	245 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	124	R-1	242 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	126	R-1	243 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	128	R-1	245 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	130	R-1	243 SF	200 SF	2	0' - 0 5/8"
Level 1	Room	132	R-1	233 SF	200 SF	2	0' - 0 5/8"

Occupant Tables

Level	Name	Number	Occupancy	Area	Occupancy Factor	Max Room Capacity	Exit Width Required
Level 2	Room	201	R-1	459 SF	200 SF	3	0' - 0 7/8"
Level 2	Room	202	R-1	234 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	203	R-1	219 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	204	R-1	240 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	205	R-1	216 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	206	R-1	238 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	207	R-1	217 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	208	R-1	238 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	209	R-1	218 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	210	R-1	240 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	211	R-1	217 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	212	R-1	238 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	213	R-1	222 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	214	R-1	240 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	215	R-1	479 SF	200 SF	3	0' - 0 7/8"
Level 2	Room	216	R-1	245 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	217	R-1	193 SF	200 SF	1	0' - 0 1/4"
Level 2	Room	218	R-1	238 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	219	R-1	218 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	220	R-1	238 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	221	R-1	220 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	222	R-1	240 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	223	R-1	218 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	224	R-1	238 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	225	R-1	218 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	226	R-1	238 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	227	R-1	219 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	228	R-1	240 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	229	R-1	218 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	230	R-1	238 SF	200 SF	2	0' - 0 5/8"
Level 2	Room	231	R-1	466 SF	200 SF	3	0' - 0 7/8"
Level 2	Room	232	R-1	235 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	301	R-1	463 SF	200 SF	3	0' - 0 7/8"
Level 3	Room	302	R-1	242 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	303	R-1	216 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	304	R-1	241 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	305	R-1	217 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	306	R-1	242 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	307	R-1	214 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	308	R-1	239 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	309	R-1	216 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	310	R-1	241 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	311	R-1	216 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	312	R-1	241 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	313	R-1	217 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	314	R-1	243 SF	200 SF	2	0' - 0 5/8"
Level 3	Room Suite	315	R-1	474 SF	200 SF	3	0' - 0 7/8"
Level 3	Room	316	R-1	240 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	317	R-1	218 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	318	R-1	241 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	319	R-1	217 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	320	R-1	240 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	321	R-1	218 SF	200 SF	2	0' - 0 5/8"

Occupant Tables

Level	Name	Number	Occupancy	Area	Occupancy Factor	Max Room Capacity	Exit Width Required
Level 3	Room	322	R-1	241 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	323	R-1	221 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	324	R-1	245 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	325	R-1	212 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	326	R-1	235 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	327	R-1	219 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	328	R-1	242 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	329	R-1	218 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	330	R-1	242 SF	200 SF	2	0' - 0 5/8"
Level 3	Room	331	R-1	460 SF	200 SF	3	0' - 0 7/8"
Level 3	Room	332	R-1	231 SF	200 SF	2	0' - 0 5/8"
Level 1	Electric Room	241	R-1	42 SF	45 SF	1	0' - 0 1/4"
Level 1	Female Restroom	242	R-1	52 SF	46 SF	2	0' - 0 5/8"
Level 1	Men's Restroom	243	R-1	58 SF	45 SF	2	0' - 0 5/8"
Level 1	Employee Restroom	244	R-1	38 SF	45 SF	1	0' - 0 1/4"
Level 2	Room	268	R-1	70 SF	15 SF	5	0' - 1 1/2"
Level 2	Room	269	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	270	R-1	235 SF	15 SF	16	0' - 4 3/4"
Level 2	Room	271	R-1	238 SF	15 SF	16	0' - 4 3/4"
Level 2	Room	272	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	273	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	274	R-1	240 SF	15 SF	17	0' - 5 1/8"
Level 2	Room	275	R-1	238 SF	15 SF	16	0' - 4 3/4"
Level 2	Room	276	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	277	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	278	R-1	238 SF	15 SF	16	0' - 4 3/4"
Level 2	Room	279	R-1	240 SF	15 SF	17	0' - 5 1/8"
Level 2	Room	280	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	281	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	282	R-1	238 SF	15 SF	16	0' - 4 3/4"
Level 2	Room	283	R-1	238 SF	15 SF	16	0' - 4 3/4"
Level 2	Room	284	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	285	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	286	R-1	240 SF	15 SF	17	0' - 5 1/8"
Level 2	Room	287	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	288	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	289	R-1	238 SF	15 SF	16	0' - 4 3/4"
Level 2	Room	290	R-1	240 SF	15 SF	17	0' - 5 1/8"
Level 2	Room	291	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	292	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	293	R-1	238 SF	15 SF	16	0' - 4 3/4"
Level 2	Room	294	R-1	238 SF	15 SF	16	0' - 4 3/4"
Level 2	Room	295	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	296	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	297	R-1	240 SF	15 SF	17	0' - 5 1/8"
Level 2	Room	298	R-1	234 SF	15 SF	16	0' - 4 3/4"
Level 2	Room	299	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	300	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	333	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	335	R-1	218 SF	15 SF	15	0' - 4 1/2"
Level 2	Room	336	R-1	37 SF	15 SF	3	0' - 0 7/8"

Occupant Tables

Level	Name	Number	Occupancy	Area	Occupancy Factor	Max Room Capacity	Exit Width Required
Level 2	Room	337	R-1	219 SF	15 SF	15	0' - 4 1/2"
Level 2	Room	338	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	339	R-1	218 SF	15 SF	15	0' - 4 1/2"
Level 2	Room	340	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	341	R-1	218 SF	15 SF	15	0' - 4 1/2"
Level 2	Room	342	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	343	R-1	220 SF	15 SF	15	0' - 4 1/2"
Level 2	Room	344	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	345	R-1	218 SF	15 SF	15	0' - 4 1/2"
Level 2	Room	346	R-1	37 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	347	R-1	35 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	348	R-1	222 SF	15 SF	15	0' - 4 1/2"
Level 3	Room	349	R-1	36 SF	15 SF	3	0' - 0 7/8"
Level 3	Room	350	R-1	38 SF	15 SF	3	0' - 0 7/8"
Level 3	Room	351	R-1	217 SF	15 SF	15	0' - 4 1/2"
Level 3	Room	352	R-1	38 SF	15 SF	3	0' - 0 7/8"
Level 3	Room	353	R-1	218 SF	15 SF	15	0' - 4 1/2"
Level 2	Room	354	R-1	38 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	355	R-1	38 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	356	R-1	38 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	357	R-1	38 SF	15 SF	3	0' - 0 7/8"
Level 2	Room	358	R-1	245 SF	15 SF	17	0' - 5 1/8"
Level 2	Room	359	R-1	217 SF	15 SF	15	0' - 4 1/2"
Level 2	Room	368	R-1	1133 SF	15 SF	76	1' - 10 3/4"
Level 2	Room	371	R-1	222 SF	15 SF	15	0' - 4 1/2"
Level 1	Fire Riser	373	R-1	39 SF	15 SF	3	0' - 0 7/8"
R-1				31200 SF		800	20' - 0"
Level 1	Pool Equip	127	S-2	97 SF	300 SF	1	0' - 0 1/4"
Level 2	Lower Mechanical Roof	234	S-2	195 SF	300 SF	1	0' - 0 1/4"
Level 2	Mechanical Roof	235	S-2	48 SF	300 SF	1	0' - 0 1/4"
Level 1	Storage	134	S-2	206 SF	300 SF	1	0' - 0 1/4"
Level 3	Storage	334	S-2	203 SF	300 SF	1	0' - 0 1/4"
Level 2	Storage	234	S-2	200 SF	300 SF	1	0' - 0 1/4"
Basement	Basement Storage	238	S-2	1234 SF	300 SF	5	0' - 1 1/2"
Basement	WALKIN FRIDGE	239	S-2	111 SF	300 SF	1	0' - 0 1/4"
Basement	WALKIN FREEZER	240	S-2	112 SF	300 SF	1	0' - 0 1/4"
S-2				2408 SF		13	0' - 3 7/8"
Level 1	Electrical	237	U	237 SF	300 SF	1	0' - 0 1/4"
Level 1	Ext. Heater Room	252	U	74 SF	300 SF	1	0' - 0 1/4"
U				311 SF		2	0' - 0 5/8"
				41358 SF		1228	30' - 8 3/8"

Lobby, Restaurant and Pool - Plumbing Fixtures Required as per 2902.1 (All restrooms to be within 500 foot travel distance)

Occupancy	Occupant Total	Male Occupant Total	1 per ___ Male W/C Ratio	Required Male W/C	Provided Male W/C	Female Occupant Total	1 per ___ Female W/C Ratio	Require Female W/C	Provided Female W/C
B	17	8.5	25	0.34	1	8.5	25	0.34	2
A-2	110	55	75	0.733333	1.5	55	75	0.733333	
A-4	68	34	75	0.453333	1	34	40	0.85	
S-2	9	4.5	100	0.045	0.5	4.5	4.5	1	0
U	0	0	0		0.5	0	0		
Grand total				1.571667	4.5			2.923333	2

Occupancy	1 per ___ Male LAVs Ratio	Required Male Lavs	Provided Male LAVs	1 per ___ Female LAV Ratio	Required Female LAVs	Provided Female LAV's	Required Drinking Fountain Ratio	Required Drinking Fountain	Provided Drinking Fountain	Required Service Sink	Provided Service Sink
B	40	0.2125	2	40	0.2125	2	1 per floor	1	3	1	1
A-2	200	0.275		200	0.275		1 per floor	1			
A-4	200	0.17		150	0.226667		1 per floor	1			
S-2	100	0.045		100	0.045			0	0	0	0
U	80	0		0							
Grand total		0.7025	2		0.759167	2		3	3	1	1

R-1 = 1 TOILET, SINK, SHOWER PER ROOM = PROVIDED

20-0363
12/14/2020

cmbuilders
4815 W. Russell Rd. # 170 Las Vegas, NV 89118
Tele: (702) 367-9952
www.cmbuildersvegas.com
NV # 0054968

Project No: 2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant: Veronica Brooks

Signed by: Curt McClincy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

Revisions

#	Revision Date	Revision Description

Sheet Title: Occupant & Plumbing Tables

Sheet No: A0.04

2/18/2020 | UL Product iQ

UL Product iQ™

BXUV.U419 -

Design/System/Construction/Assembly Usage Disclaimer

- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and use of UL Certified products, equipment, system, devices, and materials.
- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
- Only products which bear UL's Mark are considered Certified.

BXUV - Fire Resistance Ratings - ANSI/UL 263 Certified for United States

BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

See General Information for Fire-resistance Ratings - ANSI/UL 263 Certified for United States
Design Criteria and Allowable Variances

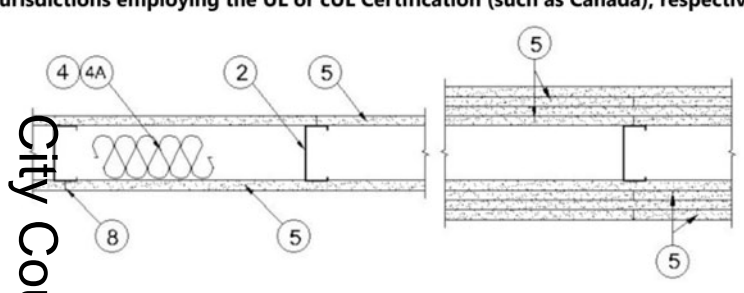
See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada
Design Criteria and Allowable Variances

Design No. U419

September 13, 2019

Nonbearing Wall Ratings — 1, 2, 3 or 4 Hr (See Items 4 & 5 through 5K)

*** Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.**



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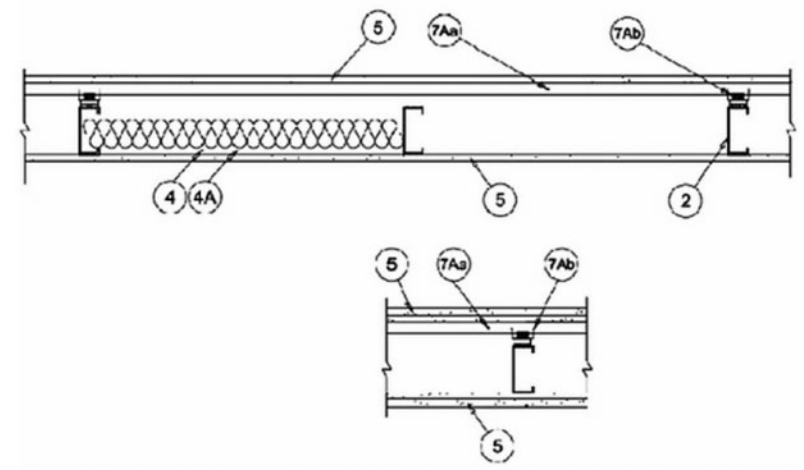
2/18/2020 | UL Product iQ



1. **Floor and Ceiling Runners** — (Not Shown) — For use with Item 2 — Channel shaped, fabricated from min 25 MSG corrosion-protected steel, min depth to accommodate stud size, with min 1-1/4 in. long legs, attached to floor and ceiling with fasteners 24 in. OC max.

1A. **Framing Members*** — **Floor and Ceiling Runner** — Not Shown — In lieu of Item 1 — For use with Item 2B, proprietary channel shaped runners, 3-5/8 in. deep attached to floor and ceiling with fasteners 24 in. OC max.
CALIFORNIA EXPANDED METAL PRODUCTS CO — Viper25™ Track

CRACO MFG INC — SmartTrack25™

MARINO/WARE, DIV OF WARE INDUSTRIES INC — Viper25™ Track

FUSION BUILDING PRODUCTS — Viper25™ Track

IMPERIAL MANUFACTURING GROUP INC — Viper25™ Track

1B. **Framing Members*** — **Floor and Ceiling Runner** — Not Shown — In lieu of Item 1 — For use with Item 2C, proprietary channel shaped runners, 1-1/4 in. wide by 3-5/8 in. deep fabricated from min 0.018 in. thick galv steel, attached to floor and ceiling with fasteners spaced 24 in. OC max.
CALIFORNIA EXPANDED METAL PRODUCTS CO — Viper20™ Track

MARINO/WARE, DIV OF WARE INDUSTRIES INC — Viper20™ Track

FUSION BUILDING PRODUCTS — Viper20™ Track

IMPERIAL MANUFACTURING GROUP INC — Viper20™ Track

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2/18/2020 | UL Product iQ

1C. **Framing Members*** — **Floor and Ceiling Runners** — (Not Shown) — In lieu of Item 1 — Channel shaped, attached to floor and ceiling with fasteners 24 in. OC max.
ALLSTEEL & GYPSUM PRODUCTS INC — Type SUPREME D24/30EQD and Type SUPREME D20

CONSOLIDATED FABRICATORS CORP, BUILDING PRODUCTS DIV — Type SUPREME D24/30EQD and Type SUPREME D20

QUAIL RUN BUILDING MATERIALS INC — Type SUPREME D24/30EQD and Type SUPREME D20

SCAFCO STEEL STUD MANUFACTURING CO — Type SUPREME D24/30EQD and Type SUPREME D20

STEEL CONSTRUCTION SYSTEMS INC — Type SUPREME D24/30EQD and Type SUPREME D20

UNITED METAL PRODUCTS INC — Type SUPREME D24/30EQD and Type SUPREME D20

1D. **Floor and Ceiling Runners** — (Not Shown) — For use with Item 2A — Channel shaped, fabricated from min 20 MSG corrosion-protected or galv steel, min depth to accommodate stud size, with min 1 in. long legs, attached to floor and ceiling with fasteners spaced max 24 in. OC.

1E. **Framing Members*** — **Floor and Ceiling Runners** — (Not Shown, As an alternate to Item 1) — For use with Items 2E, 5F or 5G or 5I only, channel shaped, fabricated from min. 0.015 in. (min bare metal thickness) galvanized steel, attached to floor and ceiling with fasteners 24 in. OC max.
CLARKDIETRICH BUILDING SYSTEMS — CD ProTRAK

DMFCWBS L L C — ProTRAK

MBA METAL FRAMING — ProTRAK

RAM SALES L L C — Ram ProTRAK

STEEL STRUCTURAL PRODUCTS L L C — Tri-S ProTRAK

1F. **Framing Members*** — **Floor and Ceiling Runner** — Not Shown — In lieu of Item 1 — For use with Item 2F, proprietary channel shaped runners, minimum width to accommodate stud size, with 1- 1/8 in. long legs fabricated from min 0.015 in. (min bare metal thickness) galv steel, attached to floor and ceiling with fasteners spaced 24 in. OC max.
SUPER STUD BUILDING PRODUCTS — The Edge

1G. **Framing Members*** — **Floor and Ceiling Runner** — For use with Item 2G, proprietary channel shaped runners, minimum width to accommodate stud size attached to floor and ceiling with fasteners 24 in. OC max.
STUDCO BUILDING SYSTEMS — CROCSTUD Track

1H. **Floor and Ceiling Runners** — (Not Shown) — Channel shaped, fabricated from min 0.02 in. galv steel, min width to accommodate stud size, with min 1 in. long legs, for use with studs specified below and fabricated from min 0.018 in. galv steel or thicker, attached to floor and ceiling with fasteners spaced max 24 in. OC.
MARINO/WARE, DIV OF WARE INDUSTRIES INC — Viper20™ Track VT100

FUSION BUILDING PRODUCTS — Viper20™ Track VT100

https://iq.ulprospector.com/en/profile?e=14979 3/15

2/18/2020 | UL Product iQ

IMPERIAL MANUFACTURING GROUP INC — Viper20™ Track VT100

1I. **Framing Members*** — **Floor and Ceiling Runners** — (Not Shown, As an alternate to Item 1) — For use with Items 2H, channel shaped, fabricated from min. 0.015 in. (min bare metal thickness) galvanized steel, attached to floor and ceiling with fasteners 24 in. OC max.
TELLING INDUSTRIES L L C — TRUE-TRACK™

1J. **Framing Members*** — **Floor and Ceiling Runner** — Not Shown — In lieu of Item 1 — For use with Item 2I, proprietary channel shaped runners, 3-5/8 in. deep attached to floor and ceiling with fasteners 24 in. OC max.
TELLING INDUSTRIES L L C — Viper25™ Track

1K. **Framing Members*** — **Floor and Ceiling Runner** — Not Shown — In lieu of Item 1 — For use with Item 2J, proprietary channel shaped runners, 1-1/4 in. wide by 3-5/8 in. deep fabricated from min 0.018 in. thick galv steel, attached to floor and ceiling with fasteners spaced 24 in. OC max.
TELLING INDUSTRIES L L C — Viper20™ Track

1L. **Framing Members*** — **Floor and Ceiling Runner** — Not Shown — In lieu of Item 1 — For use with Item 2N, proprietary channel shaped runners, 1-1/4 in. wide by min. 3-1/2 in. deep fabricated from min 0.018 in. thick galv steel, attached to floor and ceiling with fasteners spaced 24 in. OC max.
STEEL INVESTMENT GROUP L L C — AlphaTRAK

1M. **Framing Members*** — **Floor and Ceiling Runners** — Not Shown — As an alternate to Item 1 — For use with Item 2O, proprietary channel shaped runners, min width to accommodate stud size, galv steel, attached to floor and ceiling with fasteners spaced 24 in. OC max.
RONDO BUILDING SERVICES PTY LTD — Rondo Wall Track

1N. **Framing Members*** — **Floor and Ceiling Runners** — Not Shown — As an alternate to Item 1 — For use with Item 2P, proprietary channel shaped runners, min width to accommodate stud size, galv steel, attached to floor and ceiling with fasteners spaced 24 in. OC max.
OEG BUILDING MATERIALS — OEG Track

1O. **Framing Members*** — **Floor and Ceiling Runner** — Not Shown — In lieu of Item 1 — For use with Item 2Q, proprietary channel shaped runners, min width to accommodate stud size, fabricated from min. 25 MSG (0.018 in. min. bare metal thickness), attached to floor and ceiling with fasteners spaced 24 in. OC max.
CALIFORNIA EXPANDED METAL PRODUCTS CO — Viper X Track

2. **Steel Studs** — Channel shaped, fabricated from min 25 MSG corrosion-protected steel, min depth as indicated under Item 5, spaced a max of 24 in. OC. Studs to be cut 3/8 to 3/4 in. less than assembly height.

2A. **Steel Studs** — (As an alternate to Item 2, For use with Items 5B, 5E, 5H, 5J and 5K) — Channel shaped, fabricated from min 20 MSG corrosion-protected or galv steel, 3-1/2 in. min depth, spaced a max of 16 in. OC. Studs friction-fit into floor and ceiling runners. Studs to be cut 5/8 to 3/4 in. less than assembly height.

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2B. **Framing Members*** - **Steel Studs** — (As an alternate to Item 2, For use with Items 5C, 5I or 5K) — Proprietary channel shaped studs, 3-5/8 in. deep spaced a max of 24 in. OC. Studs to be cut 3/4 in less than the assembly height and installed with a 1/2 in. gap between the end of the stud and track at the bottom of the wall. For direct attachment of gypsum board only.
CALIFORNIA EXPANDED METAL PRODUCTS CO — Viper25™

CRACO MFG INC — SmartStud25™

MARINO/WARE, DIV OF WARE INDUSTRIES INC — Viper25™

FUSION BUILDING PRODUCTS — Viper25™

IMPERIAL MANUFACTURING GROUP INC — Viper25™

2C. **Framing Members*** — **Steel Studs** — Not Shown — In lieu of Item 2 — proprietary channel shaped steel studs, min depth as indicated under Item 5, spaced a max if 24 in. OC, fabricated from min 0.018 in. thick galv steel. Studs cut 3/8 in. to 3/4 in. less in lengths than assembly heights.
CALIFORNIA EXPANDED METAL PRODUCTS CO — Viper20™

MARINO/WARE, DIV OF WARE INDUSTRIES INC — Viper20™

FUSION BUILDING PRODUCTS — Viper20™

IMPERIAL MANUFACTURING GROUP INC — Viper20™

2D. **Framing Members*** — **Steel Studs** — In lieu of Item 2 — Channel shaped studs, min depth as indicated under Item 5, spaced a max of 24 in. OC. Studs to be cut 3/4 in. less than assembly height.
ALLSTEEL & GYPSUM PRODUCTS INC — Type SUPREME D24/30EQD and Type SUPREME D20

CONSOLIDATED FABRICATORS CORP, BUILDING PRODUCTS DIV — Type SUPREME D24/30EQD and Type SUPREME D20

QUAIL RUN BUILDING MATERIALS INC — Type SUPREME D24/30EQD and Type SUPREME D20

SCAFCO STEEL STUD MANUFACTURING CO — Type SUPREME D24/30EQD and Type SUPREME D20

STEEL CONSTRUCTION SYSTEMS INC — Type SUPREME D24/30EQD and Type SUPREME D20

UNITED METAL PRODUCTS INC — Type SUPREME D24/30EQD and Type SUPREME D20

2E. **Framing Members*** — **Steel Studs** — (Not Shown, As an alternate to Item 2) — For use with Items 5F or 5G or 5I or 5K only, channel shaped studs, min depth as indicated under Item 5F, 5G or 5I, fabricated from min. 0.015 in. (min bare metal thickness) galvanized steel, spaced a max of 24 in. OC. Studs to be cut 3/4 in. less than assembly height.
CLARKDIETRICH BUILDING SYSTEMS — CD ProSTUD

DMFCWBS L L C — ProSTUD

MBA METAL FRAMING — ProSTUD

https://iq.ulprospector.com/en/profile?e=14979 5/15

2/18/2020 | UL Product iQ

RAM SALES L L C — Ram ProSTUD

STEEL STRUCTURAL PRODUCTS L L C — Tri-S ProSTUD

2F. **Framing Members*** — **Steel Studs** — Not Shown — In lieu of Item 2 — proprietary channel shaped steel studs, minimum width indicated under Item 5, 1-1/4 in. deep fabricated from min 0.015 in. (min bare metal thickness) galvanized steel. Studs 3/8 in. to 3/4 in. less in lengths than assembly heights.
SUPER STUD BUILDING PRODUCTS — The Edge

2G. **Framing Members*** — **Steel Studs** — Not Shown — In lieu of Item 2 — proprietary channel shaped studs, minimum width indicated under Item 5, Studs to be cut 3/8 to 3/4 in less than the assembly height.
STUDCO BUILDING SYSTEMS — CROCSTUD

2H. **Framing Members*** — **Steel Studs** — (Not Shown, As an alternate to Item 2) — Fabricated from min. 0.015 in. (min bare metal thickness) galvanized steel, spaced a max of 24 in. OC. Studs to be cut 3/4 in. less than assembly height.
TELLING INDUSTRIES L L C — TRUE-STUD™

2I. **Framing Members*** — **Steel Studs** — (As an alternate to Item 2, For use with Items 5C or 5L or 5K) — Proprietary channel shaped studs, 3-5/8 in. deep spaced a max of 24 in. OC. Studs to be cut 3/4 in less than the assembly height and installed with a 1/2 in. gap between the end of the stud and track at the bottom of the wall. For direct attachment of gypsum board only.
TELLING INDUSTRIES L L C — Viper25™

2J. **Framing Members*** — **Metal Studs** — Not Shown — In lieu of Item 2 — proprietary channel shaped steel studs, min depth as indicated under Item 5, spaced a max if 24 in. OC, fabricated from min 0.018 in. thick galv steel. Studs cut 3/8 in. to 3/4 in. less in lengths than assembly heights
TELLING INDUSTRIES L L C — Viper20™

2K. **Framing Members*** — **Steel Studs** — As an alternate to Item 2 — For use with Item 1, channel shaped studs, fabricated from min 25 MSG corrosion-protected steel, min depth as indicated under Item 5, spaced a max of 24 in. OC. Studs to be cut 3/8 to 3/4 in. less than assembly height.
EB METAL INC — NITROSTUD

2L. **Framing Members*** — **Steel Studs** — As an alternate to Item 2 — For use with Item 1, channel shaped studs, fabricated from min 25 MSG corrosion-protected steel, min depth as indicated under Item 5, spaced a max of 24 in. OC. Studs to be cut 3/8 to 3/4 in. less than assembly height.
OLMAR SUPPLY INC — PRIMESTUD

2M. **Framing Members*** — **Steel Studs** — As an alternate to Item 2 — For use with Item 1, channel shaped studs, fabricated from min 25 MSG corrosion-protected steel, min depth as indicated under Item 5, spaced a max of 24 in. OC. Studs to be cut 3/8 to 3/4 in. less than assembly height.
MARINO/WARE, DIV OF WARE INDUSTRIES INC — StudRite™

https://iq.ulprospector.com/en/profile?e=14979 6/15

2/18/2020 | UL Product iQ

2N. **Framing Members***— **Steel Studs** — As an alternate to Item 2 — proprietary channel shaped steel studs, min depth 3-1/2 in. and as indicated under Item 5, spaced a max of 24 in. OC, fabricated from min 0.018 in. thick galv steel. Studs cut 3/8 in. to 3/4 in. less in length than assembly height.
STEEL INVESTMENT GROUP L L C — AlphaSTUD

2O. **Framing Members*** — **Steel Studs** — As an alternate to Item 2 — proprietary channel shaped steel studs, min width as indicated under Item 5, galv steel. Studs to be cut 3/8 to 3/4 in. less in lengths than assembly height. Spaced 24 in. OC max.
RONDO BUILDING SERVICES PTY LTD — Rondo Lipped Wall Stud

2P. **Framing Members*** — **Steel Studs** — As an alternate to Item 2 — proprietary channel shaped steel studs, min width as indicated under Item 5, min 25 MSG galv steel. Studs to be cut 3/8 to 3/4 in. less in lengths than assembly height. Spaced 24 in. OC max.
OEG BUILDING MATERIALS — OEG Stud

2Q. **Framing Members*** — **Steel Studs** — Not Shown — In lieu of Item 2 — For use with Item 1O, proprietary channel shaped steel studs, min depth as indicated under Item 5, spaced a max of 24 in. OC, fabricated from min 25 MSG (0.018 in. min. bare metal thickness). Studs cut 3/8 in. to 3/4 in. less in lengths than assembly heights.
CALIFORNIA EXPANDED METAL PRODUCTS CO — Viper X

3. **Wood Structural Panel Sheathing** — (Optional, For use with Item 5 Only) — (Not Shown) — 4 ft wide, 7/16 in. thick oriented strand board (OSB) or 15/32 in. thick structural 1 sheathing (plywood) complying with DOC PS1 or PS2, or APA Standard PRP-108, manufactured with exterior glue, applied horizontally or vertically to the steel studs. Vertical joints centered on studs, and staggered one stud space from wallboard joints. Attached to studs with flat-head self-drilling tapping screws with a min. head diam. of 0.292 in. at maximum 6 in. OC. in the perimeter and 12 in. OC. in the field. When used, gypsum panels attached over OSB or plywood panels and fastener lengths for gypsum panels increased by min. 1/2 in.

4. **Batts and Blankets*** — (Required as indicated under Item 5) — Mineral wool batts, friction fitted between studs and runners. Min nom thickness as indicated under Item 5.
See **Batts and Blankets** (BKNV or BZJZ) Categories for names of Classified companies.

4A. **Batts and Blankets*** — (Optional) — Placed in stud cavities, any glass fiber or mineral wool insulation bearing the UL Classification Marking as to Surface Burning Characteristics and/or Fire Resistance.
See **Batts and Blankets** (BKNV or BZJZ) Categories for names of Classified companies.

4B. **Batts and Blankets*** — For use with Item 5K. Placed in stud cavities, any min. 3-1/2 in. thick glass fiber insulation bearing the UL Classification Marking as to Surface Burning Characteristics and/or Fire Resistance.
See **Batts and Blankets** (BKNV or BZJZ) Categories for names of Classified companies.

4C. **Fiber, Sprayed*** — (Optional) and as an alternate to Batts and Blankets (Item 4B) where insulation is required - Spray applied granulated mineral fiber material. The fiber is applied with adhesive at a minimum density of 4.0 pcf to completely fill the wall cavity in accordance with the application instructions supplied with the product. See **Fiber, Sprayed** (CCAZ).
AMERICAN ROCKWOOL MANUFACTURING, LLC — Type Rockwool Premium Plus

5. **Gypsum Board*** — Gypsum panels with beveled, square or tapered edges, applied vertically or horizontally. Vertical joints centered over studs and staggered one stud cavity on opposite sides of studs. Vertical joints in adjacent layers (multilayer systems) staggered one stud cavity. Horizontal joints need not be backed by steel framing. Horizontal edge joints and horizontal butt joints on opposite sides of studs need not be staggered. Horizontal edge joints and horizontal butt joints in adjacent layers (multilayer systems) staggered a min of 12 in. The thickness and number of layers for the 1 hr, 2 hr, 3 hr and 4 hr ratings are as follows:

https://iq.ulprospector.com/en/profile?e=14979 7/15

2/18/2020 | UL Product iQ

Gypsum Board Protection on Each Side of Wall

Rating, Hr	Min Stud Depth, in. Items 2, 2C, 2D, 2F, 2G, 2O	No. of Layers & Thkns of Panel	Min Thkns of Insulation (Item 4)
1	3-1/2	1 layer, 5/8 in. thick	Optional
1	2-1/2	1 layer, 1/2 in. thick	1-1/2 in.
1	1-5/8	1 layer, 3/4 in. thick	Optional
2	1-5/8	2 layers, 1/2 in. thick	Optional
2	1-5/8	2 layers, 5/8 in. thick	Optional
2	3-1/2	1 layer, 3/4 in. thick	3 in.
3	1-5/8	3 layers, 1/2 in. thick	Optional
3	1-5/8	2 layers, 3/4 in. thick	Optional
3	1-5/8	3 layers, 5/8 in. thick	Optional
4	1-5/8	4 layers, 5/8 in. thick	Optional
4	1-5/8	4 layers, 1/2 in. thick	Optional
4	2-1/2	2 layers, 3/4 in. thick	2 in.

CGC INC — 1/2 in. thick Type C, IP-X2 or IPC-AR; WRC, 5/8 in. thick Type AR, C, IP-AR, IP-X1, IP-X2, IPC-AR, SCX, SHX, WRX or WRC; 3/4 in. thick Types IP-X3 or ULTRACODE

UNITED STATES GYPSUM CO — 1/2 in. thick Type C, IP-X2, IPC-AR or WRC; 5/8 in. thick Type SCX, SGX, SHX, WRX, IP-X1, AR, C, WRC, FRX-G, IP-AR, IP-X2, IPC-AR; 3/4 in. thick Types IP-X3 or ULTRACODE

USG BORAL DRYWALL SFZ LLC — 1/2 in. Type C; 5/8 in. Types C, SCX, SGX, ULTRACODE

USG MEXICO S A DE C V — 1/2 in. thick Type C, IP-X2, IPC-AR or WRC; 5/8 in. thick Type AR, C, IP-AR, IP-X1, IP-X2, IPC-AR, SCX, SHX, WRX, WRC or; 3/4 in. thick Types IP-X3 or ULTRACODE

When Item 7B, **Steel Framing Members***, is used, Nonbearing Wall Rating is limited to 1 Hr. Min. stud depth is 3-1/2 in., min. thickness of insulation (Item 4) is 3 in., and two layers of gypsum board panels (1/2 in. or 5/8 in. thick) shall be attached to furring channels as described in Item 6. One layer of gypsum board panels (1/2 in. or 5/8 in. thick) attached to opposite side of stud without furring channels as described in Item 6.

5A. **Gypsum Board*** — (As an alternate to Item 5) — 5/8 in. thick, 24 to 54 in. wide, applied horizontally as the outer layer to one side of the assembly. Secured as described in Item 6.
CGC INC — Type SHX.

UNITED STATES GYPSUM CO — Type FRX-G, SHX.

USG MEXICO S A DE C V — Type SHX.

https://iq.ulprospector.com/en/profile?e=14979 8/15

cmbuilders
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Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Design Consultant: Veronica Brooks

Signed by: Curt McClincy

Date:

Project Name:

Las Vegas.Net Hotel

2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

Revision Description:	Revision Date:	#

Sheet Title: UL Design Installation Instructions

Sheet No: A0.05a

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2/18/2020 | UL Product iQ

5B. **Gypsum Board*** — (Not Shown) — As an alternate to Item 5 when used as the base layer on one or both sides of wall when 5/8 in or 3/4 in. thick products are specified. For direct attachment only to steel studs Item 2A, (not to be used with Item 3) — Nom 5/8 in. or 3/4 in. may be used as alternate to all 5/8 in. or 3/4 in. shown in Item 5, Wallboard Protection on Each Side of Wall table. Nom 5/8 in. or 3/4 in. thick lead backed gypsum panels with beveled, square or tapered edges, applied vertically. Vertical joints centered over studs and staggered min 1 stud cavity on opposite sides of studs. Gypsum board secured to 20 MSG steel studs Item 2A with 1-1/4 in. long Type S-12 steel screws spaced 8 in. OC at perimeter and 12 in. OC in the field. To be used with Lead Batten Strips (see Item 11) or Lead Discs or Tabs (see Item 12).
RAY-BAR ENGINEERING CORP — Type RB-LBG

5C. **Gypsum Board*** — (For Use With Item 2B) — Rating Limited to 1 Hour. 5/8 in. thick, 48 in. wide, Gypsum panels with beveled, square or tapered edges, applied vertically or horizontally. (Vertical Application) - The gypsum board is to be installed on each side of the studs with 1 in. long Type S coated steel screws spaced 8 in. OC starting 4 in. from the edge of the board at the vertical edges and 12 in. OC starting 6 in. from the edge of the board at the center of each board. Gypsum boards are to be secured to the top and bottom track with screws spaced 8 in. OC starting 4 in. from the board edge. Fasteners shall not penetrate through both the stud and the track at the same time. Vertical joints are to be centered over studs and staggered one stud cavity on opposite sides of studs. (Horizontal Application) - The gypsum board is to be installed on each side of the studs with 1 in. long Type S coated steel screws spaced 8 in. OC starting 4 in. from the edge of the board at the vertical edges and 12 in. OC starting 6 in. from the edge of the board at the center of each board. Gypsum boards are to be secured to the top and bottom track with screws spaced 8 in. OC starting 4 in. from the board edge. Fasteners shall not penetrate through both the stud and the track at the same time. All horizontal joints are to be backed as outlined under section VI of Volume 1 in the Fire Resistive Directory.
CGC INC — Type SCX.

UNITED STATES GYPSUM CO — Type SCX, SGX.

USG BORAL DRYWALL SFZ LLC — Type SCX

USG MEXICO S A DE C V — Type SCX

5D. **Gypsum Board*** — (As an alternate to Item 5) — 5/8 in. thick, 48 in. wide, applied vertically or horizontally. Secured as described in Item 6. For use with Items 1 and 2 only.
CGC INC — Type USGX

UNITED STATES GYPSUM CO — Type USGX

USG BORAL DRYWALL SFZ LLC — Type USGX

USG MEXICO S A DE C V — Type USGX

5E. **Gypsum Board*** — (Not Shown) — (As an alternate to Item 5 when used as the base layer on one or both sides of wall when 1/2 in. or 5/8 in thick products are specified. For direct attachment only to steel studs Item 2A, not to be used with Item 3). Nominal 5/8 in. thick lead backed gypsum panels with beveled, square or tapered edges, applied vertically. Vertical joints centered over studs and staggered min 1 stud cavity on opposite sides of studs. Wallboard secured to studs with 1-1/4 in. long Type S-12 (or No. 6 by 1-1/4 in. long bugle head fine driller) steel screws spaced 8 in. OC at perimeter and 12 in. OC in the field.
NEW ENGLAND LEAD BURNING CO INC, DBA NELCO — Nelco

https://iq.ulprospector.com/en/profile?e=14979 9/15

2/18/2020 | UL Product iQ

5F. **Gypsum Board*** — (As an alternate to Item 5) — For use with Items 1E and 2E and limited to 1 Hour Rating only, Gypsum panels with beveled, square or tapered edges, applied vertically, and fastened to the steel studs with 1 in. long Type S screws spaced 8 in. OC along vertical and bottom edges and 12 in. OC in the field. Vertical joints centered over studs and staggered one stud cavity on opposite sides of studs. Steel stud depth shall be a minimum 3-5/8 in.
UNITED STATES GYPSUM CO — 5/8 in. thick Type SCX, SGX

USG BORAL DRYWALL SFZ LLC — 5/8 in. thick Type SCX, SGX

5G. **Gypsum Board*** — (As an alternate to Item 5) — For use with Items 1E and 2E only, Gypsum panels with beveled, square or tapered edges, applied vertically or horizontally, as specified in the table below and fastened to the steel studs as described in Item 6. Vertical joints centered over studs and staggered one stud cavity on opposite sides of studs. Vertical joints in adjacent layers (multilayer systems) staggered one stud cavity. Horizontal joints need not be backed by steel framing. Horizontal edge joints and horizontal butt joints on opposite sides of studs need not be staggered. Horizontal edge joints and horizontal butt joints in adjacent layers (multilayer systems) staggered a min of 12 in. The thickness and number of layers for the 2 hr, 3 hr and 4 hr ratings are as follows:

Gypsum Board Protection on Each Side of Wall

Rating, Hr	Min Stud Depth, in. Item 2E	No. of Layers & Thickness of Panel	Min Thkns of Insulation (Item 4)
2	1-5/8	2 layers, 1/2 in. thick	Optional
2	1-5/8	2 layers, 5/8 in. thick	Optional
3	1-5/8	3 layers, 1/2 in. thick	Optional
3	1-5/8	3 layers, 5/8 in. thick	Optional
4	1-5/8	4 layers, 5/8 in. thick	Optional
4	1-5/8	4 layers, 1/2 in. thick	Optional

CGC INC — 1/2 in. thick Type C, IP-X2 or IPC-AR; 5/8 in. thick Type AR, C, IP-AR, IP-X1, IP-X2, IPC-AR, SCX, SHX, or; 3/4 in. thick Types IP-X3 or ULTRACODE

UNITED STATES GYPSUM CO — 1/2 in. thick Type C, IP-X2, IPC-AR or; 5/8 in. thick Type SCX, SGX, SHX, IP-X1, AR, C, , FRX-G, IP-AR, IP-X2, IPC-AR, ULIX; 3/4 in. thick Types IP-X3 or ULTRACODE

USG BORAL DRYWALL SFZ LLC — 1/2 in. Type C; 5/8 in. Types C, SCX, SGX, ULTRACODE

USG MEXICO S A DE C V — 1/2 in. thick Type C, IP-X2, IPC-AR or; 5/8 in. thick Type AR, C, IP-AR, IP-X1, IP-X2, IPC-AR, SCX, SHX, or; 3/4 in. thick Types IP-X3 or ULTRACODE

5H. **Gypsum Board*** — (Not Shown) — (As an alternate to Item 5 when used as the base layer on one or both sides of wall when 5/8 or 3/4 in thick products are specified. For direct attachment only to steel studs Item 2A, (not to be used with Item 3) - Nom 5/8 or 3/4 in. may be used as alternate to all 5/8 or 3/4 in. shown in Item 5, Wallboard Protection on Each Side of Wall table. Nom 5/8 or 3/4 in. thick lead backed gypsum panels with beveled, square or tapered edges, applied vertically. Vertical joints centered over 20 MSG steel studs and staggered min 1 stud cavity on opposite sides of studs. Wallboard secured to studs with 1-1/4 in. long Type S-12 steel screws spaced 8 in. OC at perimeter and 12 in. OC in the field. Gypsum board secured to 20 MSG steel studs Item 2B with 1-1/4 in. long Type S-12 steel screws spaced 8 in. OC at perimeter and 12 in. OC in the field. For Joint Compound see Item 5. To be used with Lead Batten Strips (see Item 11A) or Lead Discs (see Item 12A).
MAYCO INDUSTRIES INC — Type X-Ray Shielded Gypsum

https://iq.ulprospector.com/en/profile?e=14979 10/15

2/18/2020 | UL Product iQ

5I. **Gypsum Board*** — (As an alternate to Item 5) — Nom. 5/8 in. thick gypsum panels with beveled, square or tapered edges installed as described in Item 5. Steel stud minimum depth shall be as indicated in Item 5.
CGC INC — Type ULX

UNITED STATES GYPSUM CO — Type ULX

USG MEXICO S A DE C V — Type ULX

5J. **Gypsum Board*** — (Not Shown) — (As an alternate to Item 5 when used as the base layer on one or both sides of wall when 1/2 in. or 5/8 in thick products are specified. For direct attachment only to steel studs Item 2A, not to be used with Item 3). Nom 5/8 in. thick lead backed gypsum panels with beveled, square or tapered edges, applied vertically. Vertical joints centered over studs and staggered min 1 stud cavity on opposite sides of studs. Wallboard secured to studs with 1-1/4 in. long Type S-12 steel screws gypsum panel steel screws spaced 8 in. OC at perimeter and 12 in. OC in the field. Lead batten strips required behind vertical joints of lead backed gypsum wallboard and optional at remaining stud locations. Lead batten strips, min 2 in. wide, max 8 ft long with a max thickness of 0.14 in. placed on the face of studs and attached to the stud with construction adhesive and two 1 in. long Type S-12 pan head steel screws, one at the top of the strip and one at the bottom of the strip. Lead discs, nominal 3/8 in. diam by max 0.085 in. thick. Compression fitted or adhered over the screw heads. Lead batten strips and discs to have a purity of 99.9% meeting the Federal specification QQ-L-201f, Grade "C".
RADIATION PROTECTION PRODUCTS INC — Type RPP - Lead Lined Drywall

5K. **Gypsum Board*** — (Not Shown) — (As an alternate to Item 5) — Nom. 5/8 in. thick gypsum panels with beveled, square or tapered edges, applied vertically or horizontally. Vertical joints centered over studs and staggered one stud cavity on opposite sides of studs. Vertical joints in adjacent layers (multilayer systems) staggered one stud cavity. Horizontal joints need not be backed by steel framing. Horizontal edge joints and horizontal butt joints on opposite sides of studs need not be staggered. Horizontal edge joints and horizontal butt joints in adjacent layers (multilayer systems) need not be staggered. The number of layers for the 1 hr, 2 hr, 3 hr and 4 hr ratings are as follows:

Gypsum Board Protection on Each Side of Wall

Rating, Hr	Min Stud Depth, in. Items 2 through 2O	No. of Layers & Thkns of Panel	Min Thkns of Insulation (Item 4B)
1	3-5/8	1 layer, 5/8 in. thick	3-1/2 in.
2	1-5/8	2 layers, 5/8 in. thick	Optional
3	1-5/8	3 layers, 5/8 in. thick	Optional
4	1-5/8	4 layers, 5/8 in. thick	Optional

UNITED STATES GYPSUM CO — 5/8 in. thick Type ULIX

6. **Fasteners** — (Not Shown) — For use with Items 2 and 2F - Type S or S-12 steel screws used to attach panels to studs (Item 2) or furring channels (Item 7). **Single layer systems:** 1 in. long for 1/2 and 5/8 in. thick panels or 1-1/4 in. long for 3/4 in. thick panels, spaced 8 in. OC when panels are applied horizontally, or 8 in. OC along vertical and bottom edges and 12 in. OC in the field when panels are applied vertically. **Two layer systems:** First layer- 1 in. long for 1/2 and 5/8 in. thick panels or 1-1/4 in. long for 3/4 in. thick panels, spaced 16 in. OC. Second layer- 1-5/8 in. long for 1/2 in., 5/8 in. thick panels or 2-1/4 in. long for 3/4 in. thick panels, spaced 16 in. OC with screws offset 8 in. from first layer. **Three-layer systems:** First layer- 1 in. long for 1/2

https://iq.ulprospector.com/en/profile?e=14979 11/15

2/18/2020 | UL Product iQ

in., 5/8 in. thick panels, spaced 24 in. OC. Second layer- 1-5/8 in. long for 1/2 in., 5/8 in. thick panels, spaced 24 in. OC. Third layer- 2-1/4 in. long for 1/2 in., 5/8 in. thick panels or 2-5/8 in. long for 5/8 in. thick panels, spaced 12 in. OC. Screws offset min 6 in. from layer below. **Four-layer systems:** First layer- 1 in. long for 1/2 in., 5/8 in. thick panels, spaced 24 in. OC. Second layer- 1-5/8 in. long for 1/2 in., 5/8 in. thick panels, spaced 24 in. OC. Third layer- 2-1/4 in. long for 1/2 in. thick panels or 2-5/8 in. long for 5/8 in. thick panels, spaced 24 in. OC. Fourth layer- 2-5/8 in. long for 1/2 in. thick panels or 3 in. long for 5/8 in. thick panels, spaced 12 in. OC. Screws offset min 6 in. from layer below.

7. **Furring Channels** — (Optional, Not Shown, for single or double layer systems) — Resilient furring channels fabricated from min 25 MSG corrosion-protected steel, spaced vertically a max of 24 in. OC. Flange portion attached to each intersecting stud with 1/2 in. long Type S-12 steel screws. Not for use with Item 5A.

7A. **Framing Members*** — (Optional on one or both sides, not shown, for single or double layer systems) — As an alternate to Item 7, furring channels and Steel Framing Members as described below:
a. **Furring Channels** — Formed of No. 25 MSG galv steel. 2-9/16 in. or 2-23/32 in. wide by 7/8 in. deep, spaced max. 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Gypsum board attached to furring channels as described in Item 6. Not for use with Item 5A.

b. **Steel Framing Members*** — Used to attach furring channels (Item 7Aa) to studs (Item 2). Clips spaced max. 48 in. OC. RSIC-1 and RSIC-1 (2.75) clips secured to studs with No. 8 x 1-1/2 in. minimum self-drilling, S-12 steel screw through the center grommet. RSIC-V and RSIC-V (2.75) clips secured to studs with No. 8 x 9/16 in. minimum self-drilling, S-12 steel screw through the center hole. Furring channels are friction fitted into clips. RSIC-1 and RSIC-V clips for use with 2-9/16 in. wide furring channels. RSIC-1 (2.75) and RSIC-V (2.75) clips for use with 2-23/32 in. wide furring channels.
PAC INTERNATIONAL L L C — Types RSIC-1, RSIC-V, RSIC-1 (2.75), RSIC-V (2.75).

7B. **Framing Members*** — (Optional, Not Shown) — As an alternate to Item 7, for single or double layer systems, furring channels and Steel Framing Members on only one side of studs as described below:
a. **Furring Channels** — Formed of No. 25 MSG galv steel, spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Batts and Blankets placed in stud cavity as described in Item 5. Two layers of gypsum board attached to furring channels as described in Item 5. Not for use with Item 5A.

b. **Steel Framing Members*** — Used to attach furring channels (Item 7Ba) to one side of studs (Item 2) only. Clips spaced 48 in. OC., and secured to studs with two No. 8 x 2-1/2 in. coarse drywall screws, one through the hole at each end of the clip. Furring channels are friction fitted into clips.
KINETICS NOISE CONTROL INC — Type Isomax

7C. **Framing Members*** — (Not Shown) — (Optional on one or both sides, not shown, for single or double layer systems) — As an alternate to Item 7, furring channels and Steel Framing Members as described below:
a. **Furring Channels** — Formed of No. 25 MSG galv steel. 2-3/8 in. wide by 7/8 in. deep, spaced max. 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Gypsum board attached to furring channels as described in Item 6. Not for use with Item 5A.

b. **Steel Framing Members*** — Used to attach furring channels (Item 7Ca) to studs (Item 2). Clips spaced max. 48 in. OC. GENIECLIPS secured to studs with No. 8 x 1-1/2 in. minimum self-drilling, S-12 steel screw through the center grommet. Furring channels are friction fitted into clips.
PLITEQ INC — Type GENIECLIP

7D. **Steel Framing Members*** — (Optional on one or both sides, not shown, for single or double layer systems) — Furring channels and Steel Framing Members as described below:
a. **Furring Channels** — Formed of No. 25 MSG galv steel. Spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Ends of adjoining channels overlapped 6 in. and tied together with double strand of

https://iq.ulprospector.com/en/profile?e=14979 12/15

2/18/2020 | UL Product iQ

No. 18 AWG galvanized steel wire.. Gypsum board attached to furring channels as described in Item 6. Not for use with Item 5A.

b. **Steel Framing Members*** — Used to attach furring channels (Item 7Da) to studs. Clips spaced 48 in. OC., and secured to studs with 2 in. coarse drywall screw with 1 in. diam washer through the center hole. Furring channels are friction fitted into clips
STUDCO BUILDING SYSTEMS — RESILMOUNT Sound Isolation Clips - Type A237 or A237R

7E. **Steel Framing Members*** — (Optional on one or both sides, not shown, for single or double layer systems) — Furring channels and Steel Framing Members as described below:
a. **Furring Channels** — Formed of No. 25 MSG galv steel. Spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item 7Eb. Ends of adjoining channels overlapped 6 in. and tied together with double strand of No. 18 AWG galvanized steel wire.. Gypsum board attached to furring channels as described in Item 6. Not for use with Item 5A and 5E.

b. **Steel Framing Members*** — Used to attach furring channels (Item 7Ea) to studs. Clips spaced 48 in. OC., and secured to studs with No. 8 x 2-1/2 in. coarse drywall screw through the center hole. Furring channels are friction fitted into clips.
REGUPOL AMERICA — Type SonusClip

7F. **Steel Framing Members*** — (Optional on one or both sides, not shown, for single or double layer systems) — Resilient channels and Steel Framing Members as described below:
a. **Resilient Channels** — Formed of No. 25 MSG galv steel, spaced 24 in. OC, and perpendicular to studs. Channels secured to studs as described in Item b. Ends of adjoining channels overlapped 6 in. and secured in place with two No. 8 15 x 1/2 in. Philips Modified Truss screws spaced 2-1/2 in. from the center of the overlap. Gypsum board attached to resilient channels as described in Item 5. Not for use with Item 5A and 5E.

b. **Steel Framing Members*** — Used to attach resilient channels (Item 7Fa) to studs. Clips spaced 48 in. OC., and secured to studs with No. 8 x 2-1/2 in. coarse drywall screw through the center hole. Resilient channels are secured to clips with one No. 1[illegible] x 1/2 in. pan-head self-drilling screw.
KEENE BUILDING PRODUCTS CO INC — Type RC Assurance Clip

7G. **Framing Members*** — (Optional on one or both sides, not shown, for single or double layer systems) — As an alternate to Item 7, furring channels and Steel Framing Members as described below:
a. **Furring Channels** — Formed of No. 25 MSG galv steel. 2-23/32 in. wide by 7/8 in. or 1-1/2 in. deep, spaced max. 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Gypsum board attached to furring channels as described in Item 6. Not for use with Item 5A.

b. **Steel Framing Members*** — Used to attach furring channels (Item 7Ga) to studs (Item 2). Clips spaced max. 48 in. OC. Clips secured to studs with No. 8 x 1-1/2 in. minimum self-drilling, S-12 steel screw through the center hole. Furring channels are friction fitted into clips.
CLARKDIETRICH BUILDING SYSTEMS — Type ClarkDietrich Sound Clip

8. **Joint Tape and Compound** — Vinyl, dry or premixed joint compound applied in two coats to joints and screw heads of outer layers. Paper tape, nom 2 in. wide, embedded in first layer of compound over all joints of outer layer panels. Paper tape and joint compound may be omitted when gypsum panels are supplied with a square edge.

9. **Siding, Brick or Stucco** — (Optional, Not Shown) — Aluminum, vinyl or steel siding, brick veneer or stucco, meeting the requirements of local code agencies, installed over gypsum panels. Brick veneer attached to studs with corrugated metal wall ties attached to each stud with steel screws, not more than each sixth course of brick.

https://iq.ulprospector.com/en/profile?e=14979 13/15

2/18/2020 | UL Product iQ

10. **Caulking and Sealants*** — (Optional, Not Shown) — A bead of acoustical sealant applied around the partition perimeter for sound control.
UNITED STATES GYPSUM CO — Type AS

11. **Lead Batten Strips** — (Not Shown, For Use With Item 5B) — Lead batten strips, min 1-1/2 in. wide, max 10 ft long with a max thickness of 0.125 in. Strips placed on the interior face of studs and attached from the exterior face of the stud with two 1 in. long Type S-12 pan head steel screws, one at the top of the strip and one at the bottom of the strip. Lead batten strips to have a purity of 99.9% meeting the Federal specification QQ-L-201f, Grade "C". Lead batten strips required behind vertical joints of lead backed gypsum wallboard (Item 5B) and optional at remaining stud locations. Required behind vertical joints.

11A. **Lead Batten Strips** — (Not Shown, For Use With Item 5H) — Lead batten strips, 2 in. wide, max 10 ft long with a max thickness of 0.140 in. Strips placed on the face of studs and attached to the stud with two min. 1 in. long min. Type S-8 pan head steel screws, one at the top of the strip and one at the bottom of the strip or with one min. 1 in. long min. Type S-8 pan head steel screw at the top of the strip. Lead batten strips to have a purity of 99.5% meeting the Federal specification QQ-L-201f, Grades "B, C or D". Lead batten strips required behind vertical joints of lead backed gypsum wallboard and optional at remaining stud locations.

12. **Lead Discs or Tabs** — (Not Shown, For Use With Item 5B) — Used in lieu of or in addition to the lead batten strips (Item 11) or optional at other locations - Max 3/4 in. diam by max 0.125 in. thick lead discs compression fitted or adhered over steel screw heads or max 1/2 in. by 1-1/4 in. by max 0.125 in. thick lead tabs placed on gypsum boards (Item 5B) underneath screw locations prior to the installation of the screws. Lead discs or tabs to have a purity of 99.9% meeting the Federal specification QQ-L-201f, Grade "C".

12A. **Lead Discs** — (Not Shown, for use with Item 5H) — Max 5/16 in. diam by max 0.140 in. thick lead discs compression fitted or adhered over steel screw heads. Lead discs to have a purity of 99.5% meeting the Federal Specification QQ-L-201f, Grades "B, C or D".

13. **Lead Batten Strips** — (Not Shown, For Use With Item 5E) — Lead batten strips, 2 in. wide, max 10 ft long with a max thickness of 0.142 in. Strips placed on the face of studs and attached to the stud with two min. 1 in. long min. Type S-8 pan head steel screws, one at the top of the strip and one at the bottom of the strip or with one min. 1 in. long min. Type S-8 pan head steel screw at the top of the strip. Lead batten strips to have a purity of 99.9% meeting the Federal specification QQ-L-201f, Grade "C". Lead batten strips required behind vertical joints of lead backed gypsum wallboard (Item 5E) and optional at remaining stud locations.

14. **Lead Tabs** — (Not Shown, For Use With Item 5E) — 2 in. wide, 5 in. long with a max thickness of 0.142 in. Tabs friction-fit around front face of stud, the stud folded back flange, and the back face of the stud. Tabs required at each location where a screw (that secures the gypsum boards, Item 5E) will penetrate the steel stud. Lead tabs to have a purity of 99.9% meeting the Federal specification QQ-L-201f, Grade "C". Lead tabs may be held in place with standard adhesive tape if necessary.

15. **Barrier Mesh** — (Optional, Not Shown) - Attached to steel studs on one or both sides of the wall using Barrier Mesh Clips spaced at maximum 12 inches on center vertically, using a flat head type screw penetrating through the steel at least 3/8 of an inch. For Steel Studs less than 0.033 inches in thickness, use self-piercing screws. For Steel Studs equal to or greater than 0.033 inches in thickness, use steel drill screws (self-tapping). Gypsum Board (Item 5) to be installed directly over the Barrier Mesh using prescribed screw patterns with lengths increased by a minimum 1/8 in. Barrier Mesh may be installed with the long dimension of the diamond pattern positioned vertically or horizontally. Barrier Mesh joints may occur as butt joints at the framing members and secured using the Barrier Mesh Clips or occur in between framing members as overlapping joints secured using 18 SWG wire ties spaced a maximum 12 in. on center.
CLARKDIETRICH BUILDING SYSTEMS — Barrier Mesh, Barrier Mesh Clips

*** Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.**

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XHEZ.W-L-1001 - Through-penetration Firestop Systems Page 1 of 3

ONLINE CERTIFICATIONS DIRECTORY

System No. W-L-1001
XHEZ.W-L-1001
Through-penetration Firestop Systems

Page Bottom

Design/System/Construction/Assembly Usage Disclaimer

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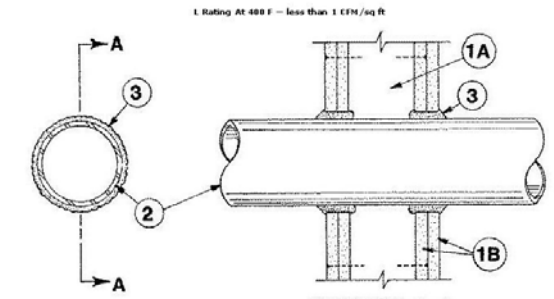
XHEZ - Through-penetration Firestop Systems

See General Information for Through-penetration Firestop Systems

System No. W-L-1001
June 15, 2005

F Ratings — 1, 2, 3 and 4 Hr (See Items 2 and 3)
T Ratings — 0, 1, 2, 3, and 4 Hr (See Item 3)
L Rating At Ambient — less than 1 CFM/sq ft
L Rating At 400 F — less than 1 CFM/sq ft



SECTION A–A

1. **Wall Assembly** — The 1, 2, 3 or 4 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner described in the individual U300 or U400 Series Wall or Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
A. **Studs** — Wall framing may consist of either wood studs (max 2 h fire rated assemblies) or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16

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XHEZ.W-L-1001 - Through-penetration Firestop Systems Page 2 of 3

in. (406 mm) OC with nom 2 by 4 in. (51 by 102 mm) lumber end plates and cross braces. Steel studs to be min 3-5/8 in. (92 mm) wide by 1-3/8 in. (35 mm) deep channels spaced max 24 in. (610 mm) OC.

B. **Gypsum Board*** — Nom 1/2 or 5/8 in. (13 or 16 mm) thick, 4 ft. (122 cm) wide with square or tapered edges. The gypsum wallboard type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300 or U400 Series Design in the UL Fire Resistance Directory. Max diam of opening is 26 in. (660 mm).

2. **Through-Penetrant** — One metallic pipe, conduit or tubing installed either concentrically or eccentrically within the firestop system. The annular space between pipe, conduit or tubing and periphery of opening shall be min of 0 in. (0 mm). (point contact) to max 2 in. (51 mm) Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:

A. **Steel Pipe** — Nom 24 in. (610 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.

B. **Iron Pipe** — Nom 24 in. (610 mm) diam (or smaller) service weight (or heavier) cast iron soil pipe, nom 12 in. (305 mm) diam (or smaller) or Class 50 (or heavier) ductile iron pressure pipe.

C. **Conduit** — Nom 6 in. (152 mm) diam (or smaller) steel conduit or nom 4 in (102 mm) diam (or smaller) steel electrical metallic tubing

D. **Copper Tubing** — Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing

E. **Copper Pipe** — Nom 6 in. (152 mm) diam (or smaller) Regular (or heavier) copper pipe.

F. **Through Penetrating Product*** — Flexible Metal Piping The following types of steel flexible metal gas piping may be used:

1. Nom 2 in. (51 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.

OMEGA FLEX INC

2. Nom 1 in. (25 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.

GASTITE, DIV OF TITEFLEX

3. Nom 1 in. (25 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.

WARD MFG L L C

3. **Fill, Void or Cavity Material*** — **Caulk or Sealant** — Min 5/8, 1-1/4, 1-7/8 and 2-1/2 in. (16, 32, 48 and 64 mm) thickness of caulk for 1, 2, 3 and 4 hr rated assemblies, respectively, applied within annulus, flush with both surfaces of wall. Min 1/4 in. (6 mm) diam bead of caulk applied to gypsum board/penetrant interface at point contact location on both sides of wall. The hourly F Rating of the firestop system is dependent upon the hourly fire rating of the wall assembly in which it is installed, as shown in the following table. The hourly T Rating of the firestop system is dependent upon the type or size of the pipe or conduit and the hourly fire rating of the wall assembly in which it is installed, as tabulated below:

Max Pipe or Conduit Diam In (mm)	F Rating Hr	T Rating Hr
1 (25)	1 or 2	0+, 1 or 2
1 (25)	3 or 4	3 or 4
4 (102)	1 or 2	0
6 (152)	3 or 4	0
12 (305)	1 or 2	0

+When copper pipe is used, T Rating is 0 h.

3M COMPANY — CP 25WB+ or FB-3000 WT.

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1 U.L. System No. W-L-1001
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Revision Description: | Revision Date: | #

Sheet Title: UL Design Installation Instructions

Sheet No: A0.05b

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12/14/2020

ES EVALUATION SERVICE

ICC-ES Evaluation Report

ESR-1222

Reissued December 2019
Revised January 2020
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DIVISION: 09 00 00—FINISHES
Section: 09 22 26—Suspension Systems
Section: 09 53 00—Acoustical Ceiling Suspension Assemblies

REPORT HOLDER:

USG INTERIORS, LLC

EVALUATION SUBJECT:

USG DONN® (DXI/DXL, DXLA, DXW, DXWCE, DXCE, SDX/SDXL, ZXLA), DONN FINELINE® (DXF), DONN FINELINE 1/8 (DXFF), DONN CENTRICITEE™ (DXT) AND DONN IDENTITEE® (DXI) SUSPENDED CEILING FRAMING SYSTEMS; USG DONN PARALINE® (DXP AND DXLP) SUSPENDED CEILING SYSTEM; USG™ DRYWALL SUSPENSION SYSTEM; DONN SEISMIC COMPRESSION POST; AND ACM7 AND MAC2 CEILING ATTACHMENT CLIPS

1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2018, 2015, 2012, 2009 and 2006 *International Building Code®* (IBC)
- 2013 *Abu Dhabi International Building Code* (ADIBC)†

†The ADIBC is based on the 2009 IBC. 2009 IBC code sections referenced in this report are the same sections in the ADIBC.

For evaluation for compliance with codes adopted by Los Angeles Department of Building and Safety (LADBS), see ESR-1222 LABC Supplement.

For evaluation for compliance with codes adopted by California Office of Statewide Health Planning and Development (OSHPD) and Division of the State Architect (DSA), see ESR-1222 CBC Supplement.

Properties evaluated:

- Interior finish
- Fire resistance
- Structural

2.0 USES

The USG suspended ceiling framing systems described in this report are suspended, exposed framing, concealed ceiling assemblies used in fire-resistance-rated and non-fire-rated construction for applications as noted in this report. The Donn Telescoping Seismic Compression Post is used as a compression post located at the lateral force bracing locations for installation between the suspended ceiling framing members and the structural roof or floor members above the ceiling. The ACM7 or MAC2 ceiling attachment clip is used to connect main and cross runners to wall molding.

3.0 DESCRIPTION

3.1 Ceiling Framing and Ceiling Systems:

3.1.1 Acoustical Tile Ceiling Framing Systems: The Donn, Donn Fineline, Donn Centricitee and Donn Identitee acoustical suspended ceiling framing systems consist of main and cross runner framing members for use with acoustical tiles.

3.1.2 Donn Paraline Suspended Ceiling System: The Donn Paraline suspended ceiling system consists of main and cross runner framing systems and Paraline metal pans used as ceiling tiles.

3.1.3 USG™ Drywall Suspension System: The USG™ Drywall Suspension System consists of main and cross runner framing systems for use with gypsum wallboard attached to the bottom of the framing members.

3.2 Donn Telescoping Seismic Compression Post:

The Donn telescoping seismic compression post consists of a ¾-inch-diameter (19.05 mm) steel tube inserted within and projecting out of a 1-inch-diameter (25.4 mm) steel tube; two plastic bushings; and a spring-loaded tension ring fastened with a No. 10 by 1-inch-long (25.4 mm), hex washer head, self-tapping steel screw to the plastic bushing located in the end of the ¾-inch-diameter (19.05 mm) tube which is inserted into the 1-inch-diameter (25.4 mm) tube. The steel tubes are formed from AISI 1010 steel having a minimum yield strength of 36 ksi (248 MPa). A spring-steel clip inserted into the upper end of the compression post is used with a mechanical fastener to attach the compression post to the structural roof or floor framing. A plastic clip in the opposite end of the compression post snaps onto the bulb of the main tee of the suspended ceiling. The compression post is also connected to the suspended ceiling members by wire tying the post to the hanger wires or fastening the plastic end clip to the main tee with a No. 10 by 1-inch-long (25.4 mm) steel bolt and a matching steel hex nut. Details are noted in Table 2.

3.3 ACM7 and MAC2 Clips:

The clips are manufactured from 0.028-inch-thick (0.711 mm), hot-dipped galvanized, cold-rolled steel complying with ASTM A568.

3.4 Accessories:

Each suspended ceiling system is available with a variety of wall angles, moldings, access angles and corner caps.

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3.5 Materials:

3.5.1 Framing Members: Main runners and cross runners are described in Table 1 of this report, which provides the cross-sectional dimensions, lengths and allowable transverse loads. Main runners are classified as either Intermediate or Heavy-Duty as shown in Table 1 in accordance with ASTM C635. The steel body of the suspension system members are hot-dipped galvanized in accordance with ASTM A653 with a coating designation G30, except that DXFEV and ZXLA members have a G90 coating prior to being painted. The exposed surface of the bottom flange of the framing members is covered with a pre-painted flange capping of either steel or aluminum. The end clips of DX cross tees are high-strength, low alloy steel complying with ASTM A568 and ASTM A879. The end clips of the DXFEV and ZXLA cross tees are formed from Type 300 series stainless steel complying with ASTM A480.

3.5.1.1 Donn Fineline, Centricitee, Identitee and Paraline Exposed and Concealed Ceiling Suspension Systems for Use with Acoustical Tiles and Metal Pans: The cross tees, main tees and Paralock® main tees are formed from steel meeting ASTM A653 CS Type B. Carbon steel conforms to ASTM A568, and zinc coating conforms to ASTM A653.

3.5.1.2 USG™ Drywall Suspension System: The DGL-26 and DGLW-26 main runners and DGL and DGLW cross runners are formed from steel meeting ASTM A653 CS Type B. Carbon steel conforms to ASTM A568, and zinc coating conforms to ASTM A653.

3.5.2 Hanger Wire: Hanger wire for suspended ceiling framing members, and fixtures, must comply with ASTM C636 as referenced in 2018, 2015, 2012 and 2009 IBC Section 808.1.1.1 (2006 IBC Section 803.9.1.1) and Section 13.5.6 of ASCE 7 as referenced in IBC Section 2506.2.1.

4.0 DESIGN AND INSTALLATION

4.1 Suspended Ceiling Framing Systems for Acoustical Tiles and Suspended Ceiling System with Paraline Metal Pans:

4.1.1 General: The suspended ceiling framing systems installed with acoustical tiles or the Paraline metal pans must be designed and installed in accordance with 2018, 2015, 2012 and 2009 IBC Sections 808, 1613, and 2506.2.1 (2006 IBC Sections 803.9, 1613 and 2506.2.1). The minimum tension and compression capacity of framing member connections is 180 pounds (800 N).

4.1.2 Main Runners: The maximum design loads for main runners must be less than or equal to the allowable capacities shown in Table 1 of this report.

4.1.3 Cross Runners: The maximum design load for cross runners must be less than or equal to the allowable capacities shown in Table 1 of this report.

4.1.4 Seismic Design:

4.1.4.1 General: Seismic design and installation details of the ceiling system, including lighting fixtures and mechanical services, must be in accordance with Section 13.5.6 of ASCE 7-16 for the 2018 IBC (ASCE 7-10 for the 2015 and 2012 IBC and ASCE 7-05 for the 2009 and 2006 IBC) as referenced in IBC Section 1613, except as noted in Section 4.1.5 of this report. Systems with main runners classified as Intermediate-duty are limited to use in Seismic Design Categories A, B and C. Lighting fixtures may also be attached to the grid with clips complying with the ICC-ES Acceptance Criteria for Attachment Devices for Recessed Lighting Fixtures (Luminaires) in Suspended Ceiling Systems (AC184).

4.1.4.2 Partitions: Partitions must be laterally supported as required by Section 13.5.8 of ASCE 7-16 for 2018 IBC (ASCE 7-10 for the 2015 and 2012 IBC andASCE 7-05 for the 2009 and 2006 IBC, as referenced by IBC Section 1613.

4.1.5 Alternate Suspended Ceiling Framing Systems for Acoustical Tiles:

4.1.5.1 Alternate Installation for Seismic Design Categories D, E and F: With this installation, the Donn, Centricitee, Fineline, Identitee and Aluminum Cap or Exposed Systems (DXI/DXL, DXW, DXT, DXF, DXFF, DXI, DXLA, and ZXLA), main must be heavy duty as described in Section 3.5.1. Maximum total ceiling weight permitted is 4.0 lb/ft² (19.5 kg/m²). The ACM7 clips, MAC2 clips or pop rivets are used to secure the main runners and cross runners to the perimeter members (wall closures or wall moldings) on two adjacent walls and to allow free movement of the runners on the two opposing walls. See Figures 1, 2, 2b and 2c. A nominally ⅞-inch-wide wall closure angle (molding) is used in lieu of the 2-inch-wide (50.8 mm) perimeter wall molding required by ASTM E580 and Section 13.5.6.2.2 of ASCE 7-16 for the 2018 IBC (ASCE 7-10 for the 2015 and 2012 IBC andSection 13.5.6.2.2 of ASCE 7-05 for the 2009 and 2006 IBC) for Seismic Design Categories D, E and F. Except for the use of the ACM7 clips, MAC2 clips or pop rivets and the nominally ⅞-inch-wide wall molding and the elimination of spacer bars (stabilizer bars), installation of the ceiling system must be as prescribed by the applicable code.

The ACM7 clip is attached to the wall molding by sliding the locking lances over the horn of the vertical leg of the wall molding. On the two adjacent walls where the runners are fixed, the clips are attached to the runner by a sheet metal screw through the clip into the bulb of the tee (See Figure 2). The MAC2 clip is attached by fastening to the wall molding with one sheet metal screw. An additional screw is fastened through one of the side holes of the MAC2 into the top bulb of the runner (See Figure 2c). Instead of fixed connections (or restrained connections) provided by ACM7 clip (See Figure 2) or by MAC2 clip (see Figure 2c), a ⅛-inch (3 mm) diameter pop rivet may be used to connect the runner end to the wall molding for a fixed connection (See Figure 2b). On the walls where the runners are not fixed (or runners are unrestrained), the ACM7 clips allow the horizontal runner end to move ¾ inch (19.1 mm) towards and away from the wall (See Figure 1). Under the 2018 IBC, as required by Section 13.5.6.2.2 of ASCE 7-16, the ACM7 clips and MAC2 clips must be screwed to the wall molding with two (2) sheet metal screws and the wall molding must be positively attached to the wall studs or other supporting structure. The ACM7 clips, MAC2 clips or pop rivets installed in this manner are used in lieu of the spacer bars (stabilizer bars) required in Section 5.1 of ASTM E580 for the 2018, 2015 and 2012 IBC (CISCA for Seismic Zones 3-4 for the 2009 and 2006 IBC). ASTM E580 is referenced in Section 13.5.6.2.2 of ASCE 7-16 under the 2018 IBC and ASCE 7-10 under the 2015 and 2012 IBC, in which ASCE 7 is referenced in 2018, 2015 and 2012 IBC Section 1613 (CISCA for Seismic Zones 3-4 for the 2009 and 2006 IBC Section 1613). The assemblies described in this Section 4.1.5.1 are equivalent to that required by CISCA 3-4 and Section 5 of ASTM E580.

4.1.5.2 Alternate Installation for Seismic Design Category C: The ACM7 clip may be used in lieu of spacer bars (stabilizer bars) in suspended ceiling installations regulated by ASTM E580 for the 2018, 2015 and 2012 IBC (CISCA for Seismic Zones 0-2 for the 2009 and 2006 IBC). The ACM7 clip is attached to the wall molding by sliding the locking lances over the horn of the vertical leg of the wall

molding. The ACM7 clips are placed at the intersections of all runners and the wall angle (molding) on the floating/unrestrained walls (See Figure 1), except where pop rivets or the MAC2 clips are used on the fixed or restrained walls as shown in Figures 2b and 2c. The ACM7 clips must be positioned to allow a minimum ⅝-inch (9.5 mm) movement in both directions (towards and away from the wall) on two adjacent walls while the terminated ends of the main and cross runners are fixed tight to the perimeter on the two opposite walls (See Figures 2b and 2c). The maximum ceiling weight permitted is 2.5 lb/ft² (12.19 kg/m²). Except for the use of the ACM7 clip, MAC2 clip or pop rivet and the elimination of spacer bars (stabilizer bars), installation of the ceiling system must be as prescribed by the applicable code. The assemblies described in this Section 4.1.5.2 are equivalent to that required by Section 6 of ASTM E580, referenced in Section 13.5.6.2.1 of ASCE 7-16 under the 2018 IBC, ASCE 7-10 under the 2015 and 2012 IBC; in which ASCE 7 is referenced in 2018, 2015 and 2012 IBC Section 1613 (CISCA for Seismic Zones 0-2, referenced in ASCE 7-05, Section 13.5.6.2.1, which is referenced in 2009 and 2006 IBC Section 1613).

4.2 Suspended Ceiling Systems for Gypsum Wallboard:

The installation must be in accordance with manufacturer's written instructions, ASTM C636 and applicable provisions of IBC Chapter 25. Suspended ceilings constructed of lath and plaster or gypsum boards, screw or nail attached to suspended members that support a ceiling on one level that are surrounded by and connected to walls or soffits that are laterally braced to the structure above are exempt from the lateral load design requirements of ASTM E580 and CISCA for Seismic Zones 3-4, and as referenced in Section 13.5.6 of ASCE 7-16 under the 2018 IBC and ASCE 7-10 under the 2015 and 2012 IBC, in accordance with IBC Section 1613. The ceiling must be designed for seismic loads as required under Chapter 13.3 of ASCE 7-16 for the 2018 IBC (ASCE 7-10 for the 2015 and 2012 IBC andASCE 7-05 for the 2009 and 2006 IBC) as referenced in IBC Section 1613. The ceiling weight must not exceed 4 psf (19.5 kg/m²). The capacity of the DXL and DGLW tees must not exceed that as the allowable load values shown in Table 1 of this report.

4.3 Fire-resistance-rated Ceiling Assemblies:

4.3.1 Donn Fineline and SDXL) Fire-resistance-rated Ceiling Systems:

4.3.1.1 Two-hour Fire-resistance-rated Exposed Floor-ceiling System: The DXL and SDXL systems consist of a bulb tee with ⁹⁄₁₆-inch-wide (23.8 mm) lower flange and main and cross runners sizes shown in Table 1. The main tees are spaced 4 feet (1219 mm) on center and the cross tees are spaced 2 feet (610 mm) on center. The main tees are supported 48 inches (1219 mm) on center with No. 12 gage galvanized steel hangers. The hangers are attached to the four corners of light fixtures and the center of each cross tee adjacent to the fixtures and air outlet ducts. The structural framing system consists of a minimum W8 × 15 steel beam that supports a minimum No. 18 gage, 1½-inch-deep (38.1 mm) steel deck with flutes spaced 6 inches (152.4 mm) on center. The deck is welded to supports at 12 inches (604.8 mm) on center with welded or button-punched seams spaced 36 inches (914.4 mm) on center. Cellular steel decks may also be used. The decks are covered with normal-weight concrete having a minimum compressive strength of 3,000 psi (24.13 MPa) to a thickness of 2½ inches (63.5 mm) over the top flute. Approved, recessed, 2-foot-by-4-foot (610 mm by 1219 mm) light fixtures may be used in the ceiling when spaced at up to 16 square feet per 100 square feet of ceiling area. The light fixtures must be independently supported by hanger wires. Approved air duct openings with approved dampers with a maximum opening dimension of 9 inches (305 mm) may be used in the ceiling, provided they are spaced at up to 113 square inches per 100 square feet of ceiling area. The lay-in acoustical material is USG Interiors, LLC 7/8-inch-thick (15.8 mm), Type FR-83 nonperforated tile. The acoustical material is also used for protection of recessed light fixtures and consists of a three-sided rectangular enclosure cut to provide a 1-inch (25.4 mm) clearance around the fixtures per the applicable code. The suspended ceiling grid system is hung by No. 12 gage galvanized steel wires, 48 inches (1219 mm) on center, tied to main runners and bottom chord of steel joists. The ceiling must be suspended a minimum of 24 inches (610 mm) below the bottom of the roof deck and a minimum of 12 inches (305 mm) below steel joists.

4.3.1.2 One-hour Fire-resistance-rated Exposed Roof-ceiling System: The DXL and SDXL systems consist of a bulb tee with ⁹⁄₁₆-inch-wide (23.8 mm) lower flange and main and cross-tee sizes as shown in Table 1. The main tees are spaced 4 feet (1219 mm) on center and the cross tees are spaced 2 feet (610 mm) on center. The main tees are supported 4 feet (1219 mm) on center with No. 12 gage galvanized steel wires. Additionally, the same size wires support the framing members at the four corners of light fixtures and the center of each cross tee adjacent to the fixtures and air outlet ducts. Approved, recessed, 2-foot-by-4-foot (610 mm by 1219 mm) light fixtures may be used in the ceiling when spaced at up to 24 square feet per 100 square feet of ceiling area. The light fixtures must be independently supported by hanger wires. Approved air duct openings with approved dampers may be used in ceilings that have a maximum opening dimension of 30 inches (762 mm), and these are spaced at up to 576 square inches (0.371 m²) per 100 square feet (9.25 m²) of ceiling area for supply ducts. The lay-in acoustical material is USG Interiors, LLC, ⅞-inch-thick (15.8 mm), Type FR-83 nonperforated tiles. The acoustical material is also used for protection of recessed light fixtures and consists of a three-sided rectangular enclosure cut to provide a 1-inch (25.4 mm) clearance around the fixture. The pieces are held together with three 6d nails on each side. Light fixtures located below or adjacent to a beam must have an additional piece of acoustical material laid on top of the enclosure. The overall assembly depth is 4 inches (50.8 mm). The restrained and unrestrained assembly rating is one hour. For additional support and installation details, see Figure 3. The roof consists of minimum No. 22 gage (0.020 inch thick), 1-inch-deep (25.4 mm) galvanized steel deck, with 1-inch-wide (25.4 mm) flutes at 3½ inches (89 mm) on center. Steel joists, 10 inches (254 mm) deep, are spaced 48 inches (1219 mm) on center. Joists are designed to support a minimum 10 psf (0.48 kPa) roof live load and 20 psf (0.96 kPa) dead load. The joists must be designed to support the roof

TABLE 2—DONN COMPRESSION POST

TYPE	TUBE LENGTHS (inches)		OVERALL COMPRESSION POST LENGTH (inches)	
	1-inch Diameter	3/4-inch Diameter	Minimum	Maximum
VSA 18/30	17	17	18	30
VSA 30/48	24	30	30	48
VSA 48/84	48	40	48	84
VSA 84/102	72	40	84	102

For **SI:** 1 inch = 25.4 mm.

TABLE 3—FIRE-RESISTANCE-RATED ASSEMBLIES

RESTRAINED OR UNRESTRAINED ASSEMBLY RATING (hours)	UNRESTRAINED BEAM RATING (hours)	CONCRETE THICKNESS (inches)	WALLBOARD THICKNESS (inch)
2	3	$2^1/_2$	$^1/_2$
3	3	$3^1/_4$	$^1/_2$
3	3	$2^3/_4$	$^5/_8$

For **SI:** 1 inch = 25.4 mm.

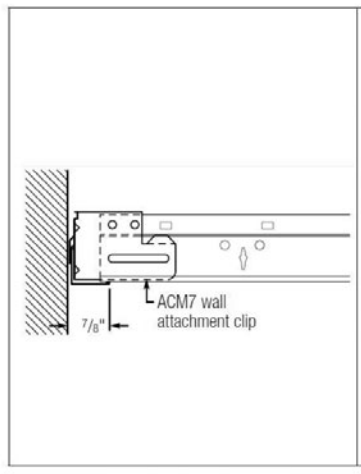


FIGURE 1—ACM7 CLIP UNRESTRAINED

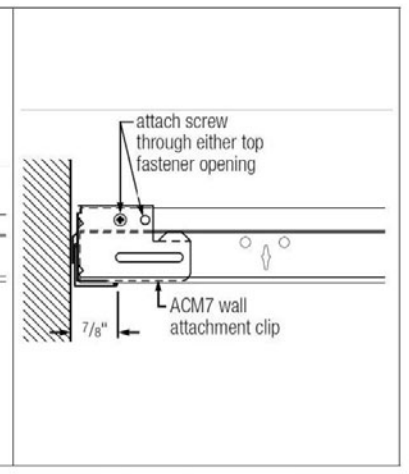


FIGURE 2—ACM7 CLIP RESTRAINED

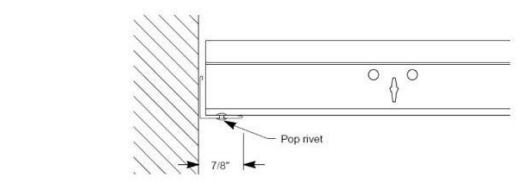


FIGURE 2b—POP RIVET RESTRAINED (FIXED)

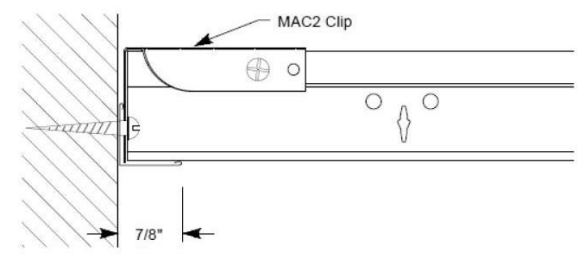


FIGURE 2C—MAC 2 CLIP RESTRAINED (FIXED)

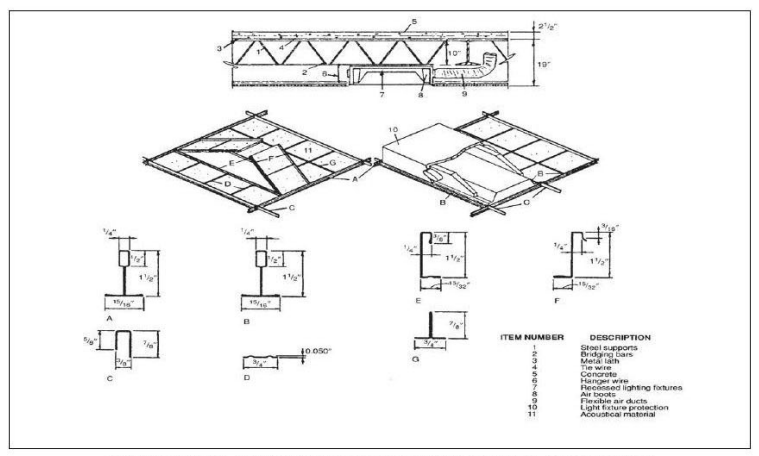
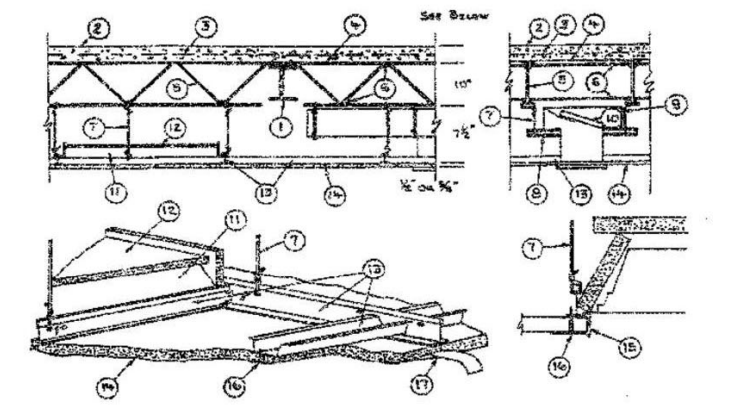


FIGURE 3—DONN DXL ONE-HOUR FIRE-RESISTANT-RATED AND CONCEALED CEILING SYSTEMS



For **SI:** 1 inch = 25.4 mm, 1 pcf = 16.02 kg/m^3, 1 psi = 6.89 kPa, 1 pound/yard^2 = 0.54 kg/m^2, 1 inch^2 = 645.16 mm^2, 1 foot^2 = 0.0920 m^2.

1. **Beam**—W8 × 24, minimum size.
2. **Normal-weight Concrete**—Carbonate or siliceous aggregate, 152 pcf ± 3 pcf unit weight, 4,500-psi compressive strength.
3. **Welded Wire Fabric**—6 by 6 inches, 10/10 SWG.
4. **Metal Lath**—$^3/_8$-inch rib, 3.4-pound-per-square-yard expanded steel. Tied to each joist at every other rib and midway between joints at side lap with 18 SWG galvanized steel wire.
5. **Steel Joists**—Type 10J2 minimum size, spaced 24 inches on center, welded to end supports.
6. **Bridging**—$^1/_2$-inch-diameter steel bars welded to top and bottom chords of each joist.
7. **Hanger Wire**—No. 12 SWG galvanized steel wire tied to lower chord of joists or cold-rolled channels tied face to face with No. 18 SWG galvanized wire. Hanger wires spaced a maximum of 48 inches on center along main runners and located at ends of main runners at walls and at corners and midspan along 4-foot sides of light fixtures.
8. **Cold-rolled Channels**—No. 16 MSG cold-rolled steel, $1^1/_2$ inches deep.
9. **Air-Duct**—No. 20 MSG galvanized steel. Total area of duct openings not to exceed 57 square inches per 100 square feet of ceiling area. Area of individual duct openings not to exceed 113 square inches. Maximum dimension of opening is 12 inches. Duct supported by cold-rolled channels, spaced approximately 24 inches on center.
10. **Damper**—No. 16 MSG galvanized steel, 16 by 16 inches, protected on both surfaces with $^1/_{16}$-inch-thick ceramic fiber paper and held open with a listed fusible link. Damper to overlap duct outlet a minimum of 1 inch.
11. **Fixtures, Recessed Light**—Listed fluorescent-lamp type, steel housing, 2-by-4-foot size. Fixtures spaced so their area does not exceed 24 square feet per 100 square feet of ceiling area. Fixtures and ballasts must be considered for these ambient temperature conditions before installation.
12. **Fixture Protection**—Wallboard, gypsum—$^1/_2$-and $^5/_8$-inch-thick gypsum wallboard (SHEETROCK FIRECODE Type "C" as manufactured by United States Gypsum Company), cut into pieces to form a four-sided enclosure, trapezoidal in cross section, approximately $^1/_2$ inch longer and wider than the fixture, with sufficient depth to provide at least $^1/_2$ inch clearance between the fixture and the enclosure.
13. **Steel Framing Members**—Type DGL or DGLW—main runner tees, 12 feet long, spaced 4 feet on center. Main runner ends interlocked by an integral splice end detail. Type DGLW or DGCL cross channels, measuring 4 feet long, installed perpendicular to the main runners, spaced 24 inches on center. Additional channels placed 8 inches from light fixtures and from butted end joints. Channels clipped into main runner slots and secured to wall angle using $^1/_2$-inch-long self-drilling and self-tapping screws having a thread diameter of 0.138 inch and a $^5/_{16}$-inch head diameter. The Type DGL cross tees, used to support the 4-foot sides of light fixtures, are 4 feet long and installed perpendicular to the main runners.
14. **Gypsum Wallboard**—$^1/_2$-and $^5/_8$-inch-thick gypsum wallboard (SHEETROCK FIRECODE Type "C" as manufactured by United States Gypsum Company), 4 feet wide, installed with the long dimension perpendicular to cross channels, with side joints centered along main runners. Wallboard fastened to cross channels using 1-inch-long wallboard screws located $^1/_2$ inch from end joints and $1^3/_4$ inches from each side joint, and spaced 12 inches on center along the end joints and in the field.
15. **Metal Trim Molding**—No. 22 MSG molding measuring $^5/_8$ inch wide, with $^9/_{16}$- and $1^3/_8$-inch-long legs placed on wallboard edges around light fixtures and secured to the cross tees and main runners using 1-inch-long wallboard screws. Spacing of screws approximately 8 inches on center along the 4-foot side and 10 inches on center along the 2-foot side of light fixtures.
16. **Screw, Wallboard**—Type S-12, 1 inch long, self drilling and self tapping, 0.163-inch thread diameter, $^5/_{16}$-inch head diameter.
17. **Finishing System**—Paper tape embedded in compound over joints and covered with additional compound. Exposed screw heads covered with compound. Edges of compound feathered out.
18. **Wall Angle**—(Not shown)—No. 26 MSG angle with $1^1/_8$-inch legs, nailed to the walls supporting the cross channels.

FIGURE 5—FIRE–RESISTIVE FLOOR-CEILING ASSEMBLY UTILIZING THE USG DRYWALL SUSPENSION SYSTEM

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ICC-ES Evaluation Report

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DIVISION: 09 00 00—FINISHES
Section: 09 22 26—Suspension Systems
Section: 09 53 00—Acoustical Ceiling Suspension Assemblies

REPORT HOLDER:

USG INTERIOR, LLC

EVALUATION SUBJECT:

USG DONN® (DX/DXL, DXLA, DXW, DXWCE, DXCE, SDX/SDXL, ZXLA), DONN FINELINE® (DXF), DONN FINELINE 1/8 (DXFF), DONN CENTRICITEE™ (DXT) AND DONN IDENTITEE® (DXI) SUSPENDED CEILING FRAMING SYSTEMS; USG DONN PARALINE® (DXP AND DXLP) SUSPENDED CEILING SYSTEM; USG™ DRYWALL SUSPENSION SYSTEM; DONN SEISMIC COMPRESSION POST; AND ACM7 AND MAC2 CEILING ATTACHMENT CLIPS

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that the USG Donn® Brand Suspended Ceiling Framing Systems, described in ICC-ES master evaluation report ESR-1222, has also been evaluated for compliance with the codes noted below as adopted by the Los Angeles Department of Building and Safety (LADBS).

Applicable code editions:

- 2017 *City of Los Angeles Building Code* (LABC)

2.0 CONCLUSIONS

The USG Donn® Brand Suspended Ceiling Framing Systems, described in Sections 2.0 through 7.0 of the master evaluation report ESR-1222, comply with the LABC Chapters 8, 16 and 25, and are subjected to the conditions of use described in this supplement.

3.0 CONDITIONS OF USE

The USG Donn® Brand Suspended Ceiling Framing Systems described in this evaluation report must comply with all of the following conditions:

- All applicable sections in the master evaluation report ESR-1222.
- The design, installation, conditions of use and identification of the USG Donn® Brand Suspended Ceiling Framing Systems are in accordance with the 2015 *International Building Code®* (2015 IBC) provisions noted in the master evaluation report ESR-1222.
- The design, installation and inspection are in accordance with additional requirements of LABC Chapters 16 and 17, as applicable.
- Main runners shall be identified by indentation or by nontransferable decal with letters not less than $^1/_4$-inch high, and shall include the company name, runner designation and load rating.

This supplement expires concurrently with the master report, reissued December 2019 and revised January 2020.

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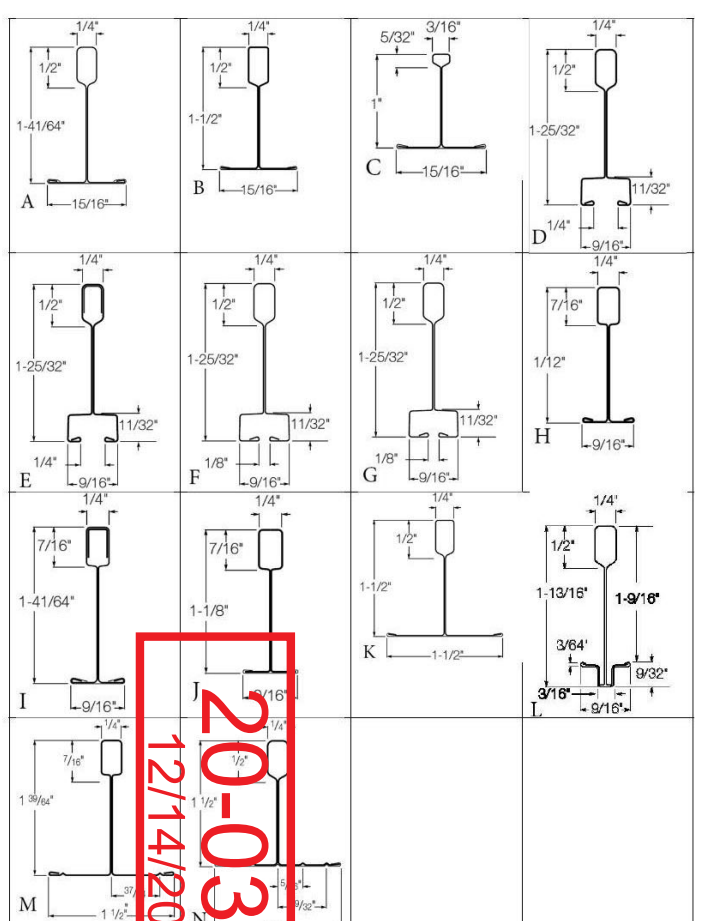

FIGURE 6—SUSPENSION SYSTEM PROFILES

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DIVISION: 09 00 00—FINISHES
Section: 09 22 26—Suspension Systems
Section: 09 53 00—Acoustical Ceiling Suspension Assemblies
REPORT HOLDER:
USG INTERIOR, LLC
EVALUATION SUBJECT:
USG DONN® (DX/DXL, DXLA, DXW, DXWCE, DXCE, SDX/SDXL, ZXLA), DONN FINELINE® (DXF), DONN FINELINE 1/8 (DXFF), DONN CENTRICITEE™ (DXT) AND DONN IDENTITEE® (DXI) SUSPENDED CEILING FRAMING SYSTEMS; USG DONN PARALINE® (DXP AND DXLP) SUSPENDED CEILING SYSTEM; USG™ DRYWALL SUSPENSION SYSTEM; DONN SEISMIC COMPRESSION POST; AND ACM7 AND MAC2 CEILING ATTACHMENT CLIPS
1.0 REPORT PURPOSE AND SCOPE
Purpose:
The purpose of this evaluation report supplement is to indicate that the USG Donn® Brand Suspended Ceiling Framing Systems, described in ICC-ES master evaluation report ESR-1222, has also been evaluated for compliance with the codes noted below as adopted by the Los Angeles Department of Building and Safety (LADBS).
Applicable code editions:
■ 2017 City of Los Angeles Building Code (LABC)
2.0 CONCLUSIONS
The USG Donn® Brand Suspended Ceiling Framing Systems, described in Sections 2.0 through 7.0 of the master evaluation report ESR-1222, comply with the LABC Chapters 8, 16 and 25, and are subjected to the conditions of use described in this supplement.
3.0 CONDITIONS OF USE
The USG Donn® Brand Suspended Ceiling Framing Systems described in this evaluation report must comply with all of the following conditions:
• All applicable sections in the master evaluation report ESR-1222.
• The design, installation, conditions of use and identification of the USG Donn® Brand Suspended Ceiling Framing Systems are in accordance with the 2015 International Building Code® (2015 IBC) provisions noted in the master evaluation report ESR-1222.
• The design, installation and inspection are in accordance with additional requirements of LABC Chapters 16 and 17, as applicable.
• Main runners shall be identified by indentation or by nontransferable decal with letters not less than 1/4-inch high, and shall include the company name, runner designation and load rating.
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DIVISION: 09 00 00—FINISHES
Section: 09 22 26—Suspension Systems
Section: 09 53 00—Acoustical Ceiling Suspension Assemblies

REPORT HOLDER:

USG INTERIORS, LLC

EVALUATION SUBJECT:

USG DONN®(DX/DXL, DXLA, DXW, DXWCE, DXCE, SDX/SDXL, ZXLA), DONN FINELINE®(DXF), DONN FINELINE 1/8 (DXFF), DONN CENTRICITEE™(DXT) AND DONN IDENTITEE® (DXI) SUSPENDED CEILING FRAMING SYSTEMS; USG DONN PARALINE® (DXP AND DXLP) SUSPENDED CEILING SYSTEM; USG™ DRYWALL SUSPENSION SYSTEM; DONN SEISMIC COMPRESSION POST; AND ACM7 AND MAC2 CEILING ATTACHMENT CLIPS

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that USG suspended ceiling systems, recognized in ICC-ES evaluation report ESR-1222, have also been evaluated for compliance with the code noted below.

Applicable code editions:

- 2019 *California Building Code* (CBC)

For evaluation of applicable chapters adopted by the California Office of Statewide Health Planning and Development (OSHPD) and Division of State Architect (DSA), see section 2.1 and 2.2 below

2.0 CONCLUSIONS

The USG suspended ceiling systems, described in Sections 2.0 through 7.0 of the master evaluation report ESR-1222, comply with CBC Chapters 7, 8, 16 and 25 provided the design and installation are in accordance with the 2018 *International Building Code®* (IBC) provisions noted in the evaluation report and the additional requirements of CBC Chapters 7, 8, 16, 17 and 25, as applicable.

2.1. OSHPD:

The USG suspended ceiling systems, described in Section 2.0 through 7.0 of the evaluation report ESR-1222, comply with CBC Chapters 8, 16, 17 and 25, with applicable amendments, and Chapters 16A and 17A, provided the design and installation are in accordance with the 2018 International Building Code (IBC) provisions noted in the evaluation report, and the additional requirements in Sections 2.1.1 through 2.1.2 of this supplement:

2.1.1. Conditions of Use:

1. All loads applied shall be determined by a registered structrural engineer and shall comply with applicable loads from CBC Chapter 16 and its amendments, and Chapter 16A.
2. Section 13.5.6.2 of ASCE 7 shall be revised in accordance with CBC Section 1617A.1.21 [OSHPD 1 & 4].
3. Design and installation shall comply with the requirements of OSHPD Preapproved Details (OPD) OPD-0002-13 and OPD-0003-13, as applicable.

2.1.2. Special Inspection Requirements:

1. Periodic special inspection is required, in accordance with Section 1705A.12.5 of the CBC [OSHPD 1 & 4].
2. Where gypsum wallboard is used in suspended ceiling installations, additional inspection shall be in accordance with CBC Section 2503.2 [OSHPD 1, 1R, 2, 4 & 5].

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2.2. DSA:

The USG suspended ceiling systems, described in Section 2.0 through 7.0 of the evaluation report ESR-1222, comply with CBC Chapters 8, 16, 17 and 25, with applicable amendments, and Chapters 16A and 17A, provided the design and installation are in accordance with the 2018 International Building Code (IBC) provisions noted in the evaluation report, and the additional requirements in Sections 2.2.1 through 2.2.2 of this supplement:

2.2.1. Conditions of Use:

1. All loads applied shall be determined by a registered structural engineer and shall comply with applicable loads from CBC Chapter 16 and its amendments, and Chapter 16A.
2. Section 13.5.6.2 of ASCE 7 shall be revised in accordance with CBC Section 1617.11.16 [DSA-SS/CC] and Section 1617A.1.21 [DSA-SS].
3. Design and installation shall comply with the requirements of DSA Interpretation of Regulations (IR) DSA IR 25-2.13 and DSA IR 25-3.13, as applicable.

2.2.1 Special Inspection Requirements:

1. Periodic special inspection is required, in accordance with Section 1705A.12.5 of the CBC [DSA-SS & DSA-SS/CC].
2. Where gypsum wallboard is used in suspended ceiling installations, additional inspection shall be in accordance with CBC Section 2503.2 [DSA-SS, DSA-SS/CC].

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12/14/2020

City Council - Page 582

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Project No: 2019355.19

Design / Build Contractor
Checker
NV LICENSE # 0054964

Design Consultant: Joe Morgan

Signed by: Curt McClincy

Date:

Project Name:

Las Vegas.Net Hotel

2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

#	Revision Date:	Revision Description:

Sheet Title: ESR Report 1222

Sheet No: A0.06b

GENERAL PROVISIONS

WHEELCHAIR DIMENSIONS
LENGTH: 3'-6" (42 INCHES) WIDTH: 2'-3" (27 INCHES)
HEIGHT OF SEAT FROM FLOOR: 16 ½"
HEIGHT OF ARMREST FROM FLOOR: 2'-5" (29 INCHES)
CLEAR FLOOR SPACE APPROACH TO FACILITIES: 2'-6" BY 4'-0"
TURNING SPACE (180 AND 360 DEGREES): 5'-0" (60 INCHES) DIAMETER.

REACH FROM A WHEELCHAIR
HIGH FORWARD: 48"
HIGH SIDE: 48"
LOW SIDE: 15 INCHES

FIXED OR BUILT-IN SEATING, TABLES AND COUNTERS

MINIMUM SEATING
WHERE DINING SURFACES ARE PROVIDED FOR THE CONSUMPTION OF FOOD OR DRINK, AT LEAST 5 PERCENT OF THE SEATING SPACES AND STANDING SPACES AT THE DINING SURFACE SHALL COMPLY WITH SECTION 11B-902.

SEATING
WHEN SEATING SPACES FOR PERSONS IN WHEELCHAIRS ARE PROVIDED AT FIXED TABLES OR COUNTERS, CLEAR FLOOR SPACE COMPLYING WITH SECTION 11B-902 SHALL BE PROVIDED. SUCH CLEAR FLOOR SPACE SHALL NOT OVERLAP KNEE SPACE BY MORE THAN 19 INCHES DEEP.

KNEE CLEARANCE
WHEN SEATING FOR PERSONS IN WHEELCHAIRS IS PROVIDED AT FIXED TABLES OR COUNTERS, KNEE SPACES AT LEAST 27 INCHES HIGH, 30 INCHES WIDE AND 11 INCHES MIN. DEEP SHALL BE PROVIDED PER SECTION 11B-306.

HEIGHT OF WORK SURFACES
THE TOPS TO TABLES AND COUNTERS SHALL BE 28 INCHES MINIMUM TO 34 INCHES MAXIMUM FROM THE FLOOR OR GROUND PER SECTION 11B-902.3.

SITE ACCESS

GENERAL
ACCESS TO SITE AND ALL BUILDING ENTRANCES AND EXTERIOR GROUND FLOOR EXITS WITHOUT STEPS OR ABRUPT CHANGES IN LEVEL.

SITE ACCESSIBILITY / SIDEWALKS
SIGNAGE: ALL PRIMARY PUBLIC SITE ENTRIES AND AT EVERY MAJOR JUNCTION ALONG OR LEADING TO AN ACCESSIBLE ROUTE, A SIGN DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY MUST BE POSTED. INDICATE THE DIRECTION TO ACCESSIBLE ENTRANCES AND FACILITIES
WIDTH: 4'-0"
MAXIMUM CROSS SLOPE: 1:48
MAXIMUM SLOPE: 1:20 (5%)
CONTINUOUS GRADIENT: ALL WALKS WITH CONTINUOUS GRADIENTS SHALL HAVE RESTING AREAS, 60 INCHES IN LENGTH, AT INTERVALS OF 400 FEET MAXIMUM. THE RESTING AREA SHALL BE AT LEAST AS WIDE AS THE WALK. THE SLOPE OF THE RESTING AREA IN ALL DIRECTIONS SHALL BE 1:48 MAXIMUM.
PASSING SPACES: AN ACCESSIBLE ROUTE WITH A CLEAR WIDTH LESS THAN 60 INCHES SHALL PROVIDE PASSING SPACES AT INTERVALS OF 200 FEET MAXIMUM. PASSING SPACES SHALL BE EITHER: A SPACE 60 INCHES MIN. BY 60 INCHES MIN.; OR, AN INTERSECTION OF TWO WALKING SURFACES PROVIDING A T-SHAPED SPACE COMPLYING WITH SECTION 11B-304.3.2.
CURB CUT WIDTH: 4'-0"
NO CHANGE IN LEVEL EXCEEDING ½ INCH.

RAMPS
MAXIMUM SLOPE: 1:12
THE RISE FOR ANY RAMP RUN SHALL BE 30 INCHESMAXIMUM.
HANDRAILS REQUIRED AT RAMPS COMPLYING WITH SECTION 11B-405

CURB OR BARRIER
A CURB , 2 INCHES HIGH MINIMUM, OR BARRIER SHALL BE PROVIDED THAT PREVENTS THE PASSAGE OF A 4 INCH DIAMETER SPHERE, WHERE ANY PORTION OF THE SPHERE IS WITHIN 4 INCHES OF THE FINISH FLOOR OR GROUND SURFACE.

PARKING
WIDTH: 108" (CAR) OR 144" (VAN)
LENGTH: 18'-0"
MAXIMUM SLOPE SPACE: 1:48. ADJACENT CLEAR LOADING AND UNLOADING WIDTH FOR ACCESSIBLE PARKING SPACE: 5'-0" ADJACENT CLEAR LOADING AND UNLOADING WIDTH. VAN PARKING SPACES SHALL BE PERMITTED TO BE 108 INCHES WIDE MIN. WHERE THE ACCESS AISLE IS 96 INCES WIDE MIN.

SIGNAGE
PROVIDE SIGNS AT ACCESSIBLE PARKING SPACE. SIGNS PROVIDED TO INDICATE ACCESSIBLE ENTRIES AT EXISTING BUILDINGS WHERE NOT THE PRIMARY ENTRY.

BUILDING ACCESS

ENTRANCES
ALL PRIMARY ENTRANCES TO BE ACCESSIBLE.
LEVEL SPACE AT OUTSWINGING DOORS: 5'-0"
SPACE PROVIDED AT STRIKE SIDE OF OUT-SWINGING EXTERIOR DOORS: 2'-0"
LEVEL SPACE AT INSWINGING DOORS: 5'-0"
WIDTH: 2'-8" CLEAR OPENING (3'-0" DOOR)
DOUBLE DOORS WIDTH: ACTIVE LEAF 2'-8" CLEAR OPENING.
UNINTERRUPTED BOTTOM RAIL SPACE AT DOOR BOTTOM: 10"
NO REVOLVING DOORS ALLOWED FOR ACCESSIBLE DOORS.

DOORS
LEVEL SPACE ON SWING SIDE: 5'-0"
LEVEL SPACE ON SIDE AWAY FROM SWING: 3'-8" WITHOUT CLOSER AND 4'-0" WITH CLOSER
SPACE PROVIDED ON STRIKE SIDE OF INTERIOR DOOR, PULL SIDE: 1'-6"
SPACE PROVIDED ON PUSH SIDE JAMB WITH BOTH A LATCH AND CLOSER: 12" AND NO REQUIREMENT FOR JAMB SIDE WITHOUT LATCH AND CLOSER.
WIDTH: 2'-8" CLEAR OPENING (3'-0" DOOR)
HEIGHT: 6'-8"

DOOR HARDWARE
DOOR HARDWARE SHALL COMPLY WITH THE IBC, SECTION 12-10-202, AS ADOPTED BY THE NEVADA STATE FIRE MARSHALL FOR ALL OCCUPANCIES. LEVER HANDLES SHALL COMPLY WITH SUBSECTION (f): LEVERS MUST BE CURVED AND SHALL RETURN TO WITHIN ½ INCH OF THE DOOR, SHALL BE CENTERED BETWEEN 30 INCHES AND 44 INCHES ABOVE THE FLOOR. IBC 11B-309.4 OPERABLE BY A SINGLE EFFORT, NO GRASPING OR WRIST MOVEMENT (LEVERS, PUSH-PULLS, OR PANIC DEVICES). MAXIMUM EFFORT TO OPERATE DOORS SHALL NOT EXCEED 5 LBS - FIRE DOORS: 15 POUNDS

CLOSER
IF THE DOOR HAS A CLOSER, THEN THE SWEEP PERIOD OF THE CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM. IBC 11B-404.2.8.1

THRESHOLDS
THE FLOOR OR LANDING SHALL NOT BE MORE THAN ½ INCH LOWER THAN THE THRESHOLD OF THE DOORWAY. CHANGE IN LEVEL BETWEEN ¼ INCH AND ½ INCH SHALL BE BEVELED WITH A SLOPE NO GREATER THAN ONE UNIT VERTICAL IN 2 UNITS HORIZONTAL (50-PERCENT SLOPE). CHANGE IN LEVEL GREATER THAN ½ INCH SHALL BE ACCOMPLISHED BY MEANS OF A RAMP.

FLOORS
FLOOR FINISHES ALONG ACCESSIBLE ROUTES AND IN ACCESSIBLE ROOMS AND SPACES, INCLUDING FLOORS, WALKS, RAMPS, STAIRS AND CURB RAMPS, SHALL BE STABLE, FIRM, AND SLIP RESISTANT.

CORRIDORS
PER TABLE IBC 1020.1 MIN. CORRIDOR WIDTH FOR OCCUPANCIES LESS THAN 50 IS
36 INCHES. OCCUPANCIES GREATER THAN 50 REQUIRE A MINIMUM 44 INCHES IN WIDTH.

CONTROLS FOR LIGHTS, WINDOWS, TEMPERATURE CONTROLS, ETC.
HEIGHT: MAXIMUM 4'-0" WALL
OUTLETS: 15" A.F.F. TO BOTTOM OF OUTLET
ACTIVATION FORCE: 5 POUNDS

HAZARDS
OVERHEAD OBSTRUCTIONS: 6'-8"
PROJECTIONS: MAXIMUM 4 INCHES IF OVER 2'- 3" ABOVE FLOOR. PROVIDE TEXTURED PATH WHEN OBSTRUCTIONS ARE IN THE PATH OF TRAVEL.
EMERGENCY SIGNALS: AUDIBLE AND VISUAL. WHERE LIGHTED EXIT SIGNS ARE USED, THEY SHALL FLASH IN AN EMERGENCY.

SIGNAGE
EACH GRADE-LEVEL EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORD "EXIT". SIGNS WITH RASIED CHARACTERS AND BRAILLE SHALLBE LOCATED 48 INCHES MINIMUM ABOVE FINISHED FLOOR OR GROUND SURFACE, MEASURED FROM THE BASELINE OF THE LOWEST LINE OF BRAILLE AND 60 INCHES MAXIMUM ABOVE THE FINISHED FLOOR OR GROUND SURFACE, MASURED FROM THE BASELINE OF THE HIGHEST LINE OF RAISED CHARACTERS. THE BRAILLE CHARACTERS SHOULD BE ALIGNED TO THE LEFT SIDE OR CENTER ALIGNED.

PLACE A SIGN AT EVERY PUBLIC ENTRANCE AND AT EVERY MAJOR JUNCTION ALONG OR LEADING TO AN ACCESSIBLE PATH OF TRAVEL DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. SIGNS SHALL INDICATE THE DIRECTION TO ACCESSIBLE FACILITY ENTRANCES.

FACILITIES ACCESS

MULTIPLE ACCOMMODATION TOILETS
ENTRANCE DOOR TO ROOM: 2'-8" CLEAR (3'-0" DOOR)
SPACE AT DOOR SWING SIDE: 5'-0" x 5'-0"
SPACE AT DOOR AWAY FROM SWING: 3'-8"
WHEELCHAIR TURNING SPACE PROVIDED: 5'-0" DIAMETER
ACCESSIBLE PATH TO ACCESSIBLE TOILET COMPARTMENT: 3'-8"

URINALS (WHERE REQUIRED)
PROVIDE AT LEAST ONE, AT NOT MORE THAN 1'-5" FROM THE FLOOR TO LIP, WITH FLUSH HANDLER SET AT 44" ABOVE FLOOR MAX. RIM TO PROJECT A MINIMUM OF 13 1/2". FROM WALL.

LAVATORIES
HEIGHT: 34" MAX.
CLEAR SPACE IN FRONT: 2'-6" BY 4'-0"
CLEAR SPACE BENEATH: 2'-5" HIGH MIN., 2'-6" WIDE, 8 INCHES MIN. DEEP AT TOP, 11" MIN. DEEP AT BOTTOM 9 INCHES.
CONTROL TO BE LEVER, PUSH-BUTTON, OR SIMILAR TYPE. CONTROL DOES NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF WRIST.
ACTIVATION OF CONTROL SHALL NOT REQUIRE GREATER THAN 5 FOOT LBS. OF FORCE. IF SELF CLOSING VALVES ARE USED, THEY MUST STAY OPEN FOR MIN 10 SECONDS.

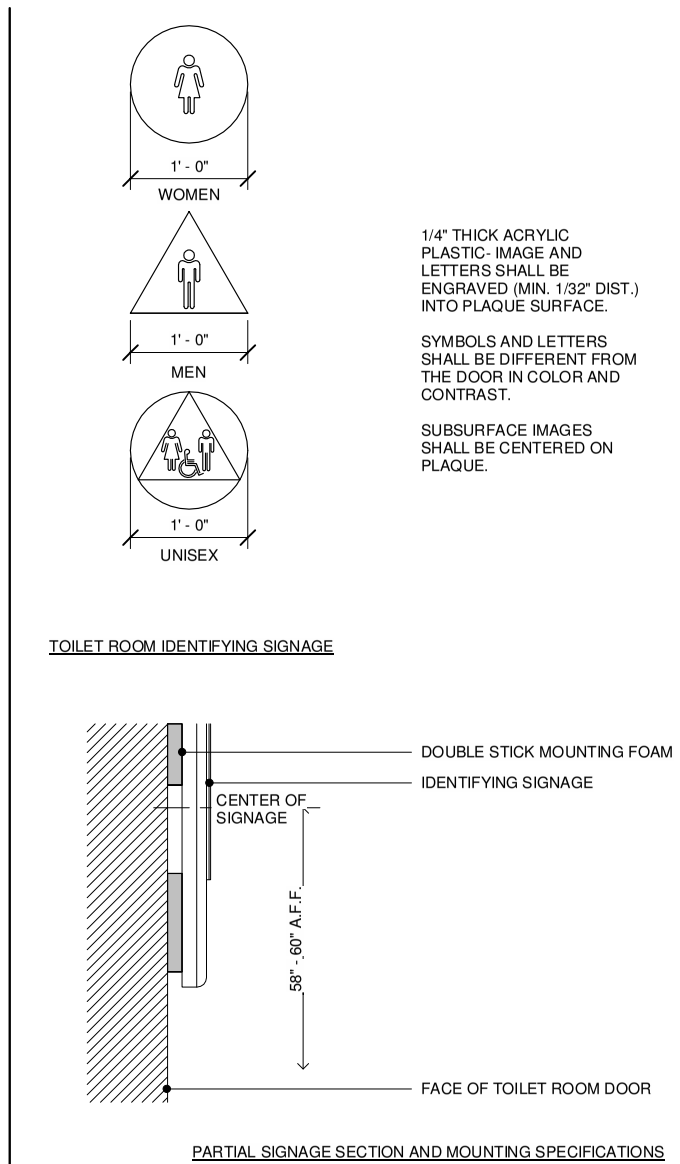
TOILET COMPARTMENTS
SIGNAGE: EQUILATERAL TRIANGLE (1'-0" SIDE) FOR MEN'S ROOM, 1'-0" DIAMETER CIRCLE FOR WOMEN'S ROOM.
SPACE IN FRONT OF DOOR: 4'-0"
CLEAR DOOR WIDTH (FRONT ENTRY): 2'-8" CLEAR, DOOR SWINGS OUT.
DOOR WIDTH (SIDE ENTRY): 2'-10" CLEAR, DOOR SWINGS OUT.
COMPARTMENT WIDTH: 4'-10" MINIMUM DEPENDENT UPON WATER CLOSET.
COMPARTMENT DEPTH (FRONT ENTRY): 6'-2" TO 6'-6" DEPENDENT UPON WATER CLOSET. COMPARTMENT DEPTH (SIDE ENTRY): 7'-2" TO 7'-6" DEPENDENT UPON WATER CLOSET.
CLEAR SPACE AT SIDE OF WATER CLOSET: 2'-8" MINIMUM.
NEAR WALL TO CENTER OF WATER CLOSET: 17"-18" CLEAR
TOILET SEAT HEIGHT: 1'-5" TO 1'-7" HIGH.
GRAB BAR DESIGN TO SUPPORT 250 LBS.
REAR GRAB BAR: 3'-0" LONG MINIMUM.
LONG SIDE GRAB BAR: 3'-6" LONG MINIMUM, 2'-0" EXTENSION MINIMUM IN FRONT OF WATER CLOSET.
GRAB BAR HEIGHT: 2'-9" ABOVE FLOOR TO CENTERLINE.
TOILET PAPER HOLDER: 7"-9" MAXIMUM IN FRONT OF WATER CLOSET.
TYPICAL WATER CLOSET SIZES:
WIDTH: 1'-3" TO 1'-4" TYPICAL
LENGTH: 2'-2" TO 2'-4" TYPICAL; 2'-0" TO 2'-7" AVAILABLE.
CONTROL ON WIDE CLEAR SIDE OF WATER CLOSET, OPERABLE WITH ONE HAND. CONTROL DOES NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF WRIST. ACTIVATION OF CONTROL SHALL NOT REQUIRE GREATER THAN 5 FOOT LBS. OF FORCE.

SINGLE ACCOMMODATION TOILETS
DOOR SHALL LOCK FROM INSIDE.
ONE PERSON USE AT A TIME.
SPACE INSIDE: ROOM FOR A WHEELCHAIR TO ENTER AND DOOR TO CLOSE.
CLEAR SPACE IN FRONT OF WATER CLOSET: 4'-0"
CLEAR SPACE AT SIDE OF WATER CLOSET TO LAVATORY: 2'-4".
CLEAR SPACE AT SIDE OF WATER CLOSET TO WALL: 5'-0"
NEAR WALL TO CENTER OF WATER CLOSET: 17"-18"
CLEAR CONTROL ON WIDE CLEAR SIDE OF WATER CLOSET: OPERABLE WITH ONE HAND. CONTROL DOES NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF WRIST. ACTIVATION OF CONTROL SHALL NOT REQUIRE GREATER THAN 5 FOOT LBS. OF FORCE.

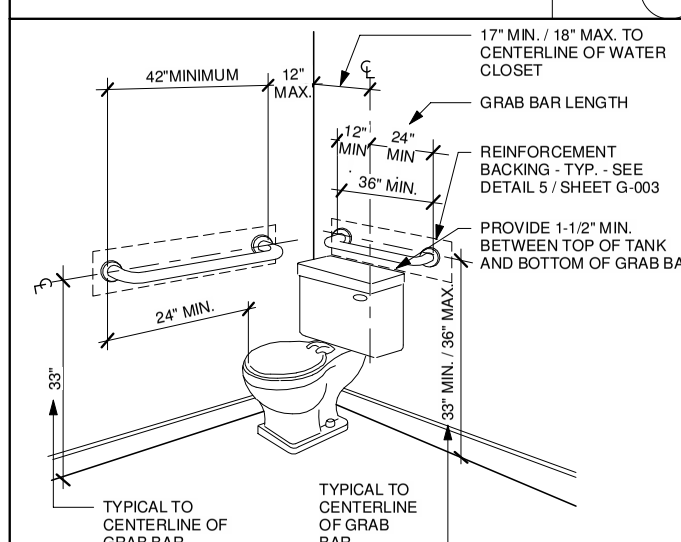
EMPLOYEE LOCKERS
AT LEAST ONE AND NOT LESS THAN 5% OF ALL LOCKERS SHALL BE MADE ACCESSIBLE TO PERSONS WITH DISABILITIES, INCLUDING CLEAR SPACE, REACH RANGE REQUIREMENTS, AND A PATH OF TRAVEL NOT LESS THAN 36" CLEAR IN WIDTH SHALL BE PROVIDED TO THE EMPLOYEE LOCKERS.

20-0363
12/14/2020

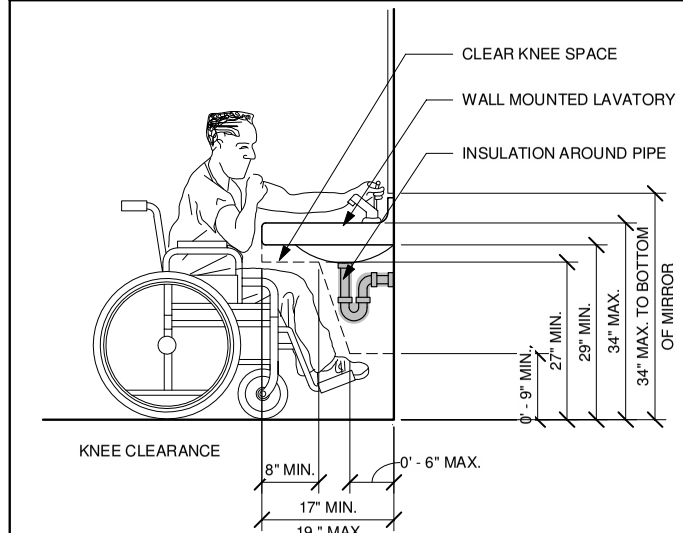
ACCESSIBILITY COMPLIANCE NOTES | NTS | 13



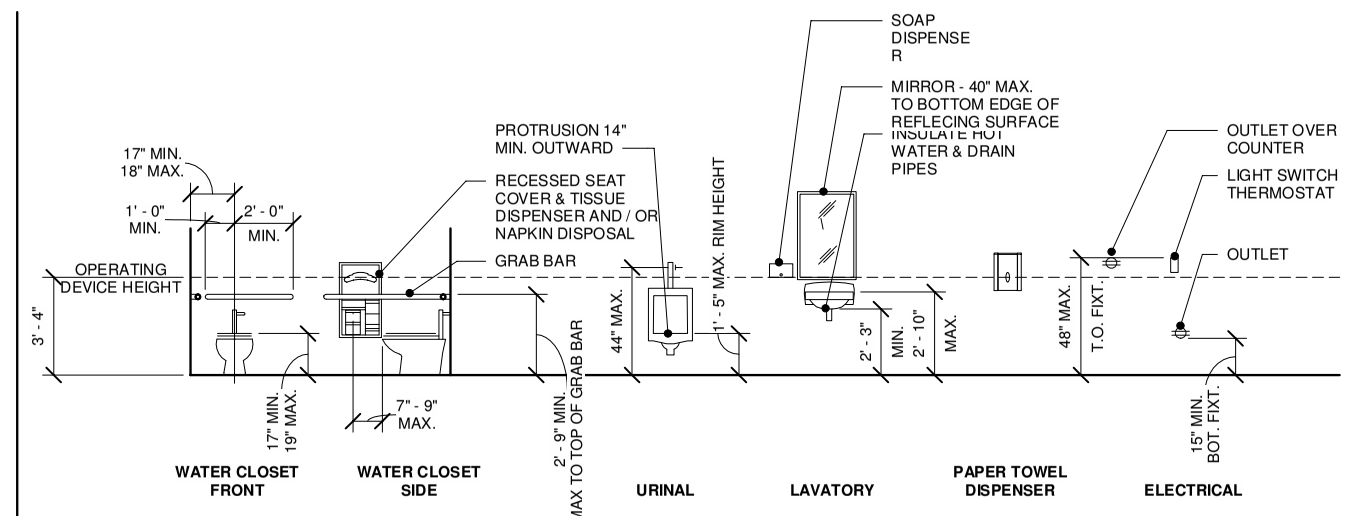
RESTROOM IDENTIFYING SIGNS | NTS | 11



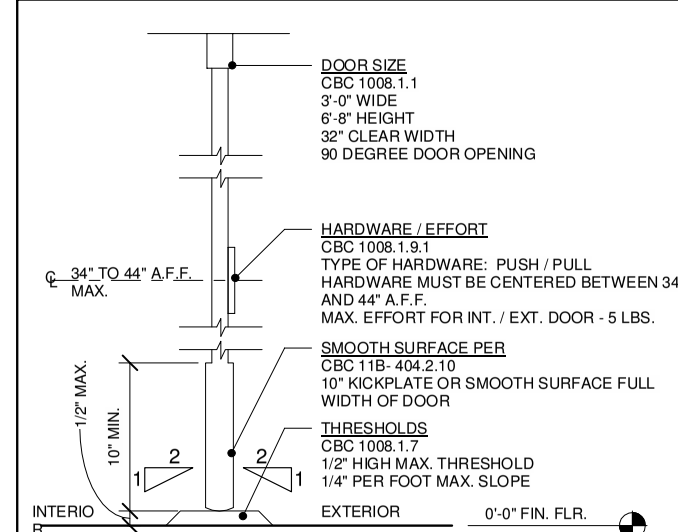
GRAB BAR REINFORCEMENT | NTS | 10



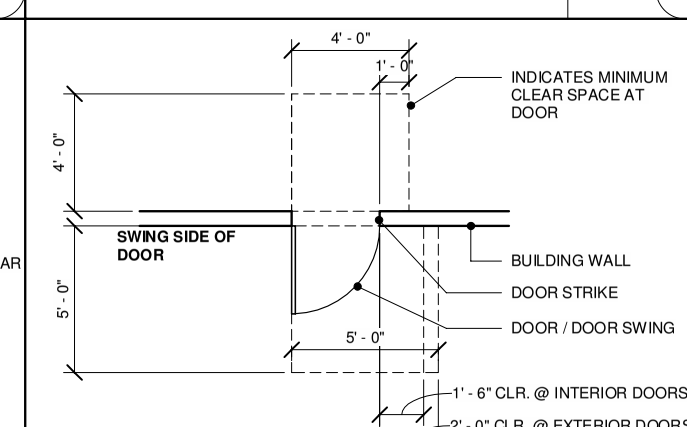
KNEE SPACE AT LAVATORY | 3/4" = 1'-0" | 8



ACCESSIBLITY FOR ACCESSORIES - STANDARD MOUNTING HEIGHTS | NTS | 4



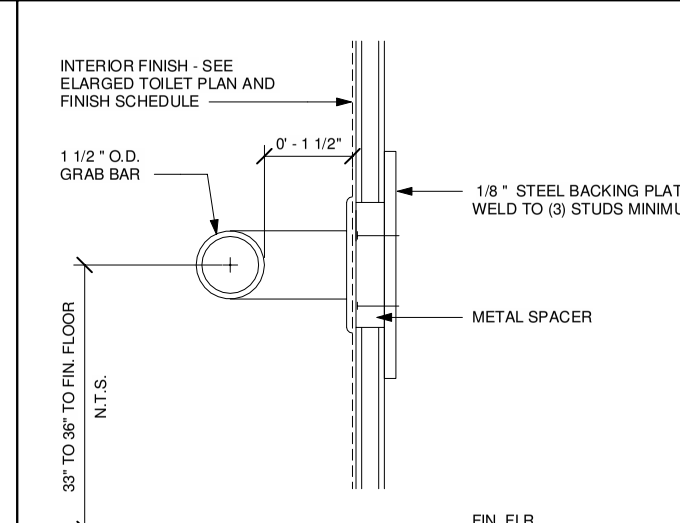
ENTRANCE DOOR ADA DETAIL | 12" = 1'-0" | 7



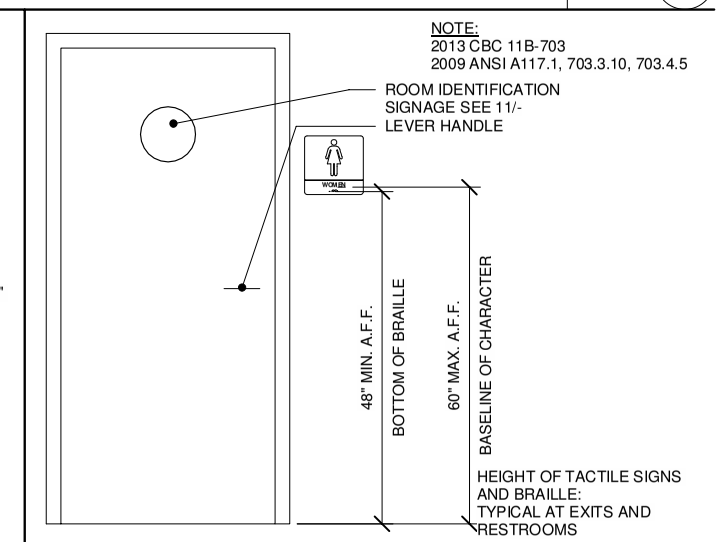
MINIMUM REQUIRED DOOR CLEARANCE

STOREFRONT, INTERIOR OR EXTERIOR DOOR - A LEVEL AND CLEAR FLOOR OR LANDING ON EACH SIDE OF DOOR SHALL BE PROVIDED. THE LEVEL AREA SHALL HAVE A LENGTH IN THE DIRECTION OF DOOR SWING OF AT LEAST 60" AND THE LENGTH OPPOSITE THE DIRECTION OF DOOR SWING OF 48" AT DOORS WITH AUTOMATIC CLOSURES AS MEASURED AT RIGHT ANGLES TO THE PLANE OF THE DOOR IN THE CLOSED POSITION.

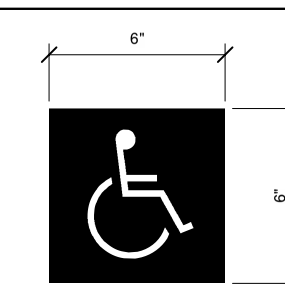
MINIMUM DOOR CLEARANCE | NTS | 6



TOILET GRAB BAR | 6" = 1'-0" | 5



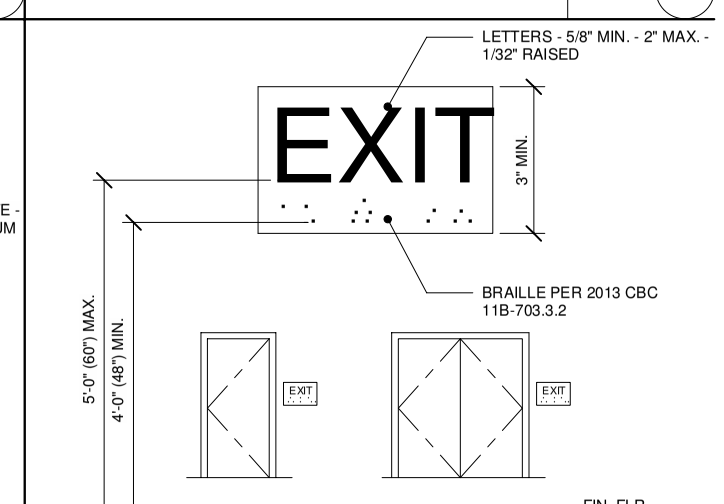
ACCESSIBLE RESTROOM SIGNAGE | NTS | 3



THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL BE THE STANDARD USED TO IDENTIFY FACILITIES THAT ARE ACCESSIBLE TO AND USABLE BY PHYSICALLY DISABLED PERSONS.

THE SYMBOL SPECIFIED ABOVE SHALL CONSIST OF A WHITE FIGURE ON A BLUE BACKGROUND. THE BLUE SHALL BE EQUAL TO COLOR NO. 15090 IN FEDERAL STANDARD 595B.

INTERNATIONAL ACCESSIBILITY SYMBOL | 3" = 1'-0" | 2



TEXT AND ASSOCIATED BRAILLE SHALL READ AS INDICATED IN THE DRAWING AND PER 2013 CBC SECT. 1011 & 2009 ANSI 117.1, 703.3.10, 703.4.5

TACTILE EXIT SIGN | 12" = 1'-0" | 1

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NV # 0054968

Project No: 2019355.19
Design/Build Contractor
CM Builders
NV LICENSE # 0054964
Designed Consultant: Veronica Brooks
Signed by: Curt McClincy
Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

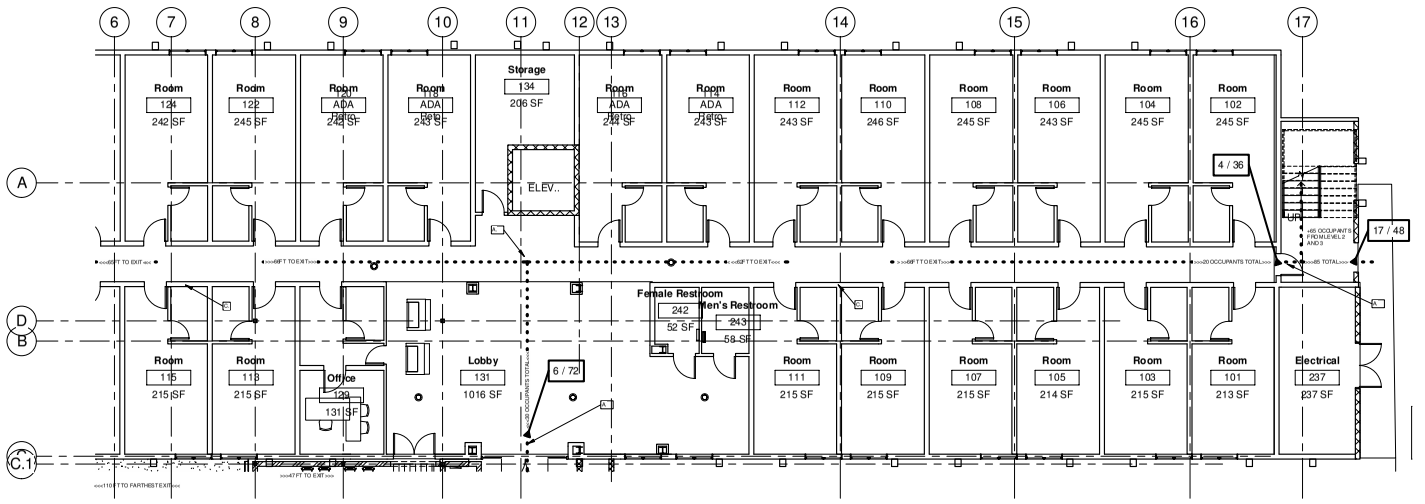
Client Name: LAS VEGAS HOTEL.NET

#	Revision Date	Revision Description

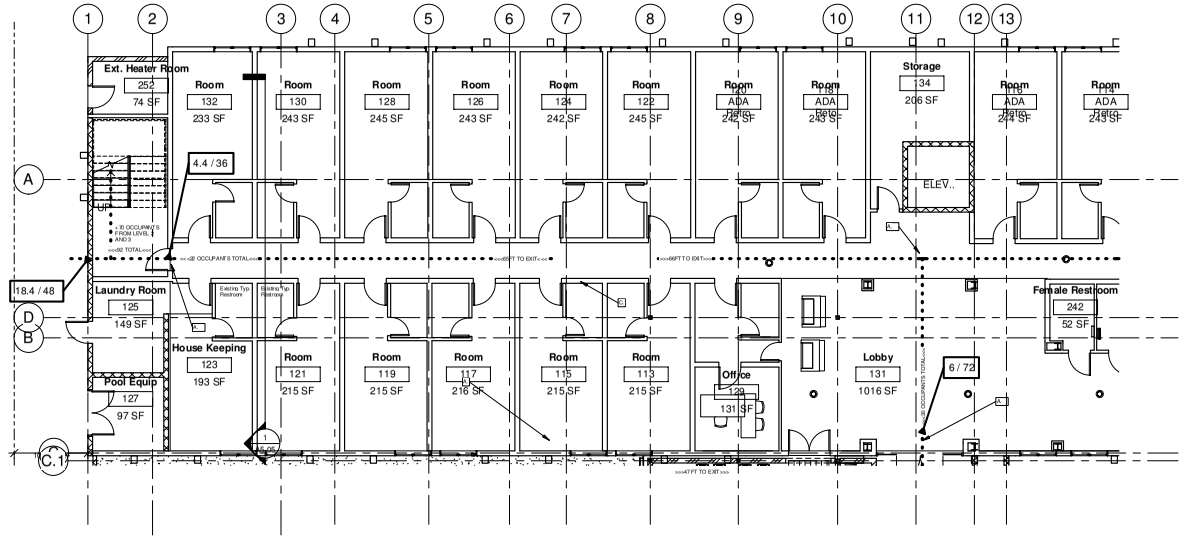
Revisions

Sheet Title: Accessiblity Notes & Details

Sheet No: A0.07



1 Hotel Level 1 - Life Safety - North
1/8" = 1'-0"



2 Hotel Level 1 - Life Safety - South
1/8" = 1'-0"

SCALE : 1/8 inch = 1 foot

NORTH

LIFE SAFETY NOTES

1. PROVIDE EMERGENCY LIGHTING WITH SEPERATE SOURCE OF POWER
2. EMERGENCY LIGHTING EGRESS REQUIREMENT; ONE FOOT CANDLE AT FLOOR LEVEL THROUGHOUT EXITWAYS. STATE FIRE MARSHALL REGULATIONS
3. PANIC HARDWARE REQUIRED
4. EXIT SIGNS REQUIRED
5. SEE ELECTRICAL PLAN FOR EM LIGHTING AND LOCATIONS

KEYNOTES

A. EXISTING ILLUMINATED EXIT SIGN
B. PANIC HARDWARE REQUIRED
C. FIRE EXTINGUISHER CABINETS PER IBC 906.1
D. NOT AN EXIT SIGN
E. PROPOSED ILLUMINATED EXIT SIGN

LEGEND

REQUIRED / PROVIDED EXIT WIDTH INCHES

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Designed Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

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LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

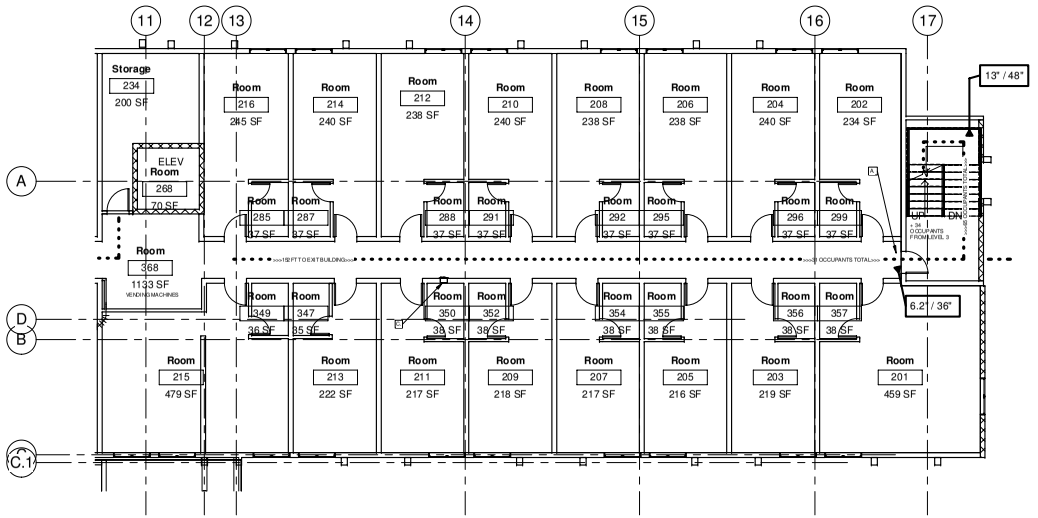
Revision Schedule

#	Revision Date	Revision Description

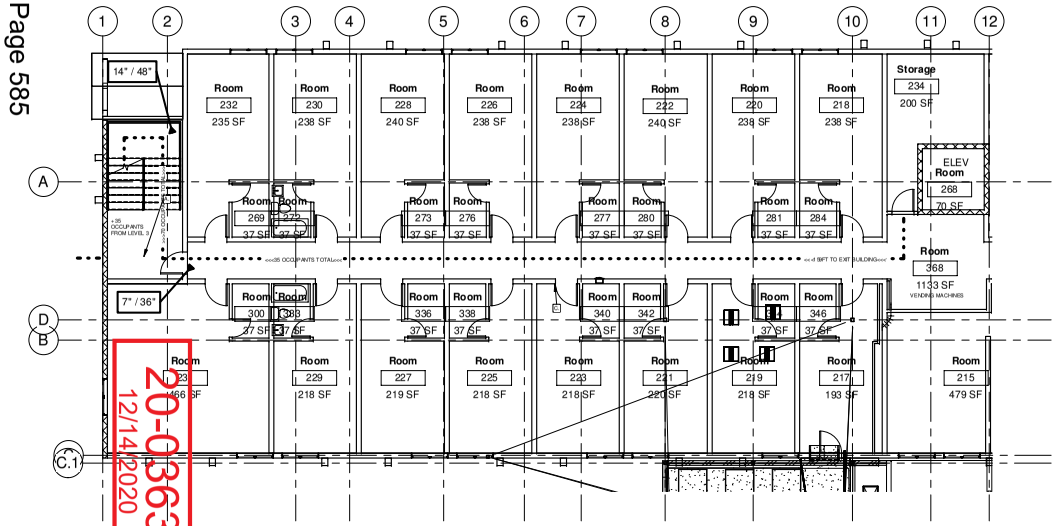
Sheet Title: Hotel Level 1 Life Safety

Sheet No: A0.11

20-0363
12/14/2020



1 Hotel Level 2 - Life Safety - North
1/8" = 1'-0"



2 Hotel Level 2 - Life Safety - South
1/8" = 1'-0"

20-0363
12/14/2020

NORTH

SCALE : 1/8 inch = 1 foot

0' 4' 8' 16' 32'

0' 1/2" 1" 2" 4"

LIFE SAFETY NOTES

1. PROVIDE EMERGENCY LIGHTING WITH SEPERATE SOURCE OF POWER
2. EMERGENCY LIGHTING EGRESS REQUIREMENT; ONE FOOT CANDLE AT FLOOR LEVEL THROUGHOUT EXITWAYS. STATE FIRE MARSHALL REGULATIONS
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E. PROPOSED ILLUMINATED EXIT SIGN

LEGEND

REQUIRED / PROVIDED — EXIT WIDTH INCHES

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Signed by: Curt McGinoy

Date:

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LAS VEGAS, NV 89109

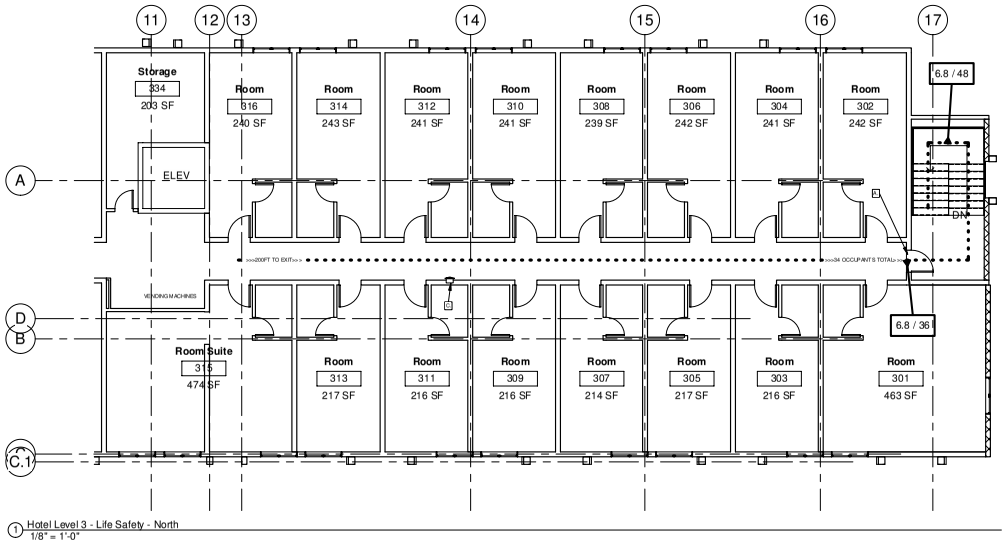
Client Name: LAS VEGAS HOTEL.NET

Revision Schedule

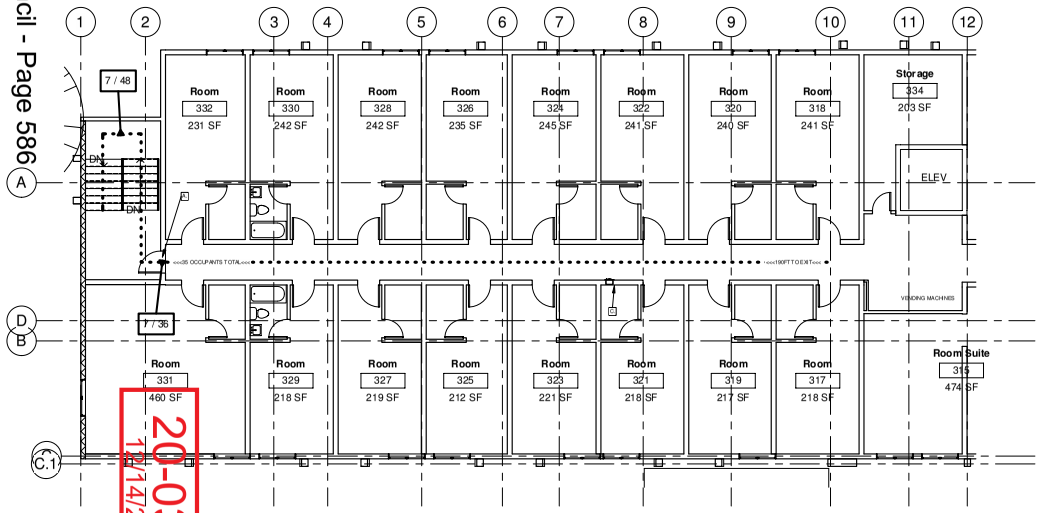
#	Revision Date	Revision Description

Sheet Title: Hotel Level 2 Life Safety

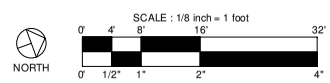
Sheet No: A0.12



1 Hotel Level 3 - Life Safety - North
1/8" = 1'-0"



2 Hotel Level 3 - Life Safety - South
1/8" = 1'-0"



LIFE SAFETY NOTES

1. PROVIDE EMERGENCY LIGHTING WITH SEPERATE SOURCE OF POWER
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4. EXIT SIGNS REQUIRED
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KEYNOTES

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B. PANIC HARDWARE REQUIRED
C. FIRE EXTINGUISHER CABINETS PER IBC 906.1
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E. PROPOSED ILLUMINATED EXIT SIGN

LEGEND

REQUIRED / PROVIDED — EXIT WIDTH INCHES

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Project No:
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Designed Consultant:
Veronica Brooks

Signed by: Curt McGinoy

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2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name:
LAS VEGAS HOTEL.NET

Revision Schedule

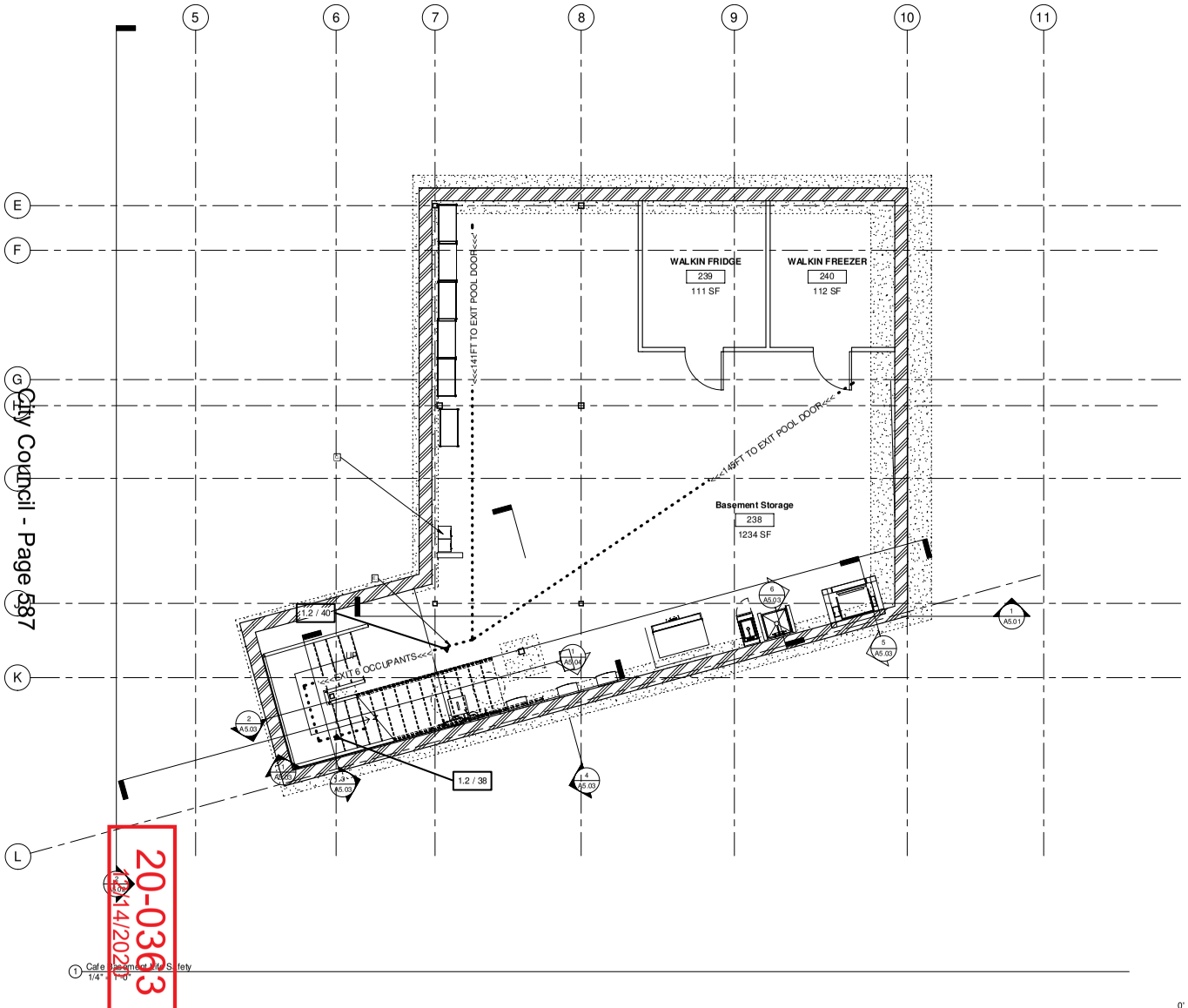
#	Revision Date	Revision Description

Sheet Title:
Hotel Level 3 Life Safety

Sheet No:
A0.13

City Council - Page 586

20-0363
12/14/2020



20-0363
11/14/2020

SCALE : 1/4 inch = 1 foot

0' 2' 4' 8' 16'

0' 1/2" 1" 2" 4"

NORTH

LIFE SAFETY NOTES

1. PROVIDE EMERGENCY LIGHTING WITH SEPERATE SOURCE OF POWER
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REQUIRED / PROVIDED — EXIT WIDTH INCHES

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4815 W. Russell Rd. #170 Las Vegas, NV 89118
Tele. (702) 367-9952
www.cmbuildersvegas.com

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

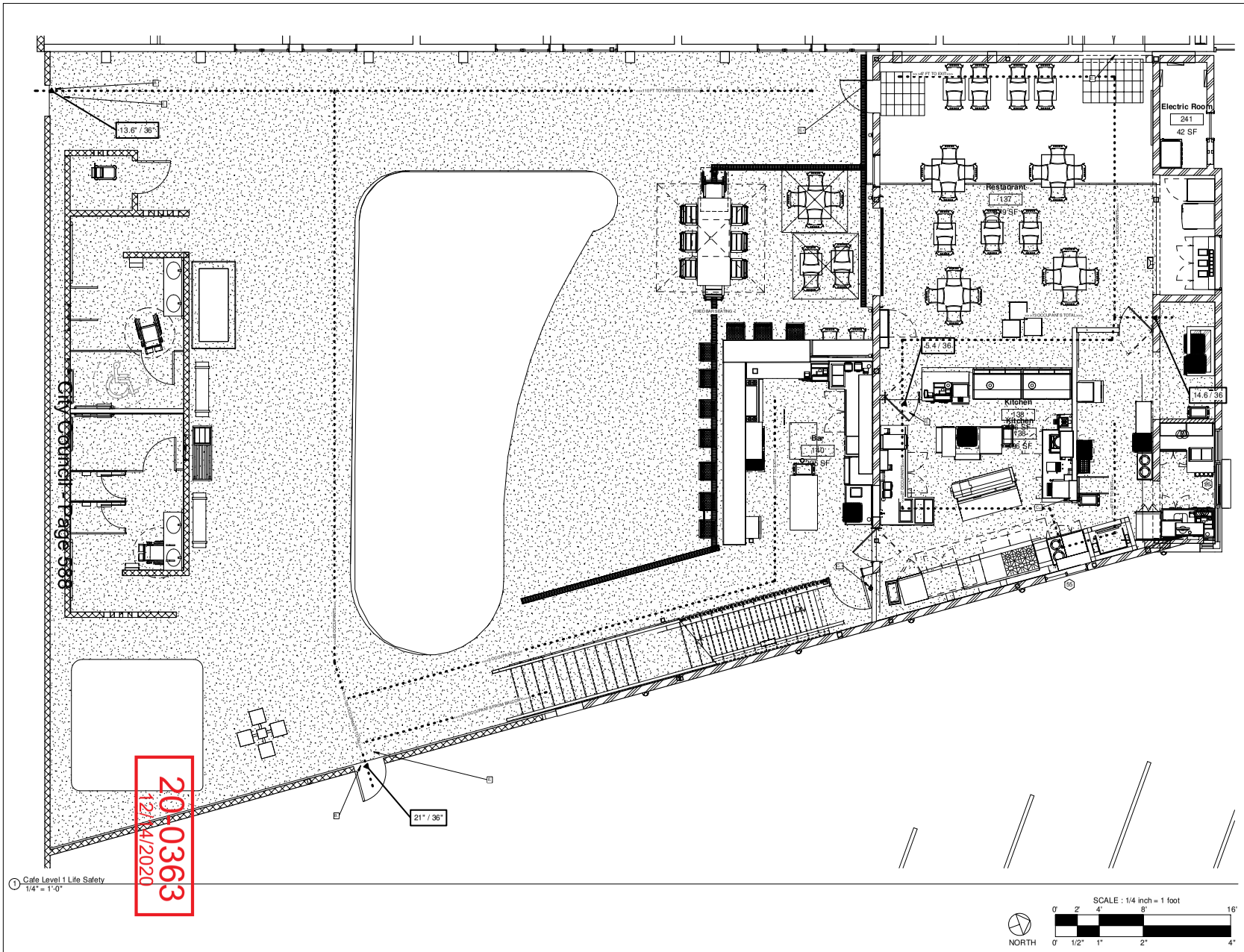
Client Name: LAS VEGAS HOTEL.NET

Revision Schedule

#	Revision Date	Revision Description

Sheet Title: Cafe Basement Life Safety

Sheet No: A0.14



1 Cafe Level 1 Life Safety
1/4" = 1'-0"

City Council - Page 588

20-0363
12/14/2020

LIFE SAFETY NOTES

1. PROVIDE EMERGENCY LIGHTING WITH SEPERATE SOURCE OF POWER
2. EMERGENCY LIGHTING EGRESS REQUIREMENT; ONE FOOT CANDLE AT FLOOR LEVEL THROUGHOUT EXITWAYS. STATE FIRE MARSHALL REGULATIONS
3. PANIC HARDWARE REQUIRED
4. EXIT SIGNS REQUIRED
5. SEE ELECTRICAL PLAN FOR EM LIGHTING AND LOCATIONS

KEYNOTES

A. EXISTING ILLUMINATED EXIT SIGN
B. PANIC HARDWARE REQUIRED
C. FIRE EXTINGUISHER CABINETS PER IBC 906.1
D. NOT AN EXIT SIGN
E. PROPOSED ILLUMINATED EXIT SIGN

LEGEND

REQUIRED / PROVIDED — EXIT WIDTH INCHES

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Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

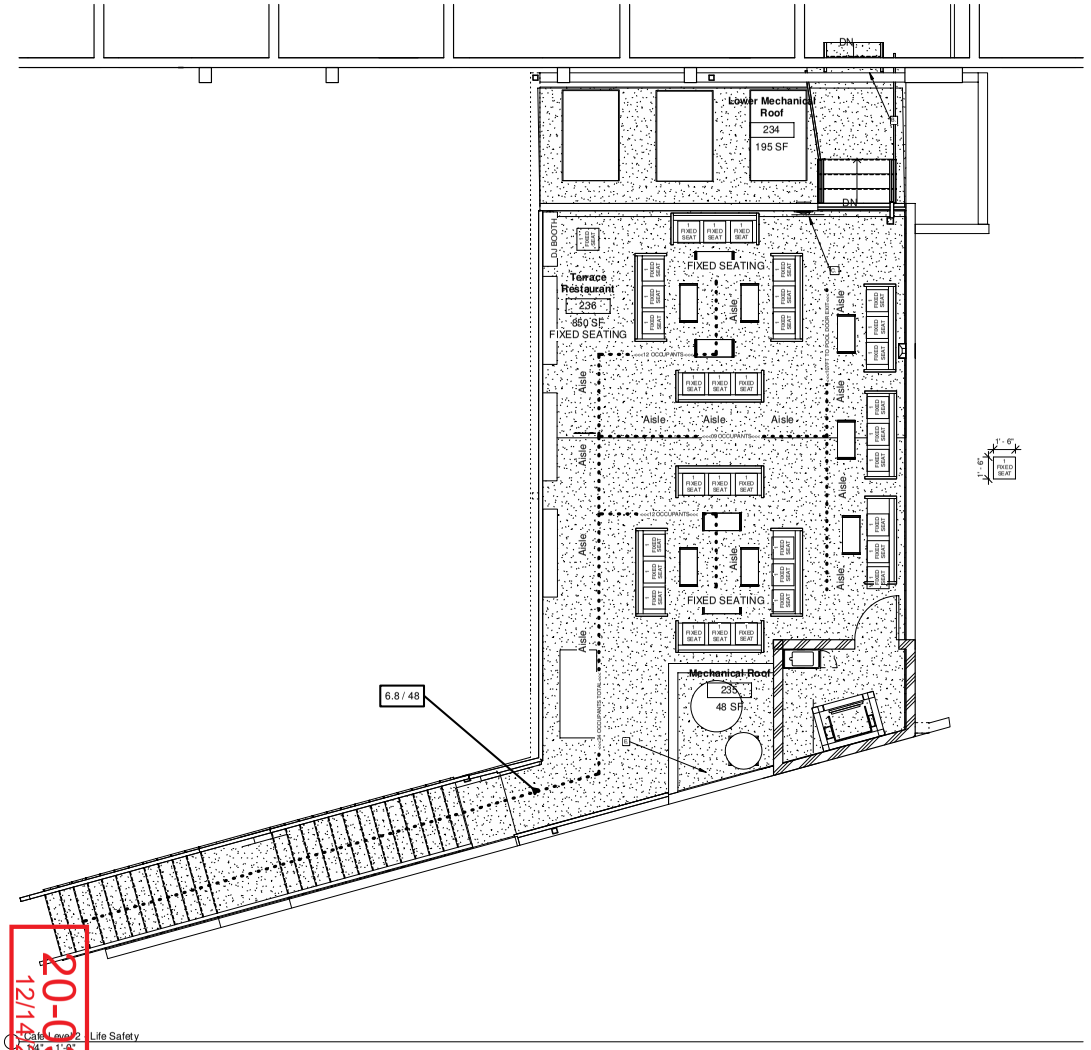
Client Name: LAS VEGAS HOTEL.NET

Revision Schedule

#	Revision Date	Revision Description

Sheet Title: Cafe Level 1 Life Safety

Sheet No: A0.15



Cafe Level 2 - Life Safety
1/4" = 1'-0"

20-0363
12/14/2020

LIFE SAFETY NOTES

1. PROVIDE EMERGENCY LIGHTING WITH SEPERATE SOURCE OF POWER
2. EMERGENCY LIGHTING EGRESS REQUIREMENT; ONE FOOT CANDLE AT FLOOR LEVEL THROUGHOUT EXITWAYS. STATE FIRE MARSHALL REGULATIONS
3. PANIC HARDWARE REQUIRED
4. EXIT SIGNS REQUIRED
5. SEE ELECTRICAL PLAN FOR EM LIGHTING AND LOCATIONS

KEYNOTES

A. EXISTING ILLUMINATED EXIT SIGN
B. PANIC HARDWARE REQUIRED
C. FIRE EXTINGUISHER CABINETS PER IBC 906.1
D. NOT AN EXIT SIGN
E. PROPOSED ILLUMINATED EXIT SIGN

LEGEND

REQUIRED / PROVIDED — EXIT WIDTH INCHES

SCALE : 1/4 inch = 1 foot

NORTH

0' 2' 4' 8' 16'
0' 1/2" 1" 2" 4"

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CM Builders
NV LICENSE # 0054964

Designed Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

Revision Schedule

#	Revision Date	Revision Description

Sheet Title: Cafe Rooftop Terrace Life Safety

Sheet No: A0.16

ACCESSIBILITY NOTES

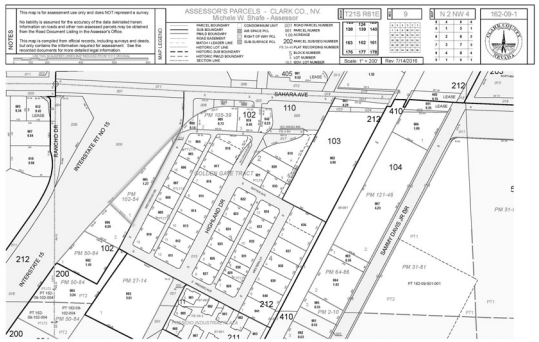
1. CITY OF LAS VEGAS HAS ADOPTED ICC A117.1-2017 FOR ACCESSIBILITY REQUIREMENTS
2. GRADE OF PARKING STALL AND ACCESS AISLE: ACCESSIBLE PARKING SPACE SHALL BE LOCATED ON A SURFACE WITH SLOPE NOT EXCEEDING 1:48 (2%) IN ALL DIRECTIONS
3. DIMENSIONS OF PARKING SPACES STANDARD ACCESSIBLE PARKING SPACE: 96" (MIN) BY 132' WIDE (MIN) PLUS A 96" ACCESS AISLE ADJACENT TO EACH SIDE
4. VAN ACCESSIBLE SPACE 96" WIDE BY 18" LONG PLUS ONE ADJACENT 96" WIDE ACCESS AISLE AND ONE ADJACENT 60" WIDE ACCESS AISLE AT SIDES.
5. TWO ACCESSIBLE PARKING SPACES MAY SHARE A COMMON ACCESS AISLE. CURB RAMPS ARE NOT ALLOWED IN ACCESS AISLES.
6. ONE VAN ACCESSIBLE PARKING SPACE SHALL BE PROVIDED FOR EVERY EIGHT ACCESSIBLE PARKING SPACES, OR FRACTION OF THEREOF, STARTING WITH THE FIRST. ACCESSIBLE PARKING SPACES SHALL BE LOCATED ON THE SHORTEST POSSIBLE ACCESSIBLE ROUTE FROM ADJACENT PARKING TO AN ACCESSIBLE BUILDING ENTRANCE. IN FACILITIES WITH MULTIPLE ACCESSIBLE BUILDING ENTRANCES WITH ADJACENT PARKING, ACCESSIBLE PARKING SPACES SHALL BE DISPERSED AND LOCATED NEAR THE ACCESSIBLE ENTRANCES.
7. ACCESSIBLE PARKING SPACES SHALL HAVE A SIGN SHOWING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY PER ANSI SEC 703.7.
8. VAN ACCESSIBLE SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE AND SHALL BE MARKED VAN ACCESSIBLE.
9. SIGNS SHALL BE CENTERED IN THE WIDTH OF THE SPACE AND SHALL BE 60" MIN.

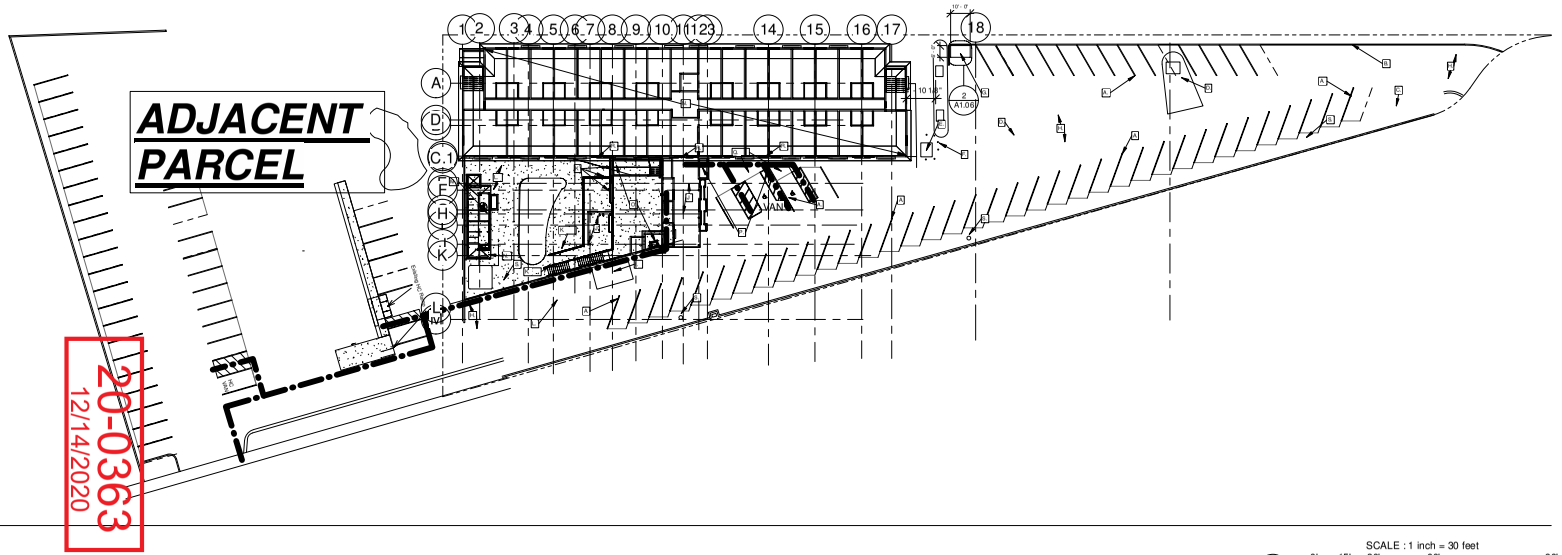
GENERAL NOTES

1. ALL DIMENSIONS MUST BE FIELD VERIFIED.
2. ALL DIMENSIONS ARE FROM FACE OF FINISH SURFACE
3. ALL DIMENSIONS ARE + / - 1 FT
4. DESIGN BUILDER MUST BE NOTIFIED OF ANY DISCREPANCIES FOUND PRIOR TO WORK PROCEEDING AND/OR WHICH COULD CONSTITUDE AN ADDITIONAL WORK REQUIRED

KEYNOTES

A. STRIPE NEW AC TO MATCH EXISTING LAYOUT
B. EXISTING A CURB TO REMAIN
C. EXISTING L CURB TO REMAIN
D. EXISTING SIGN
E. EXISTING TRANSFORMER
F. EXISTING BOLLARD
G. INSTALL TRASH ENCLOSURE PER DETAILS ON A1.06
H. INSTALL 2" ASPHALT
I. INSTALL GREASE INTERCEPTOR (SEE PLUMBING PLAN)
J. INSTALL AWNING COVER (STRUCTURAL SUBMITTAL REQUIRED)
K. INSTALL DRAIN TO DAYLIGHT IN LANDSCAPE PLANTER
L. INSTALL NEW POOL DECKING WITH DRAINAGE PER JACUZZI INSTALLER
M. INSTALL NEW JACUZZI UNDER SEPERATE PERMIT
N. EXISTING STRUCTURE
O. PROPOSED STRUCTURE
P. ZERO CURB FOR ACCESSABILITY ACCESS
Q. INSTALL ACCESSABLE PARKING SIGNS PER DETAIL 06 / A1.09
R. EXISTING EXTERIOR FLOOD LIGHTING MOUNTED ON THE EAVE
S. EXISTING FLOOD LIGHT POST





1 Overall Site Plan
1" = 30'-0"

NORTH

SCALE : 1 inch = 30 feet
0' 15' 30' 60' 90'
0' 1/2" 1" 2" 4"

ACCESSIBLE PATH
PROPERTY LINE
ROOF LINE

20-0363
12/14/2020

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Project No.
2019355.19

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CM Builders
NV LICENSE # 0059064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

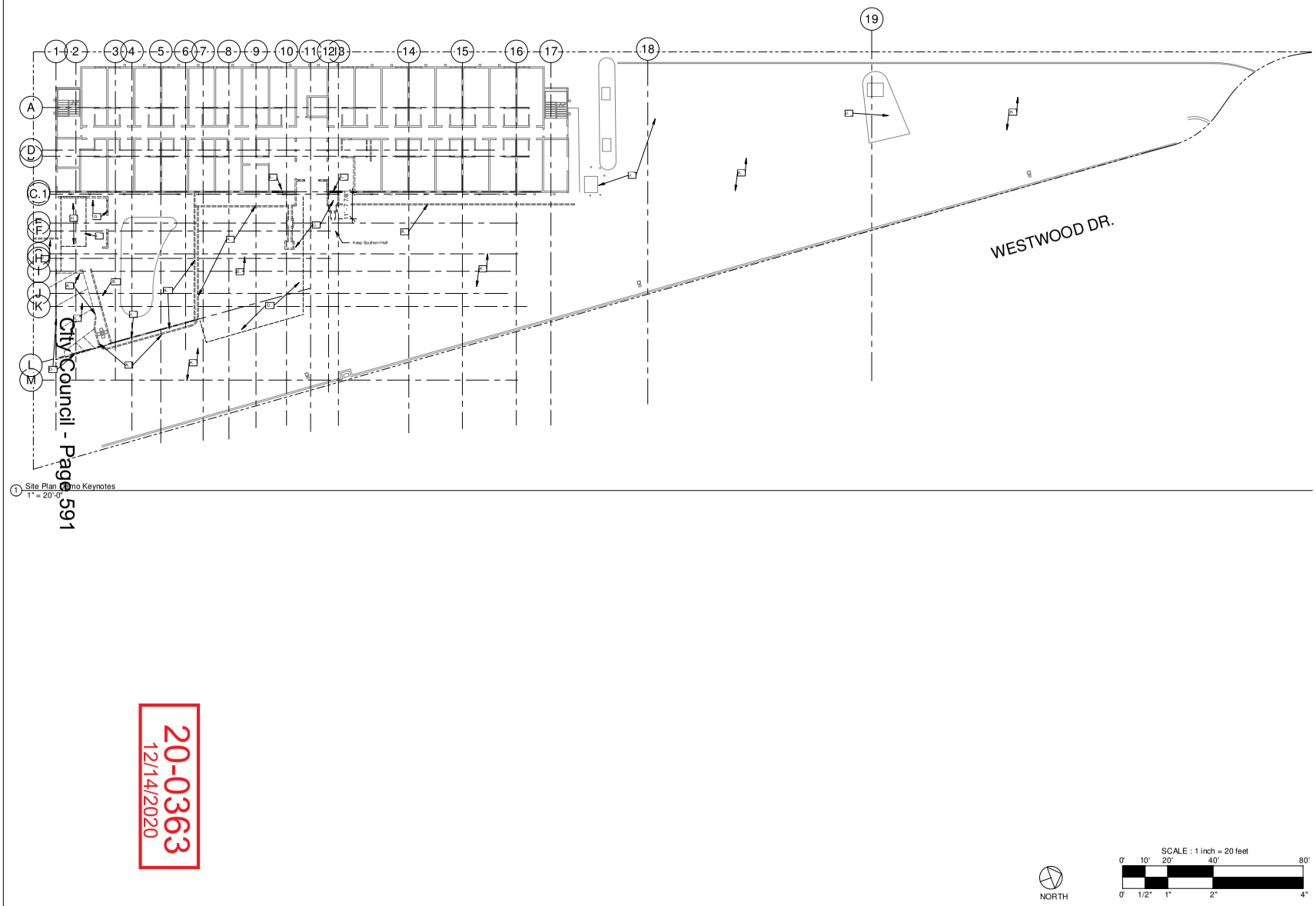
Project Name
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

Revisions
Revision Description
Revision Date

Sheet Title
Overall Site Plan

Sheet No:
A1.00



1 Site Plan Demo Keynotes
1" = 20'-0"

GENERAL NOTES

1. ALL DIMENSIONS MUST BE FIELD VERIFIED.
2. ALL DIMENSIONS ARE FROM FACE OF FINISH SURFACE
3. ALL DIMENSIONS ARE + / - 1 FT
4. DESIGN BUILDER MUST BE NOTIFIED OF ANY DISCREPANCIES FOUND PRIOR TO WORK PROCEEDING AND/OR WHICH COULD CONSTITUDE AN ADDITIONAL WORK REQUIRED.

KEYNOTES

A. DEMO CURB
B. DEMO WALL
C. DEMO PLANTER
D. SAWCUT ASPHALT
E. DEMO ASPHALT
F. DEMO FENCE AND GATE
G. DEMO WOOD FRAMED WALLS
H. DEMO ROOF
I. DEMO PARAPET
J. PROTECT IN PLACE
K. R & R ASPHALT
L. DEMO WINDOW

LEGEND

PROPERTY LINES

DEMO LINES

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Project No: 2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0054964

Design Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

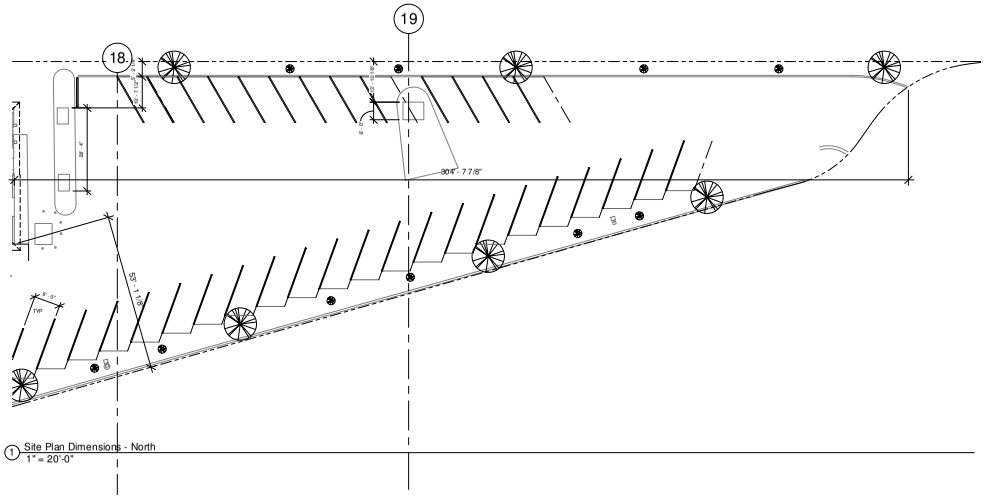
Client Name: LAS VEGAS HOTEL.NET

Revisions		
#	Revision Date	Revision Description

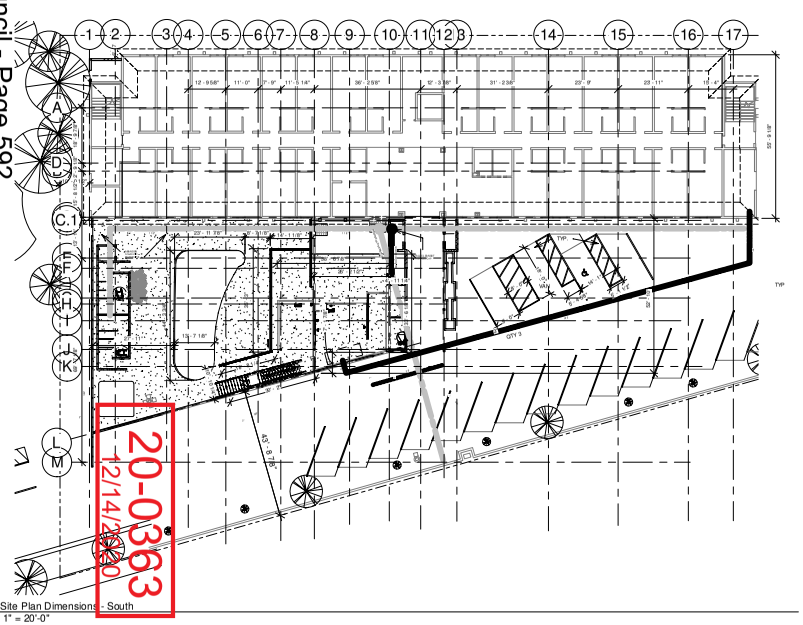
Sheet Title: Site Demo Plan

Sheet No: A1.01

City Council - Page 591
20-0363
12/14/2020



1 Site Plan Dimensions - North
1" = 20'-0"



2 Site Plan Dimensions - South
1" = 20'-0"

20-0363
12/14/2020

NORTH

SCALE : 1/16 inch = 1 foot

0' 8' 16' 32' 64'

0' 1/2" 1" 2" 4"

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Project No:
2019355.19

Design/Build Contractor
Checker
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinay

Date:

Project Name:

Las Vegas.Net Hotel

2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

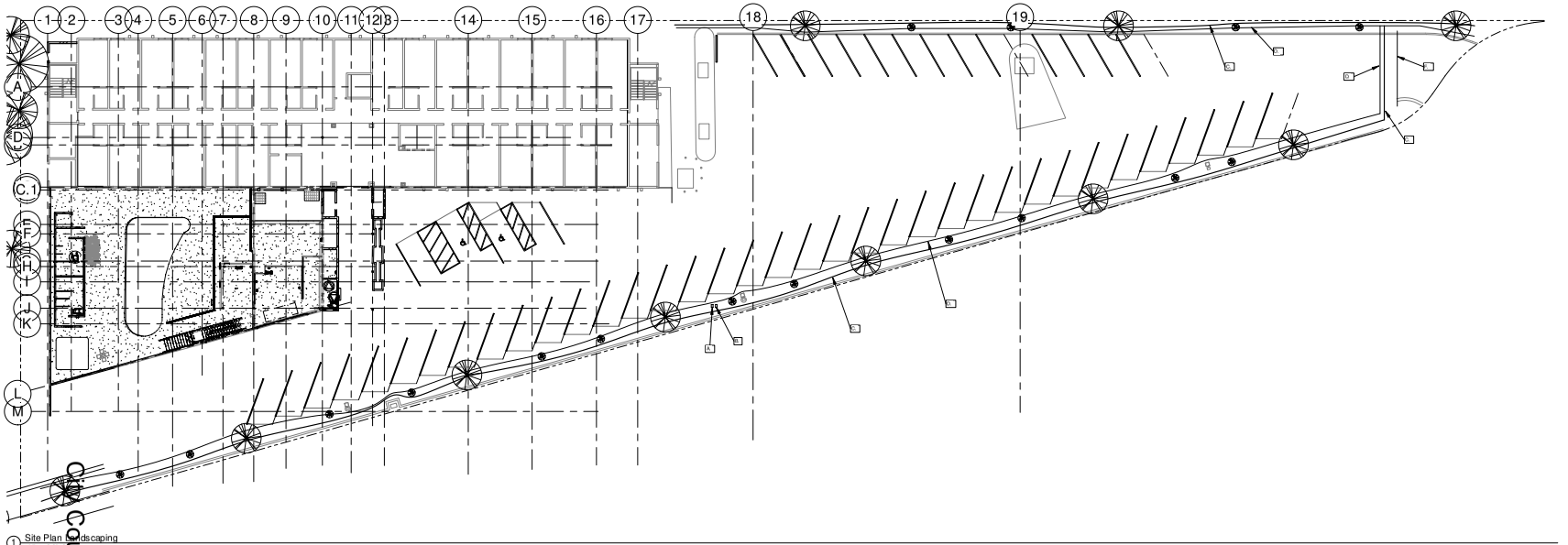
Client Name:
LAS VEGAS
HOTEL.NET

Revisions

Revision Date | Revision Description

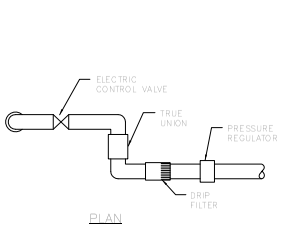
Sheet Title:
Site Plan
Dimensions

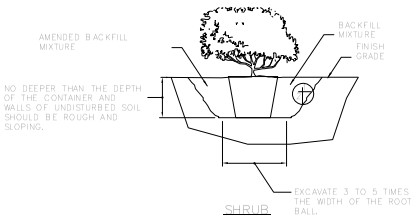
Sheet No:
A1.02



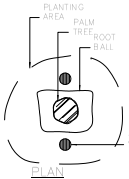
1 Site Plan - Landscaping
1" = 20'-0"

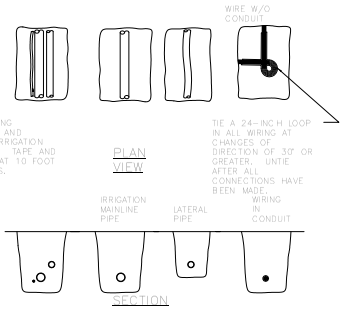
City Council - Page 593

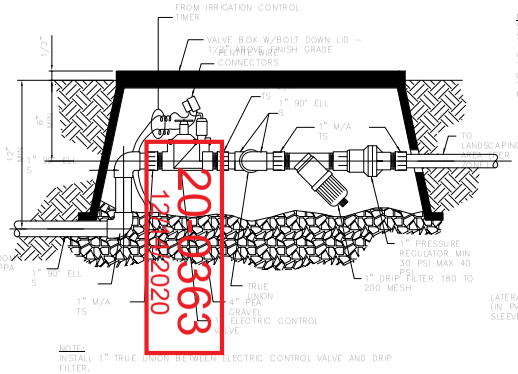




8 PLANT SHRUB
12" = 1'-0"

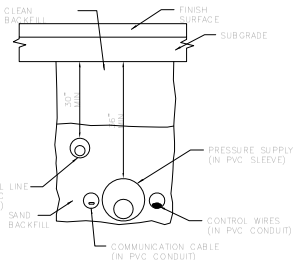




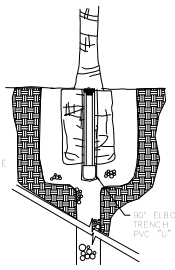


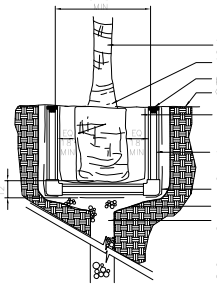
4 IRRIGATION CONTROL VALVE DETAIL
12" = 1'-0"

NOTE:
SLEEVE ALL PIPE AND WIRES UNDER WALKS, DRIVEWAYS, STRUCTURES, WALLS, ETC. EXTEND SLEEVE INTO LANDSCAPE AREA 12" MINIMUM. BACKFILL MATERIAL SHALL BE FREE OF RUBBISH, VEGETABLE MATTER, FROZEN MATERIALS, AND STONES LARGER THAN ¼" IN MAXIMUM DIMENSIONS. PROVIDE NOT LESS THAN 6" OF CLEARANCE BETWEEN EACH LATERAL LINE, AND NOT LESS THAN 18" OF CLEARANCE BETWEEN LATERAL LINES AND MAINS.



5 TRENCHING - SOLID SURFACE
12" = 1'-0"





9 PALM PLANTING DETAIL
12" = 1'-0"

6 TRENCHING - OPEN AREAS
12" = 1'-0"

NOTES:
1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
2. FOR PIPE AND WIRE BURIAL DEPTHS SEE SPECIFICATIONS.
3. ALL SOLVENT WELD PLASTIC PIPING TO BE SNAKED IN TRENCH AS SHOWN.

NORTH

SCALE : 1 inch = 20 feet
0' 10' 20' 40' 80'
0' 1/2" 1" 2" 4"

NOTES

1. LANDSCAPE CONTRACTOR TO VERIFY EXISTING LOCATION OF VALVES AND WIRING.
2. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES AS SHOWN ON PLAN
3. SLEEVE INSTALLATION TO BE INSTALLED PRIOR TO PAVING
4. INSTALL ALL EMMITERS PER DETAIL 7 / A0.08

KEYNOTES

A. INSTALL NEW IRRIGATION CONTROL VALVE FOR TREES PER DETAIL 4 / A0.08
B. INSTALL NEW IRRIGATION CONTROL VALVE FOR SHRUBS PER DETAIL 4 / A0.08
C. INSTALL NEW POLY TUBE FOR TREE IRRIGATION
D. INSTALL NEW POLYTUBE FOR SHRUB IRRIGATION
E. INSTALL NEW POLYTUBE PER DETAIL 5 / A0.08
F. ADD FUTURE LINE IN PVC PER DETAIL 5 / A0.08
G. INSTALL NEW POLYTUBE IN LANDSCAPE AREAS PER DETAIL 6 / A0.08
H. INSTALL 24" BOX TREE PER DETAIL 9 / A0.08
I. INSTALL 5 GAL SHRUB PER DETAIL 2

LEGEND

WASHINGTONIA ROBUSTA (QTY 10)
2 24" Box Tree 1" = 20'-0"

RED SALVIA (QTY 16)
3 5 Gal Shrub 1" = 20'-0"

SHRUB POLY LINE

TREE POLY LINE

LifestyleSaint Design
Veronica Brooks
cmbuilders
PO Box 687 Beverly Hills, CA 90213 310-850-0975

Project No:
2019355.19
Design / Build Contractor
CM Builders
NV LICENSE # 0054964
Designed by:
Veronica Brooks
Signed by: Curt McCrincy
Date:

Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109
Client Name
LAS VEGAS HOTEL.NET

Revision Schedule

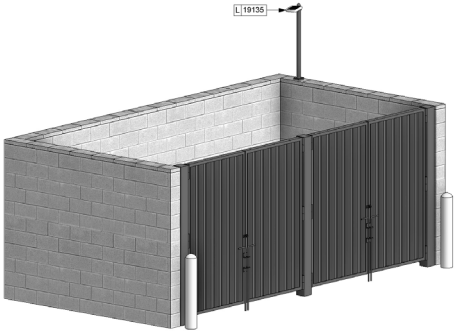
#	Revision Date	Revision Description

Sheet Title:
Site Landscaping Planting & Irrigation
Sheet No:
A1.03

2019363
12/23/2020



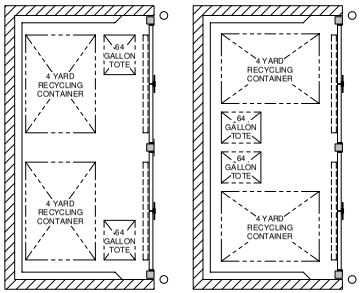
TRASH ENCLOSURE WITH ROOF



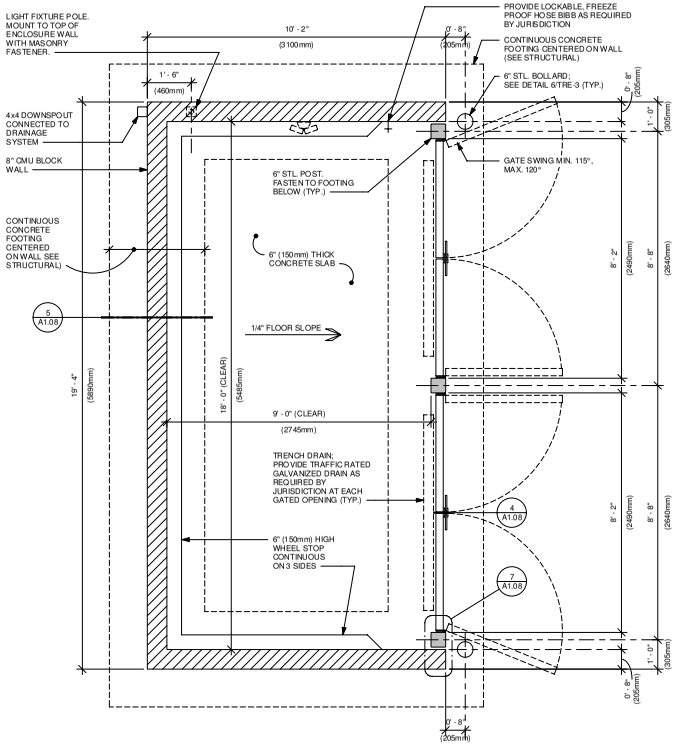
TRASH ENCLOSURE WITHOUT ROOF

EXTERIOR FINISH NOTES

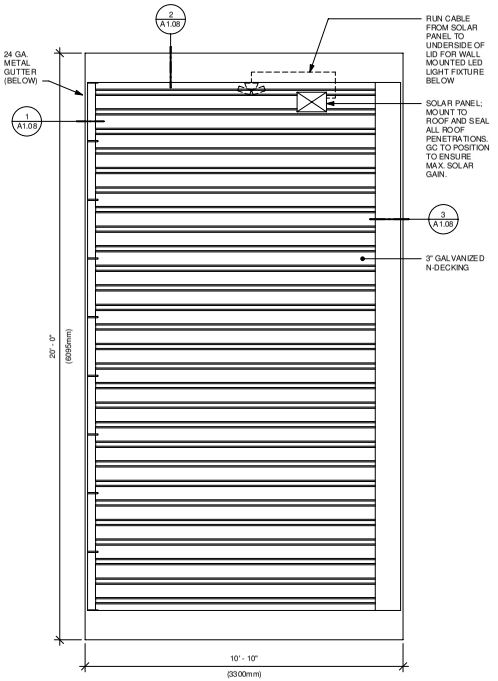
1. THE INTERIOR WALL SURFACES OF THE TRASH ENCLOSURE ARE TO BE SMOOTH, SEALED AND WASHABLE. APPLY ONE COAT EPOXY FILLER/SEALER AND ONE COAT GLOSS POLYURETHANE.
2. RUNNING BOND INTEGRAL CMU COLOR OR CMU PAINTED TO MATCH BUILDING. STRUCTURAL ENGINEER TO PROVIDE MASONRY SPECIFICATIONS.



3 CONTAINER LAYOUT OPTIONS
Scale 1/4" = 1'-0"



2 TRASH ENCLOSURE FLOOR PLAN
Scale 1/2" = 1'-0"



1 ROOF PLAN (IF REQUIRED)
Scale 1/2" = 1'-0"

INSTRUCTIONS TO STRUCTURAL ENGINEER

FOOTINGS:	SIZE WIDTH, HEIGHT AND REINFORCEMENT BASED PER SOILS REPORT.
	LOCATE BELOW FIN. GRADE BASED ON LOCAL CLIMATE CONDITIONS.
	SIZE WALL THICKNESS AND FASTENERS ACCORDING TO LOCAL CODE REQUIREMENTS.
WALLS:	SIZE REINFORCEMENT ACCORDINGLY.
SLAB:	SIZE REINFORCEMENT ACCRODINGLY.

12/14/2020 19-0333

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Project No.: 2019355.19

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NV LICENSE # 0.59064

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Signed by: Curt McElroy

Date:

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LAS VEGAS, NV 89109

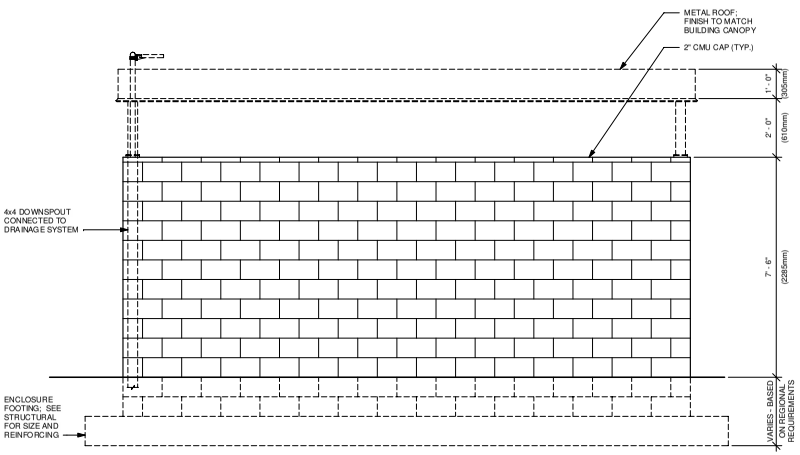
Client Name: LAS VEGAS HOTEL.NET

Revisions

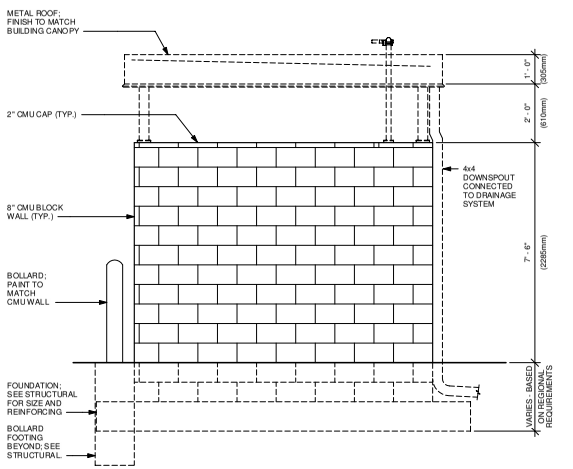
#	Revision Date	Revision Description

Sheet Title: Trash Enclosure Plans

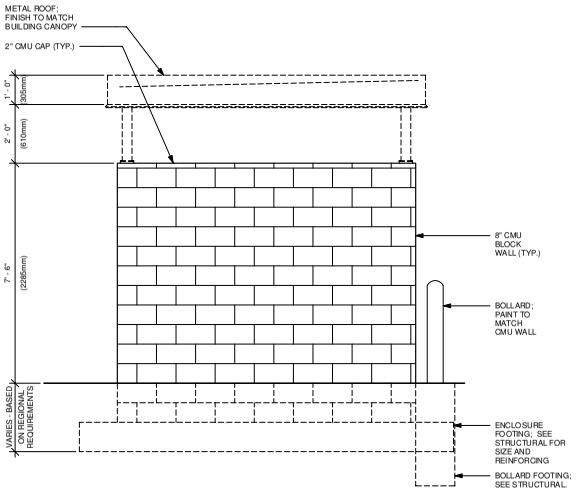
Sheet No.: A1.06



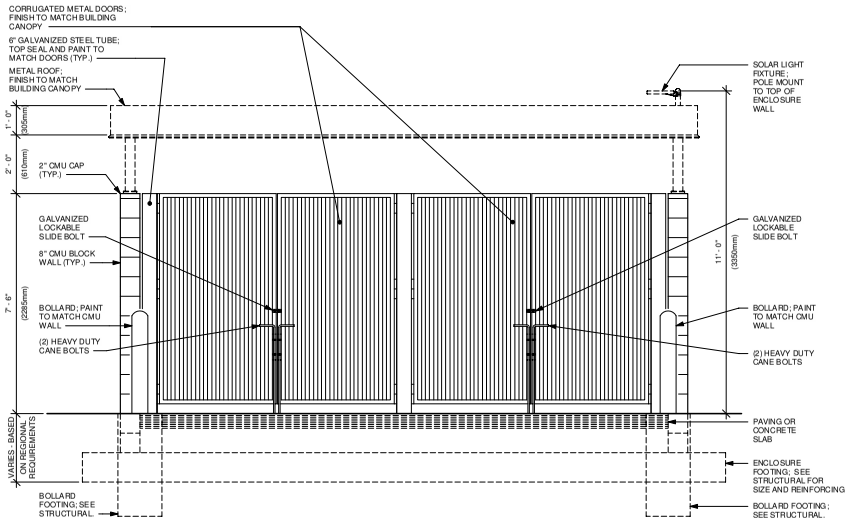
4 BACK ELEVATION
Scale: 1/2" = 1'-0"



3 SIDE ELEVATION "A"
Scale: 1/2" = 1'-0"



2 SIDE ELEVATION "B"
Scale: 1/2" = 1'-0"



1 FRONT ELEVATION
Scale: 1/2" = 1'-0"

20-0363
12/14/2020

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Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

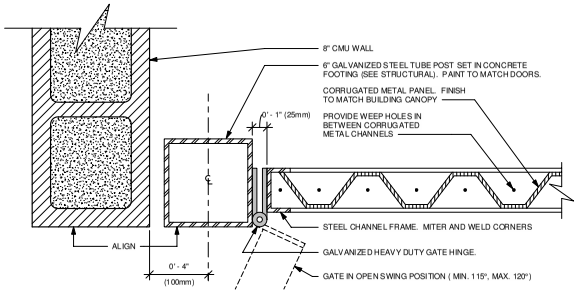
Project Name
Las Vegas Nevada Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

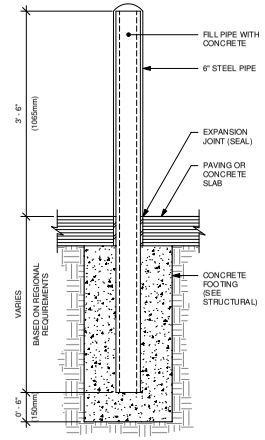
Revisions
Revision Description
Revision Date

Sheet Title
Trash Enclosure Elevations

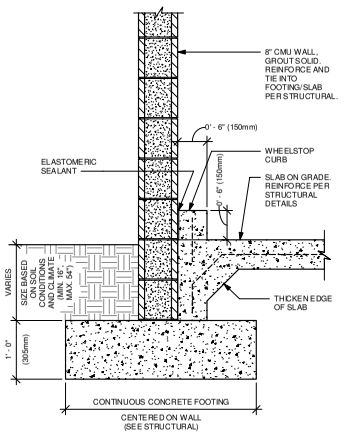
Sheet No:
A1.07



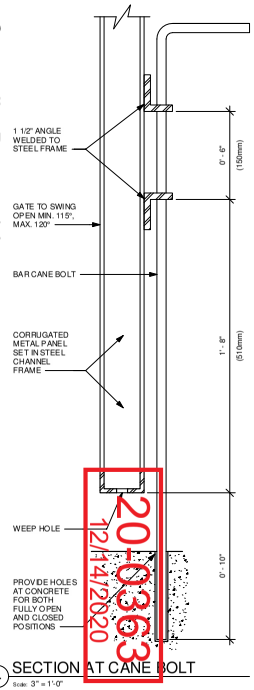
7 GATE HINGE DETAIL
Scale: 3" = 1'-0"



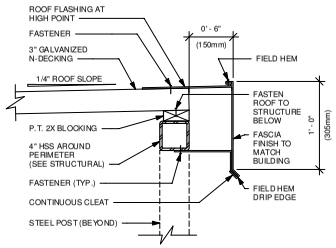
6 TRASH ENCLOSURE BOLLARD
Scale: 1" = 1'-0"



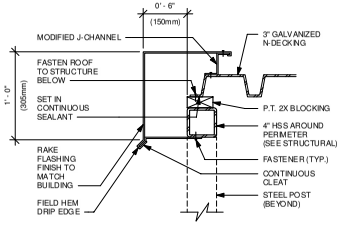
5 TYPICAL CMU WALL FOOTING
Scale: 1" = 1'-0"



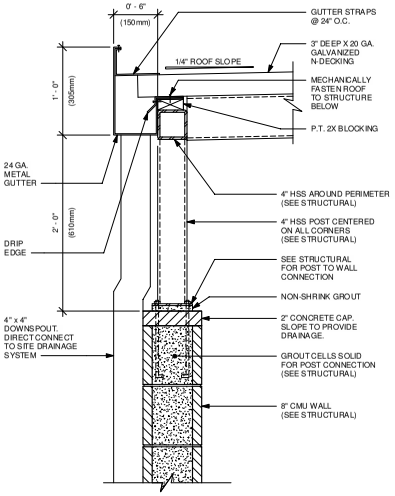
4 SECTION AT CANE BOLT
Scale: 3" = 1'-0"



3 ROOF SECTION AT FASCIA
Scale: 1 1/2" = 1'-0"



2 ROOF SECTION AT RAKE
Scale: 1 1/2" = 1'-0"



1 ROOF SECTION AT GUTTER
Scale: 1 1/2" = 1'-0"

City Council - Page 596

20-0363
12/14/2020

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Project No.
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date :

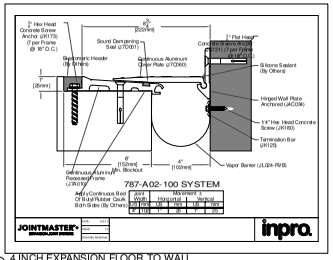
Project Name
Las Vegas Nevada Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

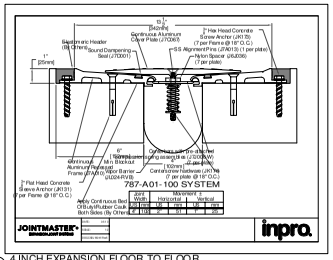
Revisions
Revision Description
Revision Date

Sheet Title
Trash Enclosure Details

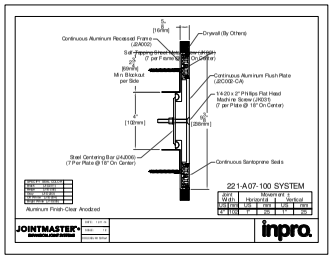
Sheet No:
A1.08



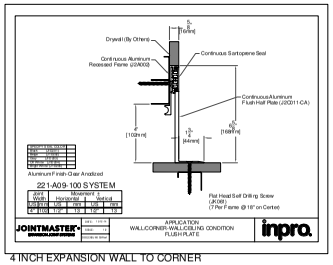
7 4 INCH EXPANSION FLOOR TO WALL
3" = 1'-0"



8 4 INCH EXPANSION FLOOR TO FLOOR
3" = 1'-0"



9 4 INCH EXPANSION WALL TO WALL
3" = 1'-0"



10 4 INCH EXPANSION WALL TO CORNER TO CEILING
3" = 1'-0"

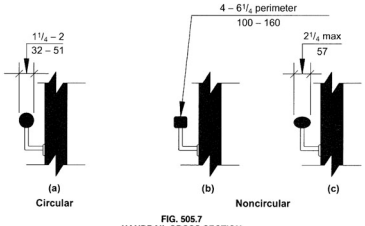


FIG. 505.7
HANDRAIL CROSS SECTION

11 Handrail Cross Section at Stairs
3" = 1'-0"

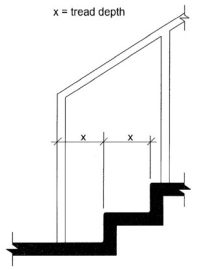


FIG. 505.10.3
BOTTOM HANDRAIL EXTENSIONS AT STAIRS

12 Bottom Handrail extension at Stairs
3" = 1'-0"

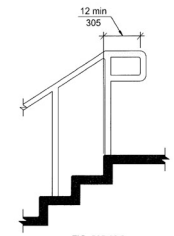
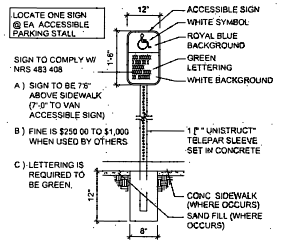


FIG. 505.10.2
TOP HANDRAIL EXTENSIONS AT STAIRS

13 Top Handrail Extension at Stairs
3" = 1'-0"



6 ACCESSIBLE PARKING SIGN
12" = 1'-0"

3

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Project No:
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Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Design Consultant:
Veronica Brooks

Signed by: Curt McGhoy

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

Revision Description:

Revision Date:

Sheet Title:
Site Details

Sheet No:
A1.09

20-0363
12/14/2020



City Council - Page 598

20-0363
11/14/2020

NOTES

1. ELECTRICAL CONTRACTOR TO VERIFY BREAKERS AND PANELS AFFECTED AND PROVIDE SUCH INFORMATION ON THE AS-BUILT SET OF PLANS TO BE SUBMITTED TO THE CITY OF LAS VEGAS
2. PLUMBING CONTRACTOR TO VERIFY ALL WATER SUPPLY AND WASTE LINES DURING THE COURSE OF DEMO AND RELOCATION OF THE FACILITIES LOCATED IN THE LOBBY AND PROVIDE SUCH INFORMATION ON THE AS-BUILT SET OF PLANS TO BE SUBMITTED TO THE CITY OF LAS VEGAS.
3. SEE ENLARGED FLOOR PLAN FOR DIMENSIONS AND KEYNOTES.
4. HOTEL LOBBY REMODEL REFER TO SHEETS - A6.00 AND A6.01 ENLARGED LOBBY FLOOR PLAN

KEYNOTES

A. EXISTING ELEVATOR
B. EXISTING BATHROOM LAYOUT TYPICAL
C. EXISTING ELECTRICAL PANEL
D. EXISTING WATER HEATER
E. EXISTING SEWER CLEANOUT
F. EXISTING WATER COOLER
G. MECHANICAL CHASE FOR FIRE SPRINKER RETROFIT WALL TYPE B ON PAGE A9.00

LEGEND

DEMO
EXISTING WALL

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Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant:
Veronica Brooks

Signed by: Curt McCleary

Date:

Project Name:
Las Vegas Hotel .Net
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

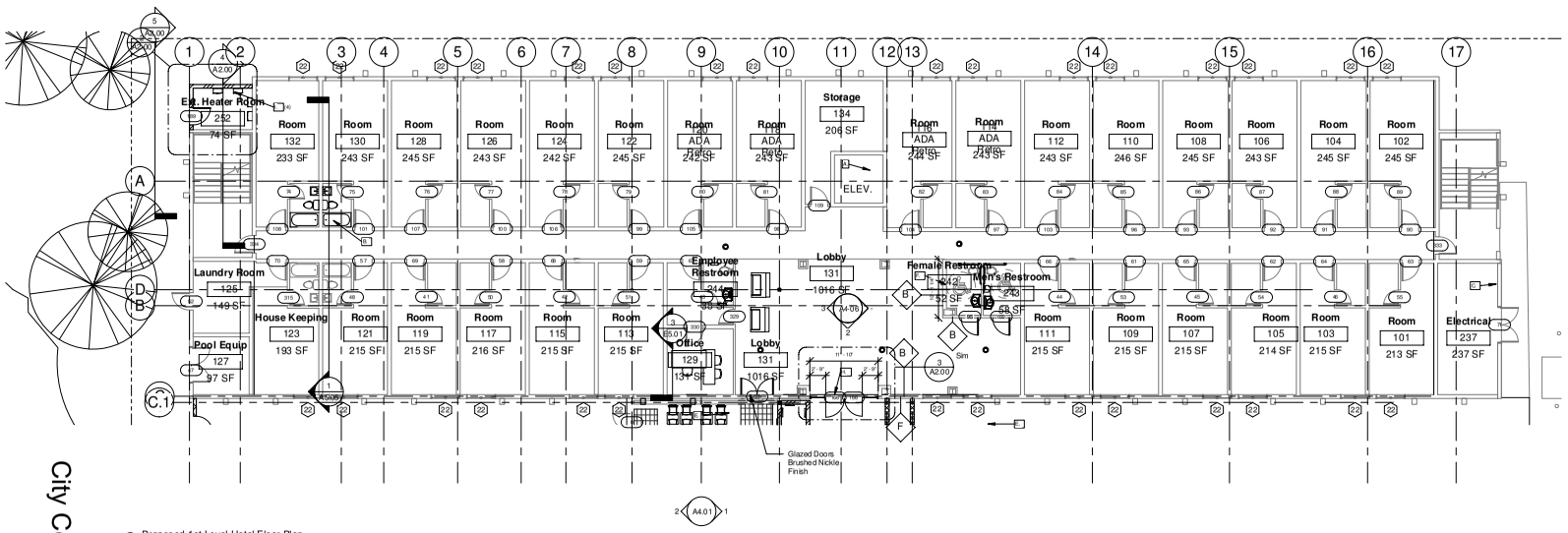
Client Name:
LAS VEGAS HOTEL.NET

Revision Description:

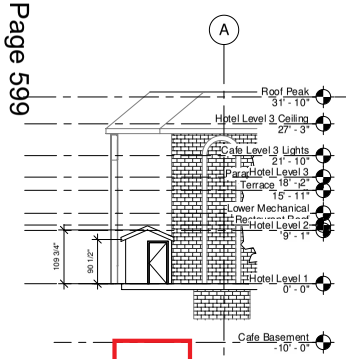
Revision Date:

Sheet Title:
Hotel Floor Plan- Exisiting

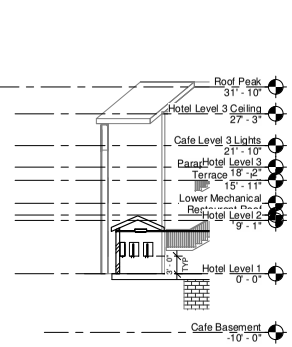
Sheet No:
A1.99



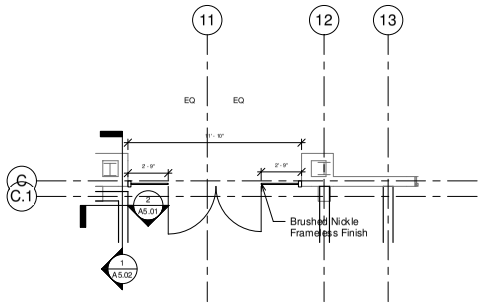
1 Proposed 1st Level Hotel Floor Plan
1" = 10'-0"



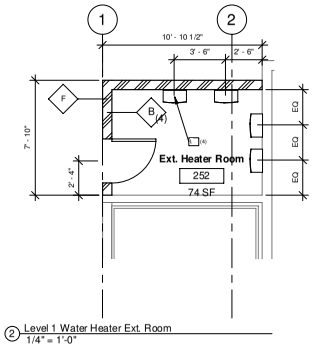
5 Section Hotel Exterior Tankless Water Heater 2
1" = 10'-0"



4 Section Hotel Exterior Tankless Water Heater
1" = 10'-0"



3 Enlarged Lobby Proposed Floor Plan - Storefront Frameless
1/4" = 1'-0"



2 Level 1 Water Heater Ext. Room
1/4" = 1'-0"

NORTH

SCALE : 1 inch = 10 feet

0' 5' 10' 20' 40'

0' 1/2" 1" 2" 4"

NOTES

1. HOTEL LOBBY TO BE REMODELED. REFER TO SHEETS A6.00 FOR DEMO SCOPE AND A6.01 FOR ENLARGED LOBBY FLOOR PLAN, INCLUDES NEW ENTRY STOREFRONT, MANAGER'S OFFICE AND HOTEL FRONTDESK.
2. GENERAL CONTRACTOR TO PROVIDE FIRE TREATED WOOD STUD BLOCKING, OR EQUIVALENT TO SUPPORT ANY WALL ATTACHMENT AND/OR SIGNAGE.
3. IF EXISTING EXTERIOR ENTRANCE THRESHOLD EXCEEDS MINIMUM BARRIER FREE PROVISION OF THE CODE, REMOVE AND REPLACE TO BE BEVELED WITH A SLOPE NO GREATER THAN 1:12.
4. ALL DIMENSIONS ARE TO FINISHED FACE UNLESS SHOWN OR NOTED OTHERWISE.
5. SEE EXTERIOR DOOR AND WINDOW SCHEDULES FOR ROUGH OPENINGS.
6. PROVIDE FIRE EXTINGUISHERS AS NOTED ON THE APPROVED PLANS FROM THE CITY.

KEYNOTES

A. EXISTING ELEVATOR
B. EXISTING BATHROOM LAYOUT TYPICAL
C. EXISTING ELECTRICAL PANEL
D. EXISTING WATER HEATER
E. EXISTING SEWER CLEANOUT
F. EXISTING WATER COOLER
G. MECHANICAL CHASE FOR FIRE SPRINKER RETROFIT WALL TYPE B ON PAGE A8.00
H. NEW FRAMLESS STOREFRONT W/ BRUSHED NICKLE FINISH & HARDWARE
I. RINNAII TANKLESS WATER HEATERS (SEE PLUMBING)

LEGEND

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Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

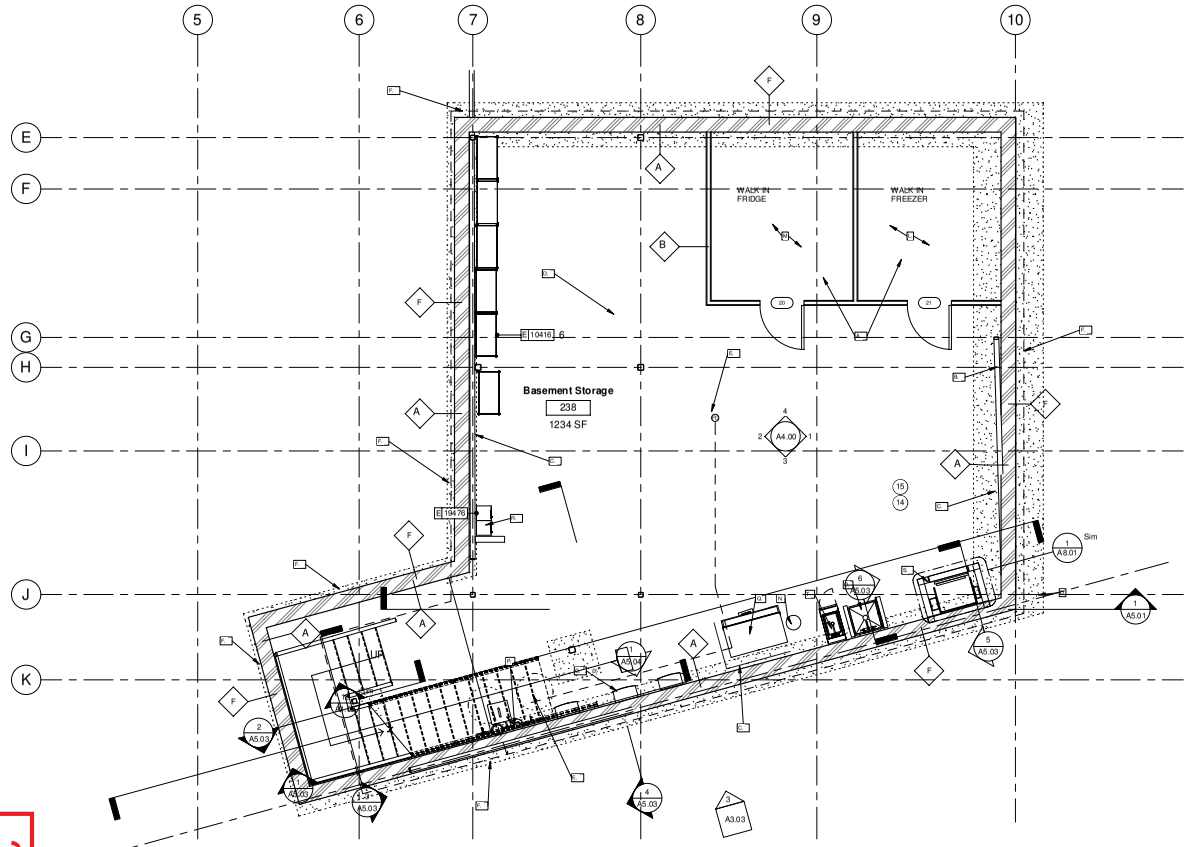
#	Revision Date:	Revision Description:
4	6/22/2020	Update to 2018 IBC

Sheet Title: Hotel Floor Plan

Sheet No: A2.00

City Council - Page 599

20-0363
11/14/2020



Cafe Basement Keynotes
1/4" = 1'-0"

NORTH

SCALE : 1 inch = 10 feet

0' 5' 10' 20' 40'

0' 1/2" 1" 2" 4"

NOTES

1. PROCEED WITH CAUTION DURING EXCAVATION FOR POSSIBLE UNKNOWN UTILITY LOCATIONS.
2. SEE CIVIL AND SOILS REPORT FOR MORE DETAILS REGARDING EXCAVATION
3. VERIFY ALL DIMENSIONS ON BOTH ARCHITECTURAL AND STRUCTURAL BEFORE PROCEEDING WITH FOUNDATION AND PLACEMENT OF STEEL
4. STORM DRAIN SUMP PUMP TO DAYLIGHT INTO EXISTING LANDSCAPE PLANTER

KEYNOTES

A. CUSTOM COMBO WALK-IN SEE MECHANICAL AND EQUIP SCHED)
B. STEEL COLUMN (SEE STRUCTURAL)
C. STEEL BRACING (SEE STRUCTURAL)
D. FOOTING (SEE STRUCTURAL)
E. FLOOR DRAIN TO SUMP PIT FOR WASTE WATER (SEE PLUMBING)
F. FOOTING DRAIN TO SUMP PIT FOR STORM WATER (SEE PLUMBING)
G. TANKLESS HOT WATER RNINAI HEATERS (SEE PLUMBING)
L. WALK IN FRIDGE
M. WALK IN FREEZER
N. FIRE RISER
O. MOP SINK
P. WATER FILTRATION
Q. ICE MACHINE
R. LOCKERS
S. DUMBWAITER
T. FLOOR DRAIN

LEGEND

4" DRAIN LINE
STEEL COLUMN
SUMP PIT

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NV LICENSE # 0054964

Designed Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

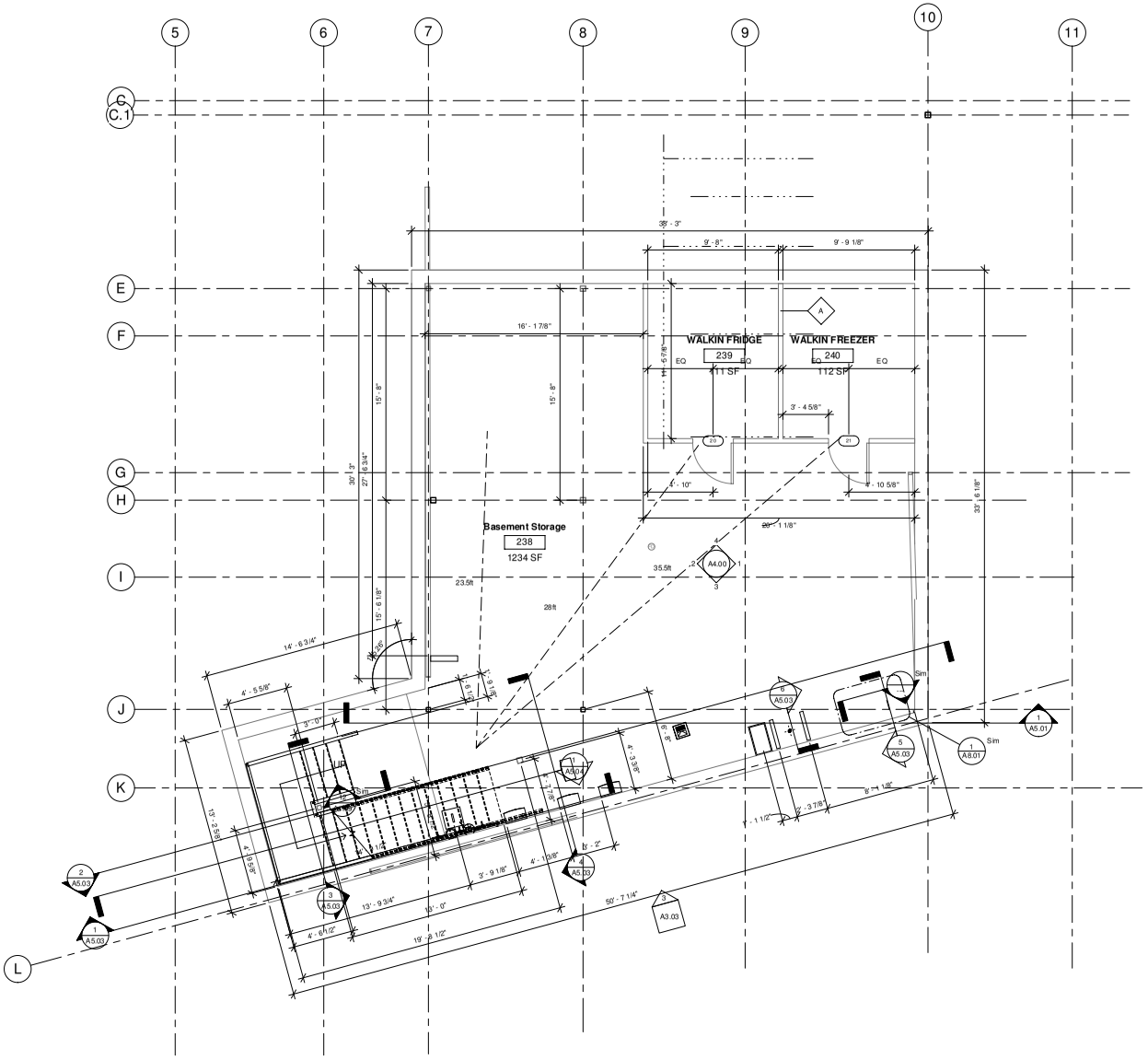
Revision Description:

Revision Date:

Sheet Title: Cafe Basement Floor Plan Keynotes

Sheet No: A2.01

20-0363
12/14/2020



1 Cafe Basement Dimensions
1/4" = 1'-0"

1i WALL TYPES LEGEND
DETAILS- SEE PAGES A8.00-A8.02

A	2 / A8.00	New Interior 3 5/8" Steel Stud Non Load Bearing
B	2 / A8.00	New Interior 6" Steel Stud Non Load Bearing 1 hr rating
C	2 / A8.00	New Masonry 6" Load Bearing 1 Hr rating
D	1 / A8.00	New Interior " Steel Stud 5" Non Load Bearing 2hr rating
E	3 / A8.00	New Interior 3 5/8" Tile Wall - Water Resistant GYP. BG. on all Wet Walls Dry Walls Screws at 12" O.C.
F	3 / A8.01	New Exterior 8" Steel Stud Non Load Bearing Stucco Wall

Wall Types Legend
1/4" = 1'-0"

NORTH

SCALE : 1/4 inch = 1 foot
0' 2' 4' 8' 16'
0' 1/2" 1" 2" 4"

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CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClincy

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

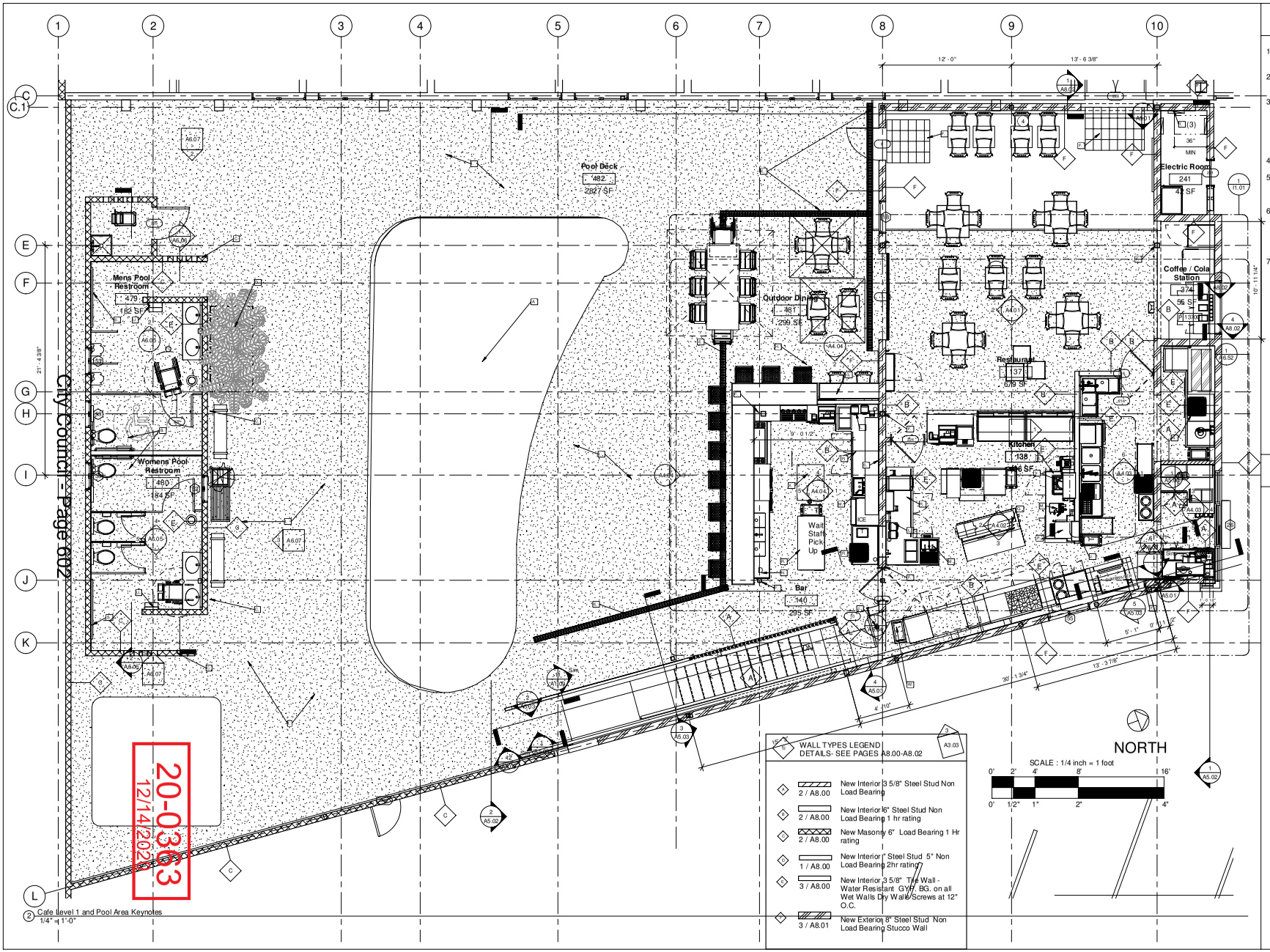
Client Name:
LAS VEGAS HOTEL.NET

Revisions
| Revision Date | Revision Description

Sheet Title:
Cafe Basement Floor Plan Dimensions

Sheet No:
A2.02

20-0363
12/14/2020



City Council - Page 602

20-0363
12/14/2020

NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS.
2. ALL DIMENSIONS ARE TO FINISHED SURFACE
3. STAIR CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL PLANS AND CALCULATIONS TO SUBMIT TO CITY OF LAS VEGAS PRIOR TO CONSTRUCTING THE STAIRS
4. PROTECT EXISTING POOL
5. CONTRACTOR TO VERIFY DRAINAGE AND TO MAINTAIN 4" BELOW EXISTING WEEP SCREED
6. BAR PATIO COVER CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL CALCULATIONS TO SUBMIT TO CITY PRIOR TO CONSTRUCTING THE PATIO COVER
7. SEE PAGE A8.00 FOR WALL TYPES

KEYNOTES

A. EXISTING POOL
B. MODIFIED RESTROOMS
C. RESTROOM SIGNAGE
D. 4" SURFACE DRAIN TO DAYLIGHT IN PLANTER
E. INSTALL TRENCH DRAIN TO DAYLIGHT IN PLANTER
F. STRUCTURAL COLUMN
G. ADA BAR TOP
H. FIXED SEATS
I. INSTALL NEW POOL DECK
J. FIRE EXTINGUISHER
K. PREP AREA
L. BLENDERS
M. HAND SINK/ BLENDER WASH
N. DISHWASHER
O. WALK-OFF MAT
P. COFFEE MAKERS
Q. LINE PREP AREA W/ ELEVATED HEAT LAMP
R. UNDERCOUNTER FRIDGE
S. MIRROR
T. ELECTRICAL SUB PANELS
U. HAND TOWEL DISPENSER
V. ESPRESSO MACHINE
W. HAMPER
X. REACH-IN FREEZER

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Design / Build Contractor
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NV LICENSE # 0056964

Design Consultant:
Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

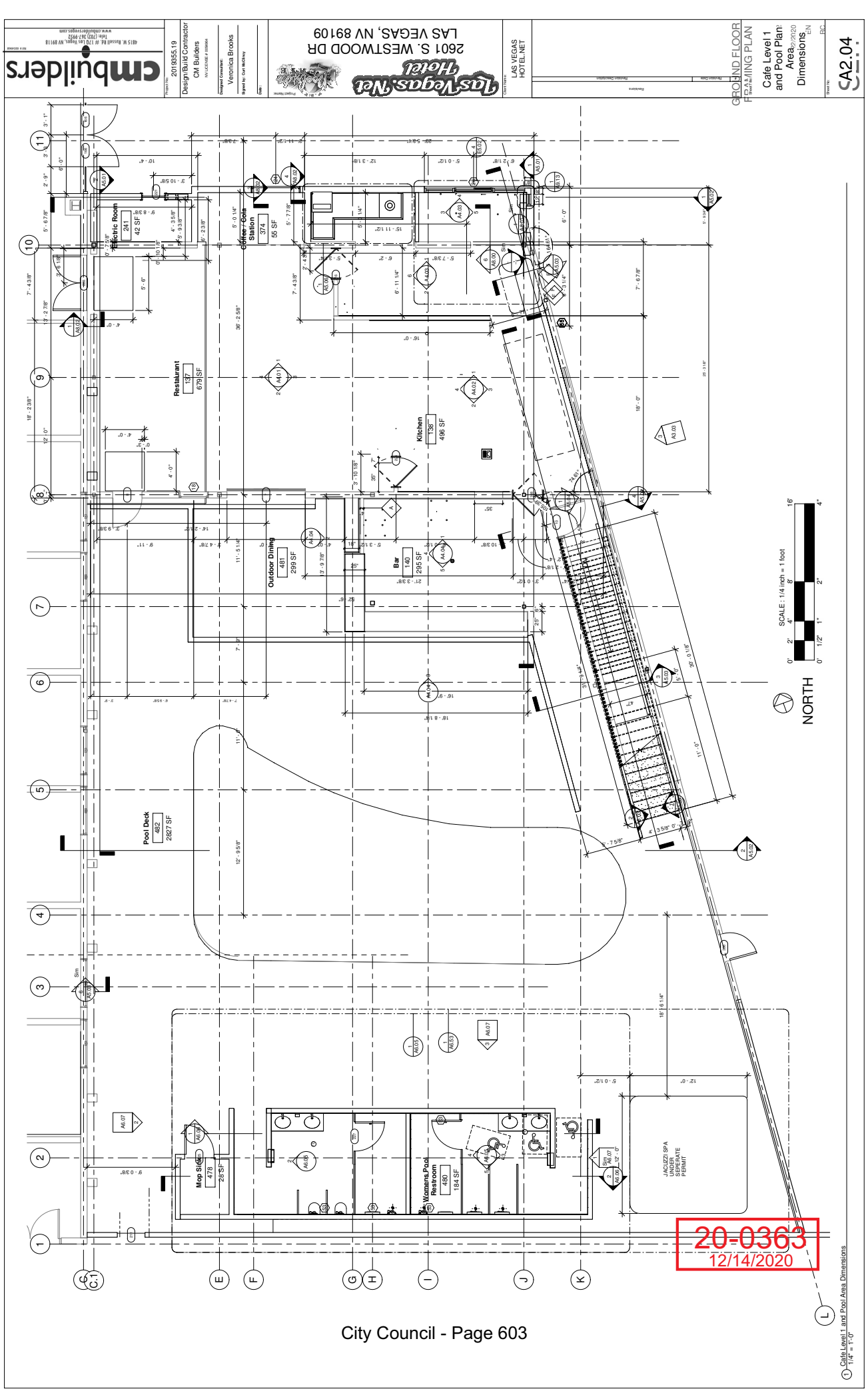
Client Name:
LAS VEGAS HOTEL.NET

Revision Description:

Revision Date:

Sheet Title:
Cafe Level 1 & Pool Area Plan w/ Keynotes

Sheet No:
A2.03



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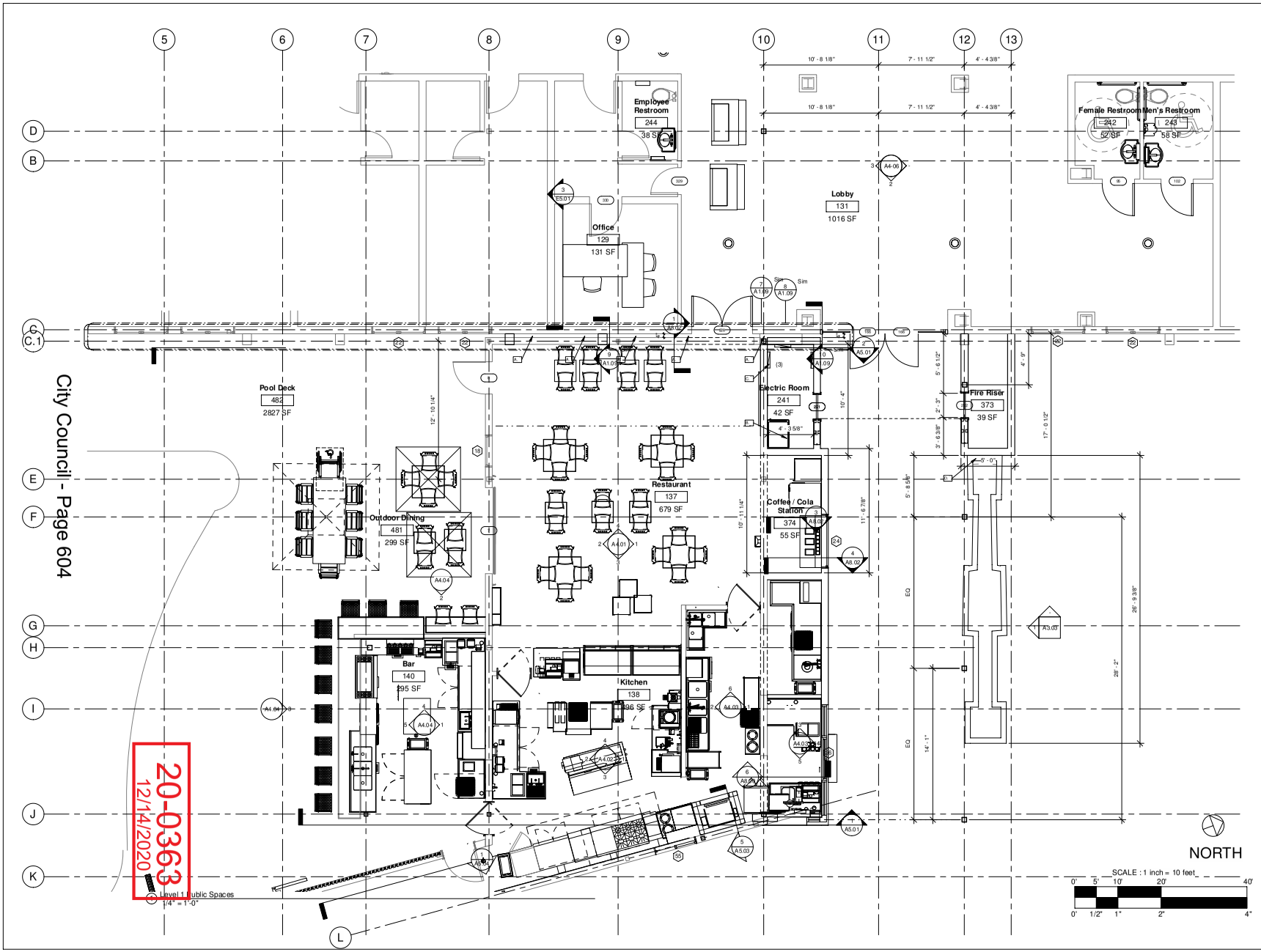
Design/Build Contractor
CM Builders
Designed Consultant: Veronica Brooks
Signed by: Curt McCrory
Date:
Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109
Client Name: LAS VEGAS HOTEL.NET
Revisions
Revision Date
Revision Description
Revision Date
Revision Description
GROUND FLOOR FLOORING PLAN
Sheet Title: Cafe Level 1 and Pool Plan: Area Dimensions
Sheet No: SA2.04
Electric Room 241 42 SF
Coffee / Cola Station 374 55 SF
Restaurant 137 679 SF
Kitchen 138 496 SF
Outdoor Dining 481 299 SF
Bar 140 295 SF
Pool Deck 482 2827 SF
Mop Sink 478 28 SF
Womens Pool Restroom 480 184 SF
JACUZZI SPA UNDER SEPERATE PERMIT
SCALE : 1/4 inch = 1 foot
NORTH
20-0363
12/14/2020
Cafe Level 1 and Pool Area Dimensions
1/4" = 1'-0"



NOTES

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2. ALL DIMENSIONS ARE TO FINISHED SURFACE
3. STAIR CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL PLANS AND CALCULATIONS TO SUBMIT TO CITY OF LAS VEGAS PRIOR TO CONSTRUCTING THE STAIRS
4. CONTRACTOR TO VERIFY DRAINAGE AND TO MAINTAIN 4" BELOW EXISTING WEEP SCREED
5. BAR PATIO COVER CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL CALCULATIONS TO SUBMIT TO CITY PRIOR TO CONSTRUCTING THE PATIO COVER
6. SEE PAGE A8.00 FOR WALL TYPES

KEYNOTES

A. 4" INCH EXPANSION PER DETAILS PAGE A1.09 7-10

B. SERVER CABINET

C. ELECTRICAL PANELS (3)

D. PATCH, AND REBUILD PLANTER TO BUTT UP AGAINST NEW BUILD OF FIRE RISER.

LEGEND

cmbuilders

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant: Veronica Brooks

Signed by: Curt McElroy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

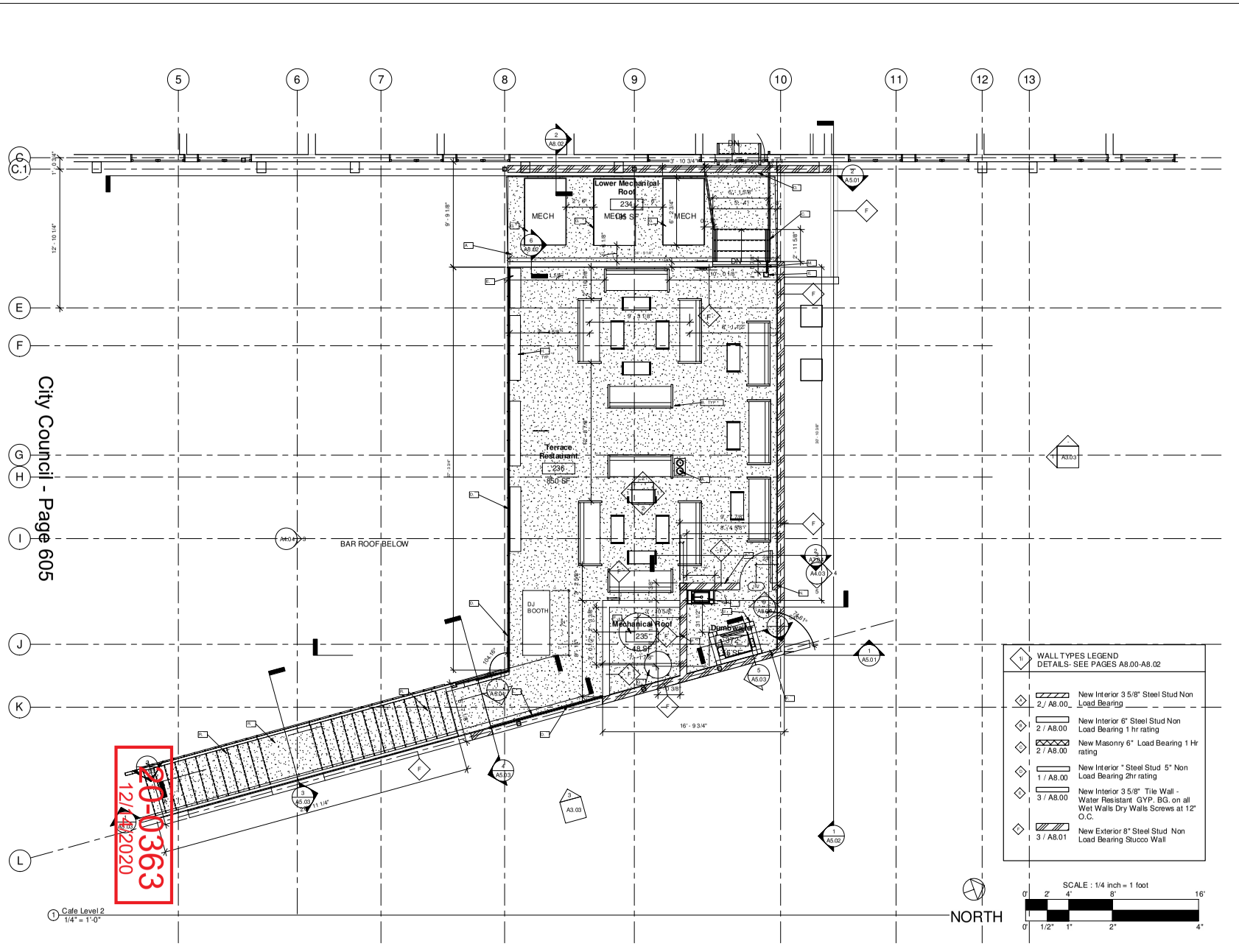
Client Name: LAS VEGAS HOTEL.NET

Revision Description:

Revision Date:

Sheet Title: Level 1 Public Spaces

Sheet No: A2.05



NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS.
2. ALL DIMENSIONS ARE TO FINISHED SURFACE
3. STAIR CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL PLANS AND CALCULATIONS TO SUBMIT TO CITY OF LAS VEGAS PRIOR TO CONSTRUCTING THE STAIRS CONTRACTOR TO VERIFY ALL DIMENSIONS.
4. FURNITURE CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH FASTENING INSTRUCTIONS PRIOR TO INSTALLATION OF THE FURNITURE
5. ALL SURFACE WATER DESIGNED TO DRAIN TO ROOF DRAIN AND OVERFLOW

KEYNOTES

A. ROOF DRAIN AND OVERFLOW
B. FIXED FURNITURE SEATING
C. STAIRS TO LOWER ROOF
D. FIXED LIGHT ON GLASS RAILING
E. STRUCTURAL COLUMN TO SUPPORT STAIRS SEE SHOP DRAWINGS OF STAIRS
F. HOOD EXHAUST (SEE MECH)
G. RTU SEE MECHANICAL
H. HIGH TOP TABLES
I. HAND SINK
J. DUMBWAITER
L. GLASS RAILING
M. EXTENDED RAILING
N. 2/12 SLOPE OF ROOF VIA THE DIFFERENCE OF SLIGHT HEIGHT OF WALLS TO DRAIN ON PARKING LOT
O. EXTEND WALKWAY TO MEET BUILDING 4 IN. SEISMIC GAP
P. DRUM LIGHTING MOUNTED ON DUMBWWAITER SEE ELEVATIONS
Q. DISHWASHER HOOD
R. LED TREAD ON STAIRS AND LANDING

LEGEND

WALL TYPES LEGEND
DETAILS- SEE PAGES A8.00-A8.02

2 / A8.00	New Interior 3 5/8" Steel Stud Non Load Bearing
2 / A8.00	New Interior 6" Steel Stud Non Load Bearing 1 hr rating
2 / A8.00	New Masonry 6" Load Bearing 1 Hr rating
1 / A8.00	New Interior " Steel Stud 5" Non Load Bearing 2hr rating
3 / A8.00	New Interior 3 5/8" Tile Wall - Water Resistant GYP. BG. on all Wet Walls Dry Walls Screws at 12" O.C.
3 / A8.01	New Exterior 8" Steel Stud Non Load Bearing Stucco Wall

cmbuilders

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant:
Veronica Brooks

Signed by: Curt McCleary

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

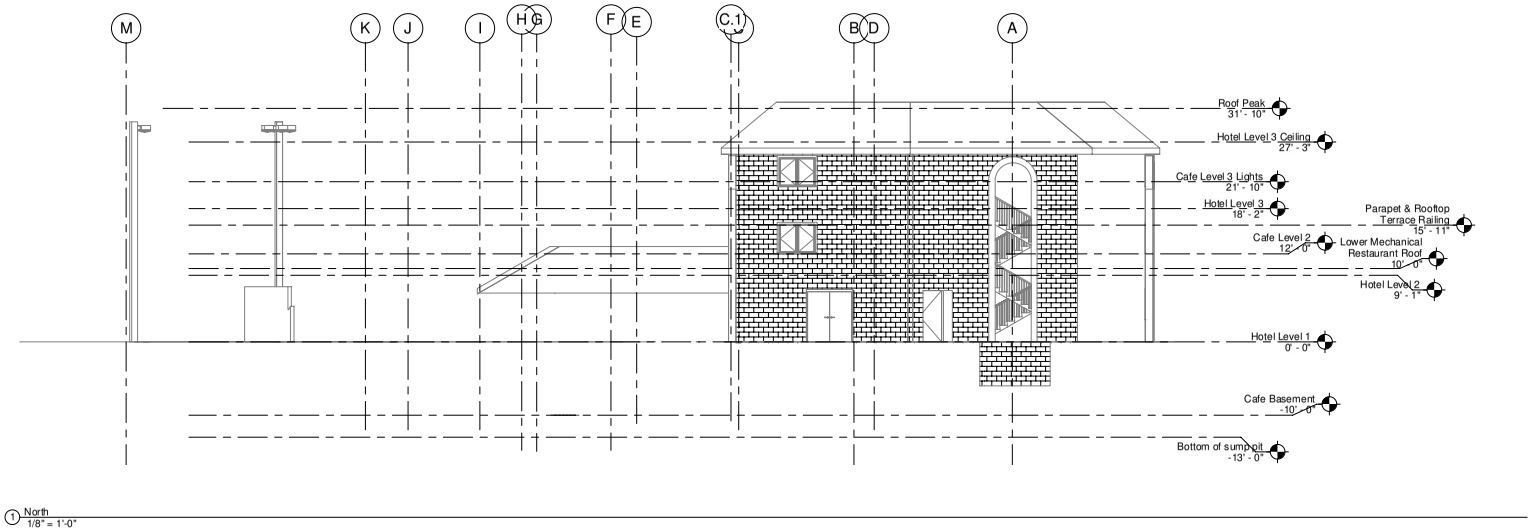
Client Name:
LAS VEGAS HOTEL.NET

Revision Description:

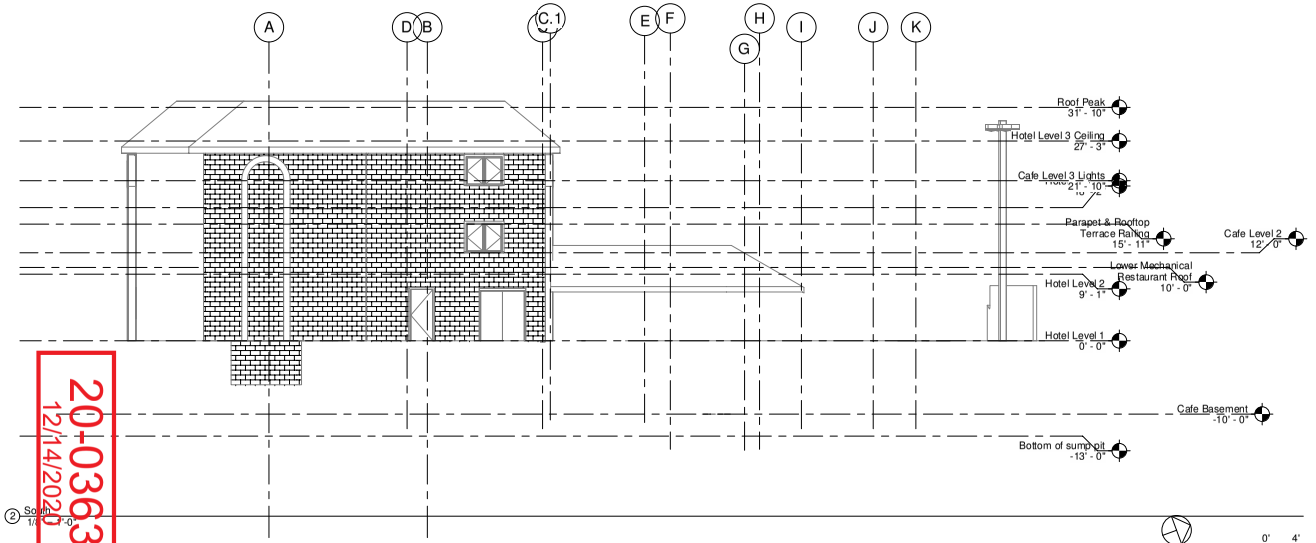
Revision Date:

Sheet Title:
Rooftop Terrace Floor Plan

Sheet No:
A2.06



1 North
1/8" = 1'-0"



2 South
1/8" = 1'-0"

NORTH

SCALE : 1/8 inch = 1 foot

0' 4' 8' 16' 32'

0' 1/2" 1" 2" 4"

20-0363
12/14/2020

GENERAL NOTES

1. THE STREET ADDRESS SHALL BE POSTED ON THE BUILDING IN SUCH A POSITION TO BE PLAINLY LEGIBLE FROM THE STREET FRONTING THE PROPERTY. MUST BE ILLUMINATED
2. PROVIDE ADDRESS NUMBERS (SIGN) ON ROOF WITH MINIMUM 36" HIGH CHARACTERS
3. ONLY APPROVED STUCCO MATERIALS AND METHODS WILL BE ACCEPTABLE. SUBMIT SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION.

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Project No.
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date :

Las Vegas Net Hotel

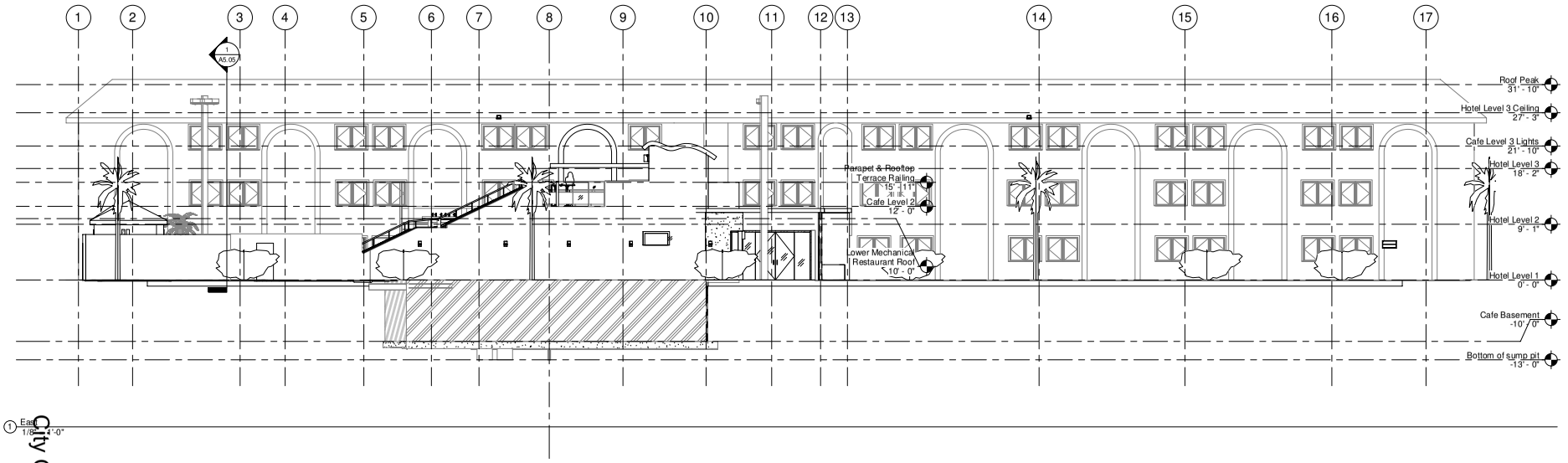
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

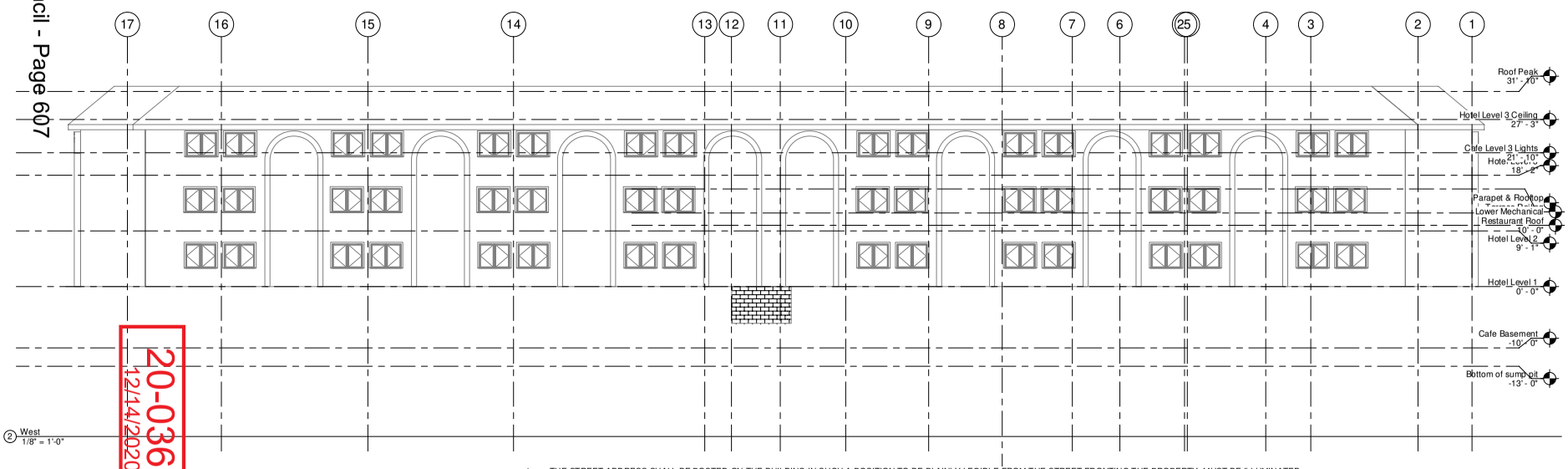
Revisions
Revision Description
Revision Date

Sheet Title
Overall North/South Elevations

Sheet No:
A3.00



1 East
1/8" = 1'-0"



2 West
1/8" = 1'-0"

City Council - Page 607

20-0363
12/14/2020

GENERAL NOTES

1. THE STREET ADDRESS SHALL BE POSTED ON THE BUILDING IN SUCH A POSITION TO BE PLAINLY LEGIBLE FROM THE STREET FRONTING THE PROPERTY. MUST BE ILLUMINATED
2. PROVIDE ADDRESS NUMBERS (SIGN) ON ROOF WITH MINIMUM 36" HIGH CHARACTERS
3. ONLY APPROVED STUCCO MATERIALS AND METHODS WILL BE ACCEPTABLE. SUBMIT SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION.

NORTH

SCALE : 1/8 inch = 1 foot
0' 4' 8' 16' 32'
0' 1/2" 1" 2" 4"

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Phone: (702) 878-2000
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Project No:
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Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Lifestyle Saint

Signed by: Curt McElroy

Date:

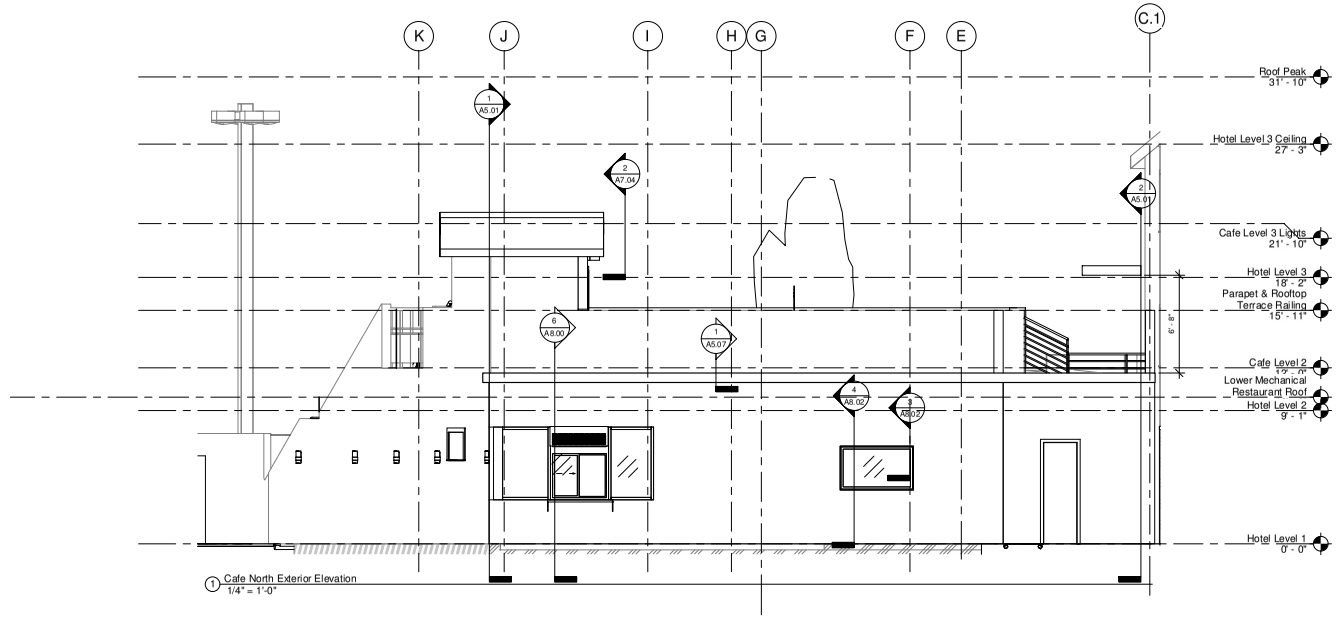
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

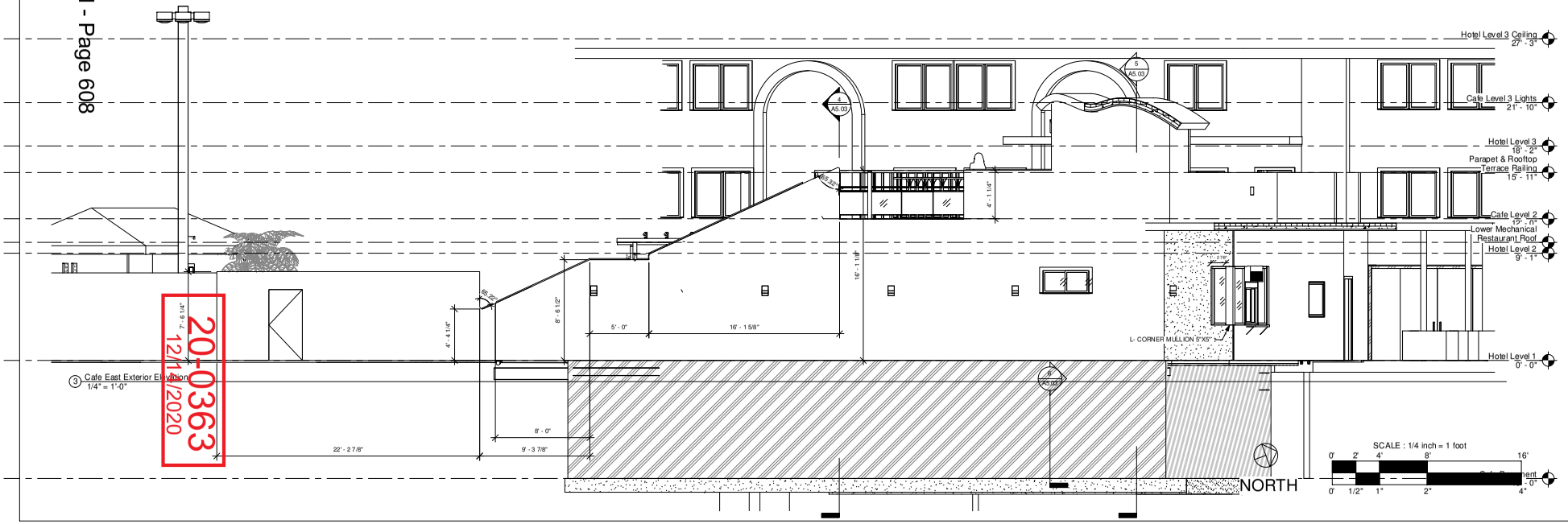
Client Name
LAS VEGAS HOTEL.NET

Revisions
Revision Description
Revision Date

Sheet Title
Overall East/West Elevations

Sheet No:
A3.01





City Council - Page 608

20-0363
1/4" = 1'-0"
12/11/2020

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4815 W. Russell Rd. # 170 Las Vegas, NV 89118
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Project No.
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Design/Build Contractor
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NV LICENSE # 0056064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date :

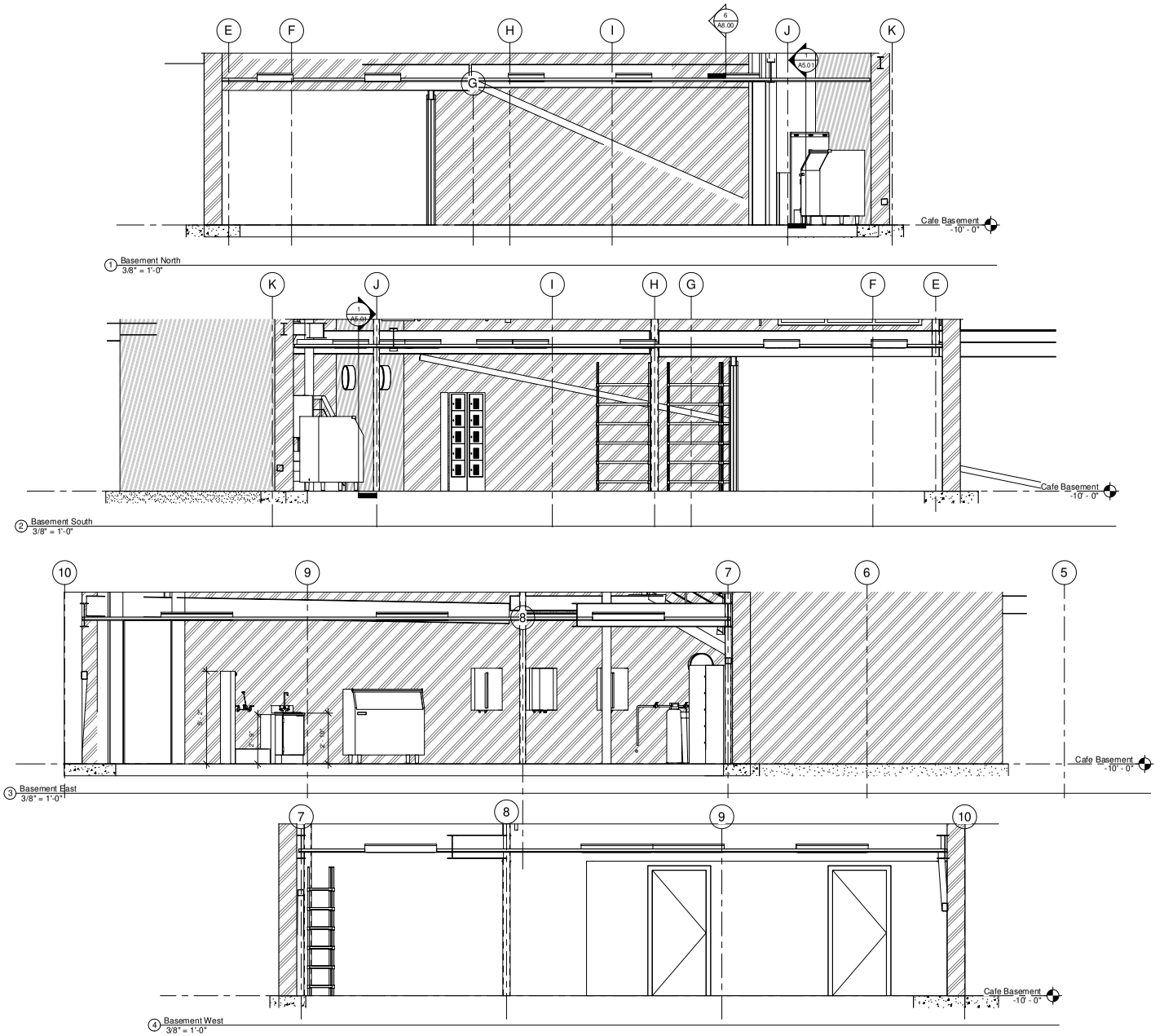
Las Vegas Nev Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS
HOTEL.NET

Revisions
Revision Description
Revision Date

Sheet Title
Cafe Exterior
Elevations

Sheet No:
A3.03



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Project No:
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Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClincy

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

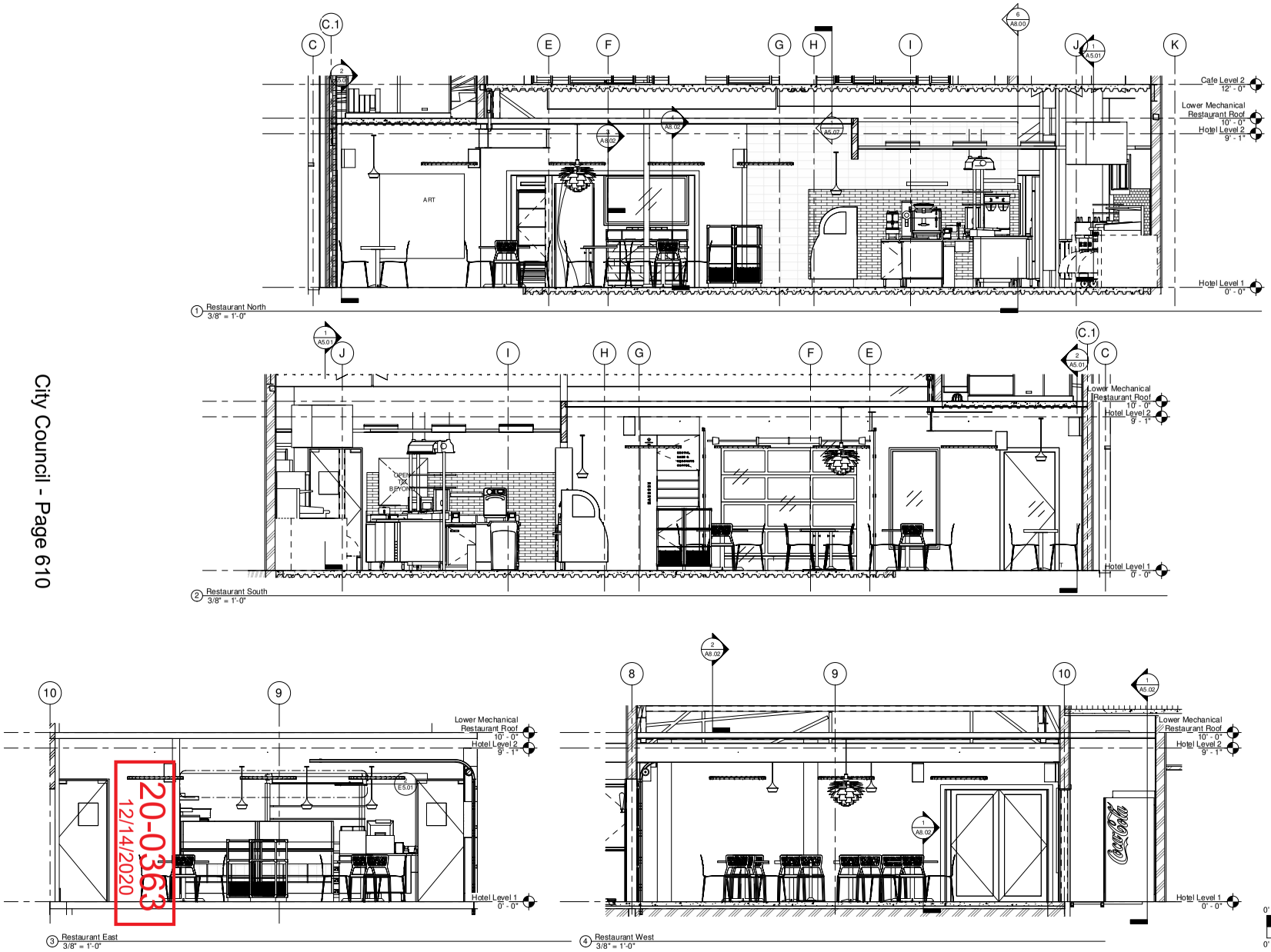
Client Name:
LAS VEGAS HOTEL.NET

Revisions

Sheet Title:
Cafe Basement Interior Elevations

Sheet No:
A4.00

20-0363
12/14/2020



1 Restaurant North
3/8" = 1'-0"

2 Restaurant South
3/8" = 1'-0"

3 Restaurant East
3/8" = 1'-0"

4 Restaurant West
3/8" = 1'-0"

20-0363
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Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinty

Date:

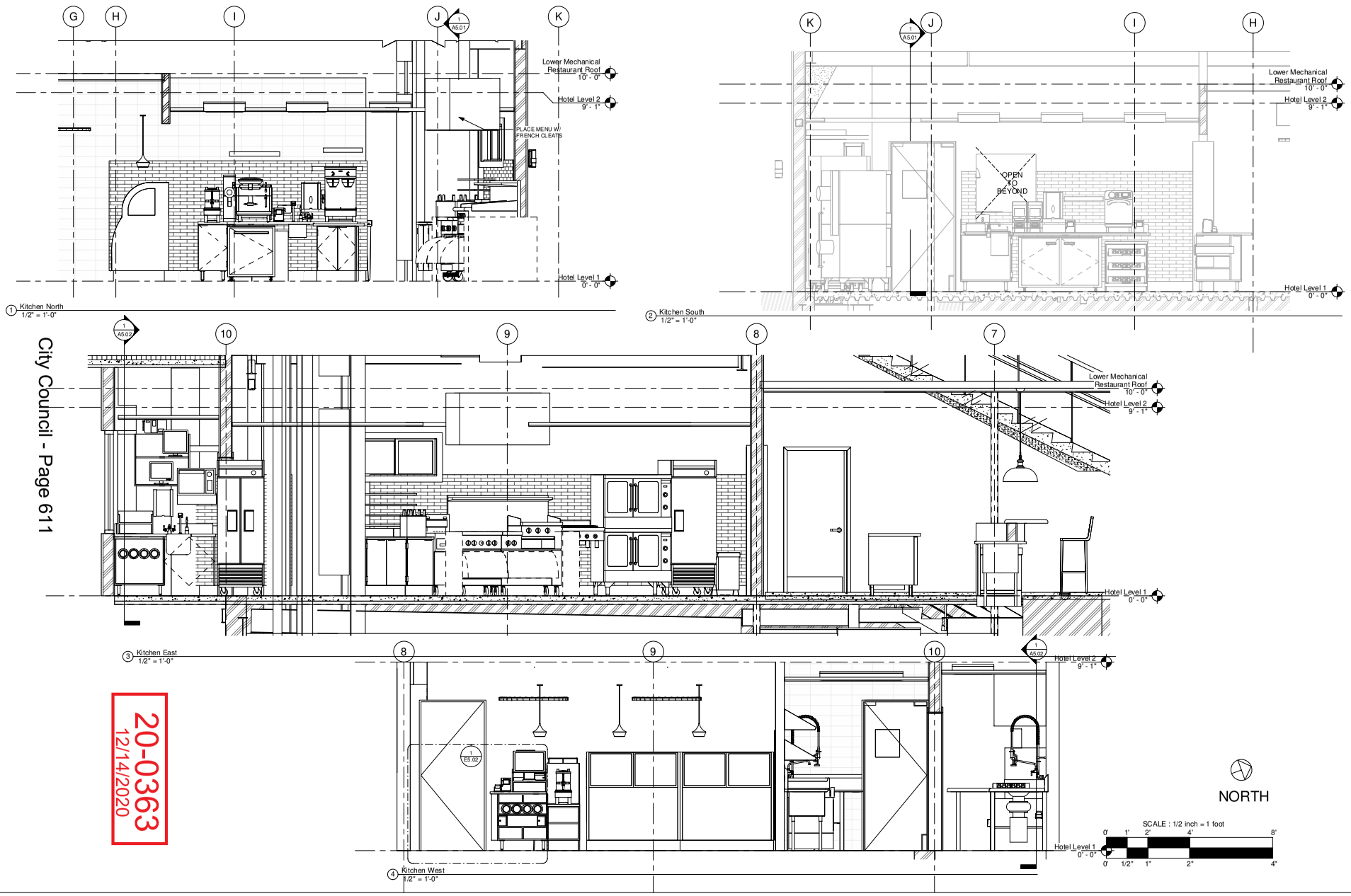
Project Name:
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name:
LAS VEGAS
HOTEL.NET

Revisions
Revision Date
Revision Description

Sheet Title:
Cafe Interior
Elevations

Sheet No:
A4.01



City Council - Page 611

20-0363
12/14/2020

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Project No:
2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Design Consultant:
Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

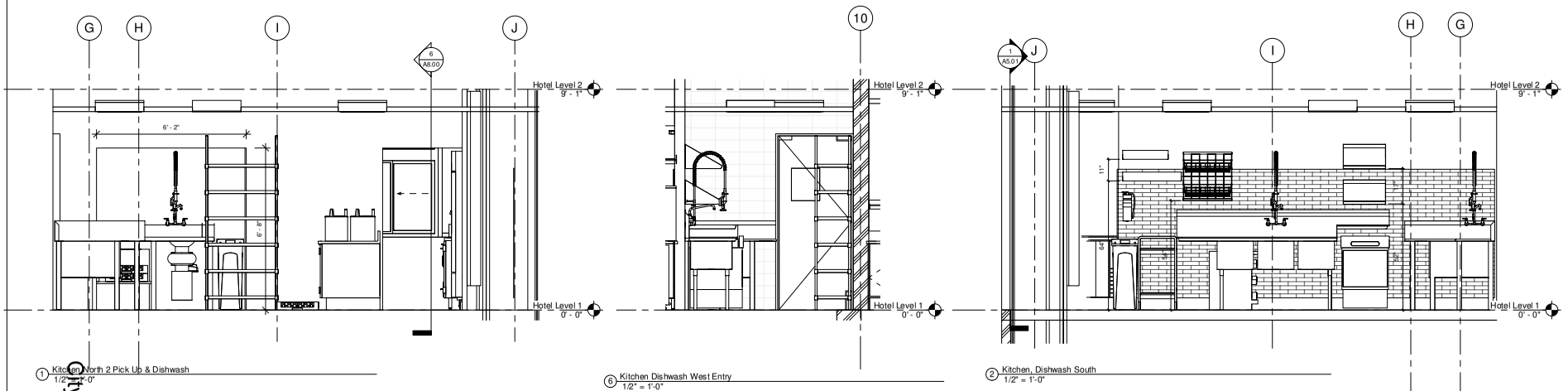
Client Name:
LAS VEGAS HOTEL.NET

Revision Description:

Revision Date:

Sheet Title:
Kitchen Interior Elevations

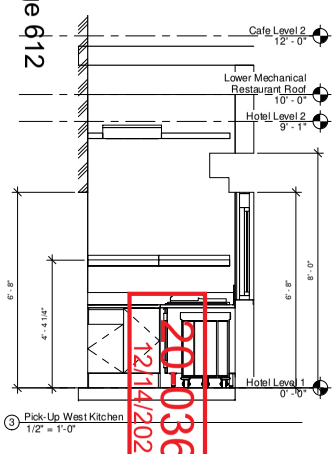
Sheet No:
A4.02



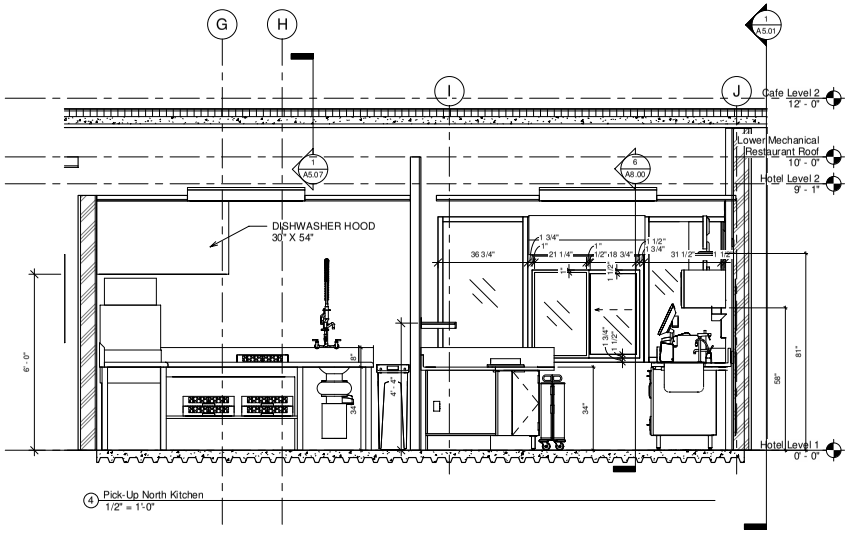
1 Kitchen North 2 Pick Up & Dishwash
1/2" = 1'-0"

6 Kitchen Dishwash West Entry
1/2" = 1'-0"

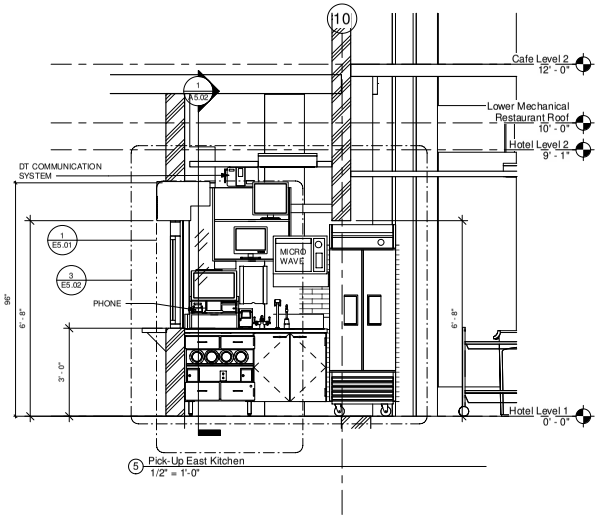
2 Kitchen, Dishwash South
1/2" = 1'-0"



3 Pick-Up West Kitchen
1/2" = 1'-0"



4 Pick-Up North Kitchen
1/2" = 1'-0"



5 Pick-Up East Kitchen
1/2" = 1'-0"

City Council - Page 612

20-0363
12/14/2020

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Project No.
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Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

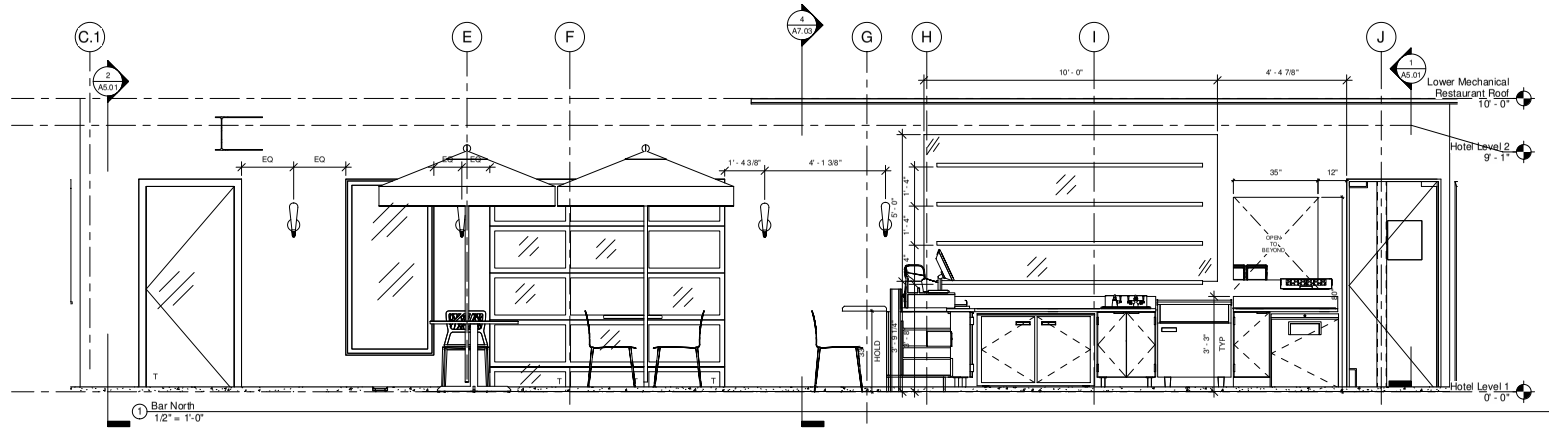
Project Name
Las Vegas Nevada Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS
HOTEL.NET

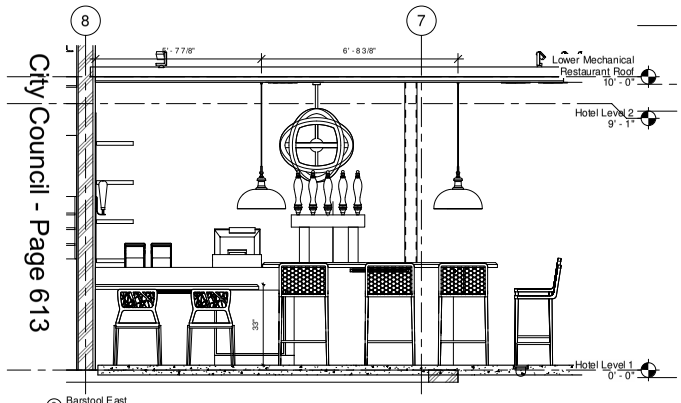
Revisions
Revision Description
Revision Date

Sheet Title
Kitchen
Elevations 2

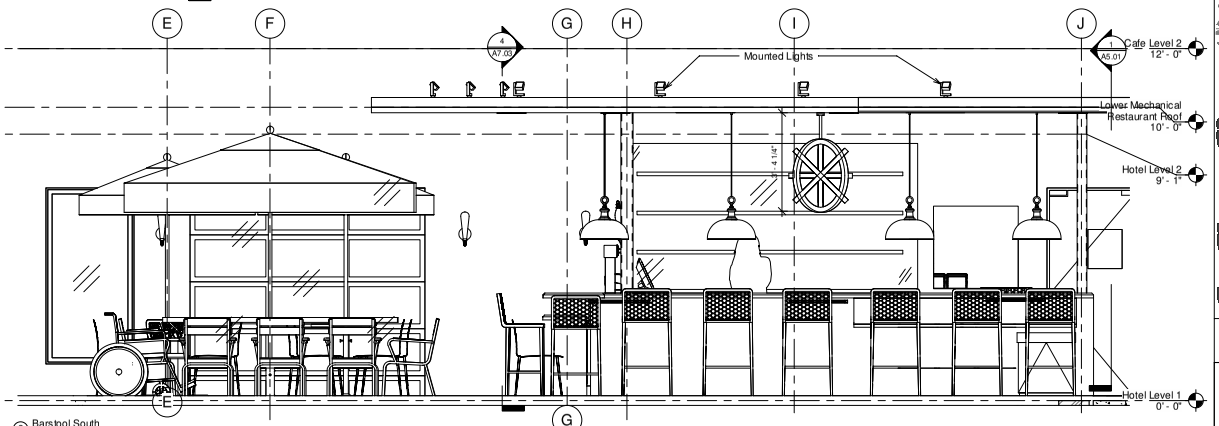
Sheet No:
A4.03



1 Bar North
1/2" = 1'-0"

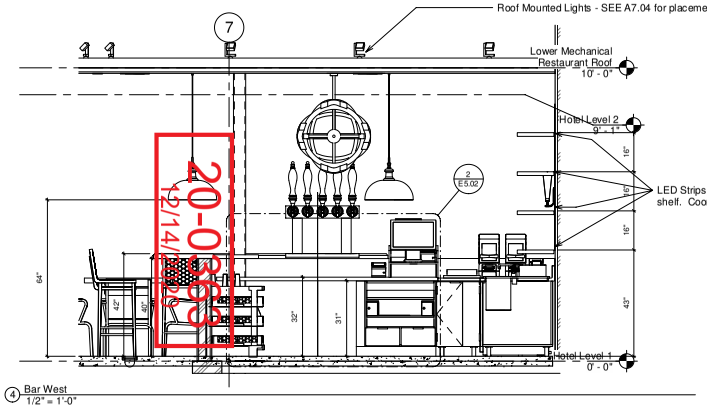


2 Barstool East
1/2" = 1'-0"

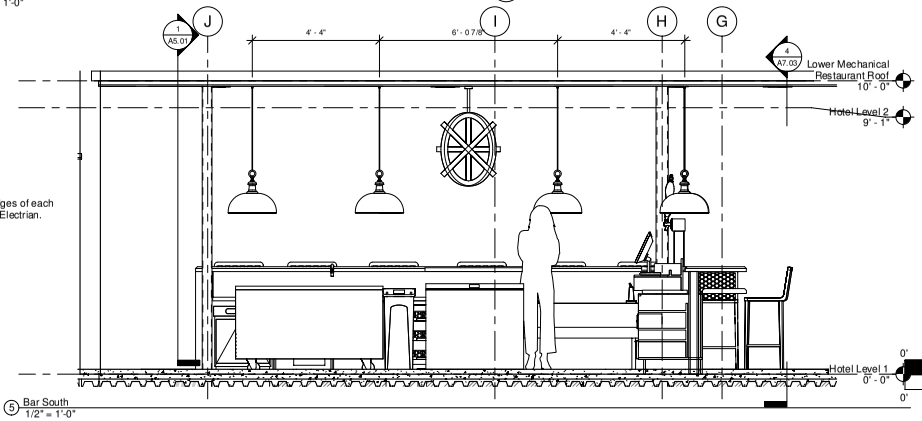


3 Barstool South
1/2" = 1'-0"

City Council - Page 613



4 Bar West
1/2" = 1'-0"



5 Bar South
1/2" = 1'-0"

NORTH

SCALE : 1/2 inch = 1 foot

0' 1' 2' 4' 8'
0' 1/2" 1" 2" 4"

20-0383
12/14/2020

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Project No.
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0056064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

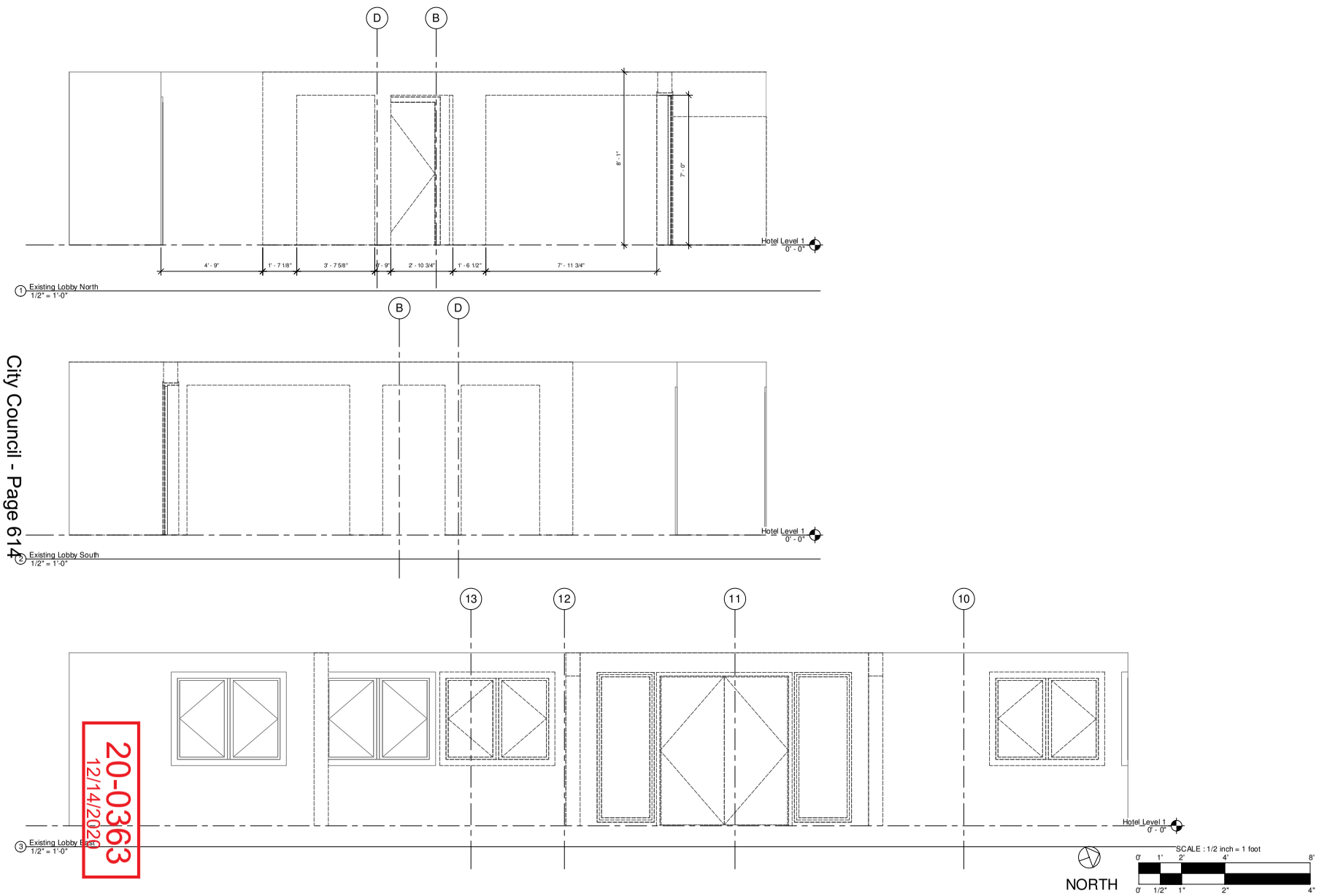
Las Vegas Nevada Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

Revisions
Revision Description
Revision Date

Sheet Title
Bar Interior Elevations

Sheet No.
A4.04



20-0363
12/14/2020

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Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinty

Date :

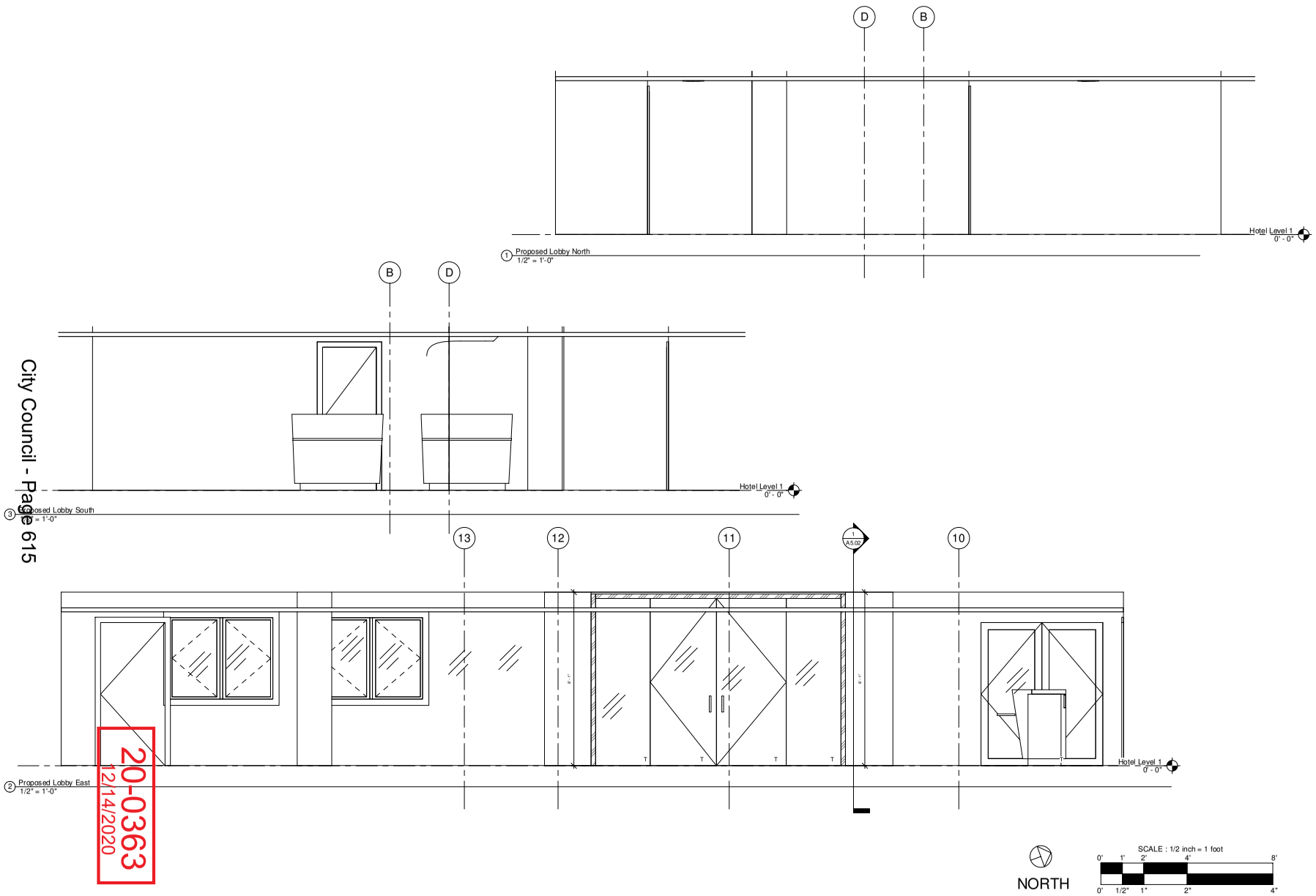
Project Name:
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS
HOTEL.NET

Revisions
Revision Date
Revision Description

Sheet Title:
Lobby Existing
Interior
Elevations

Sheet No:
A4.05



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12/14/2020

City Council - Page 615

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Project No:
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Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinty

Date:

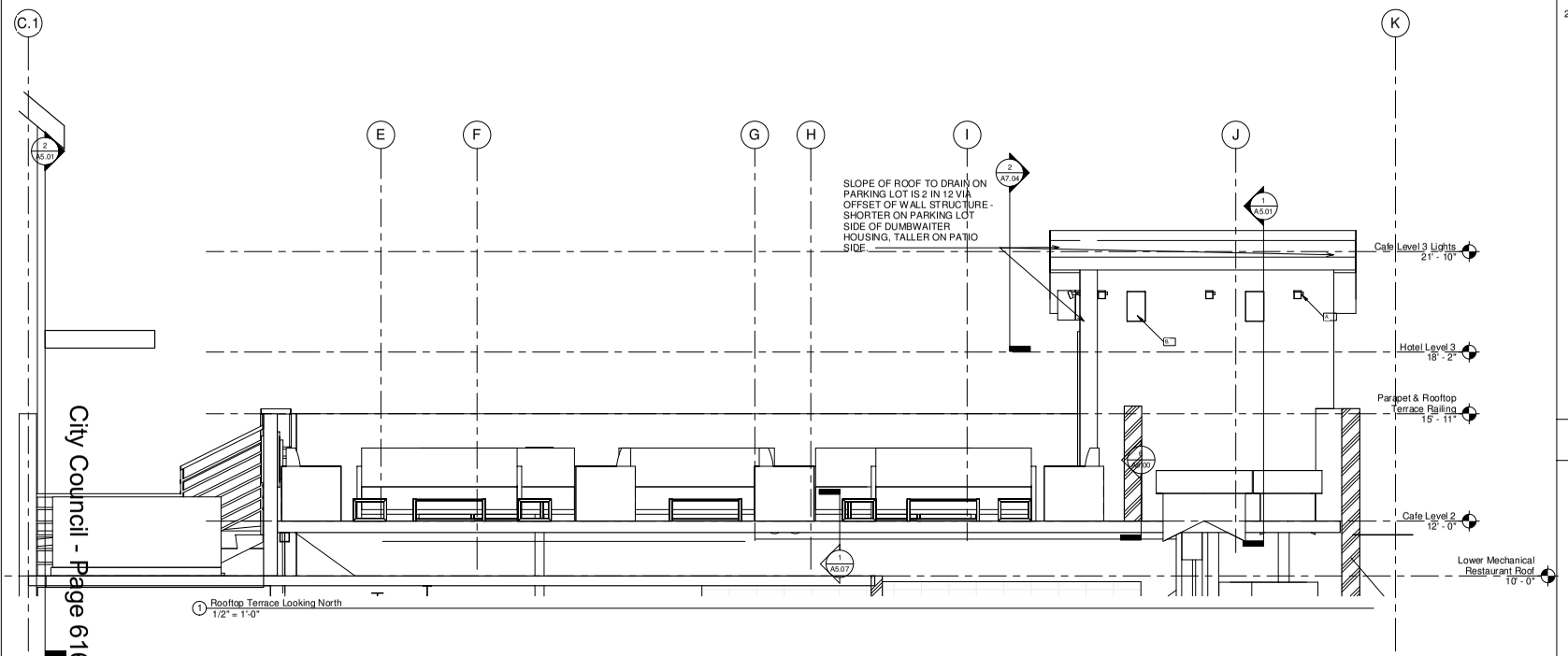
Project Name:
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name:
LAS VEGAS HOTEL.NET

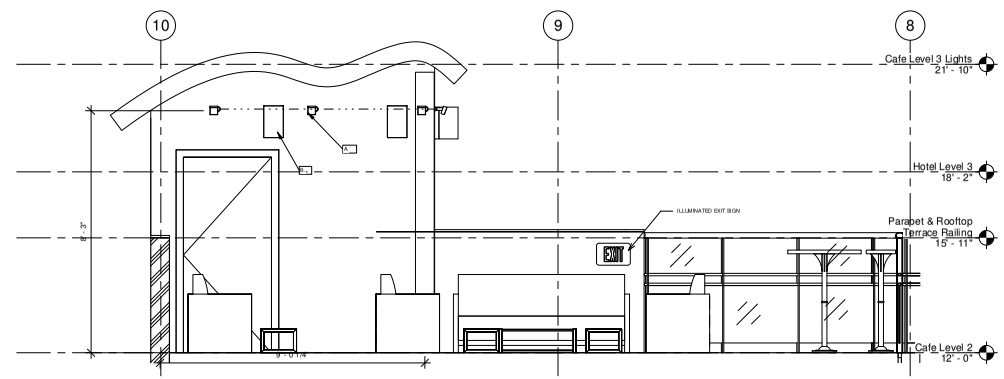
Revisions
| Revision Date | Revision Description

Sheet Title:
Lobby Proposed Interior Elevations

Sheet No:
A4.06



1 Rooftop Terrace Looking North
1/2" = 1'-0"



2 Rooftop Terrace Looking East
1/2" = 1'-0"

SCALE : 3/4 inch = 1 foot

0' 6" 1' 2' 4'

0' 3/8" 3/4" 1.5" 3"

NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS.
2. ALL DIMENSIONS ARE TO FINISHED SURFACE.

KEYNOTES

A. WALL MOUNTED LIGHTS

B. WALL MOUNTED OUTDOOR SPEAKERS

LEGEND

- ACCLAIM DYNAMO DRUM HD COLOR 3000 WATTS
- WALL MOUNTED OUTDOOR SPEAKER - BY M,ARINER
- ILLUMINATED EXIT SIGN

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Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Design Consultant: Veronica Brooks

Signed by: Curt McClinoy

Date:

Project Name: Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

Revision Schedule

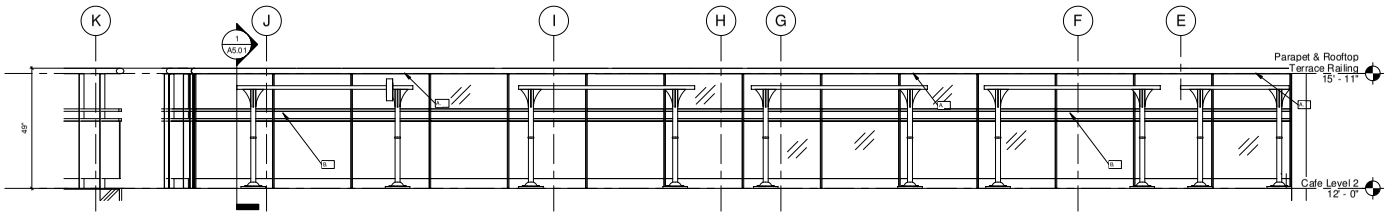
#	Revision Date	Revision Description

Sheet Title: Cafe Rooftop Terrace Elevations

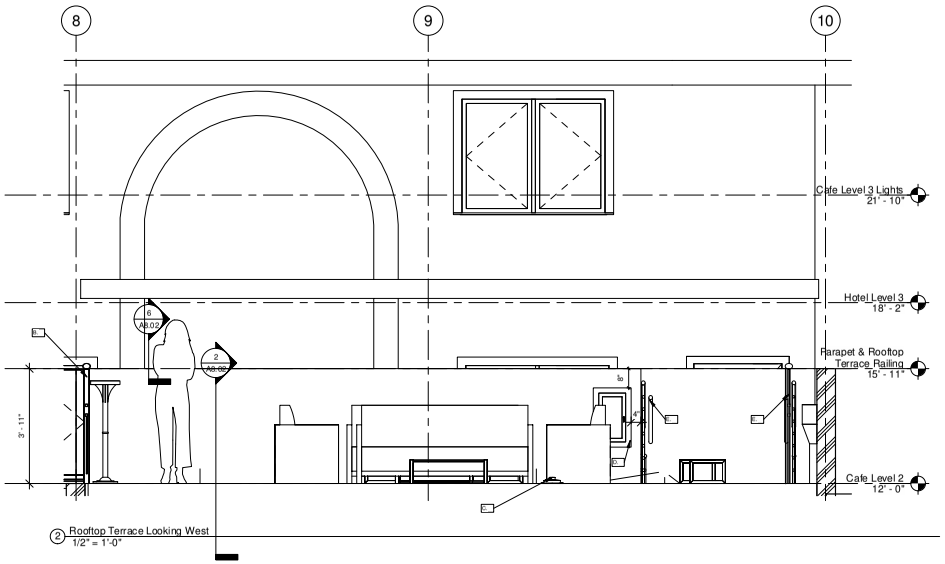
Sheet No: A4.07

City Council - Page 616

20-0363
12/14/2020



1 Rooftop Terrace Looking South
1/2" = 1'-0"



2 Rooftop Terrace Looking West
1/2" = 1'-0"

20-0363
12/14/2020

NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS.
2. ALL DIMENSIONS ARE TO FINISHED SURFACE
3. STAIR CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL PLANS AND CALCULATIONS TO SUBMIT TO CITY OF LAS VEGAS PRIOR TO CONSTRUCTING THE STAIRS CONTRACTOR TO VERIFY ALL DIMENSIONS.
4. FURNITURE CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH FASTENING INSTRUCTIONS PRIOR TO INSTALLATION OF THE FURNITURE
5. ALL SURFACE WATER DESIGNED TO DRAIN TO ROOF DRAIN AND OVERFLOW

KEYNOTES

A. LED INSTALLED IN RAILING
B. SHOP DRAWINGS FOR GLASS RAILING TO BE COORDINATED WITH LOCAL VENDOR
C. ROOF DRAIN
D. FIRE EXTINGUISHER CABINET
E. CABLE RAILING

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Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0056964

Design Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

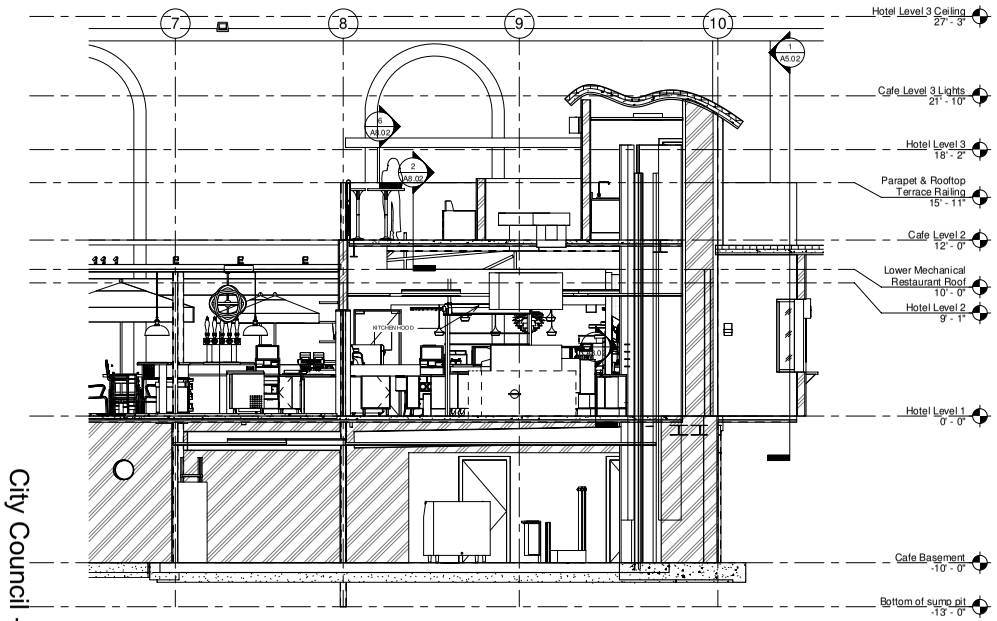
Client Name: LAS VEGAS HOTEL.NET

Revision Description:

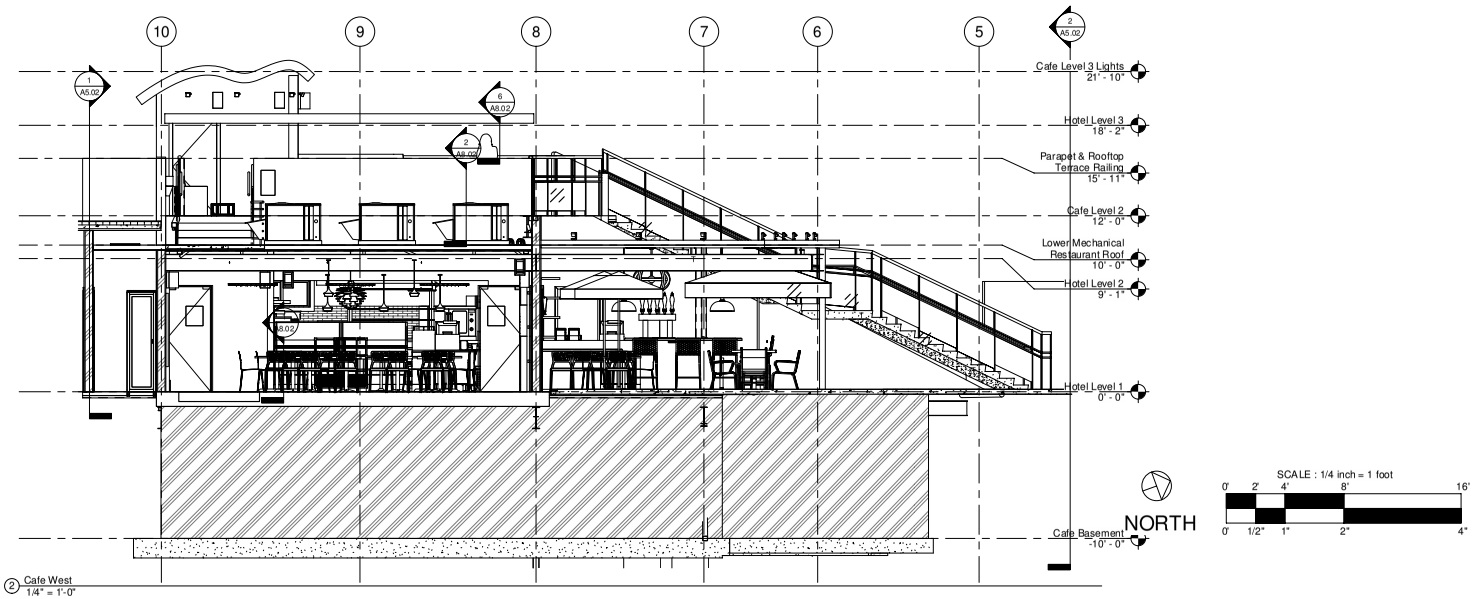
Revision Date:

Sheet Title: Cafe Rooftop Terrace Elevations

Sheet No: A4.08



Cafe East
1/4" = 1'-0"



2 Cafe West
1/4" = 1'-0"

20-0363
12/14/2020

cmbuilders

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Tele: (702) 369-9952
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Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinay

Date :

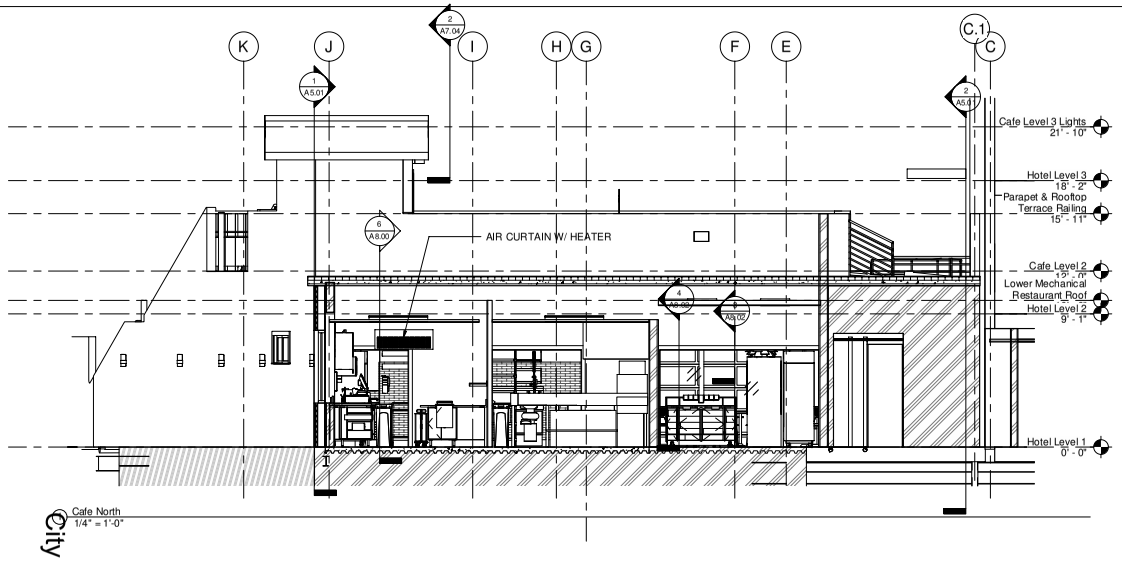
Project Name:
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

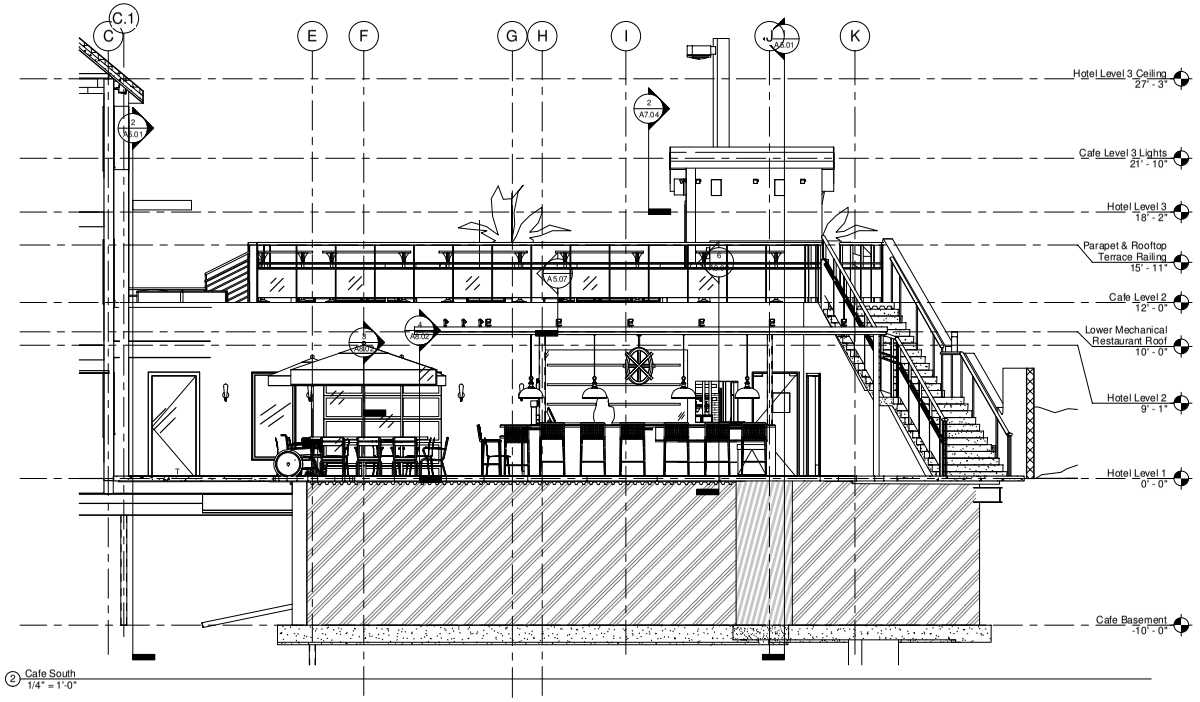
Client Name:
LAS VEGAS
HOTEL.NET

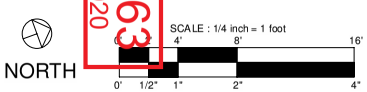
Revisions
Revision Date
Revision Description

Sheet Title:
Cafe Sections
East West

Sheet No:
A5.01







20-0363
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Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinty

Date:

Project Name:
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name:
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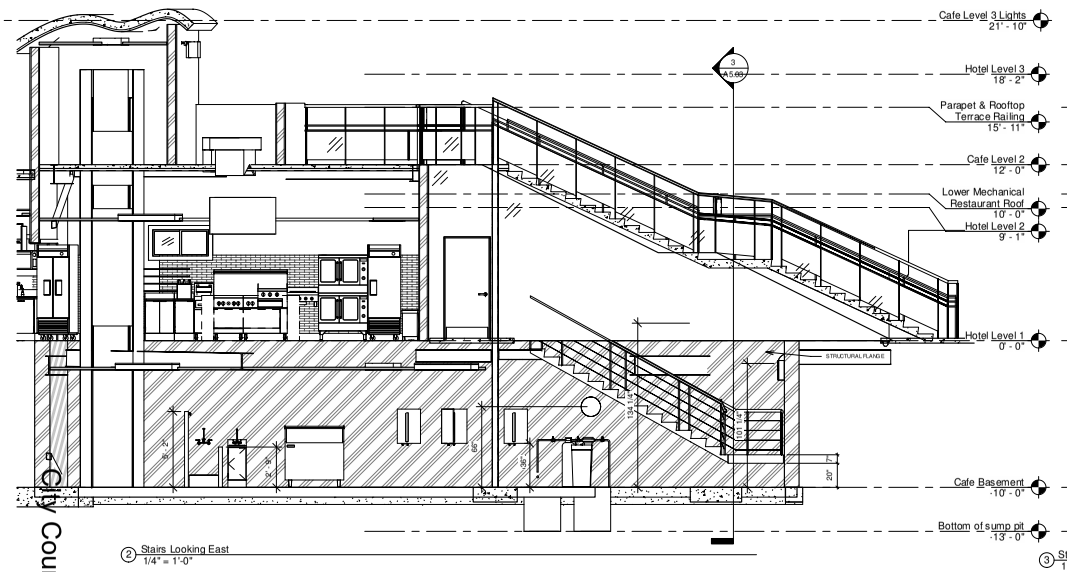
HOTEL.NET

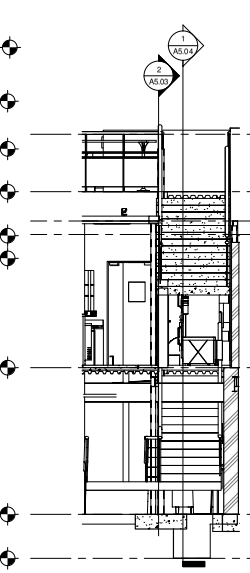
Revisions
Revision Date
Revision Description

Sheet Title:
Cafe Sections
North / South

Sheet No:
A5.02



2 Stairs Looking East
1/4" = 1'-0"



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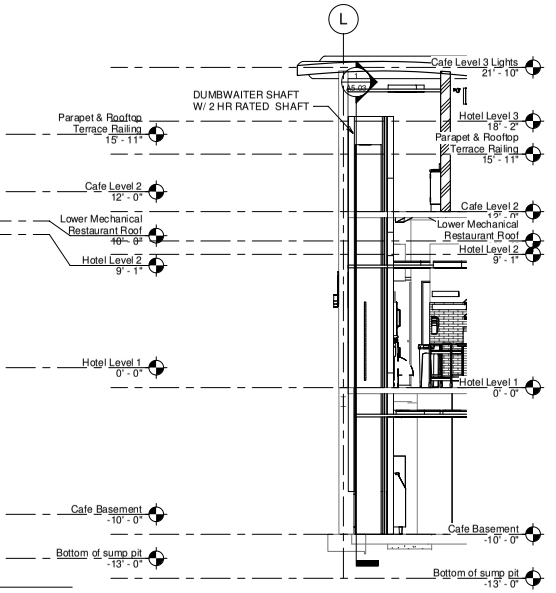
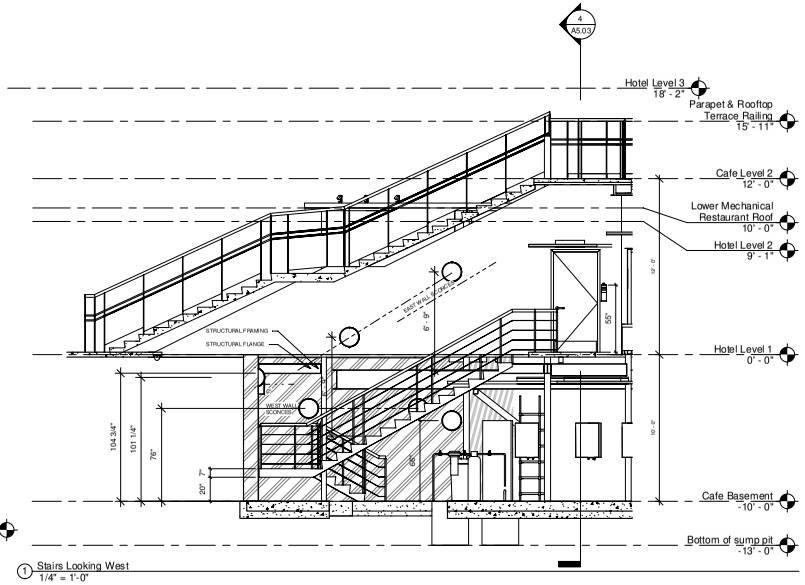
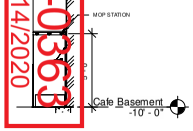
1/4" = 1'-0"

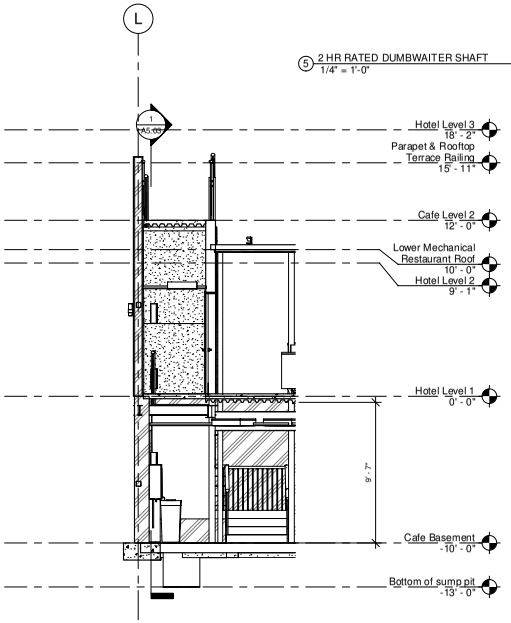




1 Stairs Looking West
1/4" = 1'-0"



6 Mop Hang Station (TYP)
1/4" = 1'-0"



5 2 HR RATED DUMBWAITER SHAFT
1/4" = 1'-0"

4 Stairs Looking South
1/4" = 1'-0"

NORTH

SCALE : 1/4 inch = 1 foot

0' 2' 4' 8' 16'

0' 1/2" 1" 2" 4"

20-0363
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City Council - Page 620

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Designed Consultant:
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Signed by: Curt McElroy

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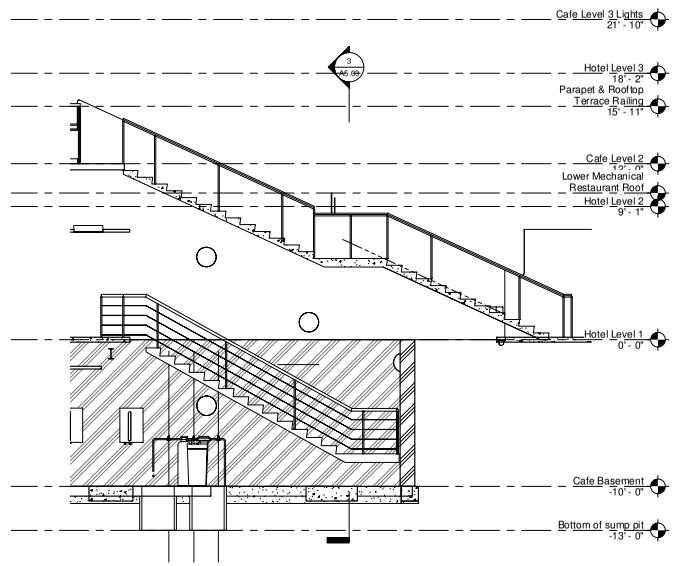
Revisions
Revision Description
Revision Date

Sheet Title:
Stairs &
Dumbwaiter
Sections

Sheet No:
A5.03



1 Section 16
1/4" = 1'-0"

NOTES

>

KEYNOTES

LEGEND

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NV LICENSE # 0054964

Design Consultant:
Veronica Brooks

Signed by: Curt McClincy

Date :

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2601 S. WESTWOOD DR
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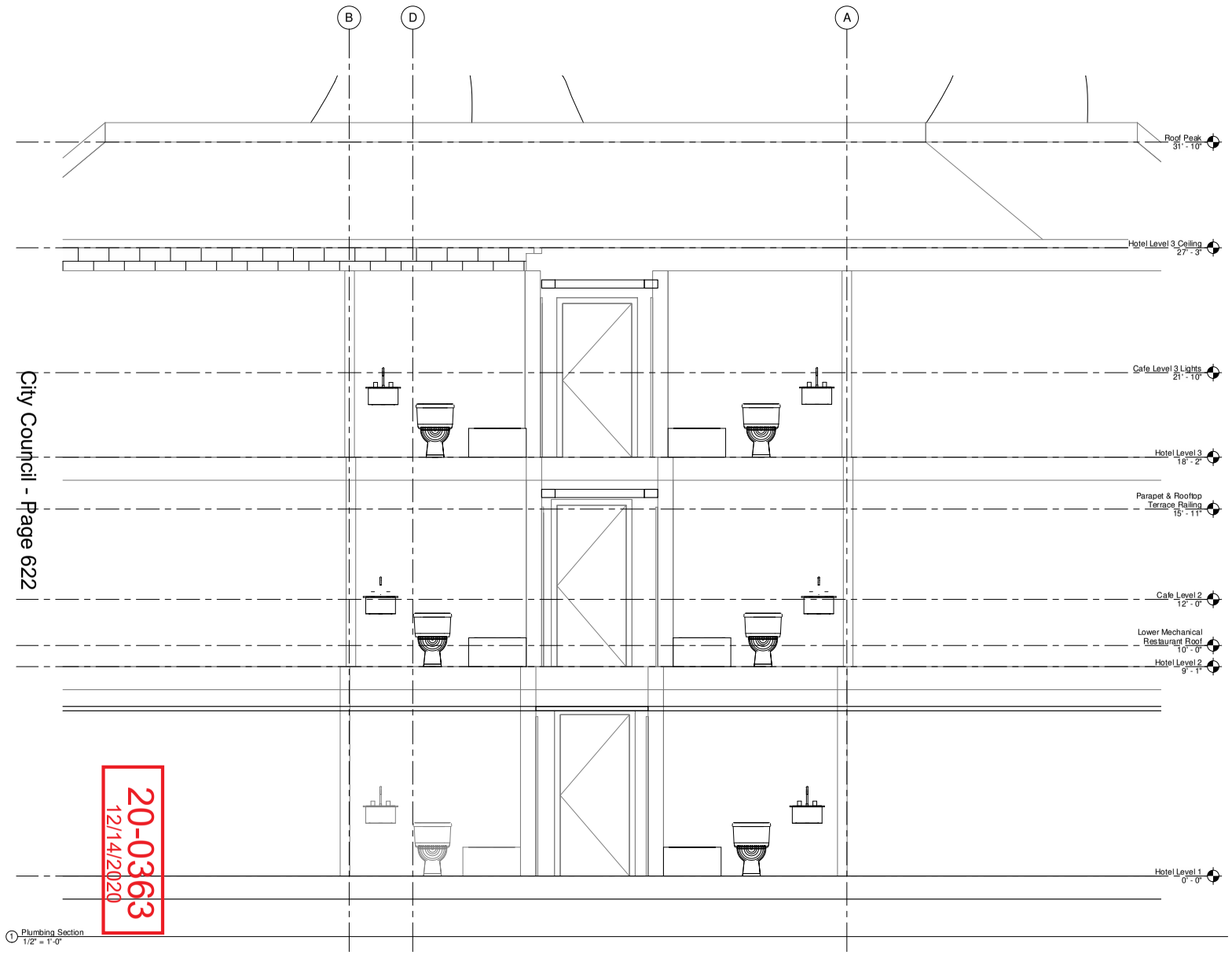
Revision Schedule

#	Revision Date	Revision Description

Sheet Title:
Stair Section

Sheet No:
A5.04

20-0363
12/14/2020



20-0363
12/14/2020

City Council - Page 622

SCALE : 1/2 inch = 1 foot

0' 1' 2' 4' 8'

0' 1/2" 1" 2" 4"

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NV LICENSE # 0156964

Designed Consultant:
Veronica Brooks

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Date :

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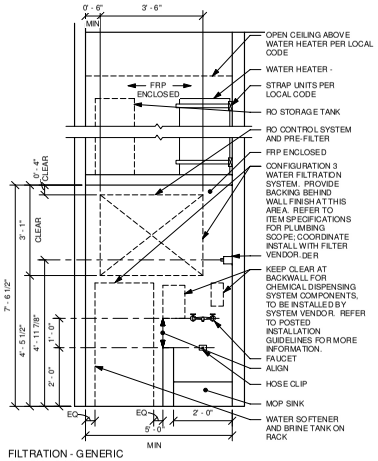
Revisions

#	Revision Date	Revision Description

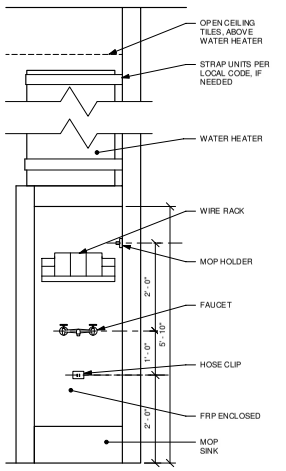
Sheet Title:
Plumbing
Section

Sheet No:
A5.05

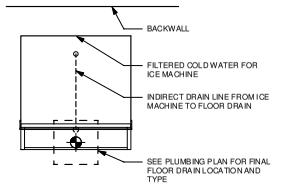
20-0363
12/14/2020



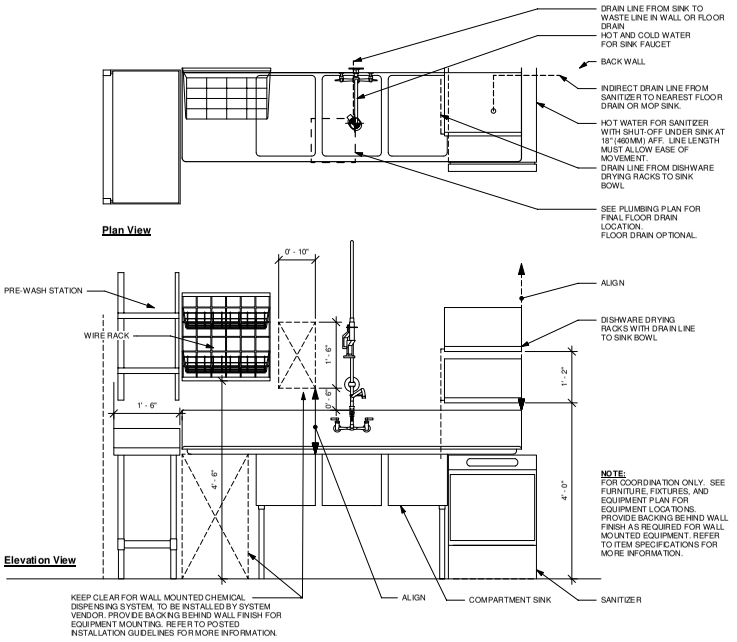
FILTRATION - GENERIC CONFIGURATION 3
1/2" = 1'-0"



MOP SINK (STACKED) - PLUMBING
3/4" = 1'-0"



ICE MACHINE - PLUMBING
3/4" = 1'-0"



SANITIZING (GENERIC) - PLUMBING
3/4" = 1'-0"

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NV LICENSE # 0054964

Design Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

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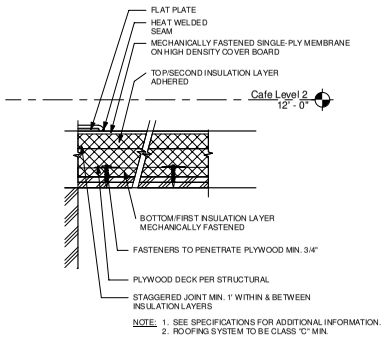
Revision Description:

Revision Date:

#

Sheet Title:
Plumbing Details

Sheet No:
A5.06



NOTE: 1. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. ROOFING SYSTEM TO BE CLASS "C" MIN.

1 Roof System Assembly
1 1/2" = 1'-0"

20-0363
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NV LICENSE # 0.96964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinay

Date :

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Las Vegas Net Hotel
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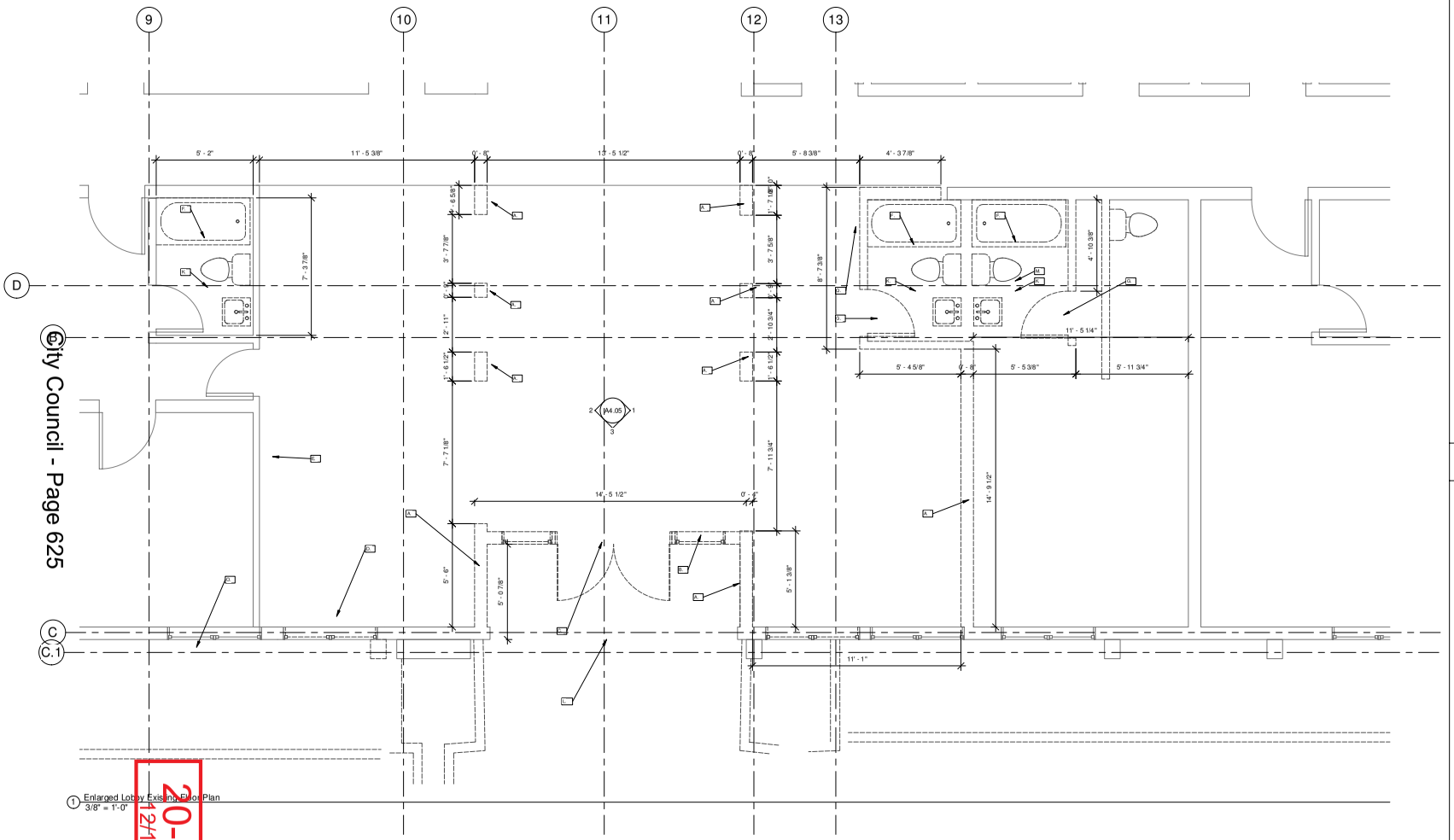
Revisions
| Revision Date | Revision Description

Sheet Title:
Buiding Details

Sheet No:
A5.07



City Council - Page 625

20-0363
12/14/2020

NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION
2. CONTRACTOR TO SHORE EXISTING WALLS PER STRUCTURAL RECOMMENDATIONS PRIOR TO DEMOLISION
3. ELECTRICAL CONTRACTOR TO VERIFY BREAKERS AND PANELS AFFECTED AND PROVIDE SUCH INFORMATION ON THE AS-BUILT SET OF PLANS TO BE SUBMITTED TO THE CITY OF LAS VEGAS PRIOR TO C OF O
4. PLUMBING CONTRACTOR TO VERIFY ALL WATER SUPPLY AND WASTE LINES AND RELOCATION OF THE FACILITIES LOCATED IN THE LOBBY AND PROVIDE SUCH INFORMATION ON THE AS-BUILT SET OF PLANS TO BE SUBMITTED TO THE CITY OF LAS VEGAS PRIOR TO C OF O
5. SEE STRUCTURALS FOR MORE DETAILS ON LOCATIONS OF SUPPORTING STRUCTURE
6. ALL AREAS NOT AFFECTED BY DEMOLISION ARE TO BE PROTECTED IN PLACE
7. EACH CONTRACTOR IS RESPONSIBLE FOR DAMAGES CAUSED BY THEIR TRADE AND WILL BE HELD ACCOUNTABLE FOR RETURNING PROTECTED AREAS BACK TO THE WAY THEY WERE FOUND
8. INSTALL FRAMELESS STOREFRONT PER MANUFACTURES SPEC

KEYNOTES

A.	DEMO WALL
B.	DEMO STOREFRONT WINDOW
C.	DEMO STOREFRONT DOOR
D.	DEMO WINDOW
E.	PROTECT IN PLACE
F.	DEMO BATHROOM
G.	DEMO DOOR
H.	INSTALL COLUMN
I.	FUR-OUT COLUMN
J.	INSTALL RECESS BEAM IN CEILING
K.	RELOCATED SINK & TOILET
L.	INSTALL NEW DOOR
M.	INSTALL UNRINAL
N.	INSTALL NEW FRAMELESS GLASS DOOR WITH THRESHOLD NOT TO EXCEED 1/2" IN HEIGHT
O.	4INCH EXPANSION PER DETAILS PAGE A1.09 7-10 & SEE PLAN PAGE A2.05
Q.	RELOCATE EXISTING WATER COOLER

LEGEND

----------	DEMO
==========	EXISTING WALL PROTECT IN PLACE

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NV LICENSE # 0054964

Design Consultant:
Lifestyle Saint

Signed by: Curt McCreary

Date:

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Las Vegas Net Hotel
2601 S. WESTWOOD DR
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Client Name
LAS VEGAS HOTEL.NET

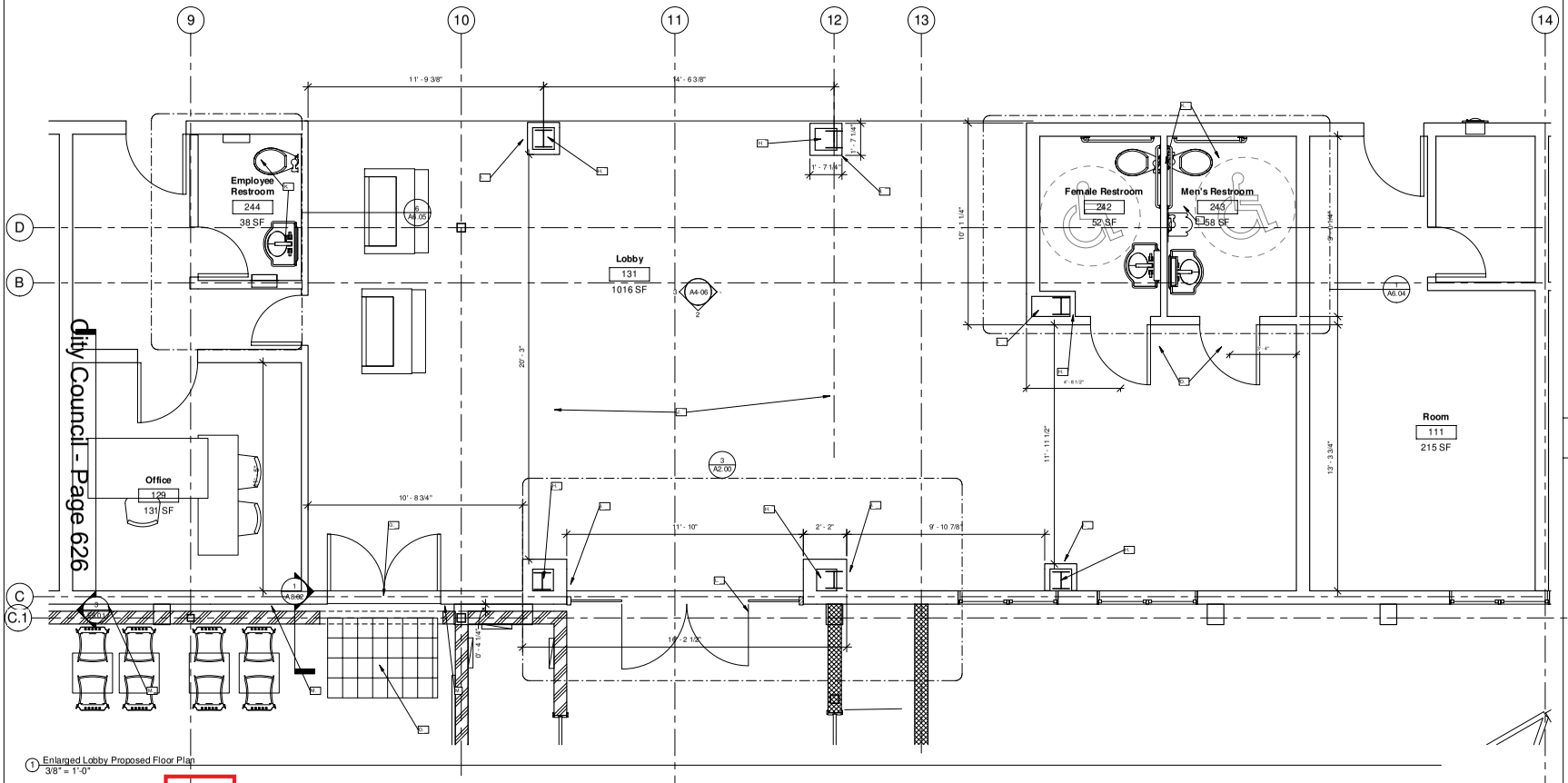
Revision Description

Revision Date

#

Sheet Title
Enlarged Lobby Existing Floor Plan

Sheet No:
A6.00



1 Enlarged Lobby Proposed Floor Plan
3/8" = 1'-0"

City Council - Page 626

20-0363
12/14/2020

NORTH

SCALE : 3/8 inch = 1 foot

0' 1' 2' 4' 8'

0' 3/8" 3/4" 1.5" 3"

NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION
2. CONTRACTOR TO SHORE EXISTING WALLS PER STRUCTURAL RECOMMENDATIONS PRIOR TO DEMOLISION
3. ELECTRICAL CONTRACTOR TO VERIFY BREAKERS AND PANELS AFFECTED AND PROVIDE SUCH INFORMATION ON THE AS-BUILT SET OF PLANS TO BE SUBMITTED TO THE CITY OF LAS VEGAS PRIOR TO C OF O
4. PLUMBING CONTRACTOR TO VERIFY ALL WATER SUPPLY AND WASTE LINES AND RELOCATION OF THE FACILITIES LOCATED IN THE LOBBY AND PROVIDE SUCH INFORMATION ON THE AS-BUILT SET OF PLANS TO BE SUBMITTED TO THE CITY OF LAS VEGAS PRIOR TO C OF O
5. SEE STRUCTURALS FOR MORE DETAILS ON LOCATIONS OF SUPPORTING STRUCTURE
6. ALL AREAS NOT AFFECTED BY DEMOLISION ARE TO BE PROTECTED IN PLACE
7. EACH CONTRACTOR IS RESPONSIBLE FOR DAMAGES CAUSED BY THEIR TRADE AND WILL BE HELD ACCOUNTABLE FOR RETURNING PROTECTED AREAS BACK TO THE WAY THEY WERE FOUND
8. INSTALL FRAMELESS STOREFRONT PER MANUFACTURES SPEC

KEYNOTES

A. INSTALL NEW DOOR
B. INSTALL UNRINAL
C. INSTALL NEW FRAMELESS GLASS DOOR WITH THRESHOLD NOT TO EXCEED 1/2" IN HEIGHT
D. INSTALL NEW DOOR
E. RELOCATE EXISTING WATER COOLER
F. CREATE OPENING FLUSH WITH DOOR OPENING
G. CREATE OPENING FLUSH WITH DOOR OPENING
H. INSTALL COLUMN
I. FUR-OUT COLUMN
J. INSTALL RECESS BEAM IN CEILING.
K. RELOCATED SINK & TOILET
L. INSTALL NEW FRAMELESS GLASS DOOR WITH THRESHOLD NOT TO EXCEED 1/2" IN HEIGHT
M. 4INCH EXPANSION PER DETAILS PAGE A1.09 7-10 & SEE PLAN PAGE A2.05

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NV LICENSE # 0056964

Design Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

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Revision Date:

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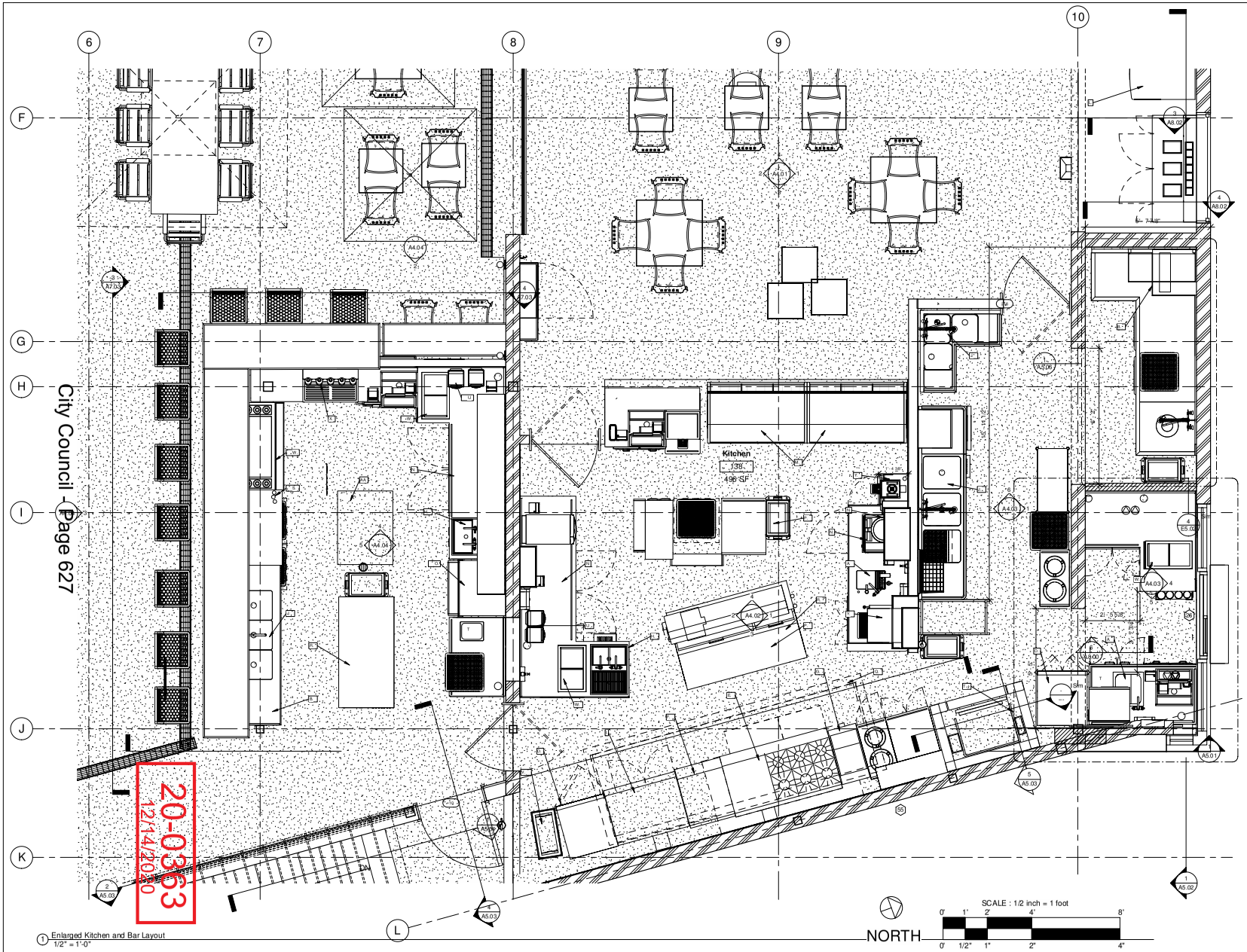
Sheet Title: Enlarged Lobby Proposed Floor Plan

Sheet No: A6.01



1 Enlarged Kitchen and Bar Layout
1/2" = 1'-0"

20-0363
12/14/2020

NOTES

1. VERIFY ALL DIMENSIONS PRIOR TO INSTALLATION OF KITCHEN EQUIPMENT
2. SEE MECHANICAL PLAN FOR DUCT SHAFT (DUCT WRAP) LISTED ASSEMBLY
3. FIELD VERIFY SUPPLY AND EXHAUST LOCATION DIMENSIONS PRIOR TO INSTALLATION OF HOOD
4. STRUCTURAL SUPPORTS FOR HOOD DESIGNED BY STRUCTURAL ENGINEER (SUBMITTAL REQUIRED)
5. SEE PAGE A0.29 FOR KITCHEN EQUIPMENT SCHEDULE

KEYNOTES

A. PREP SINK
B. DISH WASHER
C. ESPRESSO MACHINE
D. REACH-IN REFRIGERATOR
E. 6 BURNER GAS RANGE OVEN & GRIDDLE
F. CHAR BROILER
G. GAS FRYER
H. HAND SINK / BLENDER WASH
I. PIZZA OVEN
J. 3 COMPARTMENT SINK
K. GLASS DOOR REFRIGERATOR
L. COKE MACHINE
M. REFIGERATED DISPLAY CASE
N. UNDERCOUNTER REFRIDGERATOR
O. ICE MACHINE
P. UNDERCOUNTER PREP
Q. HOOD BY CAPTIVE AIR (SEE MECHANICAL AND GENERAL NOTES)
R. PREP TABLE
S. SPEED BAR UNDERBAR LIQUOR WORKSTATION
T. DUMBWAITER AA. REACH IN FREEZER
U. BLENDERS
V. HAMPER
W. ICE BIN
X. DRAFT BEER
Y. COFFEE BREWER
Z. COFFEE BRESTER

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Design Consultant:
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Signed by: Curt McGinoy

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Project Name:
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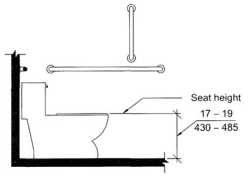
Sheet Title:
Enlarged Kitchen and Bar Layout

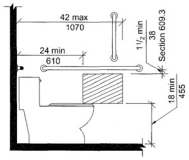
Sheet No:
A6.02



Note: For children's dimensions see Fig. 604.11.4

FIG. 604.4
WATER CLOSET SEAT HEIGHT

2 Water Closet Seat Height
3" = 1'-0"



(a) Protruding Dispenser Below Grab Bar

5 Protruding Dispenser Below Grab Bar
3" = 1'-0"

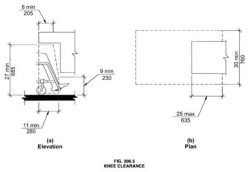


FIG. 306.3
KNEE CLEARANCE

19 A117.1-2009 Figure 306.3 - knee clearance
1 1/2" = 1'-0"

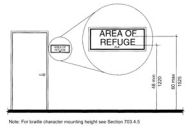


FIG. 703.3.10
HEIGHT OF RAISED CHARACTERS ABOVE FLOOR

10 A117.1-2009 Figure 703.3.10 - Height of raised characters above floor
1/8" = 1'-0"

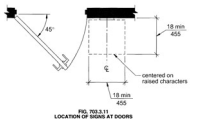


FIG. 703.3.11
LOCATION OF SIGNS AT DOORS

11 A117.1-2009 Figure 703.3.11 - Locations of signs at doors
1/8" = 1'-0"

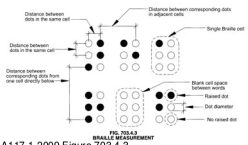


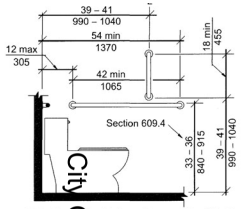
FIG. 703.4.3
BRAILLE MEASUREMENT

12 A117.1-2009 Figure 703.4.3 - Braille Measurement
1/8" = 1'-0"

TABLE 703.4.3—BRAILLE DIMENSIONS

Measurement range	Minimum in inches Minimum in inches
Dot base diameter	0.059 (1.5 mm) to 0.063 (1.6 mm)
Distance between two dots in the same cell	0.090 (2.3 mm) to 0.100 (2.5 mm)
Distance between corresponding dots in adjacent cells*	0.241 (6.1 mm) to 0.300 (7.6 mm)
Dot height	0.025 (0.6 mm) to 0.037 (0.9 mm)
Distance between corresponding dots from one cell directly below*	0.395 (10.0 mm) to 0.400 (10.2 mm)

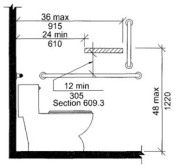
17 A117.1-2009 Table 703.4.3 - Braille Dimensions
1/8" = 1'-0"



Note: For children's dimensions see Fig. 609.4.2

FIG. 604.5.1
SIDE WALL GRAB BAR FOR WATER CLOSET

3 Side Wall Grab Bar For Water Closet
3" = 1'-0"



(b) Protruding Dispenser Above Grab Bar

6 Protruding Dispenser Above Grab Bar
3" = 1'-0"

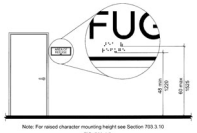
FIG. 306.2
TOE CLEARANCE

18 A117.1-2009 Figure 306.2 - Toe Clearance
1 1/2" = 1'-0"



FIG. 703.4.4
POSITION OF BRAILLE

13 A117.1-2009 Figure 703.4.4 - Position of Braille
1/8" = 1'-0"



Note: For raised character mounting height see Section 703.3.10

FIG. 703.4.5
HEIGHT OF BRAILLE CHARACTERS ABOVE FLOOR

14 A117.1-2009 Figure 703.4.5 - Height of braille characters above floor
1/8" = 1'-0"

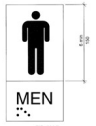


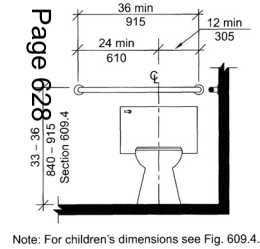
FIG. 703.5
PICTOGRAM FIELD

15 A117.1-2009 Figure 703.5 - Pictogram Field
1/8" = 1'-0"

TABLE 703.2.4—VISUAL CHARACTER HEIGHT

Height above Floor to Baseline of Character	Horizontal Viewing Distance	Minimum Character Height
40 inches (1015 mm) to less than or equal to 70 inches (1780 mm)	Less than 6 feet (1830 mm)	$\frac{5}{8}$ inch (16 mm)
	6 feet (1830 mm) and greater	$\frac{5}{8}$ inch (16 mm), plus $\frac{1}{8}$ inch (3.2 mm) per foot (305. mm) of viewing distance above 6 feet (1830 mm)
Greater than 70 inches (1780 mm) to less than or equal to 120 inches (3050 mm)	Less than 15 feet (4570 mm)	2 inches (51 mm)
	15 feet (4570 mm) and greater	2 inches (51 mm), plus $\frac{1}{8}$ inch (3.2 mm) per foot (305. mm) of viewing distance above 15 feet (4570 mm)
Greater than 120 inches (3050 mm)	Less than 21 feet (6400 mm)	3 inches (75 mm)
	21 feet (6400 mm) and greater	3 inches (75 mm), plus $\frac{1}{8}$ inch (3.2 mm) per foot (305. mm) of viewing distance above 21 feet (6400 mm)

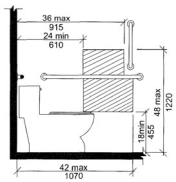
16 A117.1-2009 Table 703.2.4 - Character Dimensions
1/8" = 1'-0"



Note: For children's dimensions see Fig. 609.4.2

FIG. 604.5.2
REAR WALL GRAB BAR FOR WATER CLOSET

4 Rear Wall Grab Bar For Water Closet
3" = 1'-0"



(c) Recessed Dispenser

7 Recessed Dispenser
3" = 1'-0"

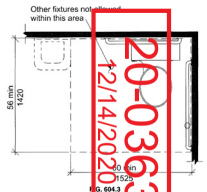


FIG. 604.3
SIZE OF CLEARANCE FOR WATER CLOSET

A117.1-2009 Figure 604.3 -
9 Size of clearance for water closet
3/16" = 1'-0"

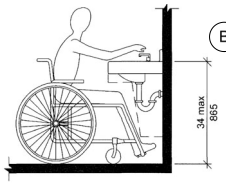
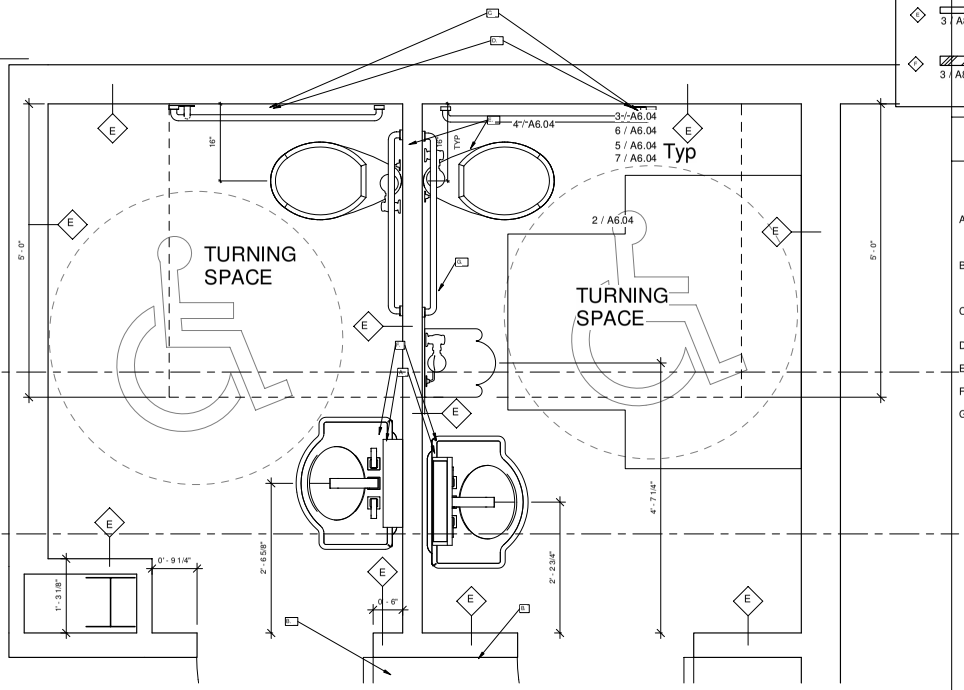


FIG. 606.3
HEIGHT OF LAVATORIES AND SINKS

8 Height of Lavatories and Sinks
3" = 1'-0"



1 Enlarged Lobby Restroom
1" = 1'-0"

NORTH

SCALE : 1 inch = 1 foot
0' 1' 2' 4'
0" 1" 2" 4"

NOTES

1. INSTALL TOILET FACILITIES FOR THE DISABLED SEE I.B.C. CHAPTER 11
2. THE FLOOR AND WALLS TO 4 FEET IN HEIGHT IN TOILET AREA SHALL HAVE A SMOOTH HARD NONABSORBENT SURFACE OF CEMENT, CERAMIC TILE, OR EQUAL APPROVED BY THE APPEALS BOARD
3. CITY OF LAS VEGAS HAS ADOPTED ICC A117.1-2009 FOR ACCESSIBILITY REQUIREMENTS. PROVIDE ACCESSIBILITY FOR PERSONS WITH PHYSICAL DISABILITIES

WALL TYPES LEGEND
DETAILS- SEE PAGES A8.00-A8.02

1	2 / A8.00	New Interior 3 5/8" Steel Stud Non Load Bearing
2	2 / A8.00	New Interior 6" Steel Stud Non Load Bearing 1 hr rating
3	2 / A8.00	New Masonry 6" Load Bearing 1 Hr rating
4	1 / A8.00	New Interior " Steel Stud 5" Non Load Bearing 2hr rating
5	3 / A8.00	New Interior 3 5/8" Tile Wall - Water Resistant GYP. BG. on all Wet Walls Dry Walls Screws at 12" O.C.
6	3 / A8.01	New Exterior 8" Steel Stud Non Load Bearing Stucco Wall

KEYNOTES

A. INSTALL EXPOSED PIPE PROTECTION PER ICCA117.1-2015 FIG 606.6
B. INSTALL ACCESSIBLE RESTROOM SIGNAGE PER ICC A117.1-2015 SECTION 703.2.4 - 703.4.5
C. INSTALL TOILET PAPER DISPENSER PER DETAIL 5,6 OR 7
D. INSTALL GRAB BARS PER DETAIL 3
E. INSTALL GRAB BAR PER DETAIL 4
F. INSTALL LAVATORIE PER DETAIL 8
G. INSTALL FLOOR URINAL

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Signed by: Curt McCleary

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Project Status:

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Revision Date:

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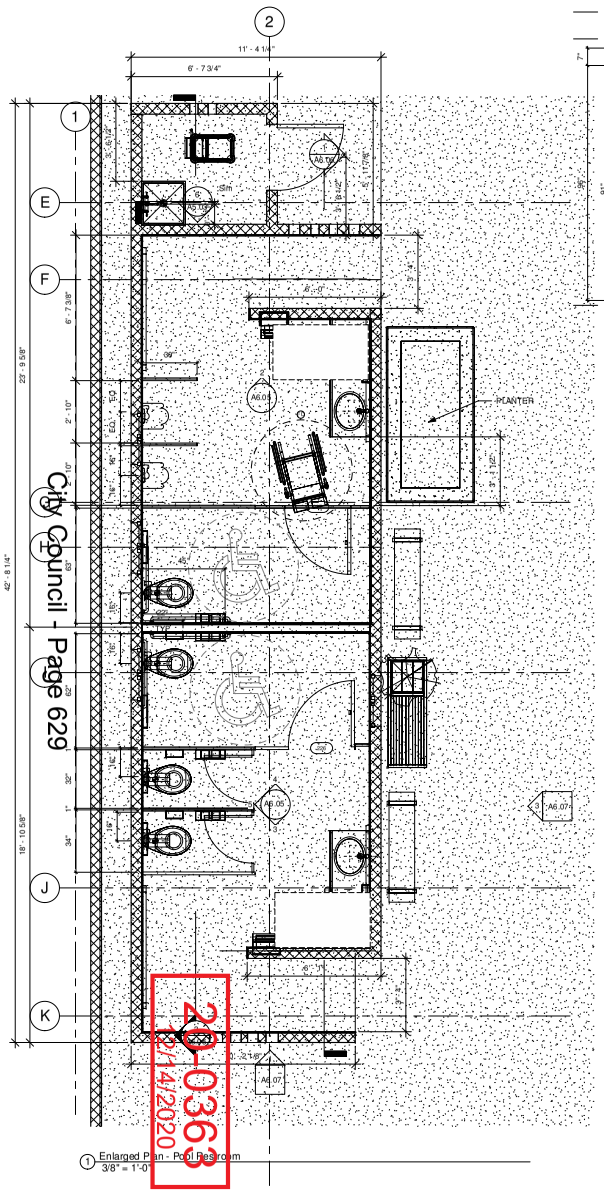
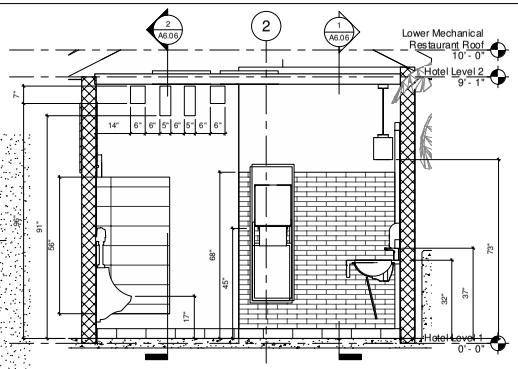
Sheet Title:
Enlarged Lobby Restroom Detail

Sheet No:
A6.04

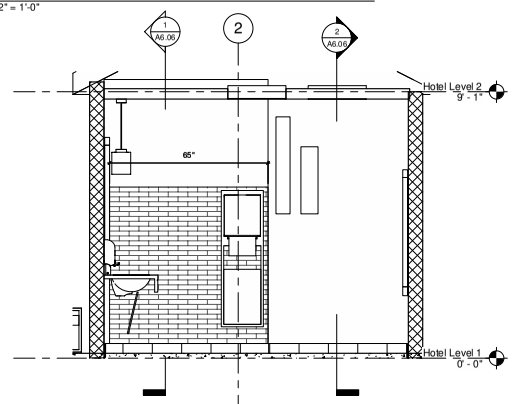
City Council - Page 628
20-0363
12/14/2020



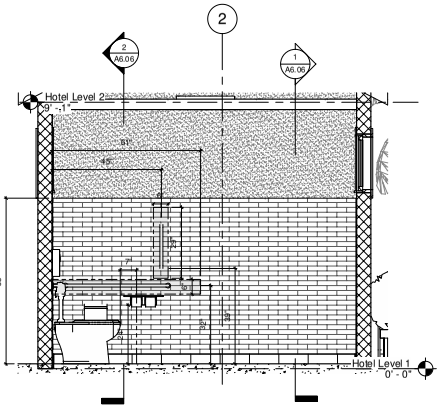
1 Enlarged Plan - Pool Restroom
3/8" = 1'-0"



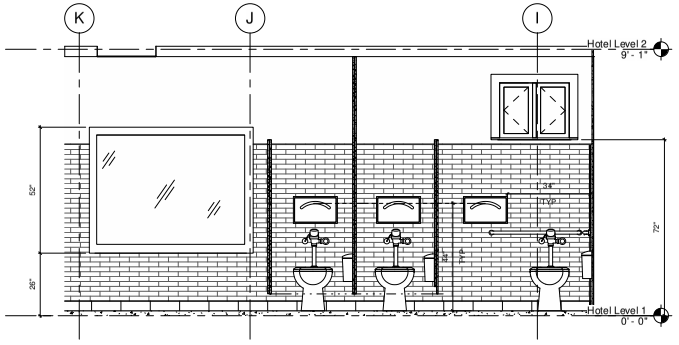
2 Men's Pool Restroom East1
1/2" = 1'-0"



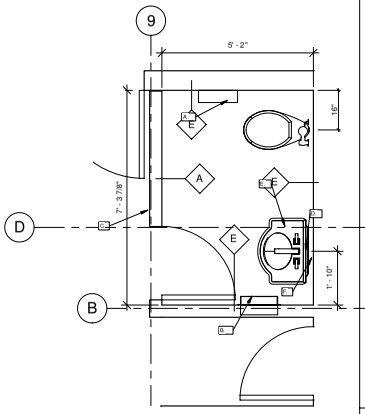
3 Pool Restrooms Womens East Elevation1
1/2" = 1'-0"



4 Pool Restrooms Womens West Elevation
1/2" = 1'-0"



5 Pool Restrooms Womens South Elevation1
1/2" = 1'-0"



6 Enlarged Employee Restroom
Scale: 1/2" = 1'-0"

NORTH

NOTES

1. THE FLOOR AND WALLS TO 4'-0" - 5'-6 IN(OWNER SHALL DECIDE) IN TOILET AREA SHALL HAVE A SMOOTH HARD NONABSORBENT SURFACE OF CEMENT, CERAMIC TILE, OR EQUAL APPROVED BY OWNER & DESIGNER.
2. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY DESIGNER ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. DIMENSIONS ARE TO FACE OF FINISHED SURFACE UNLESS OTHERWISE NOTED.
4. ALL RESTROOM ACCESSORY MOUNTING HEIGHTS AND CLEARANCES SHALL COMPLY WITH THE ACCESSIBILITY REQUIREMENTS OF THE LOCAL JURISDICTION.

KEYNOTES

A. INSTALL TOILET PAPER DISPENSER PER DETAIL 5,6 OR 7 / A6.03
B. INSTALL PAPER TOWEL DISPENSER/GARBAGE
C. INSTALL EMPLOYEE RESTROOM SIGN (NOT A PUBIC RESTROOM)
D. INSTALL EXPOSED PIPE PROTECTION PER ICCA117.1-2015 FIG 606.6
E. INSTALL LAVATORIE PER DETAIL 8/ A6.03
F. MIRROR
G. IN-WALL WOOD BLOCKING. VERIFY BLOCKING LOCATION, EXTENTS AND BLOCKING WITH MANUFACTURER INSTALLATIONDI REQUIREMENTS.

LEGEND

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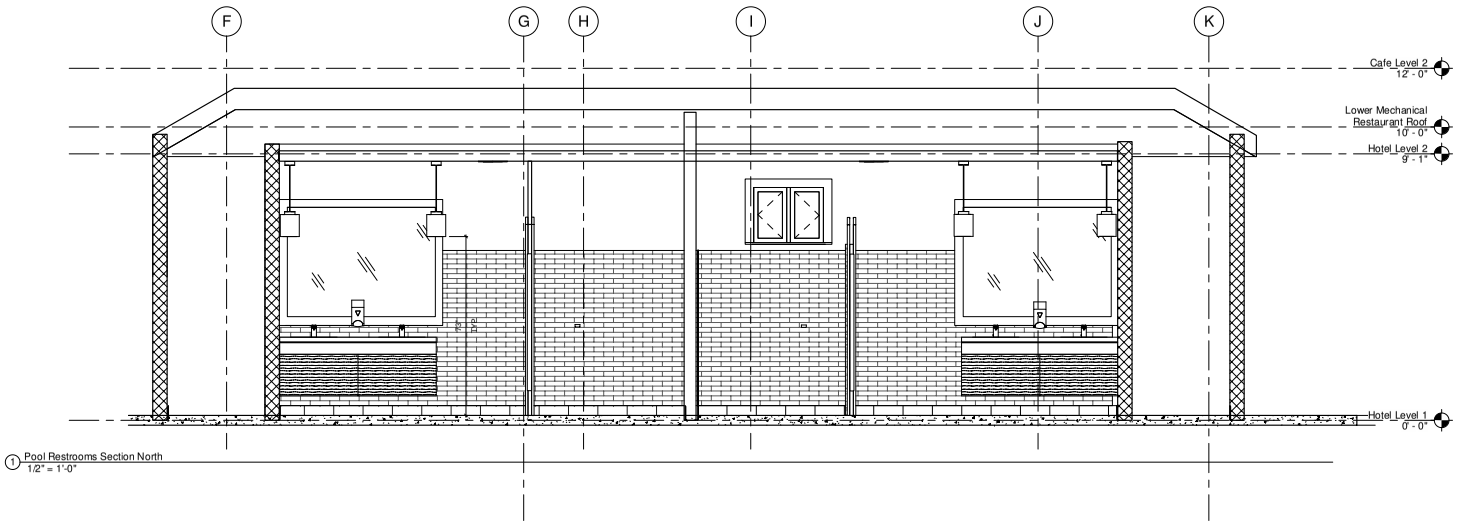
Sheet Title:
Enlarged Pool Restroom, Employee Restroom Plan & Elevations

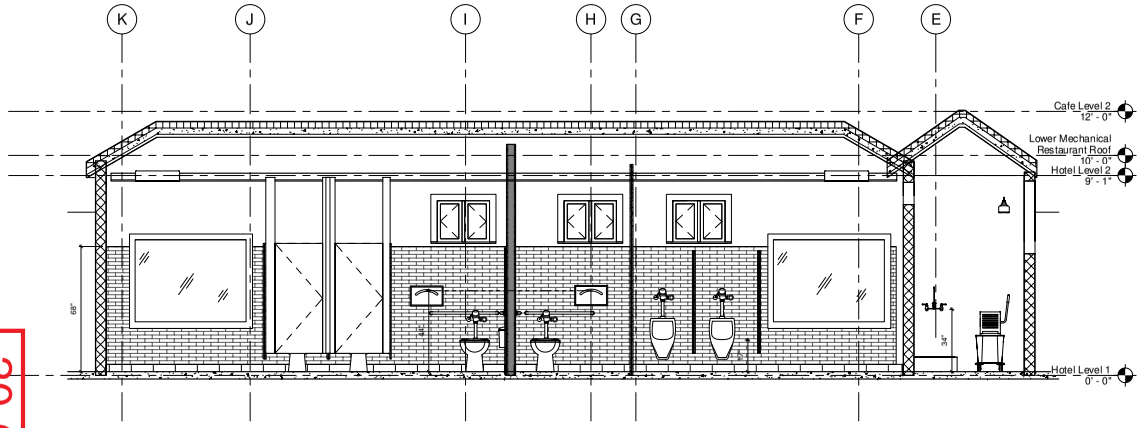
Sheet No:
A6.05

City Council - Page 629

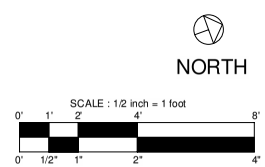
20-0363
12/14/2020



1 Pool Restrooms Section North
1/2" = 1'-0"



2 Pool Restrooms Section South
3/8" = 1'-0"



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NOTES

1. THE FLOOR AND WALLS TO 4'-0" - 5' -6 IN(OWNER SHALL DECIDE) IN TOILET AREA SHALL HAVE A SMOOTH HARD NONABSORBENT SURFACE OF CEMENT, CERAMIC TILE, OR EQUAL APPROVED BY OWNER & DESIGNER.
2. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY DESIGNER ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. DIMENSIONS ARE TO FACE OF FINISHED SURFACE UNLESS OTHERWISE NOTED.
4. ALL RESTROOM ACCESSORY MOUNTING HEIGHTS AND CLEARANCES SHALL COMPLY WITH THE ACCESSIBILITY REQUIREMENTS OF THE LOCAL JURISDICTION.

KEYNOTES

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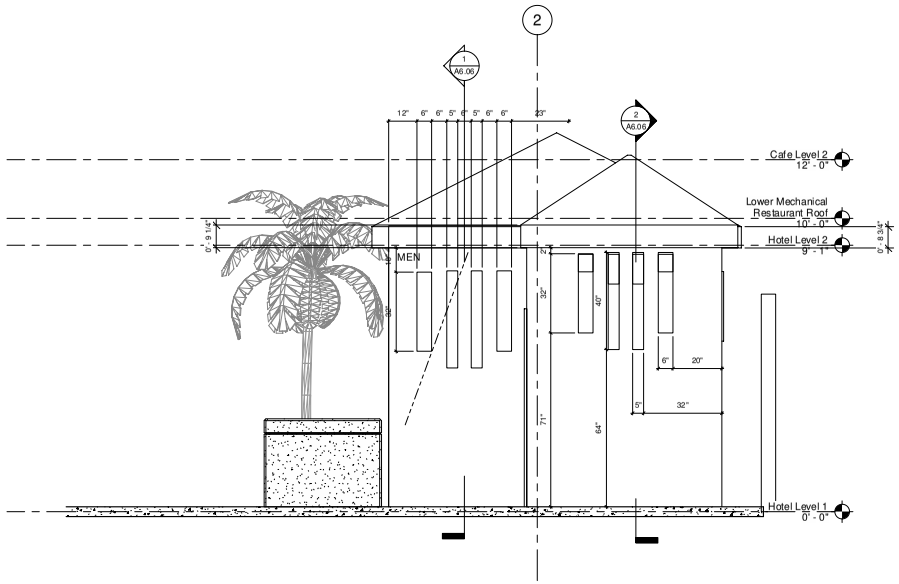
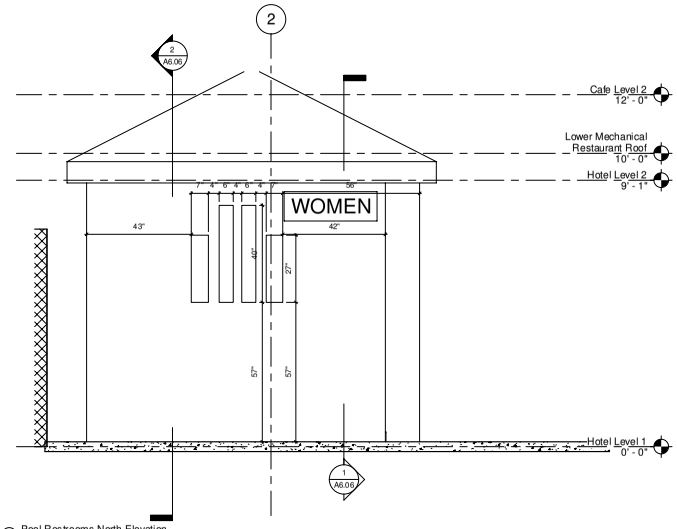
Sheet Title:
Pool Restroom Elevation & Section

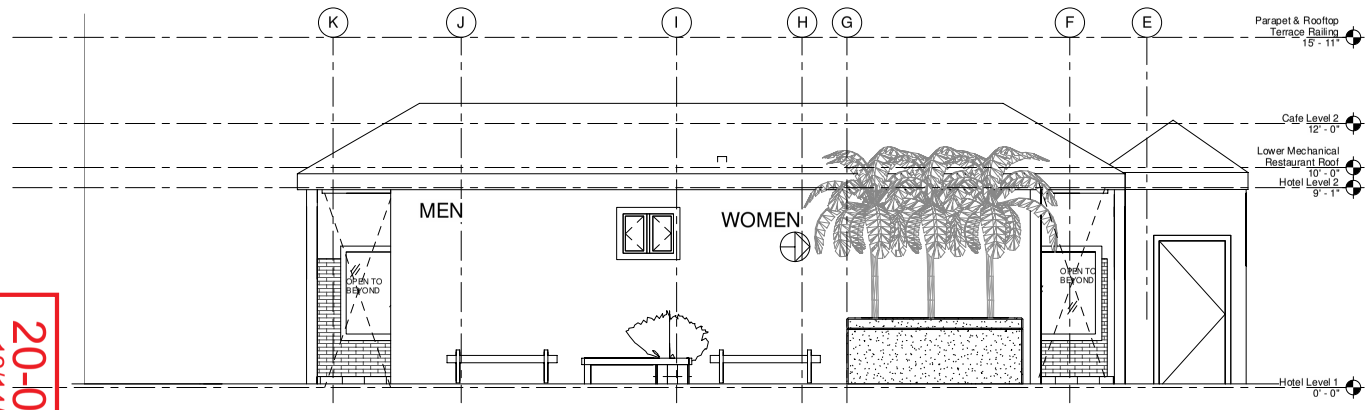
Sheet No:
A6.06



2 Pool Restrooms South Elevation
1/2" = 1'-0"



1 Pool Restrooms North Elevation
1/2" = 1'-0"



3 South Pool Restrooms Ext. Elevation
3/8" = 1'-0"

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Revisions
Revision Date
Revision Description

Sheet Title:
Pool Restoom
Elevations

Sheet No:
A6.07



1 3D View Cafe Looking Out



2 3D View - Kitchen Looking to Cafe



4 3-D Kitchen Espresso Coffee Station



3 3D View Kitchen Blender Station

City Council - Page 632

20-0363
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Revisions

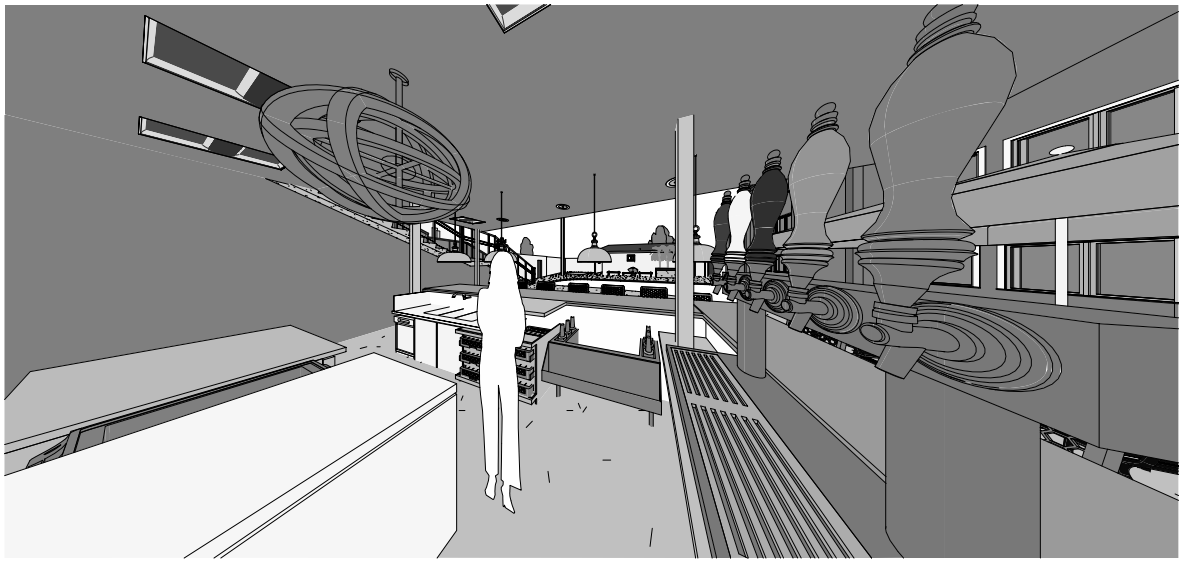
#	Revision Date	Revision Description

Sheet Title:
3-D Views
Kitchen & Cafe

Sheet No:
A6.78



1 3D View - Bar Looking to Kitchen



2 3D View - Bar Looking Out to Pool

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City Council - Page 633

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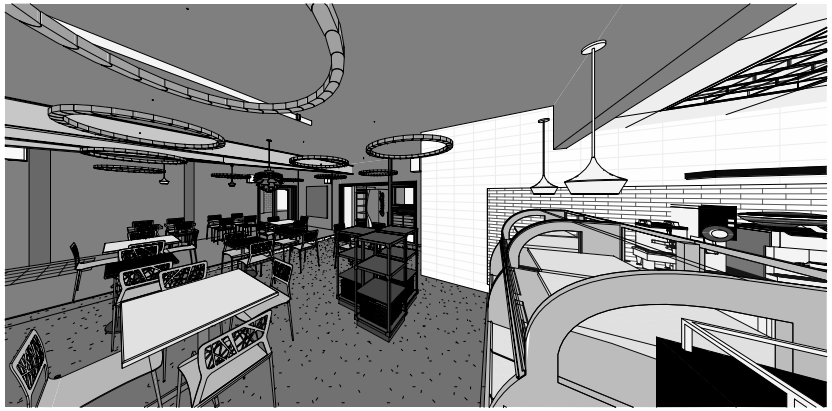
Revisions

#	Revision Date	Revision Description

Sheet Title:
3-D Views
Views Out Bar

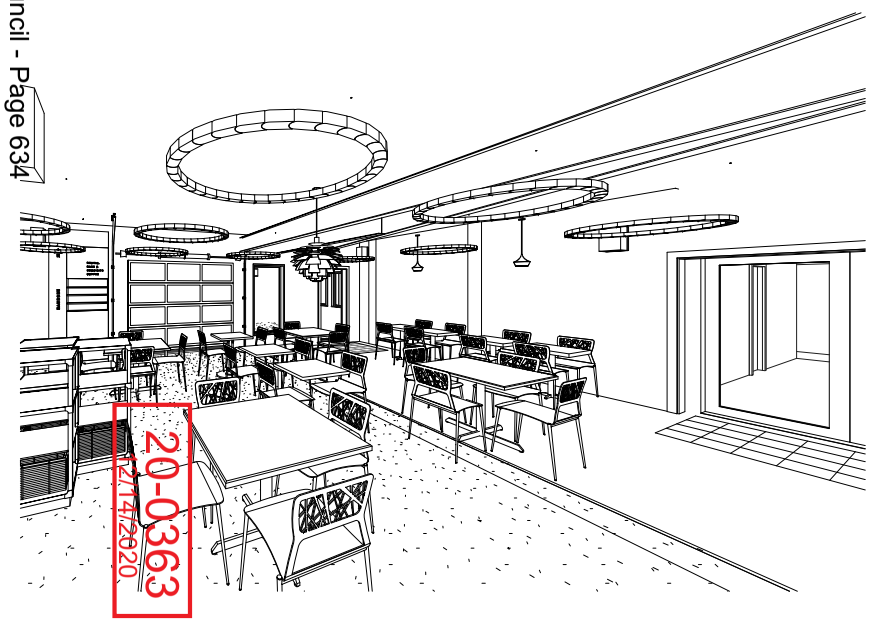
Sheet No:
A6.79



Cafe Looking to Coffee Station



3D View - Cafe Looking to Coffee Sugar Station



3D View



3D View - Cafe Overview

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Revisions

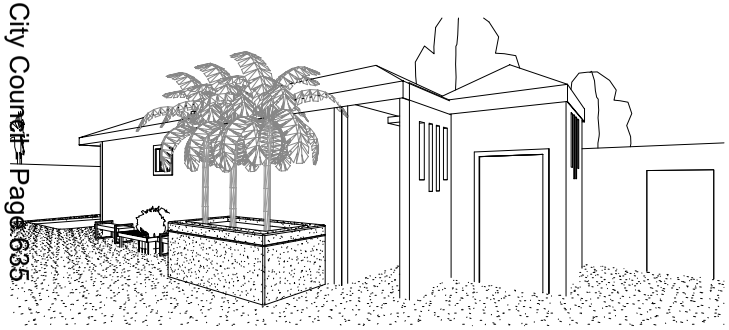
#	Revision Date	Revision Description

Sheet Title:
3-D Views Cafe

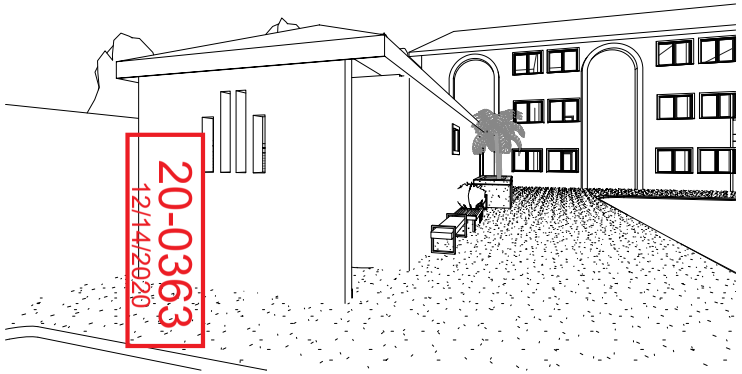
Sheet No:
A6.80



5 3D View Stairs to Rooftop Terrace



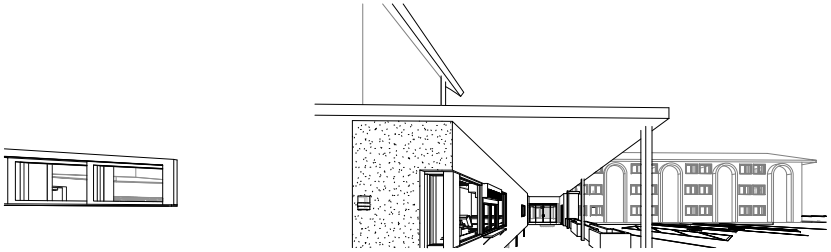
4 3D View Pool Restrooms to Jacuzzi



3 3D View - Pool Restrooms - To Hotel



1 3D View - Outside Looking to Bar



2 3D View - Walkway to Entrance

City Council - Page 635

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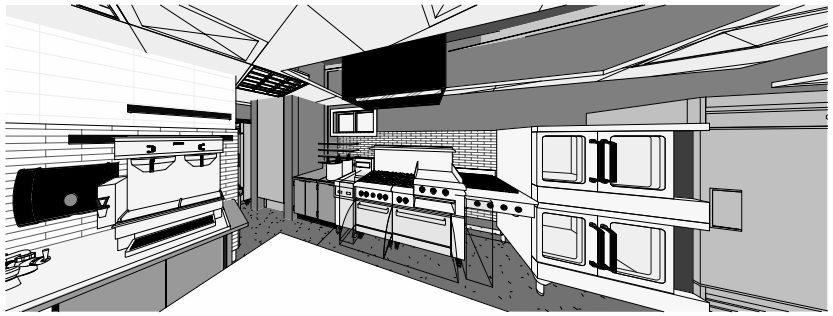
Revisions

#	Revision Date	Revision Description

Sheet Title:
Outdoor 3-D Views

Sheet No:
A6.80.1



1 3D View - Kitchen Hot Line



3 3D View - Custom Heat Lamp Looking to Dining Room on the Line



2 3D View Looking Toward Line- Food Pick Up

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City Council - Page 636

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Revisions

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Sheet Title: 3-D Views Kitchen

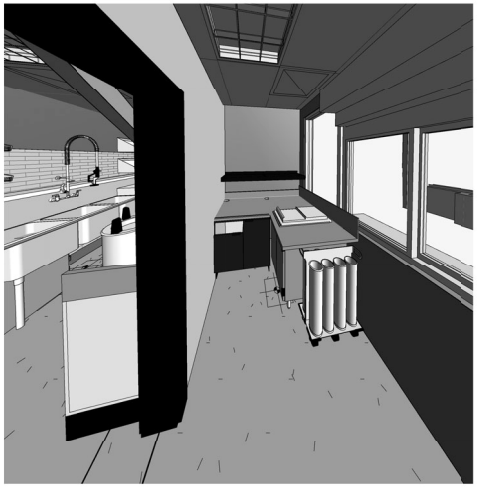
Sheet No: A6.81



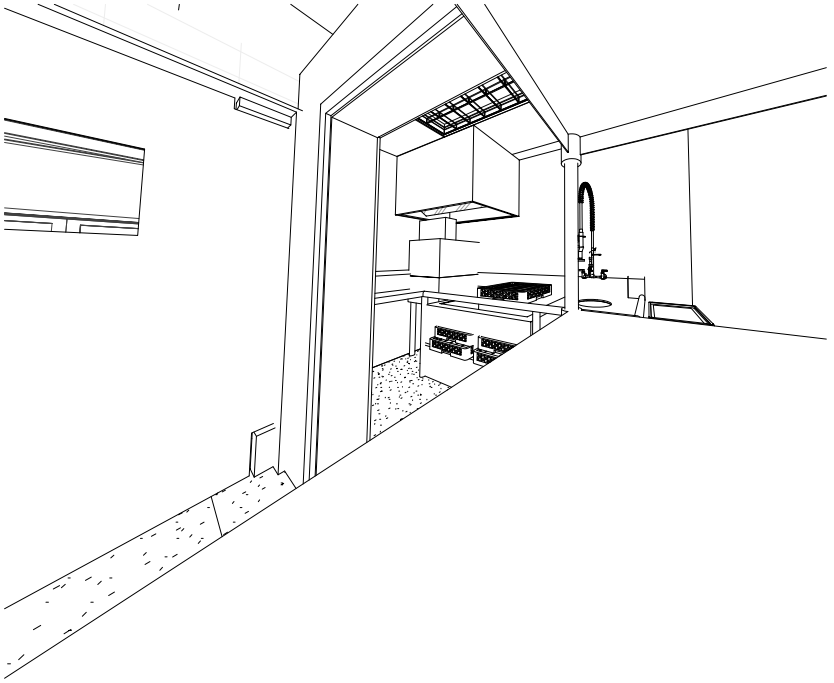
2 3D View - Pick-Up Cash n Communications Center



3 3D View - 3 Comp Sink Station



1 3D View Pick-Up Salad Prep Station



4 3D View - Dish Wash Station

City Council - Page 637

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Designed Consultant:
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Signed by: Curt McClinty

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Project Name:
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Client Name:
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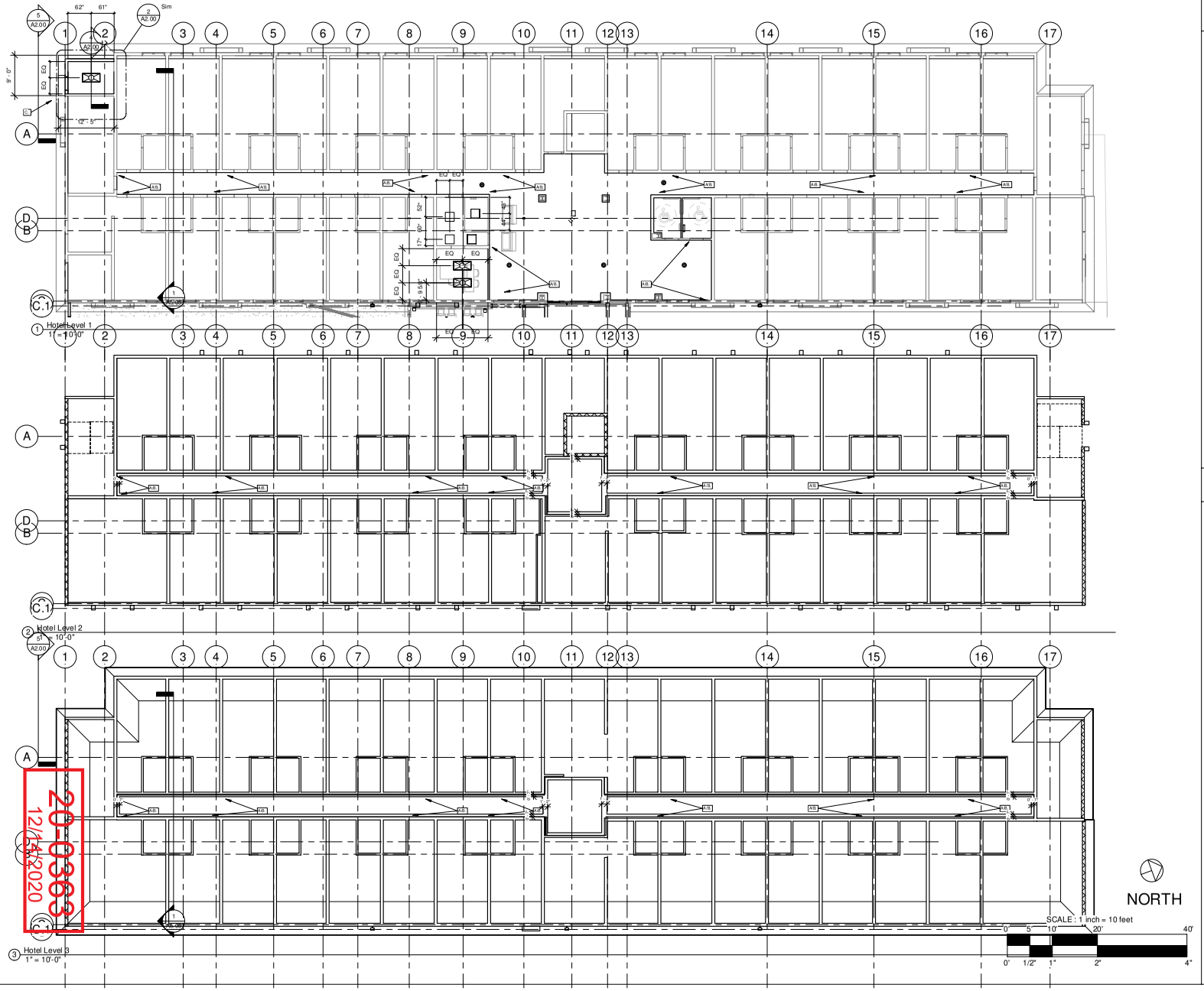
#	Revision Date	Revision Description

Sheet Title:
3-D Views Pick-up Window

Sheet No:
A6.82



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NOTES

1. SEE PAGE A8.00 FOR SOFFIT DETAILS
2. MINIMAL DIMENSIONS AS REQUIRED FOR FIRE SPRINKLER CLEARANCE
3. SOME DIMENSIONS WILL NEED TO BE ADJUSTED ACCORDING TO CLEARANCE AROUND FIRE PIPE
4. INSTALLATION OF SOFFIT MUST BE COORDINATED WITH FIRE SPRINKLER CONTRACTOR

KEYNOTES

A. SOFFIT PARALLEL TO FRAMING AS PER DETAIL 4 ON PAGE - VERIFY FRAMING TYPE ON SITE A8.00 FOR SPINKLERS

B. SOFFIT PERPENDICULAR TO FRAMING AS PER DETAIL 5 ON PAGE- VERIFY FRAMING TYPE ON SITE A8.00 FOR SPRINKLERS

C. RINNAII TANKLESS WATER HEATERS HOUSING FOR HOTEL (SEE PG. A2.00 & PLUMBING)

cmbuilders
4815 W. Russell Rd. #170 Las Vegas, NV 89118
Tele: (702) 367-9952
www.cmbuildersvegas.com

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0059964

Design Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

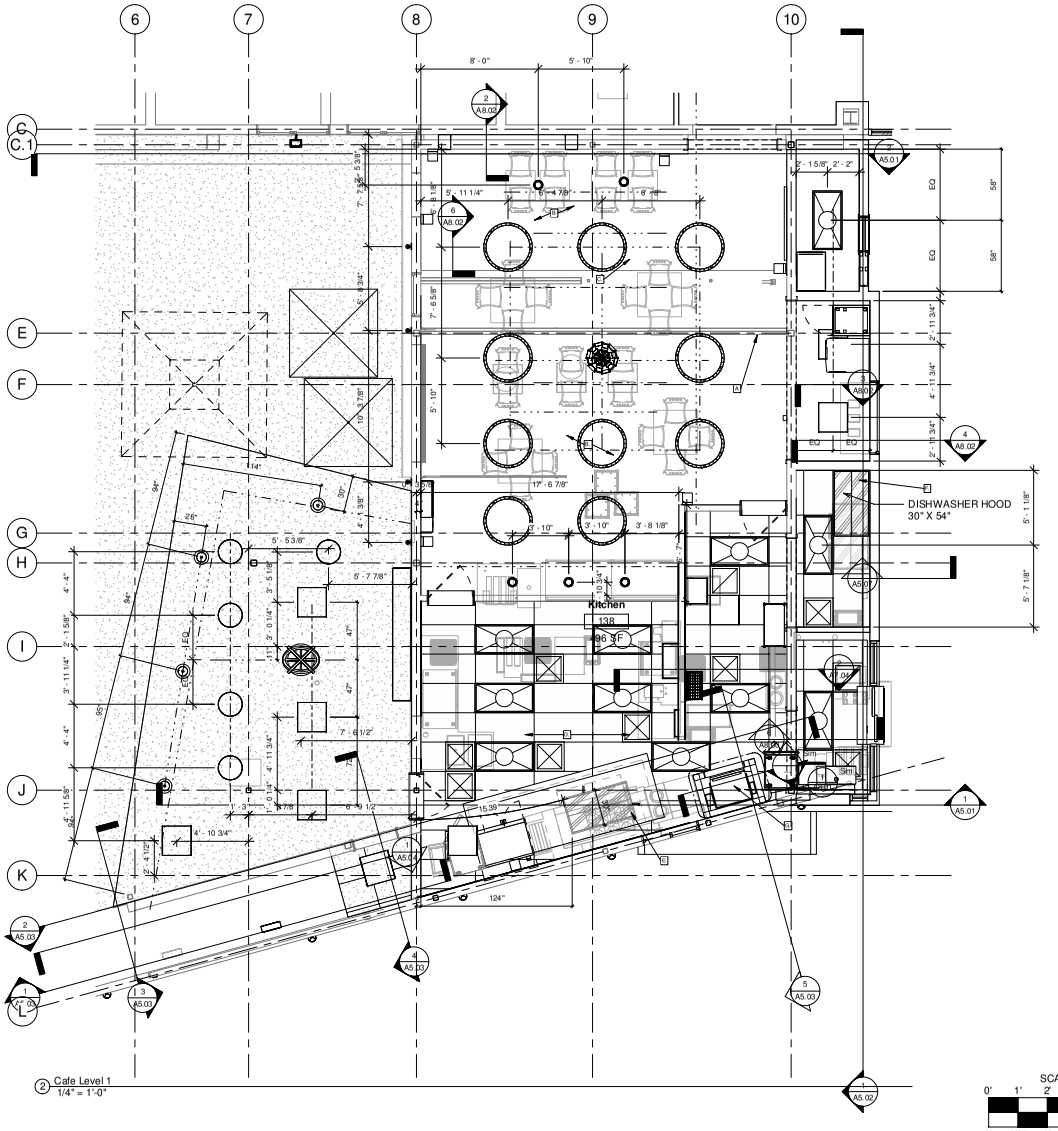
Revision Description:

Revision Date:

Sheet Title: Hotel RCP

Sheet No: A7.00

20-0363
12/14/2020



NORTH

SCALE : 1/2 inch = 1 foot

0' 1' 2' 4' 8'

0' 1/2" 1" 2" 4"

GENERAL NOTES

1. COMPLIES WITH ASTM C635, C636 IF APPLICABLE ASCE 7 AS PER ESR 1222 ON PAGE A0.06a AND A0.06b
2. ACCOUSTICAL CEILING SYSTEMS COMPLY WITH IBC SECTION 808
3. SEE PAGE A0.06a and A0.06b FOR ESR REPORT
4. CEILING TILE IN THE KITCHEN ARE ARE TO BE WASHABLE TYPE
5. ALL AREAS EXCEPT KITCHEN ARE TO BE EXPOSED AND PAINTED CEILINGS

KEYNOTES

A. EXPOSED PAINTED STRUCTURAL MEMBERS TYP.
B. EXPOSED PAINTED CEILING TYP.
C. EXPOSED PANTED DUCTWORK TYP.
D. MAKEUP AIR SEE MECH.
E. CAPTIVE AIR HOOD SEE MECH.
F. EXHAUST FOR DISHWASHER SEE MECH.
G. DUMBWAITER

ORB OUTDOOR CHANDALIER 32"

PENDANT CIRCLE LED

LEGEND

- SCONCE EXTERIOR
- SCONCE BEAKER - BAR
- 2x2 LED RECESSED TROFFER
- 2x4 LED RECESSED LIGHTING
- DUCT SUPPLY REGISTER
- DUCT SUPPLY DIFFUSER
- SCONCE FOR STAIRWAY
- PENDANT DROP
- PENDANT ARTICHOKE 277 V
- PENDANT VINTAGE METAL DOME - BAR
- CEILING SPEAKER

cmbuilders
4815 W. Russell Rd. # 170 Las Vegas, NV 89118
Office (702) 263-2262
Cell (702) 263-2262
www.cmbuildersnv.com

Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0054964

Design Consultant:
Veronica Brooks

Signed by: Curt McCleary

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name:
LAS VEGAS HOTEL.NET

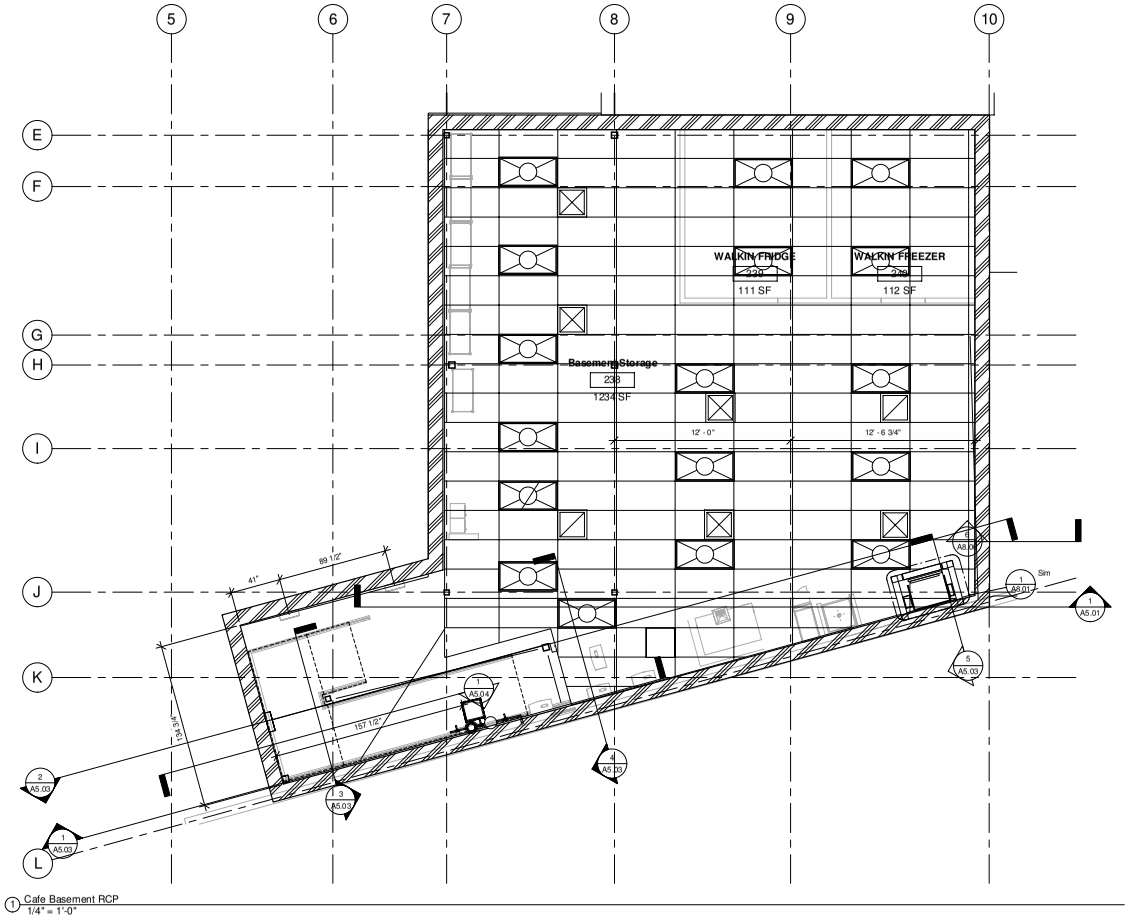
Revisions

#	Revision Date	Revision Description

Sheet Title:
Cafe RCP

Sheet No:
A7.01

20-0363
12/14/2020



1 Cafe Basement RCP
1/4" = 1'-0"

NOTES

1. COMPLIES WITH ASTM C635, C636 IF APPLICABLE ASCE 7 AS PER ESR 1222 ON PAGE A0.06a AND A0.06b
2. ACCOUSTICAL CEILING SYSTEMS COMPLY WITH IBC SECTION 808
3. SEE PAGE A0.06a and A0.06b FOR ESR REPORT
4. CEILING TILE IN THE KITCHEN ARE ARE TO BE WASHABLE TYPE
5. ALL AREAS EXCEPT KITCHEN ARE TO BE EXPOSED AND PAINTED CEILINGS

KEYNOTES

A. EXPOSED PAINTED STRUCTURAL MEMBERS TYP.
B. EXPOSED PAINTED CEILING TYP.
C. EXPOSED PANTED DUCTWORK TYP.
D. MAKEUP AIR SEE MECH.
E. CAPTIVE AIR HOOD SEE MECH.
F. EXHAUST FOR DISHWASHER SEE MECH.
G. DUMBWAITER

LEGEND

- 2x2 LED RECESSED TROFFER
- 2x4 LED RECESSED LIGHTING
- DUCT SUPPLY REGISTER
- DUCT SUPPLY DIFFUSER
- SCONCE FOR STAIRWAY

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Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant: Veronica Brooks
Signed by: Curt McCleary
Date:

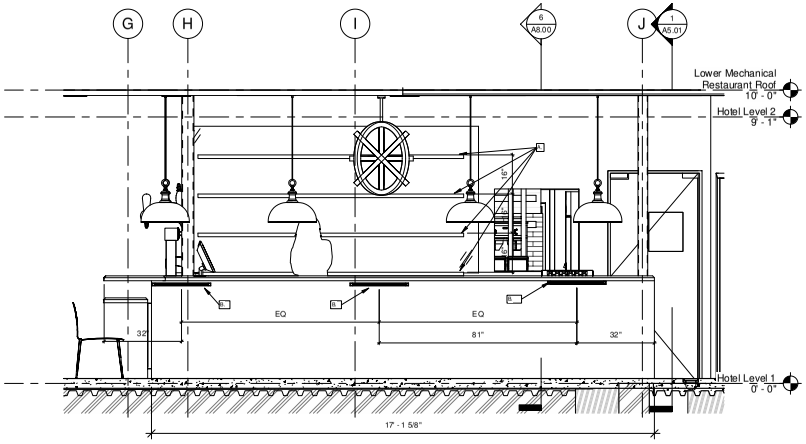
Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

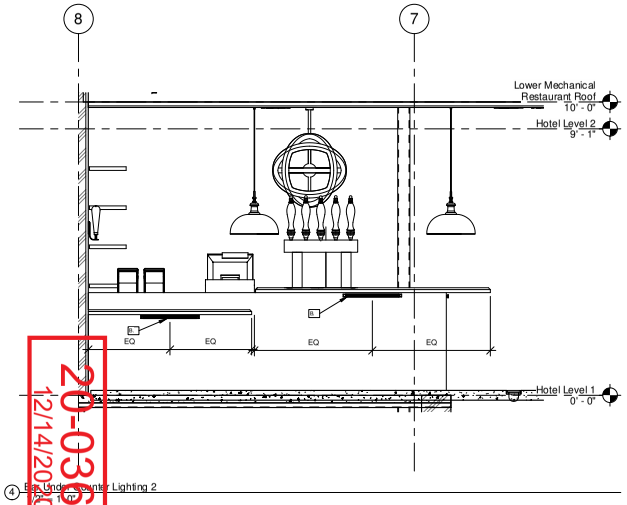
Revision Description:
Revision Date:
#

Sheet Title: Basement RCP

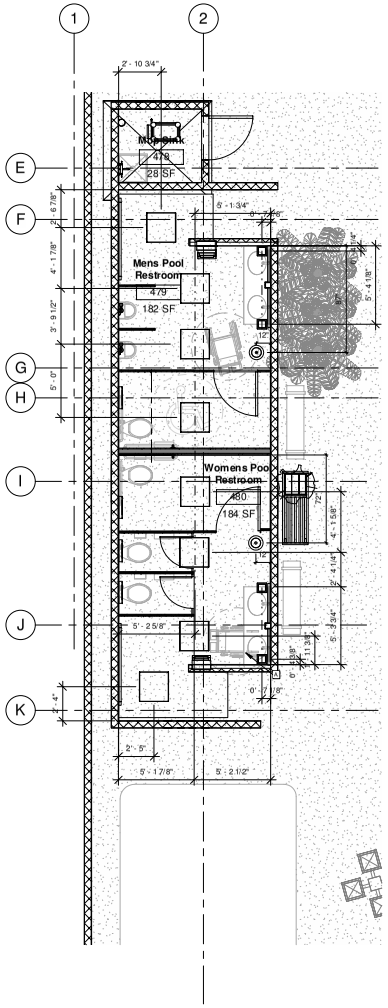
Sheet No: A7.02



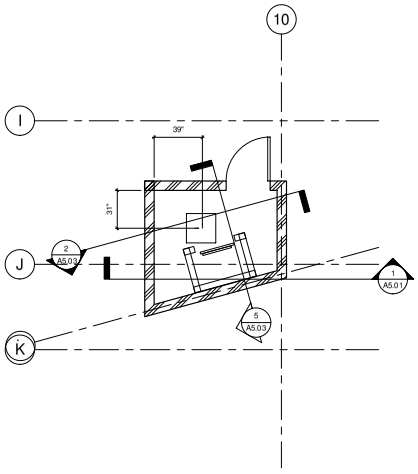
3 Bar Under Counter Lighting
1/4" = 1'-0"



4 Bar Undercounter Lighting 2
1/4" = 1'-0"



1 Pool Restroom RCP
1/4" = 1'-0"



2 Rooftop Terrace RCP
1/4" = 1'-0"

NOTES

KEYNOTES

A. LED STRIP LIGHTS TO BE INSTALLED AND RUN THE LENGTH OF THE SHELVES

B. UNDERCOUNTER LIGHTS

LEGEND

2'X2' Lamp 277 V

PENDANT

ACCLAIM LINEAR ONE EXTERIOR UNDERCOUNTER W/ ADH

CEILING SPEAKER

cmbuilders

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant:
Lifestyle Saint

Signed by: Curt McElroy

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name:
LAS VEGAS HOTEL.NET

Revision Description:

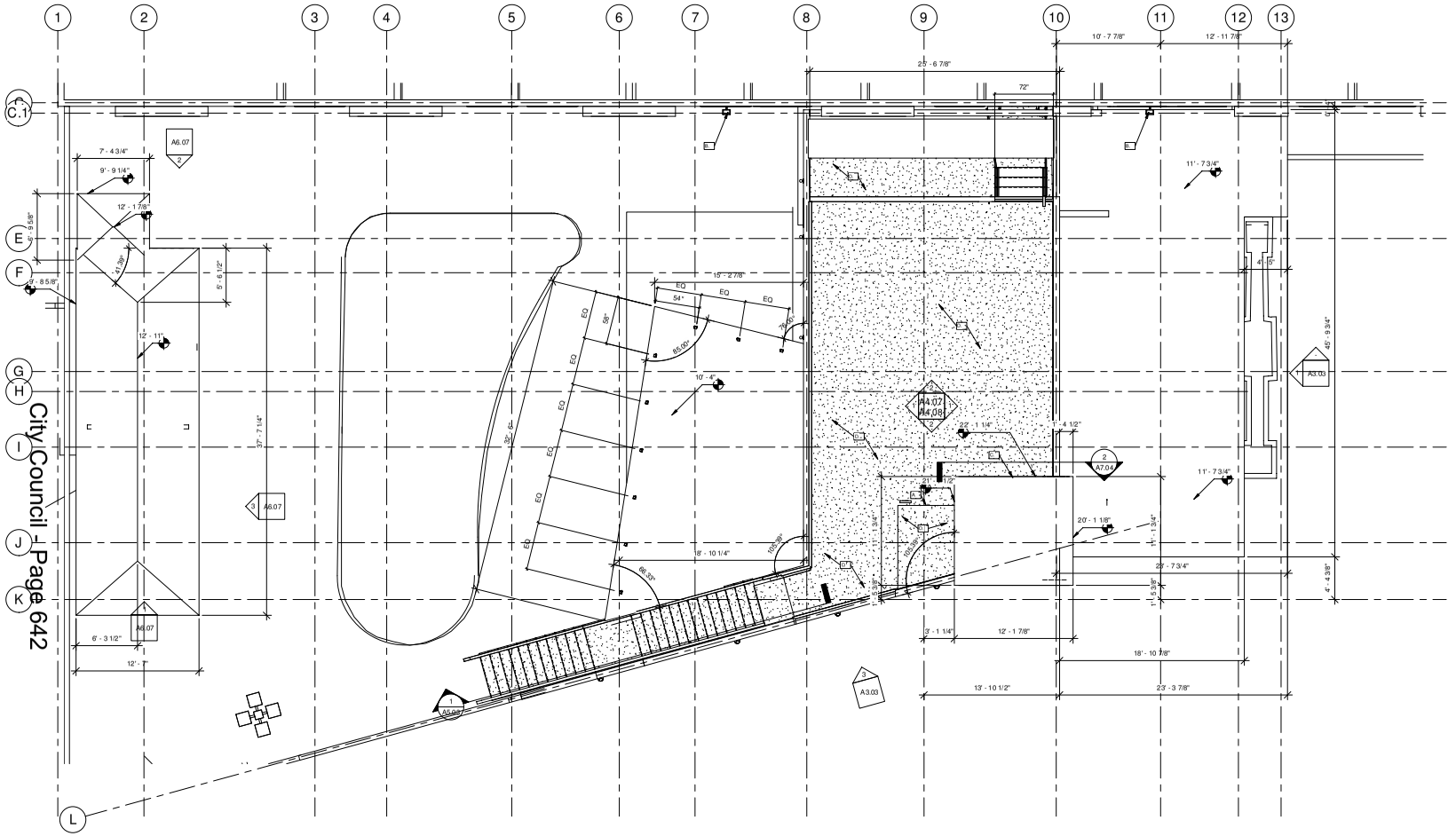
Revision Date:

Sheet Title:
Pool Restrooms RCP & Dumbwaiter RCP

Sheet No:
A7.03

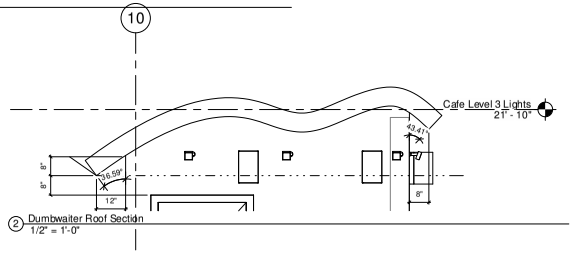
City Council - Page 641

20-0363
12/14/2020



City Council - Page 642

1 Cafe Level 1 and Pool Area ROOVES
3/16" = 1'-0"



2 Dumbwaiter Roof Section
1/2" = 1'-0"

NORTH

SCALE : 1/2 inch = 1 foot

0' 1' 2' 4' 8'
0' 1/2" 1" 2" 4"

20-0363
12/14/2020

NOTES

1. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY CONSTRUCTION MANAGER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

2. ROOF TOP PLUMBING VENTS ARE NOT SHOWN FOR CLARITY. REFER TO PLUMBING DRAWINGS FOR VTR LOCATIONS AND FURTHER INFORMATION.

KEYNOTES

A. SLOPE OF ROOF TO DRAIN ON PARKING LOT IS 2 IN 12 VIA OFFSET OF WALL STRUCTURE - SHORTER ON PARKING LOT SIDE OF DUMBWAITER HOUSING, TALLER ON PATIO SIDE.

B. EXISITING FLOOD LIGHT

C. VARYING HEIGHTS OF ROOFTOP

D. ROOFTOP TERRACE NSTALL SECOND LAYER OF ROOF MEMBRANE FOR 36" (915mm) OR GREATER FOR TRAFFIC HEAVY TRAFFICM SEAL WITH COOL DECK.

LEGEND

ACCLAIM DYNAMO DRUM HD COLOR 3000 WATTS

(E) FLOOD LIGHTS

cmbuilders

Project No:
2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant:
Veronica Brooks

Signed by: Curt McCleary

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

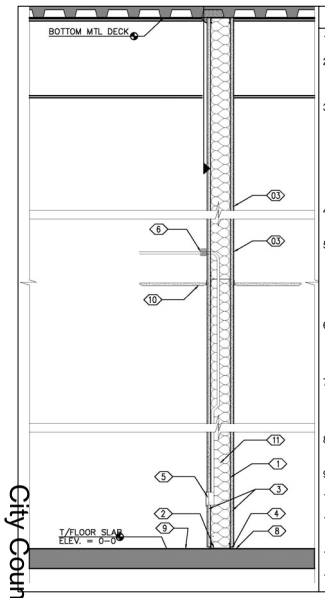
Client Name:
LAS VEGAS HOTEL.NET

Revision Description:

Revision Date:

Sheet Title:
Pool Area & Cafe Roofs

Sheet No:
A7.04

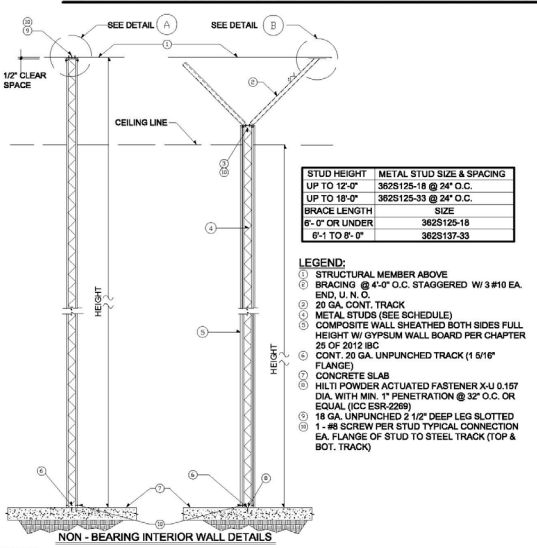


WALL SECTION KEYNOTES

1. 3 5/8" GA. METAL STUDS AT 16" O.C.
2. CONT. 20GA GALVANIZED STEEL RUNNER TRACK AT PARTITION BASE WITH MINIMUM 1" RETURN LEGS ANCHORED TO FLOOR SLAB @ 32" OC
3. 1HR FIRE RATING IN EXACT ACCORDANCE WITH U.L. DESIGN 419 (PAGE A0.05a AND PAGE A0.05b) - (1) LAYER 5/8" TYPE X FIRE CODE GYPSUM BOARD ON EACH SIDE OF STUD WALL. INSTALL W/ 1 1/4" SELF TAPPING STEEL SCREWS SPACED 8" O.C. ALONG BOARD EDGES AND 12" O.C. IN FIELD. HOLD BOTTOM EDGE OF BOARDS APPROXIMATELY 3/16" ABOVE FLOOR SLAB. SEAL JOINTS WITH 2" WIDE PAPER TAPE & PREMIXED JOINT COMPOUND APPLIED IN 2 COATS OVER JOINTS & SCRWS.
4. CONTINUOUS BEAD OF FIREPROOF CAULK IN 1/8" TO 1/4" JOINT ABOVE FLOOR AND BELOW SHEATHING
5. ELECTRICAL J-BOXES IN FIRE RATED ASSEMBLY SHALL BE STAGGERED SO AS TO AVOID MORE THAN (1) BOX IN EACH STUD CAVITY. PROVIDE NON-METALLIC OUTLET BOXES AND FITTINGS CLASSIFIED FOR FIRE RESISTANCE PER U.L. CLASSIFICATION "CEYY" OR PROVIDE METALLIC BOXES AS SPECIFICALLY REQUIRED BY LOCAL BLDG. OFFICIAL FOR USE IN FIRE-RATED PARTITIONS.
6. WHERE METAL PIPES OR CONDUITS UP TO 2" IN DIA. PENETRATE GYPSUM BOARD, SEAL PENETRATION W/ UL CLASSIFIED SEALANT CLASSIFIED TO 278V EQUIVALENT TO "G.E. PENISIL 500". REFER TO UL DESIGN #W-L-1001 PAGE A0.05b
7. WHERE STRUCTURAL MEMBER PENETRATE FIRE-RATED PARTITION, COPE GYPSUM BOARD NEATLY AROUND PENETRATING MEMBERS, CAULK RESULTING VOIDS W/ U.L. CLASSIFIED FIREPROOF SEALANT.
8. BASEBOARD AND FINISH FLOORING REQUIREMENTS PER FUTURE TENANT
9. EXISTING CONCRETE FLOOR SLAB
10. EXISTING CEILING LINE
11. PROVIDE STEEL RUNNER AND TRACK (SLIP JOINT) SECURE METAL TRACK TO UNDERSIDE OF JOIST @ 24" O.C.
12. R19 FIBERGLASS BATT INSULATION FOR SOUND ATTENUATION
13. PROVIDE DRAFTSTOP AT CEILING HEIGHT

1 WALL TYPE A
N.T.S.

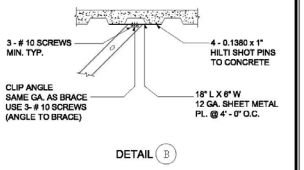
NON - BEARING STEEL STUD WALL PARTITION DETAIL TO CONCRETE DECK (2012 IBC)



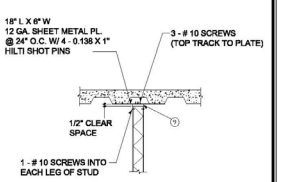
STUD HEIGHT	METAL STUD SIZE & SPACING
UP TO 12'-0"	362S125-18 @ 24" O.C.
UP TO 18'-0"	362S125-33 @ 24" O.C.
BRACE LENGTH	SIZE
6'- 0" OR UNDER	362S125-18
6'-1 TO 8'- 0"	362S137-33

LEGEND:
1. STRUCTURAL MEMBER ABOVE
2. BRACING @ 4'-0" O.C. STAGGERED W/ 3 #10 EA. END, U. N. O.
3. 20 GA. CONT. TRACK
4. METAL STUDS (SEE SCHEDULE)
5. COMPOSITE WALL SHEATHED BOTH SIDES FULL HEIGHT W/ GYPSUM WALL BOARD PER CHAPTER 25 OF 2012 IBC
6. CONT. 20 GA. UNPUNCHED TRACK (1 5/16" FLANGE)
7. CONCRETE SLAB
8. HILTI POWDER ACTUATED FASTENER X-U 0.157 DIA. WITH MIN. 1" PENETRATION @ 32" O.C. OR EQUAL (ICC ESR-2269)
9. 18 GA. UNPUNCHED 2 1/2" DEEP LEG SLOTTED
10. 1 - #8 SCREW PER STUD TYPICAL CONNECTION

NON - BEARING INTERIOR WALL DETAILS



DETAIL B

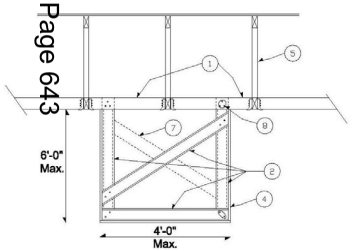


DETAIL A

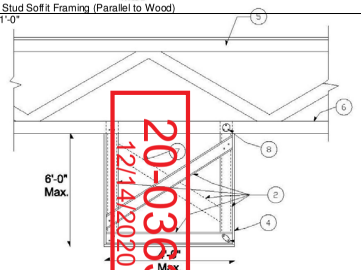
NOTES:
1) STUDS BRACED BY GYPSUM WALL BOARD EA. SIDE.
2) 5 PSF MAX. LATERAL LOAD.
3) Fy (MIN.) = 33 KSI.
4) L/120 DEFLECTION LIMIT.
5) FOR H > 18' - 0" AND BRACING > 8' - 0", SUBMIT ENGINEERING DESIGN AND DETAILS.
6) THE DETAILS SHOWN ARE INTENDED TO SERVE AS A GUIDE ONLY. THE DESIGN PROFESSIONAL MAY SUBMIT ALTERNATE DESIGN AND DETAILS THAT COMPLY WITH THE 2012 IBC.
7) NOT APPLICABLE TO SHEAR WALLS.
8) SEE ARCHITECTURAL REQUIREMENTS FOR RATED WALLS.

2 WALL TYPE B
N.T.S.

METAL STUD SOFFIT FRAMING DETAILS FOR ATTACHMENT TO WOOD TRUSSES



4 Steel Stud Soffit Framing (Parallel to Wood)
6" = 1'-0"

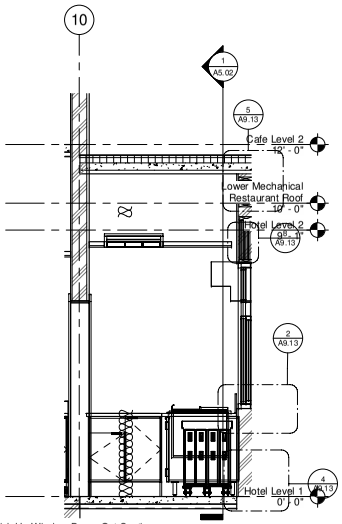


B STEEL STUD SOFFIT FRAMING (PERPENDICULAR TO TRUSSES)

Steel Stud Soffit Framing (Perpendicular to Wood)
6" = 1'-0"

LEGEND:
1. NEW 2X4 DOUGLAS FIR (LARCH) #1 OR #2 AT 24" O.C. WITH SIMPSON LU24 FACE MOUNT HANGERS (OR EQUAL) AT EACH END.
2. 362S137-33 STEEL STUDS AT 24" O.C.
3. 2 ~ #10 SCREWS AT EACH JOINT, TYPICAL.
4. GYPSUM BOARD FINISH PER ARCHITECTURAL
5. PREMANUFACTURED OPEN WEB WOOD TRUSSES AT 24" O.C.(VERIFY TYPE AND SPACING FROM EXISTING DRAWINGS OR IN THE FIELD)
6. WOOD TRUSS BOTTOM CHORD
7. ALTERNATE DIRECTION OF DIAGONAL BRACES.
8. (3) #10 SCREWS, TYPICAL

NOTES:
1. 5 PSF LATERAL LOAD
2. Fy (min.) = 33 ksi
3. MATERIALS, LOAD AND INSTALLATION SHALL COMPLY WITH THE 2012 IBC.
4. GYPSUM BOARD MATERIALS AND ACCESSORIES SHALL CONFORM TO THE APPROPRIATE STANDARDS LISTED IN TABLE 2506.2 OF THE 2012 IBC.
5. THESE DETAILS ARE GUIDELINES ONLY. THE DESIGN PROFESSIONAL MAY SUBMIT ALTERNATE DESIGN AND DETAILS THAT COMPLY WITH 2012 IBC.
6. SEE ARCHITECTURAL PLANS FOR PROPOSED SOFFIT DIMENSIONS.
7. DOES NOT APPLY TO SOFFIT FRAMING WITH DIFFERENT CONFIGURATIONS.



6 Pick Up Window Bump Out Section
1/2" = 1'-0"

City Council - Page 643
20-0363
12/14/2020

SOUTHERN NEVADA BUILDING OFFICIALS
REGIONAL STANDARDS

B-100-1
7-7-14
PG. 1 OF 2

MASONRY FENCES

Clark County	Boulder City	Henderson	Las Vegas
Dept. of Building & Fire Prevention 4701 W Russel Rd Las Vegas, NV 89118 (702) 455-3000	Building Department 401 California Avenue Boulder City, NV 89005 (702) 293-9282	Bldg & Fire Safety Dept. 240 Water Street Henderson, NV 89015 (702) 267-3650	Building & Safety Dept. 333 N. Rancho Drive Las Vegas, NV 89106 (702) 229-6251

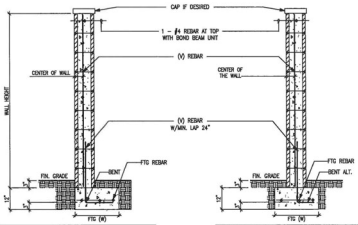
REQUIRED INSPECTIONS: (SPECIAL INSPECTION – NONE REQUIRED)
1. FOUNDATION
2. MASONRY PREGROUT
3. FINAL

GENERAL NOTES:
1. ALL WORK SHALL CONFORM TO THE IBC 2012 EDITION AS AMENDED.
2. CONCRETE BLOCK MASONRY SHALL COMPLY WITH THE FOLLOWING:
   A. CONCRETE MASONRY SHALL CONFORM TO ASTM C 90, F'm = 1500 PSI
   B. MORTAR TYPE 'M' OR 'S' PER ASTM C 270, F'm = 1500 PSI
   C. GROUT SHALL CONFORM TO ASTM C 476, MINIMUM 2000 PSI
3. THE ULTIMATE COMPRESSIVE STRENGTH REQUIRED FOR FOUNDATION CONCRETE SHALL BE OF 4000 PSI, TYPE V CEMENT, AND 0.45 WATER TO CEMENT RATIO.
4. ALL REINFORCING STEEL SHALL BE GRADE 60, ASTM A615, MIN. LAP SPLICE = 24"
5. NO WATER COURSE OR NATURAL DRAINAGE SHALL BE OBSTRUCTED. FOR RETAINING WALL, PROVIDE 10"/YT OF CLEAN COARSE GRAVEL WITH 3" DIAMETER WEEP HOLES THROUGH THE WALL AND LINED WITH PVC PIPE AT 4'-0" O.C. ALONG WALL AND PLACED 3" ABOVE THE LOWEST ADJACENT FINISHED GRADE.
6. SITE PLAN SHALL BE SUBMITTED FOR REVIEW BEFORE THE PERMIT CAN BE ISSUED
7. CONTROL JOINT SPACING AT 24 FEET (MAX). VERTICAL REBARS SHALL BE LOCATED WITHIN 16 INCHES OF THE END.
8. GROUT ALL CELLS CONTAINING REINFORCEMENT. LOWER STEM IS SOLID GROUTED.
9. 3 INCHES COVER FOR ALL REBAR IN FOOTING (TYPICAL).
10. WATERPROOF THE INSIDE FACE OF ALL RETAINING WALLS PER 1805.3 OF 2012 IBC.

DESIGN CRITERIA
IBC WITH SO. NV AMENDMENTS
WIND LOAD:
- Basic WIND SPEED = 105 MPH, EXPOSURE C
- Iw = 0.85
- Kzt = 1.0
- Kd = 0.85
- Cf = 1.4
- G = 0.85

SEISMIC LOAD:
- DESIGN SPECTRAL RESPONSE Sds = 0.518g
- SEISMIC DISTRICTS Ip = 2.5 (ASCE 7-10, T-13.5-1
- Fa = 0.240g
- SEISMIC LOAD DUE TO LATERAL EARTH PRESSURE = 10.1H^2 (LBS) THE POINT OF APPLICATION IS TAKEN AT 0.6H ABOVE THE BASE OF THE WALL WHERE H IS THE HEIGHT OF THE BACKFILL

SOIL PARAMETERS:
- SITE CLASS = D
- ALLOWABLE SOIL BEARING PRESSURE = 1000 PSF
- LATERAL EQUIVALENT FLUID PRESSURE OF 45 PSF/FT
- PASSIVE PRESSURE = 100 PSF
- COEFFICIENT OF FRICTION FOR SLIDING = .25



WALL SCHEDULE FOR WALL AT EDGE OF FOOTING

WALL HEIGHT (FT)	4'-0"	6'-0"	8'-0"	8'-0"
CMU THICKNESS (IN)	8"	8"	8"	8"
(V) REBAR #4 @	48" O.C.	24" O.C.	48" O.C.	16" O.C.
FTG REBAR	1-#4	2-#4	2-#4	3-#4
FTG (W)	1'-8"	2'-0"	2'-8"	3'-10"

WALL SCHEDULE FOR WALL AT CENTER OF FOOTING

WALL HEIGHT (FT)	4'-0"	6'-0"	8'-0"	8'-0"
CMU THICKNESS (IN)	8"	8"	8"	8"
(V) REBAR #4 @	48" O.C.	24" O.C.	48" O.C.	16" O.C.
FTG REBAR	1-#4	2-#4	2-#4	3-#4
FTG (W)	1'-4"	2'-0"	2'-0"	2'-8"

North Las Vegas	Pahrump		Clark County School District
Building Department 2250 Las Vegas Blvd. N N. Las Vegas, NV 89030 (702) 633-1577	Building & Fire Safet Dept. 250 N Hwy 160 Suite #3 Pahrump, NV 89060 (775) 751-3373		Building Department 4190 McLeod Drive, 1st Floor Las Vegas, NV 89121 (702) 799-7605

3 WALL TYPE C
3" = 1'-0"

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Tele: (702) 367-9955
www.cmbuildersnv.com

Project No
2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Design Consultant:
Veronica Brooks

Signed by: Curt McCleary

Date:

Project Name
LasVegasNet Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

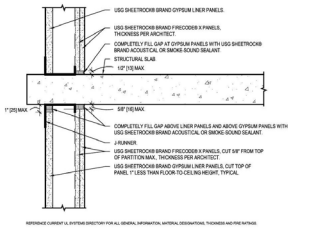
Revision Description

Revision Date

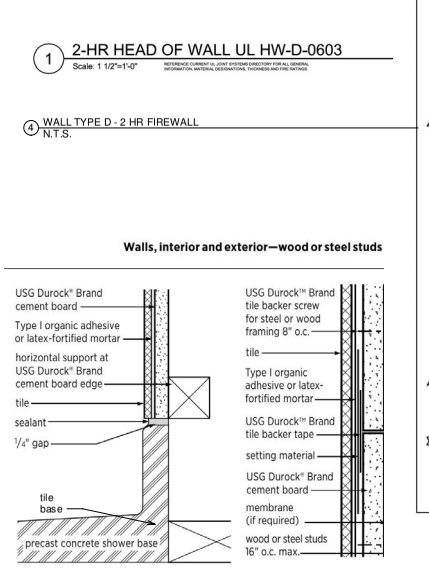
Sheet Title
Wall Types / Fire Sprinkler Soffit Detail

Sheet No:
A8.00

20-0363
12/14/2020

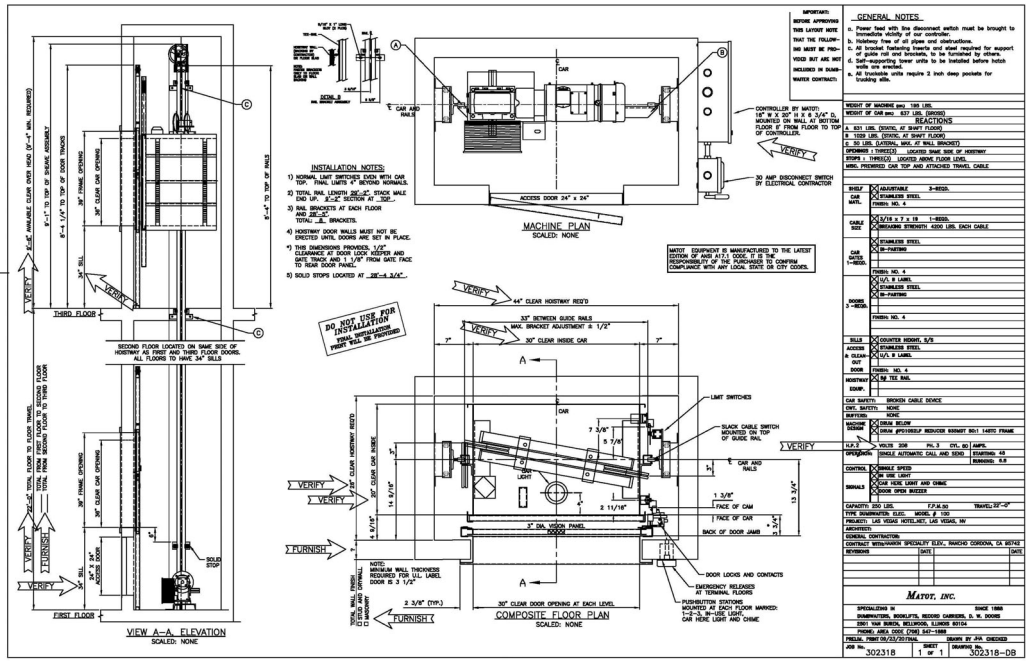


1 2-HR HEAD OF WALL UL HW-D-0603
Scale: 1 1/2"=1'-0"



4 WALL TYPE D - 2 HR FIREWALL
N.T.S.

3 WALL TYPE E - TILE WALL
N.T.S.



DUMBWAITER PLAN VIEW & SECTION
VIEW w/ 2 HR FIREWALL SPECIFIED
1 12" = 1'-0"

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Project No:
2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Design Consultant:
Veronica Brooks

Signed by: Curt McKinzy

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

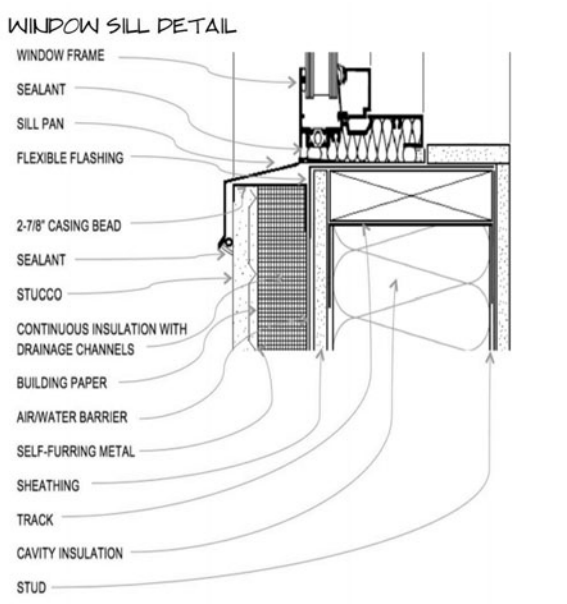
Client Name:
LAS VEGAS HOTEL.NET

Revision Description:

Revision Date:

Sheet Title:
Wall Types & Dumbwaiter

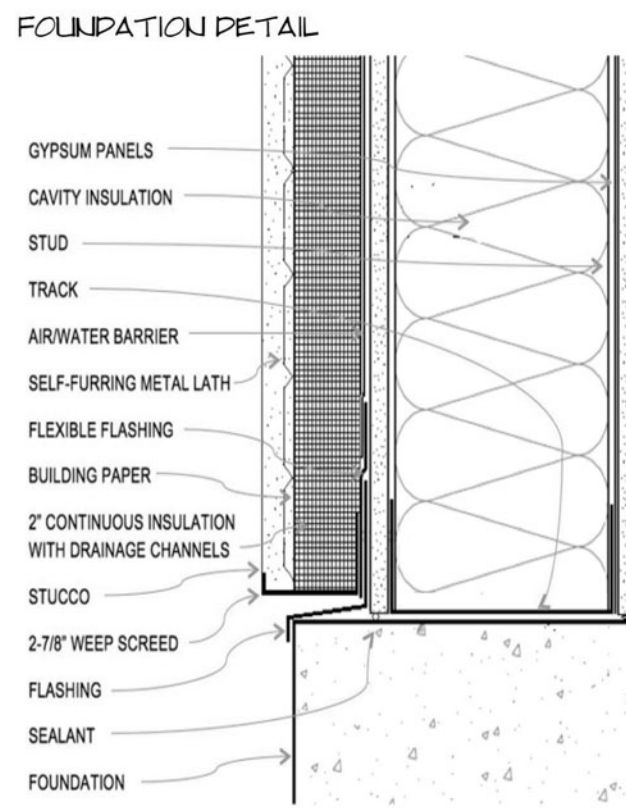
Sheet No:
A8.01



3 Wall Type F- Stucco Window Sill Section
1 1/2" = 1'-0"

GENERAL NOTES

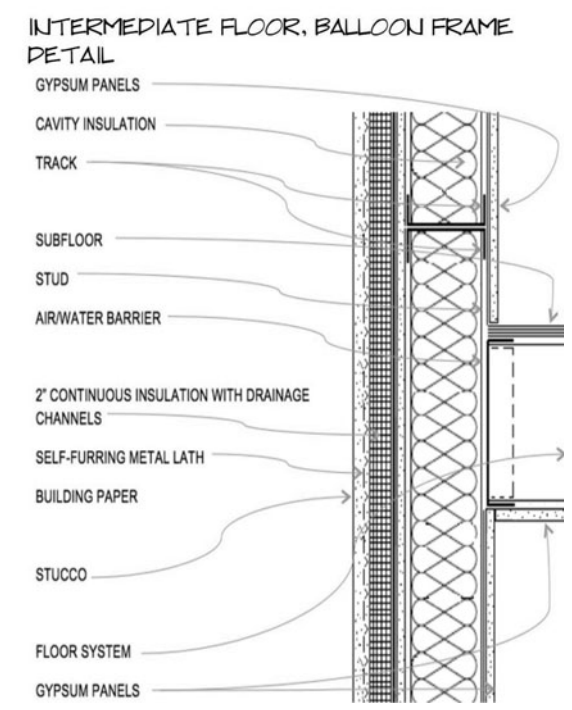
Installation of insulation shall meet the requirements of the Foam Sheathing Committee's Document TER 1205-05 (latest version) Construction Details for the Use of Foam Plastic Insulating Sheathing (FPIS) in Light-Frame Construction.
Install continuous insulation with fasteners into cold-formed steel framing members. Size, Type, and spacing of fasteners as required by foam insulation manufacturer.
Continuous Insulation shall be 2" maximum and provide shallow drainage channels per design PWA-104 from the Western Wall and Ceilings Institute.
Wrap window rough opening with appropriate flexible flashing material.
Install sill pan with positive drainage to exterior.
Check with Underwriters Laboratories for specific air/water barrier systems. Details as shown are for self-adhered or fluid-applied non-foaming membranes.
Although not a code requirement, install building paper between the stucco and the continuous insulation.
Protect corner of interior gypsum panel panels with appropriate corner reinforcement.
Stud spacing for stucco is 16" o.c. for stucco. Spacing may go to 24" o.c. if certain provisions of PWA 104 are met.
Install Cement Plaster, Lath, accessories including control joints in accordance with ASTM C 926 Standard Specification for Application of Portland Cement-Based Plaster and ASTM C 1063 Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
Follow SFIA Technical Guide for Cold-Formed Steel Framing Products for specific depth, thickness, and spacing of structural studs.
Consult with specialty structural engineer for structural stud design.
Check local codes and mechanical engineer for vapor retarder type and location.



2 Wall Type F- Stucco Foundation Section
N.T.S.

GENERAL NOTES

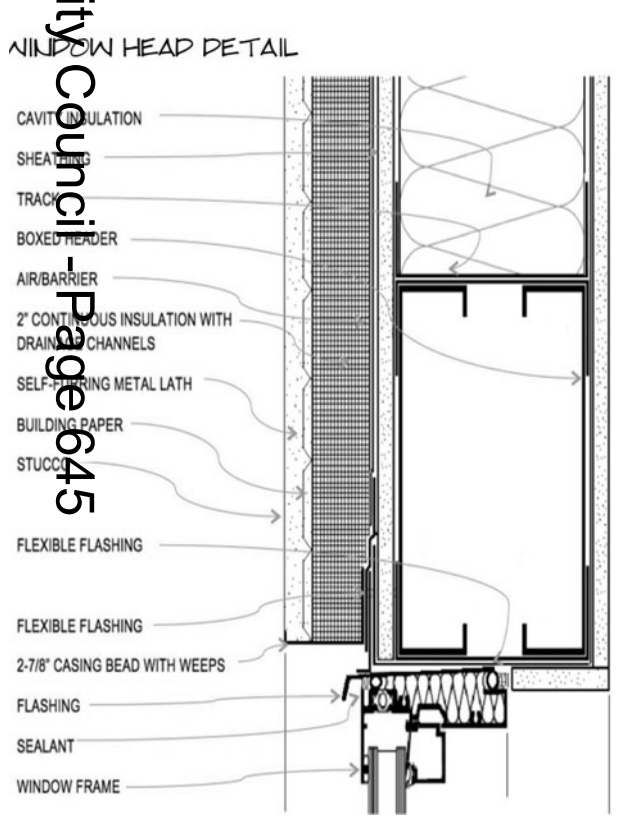
Installation of insulation shall meet the requirements of the Foam Sheathing Committee's Document TER 1205-05 (latest version) Construction Details for the Use of Foam Plastic Insulating Sheathing (FPIS) in Light-Frame Construction.
Install continuous insulation with fasteners into cold-formed steel framing members. Size, Type, and spacing of fasteners as required by foam insulation manufacturer.
Continuous Insulation shall be 2" maximum and provide shallow drainage channels per design PWA-104 from the Western Wall and Ceilings Institute.
Check with Underwriters Laboratories for specific air/water barrier systems. Details as shown are for self-adhered or fluid-applied non-foaming membranes.
Although not a code requirement, install building paper between the stucco and the continuous insulation.
Stud spacing for stucco is 16" o.c. for stucco. Spacing may go to 24" o.c. if certain provisions of PWA 104 are met.
Install Cement Plaster, Lath, accessories including control joints in accordance with ASTM C 926 Standard Specification for Application of Portland Cement-Based Plaster and ASTM C 1063 Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
Follow SFIA Technical Guide for Cold-Formed Steel Framing Products for specific depth, thickness, and spacing of structural studs.
Consult with specialty structural engineer for structural stud system design.
Check local codes and mechanical engineer for vapor retarder type and location.
Provide termite separation as required by local code.
Foundation insulation omitted for clarity. Follow local energy code requirements.



1 Wall Type F- Stucco Intermediate Floor Balloon Frame
N.T.S.

GENERAL NOTES

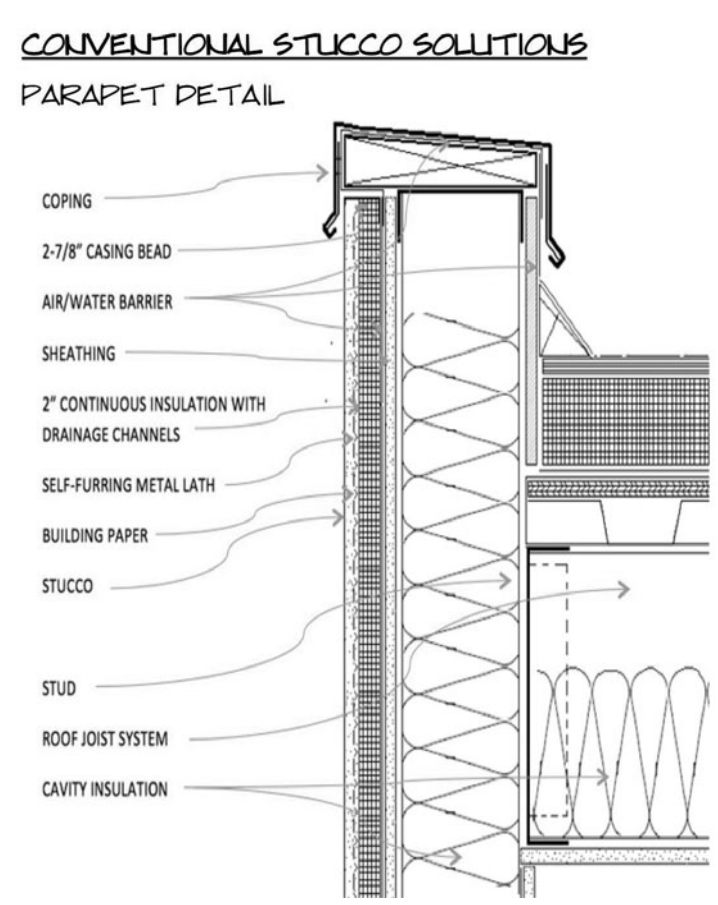
Installation of insulation shall meet the requirements of the Foam Sheathing Committee's Document TER 1205-05 (latest version) Construction Details for the Use of Foam Plastic Insulating Sheathing (FPIS) in Light-Frame Construction.
Install continuous insulation with fasteners into cold-formed steel framing members. Size, Type, and spacing of fasteners as required by foam insulation manufacturer.
Continuous Insulation shall be 2" maximum and provide shallow drainage channels per design PWA-104 from the Western Wall and Ceilings Institute.
Check with Underwriters Laboratories for specific air/water barrier systems. Details as shown are for self-adhered or fluid-applied non-foaming membranes.
Although not a code requirement, install building paper between the stucco and the continuous insulation.
Stud spacing for stucco is 16" o.c. for stucco. Spacing may go to 24" o.c. if certain provisions of PWA 104 are met.
Install Cement Plaster, Lath, accessories including control joints in accordance with ASTM C 926 Standard Specification for Application of Portland Cement-Based Plaster and ASTM C 1063 Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
Follow SFIA Technical Guide for Cold-Formed Steel Framing Products specific depth, thickness, and spacing of structural studs and floor system.
Consult with specialty structural engineer for structural stud/floor system design.
Check local codes and mechanical engineer for vapor retarder type and location.



4 Stucco Window Head Section
3/4" = 1'-0"

GENERAL NOTES

Installation of insulation shall meet the requirements of the Foam Sheathing Committee's Document TER 1205-05 (latest version) Construction Details for the Use of Foam Plastic Insulating Sheathing (FPIS) in Light-Frame Construction.
Install continuous insulation with fasteners into cold-formed steel framing members. Size, Type, and spacing of fasteners as required by foam insulation manufacturer.
Continuous Insulation shall be 2" maximum and provide shallow drainage channels per design PWA-104 from the Western Wall and Ceilings Institute.
Provide air/water barrier compatible to selected finish. Air/water barrier to be continuous. Details as shown are for self-adhered or fluid-applied non-foaming membranes.
Cavity insulation in boxed header removed for clarity.
Wrap window rough opening with appropriate flexible flashing material.
Check with Underwriters Laboratories for specific air/water barrier systems.
Although not a code requirement, install building paper between the stucco and the continuous insulation.
Protect corner of interior gypsum panel panels with appropriate corner reinforcement.
Stud spacing for stucco is 16" o.c. for stucco. Spacing may go to 24" o.c. if certain provisions of PWA 104 are met.
Install Cement Plaster, Lath, accessories including control joints in accordance with ASTM C 926 Standard Specification for Application of Portland Cement-Based Plaster and ASTM C 1063 Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
Follow SFIA Technical Guide for Cold-Formed Steel Framing Products for specific depth, thickness, and spacing of structural studs.
Consult with specialty structural engineer for structural stud and box header design.
Check local codes and mechanical engineer for vapor retarder type and location.



6 Stucco Parapet Detail
3" = 1'-0"

GENERAL NOTES

Installation of insulation shall meet the requirements of the Foam Sheathing Committee's Document TER 1205-05 (latest version) Construction Details for the Use of Foam Plastic Insulating Sheathing (FPIS) in Light-Frame Construction.
Install continuous insulation with fasteners into cold-formed steel framing members. Size, Type, and spacing of fasteners as required by foam insulation manufacturer.
Continuous Insulation shall be 2" maximum and provide shallow drainage channels per design PWA-104 from the Western Wall and Ceilings Institute.
Provide air/water barrier compatible to selected finish. Air/water barrier to be continuous from face of exterior wall, over parapet, and onto roof membrane. Details as shown are for self-adhered or fluid-applied non-foaming membranes.
Check with Underwriters Laboratories for specific air/water barrier systems.
Although not a code requirement, install building paper between the stucco and the continuous insulation.
Face of coping shall extend a minimum of 2-1/2" over stucco finish material.
Stud spacing for stucco is 16" o.c. for stucco. Spacing may go to 24" o.c. if certain provisions of PWA 104 are met.
Install Cement Plaster, Lath, accessories including control joints in accordance with ASTM C 926 Standard Specification for Application of Portland Cement-Based Plaster and ASTM C 1063 Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
Follow SFIA Technical Guide for Cold-Formed Steel Framing Products for specific depth, thickness, and spacing of structural studs and roof joists.
Consult with specialty structural engineer for structural stud and roof design.
Check local codes and mechanical engineer for vapor retarder type and location.

20-0363
12/14/2020

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Project No: 2019355.19
Design/Build Contractor
CM Builders
NV LICENSE # 0054964
Designed Consultant: Veronica Brooks
Signed by: Curt McClincy
Date:
Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109
Client Name: LAS VEGAS HOTEL.NET
Revisions
#	Revision Date	Revision Description
Sheet Title: Wall Details
Sheet No: A8.02

Window Schedule

Type Mark	R.O. Width	R.O. Height	Type	Manufacturer	Model	Material	Glazing Thickness	Glazing Type	Head Height
18	3' - 0"	6' - 0"	Fixed	Oldcastle	Solarbronze	Aluminum	1/4" double pane	Tempered	7' - 3"
22	5' - 0"	4' - 0"	Casement Dbl with Trim	ThermaStar	10 Series	Vinyl	Double Pane	Left Operable	7' - 0

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Date:

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2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

Revisions
#	Revision Date	Revision Description

Sheet Title: Door Schedule (cont. 2)
Sheet No: A9.01

Door Schedule 2

Door Number	Door Width	Door Height	Door Thickness	Door Material	Door Finish	Under Cut	Fire Rating	Hardware	Frame Type	Frame Material	Frame Finish	Jamb	Head	Phase Created	LOCATION
151	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
152	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
153	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
154	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
155	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
156	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
157	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
158	2' - 6"	6' - 8"	2"	Metal	Painted White	1/2"	NONE	Hardware #6	Timely	Metal	Painted White	Metal	Metal	Build Restaurant	
159	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
160	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
161	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
162	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
163	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
164	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
165	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
166	3' - 3"	7' - 9 1/2"	1/2"	Tempered	Glass		NONE	Hardware #8	Frameless	Glass	Glass	Metal	Steel	New Site Work	Entry
166	3' - 1"	7' - 9 1/2"	1/2"	Tempered	Glass		NONE	Hardware # 8	Frameless	Glass	Glass	Metal	Steel	New Site Work	Entry
167	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
168	3' - 0"	7' - 2"		SC WOOD	Steel		1HR	Hardware #9	Metal	Metal	Metal			New Site Work	Kitchen
169	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
170	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
171	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
172	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
173	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
174	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
175	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
176	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
177	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
178	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
179	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR		Timely	Metal	Painted White	Metal	Metal	Existing	
180	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
181	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	Storage
183	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
187	3' - 0"	6' - 8"	2"	SC WOOD	Painted Blue	1/2"	1 HR							New Site Work	DUMB WAITER
189	3' - 0"	7' - 0"	2"		Painted White		1 HR	Hardware #6		Metal	Painted Blue			New Site Work	
211	2' - 10"	6' - 0"	2"				NONE							New Site Work	
216	3' - 0"	7' - 2"		SC WOOD	Steel		1HR	Hardware #9	Metal	Metal	Metal			New Site Work	Kitchen
221	2' - 4"	7' - 0"	1 3/4"											New Site Work	
222	2' - 4"	7' - 0"	1 3/4"											New Site Work	
224	3' - 0"	7' - 2"		SC WOOD	Steel		1HR	Hardware #9	Metal	Metal	Metal			New Site Work	Kitchen
225	3' - 0"	6' - 8"	2"											New Site Work	
226	3' - 0"	6' - 8"	1 3/4"				NONE							New Site Work	
227	3' - 0"	6' - 8"	1 3/4"				NONE							New Site Work	
228	5' - 8"	6' - 8"	2"	Metal	Glass				Metal	Brushed Nickle				New Site Work	Cafe Entry
248	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
249	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
250	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
251	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
252	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
253	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	

Door Schedule 2

Door Number	Door Width	Door Height	Door Thickness	Door Material	Door Finish	Under Cut	Fire Rating	Hardware	Frame Type	Frame Material	Frame Finish	Jamb	Head	Phase Created	LOCATION
254	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
255	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
256	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
257	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
258	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
259	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
260	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
261	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
262	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
263	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
264	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
265	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
266	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
267	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
268	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
269	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
270	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
271	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
272	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
273	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
274	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
275	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
276	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
277	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
278	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
279	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
280	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
281	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
282	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
283	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
284	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
285	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
286	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
287	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
288	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
289	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
290	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
291	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
292	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
293	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
294	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
295	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
296	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
297	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
298	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
299	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
300	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
301	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
302	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
303	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
304	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
305	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
306	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
307	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
308	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	

Door Schedule 2

Door Number	Door Width	Door Height	Door Thickness	Door Material	Door Finish	Under Cut	Fire Rating	Hardware	Frame Type	Frame Material	Frame Finish	Jamb	Head	Phase Created	LOCATION
309	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	Existing	
310	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
311	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
312	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
315	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
320	3' - 0"	7' - 0"	2"	Metal	Painted White	0	1HR	Hardware #1	Welded	Metal	Painted White	Metal	Metal	Build Restaurant	
329	2' - 6"	6' - 8"	2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	Existing	
330	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #6	Timely	Metal	Painted White	Metal	Metal	Existing	
333	3' - 0"	7' - 0"	2"	Glass	Painted White	0	1 HR	Hardware #2	Welded	Metal	Painted White	Metal	Metal	Existing	
334	3' - 0"	7' - 0"	2"	Glass	Painted White	0	1HR	Hardware #2	Welded	Metal	Painted White	Metal	Metal	Existing	
336	2' - 10"	6' - 0"	2"	Metal	Painted White	0	NONE	Hardware #5	Welded	Metal	Painted White	Metal	Metal	New Site Work	
337	3' - 0"	7' - 0"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #2	Timely	Metal	Painted White	Metal	Metal	Existing	
338	3' - 0"	7' - 0"	2"	Metal	Painted White	1/2"	1 HR	Hardware #2	Timely	Metal	Painted White	Metal	Metal	Existing	
339	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #2	Timely	Metal	Painted White	Metal	Metal	Existing	
340	3' - 0"	6' - 8"	2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #2	Timely	Metal	Painted White	Metal	Metal	Existing	

DOOR HARDWARE SCHEDULE

HARDWARE #1
(1) Threshold - Aluminum
(1) Sweep - Brush
(3) Ball bearing hinges - (2) Spring Closers
(1) Onity - Lever w/ electrictronic lock
(1) Lever w/ manual privacy lock

HARDWARE #2
(1) Threshold - Aluminum
(1) Sweep - Brush
(3) Hinges
(1) Door Closer
(1) Door Paddle Handle
(1) Standard Panic Push Bar

HARDWARE #8
(1) Threshold - Aluminum
(1) Sweep - Brush
(3) Hinges
(1) Door Paddle Handler

HARDWARE #3
(1) Threshold - Aluminum
(1) Sweep - Brush
(3) Hinges
(1) Door Closer
(1) Door Paddle Handle
(1) Standard Non-Panic Push Bar

HARDWARE #4
(3) Hinges
(1) Door Closer
(1) Lever w/ key lock
(1) Level w/ manual privacy lock

HARDWARE #9
(1) Threshold - Ceramic Tile
(3) Hinges
(1) Door Paddle Handle
(2) Kick Plates
(2) Standard Push Plates

HARDWARE #5
(3) Hinges
(1) Door Closer
(1) Onity Lever w/ electronic lock
(1) Flush Panic

HARDWARE #7
(2) Hinges
(1) Door knob w/ pinhole unlock
(1) Door knob w/ manual lock

20-0363
12/14/2020

Door Schedule

Door Number	Width	Height	Thickness	Material	Finish	Under Cut	Fire Rating	Hardware	Type	Frame Material	Frame Finish	Jamb	Head	Comments	Phase Created
BATHROOM															
41	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
42	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
43	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
44	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
45	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
46	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
48	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
50	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
51	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
53	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
54	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
55	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
74	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
75	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
76	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
77	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
78	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
79	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
80	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
81	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
82	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
83	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
84	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
85	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
86	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
87	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
88	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
89	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
116	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
117	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
120	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
121	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
124	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
125	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
128	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
129	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
132	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
133	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
136	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
137	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
140	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
141	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
144	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
145	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
149	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
150	2' - 6"	6' - 8"	0' - 2"	HC WOOD	Painted White	1/2"	NONE	Hardware #7	Timely	Metal	Painted White	Metal	Metal	BATHROOM	Existing
EXIT - BASEMENT															
10	3' - 0"	7' - 0"	0' - 2"	Metal	Painted White	0		Hardware #4	Welded	Metal	Painted White	Metal	Metal	EXIT - BASEMENT	Build Restaurant
Hotel Elec.															
71	6' - 0"	6' - 10"	0' - 1 3/4"	Metal	Painted White	0	1HR	Hardware #6	Welded	Metal	Painted White	Rubber	Metal	Hotel Elec.	Existing
HOTEL ROOM															
57	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
58	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
59	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing

20-0363
12/14/2020

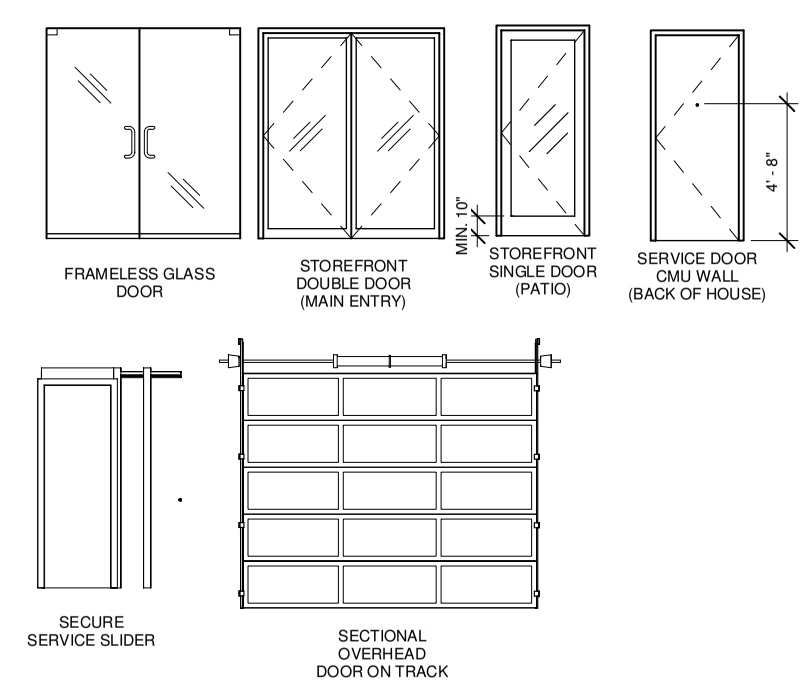
Door Schedule

Door Number	Width	Height	Thickness	Material	Finish	Under Cut	Fire Rating	Hardware	Type	Frame Material	Frame Finish	Jamb	Head	Comments	Phase Created
61	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
62	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
63	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
64	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
65	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
66	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
67	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
68	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
69	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
70	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
90	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
91	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
92	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
93	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
96	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
97	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
98	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
99	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
100	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
101	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
103	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
104	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
105	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
106	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
107	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
108	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
109	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
118	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
119	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
122	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
123	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
126	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
127	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
130	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
131	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
134	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
135	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
138	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
139	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
142	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
143	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
146	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
147	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
148	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #1	Timely	Metal	Painted White	Metal	Metal	HOTEL ROOM	Existing
Laundry Ext															
52	3' - 0"	7' - 0"	0' - 2"	Metal	Painted White	0	1 HR	Hardware #6	Welded	Metal	Painted black	Metal	Metal	Laundry Ext	Existing
POOL EQUIP															
47	6' - 0"	6' - 10"	0' - 1 3/4"	Metal	Painted White	0	1HR	Hardware #6	Welded	Metal	Painted black	Metal	Metal	POOL EQUIP	Existing
PUBLIC RESTROOM DOOR															
95	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #4	Timely	Metal	Painted White	Metal	Metal	PUBLIC RESTROOM DOOR	New Site Work
102	3' - 0"	6' - 8"	0' - 2"	SC WOOD	Painted White	1/2"	1 HR	Hardware #4	Timely	Metal	Painted White	Metal	Metal	PUBLIC RESTROOM DOOR	New Site Work
REFRIGERATOR															
20	3' - 0"	7' - 0"	0' - 2"	REFRIG	REFER	0	1 HR	LEVER	MECHANICAL	Metal	REFER	Metal	Metal	REFRIGERATOR	Build Restaurant
21	3' - 0"	7' - 0"	0' - 2"	REFRIG	REFER	0	1 HR	LEVER	MECHANICAL	Metal	REFER	Metal	Metal	REFRIGERATOR	Build Restaurant
RESTAURANT															

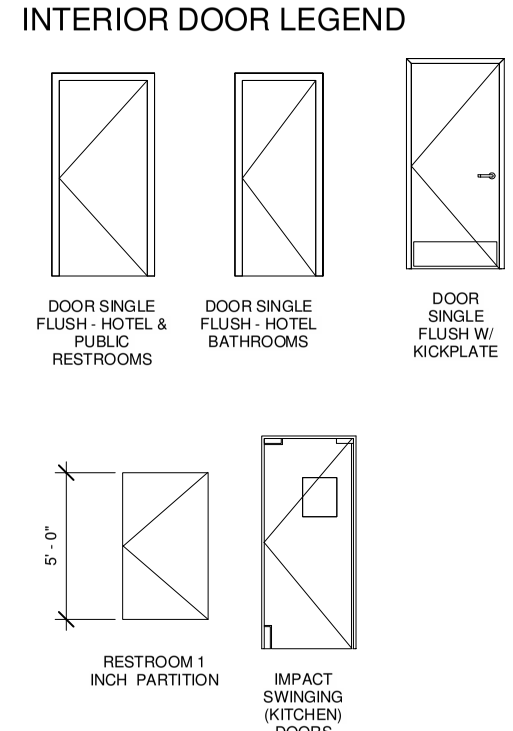
Door Schedule

Door Number	Width	Height	Thickness	Material	Finish	Under Cut	Fire Rating	Hardware	Type	Frame Material	Frame Finish	Jamb	Head	Comments	Phase Created
7	8' - 0"	8' - 0"	0' - 1 3/4"	Metal	Stainless Steel	0	NONE	Whisper Drive Opener	Roll up Garage Door	Stainless Steel	Painted White	Metal	Metal	RESTAURANT	Build Restaurant
8	3' - 0"	7' - 0"	0' - 0 1/2"	Glass	Glass	0	NONE	Hardware #3	Metal	Aluminum	frameless	frameless	frameless	RESTAURANT	Build Restaurant

EXTERIOR DOOR LEGEND



INTERIOR DOOR LEGEND



cmbuilders
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NV # 0054968

Project No: 2019355.19
Design/Build Contractor
CM Builders
NV LICENSE # 0054964
Designed Consultant: Veronica Brooks
Signed by: Curt McClincy
Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

Revisions
#	Revision Date	Revision Description

Sheet Title: Door Schedule
Sheet No: A9.02

Kitchen and Bar Equipment								
CALLOUT	DESCRIPTION	MAKE	MODEL	VOLTS	AMPS	HP	GAS	SHEET
A	PREP SINK	REGENCY	600DI120I2	N/A	N/A	N/A	N/A	A0.19
B	DISH WASHER	NOBLE	NOBLE HT-180	208 / 3PH	46.3	1 HP	N/A	A0.19
C	DISH TABLE	REGENCY	600DTP10	N/A	N/A	N/A	N.A	A0.19
D	REACH IN REFRIGERATOR	AVANTCO	178CD1RR	120 / 1PH	7.4	N/A	N/A	A0.19
E	6 BURNER GAS RANGE OVEN AND GRIDDLE	COOKING PERFORMANCE...	60-CPGV-6B-24G-S26	N/A	N/A	N/A	280,000 BTU	A0.19
F	CHAR BROILER	BAKERS PRIDE	CH-6	N/A	N/A	N/A	108,000 BTU	A0.19
G	GAS FRYER	VULCAN	LG300	N/A	N/A	N/A	90,000 BTU	A0.19
H	HAND SINK	EAGLE GROUP	WS14-15	N/A	N/A	N/A	N/A	A0.19
I	PIZZA OVEN	BAKERS PRIDE	P44S	208 / 3PH	25	N/A	N/A	A0.19
J	3 COMPARTMENT SINK	REGENCY	600S31014212	N/A	N/A	N/A	N/A	A0.19
K	3 GLASS DOOR REFRIGERATOR	TURBO AIR	MSR-72G-1	115 / 1PH	11	2/3 HP	N/A	A0.19
L	WALK IN COMBO FRIDGE	COLDRITE	CUSTOM	208 / 3PH	30	2.5 HP	16000 BTU	A0.19
M	WALK IN COMBO FREEZER	COLDRITE	CUSTOM	208 3PH	30	3.1 HP	14000 BTU	A0.19
N	UNDERCOUNTER REFRIGERATOR	AVANTCO	178TUC27R	120 / 1PH	4.6	N/A	N/A	A0.19
O	ICE MACHINE	JES RESTAURANT EQUIPMENT	IY-0324A/B-400/K-00365	120 / 1PH	11.5	N/A	N/A	A0.19
P	UNDERCOUNTER PREP	ARCTIC AIR	AST48R	120 / 1PH	7	N/A	N/A	A0.19
Q	HOOD	CAPTIVE AIR	5424ex-2-psp-f	SEE MECH	SEE MECH	SEE MECH	SEE MECH	M 0.1-M 0.6
R	PREP TABLE	REGENCY	600T3072G	N/A	N/A	N/A	N/A	A0.19
S	SPEED BAR UNDERBAR LIQUOR WORKSTATION	KROWNE	KR18-660C-10	N/A	N/A	N/A	N/A	A0.19
T	BAR DISHWASHER	JACKSON	DELTA 1200	208 / 1PH	15	1/10 HP	N/A	A0.19
U	LOCKABLE REFRIGERATOR	BEVERAGE-AIR	BB48GSY-1-B	115 / 1PH	15	N/A	N/A	A0.19
V	BAR 3 COMPARTMENT SINK	KROWNE	KR18-53C	N/A	N/A	N/A	N/A	A0.19

PLUMBING FIXTURE SCHEDULE - "P"

DESIGN ID	COUNT	DESCRIPTION	RESP.	COMMENTS
335	1			
DRAIN				
10294	9	DRAIN - FLOOR SINK SQUARE - 12IN 305MM		ZURN FD2372-H, A.R.E. FLOOR SINK WITH 6" SUPM DEPTH AND 1/2 GRATE.
10726	9	FLOOR SINK - GRATE HALF SQUARE - 12IN 305MM		ZURN FD2372-H, A.R.E. FLOOR SINK WITH 6" SUPM DEPTH AND 1/2 GRATE.
FAUCET				
10152	2	FAUCET - DOUBLE LABORATORY WITH BENT RISER SPOUT		
10153	2	FAUCET - WATER TOWER - 12IN 305MM		
10215	4	FAUCET - DOUBLE LABORATORY WITH SWING SPOUT		
10447	3	FAUCET - PRE RINSE SPRAYER WALL MOUNTED		1.2 GPM FLOW RATE
10804	3	FAUCET - PRE RINSE SWING SPOUT		
10874	2	FAUCET - HOT WATER DISPENSER GOOSENECK		
10922	2	FAUCET - MOP SINK WALL MOUNTED		
10943	3	FAUCET - SINGLE LABORATORY WITH SWING SPOUT		
11003	1	FAUCET - DIPPERWELL		
11032	1	FAUCET - DOUBLE JOINTED SWING SPOUT		
SINK				
10505	3	SINK - RINSE DROP IN - 27X20IN 685X510MM		
10549	2	SINK - RINSE DROP IN SST - 12X20IN 305X510MM		
10731	1	SINK - 3 COMP WORK SST - LH - 91IN 2310MM		
10871	1	SINK - RINSE SST - 14X16 IN 355X405MM		
10995	2	SINK - MOP - 24X24 IN 610X610MM		
13700	2	SINK - 3 COMP WORK SST - 105 IN 2665MM		
13770	1	SINK - 2 COMP CORNER WORK - 44.5 IN x 19.5 Dx16 guage		
TOILET				
12951	7	TOILET TANKLESS EFFICIENT SINGLE FLUSH		SLOAN MODEL ST-2020-1.28, ADA COMPLIANT VITEROUS CHINA WATER CLOSET, WHITE, PROVIDE WITH CHURCH COMMERCIAL 295CT TOILET SEAT

SPECIALTY EQUIPMENT SCHEDULE - "E"

DESIGN ID	COUNT	DESCRIPTION	COMMENTS
6454	1		
10362	1	Ice - Machine 1000lb	
10439	2	CUP DISPENSER GRANDE VENTI HOT HORIZONTAL	
10788	4	CUP DISPENSER TALLHOT HORIZONTAL	
10890	1		Underbar Ice Bin 4 ft w x 2 ft d
11055	2	CUP DISPENSER GRANDE VENTI COLD HORIZONTAL	
12410	1	Double-Deck Convection Oven	Solid State Controls
12412	1	2.5" Chattmroller	
12420	1	60" Range - 6 Burners 24" Griddle Broiler - 1 Standard Oven 1 Convection Oven	
12425	1	Fryer	Computer Controls
12660	1	60" UNDERCABINET REFRIGERATOR	
12880	1	SOLID DOOR REACH-IN REFRIGERATOR	SINGLE DOOR
12885	1	SOLID DOOR REACH-IN FRIDGE/FREEZER	DOUBLE DOOR
14088	1	Freezer Chest 9.6 c.u. ft	
65880	3		
COOLING			
10267	1	FRIDGE UNDERCOUNTER 1 DOOR - 27IN 685MM	
10473	2	FRIDGE UNDERCOUNTER 2 DOOR - 48IN 1220MM	
14064	1	FRIDGE UNDERCOUNTER 1 DOOR WITH LOCK - 27IN 685MM	
EQUIPMENT			
10312	1	BREWER SINGLE SOFT HEAT WARMING STAND	
10312	1	BREWER SOFT HEAT WARMING STAND SINGLE	
10724	1	GRINDER GRINDMASTER	
10746	1	BREWER DUAL SOFT HEAT	
10856	2	BREWER SERVER SOFT HEAT	
11070	1	UNDER 3 COMP SANITIZER	
11275	1	DISHWASHER LOW TEMP	
12407	1	OVEN TURBOCHEF NEXT GENERATION	
12508	4	BLENDER QUIET MODEL ON COUNTER	
12694	1	ESPRESSO MACHINE MASTRENA	
FOOD CASE			
10154	2	FOOD CASE - STACKED - 54IN 1370MM - BLACK	
ICE			
10344	4	ICE - BIN DROP IN 90LB 40KG	
10880	1	ICE - BIN 1000LB	
OTHER			
10091	1	CUP DISPENSER TALL HOT VERTICAL	
10305	1	TRASH DROP RING LINER SQUARE - BLACK	
10396	1	CUP DISPENSER SHORT HOT VERTICAL	
10411	2	DISH DISPENSER DROP IN - 8IN 205MM	
10439	2	CUP DISPENSER GRANDE VENTI HOT HORIZONTAL	
10501	2	FIRE EXTINGUISHER	
10555	2	DISH DISPENSER DROP IN - 9IN 230MM	
10757	1	CUP DISPENSER TALL COLD HORIZONTAL	
10769	4	RESTROOM GRAB BAR VERTICAL - 18IN 455MM	
10788	1	CUP DISPENSER TALL HOT HORIZONTAL	
10791	2	CUP DISPENSER GRANDE VENTI COLD VERTICAL	
10855	2	CUP DISPENSER GRANDE VENTI HOT VERTICAL	
10858	1	CUP DISPENSER TALL COLD VERTICAL	
10947	2	SOAP DISPENSER WALL MOUNTED	
10977	3	PAPER TOWEL DISPENSER FULL SIZE - TRANSLUCENT GRAY	
11055	2	CUP DISPENSER GRANDE VENTI COLD HORIZONTAL	
13330	1	MOBILE CUP DISPENSER CADDY	
13584	1	CUP DISPENSER TRENTA COLD VERTICAL	
STORAGE			
10149	1	DT LID SHELF WALL MOUNTED	
10222	1	WIRE SHELF GRID AT SINK	
10698	1	MOP RACK WITH 3 HOLDERS	
13578	2	DISHWARE DRYING RACK - 21IN 535MM	
19476	2	5 COMP LOCKER - 12IN 305MM	

City Council - Page 649

0363
4/2020

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Project No.: 2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

Project Name:
Las Vegas Nev Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

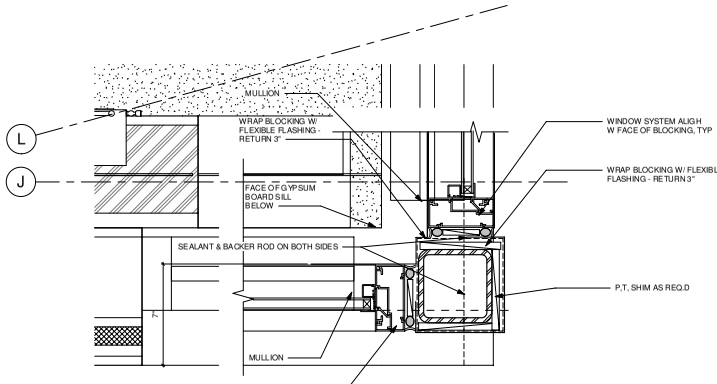
Client Name:
LAS VEGAS HOTEL.NET

Revisions:

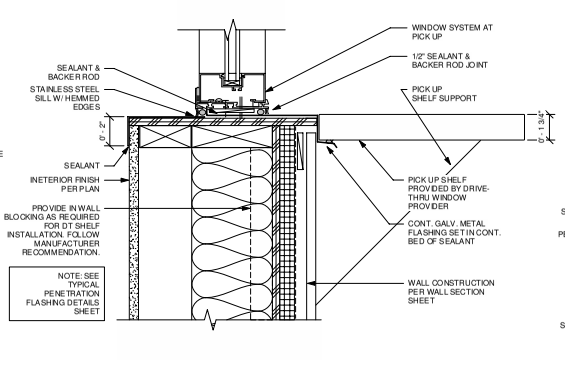
#	Revision Date	Revision Description
1	04/06/2017	Replace Prelim Set with Permit Set

Sheet Title:
Schedules

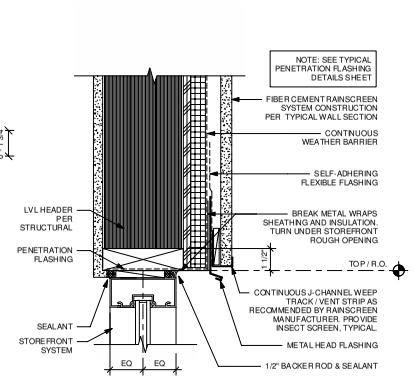
Sheet No:
A9.05



1 Pick-Up Window Corner Detail
3" = 1'-0"

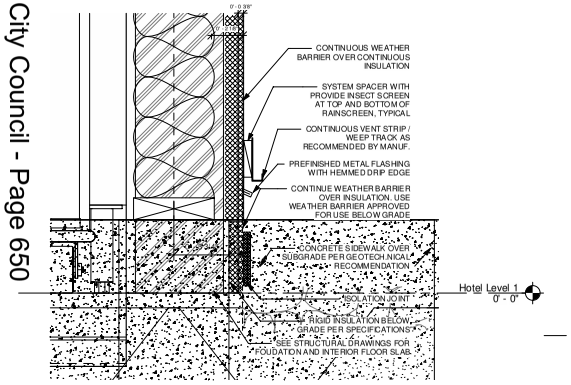


2 STOREFRONT SILL AT DRIVE-THRU
3" = 1'-0"

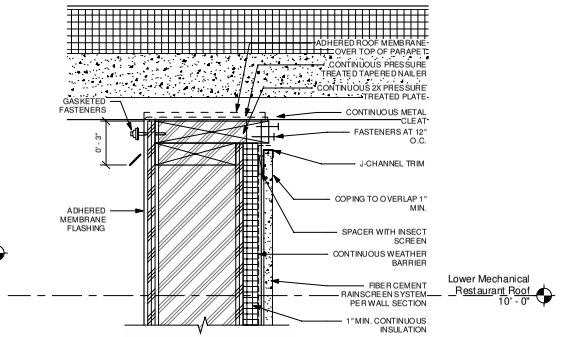


3 STOREFRONT HEAD
3" = 1'-0"

City Council - Page 650



4 Typical Exterior Base Wall Detail
3" = 1'-0"



5 Typical Wall Coping
3" = 1'-0"

20-0363
12/14/2020

NOTES

KEYNOTES

LEGEND

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Project No:
2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

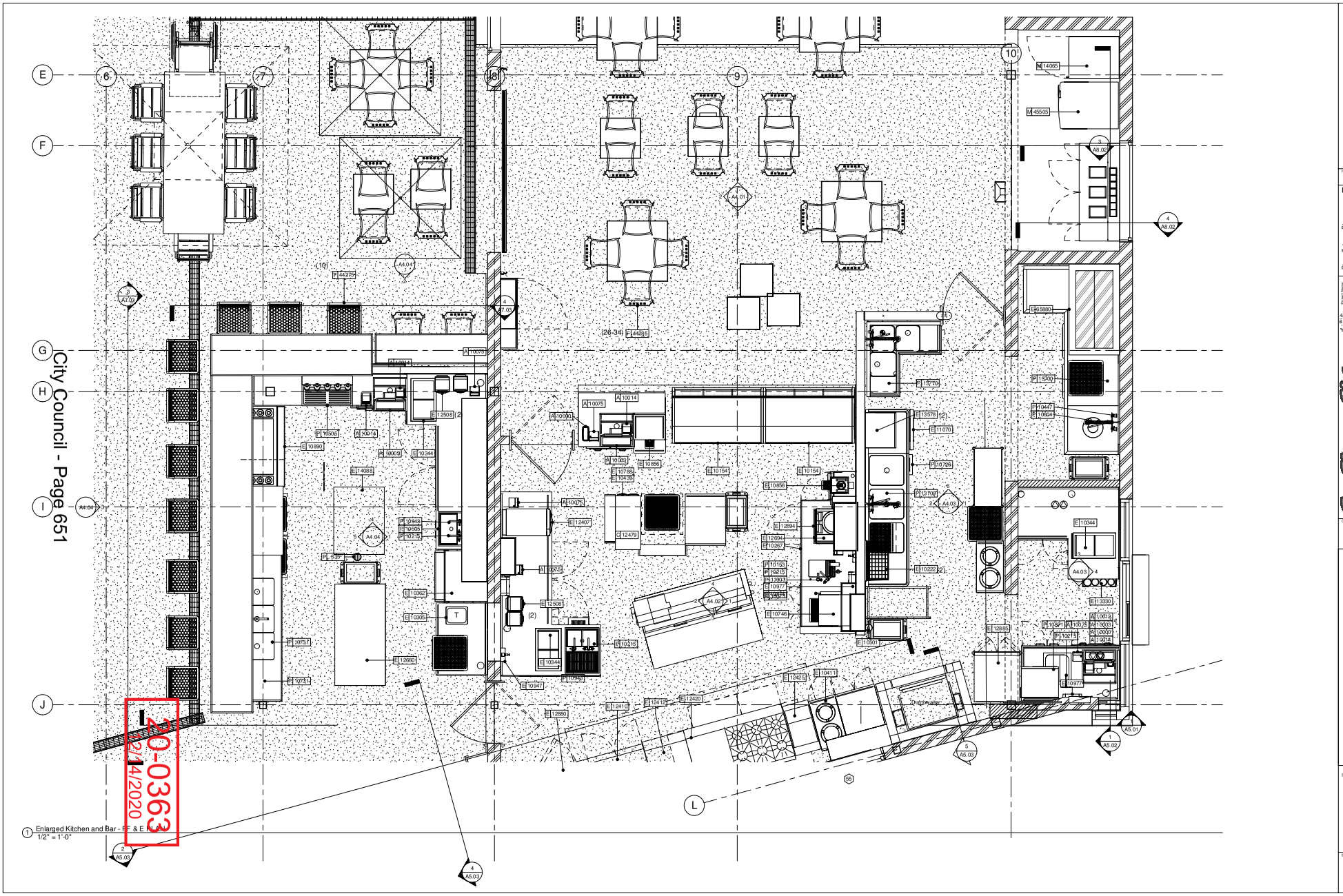
Client Name:
LAS VEGAS HOTEL.NET

Revision Description:

Revision Date:

Sheet Title:
Plan Detail

Sheet No:
A9.13



1 Enlarged Kitchen and Bar - FF & E Plan
1/2" = 1'-0"

20-0363
2/14/2020

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Client Name:
LAS VEGAS HOTEL.NET

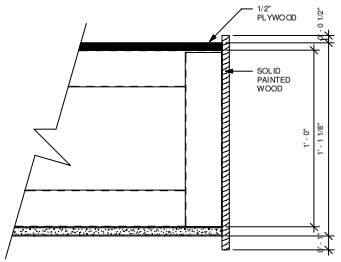
Revisions

#	Description	Date

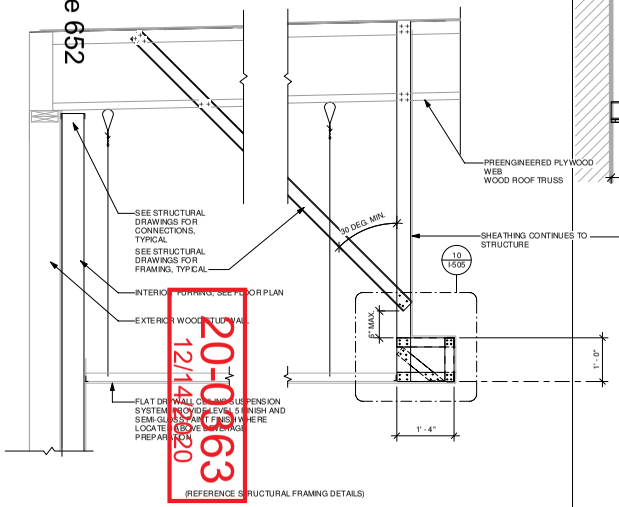
Sheet Title:
Enlarged Kitchen & Bar FF & E Plan

Sheet No:
I1.01

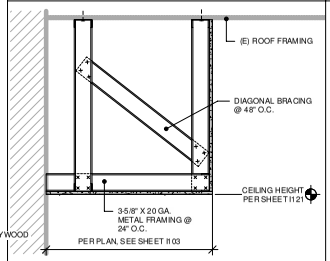
City Council Page 652



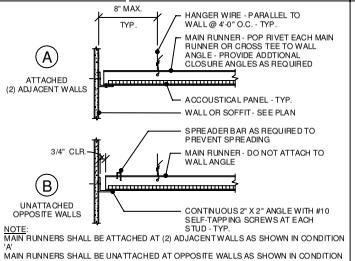
10 CAFE SOFFIT EDGE
3" = 1'-0"



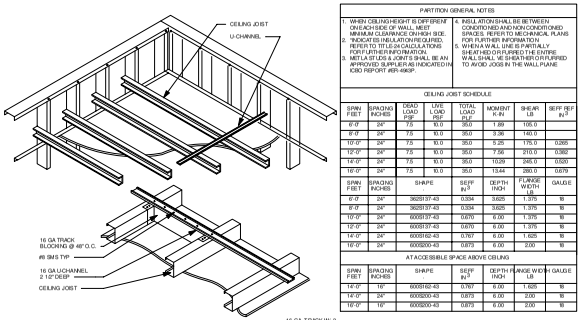
6 SOFFIT SECTION AT CAFE
3/4" = 1'-0"



TYPICAL SOFFIT FRAMING AT WALL
Scale: 1" = 1'-0" 5



T-BAR CEILING
Scale: 1 1/2" = 1'-0" 3



MID SPAN BLOCKING DETAIL

PARTITION GENERAL NOTES

1. WHEN CEILING HEIGHT IS DIFFERENT ON EACH SIDE OF WALL, MEET MINIMUM CLEARANCE ON HIGH SIDE.
2. "INDICATES INSULATION REQUIRED. REFER TO SPECIFICATIONS FOR TYPE AND THICKNESS.
3. METAL STUDS & JOIST SHALL BE AN APPROVED SUPPLIER AS INDICATED IN ICBO REPORT #ER 4963P.
4. INSULATION SHALL BE BETWEEN CONDITIONED AND NON CONDITIONED SPACES. REFER TO MECHANICAL PLANS FOR FURTHER INFORMATION.
5. WHERE A WALL LINES PARTIALLY ON A CONCRETE OR CMU OUTSIDE WALL, STUDS SHALL BE FURRED TO AVOID JOGS IN THE WALL PLANE

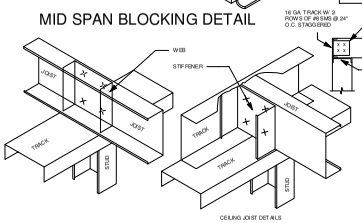
CEILING JOIST SCHEDULE

S/P/W/ F/BET	S/P/A/CING INCHES	DEAD LOAD PSF	LIVE LOAD PSF	TOTAL LOAD PLF	MOMENT IN-IN	SHEAR LB	DEFF REF in⁴
6'-0"	24"	7.5	10.0	35.0	1.89	105.0	
8'-0"	24"	7.5	10.0	35.0	3.36	140.0	
10'-0"	24"	7.5	10.0	35.0	5.25	175.0	0.265
12'-0"	24"	7.5	10.0	35.0	7.56	210.0	0.382
14'-0"	24"	7.5	10.0	35.0	10.29	245.0	0.520
16'-0"	24"	7.5	10.0	35.0	13.44	280.0	0.679

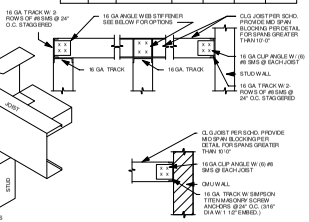
S/P/W/ F/BET	S/P/A/CING INCHES	SHAPE	SE/FF in⁴	DEPTH INCH	FLANGE WIDTH IN	GAUGE
6'-0"	24"	362S137-43	0.334	3.625	1.375	18
8'-0"	24"	362S137-43	0.334	3.625	1.375	18
10'-0"	24"	600S137-43	0.670	6.00	1.375	18
12'-0"	24"	600S137-43	0.670	6.00	1.375	18
14'-0"	24"	600S162-43	0.767	6.00	1.625	18
16'-0"	24"	600S200-43	0.873	6.00	2.00	18

ATACCESSIBLE SPACE ABOVE CEILING

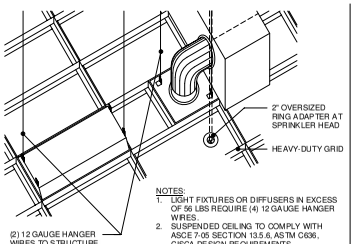
S/P/W/ F/BET	S/P/A/CING INCHES	SHAPE	SE/FF in⁴	DEPTH INCH	FLANGE WIDTH IN	GAUGE
14'-0"	16"	600S162-43	0.767	6.00	1.625	18
14'-0"	24"	600S200-43	0.873	6.00	2.00	18
16'-0"	16"	600S200-43	0.873	6.00	2.00	18



CEILING JOIST DETAILS

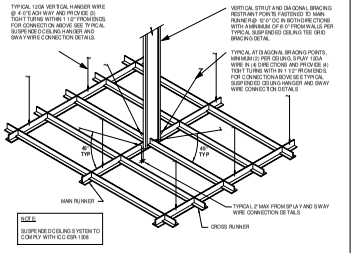


GYP. BD. CEILING DETAILS
Scale: 1/2" = 1'-0" 1

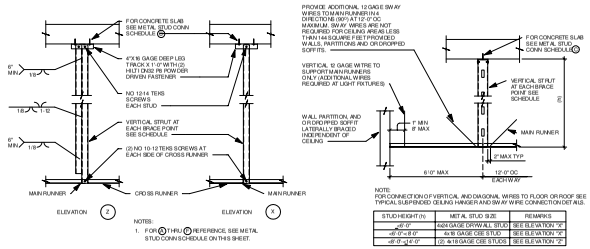


NOTES:
1. LIGHT FIXTURES OR DIFFUSERS IN EXCESS OF 56 LBS REQUIRE (4) 12 GAUGE HANGER WIRES.
2. SUSPENDED CEILING TO COMPLY WITH ASCE 7-05 SECTION 13.5.6, ASTM C636, CISCA DESIGN REQUIREMENTS

FIXTURE BRACING
Scale: 3" = 1'-0" 9



COMPRESSION STRUT
Scale: 1/2" = 1'-0" 8



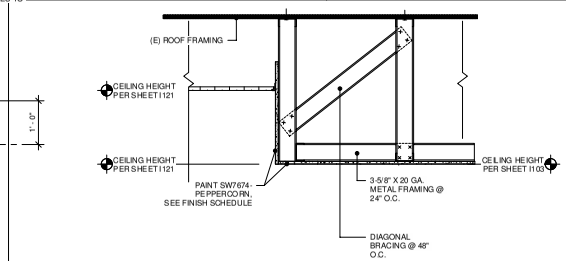
NOTES:
1. FOR (A) THRU (B) REFERENCE, SEE METAL STUD CONN SCHEDULE ON THIS SHEET.

STUD HEIGHT (h)	MET AL STUD SIZE	REMARKS
20'-0"	4x24 GAGE DRYWALL STUD	SEE ELEVATION "2"
18'-0" < 8'-0"	4x16 GAGE CEE STUD	SEE ELEVATION "6"
18'-0" < 4'-0"	(2) 4x16 GAGE CEE STUDS	SEE ELEVATION "6"

T-BRACING
Scale: 1/2" = 1'-0" 7

CEILING JOIST DETAILS

GYP. BD. CEILING DETAILS
Scale: 1/2" = 1'-0" 1



TYPICAL SOFFIT FRAMING
Scale: 1" = 1'-0" 2

20-063
12/14/20
(REFERENCE STRUCTURAL FRAMING DETAILS)

cmbuilders
4815 W. Russell Rd. # 110 Las Vegas, NV 89118
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www.cmbuildersnv.com

Project No
2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054984

Design Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

Project Name
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

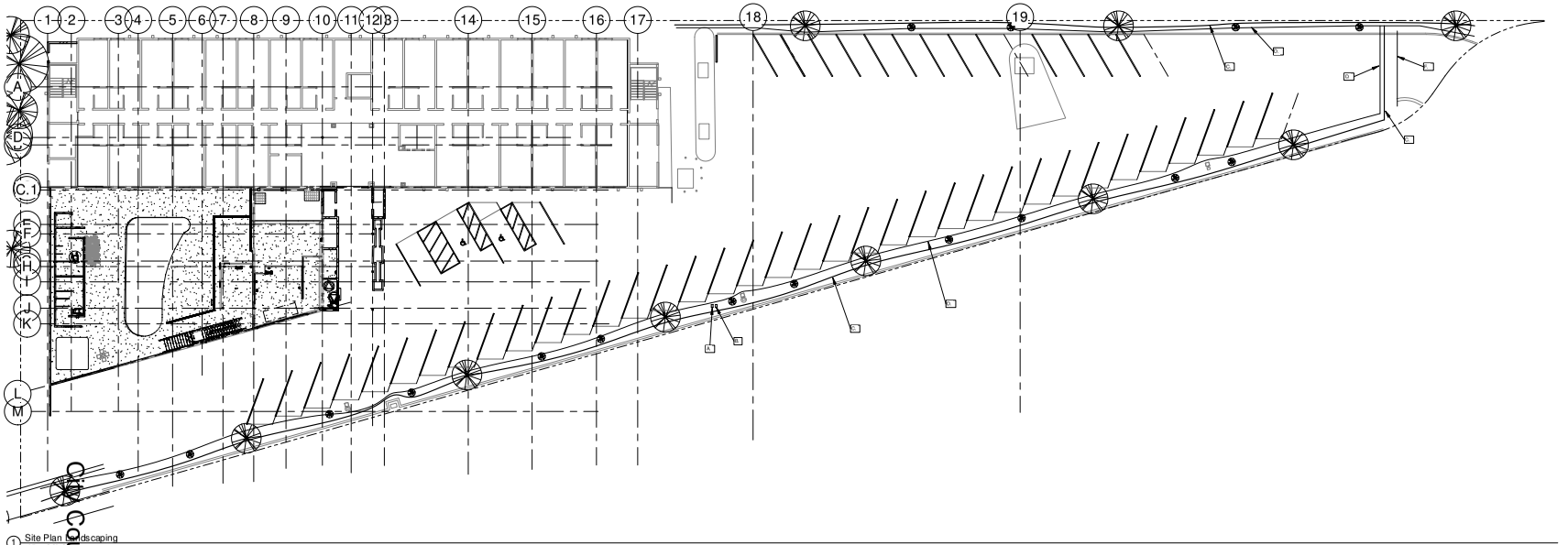
Client Name
LAS VEGAS HOTEL.NET

Revision Description:

Revision Date:

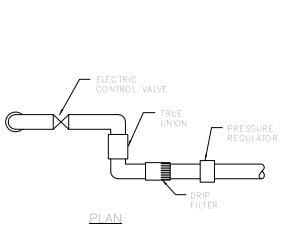
Sheet Title:
CEILING DETAILS

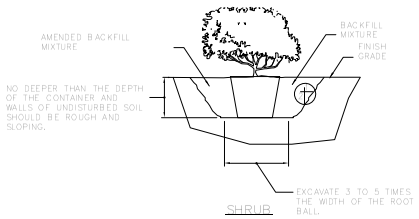
Sheet No:
I-505



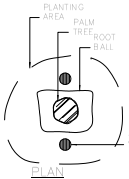
1 Site Plan - Landscaping
1" = 20'-0"

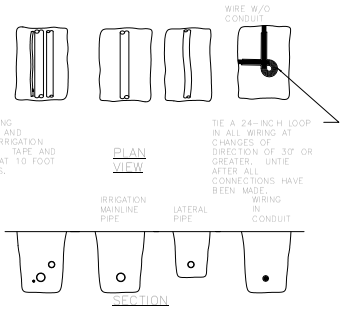
City Council - Page 653

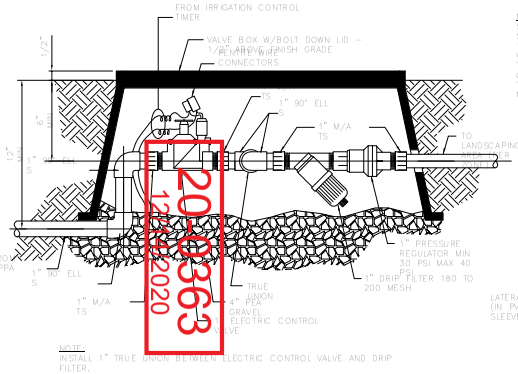




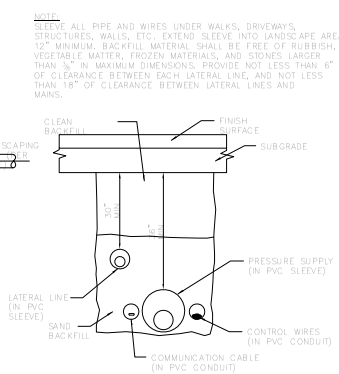
8 PLANT SHRUB
12" = 1'-0"



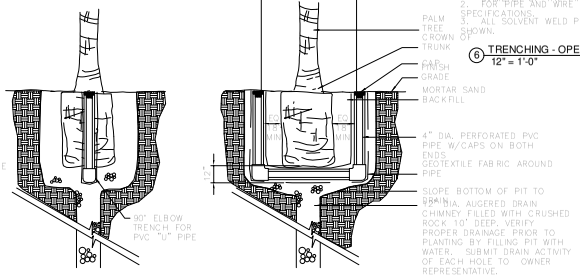




4 IRRIGATION CONTROL VALVE DETAIL
12" = 1'-0"



5 TRENCHING - SOLID SURFACE
12" = 1'-0"



9 PALM PLANTING DETAIL
12" = 1'-0"

6 TRENCHING - OPEN AREAS
12" = 1'-0"

NORTH

SCALE : 1 inch = 20 feet
0' 10' 20' 40' 80'
0' 1/2" 1" 2" 4"

NOTES

1. LANDSCAPE CONTRACTOR TO VERIFY EXISTING LOCATION OF VALVES AND WIRING.
2. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES AS SHOWN ON PLAN
3. SLEEVE INSTALLATION TO BE INSTALLED PRIOR TO PAVING
4. INSTALL ALL EMMITERS PER DETAIL 7 / A0.08

KEYNOTES

A. INSTALL NEW IRRIGATION CONTROL VALVE FOR TREES PER DETAIL 4 / A0.08
B. INSTALL NEW IRRIGATION CONTROL VALVE FOR SHRUBS PER DETAIL 4 / A0.08
C. INSTALL NEW POLY TUBE FOR TREE IRRIGATION
D. INSTALL NEW POLYTUBE FOR SHRUB IRRIGATION
E. INSTALL NEW POLYTUBE PER DETAIL 5 / A0.08
F. ADD FUTURE LINE IN PVC PER DETAIL 5 / A0.08
G. INSTALL NEW POLYTUBE IN LANDSCAPE AREAS PER DETAIL 6 / A0.08
H. INSTALL 24" BOX TREE PER DETAIL 9 / A0.08
I. INSTALL 5 GAL SHRUB PER DETAIL 2

LEGEND

WASHINGTONIA ROBUSTA (QTY 10)
2 24" Box Tree 1" = 20'-0"

RED SALVIA (QTY 16)
3 5 Gal Shrub 1" = 20'-0"

SHRUB POLY LINE

TREE POLY LINE

LifestyleSaint Design
Veronica Brooks
cmbuilders
PO Box 687 Beverly Hills, CA 90213 310-850-0975

Project No.
2019355.19
Design / Build Contractor
CM Builders
NV LICENSE # 0054964
Designed by:
Veronica Brooks
Signed by: Curt McCrincy
Date:

Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109
Client Name
LAS VEGAS HOTEL.NET

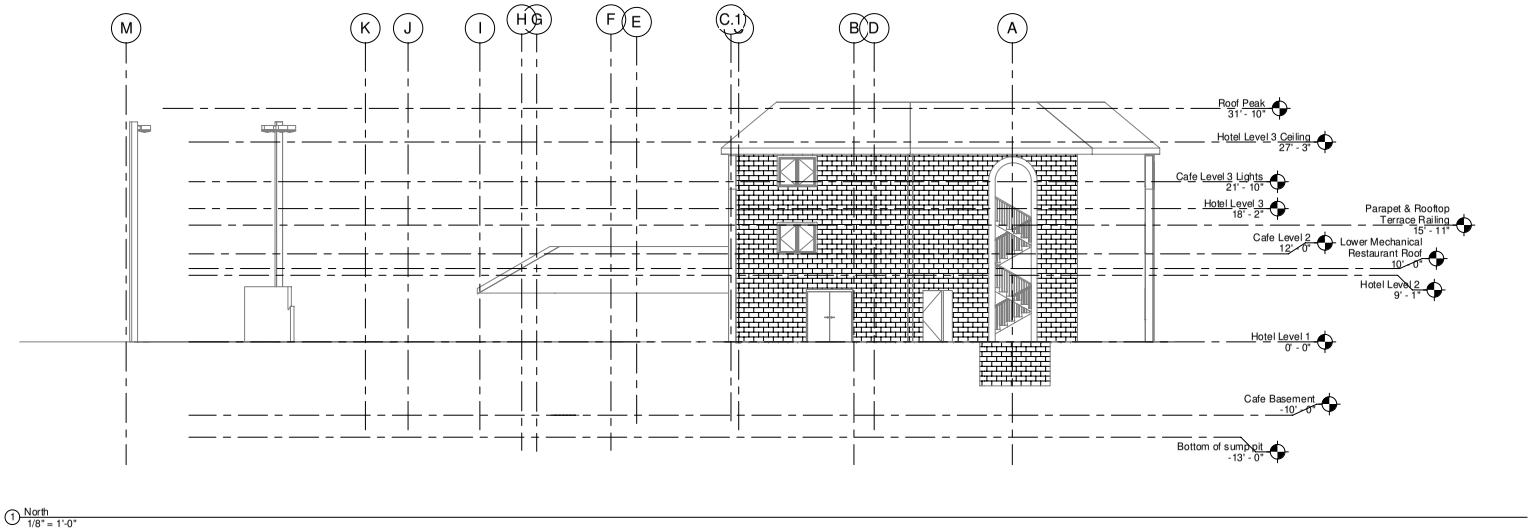
#	Revision Date	Revision Description

Revision Schedule

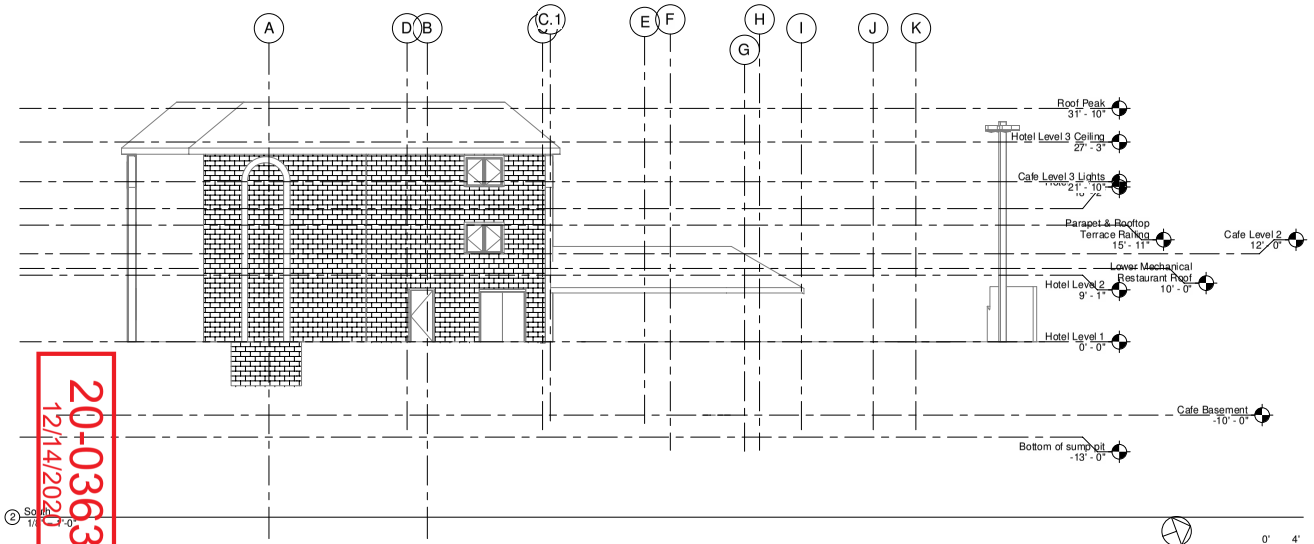
Sheet Title:
Site Landscaping Planting & Irrigation

Sheet No:
A1.03

2020363
12/22/2020



1 North
1/8" = 1'-0"



2 South
1/8" = 1'-0"

NORTH

SCALE : 1/8 inch = 1 foot

0' 4' 8' 16' 32'

0' 1/2" 1" 2" 4"

20-0363
12/14/2020

GENERAL NOTES

1. THE STREET ADDRESS SHALL BE POSTED ON THE BUILDING IN SUCH A POSITION TO BE PLAINLY LEGIBLE FROM THE STREET FRONTING THE PROPERTY. MUST BE ILLUMINATED
2. PROVIDE ADDRESS NUMBERS (SIGN) ON ROOF WITH MINIMUM 36" HIGH CHARACTERS
3. ONLY APPROVED STUCCO MATERIALS AND METHODS WILL BE ACCEPTABLE. SUBMIT SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION.

cmbuilders
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www.cmbuilderslasvegas.com

Project No.
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date :

Las Vegas Net Hotel

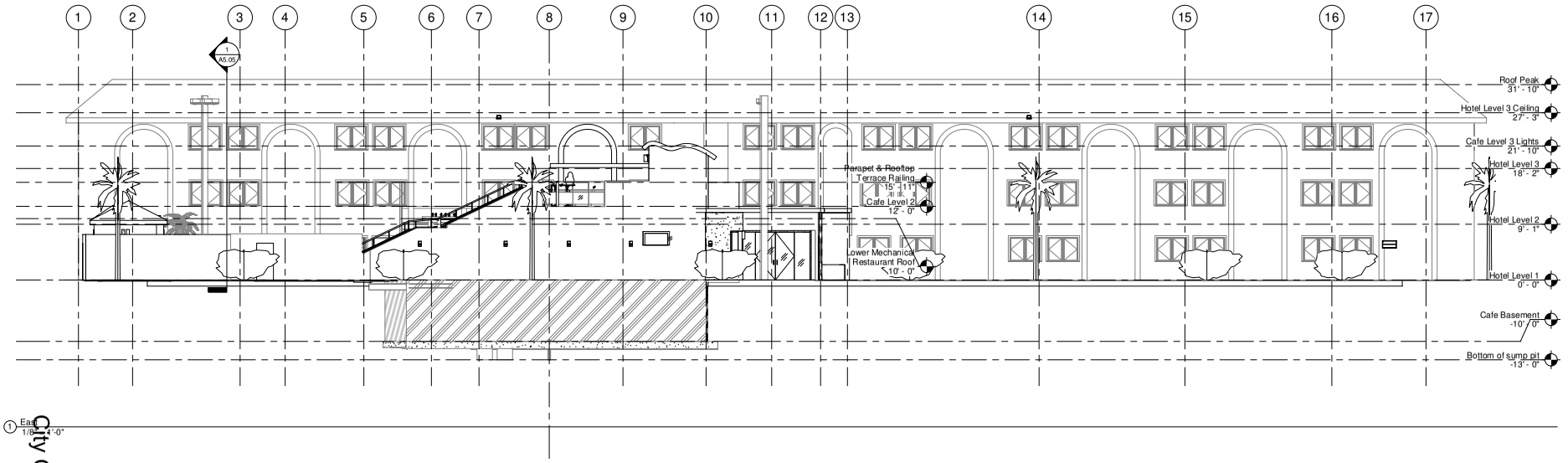
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

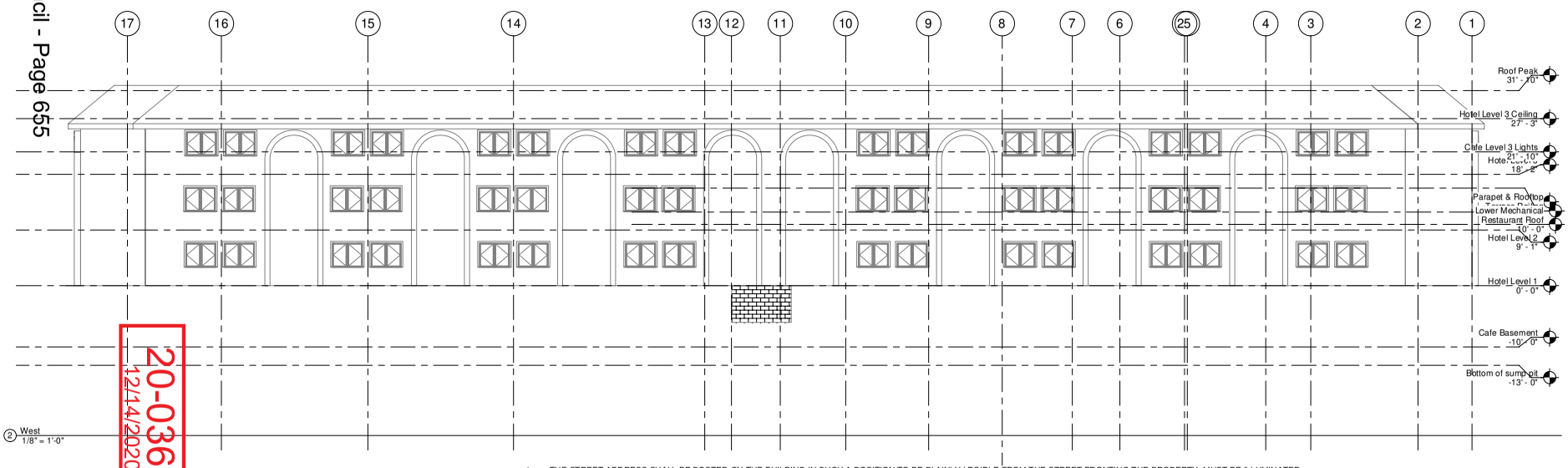
Revisions
Revision Description
Revision Date

Sheet Title
Overall North/South Elevations

Sheet No:
A3.00



1 East
1/8" = 1'-0"



2 West
1/8" = 1'-0"

City Council - Page 655

20-0363
12/14/2020

GENERAL NOTES

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2. PROVIDE ADDRESS NUMBERS (SIGN) ON ROOF WITH MINIMUM 36" HIGH CHARACTERS
3. ONLY APPROVED STUCCO MATERIALS AND METHODS WILL BE ACCEPTABLE. SUBMIT SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION.

NORTH

SCALE : 1/8 inch = 1 foot
0' 4' 8' 16' 32'
0' 1/2" 1" 2" 4"

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Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Lifestyle Saint

Signed by: Curt McElroy

Date:

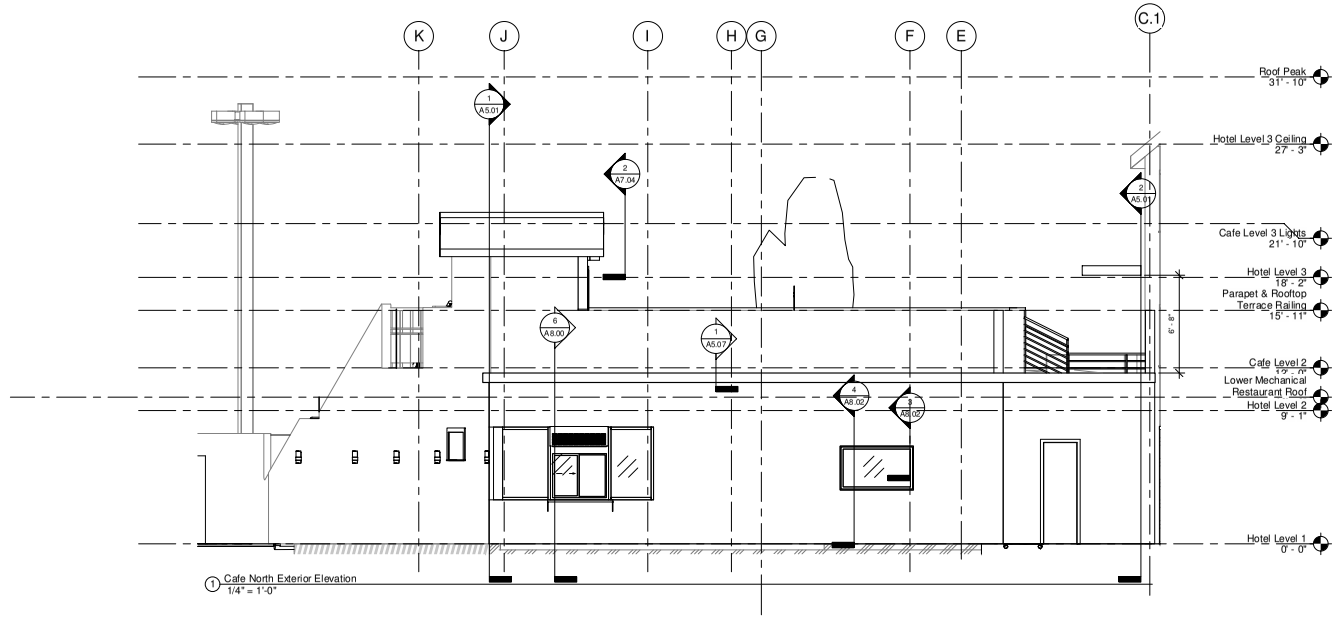
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

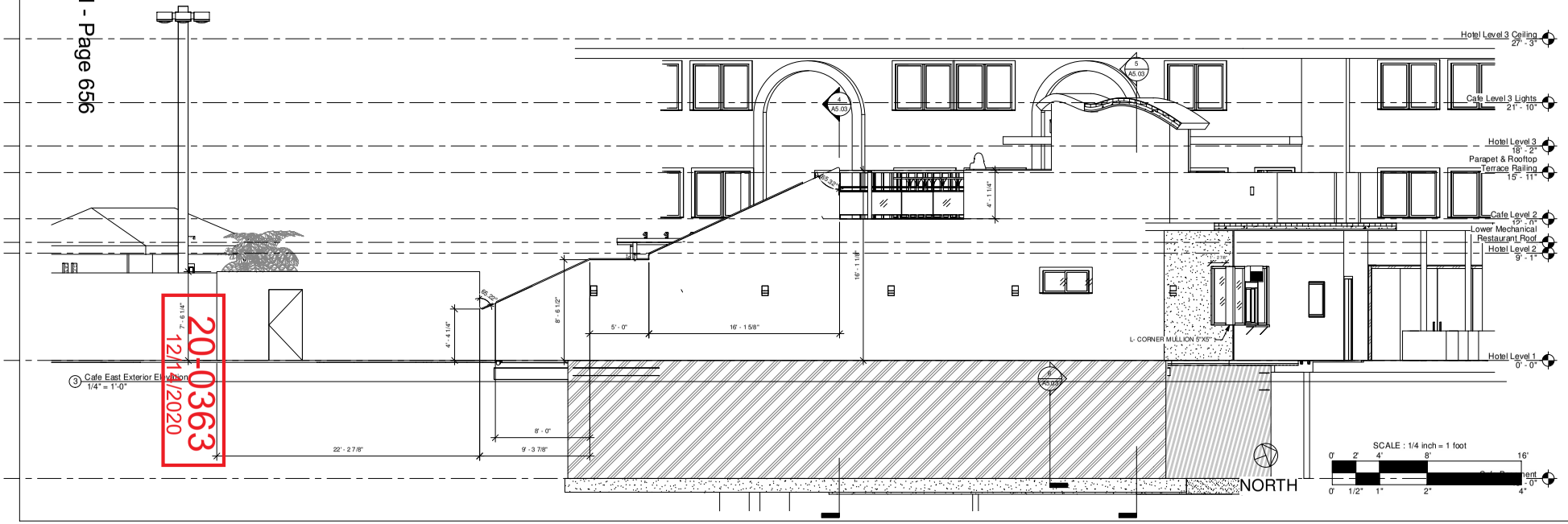
Revisions
Revision Description
Revision Date

Sheet Title:
Overall East/West Elevations

Sheet No:
A3.01



1 Cafe North Exterior Elevation
1/4" = 1'-0"



3 Cafe East Exterior Elevation
1/4" = 1'-0"

City Council - Page 656

20-0363
7 1/4" = 1'-0"
12/11/2020

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Project No.
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Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date :

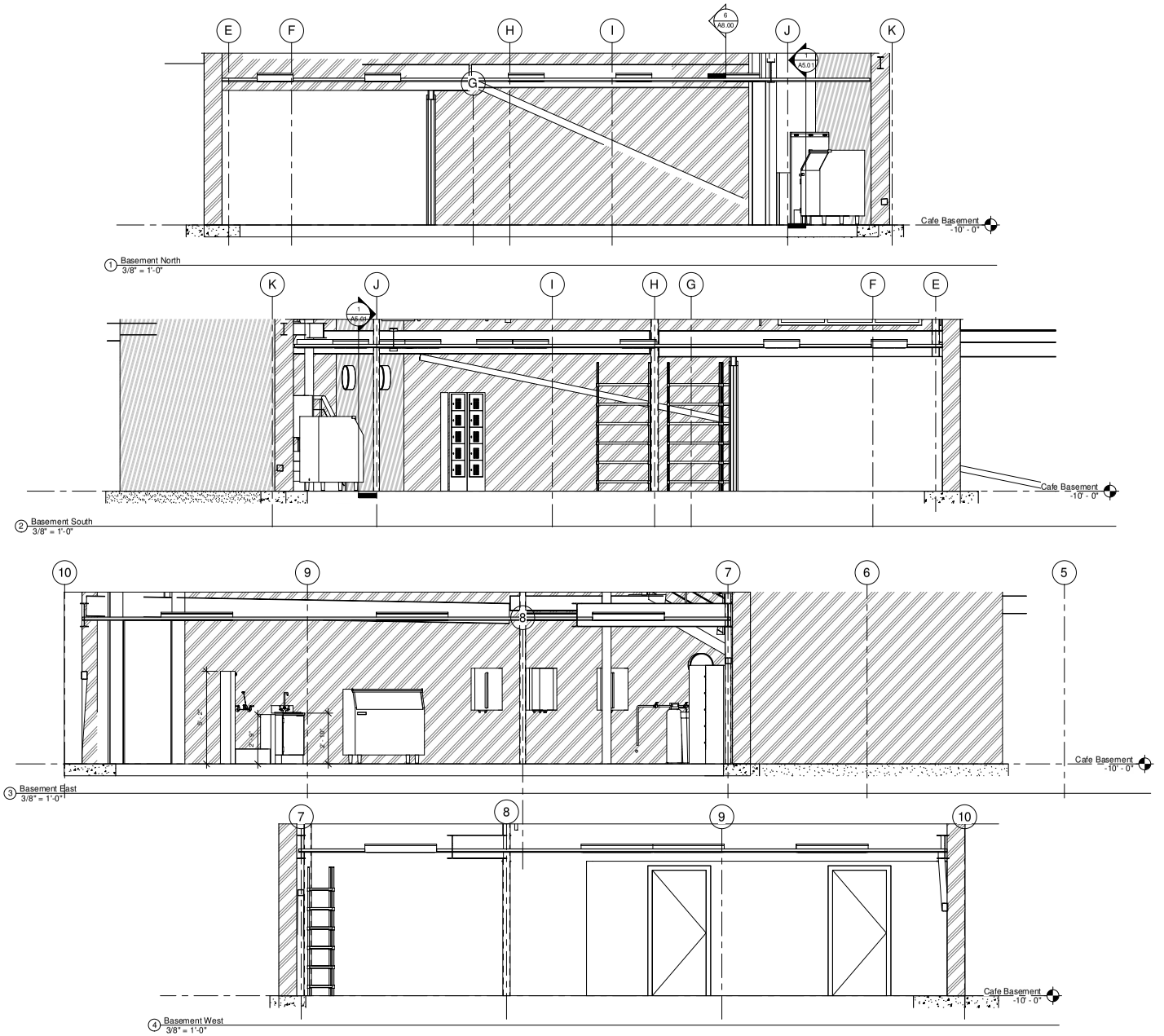
Las Vegas Nevada Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS
HOTEL.NET

Revisions
Revision Description
Revision Date

Sheet Title
Cafe Exterior
Elevations

Sheet No:
A3.03



cmbuilders

4815 W. Russell Rd. # 170 Las Vegas, NV 89118
Tele: (702) 367-9952
www.cmbuilderslvegas.com

Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinty

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name:
LAS VEGAS HOTEL.NET

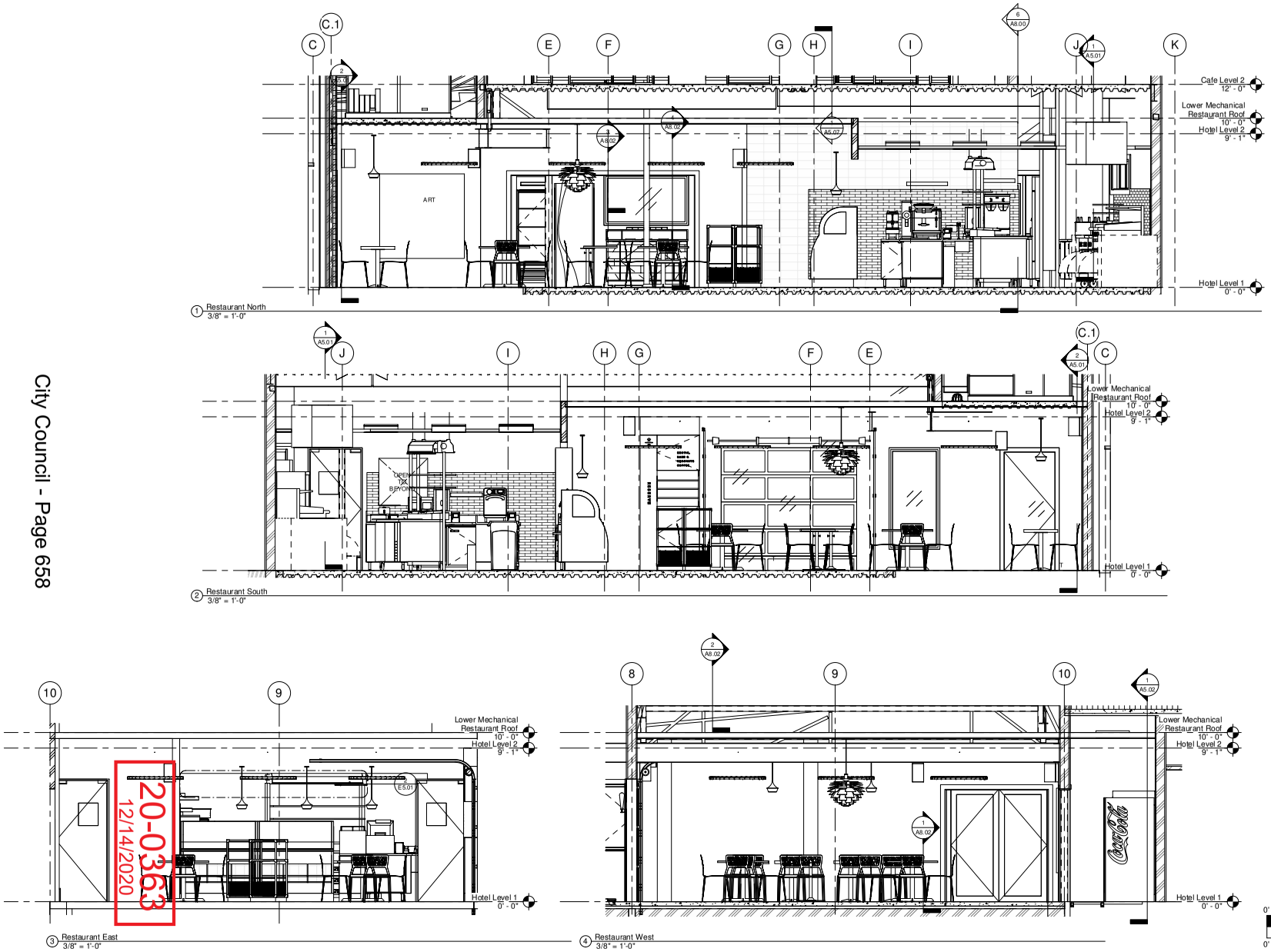
Revisions

#	Revision Date	Revision Description

Sheet Title:
Cafe Basement Interior Elevations

Sheet No:
A4.00

20-0363
12/14/2020



1 Restaurant North
3/8" = 1'-0"

2 Restaurant South
3/8" = 1'-0"

3 Restaurant East
3/8" = 1'-0"

4 Restaurant West
3/8" = 1'-0"

20-0363
12/14/2020

cmbuilders
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Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinty

Date:

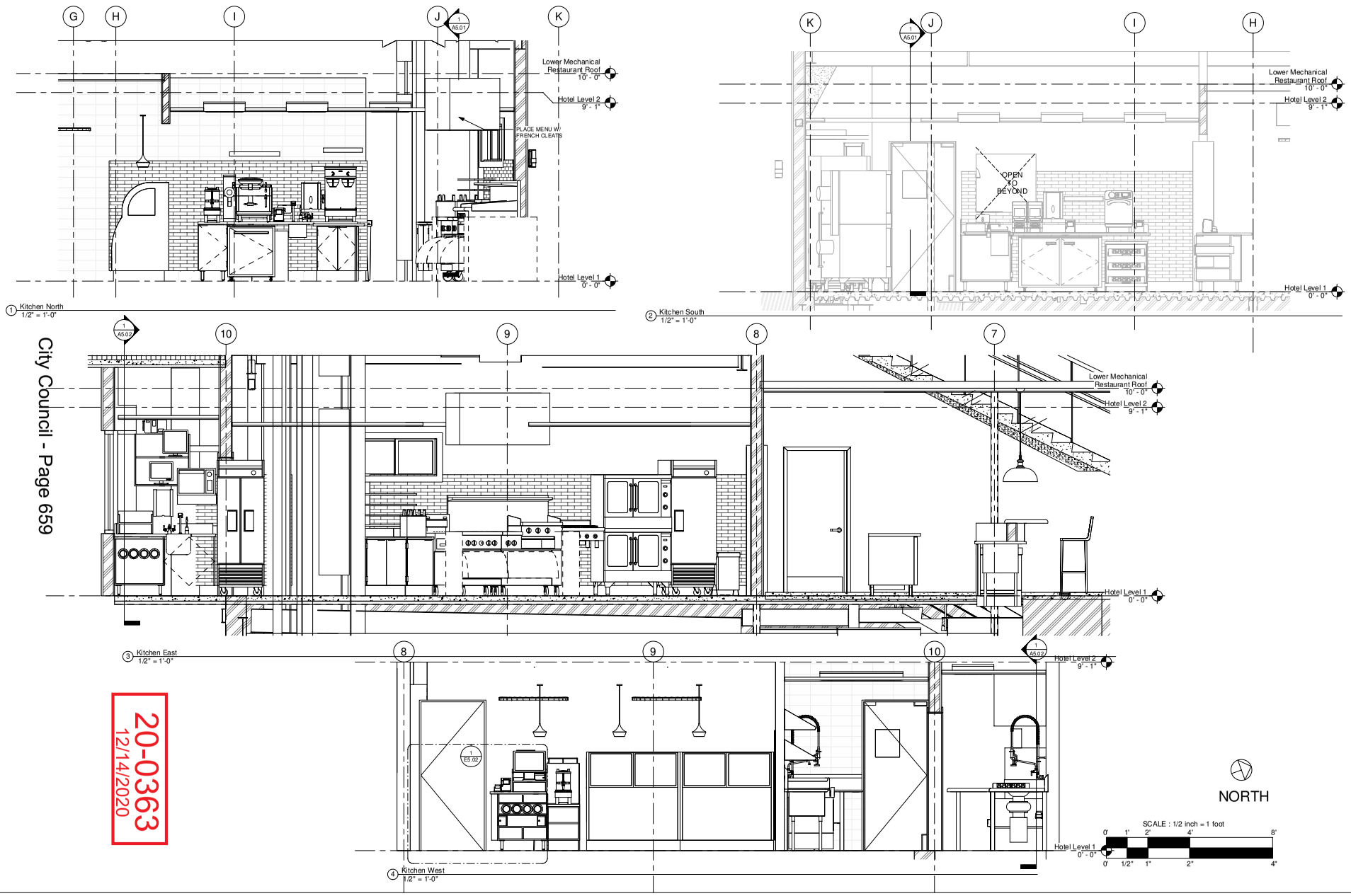
Project Name
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS
HOTEL.NET

Revisions
Revision Date
Revision Description

Sheet Title:
Cafe Interior
Elevations

Sheet No:
A4.01



City Council - Page 659

20-0363
12/14/2020

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www.cmbuildersvegas.com

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Design Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

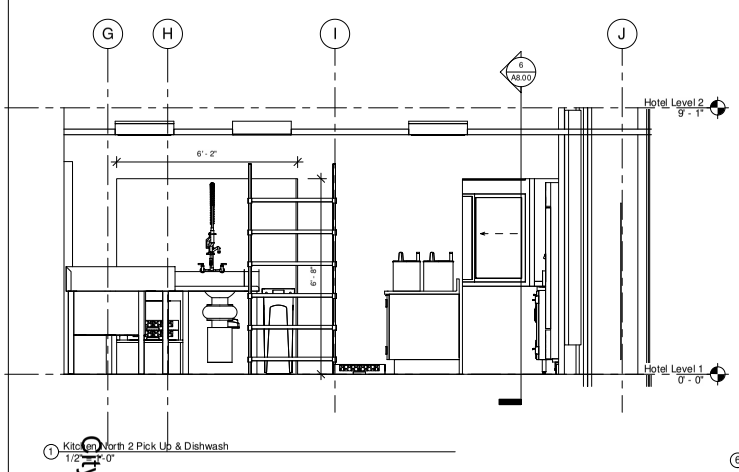
Client Name: LAS VEGAS HOTEL.NET

Revision Description:

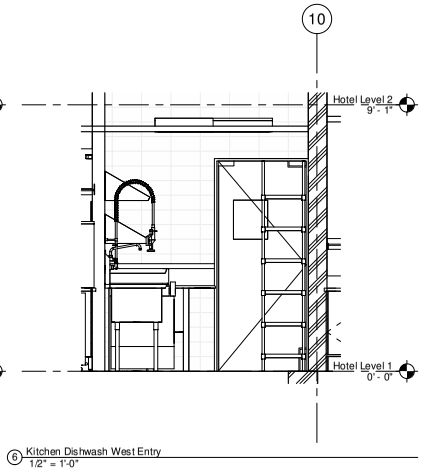
Revision Date:

Sheet Title: Kitchen Interior Elevations

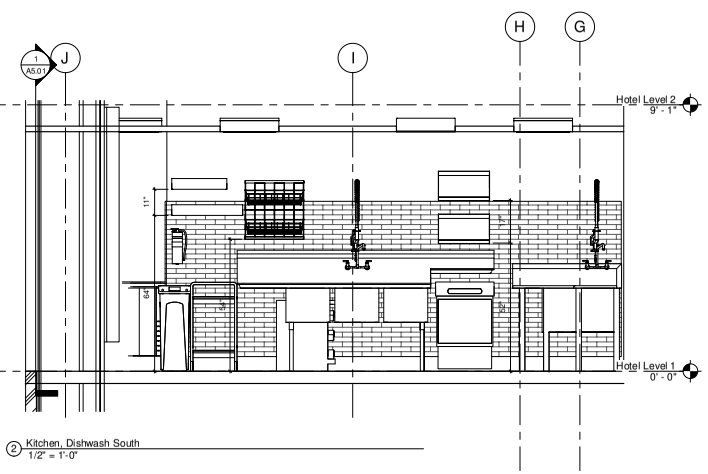
Sheet No: A4.02



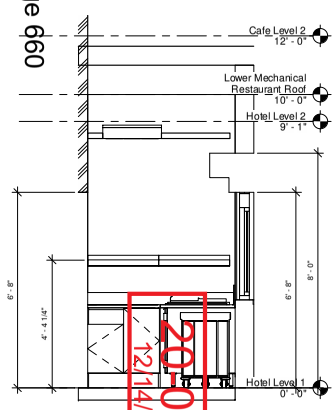
1 Kitchen North 2 Pick Up & Dishwash
1/2" = 1'-0"



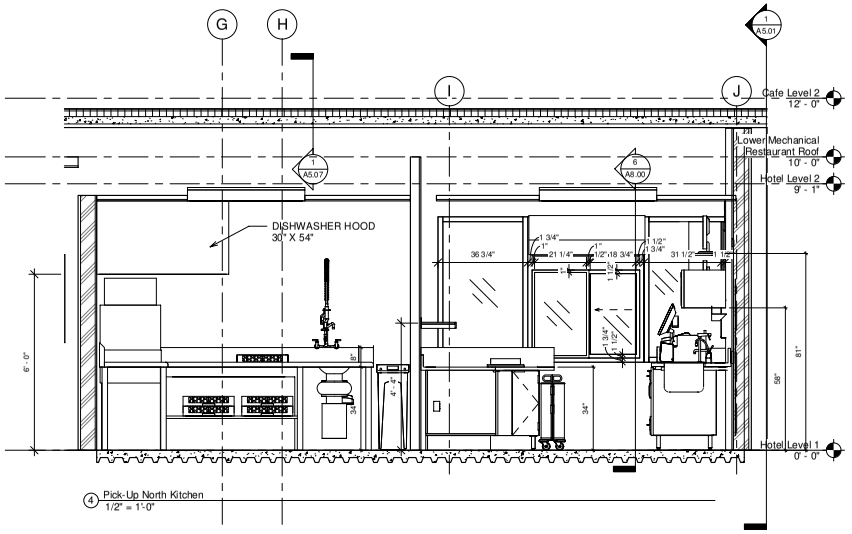
6 Kitchen Dishwash West Entry
1/2" = 1'-0"



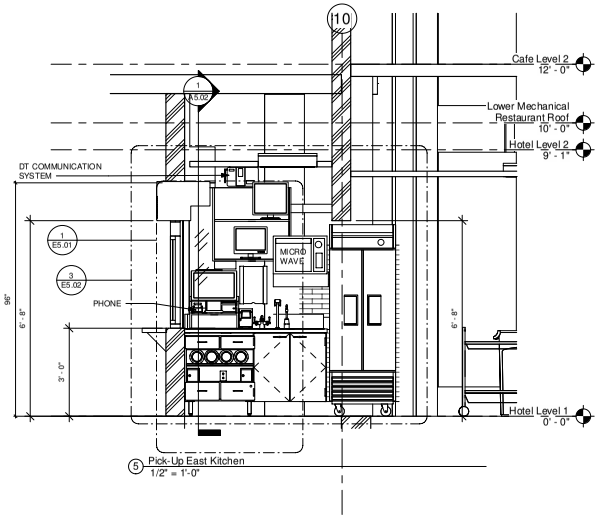
2 Kitchen, Dishwash South
1/2" = 1'-0"



3 Pick-Up West Kitchen
1/2" = 1'-0"



4 Pick-Up North Kitchen
1/2" = 1'-0"



5 Pick-Up East Kitchen
1/2" = 1'-0"

City Council - Page 660

20-0363
12/14/2020

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Project No.
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

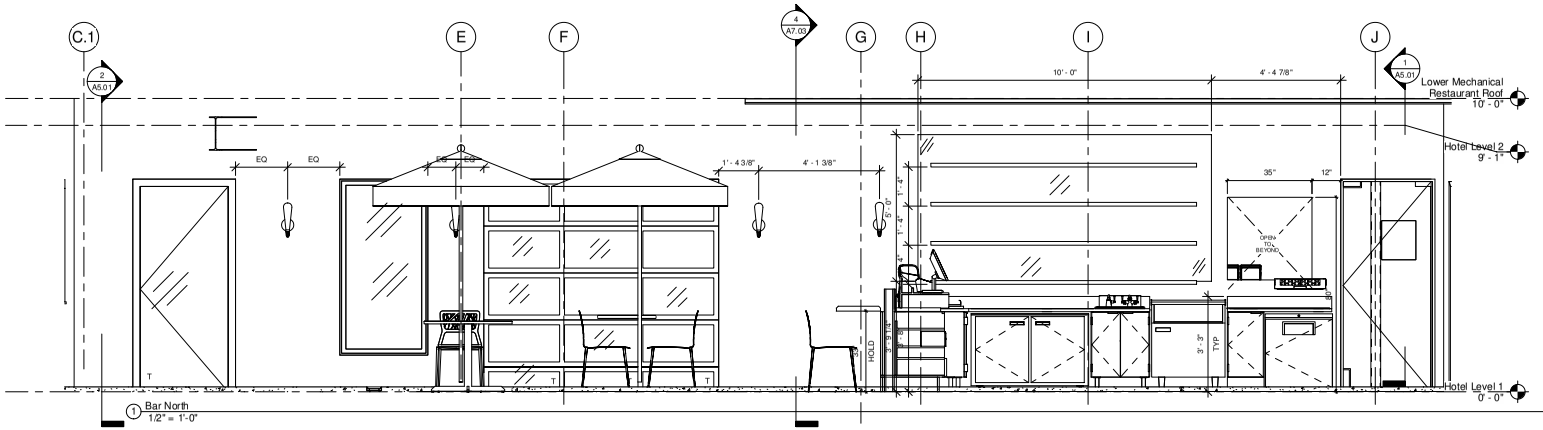
Project Name
Las Vegas Nevada Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

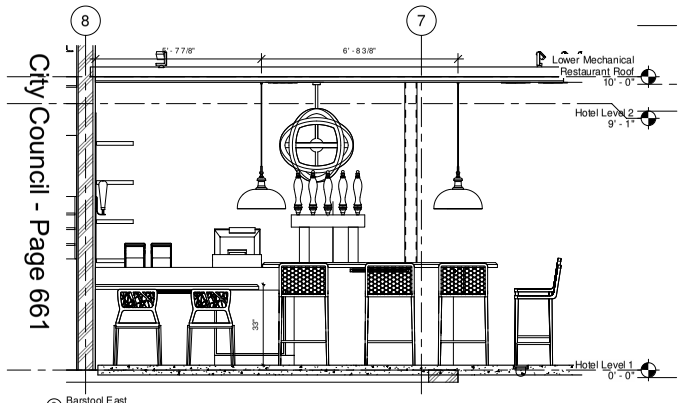
Revisions
Revision Description
Revision Date

Sheet Title
Kitchen Elevations 2

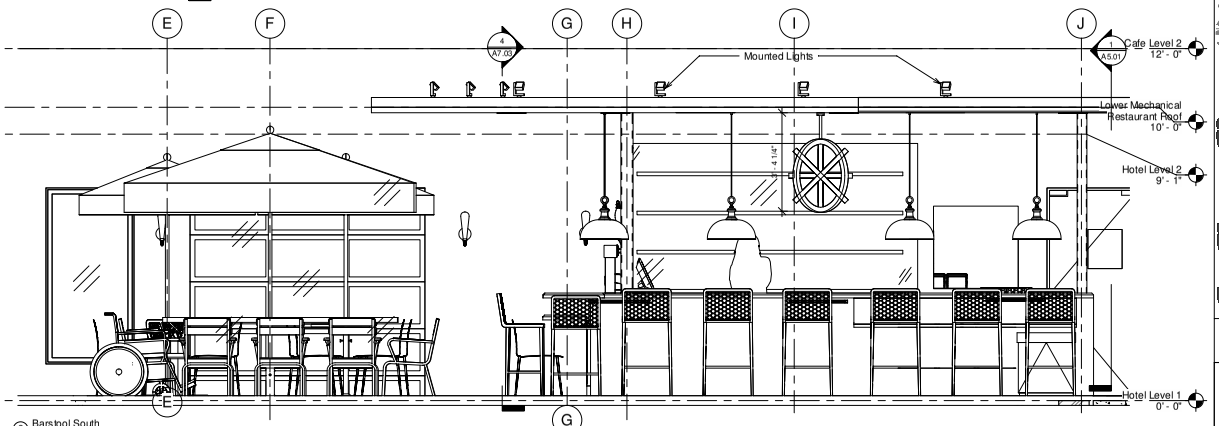
Sheet No:
A4.03



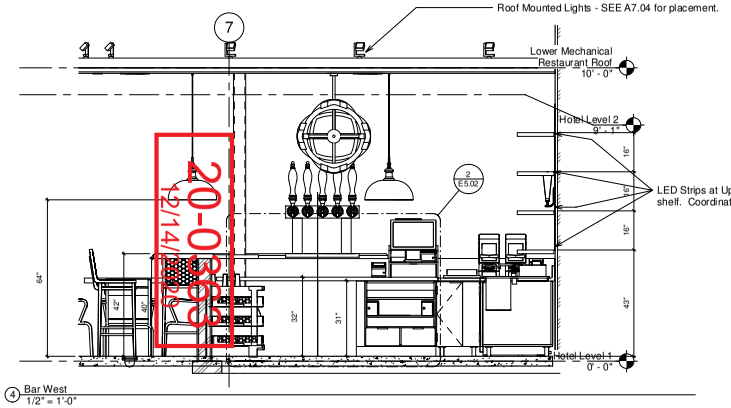
1 Bar North
1/2" = 1'-0"



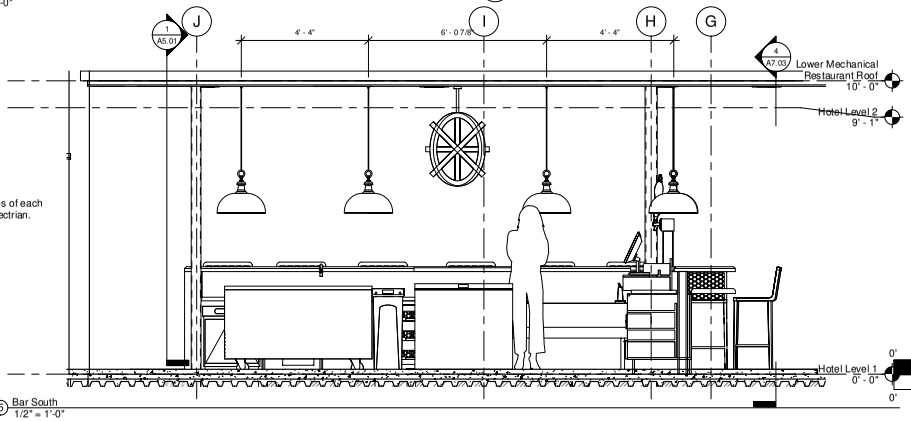
2 Barstool East
1/2" = 1'-0"



3 Barstool South
1/2" = 1'-0"



4 Bar West
1/2" = 1'-0"



5 Bar South
1/2" = 1'-0"

NORTH

SCALE : 1/2 inch = 1 foot

0' 1' 2' 4' 8'
0' 1/2" 1" 2" 4"

20-0383
12/14/2020

City Council - Page 661

cmbuilders
4815 W. Russell Rd. # 170 Las Vegas, NV 89118
P: 702.878.7878 F: 702.878.7879
www.cmbuilderslasvegas.com

Project No.
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0.59064

Designed Consultant:
Veronica Brooks

Signed by: Curt McElroy

Date:

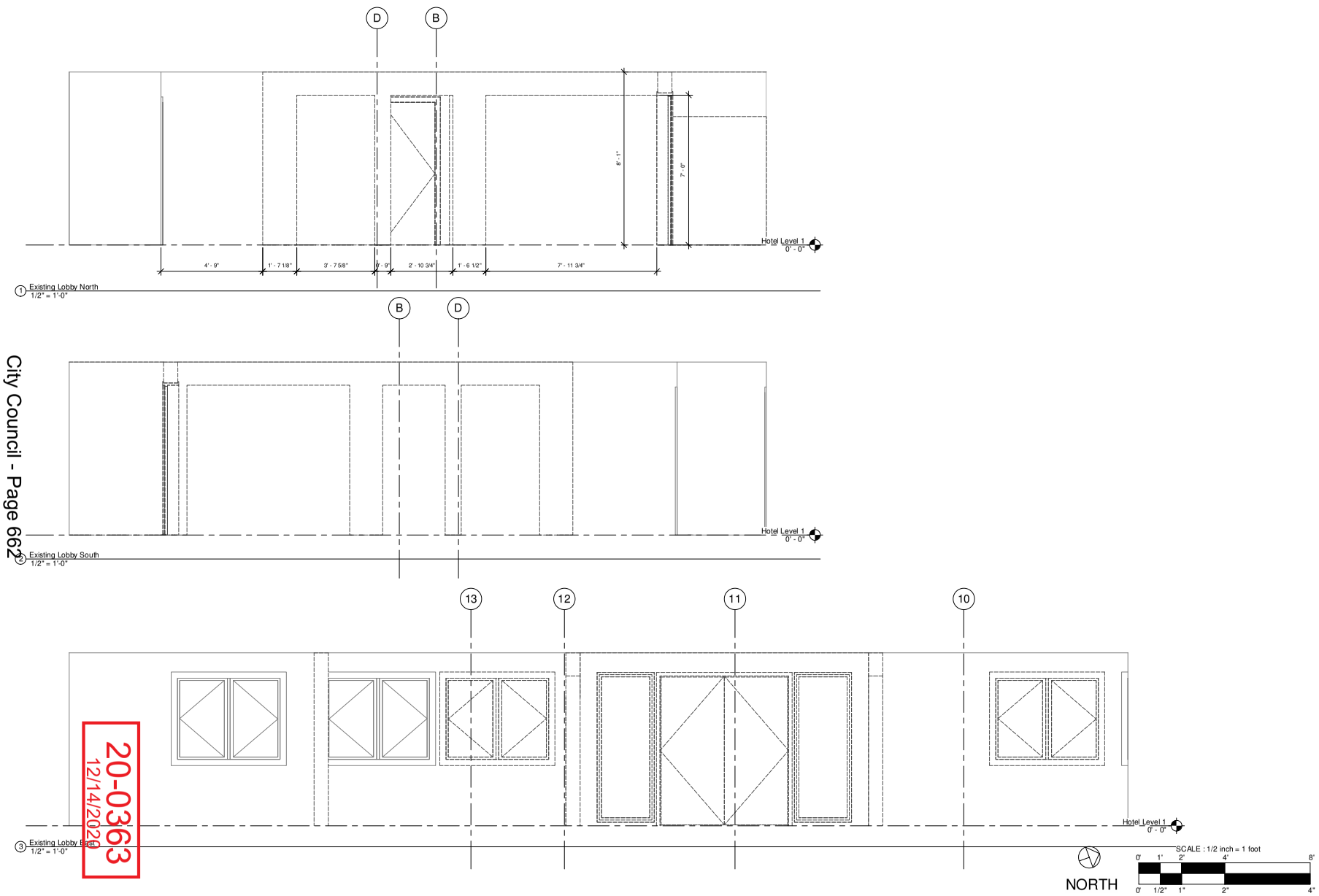
Project Name
Las Vegas Nevada Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS HOTEL.NET

Revisions
Revision Description
Revision Date

Sheet Title
Bar Interior Elevations

Sheet No.
A4.04



20-0363
12/14/2020

City Council - Page 662

cmbuilders
4815 W. Russell Rd. # 170 Las Vegas, NV 89118
Tele: (702) 367-9952
www.cmbuilderslvegas.com

Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinty

Date :

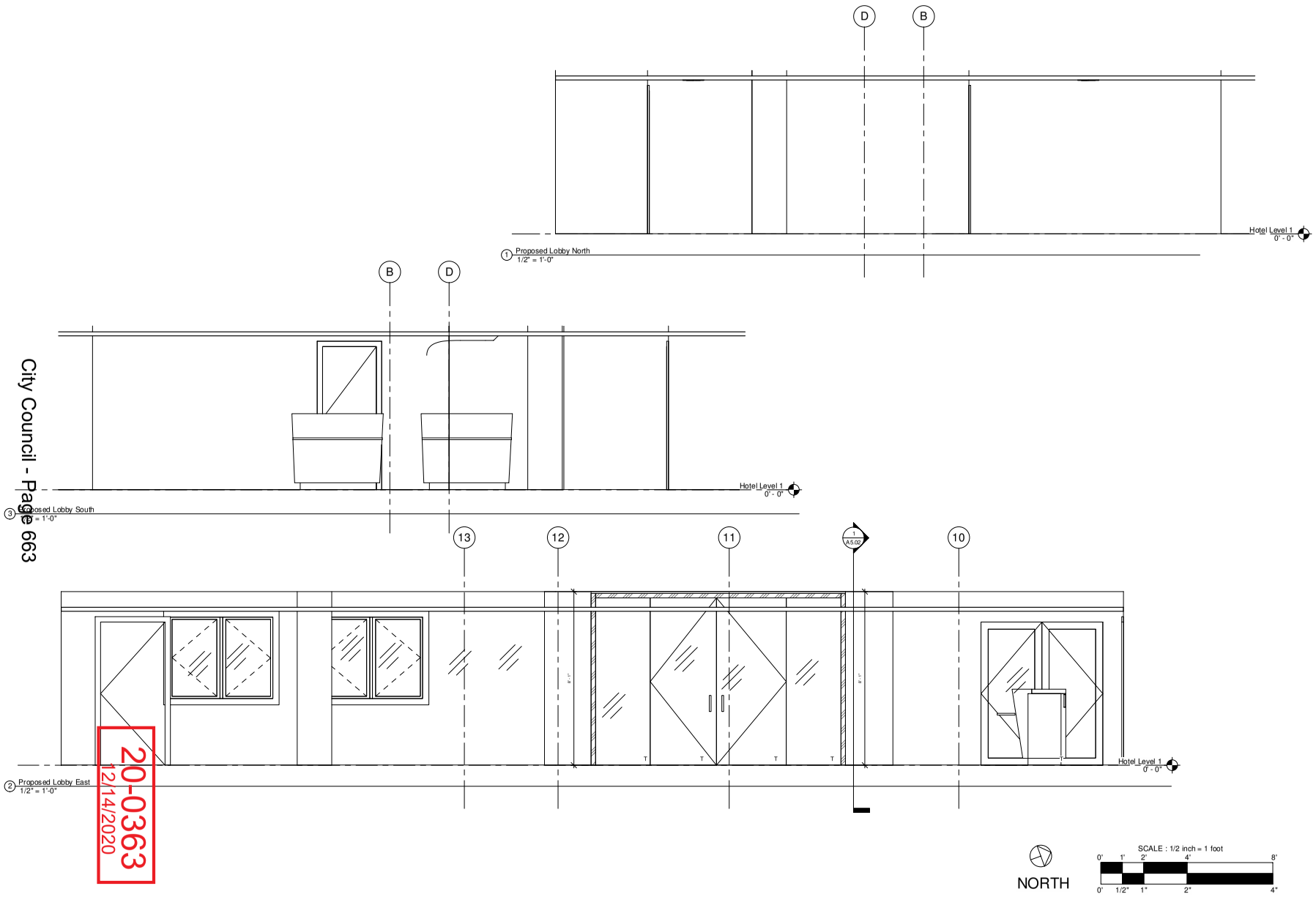
Project Name:
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name
LAS VEGAS
HOTEL.NET

Revisions
Revision Date
Revision Description

Sheet Title:
Lobby Existing
Interior
Elevations

Sheet No:
A4.05



20-0363
12/14/2020

cmbuilders

4815 W. Russell Rd. # 170 Las Vegas, NV 89118
Tele: (702) 367-9952
www.cmbuilderswegas.com

Project No:
2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant:
Veronica Brooks

Signed by: Curt McClinty

Date:

Project Name:
Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

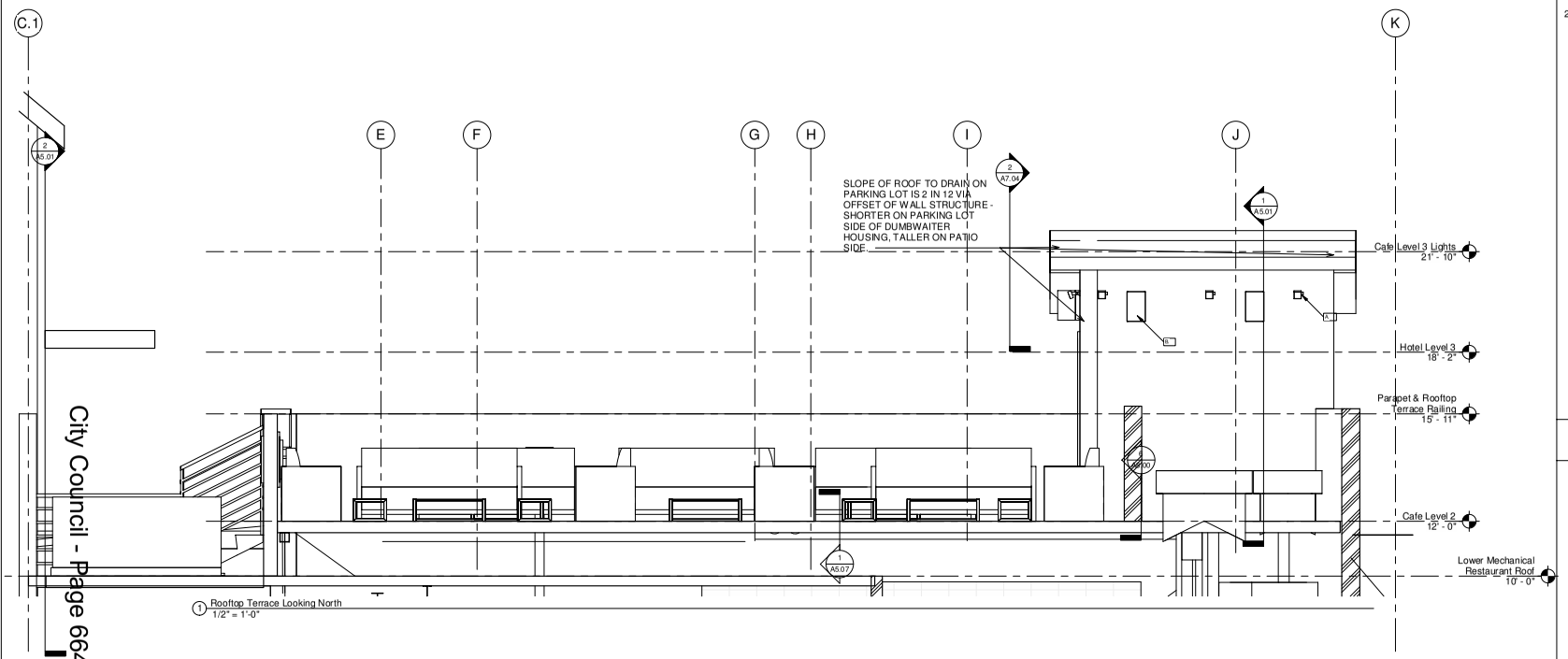
Client Name:
LAS VEGAS HOTEL.NET

Revisions

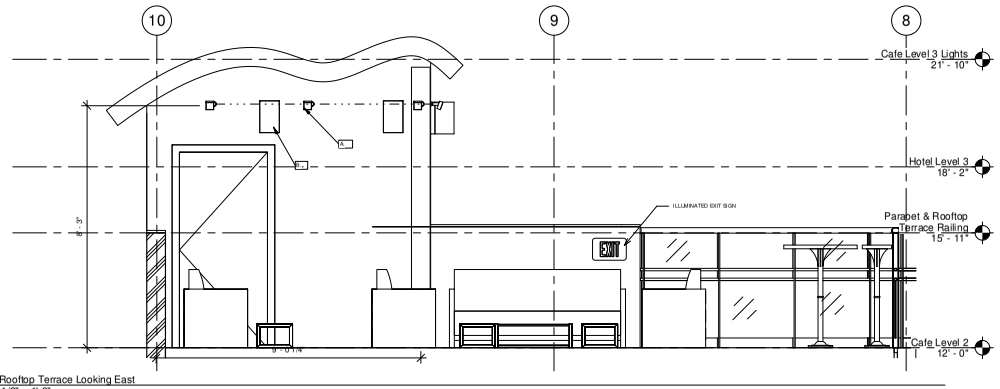
#	Revision Date	Revision Description

Sheet Title:
Lobby Proposed Interior Elevations

Sheet No:
A4.06



1 Rooftop Terrace Looking North
1/2" = 1'-0"



2 Rooftop Terrace Looking East
1/2" = 1'-0"

SCALE : 3/4 inch = 1 foot

0' 6" 1' 2' 4'

0' 3/8" 3/4" 1.5" 3"

NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS.
2. ALL DIMENSIONS ARE TO FINISHED SURFACE.

KEYNOTES

A. WALL MOUNTED LIGHTS

B. WALL MOUNTED OUTDOOR SPEAKERS

LEGEND

- ACCLAIM DYNAMO DRUM HD COLOR 3000 WATTS
- WALL MOUNTED OUTDOOR SPEAKER - BY M,ARINER
- ILLUMINATED EXIT SIGN

cmbuilders
4815 W. Russell Rd. # 170 Las Vegas, NV 89118
Tele: (702) 367-9952
www.cmbuilderswoodbridge.com

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Design Consultant: Veronica Brooks

Signed by: Curt McClincy

Date:

Project Name: Las Vegas.Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

Revision Schedule

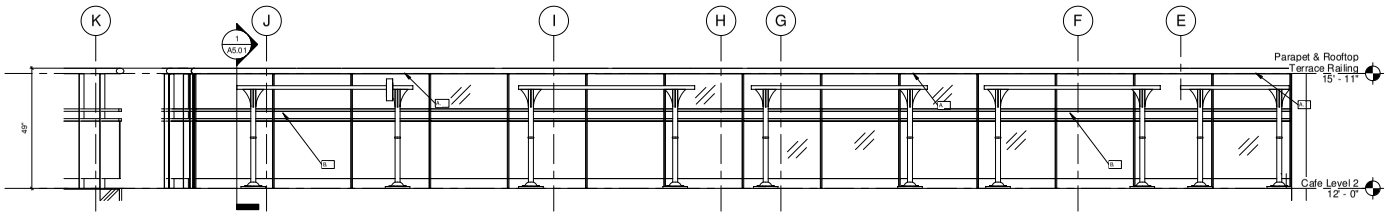
#	Revision Date	Revision Description

Sheet Title: Cafe Rooftop Terrace Elevations

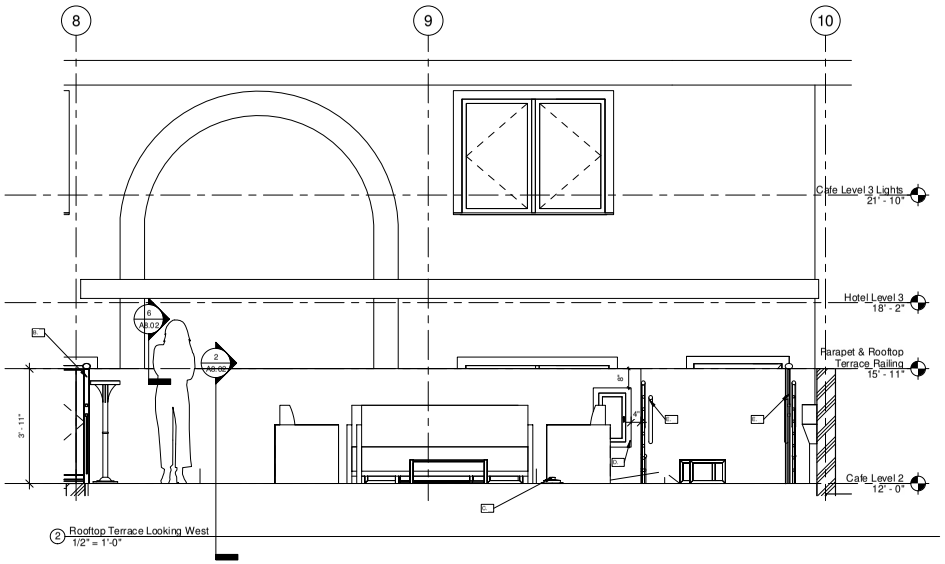
Sheet No: A4.07

City Council - Page 664

20-0363
12/14/2020



1 Rooftop Terrace Looking South
1/2" = 1'-0"



2 Rooftop Terrace Looking West
1/2" = 1'-0"

NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS.
2. ALL DIMENSIONS ARE TO FINISHED SURFACE
3. STAIR CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL PLANS AND CALCULATIONS TO SUBMIT TO CITY OF LAS VEGAS PRIOR TO CONSTRUCTING THE STAIRS CONTRACTOR TO VERIFY ALL DIMENSIONS.
4. FURNITURE CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH FASTENING INSTRUCTIONS PRIOR TO INSTALLATION OF THE FURNITURE
5. ALL SURFACE WATER DESIGNED TO DRAIN TO ROOF DRAIN AND OVERFLOW

KEYNOTES

A. LED INSTALLED IN RAILING
B. SHOP DRAWINGS FOR GLASS RAILING TO BE COORDINATED WITH LOCAL VENDOR
C. ROOF DRAIN
D. FIRE EXTINGUISHER CABINET
E. CABLE RAILING

cmbuilders
4815 W. Russell Rd. #170 Las Vegas, NV 89118
Tele: (702) 367-9952
www.cmbuildersvegas.com

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0056964

Design Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

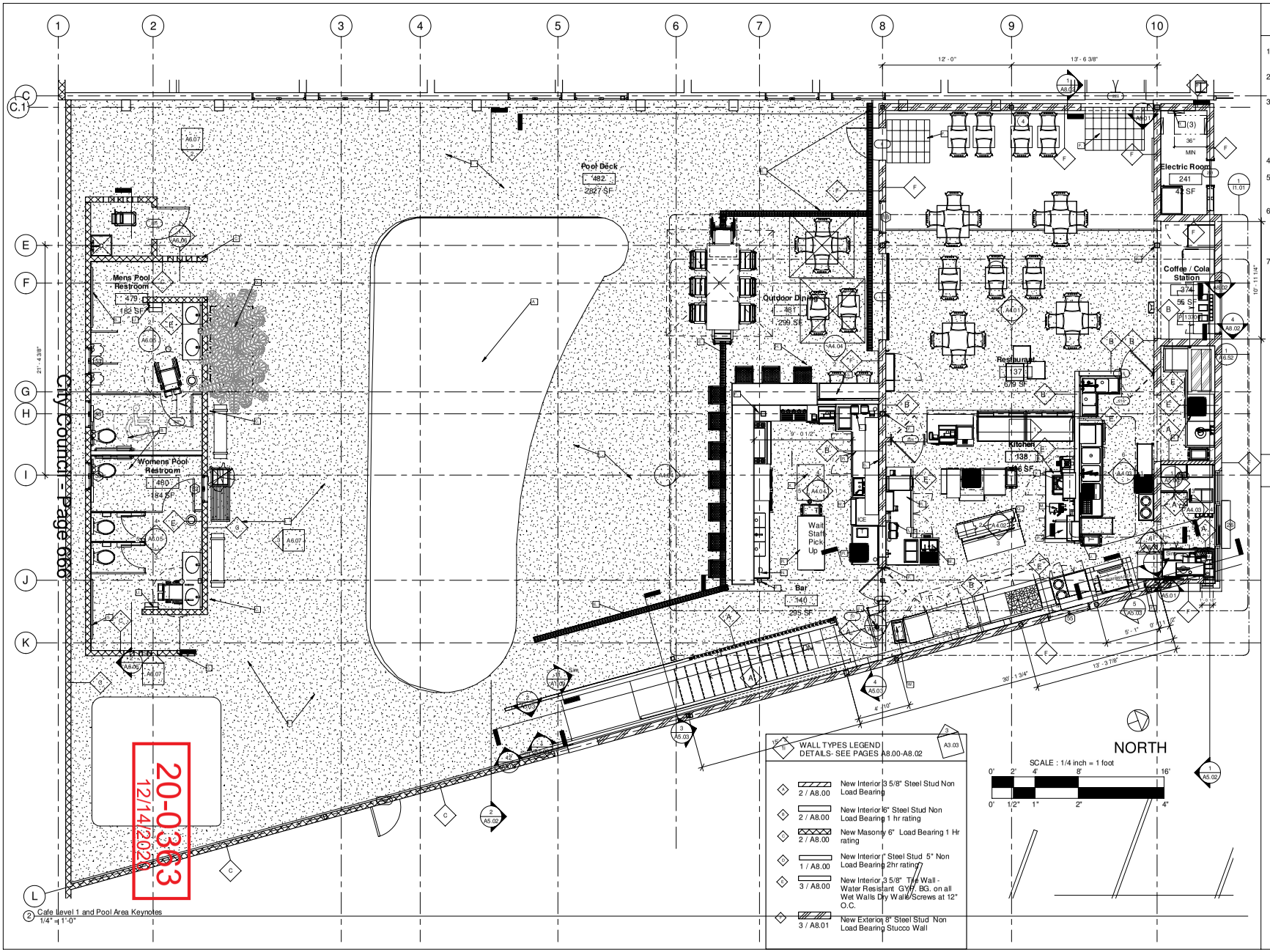
Revision Description:

Revision Date:

Sheet Title: Cafe Rooftop Terrace Elevations

Sheet No: A4.08

20-0363
12/14/2020



NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS.
2. ALL DIMENSIONS ARE TO FINISHED SURFACE
3. STAIR CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL PLANS AND CALCULATIONS TO SUBMIT TO CITY OF LAS VEGAS PRIOR TO CONSTRUCTING THE STAIRS
4. PROTECT EXISTING POOL
5. CONTRACTOR TO VERIFY DRAINAGE AND TO MAINTAIN 4" BELOW EXISTING WEEP SCREED
6. BAR PATIO COVER CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL CALCULATIONS TO SUBMIT TO CITY PRIOR TO CONSTRUCTING THE PATIO COVER
7. SEE PAGE A8.00 FOR WALL TYPES

KEYNOTES

A. EXISTING POOL
B. MODIFIED RESTROOMS
C. RESTROOM SIGNAGE
D. 4" SURFACE DRAIN TO DAYLIGHT IN PLANTER
E. INSTALL TRENCH DRAIN TO DAYLIGHT IN PLANTER
F. STRUCTURAL COLUMN
G. ADA BAR TOP
H. FIXED SEATS
I. INSTALL NEW POOL DECK
J. FIRE EXTINGUISHER
K. PREP AREA
L. BLENDERS
M. HAND SINK/ BLENDER WASH
N. DISHWASHER
O. WALK-OFF MAT
P. COFFEE MAKERS
Q. LINE PREP AREA W/ ELEVATED HEAT LAMP
R. UNDERCOUNTER FRIDGE
S. MIRROR
T. ELECTRICAL SUB PANELS
U. HAND TOWEL DISPENSER
V. ESPRESSO MACHINE
W. HAMPER
X. REACH-IN FREEZER

cmbuilders
4815 W. Russell Rd. # 170 Las Vegas, NV 89118
Tele: (702) 367-9952
www.cmbuildersvegas.com

Project No: 2019355.19

Design / Build Contractor: CM Builders
NV LICENSE # 0056964

Design Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

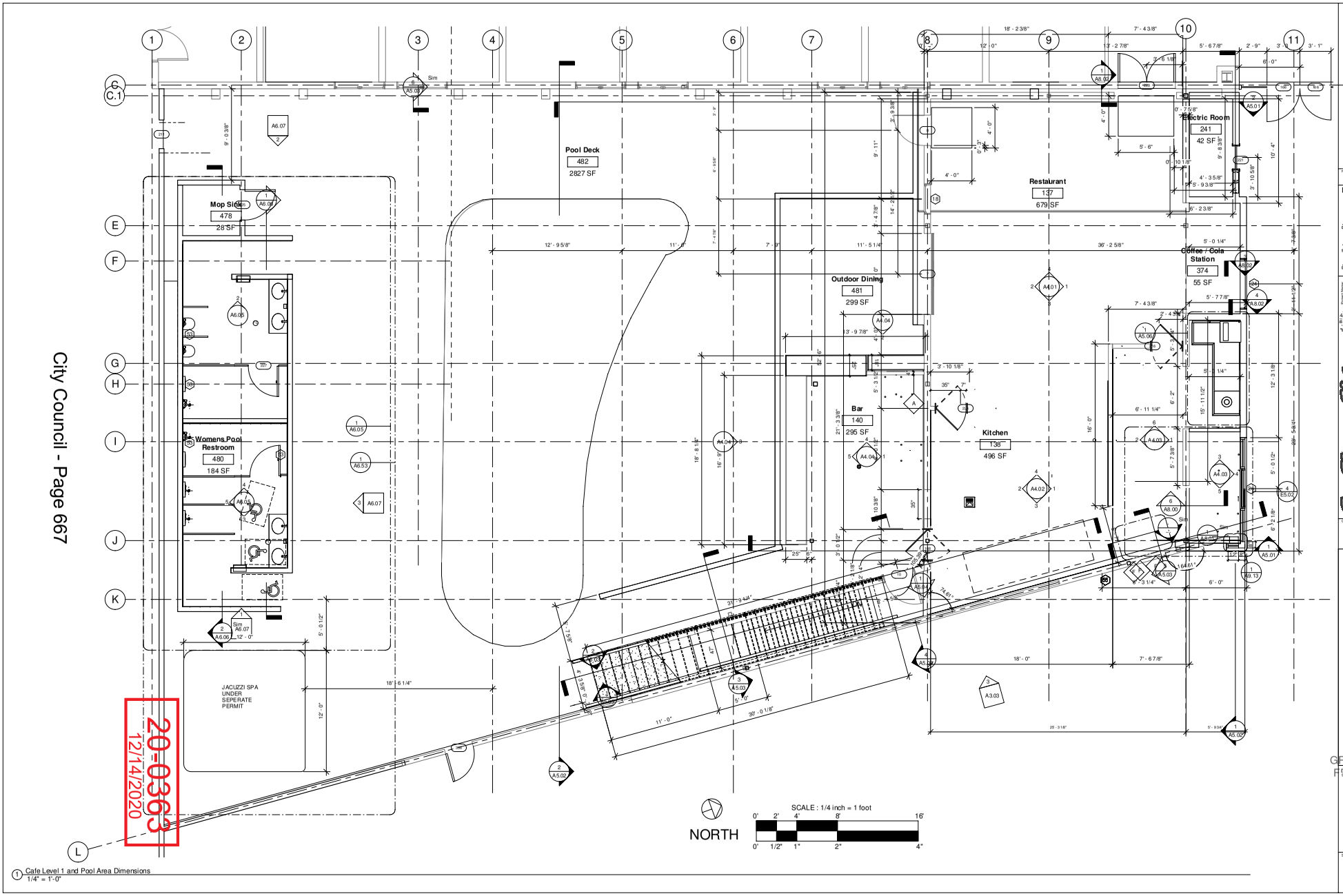
Revision Description:

Revision Date:

Sheet Title: Cafe Level 1 & Pool Area Plan w/ Keynotes

Sheet No: A2.03

City Council - Page 666
20-0363
12/14/2020



1 Cafe Level 1 and Pool Area Dimensions
1/4" = 1'-0"

20-0363
12/14/2020

cmbuilders
4815 W. Russell Rd. # 170 Las Vegas, NV 89118
Tele: (702) 367-9952
www.cmbuilderssvegas.com

Project No: 2019355.19

Design/Build Contractor
CM Builders
NV LICENSE # 0056964

Designed Consultant: Veronica Brooks

Signed by: Curt McClinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

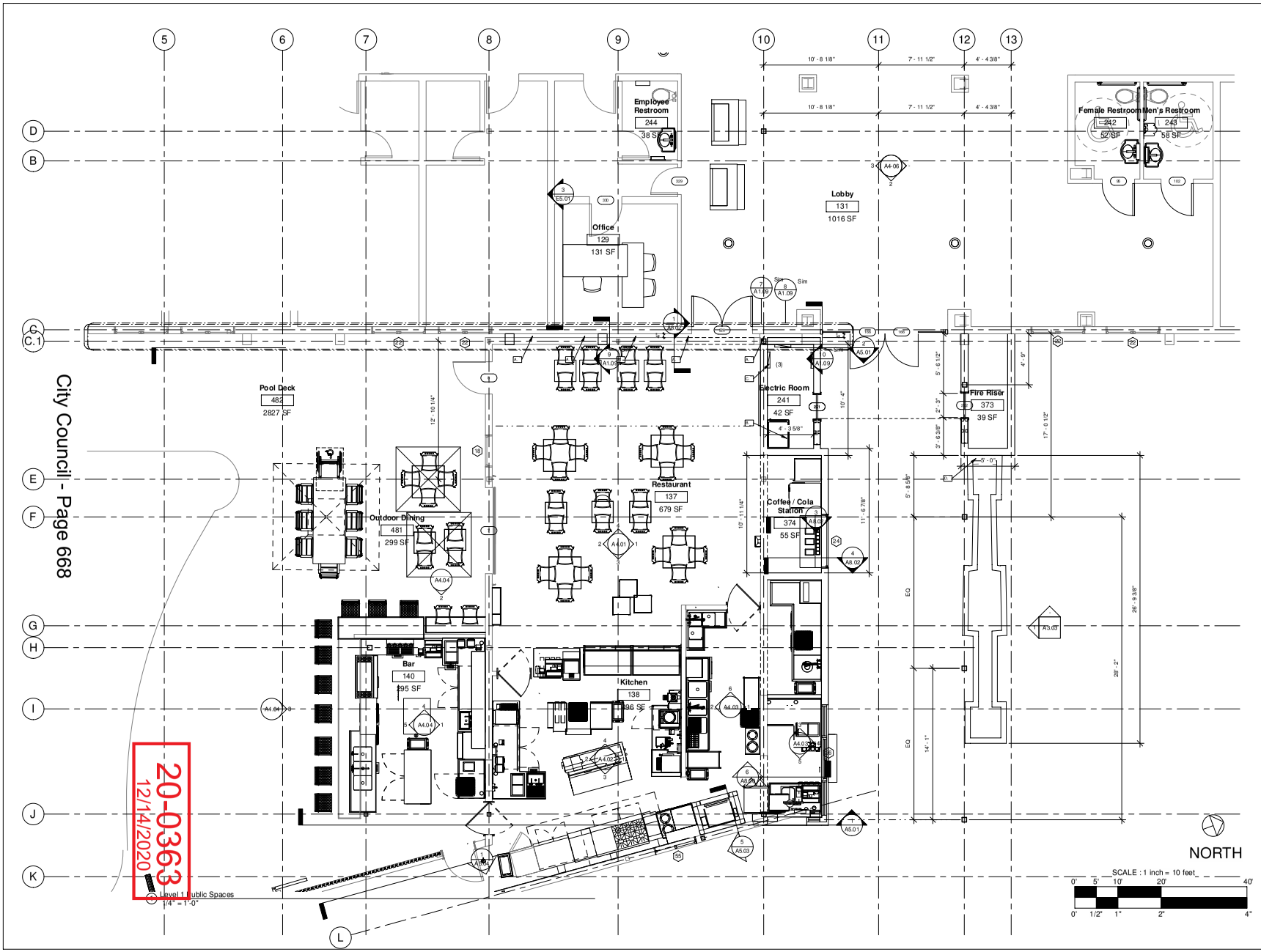
Revisions
Revision Description
Revision Date

GROUND FLOOR FRAMING PLAN

Sheet Title: Cafe Level 1 and Pool Plan Area Dimensions

22/2020
EN
RC

Sheet No: SA2.04



NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS.
2. ALL DIMENSIONS ARE TO FINISHED SURFACE
3. STAIR CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL PLANS AND CALCULATIONS TO SUBMIT TO CITY OF LAS VEGAS PRIOR TO CONSTRUCTING THE STAIRS
4. CONTRACTOR TO VERIFY DRAINAGE AND TO MAINTAIN 4" BELOW EXISTING WEEP SCREED
5. BAR PATIO COVER CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL CALCULATIONS TO SUBMIT TO CITY PRIOR TO CONSTRUCTING THE PATIO COVER
6. SEE PAGE A8.00 FOR WALL TYPES

KEYNOTES

A. 4" INCH EXPANSION PER DETAILS PAGE A1.09 7-10

B. SERVER CABINET

C. ELECTRICAL PANELS (3)

D. PATCH, AND REBUILD PLANTER TO BUTT UP AGAINST NEW BUILD OF FIRE RISER.

LEGEND

cmbuilders

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant: Veronica Brooks

Signed by: Curt McElroy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

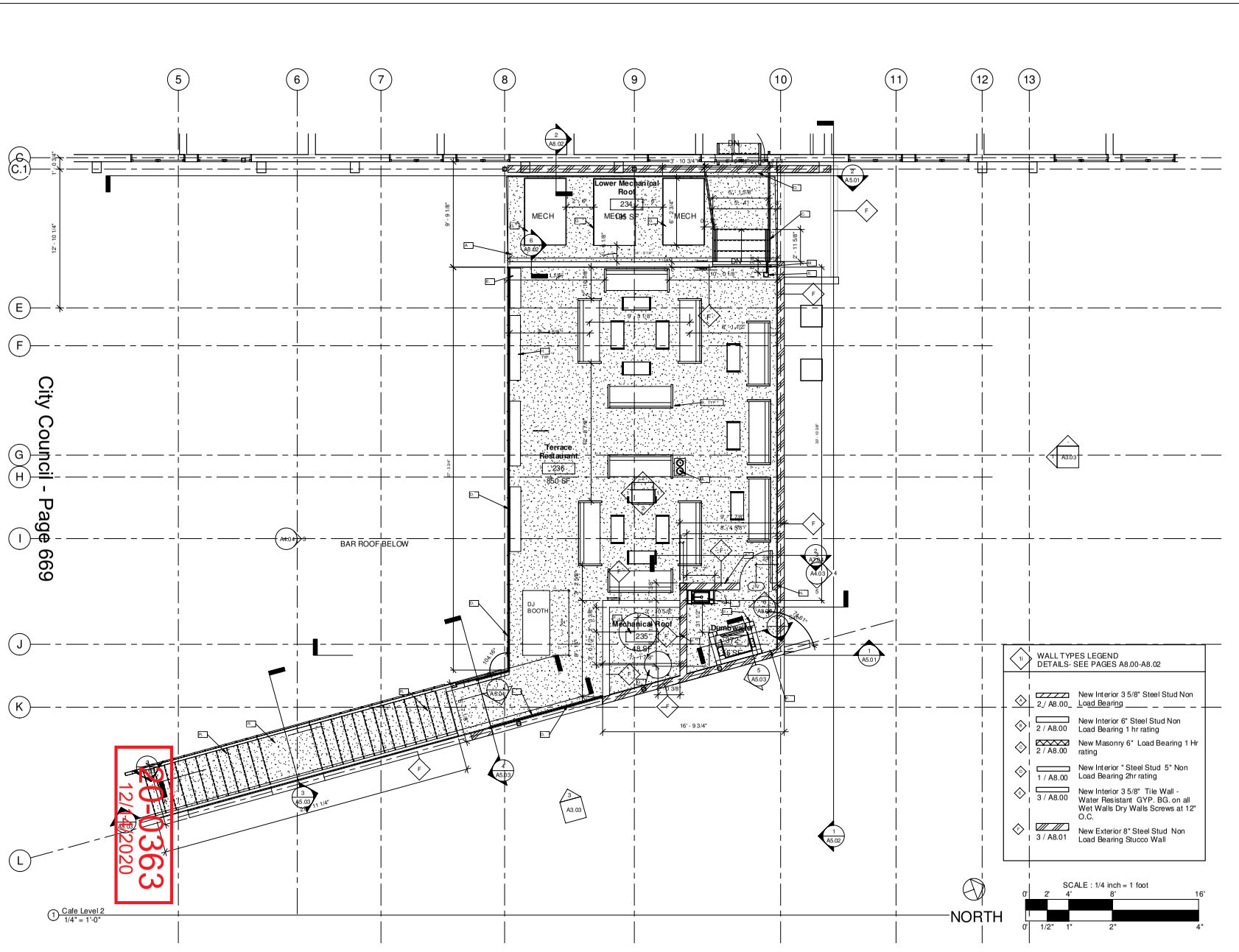
Client Name: LAS VEGAS HOTEL.NET

Revision Description:

Revision Date:

Sheet Title: Level 1 Public Spaces

Sheet No: A2.05



WALL TYPES LEGEND
DETAILS- SEE PAGES A8.00-A8.02

1	2 / A8.00	New Interior 3 5/8" Steel Stud Non Load Bearing
2	2 / A8.00	New Interior 6" Steel Stud Non Load Bearing 1 hr rating
3	2 / A8.00	New Masonry 6" Load Bearing 1 Hr rating
4	1 / A8.00	New Interior " Steel Stud 5" Non Load Bearing 2hr rating
5	3 / A8.00	New Interior 3 5/8" Tile Wall - Water Resistant GYP. BG. on all Wet Walls Dry Walls Screws at 12" O.C.
7	3 / A8.01	New Exterior 8" Steel Stud Non Load Bearing Stucco Wall

NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS.
2. ALL DIMENSIONS ARE TO FINISHED SURFACE
3. STAIR CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH STRUCTURAL PLANS AND CALCULATIONS TO SUBMIT TO CITY OF LAS VEGAS PRIOR TO CONSTRUCTING THE STAIRS CONTRACTOR TO VERIFY ALL DIMENSIONS.
4. FURNITURE CONTRACTOR TO PROVIDE SHOP DRAWINGS WITH FASTENING INSTRUCTIONS PRIOR TO INSTALLATION OF THE FURNITURE
5. ALL SURFACE WATER DESIGNED TO DRAIN TO ROOF DRAIN AND OVERFLOW

KEYNOTES

- A. ROOF DRAIN AND OVERFLOW
- B. FIXED FURNITURE SEATING
- C. STAIRS TO LOWER ROOF
- D. FIXED LIGHT ON GLASS RAILING
- E. STRUCTURAL COLUMN TO SUPPORT STAIRS SEE SHOP DRAWINGS OF STAIRS
- F. HOOD EXHAUST (SEE MECH)
- G. RTU SEE MECHANICAL
- H. HIGH TOP TABLES
- I. HAND SINK
- J. DUMBWAITER
- L. GLASS RAILING
- M. EXTENDED RAILING
- N. 2/12 SLOPE OF ROOF VIA THE DIFFERENCE OF SLIGHT HEIGHT OF WALLS TO DRAIN ON PARKING LOT
- O. EXTEND WALKWAY TO MEET BUILDING 4 IN. SEISMIC GAP
- P. DRUM LIGHTING MOUNTED ON DUMBWWAITER SEE ELEVATIONS
- Q. DISHWASHER HOOD
- R. LED TREAD ON STAIRS AND LANDING

LEGEND

cmbuilders

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant:
Veronica Brooks

Signed by: Curt McCleary

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name:
LAS VEGAS HOTEL.NET

Revision Description:

Revision Date:

Sheet Title:
Rooftop Terrace Floor Plan

Sheet No:
A2.06



City Council - Page 670

20-0363
01/14/2020

NOTES

1. ELECTRICAL CONTRACTOR TO VERIFY BREAKERS AND PANELS AFFECTED AND PROVIDE SUCH INFORMATION ON THE AS-BUILT SET OF PLANS TO BE SUBMITTED TO THE CITY OF LAS VEGAS
2. PLUMBING CONTRACTOR TO VERIFY ALL WATER SUPPLY AND WASTE LINES DURING THE COURSE OF DEMO AND RELOCATION OF THE FACILITIES LOCATED IN THE LOBBY AND PROVIDE SUCH INFORMATION ON THE AS-BUILT SET OF PLANS TO BE SUBMITTED TO THE CITY OF LAS VEGAS.
3. SEE ENLARGED FLOOR PLAN FOR DIMENSIONS AND KEYNOTES.
4. HOTEL LOBBY REMODEL REFER TO SHEETS - A6.00 AND A6.01 ENLARGED LOBBY FLOOR PLAN

KEYNOTES

A. EXISTING ELEVATOR
B. EXISTING BATHROOM LAYOUT TYPICAL
C. EXISTING ELECTRICAL PANEL
D. EXISTING WATER HEATER
E. EXISTING SEWER CLEANOUT
F. EXISTING WATER COOLER
G. MECHANICAL CHASE FOR FIRE SPRINKER RETROFIT WALL TYPE B ON PAGE A9.00

LEGEND

DEMO
EXISTING WALL

cmbuilders

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant:
Veronica Brooks

Signed by: Curt McCleary

Date:

Project Name:
Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

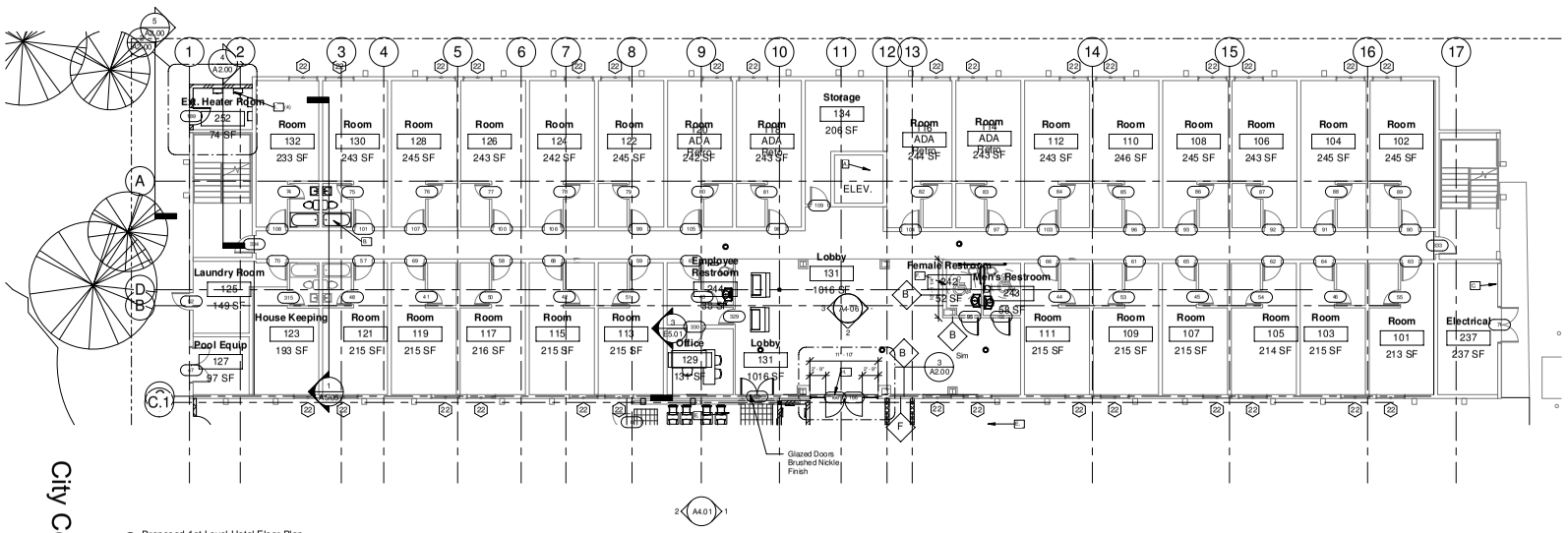
Client Name:
LAS VEGAS HOTEL.NET

Revision Description:

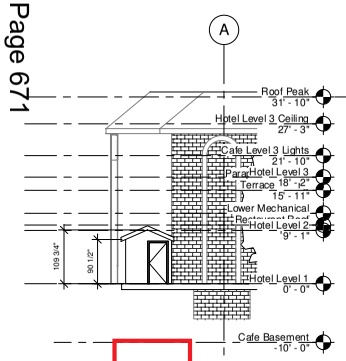
Revision Date:

Sheet Title:
Hotel Floor Plan- Exisiting

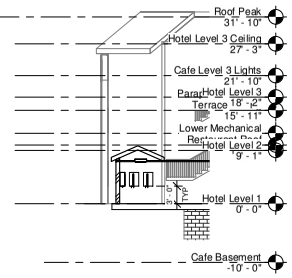
Sheet No:
A1.99



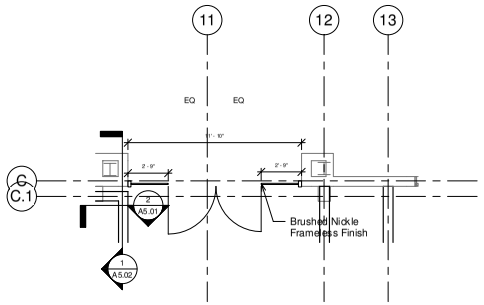
1 Proposed 1st Level Hotel Floor Plan
1" = 10'-0"



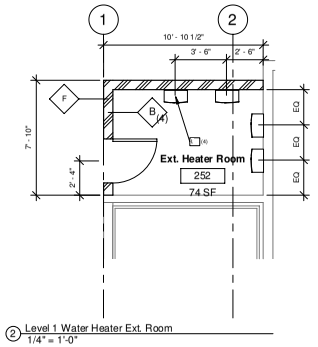
5 Section Hotel Exterior Tankless Water Heater 2
1" = 10'-0"



4 Section Hotel Exterior Tankless Water Heater
1" = 10'-0"



3 Enlarged Lobby Proposed Floor Plan - Storefront Frameless
1/4" = 1'-0"



2 Level 1 Water Heater Ext. Room
1/4" = 1'-0"

NORTH

SCALE : 1 inch = 10 feet

0' 5' 10' 20' 40'

0' 1/2" 1" 2" 4"

NOTES

1. HOTEL LOBBY TO BE REMODELED. REFER TO SHEETS A6.00 FOR DEMO SCOPE AND A6.01 FOR ENLARGED LOBBY FLOOR PLAN, INCLUDES NEW ENTRY STOREFRONT, MANAGER'S OFFICE AND HOTEL FRONTDESK.
2. GENERAL CONTRACTOR TO PROVIDE FIRE TREATED WOOD STUD BLOCKING, OR EQUIVALENT TO SUPPORT ANY WALL ATTACHMENT AND/OR SIGNAGE.
3. IF EXISTING EXTERIOR ENTRANCE THRESHOLD EXCEEDS MINIMUM BARRIER FREE PROVISION OF THE CODE, REMOVE AND REPLACE TO BE BEVELED WITH A SLOPE NO GREATER THAN 1:12.
4. ALL DIMENSIONS ARE TO FINISHED FACE UNLESS SHOWN OR NOTED OTHERWISE.
5. SEE EXTERIOR DOOR AND WINDOW SCHEDULES FOR ROUGH OPENINGS.
6. PROVIDE FIRE EXTINGUISHERS AS NOTED ON THE APPROVED PLANS FROM THE CITY.

KEYNOTES

A. EXISTING ELEVATOR
B. EXISTING BATHROOM LAYOUT TYPICAL
C. EXISTING ELECTRICAL PANEL
D. EXISTING WATER HEATER
E. EXISTING SEWER CLEANOUT
F. EXISTING WATER COOLER
G. MECHANICAL CHASE FOR FIRE SPRINKER RETROFIT WALL TYPE B ON PAGE A8.00
H. NEW FRAMLESS STOREFRONT W/ BRUSHED NICKLE FINISH & HARDWARE
I. RINNAII TANKLESS WATER HEATERS (SEE PLUMBING)

LEGEND

cmbuilders

Project No: 2019355.19

Design / Build Contractor
CM Builders
NV LICENSE # 0054964

Designed Consultant: Veronica Brooks

Signed by: Curt McGinoy

Date:

Project Name: Las Vegas Net Hotel
2601 S. WESTWOOD DR
LAS VEGAS, NV 89109

Client Name: LAS VEGAS HOTEL.NET

#	Revision Date:	Revision Description:
4	6/22/2020	Update to 2018 IBC

Sheet Title: Hotel Floor Plan

Sheet No: A2.00

City Council - Page 671

20-0363
12/14/2020



20-0363-EOT1 AND 20-0363-EOT2 - APPLICANT/OWNER: NEVADA LAND DEALS, LLC
2601 WESTWOOD DRIVE

01/20/2021



20-0363-EOT1 AND 20-0363-EOT2 - APPLICANT/OWNER: NEVADA LAND DEALS, LLC
2601 WESTWOOD DRIVE

01/20/2021

2595 Fremont Street, Las Vegas, NV 89104 | (702) 900-0000 | Sales@LV.Net | Support@LV.Net

Nevada Land Deals, LLC. dba: LasVegas.Net Hotel

City of Las Vegas
Department of Planning

SUP-67897
SDR-67901

Request Extension of Time to Special Use Permit

Site Address: 2601 Westwood Dr. Las Vegas, NV 89109 - APN 162-09-102-005

Dear Planning Division,

Please accept this letter as a request of extension of time to special use permit for the above site.

Due to Covid-19 pandemic and city requirement to update all the construction plans to 2018 building codes, we are requestioning an extension to timely complete the project during 2021.

We appreciate your acceptance.



Andrew McNeil
On behalf of LasVegas.Net Hotel

20-0363
12/14/2020

LAS VEGAS CITY COUNCIL
CAROLYN G. GOODMAN
Mayor
LOIS TARKANIAN
Mayor Pro Tem
STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING
ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

February 13, 2019

Las Vegas.Net Hotel
2595 Fremont Street
Las Vegas, Nevada 89104

RE: EOT-75228 - EXTENSION OF TIME RELATED TO EOT-75229 - SPECIAL USE PERMIT
PLANNING COMMISSION MEETING OF FEBUARY 12, 2019

Dear Applicant:

The Planning Commission at a regular meeting held on February 12, 2019 voted to ***APPROVE*** a request for an Extension of Time of an approved Special Use Permit (SUP-67897) FOR A 3,151 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE WITH 4,063 SQUARE FEET OF OUTDOOR SEATING AREA at 2601 Westwood Drive (APN 162-09-102-005), M (Industrial) Zone, Ward 1 (Tarkanian).

This approval is subject to the following conditions:

Planning

1. This Special Use Permit (SUP-67897) shall expire on January 10, 2021 unless another Extension of Time is approved by the Planning Commission.

2. Conformance to the conditions of approval of Special Use Permit (SDR-67897) and all other site related actions as required by the Department of Planning and Department of Public Works.

This action by the Planning Commission on **February 12, 2019** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests submitted please access http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm, or contact the Department of Planning and Development at 702.229.6301 after ***February 25, 2019***.

20-0363
12/14/2020

No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,

Eric McCammond
Senior Management Analyst
Case Planning Division

EM:nl

20-0363
12/14/2020

LAS VEGAS CITY COUNCIL
CAROLYN G. GOODMAN
Mayor
LOIS TARKANIAN
Mayor Pro Tem
STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING
ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

February 13, 2019

Las Vegas.Net Hotel
2595 Fremont Street
Las Vegas, Nevada 89104

RE: EOT-75229 - EXTENSION OF TIME RELATED TO EOT-75228 - SITE DEVELOPMENT PLAN REVIEW
PLANNING COMMISSION MEETING OF FEBUARY 12, 2019

Dear Applicant:

The Planning Commission at a regular meeting held on February 12, 2019 voted to ***APPROVE*** a request for an Extension of Time of an approved Site Development Plan Review (SDR-67901) FOR A PROPOSED 3,151 SQUARE-FOOT EXPANSION AND RENOVATION OF AN EXISTING HOTEL BUILDING on 1.27 acres at 2601 Westwood Drive (APN 162-09-102-005), M (Industrial) Zone, Ward 1 (Tarkanian).

This approval is subject to the following conditions:

Planning

1. This Site Development Plan Review (SDR-67901) shall expire on January 10, 2021 unless another Extension of Time is approved by the Planning Commission.

2. Conformance to the conditions of approval of Site Development Plan Review (SDR-67901) and all other site related actions as required by the Department of Planning and Department of Public Works.

This action by the Planning Commission on **February 12, 2019** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests submitted please access http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm, or contact the Department of Planning and Development at 702.229.6301 after ***February 25, 2019***.

20-0365
12/14/2020

No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,

Eric McCammond
Senior Management Analyst
Case Planning Division

EM:nl

cc:

20-0363
12/14/2020

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
41a

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0363-EOT1 - Second Extension of Time of an approved Special Use Permit (SUP-67897) FOR A 3,151 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE WITH 4,063 SQUARE FEET OF OUTDOOR SEATING AREA

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, 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 17, 2021

Agenda Item No.:
41b

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0363-EOT2 - Second Extension of Time of an approved Site Development Plan Review (SDR-67901) FOR A PROPOSED 3,151 SQUARE-FOOT EXPANSION AND RENOVATION OF AN EXISTING HOTEL BUILDING

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, 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 17, 2021

Agenda Item No.:
42

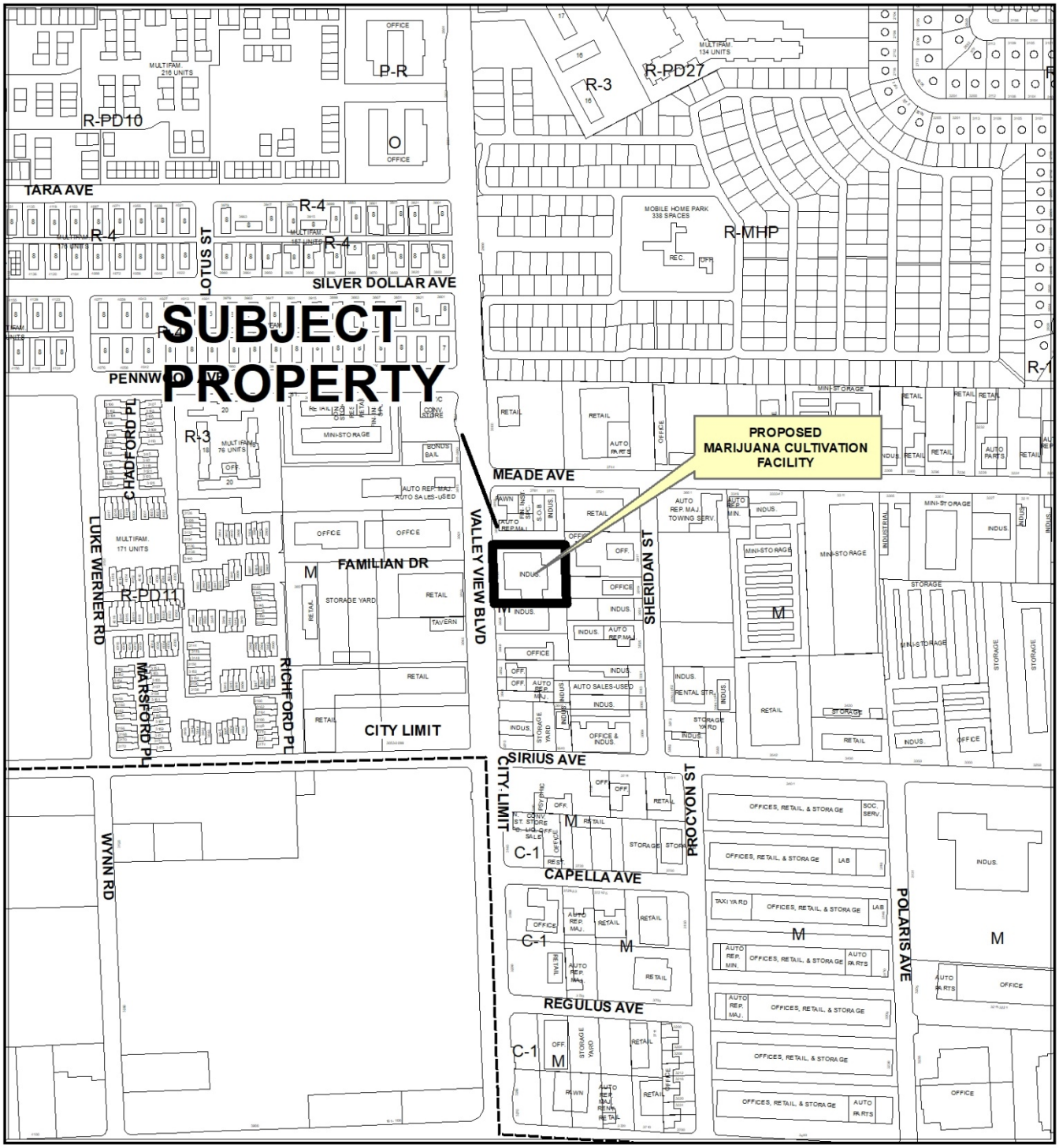
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
21-0025-EOT1 - EXTENSION OF TIME - PUBLIC HEARING - SPECIAL USE PERMIT - APPLICANT/OWNER: 1916 HIGHLAND PROPERTIES, LTD - For possible action on a Land Use Entitlement project request for a first Extension of Time of a Special Use Permit (SUP-77155) FOR A PROPOSED 17,754 SQUARE-FOOT CANNABIS CULTIVATION FACILITY USE at 3020 and 3030 South Valley View Boulevard (APN 162-08-302-003), M (Industrial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to the following conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SUP-77155 [PRJ-77140]
6. Justification Letter

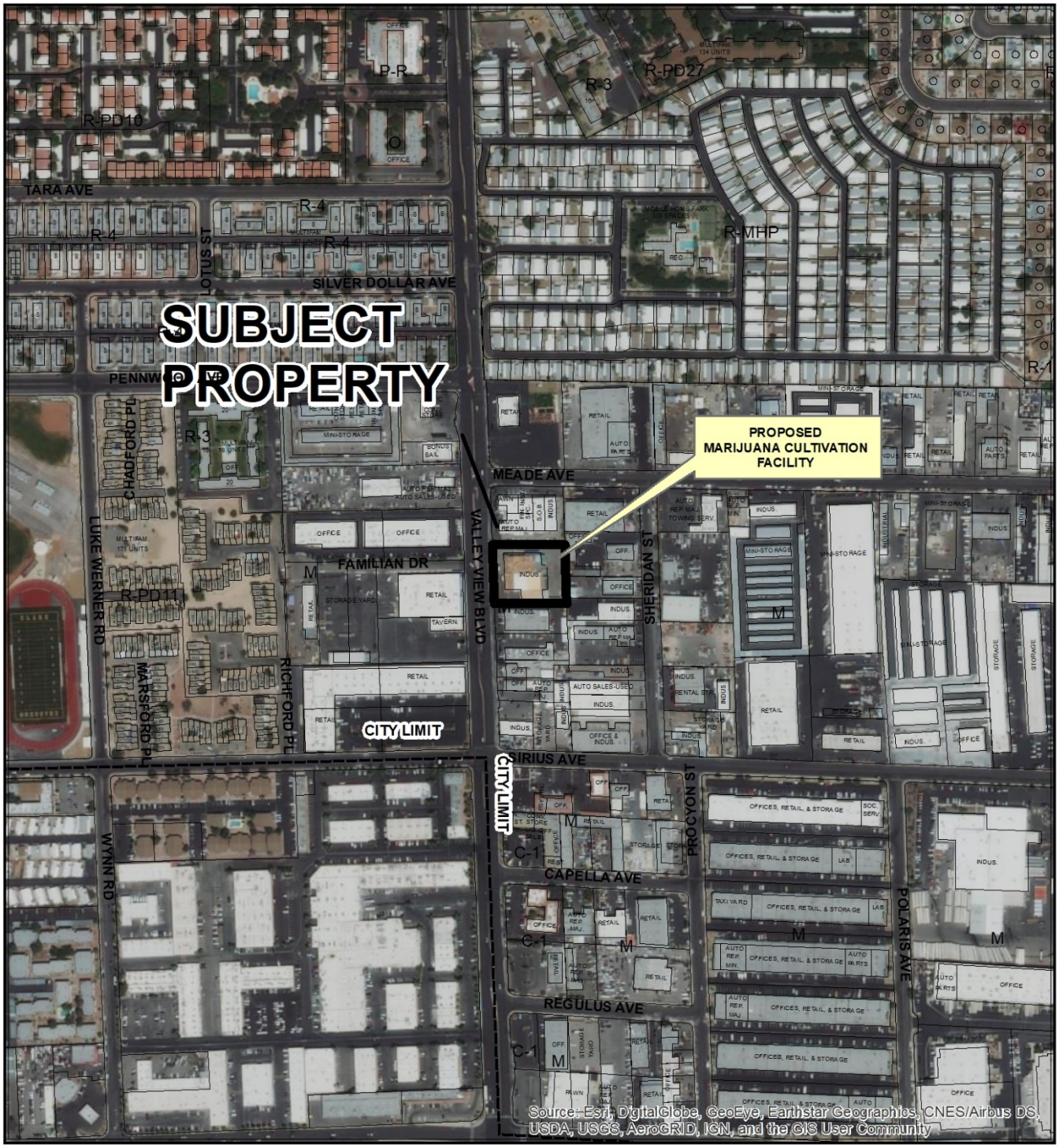


0 390 780 Feet

CASE: 21-0025-EOT1

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



CASE: 21-0025-EOT1

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

0 390 780 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 1916 HIGHLAND PROPERTIES, LTD

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
21-0025-EOT1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

** CONDITIONS **

21-0025-EOT1 CONDITIONS

Planning

1. This Extension of Time for a Cannabis Cultivation Facility use shall expire on April 3, 2023 unless another Extension of Time is approved by the City Council.

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is an Extension of Time request for a Special Use Permit for a proposed 17,754 square-foot Cannabis Cultivation Facility use at 3020 and 3030 South Valley View Boulevard.

ISSUES

- The City Council approved Special Use Permit (SUP-77155) to allow a 17,754 square-foot Cannabis Cultivation Facility use on October 3, 2019.
- Special Use Permit (SUP-77155) is due to expire on April 3, 2021 unless an Extension of Time is granted.
- Extension of Time (21-0025-EOT1) request was submitted on January 18, 2021.
- This is the first Extension of Time request for Special Use Permit (SUP-77155).

ANALYSIS

On October 3, 2019, the City Council approved Special Use Permit (SUP-77155) to allow a 17,754 square-foot Cannabis Cultivation Facility use at the subject site. The entitlement was approved with the following condition, “This approval shall be void eighteen months from the date of final approval, unless exercised pursuant upon the issuance of a business license. An Extension of Time may be filed for consideration by the City of Las Vegas.” As no business license has been issued, Special Use Permit (SUP-77155) is set to expire on April 3, 2021 unless an Extension of Time is granted.

Per the submitted justification letter, the project encountered delays due to the current pandemic. Required extensions have been granted from the State Marijuana Compliance Board.

FINDINGS (21-0025-EOT1)

The subject site continues to comply with all minimum requirements as set forth by Title 19.12, and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan. As such, staff recommends approval of Extension of Time (21-0025-EOT1), subject to conditions.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/20/19	Special Use Permit (SUP-74648) to allow a 17,952 square-foot marijuana cultivation facility use was denied by the City Council. The Planning Commission and Department of Planning Staff recommended approval.
10/02/19	Special Use Permit (SUP-77155) to allow a 17,754 square-foot marijuana cultivation facility use was approved by the City Council. The Planning Commission and Department of Planning Staff recommended approval.

Most Recent Change of Ownership	
06/29/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/14/91	A building permit (#91126245) was issued for reroofing at 3020 South Valley View Boulevard. The permit was finalized on 03/27/92.
03/03/16	A Code Enforcement case (#164134) was processed for graffiti on a block wall at 3020 South Valley View Boulevard. The case was resolved on 03/26/16.
08/15/16	A business license (#G64-05974) was issued for a contractor (Southwest Plumbing Inc.) at 3020 South Valley View Boulevard. The license is still active.
01/27/20	Business Licenses (#M68-00001 and # M68-00002) for a Marijuana and Medical Marijuana Cultivation Facility were submitted for review. The licenses have not been issued.

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	
01/26/21	Staff conducted a routine field check and found an existing vacant commercial building. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	1.14

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Warehouse/Storage	LI/R (Light Industry/Research)	M (Industrial)
North	Auto Repair Garage, Major Financial Institution, Specified Pawn Shop Sexually Oriented Business Warehouse/Storage	LI/R (Light Industry/Research)	M (Industrial)
South	Warehouse/Storage	LI/R (Light Industry/Research)	M (Industrial)
East	Office, Other than Listed	LI/R (Light Industry/Research)	M (Industrial)
West	General Retail	LI/R (Light Industry/Research)	M (Industrial)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

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-77155 [PRJ-77140]

Project Address (Location) 3020 - 3030 S. Valley View Blvd. Las Vegas, NV. 89102

Project Name Highland Medical **Proposed Use** Marijuana Cultivation

Assessor's Parcel #(s) 16208302003 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information This Application is for a extention of the existion SUP

Property Owner 1916 Highland Properties LTD Contact Rich Ginocchi

Address 1461 Flint Ridge Ave City Las Vegas State NV Zip 89123

E-mail rich@rgelectric.biz Phone 702-325-9720

Applicant Richard Ginocchi Contact Rich Ginocchi

Address 1461 Flint Ridge Ave. City Las Vegas State NV Zip 89123

E-mail rich@rgelectric.biz Phone 702-325-9720

Representative Richard Ginocchi Contact Rich Ginocchi

Address 1461 Flint Ridge Ave. City Las Vegas State NV Zip 89123

E-mail rich@rgelectric.biz Phone 702-325-9720

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 Rich Ginocchi

Subscribed and sworn before me

This 18th day of Jan., 20 21

_____

Notary Public in and for said County and State

MARILYN TORRES
Notary Public State of Nevada
No. 17-2923-1
My Appt. Exp. June 21, 2021

21-0025
01/18/2021

SPECIAL USE PERMIT PACKAGE

FOR

RG HIGHLAND ENTERPRISES

3020 S. VALLEY VIEW BLVD. LAS NV 89102

21-0025
01/18/2021

LEGAL DESCRIPTION

PT NW4 SW4 SEC 08-21-61

PROJECT DATA

LOCATION: RG HIGHLAND ENTERPRISES
3020 S. VALLEY VIEW BLVD.
LAS VEGAS, NV 89102

OWNER: RG HIGHLAND ENTERPRISES

SYMBOL LEGEND

FLOOR PLAN — DRAWING TITLE
SCALE: 1/8" = 1'-0" — DRAWING SCALE

1 / A0.01 TITLE — DETAIL TITLE
SCALE: SCALE — DETAIL SCALE

1 / A0.01 — WALL SECTION MARK

1 / A0.01 — SECTION DETAIL MARK

/ # / # / # NUMBER — ELEVATION KEYS
0'-0" FF ELEV — ELEVATION MARK

1 TOP / BOTTOM 1 — DOOR NUMBER

ROOM NUMBER

SHEET INDEX

SHEET NUMBER	SHEET TITLE	DATE: 6.30.2018	DATE: 7.2.2019			
	ARCHITECTURAL					
A0.01	COVER AND INFORMATION SHEET	●	●			
A1.01	SITE PLAN	●	●			
A2.01	OVERALL FIRST FLOOR PLAN	●	●			
A2.02	OVERALL SECOND FLOOR PLAN	●	●			
A3.01	ELEVATIONS / PHOTOS	●	●			

CODE ANALYSIS

1. CODE YEAR/TYPE:EXISTING BUILDING: APN: 162-08-302-003
2018 INTERNATIONAL BUILDING CODE (IBC) WITH LOCAL AMENDMENTS
2018 INTERNATIONAL FIRE CODE WITH LOCAL AMENDMENTS
2018 UNIFORM MECHANICAL CODE WITH LOCAL AMENDMENTS
2018 UNIFORM PLUMBING CODE WITH LOCAL AMENDMENTS
2017 NATIONAL ELECTRICAL CODE WITH LOCAL AMENDMENTS
2018 INTERNATIONAL ENERGY CONSERVATION CODE WITH LOCAL AMENDMENTS
2009 ICC ANSI A117.1 ACCESSIBLE AND USEABLE BUILDING AND FACILITIES
2. OCCUPANCY CLASSIFICATION (IBC CHAPTER 3): M-2
3. TYPE OF CONSTRUCTION: (IBC CHAPTER 6): V-B
4. FIRE SPRINKLERS (IBC 903, 903.3): YES NFPA 13
5. FIRE ALARMS (IBC 907) NOT REQUIRED
6. HEIGHT (IBC 503-507& TABLE 503) - ACTUAL: 25'-0" ALLOWABLE: 60'-0"
7. STORIES (IBC 504.2 & TABLE 503) - ACTUAL: 2 ALLOWABLE: 2
8. AREA: (IBC 503-507 & TABLE 503) -ALLOWABLE 27,000 SQ FT. WITH SPRINKLER SYSTEM PER IBC 506.3

BUILDING SIZE: 17,754 SQ. FT.
ACTUAL TOTAL: 17,754 SQ. FT.

9. OCCUPANT LOAD (IBC 1004, & TABLE 1004.1.2):
10. NUMBER OF EXITS (IBC 1015.1, 1021 & TABLES 1015.1,1021.1,1021.2)
11. FIRE-RESISTANCE RATING REQUIREMENTS (TABLE 601) PRIMARY STRUCTURAL FRAME
0 HR BEARING WALLS: INTERIOR
0 HR BEARING WALLS: EXTERIOR
0 HR NON-BEARING WALLS AND PARTITIONS: INTERIOR
0 HR FLOOR CONSTRUCTION AND SECONDARY MEMBERS
0 HR ROOF CONSTRUCTION AHND SECONDARY MEMBERS
12. PROTECTION OF OPENINGS DUE TO LOCATION ON PROPERTY AND MAXIMUM AREA OF EXTERIOR WALL OPENINGS. - (IBC 705.8 & TABLE 705.8) N/A
13. SPACES REQUIRING FIRE-RESISTANCE-RATED SEPARATION (IBFC 420,508,706,707,708,709,712) - N/A
14. NON-SEPARATED USES WITH REQUIRED CALCULATIONS - N/A
15. ROOF COVERING MATERIAL CLASS - CLASS 1

CODE COMPLIANCE: IBC 2018
TYPE OF CONSTRUCTION: V-B
FIRE SPRINKLERS: FULLY SPRINKLERED
LEVELS: 2
PROJECT LEVEL: 1 & 2
TYPE OF OCCUPANCY: F-1

FIRST FLOOR PRODUCTION PACKAGING / STORAGE OCCUPANT LOAD
3,192 S.F. / 300 OCCUPANT LOAD = 11 OCCUPANTS

FIRST FLOOR CULTIVATION OCCUPANT LOAD
13,100 S.F. / 1000 OCCUPANT LOAD = 14 OCCUPANTS

16,292 S.F. TOTAL FIRST FLOOR OCCUPANT LOAD = 25 OCCUPANTS

SECOND FLOOR OFFICE OCCUPANT LOAD
1,462 S.F. / 150 OCCUPANT LOAD = 10 OCCUPANTS

17,754 S.F. TOTAL OCCUPANT LOAD = 35 OCCUPANTS

NUMBER OF EXITS
REQUIRED EXITS = 1
PROVIDED EXITS = 5

PLUMBING LOAD
TOTAL OCCUPANT LOAD: 35 OCCUPANTS =
PROVIDE 1 FIXTURE AND SINK PER EVERY 100 OCCUPANTS
REQUIRED: 1 TOILET FIXTURE AND 1 SINK, FOR EACH THE MEN / WOMEN
PROVIDED: 1 TOILET FIXTURE AND 1 SINK, FOR EACH THE MEN / WOMEN

NOTE:
PROJECT SHALL COMPLY WITH THE 2018 UPC, 2018 UMC, 2017 NEC, 2018 IECC, 2009 ICC A/17.1, AND THE SOUTHERN NEVADA CODE AMENDMENTS

PARKING ANALYSIS

MARIJUANA CULTIVATION AND PRODUCTION FACILITIES PARKING REQUIREMENTS:
1 PER EACH EMPLOYEE OF THE SHIFT WITH THE GREATEST NUMBER OF EMPLOYEES
GREATEST NUMBER OF EMPLOYEES IN ANY SHIFT = 6 EMPLOYEES

TOTAL PARKING REQUIRED:	= 5 SPACES
ACCESSIBLE PARKING REQUIRED:	= 0 SPACES
VAN ACCESSIBLE PARKING REQUIRED:	= 1 SPACES
STANDARD SPACES PROVIDED:	= 16 SPACES
ACCESSIBLE SPACES PROVIDED:	= 0 SPACES
VAN ACCESSIBLE SPACES PROVIDED:	= 1 SPACES
TOTAL SPACES PROVIDED:	= 17 SPACES

BUILDING CONSTRUCTION

1. ALL WORK, MATERIALS, METHODS ETC. SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
2. MATERIALS TO BE USED SHALL BE OF FIRST QUALITY, ALL WORK SHALL BE PERFORMED BY SKILLED TRADES IN A WORKMANLIKE MANNER.
3. CLEAN, PATCH & REPAIR ALL SURFACES DAMAGED BY DEMOLITION OR ALTERATION OF WORK AS REQUIRED, INCLUDING EXISTING FIRE-RATED ASSEMBLIES.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND PROVIDING ALL BUILDING MATERIALS & FINISHES NOT SPECIFICALLY ADDRESSED IN THESE PLANS.

DESCRIPTION

PROJECT: RG HIGHLAND ENTERPRISES
3020 S. VALLEY VIEW BLVD.
LAS VEGAS, NV 89102

PROJECT TYPE: SPECIAL USE PERMIT

BUILDING OWNER: RG HIGHLAND ENTERPRISES

APN: 162-08-302-003

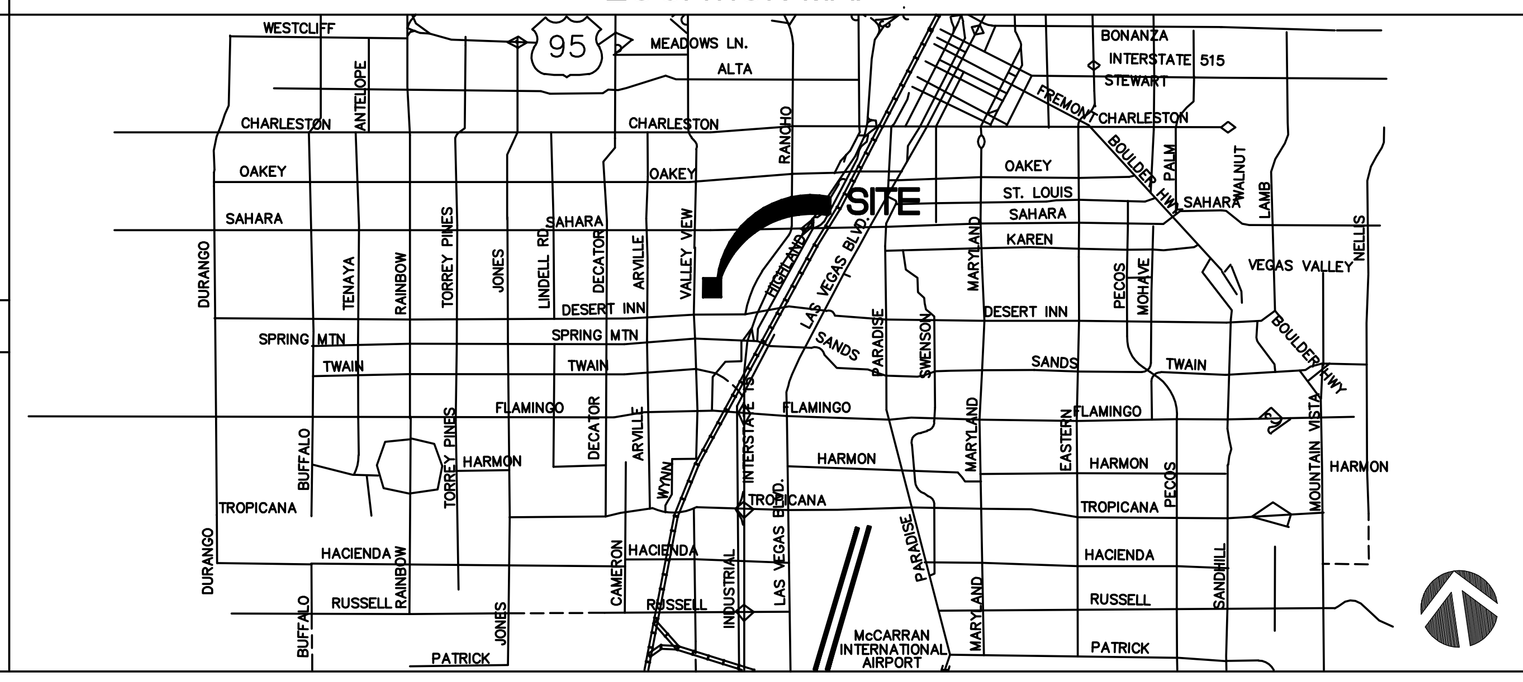
AREA OF IMPROVEMENT: 17,754 SQ. FT.

SCOPE OF WORK

SCOPE OF WORK: REMODEL EXISTING OFFICE AREA INTO A PRODUCTION AREA FOR A MEDICAL MARIJUANA FACILITY. THIS WILL INCLUDE SEVERAL HARVEST / CURE ROOMS.

REMODEL EXISTING WAREHOUSE SHELL INTO A CULTIVATION AREA FOR MEDICAL MARIJUANA PLANTS. THIS WILL INCLUDE DROPPING A GYPSUM BOARD CEILING WITH ALL OF THE NECESSARY GROWING ITEMS.

LOCATION MAP



No.	Revision/Issue	Date

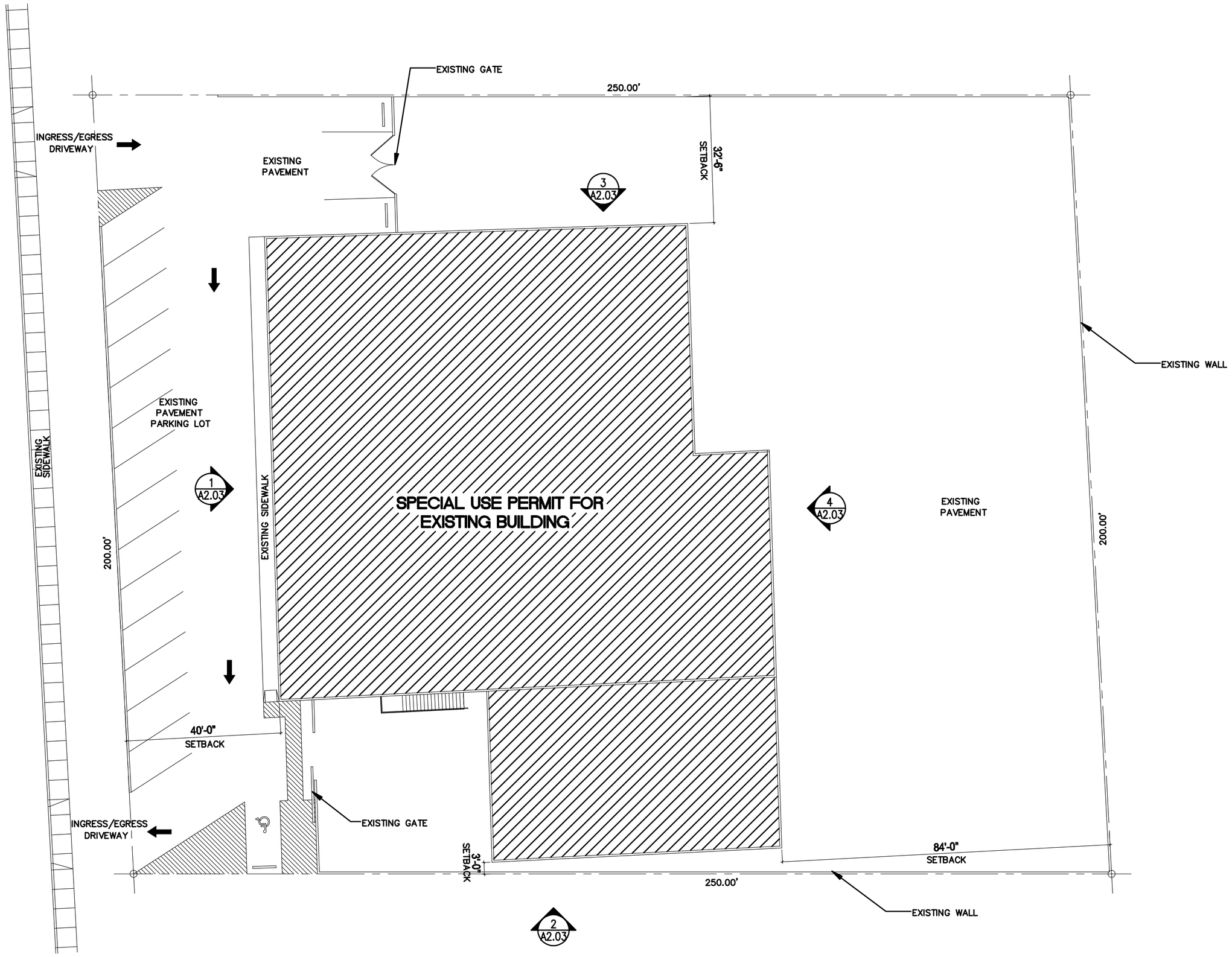
Firm Name and Address

Project Name and Address

RG HIGHLAND ENTERPRISES

3020 S. VALLEY VIEW BLVD.
LAS VEGAS, NV 89102

Project 2018-25	Sheet A0.01
Date 6-30-2018	
Scale AS NOTED	



1 A1.01 **SITE PLAN**

SCALE: 1/16"=1'-0"

1.14 ACRES 33% LOT COVERAGE

NORTH

21-0025
01/18/2021

No.	Revision/Issue	Date

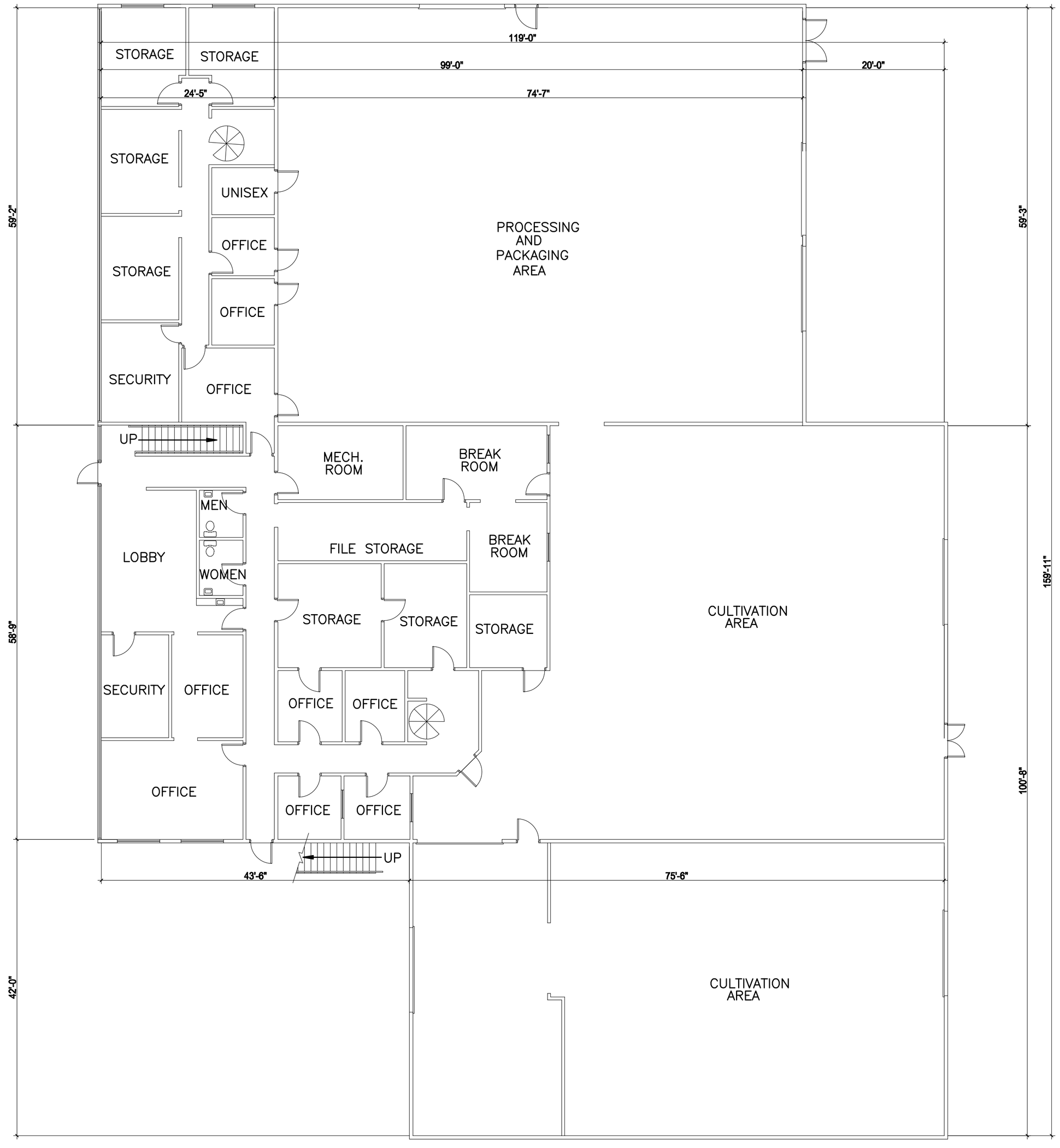
Firm Name and Address

Project Name and Address

RG HIGHLAND ENTERPRISES

3020 S. VALLEY VIEW BLVD.
LAS VEGAS, NV 89102

Project 2018-25	Sheet A1.01
Date 6-30-2018	
Scale AS NOTED	



1 / A2.01 **OVERALL FIRST FLOOR PLAN**

SCALE: 1/8" = 1'-0"

16,292 TOTAL SQUARE FEET

NORTH

21-0025
01/18/2021

No.	Revision/Issue	Date

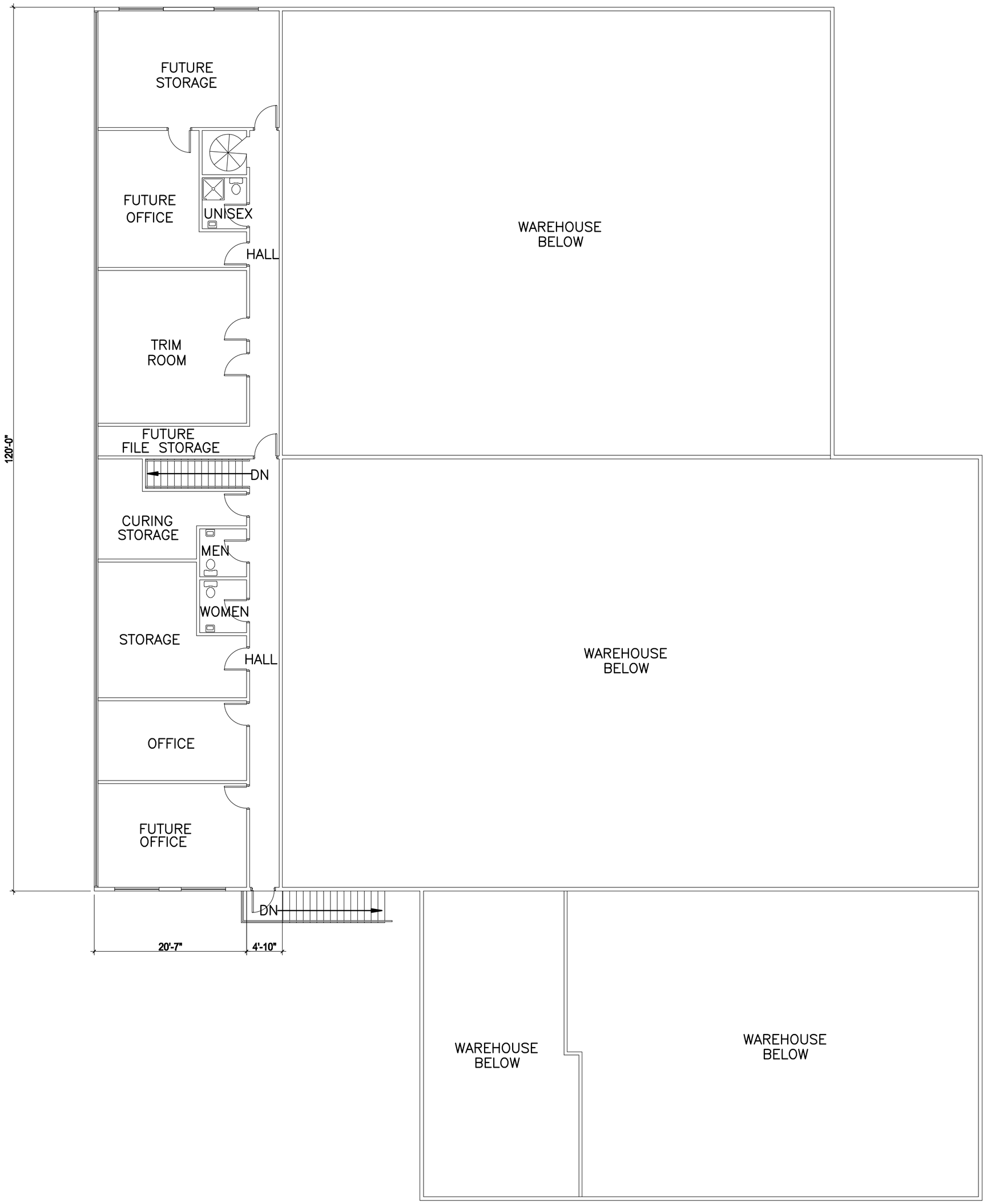
Firm Name and Address

Project Name and Address

RG HIGHLAND ENTERPRISES

3020 S. VALLEY VIEW BLVD.
LAS VEGAS, NV 89102

Project 2018–25	Sheet A2.01
Date 6–30–2018	
Scale AS NOTED	



1 / A2.02 **OVERALL SECOND FLOOR PLAN**

SCALE: 1/8" = 1'-0"

1,462 TOTAL SQUARE FEET

NORTH

21-0025
01/18/2021

No.	Revision/Issue	Date

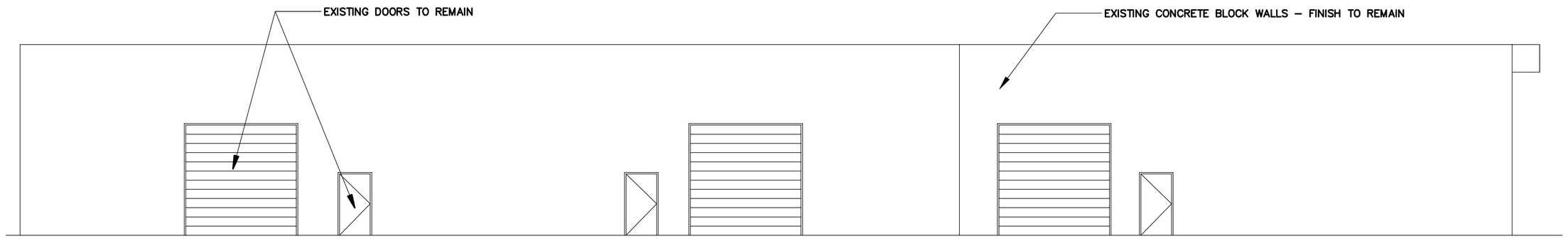
Firm Name and Address

Project Name and Address

RG HIGHLAND ENTERPRISES

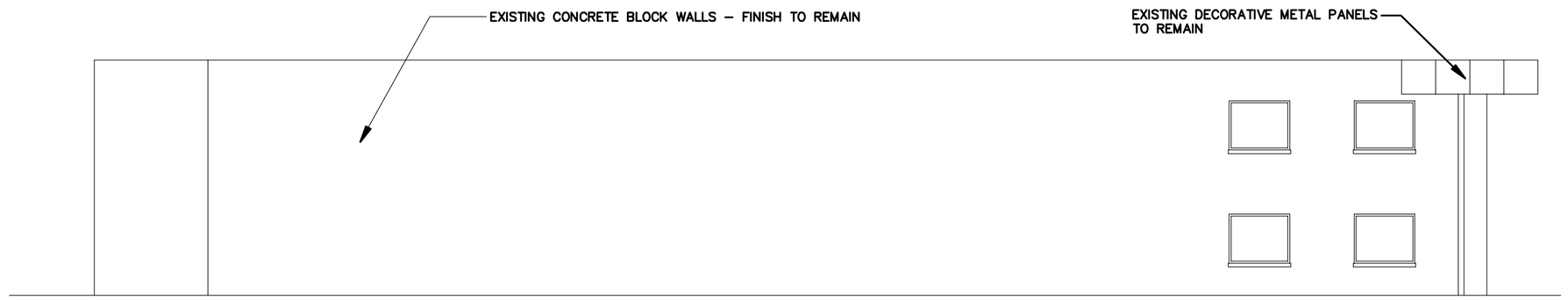
3020 S. VALLEY VIEW BLVD.
LAS VEGAS, NV 89102

Project 2018–25	Sheet A2.02
Date 6–30–2018	
Scale AS NOTED	



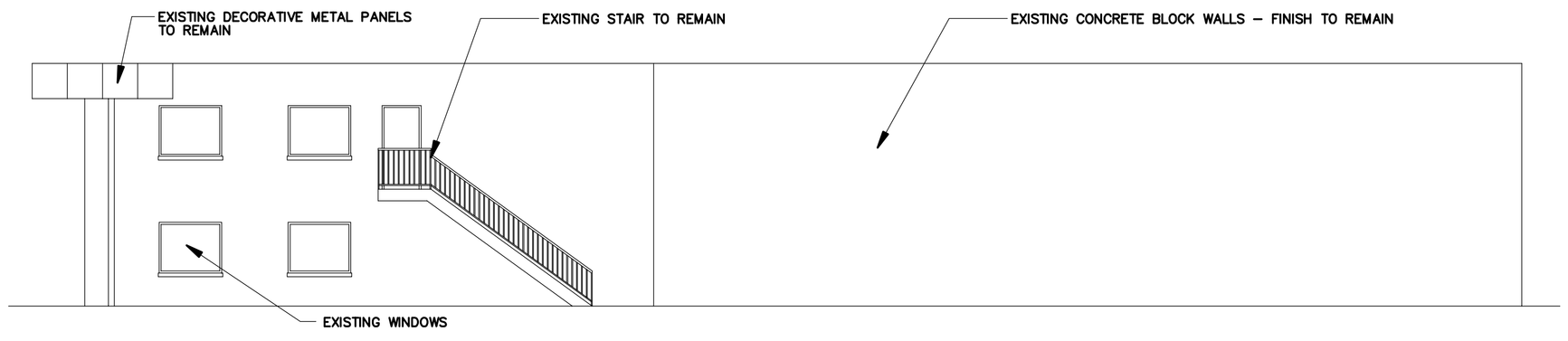
4 / A3.01 **EXISTING EAST SIDE ELEVATION**

SCALE: 1/8"=1'-0"



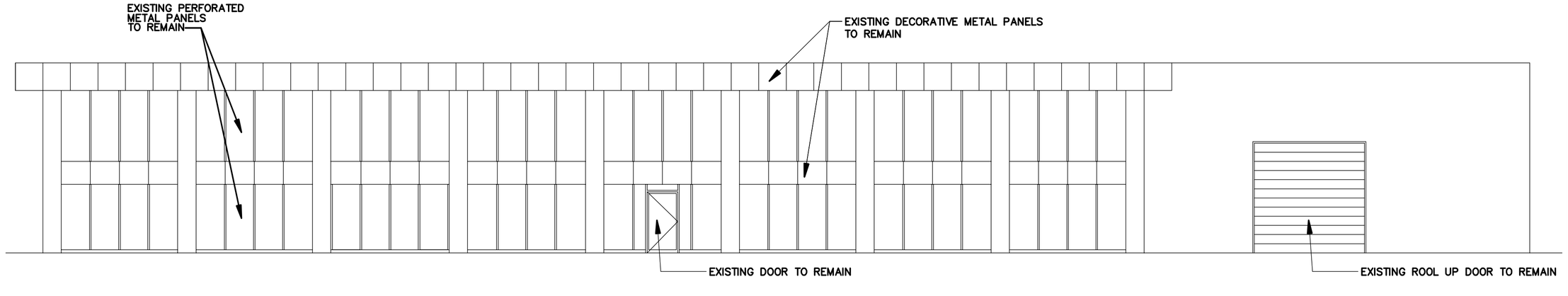
3 / A3.01 **EXISTING NORTH SIDE ELEVATION**

SCALE: 1/8"=1'-0"



2 / A3.01 **EXISTING SOUTH SIDE ELEVATION**

SCALE: 1/8"=1'-0"



1 / A3.01 **EXISTING WEST SIDE ELEVATION**

SCALE: 1/8"=1'-0"



EXISTING NORTHWEST SIDE ELEVATION



EXISTING SOUTHWEST SIDE ELEVATION



EXISTING FRONT ELEVATION

21-0025
01/18/2021

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

RG HIGHLAND ENTERPRISES

3020 S. VALLEY VIEW BLVD.
LAS VEGAS, NV 89102

Project 2018-25	Sheet A3.01
Date 6-30-2018	
Scale AS NOTED	



21-0025-EOT1 - APPLICANT/OWNER: 1916 HIGHLAND PROPERTIES, LTD
3020 AND 3030 SOUTH VALLEY VIEW BOULEVARD

01/26/21

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

MICHELE FIORE
Mayor Pro Tem

STAVROS S. ANTHONY
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING
OBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

October 3, 2019

Mr. Richard Ginocchi
1916 Flint Ridge Drive
Las Vegas, Nevada 89123

RE: SUP-77155 [PRJ-77140] - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 2, 2019

Dear Mr. Ginocchi:

The City Council at a regular meeting held on October 2, 2019 voted to ***APPROVE*** a request for a Special Use Permit FOR A PROPOSED 17,754 SQUARE-FOOT MARIJUANA CULTIVATION FACILITY USE at 3020 and 3030 South Valley View Boulevard (APN 162-08-302-003), M (Industrial) Zone, Ward 1 (Knudsen) [PRJ-77140].

This approval is subject to the following conditions:

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Marijuana Cultivation Facility use.

2. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a certificate of occupancy.

3. Cultivation is limited to the interior of a building.

4. Prior to the issuance of a business license the applicant shall remove all outside storage buildings from the subject site.

5. There shall be no on-premise consumption (the use, smoking, ingestion or consumption of any marijuana, edible marijuana or marijuana infused product) on the licensed premises.

6. All development shall be in conformance with the site plan and floor plan date stamped 07/31/19, except as amended by conditions herein. Any modification of the premises of a marijuana establishment shall be filed 60 days in advance of any proposed construction. A full and complete copy of all architectural and building plans shall be filed with the Director for a review of compliance with Title 6.95 and Title 19. The Director shall review the plans and approve any modifications in compliance with this chapter prior to the commencing of any construction of modifications.

21-0025
04/18/2021

7. This approval shall be void eighteen months from the date of final approval, unless exercised pursuant upon the issuance of a business license. An Extension of Time may be filed for consideration by the City of Las Vegas.

8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

10. The presence of minors on the premises of a marijuana establishment is prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian.

11. Approval of this Special Use Permit does not constitute approval of a marijuana facility license.

12. This business shall operate in conformance to Chapter 6.95 of the City of Las Vegas Municipal Code.

13. This Special Use Permit shall be reviewed biennially concurrently with the associated business license, at which time the City Council may require the termination of the use. The applicant shall be responsible for notification costs of the review. Failure to pay for these costs may result in a requirement that the Marijuana Cultivation Facility be removed.

14. All marijuana products shall remain in the original manufacturer's configuration intended for off-sale.

15. A Marijuana Cultivation Facility shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

16. Conformance to all regulations pertaining to Marijuana Establishments found within Nevada Revised Statute 453A and Nevada Administrative Code NAC 453A.

17. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0025
01/18/2021

Public Works

18. Coordinate with the Environmental Compliance Section of the Department of Public Works to determine appropriate pretreatment procedures, if any, required for industrial effluent from this facility prior to occupancy of this site or a business license for this use. Comply with the recommendations of the Environmental Compliance Section. The Section may be contacted through Mark Dunbar, 702-229-6188 or email at mdunbar@lasvegasnevada.gov.

The Notice of Final Action was filed with the Las Vegas City Clerk on October 3, 2019.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Ms. Amy Sugden
9728 South Gilespie Street
Las Vegas, Nevada 89183

21-0025
01/18/2021

Justification Letter

RE: SUP-77155

Request for extension of existing SUP.

City Council approved SUP-77155 on October 2, 2019 (Approval letter is attached). Work began with the coordination with NV Energy to upgrading the existing inadequate electrical service to a new 3000-amp three phase 480-volt system. This required extensive planning and design on the part of NVE. Electrical service upgrade work was completed in Dec. 2020.

Additional work completed at site:

a. Security fencing along East perimeter.
b. Security Lighting around perimeter.
c. Remove and replace asphalt parking lot with new Asphalt.
d. New roof installed with Solar panel mounting racks.
e. Interior of building completely gutted for Asbestos abatement.
f. Interior warehouse floors epoxy coated.
g. Interior warehouse ceilings insulated.
h. Electrical power distribution throughout interior.

Design team, Architects and Engineers are currently working on the final design drawings that will be submitted to City Building Department for review and permitting. This should be completed within the next 30 day with Construction of tenant improvement work to begin immediately upon issuance of Building Permits.

The main cause for the delays that we have experience were due to Covid-19. Even with that we were able to move forward but at a slower pace than we would have liked. We are now geared up to complete this project.

21-0025
01/18/2021

We have obtained all required extensions from the State Marijuana Compliance Board.

Sincerely,
Rich Ginocchi



21-0025
01/18/2021

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
43

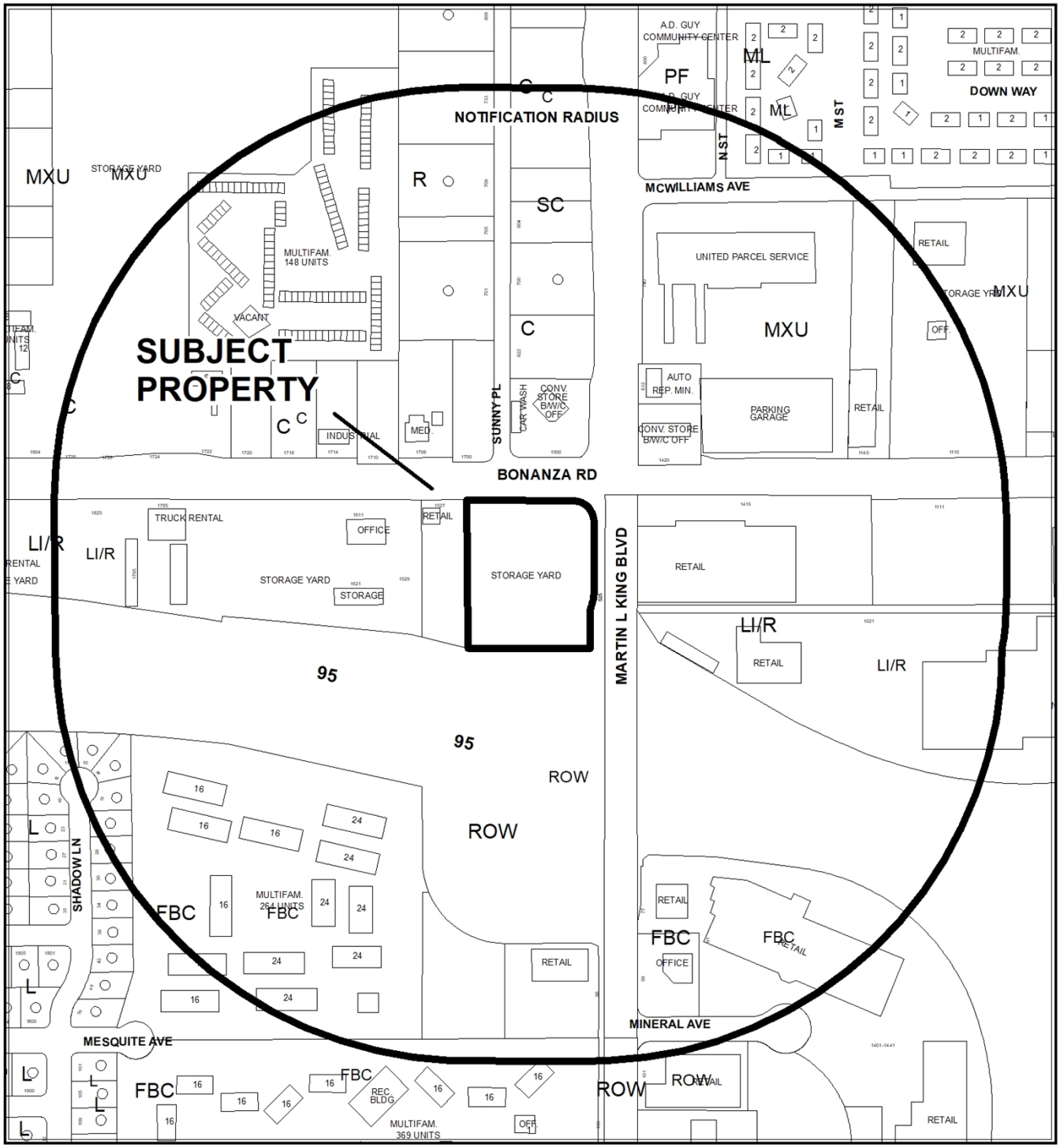
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
78755 - PUBLIC HEARING - APPLICANT/OWNER: DFA, LLC - For possible action on the following Land Use Entitlement project requests on 2.54 acres on the southwest corner of Bonanza Road and Martin L King Boulevard (APN 139-28-401-033), Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend APPROVAL 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:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps for 78755-GPA1
2. Land Use Map for 78755-GPA1
3. Location and Aerial Maps
4. Land Use Map for 78755-ZON1
5. Conditions and Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. Parking Analysis
10. Backup Submitted for the January 12, 2021 Planning Commission Meeting



CASE: 78755-GPA1

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: C (COMMERCIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: LI/R (LIGHT INDUSTRY AND RESEARCH)



0 275 550 Feet

CASE: 78755-GPA1

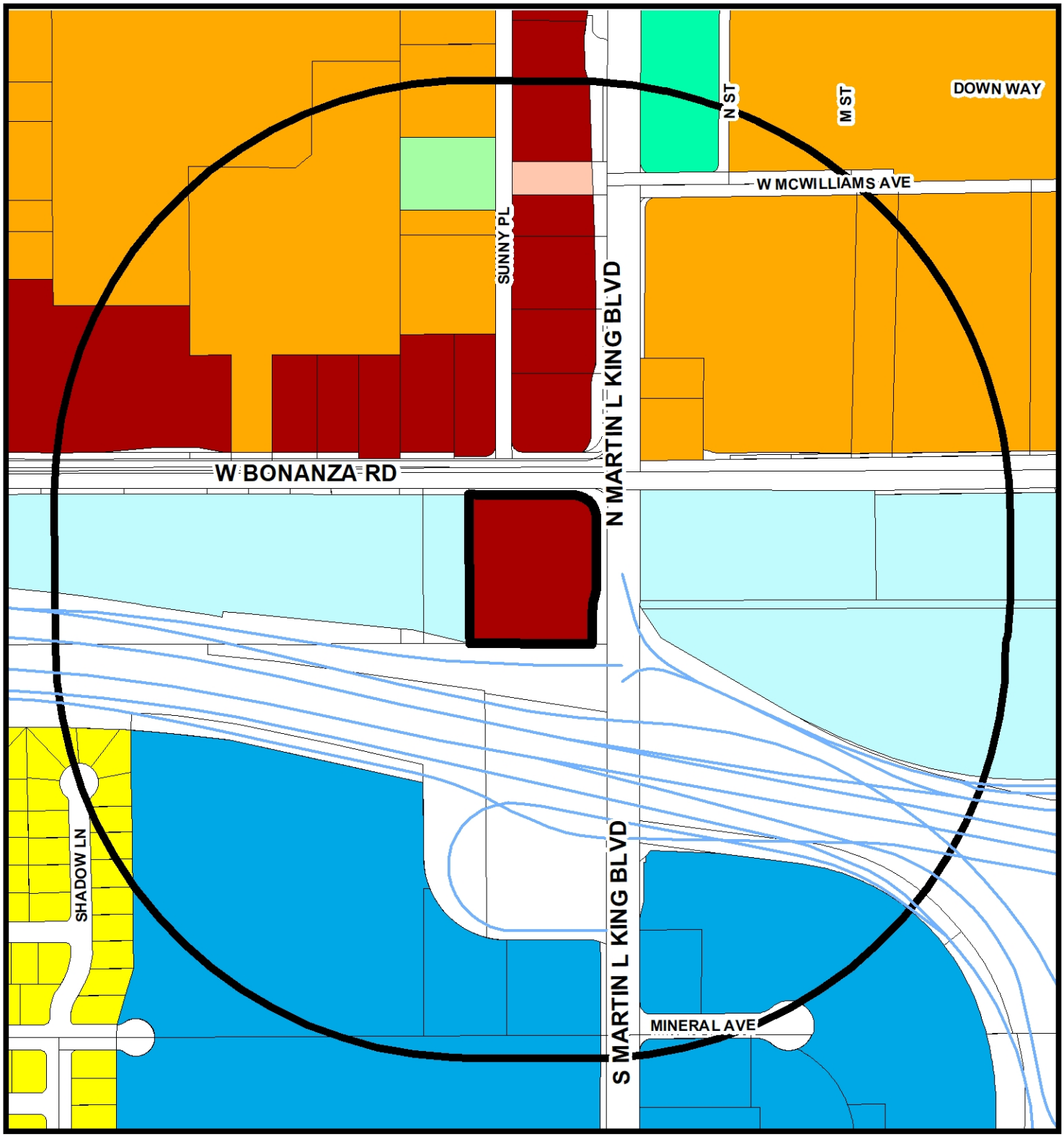
RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: C (COMMERCIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: LI/R (LIGHT INDUSTRY AND RESEARCH)

N

78755-GPA1



General Plan Amendment

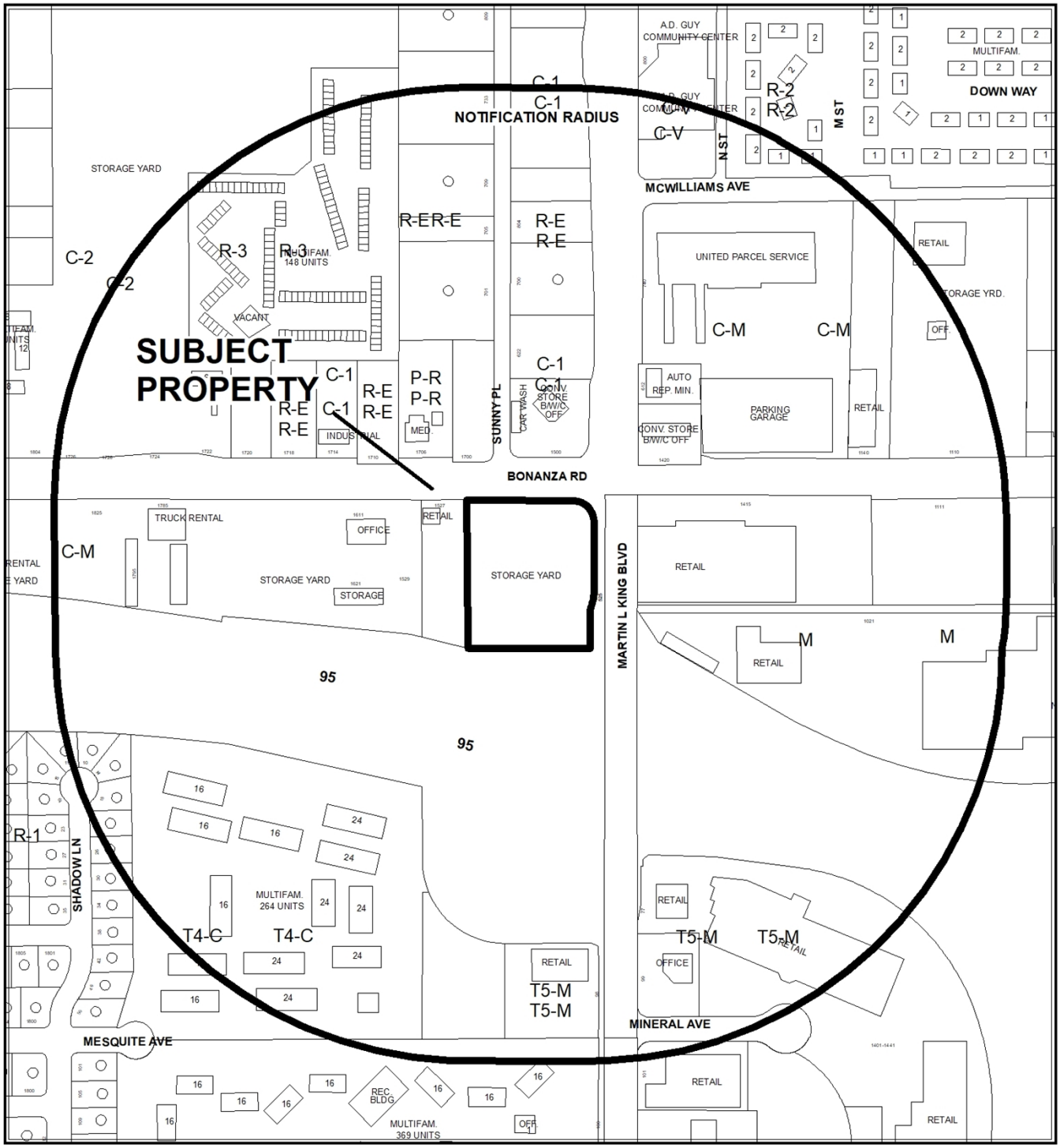
- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium Low
- Medium Low Attached
- Medium
- High
- Form-Based Code
- Planned Community Development
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industry / Research
- Traditional Neighborhood Development
- Downtown Redevelopment Area
- Parks/Recreation/Open Space
- Public Facilities
- Public Facilities - School
- Public Facilities - Clark County
- Town Center
- Resource Conservation
- Commercial (Downtown Land-Use)
- Mixed Use (Downtown Land-Use)

FROM C TO LI/R

- Subject Property
- 1000ft Buffer
- City Limits

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

Date: Tuesday, November 24, 2020



0 275 550 Feet

CASE: 78755

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N



0 275 550 Feet

CASE: 78755

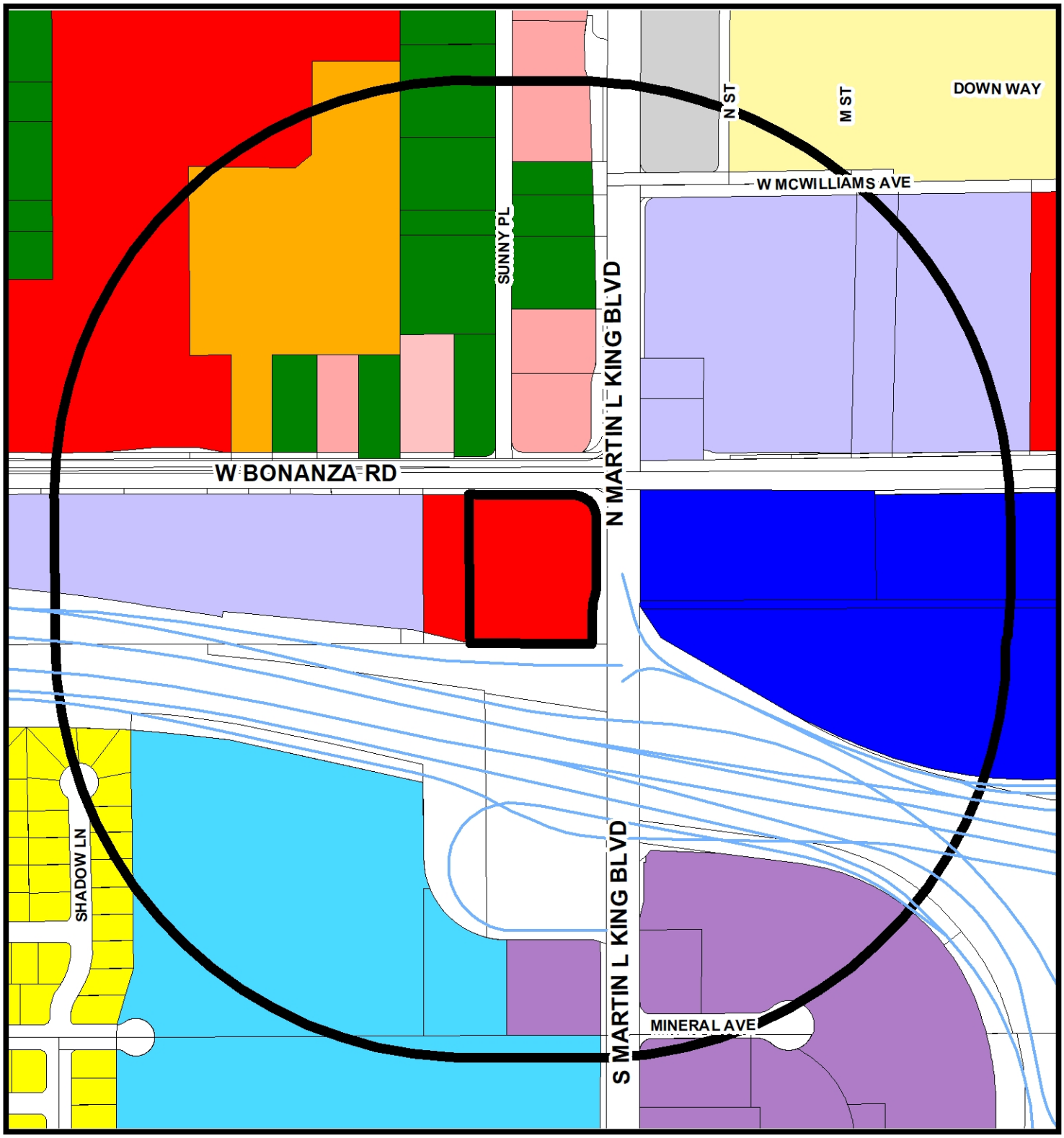
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N

78755-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T4-C - T4 Corridor
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- TC - Town Center

FROM C-2 TO C-M

Subject Property

1000ft Buffer

City Limits

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

Date: Tuesday, November 24, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: DFA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
78755-GPA1	Staff recommends APPROVAL.	
78755-ZON1	Staff recommends APPROVAL.	78755-GPA1
78755-SUP1	Staff recommends APPROVAL, subject to conditions:	78755-GPA1 78755-ZON1
78755-SDR1	Staff recommends APPROVAL, subject to conditions:	78755-GPA1 78755-ZON1 78755-SUP1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 194

PROTESTS 1 - 78755-GPA1 and ZON1 (By City Clerk)
0 - 78755-SUP1 and SDR1 (By City Clerk)

APPROVALS 0

NE

** CONDITIONS **

78755-SUP1 CONDITIONS

Planning

1. An Alternative Parking Standard is hereby approved to allow 43 parking spaces where 69 are required.

2. Approval of General Plan Amendment (78755-GPA1) and Rezoning (78755-ZON1); approval of and conformance to the Conditions of Approval for Site Development Plan Review (78755-SDR1) shall be required.

3. 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.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

78755-SDR1 CONDITIONS

Planning

1. Approval of General Plan Amendment (78755-GPA1) and Rezoning (78755-ZON1); approval of and conformance to the Conditions of Approval for Special Use Permit (78755-SUP1) shall be required.

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 and landscape plan date stamped 02/01/21, and building elevations date stamped 06/16/20, except as amended by conditions herein.

4. A Waiver from Title 19.08 is hereby approved, to not orient the building to the corner where such is required.

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.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

8. 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.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. All large trucks accessing this site, such as those delivering or removing the proposed construction equipment, shall take access only through the Bonanza Road driveway unless otherwise specifically allowed in writing by the City Traffic Engineer.

11. The sidewalk adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

12. The submitted Drainage Plan and Technical Drainage Study shall be approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, 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.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing a General Plan Amendment and Rezoning for a 2.54 acre lot located on the southwest corner of Bonanza Road and Martin L. King Boulevard in order to accommodate the construction of a new 17,056 square-foot heavy machinery dealership.

ISSUES

- A Waiver is requested to not orient the building to the corner where such is required. Staff supports this request.
- The existing off-premise signs (billboards) are to remain as constructed.

ANALYSIS

General Plan Amendment
The subject site is currently zoned C-2 (General Commercial) with a land use designation of C (Commercial), and is utilized as an outdoor storage lot.

The C (Commercial) category allows for commercial uses that are normally allowed within the O (Office), SC (Service Commercial), and GC (General Commercial) General Plan land use categories. Those uses range from small lot office conversions to general business uses of a more intense commercial character, including the existing outdoor storage.

The applicant is proposing to amend the General Plan designation from C (Commercial) to LI/R (Light Industry/Research). The Light Industry/Research category allows areas appropriate for clean, low-intensity (non-polluting and non-nuisance) industrial uses, including light manufacturing, assembling and processing, warehousing and distributions, and research, development and testing laboratories. Typical supporting and ancillary general uses are also allowed. This category may also allow mixed-use development with a residential component as a transition to less-intense uses where appropriate.

The majority of the adjacent parcels on the south side of Bonanza Road are currently designated LI/R (Light Industry/Research) and the proposed amendment would create a continuity of land use designations for this southern portion of Bonanza Road. Therefore, staff is recommending approval of the request.

Rezoning

The subject site is currently zoned C-2 (General Commercial). This district is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 District is also appropriate along commercial corridors.

The applicant is proposing to rezone the subject site from the existing C-2 district to the C-M (Commercial/Industrial) district. The C-M district is a general commercial and restricted industrial district designed to provide for a variety of compatible business, warehouse, wholesale, office and limited industrial uses. This district is intended to be located away from areas of low and medium density residential development, and is consistent with the proposed LI/R (Light Industry/Research) category of the General Plan.

Goal number two of the West Las Vegas Plan is to "Plan for the future." This includes issue 2.1, which states, "*buffering residential areas from commercial areas became an issue as a result of a proposal to change the south side of Bonanza Road between Rancho and Martin Luther King Boulevard from various commercial uses to Light/Industrial/Research (LI/R). This proposal resulted from several applications for projects in that area that allowed such a change. Community meetings were held on each project and the neighborhood expressed no opposition to the developments. Based on this information, the PDD initiated an amendment of the General Plan along Bonanza Road to LI/R. The planning team agrees with the change on the south side of Bonanza Road but was concerned with any light industrial designations extending further than the north side of Bonanza*."

Planning staff continues to support the growth and development patterns emerging adjacent to the south side of Bonanza Road, such as the proposed, as it is in alignment with the goals and objectives of the West Las Vegas Plan by limiting the more intense commercial and industrial land uses to the south side of Bonanza Road.

With the exception of the adjacent 0.93 acre parcel to the west, the remaining parcels west of the subject site adjacent to Bonanza Road are currently zoned C-M, with the adjacent site to the east zoned M (Industrial). Staff finds growth and development factors in the area indicate the appropriateness of the proposed rezoning and is recommending approval of the request.

Special Use Permit – Alternative Parking Standard

The applicant is proposing to construct a new heavy machinery and equipment dealership on the southwest corner of Bonanza Road and Martin L. King Boulevard. As described by Title 19.12, the proposed use [Heavy Machinery and Equipment (Rental, Sales & Service)] is described as "*a facility for the display, sale and rental of tools, heavy machinery, dump trucks or commercial and heavy equipment, such as those used in building construction, farming, restaurants or manufacturing*." The parking requirement for this particular land use is one space for each 250 square feet of gross floor area (1:250 SF). The business model proposed by the applicant does not include the rental aspect of the use as described by Title 19.12, and the applicant has submitted a parking study prepared by a licensed engineer to substantiate the need for less parking than required by Title 19.12.

The required parking by Title 19.12 standards for a 17,056 square-foot facility of this nature is 69 spaces. The parking study submitted noted the ITE (Institute of Transportation Engineers) publication entitled "Parking Generation Manual – 5th Edition" did not have parking equations or parking rates for the proposed land use. Instead, the engineer studied a similar facility located in North Las Vegas and noted the number of parking stalls utilized every hour on the hour during the hours of operation. The parking study notes that no more than 25 parking spaces where utilized throughout the business day. The proposed 43 parking spaces are sufficient for the proposed land use, and staff recommends approval of the proposed Alternative Parking Standard (Special Use Permit).

Site Development Plan Review

The proposed 17,056 square-foot heavy machinery dealership is a 39-foot tall single-story structure designed to display large heavy machinery. The east elevation facing Martin L. King Boulevard depicts a structure with a glass storefront typical of dealerships designed to provide views of the vehicles, or in this case, heavy machinery available for sale. The north elevation, viewable from Bonanza Road, depicts a similar glass storefront with a warehouse building to house the machinery for sale. This elevation contains roll-up doors, both metal and glass, large enough to allow the heavy machinery to be moved in and out of the proposed dealership. As these are not a service or wash bay doors a Waiver is not necessary to allow them to face the right-of-way. The doors are designed to blend with the building façade in order to minimize the view of the doors from Bonanza Road.

The overall appearance of the proposed structure demonstrates a building coherently designed with a consistent level of detailing and finish on all sides of the structure. The building incorporates a variety of materials including, metal, glass, and concrete that are painted in corporate colors to provide visual interest.

Title 19.08 requires, "*buildings on corner lots should be oriented to the corner and to the street fronts, and should make a strong tie to the building lines of each street unless the applicant can demonstrate by substantial and convincing evidence that to do so would be infeasible*." In this instance, the applicant is proposing to construct a new dealership building for heavy machinery. This includes such equipment as excavators, loaders, dozers or bulldozers, cranes, and forklifts. During the site review process by staff in preparation of this staff report, the applicant had proposed a site plan that depicted the proposed dealership oriented to the corner. In doing so, this did not provide adequate on -site maneuvering for semi-trucks delivering the heavy equipment to the site, or leaving the site with the equipment. As a result, the applicant's site plan had to be revised to depict the primary structure in the center of the site in order to provide oversized vehicles the ability to circle the structure and turn around if necessary. This has resulted in the need for the applicant to request a Waiver of the building orientation standard set forth by Title 19.08. Due to need for adequate turn-around and maneuverability of oversized vehicles on-site, staff is supporting this request.

The proposed landscaping meets the minimum requirements set forth by Title 19.08 with 15-foot wide landscape buffers adjacent to both Martin L. King Boulevard and Bonanza Road. The interior lot lines are buffered with an eight-foot wide landscape buffer as required by Title 19.08. These landscape buffers are planted with shade trees every 20 linear feet and shrubbery, also in accordance with Title 19.08. Parking lot islands and trees are provided for every six uncovered parking spaces. The plant materials chosen are appropriate for a desert climate and the City, and will provide shade to the pedestrians that utilize the sidewalks abutting the subject site along Martin L. King Boulevard and Bonanza Road.

Staff finds the proposed development in accordance with Title 19.08 for commercial development and supports the Waiver requested to not set the building at the 10-foot setback line as required by Title 19.08, as the proposed allows for a 15-foot wide landscape buffer for additional screening from the right-of-way. Therefore, staff is recommending approval of the Site Development Plan Review with conditions.

FINDINGS (78755-GPA1)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The density and intensity of the Light Industry/Research designation is compatible with the adjacent Light Industry/Research and Commercial designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The Light Industry/Research designation supports the proposed Commercial/Industrial zoning district and is compatible with the surrounding Industrial and Commercial/Industrial zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   There are adequate transportation, utility, and other necessary facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and both Martin L. King Boulevard and Bonanza Road are designated Primary Arterials by the Master Plan of Streets and Highways Map and are adequate in size to accommodate the uses and densities allowed within the proposed.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed amendment furthers the goals of the West Las Vegas Plan “to plan for the future” by aligning the land use designation with the adjacent parcels located on the south side of Bonanza Road. The proposed amendment will support the redevelopment of the subject site and comply with the goals and objectives of the plan by designating the south side of Bonanza Road for industrial land uses.

FINDINGS (78755-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the proposed C-M zoning district conforms to the proposed Light Industry/Research Land Use Designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

The commercial and industrial land uses that would be allowed by the proposed C-M zoning district are compatible with the existing land uses and zoning districts in the area.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Both growth and development factors indicate the need for the proposed rezoning, which would allow for the redevelopment of the site in a manner that is compatible with the neighboring commercial and industrial land uses.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Both Martin L. King Boulevard and Bonanza Road are designated Primary Arterials by the Master Plan of Streets and Highways map and are adequate in size to meet the uses and densities of the proposed General Plan Amendment.

FINDINGS (78755-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 proposed heavy machinery and equipment sales can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses as the majority of the surrounding land uses are similar in nature. The proposed Alternative Parking Standard demonstrates the parking provided is adequate and will not negatively impact neighboring properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is located within a corridor that is primarily geared towards heavy equipment rental and sales, and the subject lot is adjacent to two primary arterials that are adequate in size to accommodate the proposed use. The proposed Alternative Parking Standard demonstrates the number of provided parking spaces is suitable for the proposed land use.

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.**

   Both Martin L. King Boulevard and Bonanza Road are designated Primary Arterials by the Master Plan of Streets and Highways map and are adequate in size to meet the requirements of the proposed heavy machinery and equipment sales. In addition, the number of parking spaces proposed is substantiated by a parking study performed by licensed engineer.

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.**

   A licensed engineer performed a parking study at a site similar in nature and size and concluded that the 43 parking spaces provided is adequate for the proposed land use. Thus ensuring the overall objectives of the General Plan are not compromised.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no applicable conditions for the Alternative Parking Standard.

FINDINGS (78755-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 heavy machinery and equipment sales is compatible with the adjacent development in the area as the majority of the surrounding land uses are similar in nature.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   With the exception of the requested Waiver for building orientation, the proposed development meets the minimum requirements set forth by Title 19.08 for new structures in the C-M zoning district.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Both Martin L. King Boulevard and Bonanza Road are designated Primary Arterials by the Master Plan of Streets and Highways map and are adequate in size to meet the requirements of the proposed heavy machinery and equipment sales.

4. Building and landscape materials are appropriate for the area and for the City;

The proposed landscape materials include the "Shoestring Acacia" tree and "Dwarf Bottlebrush" shrubbery. Building materials include painted tilt-up concrete panels, painted metal, and a clear anodized aluminum glass storefront system. These proposed landscape and building materials are appropriate for the City and the area.

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 proposed building elevations are not unsightly or obnoxious and create an orderly and aesthetically pleasing environment with a variety of colors, textures, and materials.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

If approved, the proposed development is subject to building permit reviews and regular inspections during the construction phase in order to protect the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
01/11/07	The Planning Commission approved a request for a Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is required on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
01/17/07	The City Council approved a request for a Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. The Planning Commission and staff recommended approval.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
01/17/07	The City Council approved a request for a Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11-inches where 20 feet is required on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a Waiver of the perimeter landscaping requirements on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. The Planning Commission and staff recommended approval.
02/28/08	The Planning Commission approved a request for a Review of Condition (ROC-26778) to modify Condition Number 15 of an approved Site Development Plan Review (SDR-13904) which stated “on-site off-premise advertising (billboard) signs shall be removed prior to the issuance of building permits on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended denial.
05/07/08	The City Council approved a request for a Variance (VAR-26447) to allow a 1,200 square-foot off-premise digital (billboard) sign flush with the wall of the parking structure where 672 square feet is permitted and to allow the off-premise digital (billboard) sign to be erected 58 feet above the elevation of the freeway where 30 feet above the elevation of the freeway is the maximum allowed on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. The Planning Commission recommended approval, staff recommended denial.
	The City Council approved a request for a Site Development Plan Review (SDR-26639) for a proposed 20-foot by 60-foot off-premise digital (billboard) sign flush with the wall of the parking structure on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. The Planning Commission recommended approval, staff recommended denial.

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
03/04/09	The City Council approved a request for an Extension of Time (EOT-33091) of an approved Special Use Permit (SUP-13903) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-33092) of an approved Variance (VAR-18250) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-33093) of an approved Rezoning (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is required on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-33095) of an approved Rezoning (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11-inches where 20 feet is required on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-33096) of an approved Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a Waiver of the perimeter landscaping requirements on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
06/25/09	The Department of Planning administratively approved a request for a Minor Site Development Plan Review (SDR-34360) for the installation of a 30-foot tall, 12-foot by 24-foot off-premise sign located at 525 North Martin L. King Boulevard.
06/16/10	The City Council approved a request for an Extension of Time (EOT-38130) of a previously approved Variance (VAR-26447) a 1,200 square-foot off-premise digital (billboard) sign flush with the wall of the parking structure where 672 square feet is permitted and to allow the off-premise digital (billboard) sign to be erected 58 feet above the elevation of the freeway where 30 feet above the elevation of the freeway is the maximum allowed on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
06/16/10	The City Council approved a request for an Extension of Time (EOT-38131) of a previously approved Site Development Plan Review (SDR-26639) for a proposed 20-foot by 60-foot off-premise digital (billboard) sign flush with the wall of the parking structure on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
03/02/11	The City Council approved a request for an Extension of Time (EOT-40708) of an approved Rezoning (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11-inches where 20 feet is required on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-40709) of an approved Special Use Permit (SUP-13903) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-40710) of an approved Rezoning (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is required on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-40711) of an approved Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a Waiver of the perimeter landscaping requirements on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
03/06/13	The City Council approved a request for an Extension of Time (EOT-48041) of an approved Special Use Permit (SUP-13903) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-48042) of an approved Rezoning (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is required on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
03/06/13	The City Council approved a request for an Extension of Time (EOT-48043) of an approved Rezoning (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11-inches where 20 feet is required on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-48045) of an approved Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a Waiver of the perimeter landscaping requirements on 2.61 acres at the southwest corner of Bonanza Road and Martin L King Boulevard. Staff recommended approval.
01/12/21	The Planning Commission approved a request for an abeyance of General Plan Amendment (78755-GPA1) and Rezoning (78755-ZON1) from the January 12, 2021 Planning Commission meeting to the February 9, 2021 Planning Commission meeting.
02/09/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 2.54 acres on the southwest corner of Bonanza Road and Martin L King Boulevard (APN 139-28-401-033), Ward 5 (Crear). • 78755-GPA1 - FROM: C (COMMERCIAL) TO: LI/R (LIGHT INDUSTRY AND RESEARCH). • 78755-ZON1 - FROM: C-2 (GENERAL COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL). • 78755-SUP1 - FOR AN ALTERNATIVE PARKING STANDARD. • 78755-SDR1 - FOR A PROPOSED 17,056 SQUARE-FOOT HEAVY MACHINERY AND EQUIPMENT (RENTAL, SALES & SERVICE) FACILITY WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED.

Most Recent Change of Ownership	
10/2003	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
05/07/20	Staff originally conducted a pre-application meeting early in 2020. Due to the need for a General Plan Amendment, the application is only eligible for a quarterly hearing. The proposed development has been reviewed and discussed numerous times with staff to ensure the completeness of the project application.

Neighborhood Meeting	
12/21/20	Meeting Start Time: 5:30 pm Meeting End Time: 5:47 pm Attendance: 1 Applicant - George Rogers 1 Council Ward Staff Member - Kelly Woods 1 Planning Staff Member - Eric McCammond 2 Members of the Public <u>Concerns</u>: Applicant presented project. Kelly asked what GPA and Rezoning were proposed and whether George has sent the project information to CM Crear's office. George said he hadn't but would. No other questions were presented.

Field Check	
12/02/20	Staff performed a routine field check to observe the subject site. The site is secured with a chain link fence and contains the storage of heavy equipment.

Details of Application Request	
Site Area	
Net Acres	2.54

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Outdoor Storage	C (Commercial)	C-2 (General Commercial)
North	Convenience Store with Fuel Pump Canopy and Car Wash	C (Commercial)	C-1 (Limited Commercial)
	Undeveloped		R-E (Residence Estates)
South	U.S 95	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)
East	Heavy Machinery and Equipment (Rental, Sales & Service)	LI/R (Light Industrial/Research)	M (Industrial)
West	Contractor's Plant, Shop & Storage Yard	LI/R (Light Industrial/Research)	C-2 (General Commercial)

Master and Neighborhood Plan Areas	***Compliance***
West Las Vegas Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 140 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails – Bonanza Trail [*Pedestrian Path/Sidewalk Trail*]	Y
Las Vegas Redevelopment Plan 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 Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	307 Feet	Y
Min. Setbacks			
• Front	10 Feet	101 Feet	Y
• Side	10 Feet	58 Feet	Y
• Corner	10 Feet	100 Feet	Y
• Rear	20 Feet	119 Feet	Y
Max. Building Height	Residential Adjacency	39 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	By Condition	
Mech. Equipment	Screened		

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	11 Trees	11 Trees	Y
• South	1 Tree / 20 Linear Feet	14 Trees	14 Trees	Y
• East	1 Tree / 20 Linear Feet	11 Trees	11 Trees	Y
• West	1 Tree / 20 Linear Feet	17 Trees	17 Trees	Y
TOTAL PERIMETER TREES		**53 Trees**	**53 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	14 Trees	14 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		15 Feet	Y
• South	8 Feet		8 Feet	Y
• East	15 Feet		15 Feet	Y
• West	8 Feet		8 Feet	Y

NE

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Bonanza Road	Primary Arterial	Master Plan of Streets and Highways Map	105	Y
Martin L. King Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	105	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Heavy Machinery and Equipment (Rental, Sales & Service)	17,056 SF	1:250 SF	69				
TOTAL SPACES REQUIRED			69		43		Y*
Regular and Handicap Spaces Required			66	3	41	2	Y*

**The applicant is requesting a Special Use Permit for an Alternative Parking Standard.*

Waivers		
Requirement	***Request***	***Staff Recommendation***
Buildings on corner lots should be oriented to the corner and to the street fronts.	To not orient the building to the corner.	Approval

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) _____

Project Address (Location) 525 North Martin L. King Boulevard

Project Name Diamond A Rentals **Proposed Use** _____

Assessor's Parcel #(s) 139-28-401-033 **Ward #** 5

General Plan: Existing C Proposed LI/R **Zoning:** Existing C-2 Proposed C-M

Additional Information _____

Property Owner DFA LLC Contact Don Ahern

Address 8350 Eastgate Road City Henderson State NV Zip 89015

E-mail _____ Phone _____

Applicant Diamond A Equipment LLC Contact Don Ahern

Address 525 North Martin L King Boulevard City Las Vegas State NV Zip 89106

E-mail _____ Phone _____

Representative George M Rogers, Architect Contact George Rogers

Address 6325 South Jones Boulevard, Suite 100 City Las Vegasq State NV Zip 89118

E-mail george@gmrarchitect.com Phone 702-894-5027

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 Don F. Ahern

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name DON F. AHERN

Subscribed and sworn before me

This 28 day of MAY 20

Notary Public in and for said County and State



PROJECT DATA

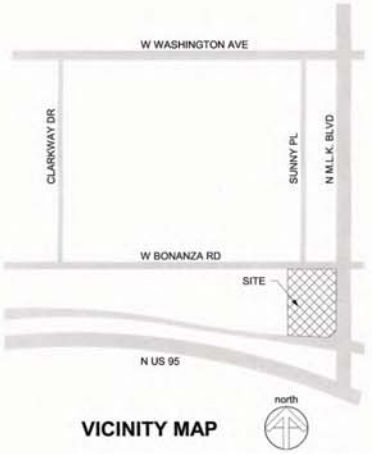
19-961 (CITY OF LAS VEGAS)

CURRENT ZONING	C-2 GENERAL COMMERCIAL DISTRICT		
DESIRED ZONING	C-M COMMERCIAL/ INDUSTRIAL DISTRICT		
		REQUIRED	PROPOSED
SETBACKS (UDC 19.08.080 TABLE 1)	FRONT (EAST)	10'-0"	100'-6" (E)
	CORNER SIDE (NORTH)	10'-0"	101'-8" (W)
	INTERIOR SIDE (SOUTH)	10'-0"	119'-9" (S)
	REAR (WEST)	20'-0"	58'-10" (W)
ACCESSOR'S PARCEL	139-28-401-033		
NET SITE AREA	= LOT ± 108,464.4 S.F. ±2.49 ACRES		
	BUILDING FOOTPRINT ± 10,000 SF ±0.23 ACRES		
	± 7,056 SF ±0.16 ACRES		
COVERAGE (UDC 19.08.080 TABLE 1)	= MAX: 50%	ACTUAL: 15.72 %	
BUILDING "A" AREA	= 10,000 SF		
BUILDING "B" AREA	= 7,056 SF		
TOTAL BUILDING AREA	= 17,056 SF		
BUILDING HEIGHT (UDC 19.08.080 TABLE 3)	=	ALLOWABLE N/A (H)	PROVIDED 38'-4"(H)

PARKING REQUIREMENTS	REQUIRED	PROVIDED
COMPACT PARKING (30% ALLOWANCE) (19.08.110-C [2])	0	0
ACCESSIBLE PARKING (TABLE 19.18.030 (D))	2	2
LOADING ZONES (TABLE 3-19.08.110(D))	2	2

PARKING REQUIREMENTS BY USE (19.12.070)	REQUIRED PARKING	PARKING PROVIDED
EQUIPMENT RENTAL/SALES/SERVICE = 17,056 SF	1/250 SF 68	43

41 REGULAR + 0 COMPACT + 2 HANDICAP = 43 TOTAL



VICINITY MAP

1 SITE PLAN
1" = 30'-0"

north

0 15 30 60' 120'

78755
02/01/2021

GMRA
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www.gmrachitect.com

GEORGE M. ROGERS REGISTERED No. 2632 ARCHITECT STATE OF NEVADA JAN 29 2021

DIAMOND A EQUIPMENT

525 N. MARTIN L KING
LAS VEGAS, NV 89106

OWNER:
DIAMOND A EQUIPMENT, LLC

SITE PLAN

DATE: 01/29/2021
JOB NO.: 19-947

LU 1.0

1/29/2021 9:46:14 AM \\GMRA12FS002\projects\CURRENT PROJECTS\19-947 Ahern Bonanza East\Drawings\Architecture\Land Use\012921 - LU.rvt

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GMRA

John Jones
Landscape
Architect
PLLC
6215 S. Fort Apache Rd. #240
Las Vegas, NV 89148
(702) 414-8180

OWNER'S INFO

DIAMOND A EQUIPMENT
525 N. MARTIN L KING
LAS VEGAS, NV 89106

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LANDSCAPE ENTITLEMENT PLAN

CONSTRUCTION DOCUMENTS

19-047

01/31/2020

LP – 1

787455
02/01/2021

78755
06/16/2020

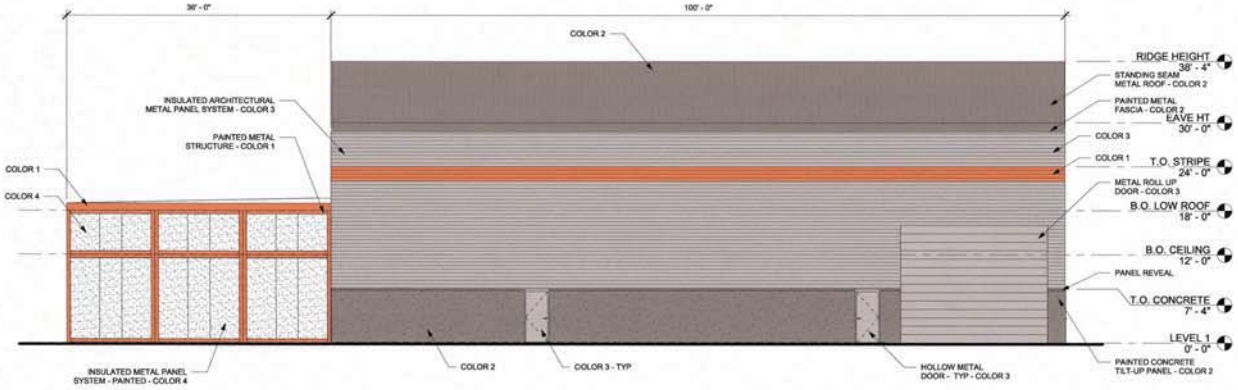
EXTERIOR COLOR LEGEND

COLOR 1
SHERWIN-WILLIAMS SW 6634 "COPPER HARBOR"- CONCRETE TILT UP PANEL REVEAL EXPOSED STRUCTURE

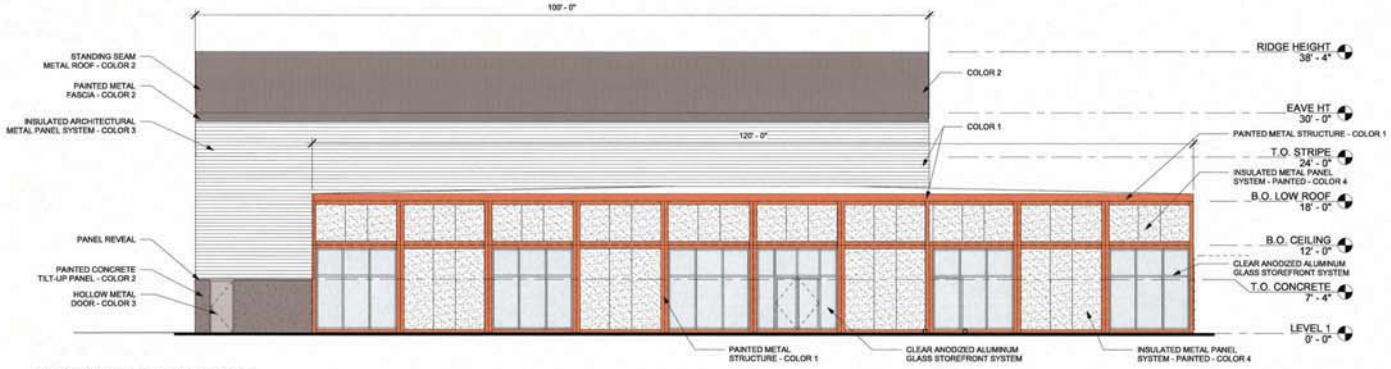
COLOR 2
SHERWIN-WILLIAMS SW 6257 "GIBRALTAR"- CONCRETE TILT UP PANEL STANDING SEAM ROOF

COLOR 3
SHERWIN-WILLIAMS SW 6254 "LAZY GRAY"- ARCHITECTURAL METAL PANEL DOORS

COLOR 4
SHERWIN-WILLIAMS SW 7004 "SNOWBOUND"- ARCHITECTURAL METAL PANEL



2 WEST ELEVATION
1/8" = 1'-0"



1 EAST ELEVATION
1/8" = 1'-0"

0' 4' 8' 16' 32'
1/8" = 1'-0"

5/21/2020 9:36:35 AM C:\Users\Briana\Documents\19-947 AHERN BONANZA EAST PC_brianaGVBMF.rvt

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GEORGE M. ROGERS REGISTERED No. 7832 ARCHITECT STATE OF NEVADA
MAY 21 2020

DIAMOND A EQUIPMENT

525 N. MARTIN L KING
LAS VEGAS, NV 89106

OWNER:
DIAMOND A EQUIPMENT, LLC

ELEVATIONS

DATE: 05/21/2020
JOB NO.: 19-947

LU 1.2

78755
06/16/2020



2 SOUTH ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"

EXTERIOR COLOR LEGEND

COLOR 1
SHERWIN-WILLIAMS SW 6634 "COPPER HARBOR"- CONCRETE TILT UP PANEL REVEAL EXPOSED STRUCTURE

COLOR 2
SHERWIN-WILLIAMS SW 6257 "GIBRALTAR"- CONCRETE TILT UP PANEL STANDING SEAM ROOF

COLOR 3
SHERWIN-WILLIAMS SW 6254 "LAZY GRAY"- ARCHITECTURAL METAL PANEL DOORS

COLOR 4
SHERWIN-WILLIAMS SW 7004 "SNOWBOUND"- ARCHITECTURAL METAL PANEL

0' 4' 8' 16' 32'
1/8" = 1'-0"

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GEORGE M. ROGERS REGISTERED No. 2632 ARCHITECT STATE OF NEVADA
INT 2 1 2020

DIAMOND A EQUIPMENT

525 N. MARTIN L KING
LAS VEGAS, NV 89106

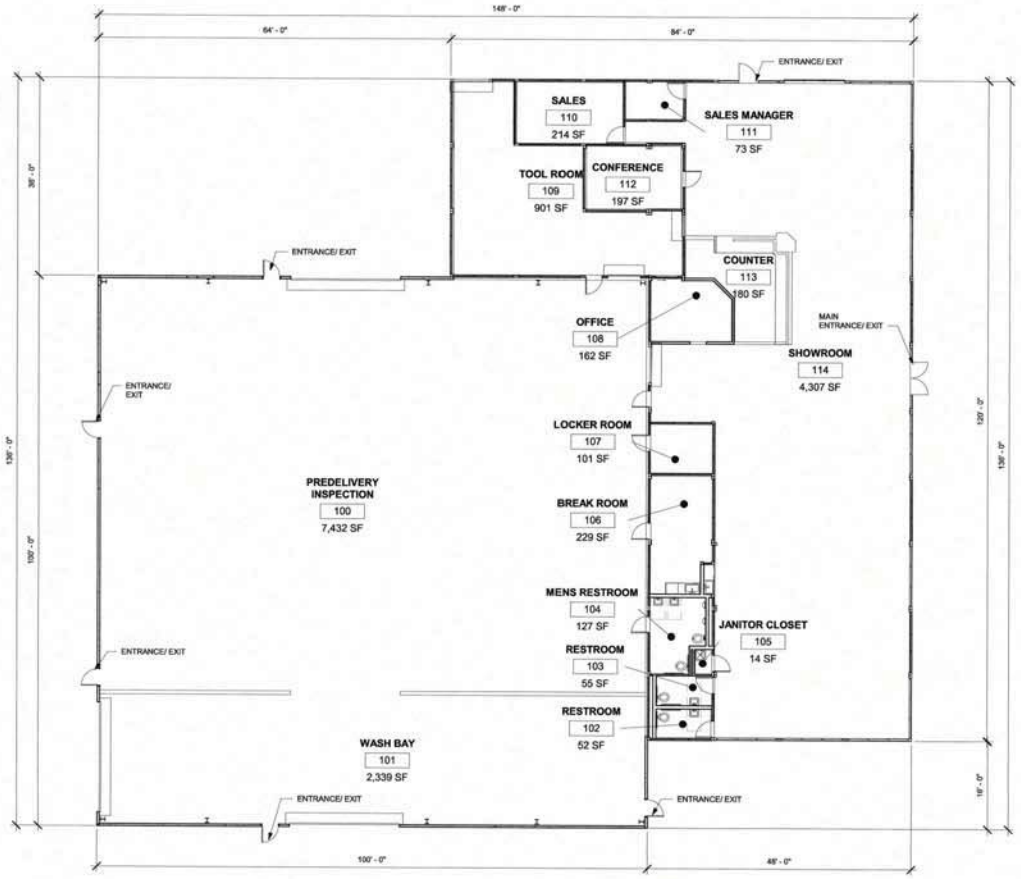
OWNER:
DIAMOND A EQUIPMENT, LLC

ELEVATIONS

DATE: 05/21/2020
JOB NO.: 19-947

LU 1.3

5/21/2020 11:45:38 AM C:\Users\Briana\Documents\19-947 AHERN BONANZA EAST PC_brianaGVBMF.rvt



Occupant Load					
Room No.	Room Name	Occupancy	Area	Occupant Load Factor	Occupant Load
100	PREDELIVERY INSPECTION	F-1	7,432 SF	100	75
101	WASH BAY	F-1	2,339 SF	100	24
102	RESTROOM	[illegible]	[illegible]	0	0
103	RESTROOM	[illegible]	[illegible]	0	0
104	MENS RESTROOM	[illegible]	[illegible]	0	0
105	JANITOR CLOSET	U	[illegible]	300	1
106	BREAK ROOM	[illegible]	[illegible]	15	16
107	LOCKER ROOM	[illegible]	[illegible]	50	3
108	OFFICE	[illegible]	[illegible]	150	2
109	TOOL ROOM	S-1	[illegible]	300	4
110	SALES	[illegible]	[illegible]	150	2
111	SALES MANAGER	[illegible]	[illegible]	150	1
112	CONFERENCE	[illegible]	[illegible]	15	14
113	COUNTER	[illegible]	[illegible]	150	2
114	SHOWROOM	B	[illegible]	150	29
				MAXIMUM OCCUPANCY PER IBC 2018:	173

78755
06/16/2020

1 OVERALL FLOOR PLAN
3/32" = 1'-0"

north

0' 5' 10' 21' 32'
3/32" = 1'-0"

GMRA
George M. Rogers, Architect
Architecture - Interiors
6325 South Jones Boulevard.
Suite 100
Las Vegas, Nevada 89118
702-894-5027
Fax 702-894-5028
www.gmrachitect.com

GEORGE M. ROGERS REGISTERED No. 2632 ARCHITECT STATE OF NEVADA MAY 21 2020

DIAMOND A EQUIPMENT

525 N. MARTIN L KING
LAS VEGAS, NV 89106

OWNER:
DIAMOND A EQUIPMENT, LLC

FLOOR PLAN

DATE: 05/21/2020
JOB NO.: 19-947

LU 1.1

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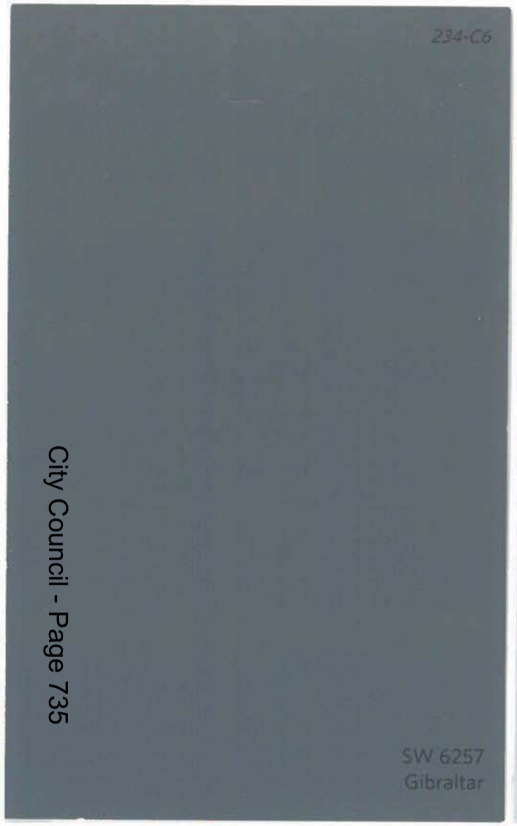
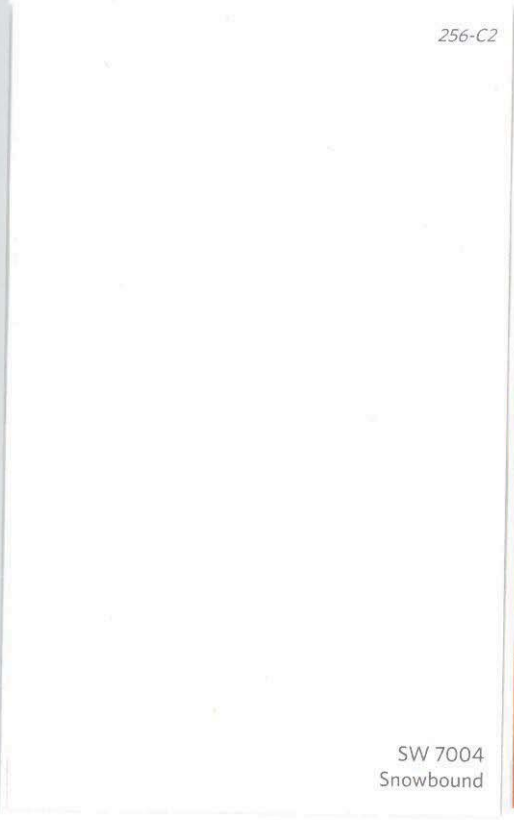
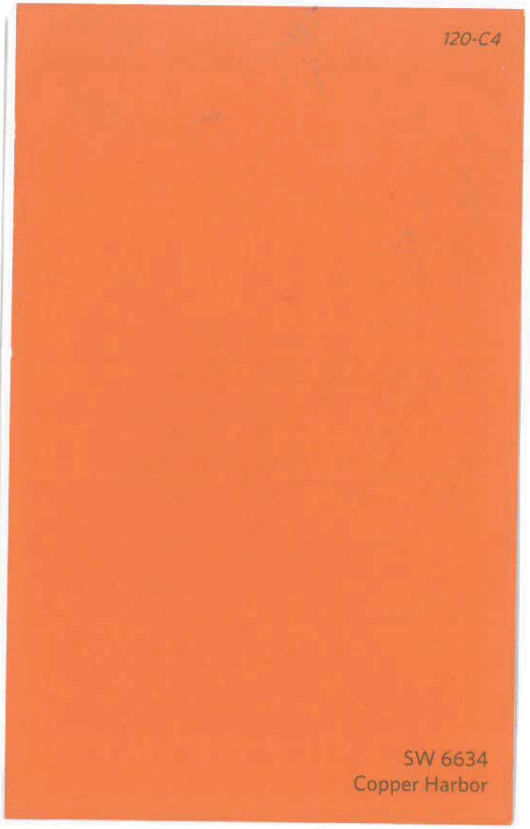








City Council - Page 735

COLOR 2

SHERWIN-WILLIAMS
SW 6257 "GIBRALTAR"

COLOR 3

SHERWIN-WILLIAMS
SW 6254 "LAZY GRAY"

COLOR 4

SHERWIN-WILLIAMS
SW 7004 "SNOWBOUND"

COLOR 1

SHERWIN-WILLIAMS
SW 6634 "COPPER HARBOR"

GMRA

George M. Rogers, Architect
Architecture - Interiors

6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
702-894-5027
Fax: 702-894-5028

https://gmralv.com

COLORS AND MATERIALS

78755
06/16/2020

Date: 05/21/2020
JOB NO.: 19-947
JOB Name: DIAMOND A EQUIPMENT

LU 1.5



78755-GPA, 78755-ZON1, 78755-SUP1 AND 78755-SDR1 - APPLICANT/OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

12/02/2020



78755-GPA, 78755-ZON1, 78755-SUP1 AND 78755-SDR1 - APPLICANT/OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

12/02/2020



78755-GPA, 78755-ZON1, 78755-SUP1 AND 78755-SDR1 - APPLICANT/OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

12/02/2020



78755-GPA, 78755-ZON1, 78755-SUP1 AND 78755-SDR1 - APPLICANT/OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

12/02/2020



78755-GPA, 78755-ZON1, 78755-SUP1 AND 78755-SDR1 - APPLICANT/OWNER: DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L KING BOULEVARD

12/02/2020

George M. Rogers, Architect
Architecture ■ Interiors

6325 S. Jones Boulevard, Suite 100
Las Vegas, Nevada 89118
(702)894-5027
fax (702)894-5028
www.gmrarchitect.com

January 25, 2021

Nicole Eddowes
City of Las Vegas Planning & Development Department
333 North Rancho Drive
Las Vegas, NV 89106

re: 525 North Martin Luther King Boulevard
Project # PRJ-78755
APN 139-28-401-033

Dear Ms. Eddowes,

REQUEST

Please accept this Justification Letter for a new commercial development including 1) a General Plan Amendment from C (Commercial) to LI/R (Light Industry and Research), 2) a Rezoning from C-2 to C-M, 3) a Site Development Plan Review and 4) a Variance to allow 43 parking spaces where 69 is required and 5) a Special Use Permit for an alternative parking standard.

DESCRIPTION

The zone designation is proposed to be C-M, Commercial/Industrial, and the use will be a new equipment dealership for loaders, backhoes and similar equipment used in construction. Used equipment will not be displayed or sold at the site. The building includes a 7,056 square foot primary sales office and showroom with a 10,000 square foot enclosed showroom/predelivery area so that equipment can be prepared and detailed for delivery to the customers. Required parking is calculated at 1/250 square feet or about 69 spaces and there are 43 spaces provided.

JUSTIFICATION

The application is justified for the following reasons:

1) The requested General Plan designation of LI/R is consistent with most of the adjacent parcels on the west, including the neighboring parcel. The C-M zoning designation is also consistent with most of the property to the west of the subject site.

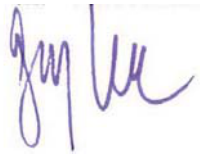
78755
01/27/2021

2) The C-M zoning allows for new equipment dealerships; the project is moderate in size and nature and it will be an organized and pleasing development to the intersection of Martin Luther King Boulevard and Bonanza Road, providing the significant intersection with a more urban completeness.
3) The frontage at Martin Luther King Boulevard and West Bonanza Road adjacent to the site includes the required 15' landscape buffer with the building generally oriented to the corner.
4) The site development includes loading spaces, parking islands/landscape and buffers in accordance with the Zoning Code. New equipment display is provided and does not displace required parking.
5) The reduced parking variance is requested because the project does not require 69 spaces for staff and customers. A parking demand analysis provided by a licensed professional engineer is attached that estimates the actual peak parking requirements to be 25 spaces. In addition, the adjacent business at 1785 West Bonanza Road, operated by the same owner, has some surplus spaces, although it is anticipated that only 25 spaces will ever be required.
6) The developer behind Diamond A Equipment, Don Ahern, has been a business owner and employer for a long time and this project will allow the company to offer new equipment for sale and employ additional new staff. The proposed project will utilize steel in the construction of the buildings – a superior sustainable material.

We respectfully request approval for this application in accordance with all City requirements.

Don't hesitate to call if you have any questions or concerns.

Very truly yours,



George Rogers, AIA
GEORGE M. ROGERS, CHARTERED
A Nevada Professional Corporation

78755
01/27/2021

Civil
Flood Control
Structural
Surveying
Traffic

Lochsa engineering

Mr. George Rogers
GMRA Architect
6325 South Jones Boulevard
Suite 100
Las Vegas, Nevada 89118

Subject: Diamond A Equipment
Lochsa Engineering No. 201021.00

Dear Mr. Rogers,

As requested Lochsa Engineering has reviewed the parking requirements for the proposed Diamond A Equipment Building to be located on the southwest corner of Martin L. King Boulevard and Bonanza Road. The project will consist of two buildings: the first building which will be 10,000 square feet (Building A) and the second building which will be 7,056 square feet (Building B). In discussions with the developer of the site, Building B will be for actual sales of heavy equipment while Building A is for preparation of deliveries of the heavy equipment. Referring to the proposed site plan, per City of Las Vegas requirements, the facility is calculated to have 69 parking stalls. Per the same site plan, the site will have 43 parking stalls.

In order to determine the required parking, the ITE publication entitled "Parking Generation Manual – 5th Edition was consulted. This manual did not have parking equations or parking rates for this type of land use.

In order to determine if the 43 parking stalls are adequate, an existing similar facility was observed on Thursday January 21, 2021. The observed business is Coastline Equipment located at 3540 North 5th Street, North Las Vegas, Nevada. The business hours are from 7:00 AM to 5:00 PM Monday through Friday. They are not open on the weekend. The observations were made between 6:00 AM to 6:00 PM. The results of the observations indicated that a peak of 25 stalls. The observations are enclosed.

The observed facility is similar not only in use but in square footage. The existing Coastline Equipment has approximately 17,500 square feet of office / warehouse space. The proposed facility has 17,056 square feet between the two structures.

78755
01/27/2021

201 N Maple Grove Rd, Suite 100
Boise, ID 83704
(208) 342-7168

6345 S Jones Blvd, Suite 100
Las Vegas, NV 89118
(702) 365-9312

1 (866) 606-9784
Lochsa.com

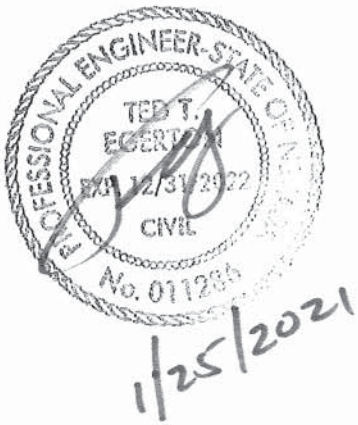
Based upon this information the provided 43 stalls would be sufficient for the project.

If you have any questions or comments, please contact our office at your convenience.

Sincerely,

LOCHSA ENGINEERING

Ted T. Egerton, P.E.



78755
01/27/2021

Civil
Flood Control
Structural
Surveying
Traffic

Lochsa engineering

Coastline Equipment - 3540 North 5th Street
THURSDAY, January 21, 2021
17,500 square feet

TIME	OCCUPIED STALLS
6:00 a.m.	10
7:00 a.m.	18
8:00 a.m.	22
9:00 a.m.	24
10:00 a.m.	25
11:00 a.m.	25
12:00 p.m.	19
1:00 p.m.	18
2:00 p.m.	21
3:00 p.m.	16
4:00 p.m.	15
5:00 p.m.	8
6:00 p.m.	4

78755
01/27/2021

201 N Maple Grove Rd, Suite 100
Boise, ID 83704
(208) 342-7168

6345 S Jones Blvd, Suite 100
Las Vegas, NV 89118
(702) 365-9312

1 (866) 606-9784
Lochsa.com

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

GMRA

George M. Rogers, Architect
Architecture ■ Interiors

6325 S. Jones Boulevard, Suite 100
Las Vegas, Nevada 89118
(702)894-5027
fax (702)894-5028
www.gmrarchitect.com

January 7, 2021

City of Las Vegas Planning & Development Department
333 North Rancho Drive
Las Vegas, NV 89106

re: 525 North Martin Luther King Boulevard
Project #78755-GPA1 and 78755ZON1
APN 139-28-401-033

To Whom It May Concern,

This letter is to request an abeyance of the Zone Change and General Plan Amendment that are currently Agenda item 20a and 20b for the Planning Commission meeting scheduled for January 12, 2021. We respectfully request these applications be heard at the next Planning Commission meeting on February 9, 2021.

We appreciate your attention and look forward to your response.

Very truly yours,

George Rogers, AIA
GEORGE M. ROGERS, CHARTERED
A Nevada Professional Corporation

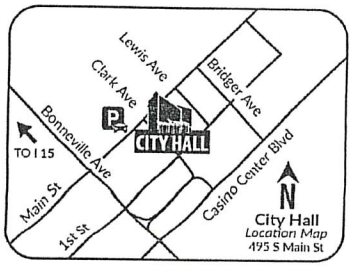
Submitted after final agenda

RECEIVED
01.07.21
Items 20(a-b)

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 07 2021
Dept of Planning
City of Las Vegas

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.
78755 and 78755-GPA1 and 78755-ZON1
Planning Commission Meeting of **01/12/2021**

78755
13928311139
KUBICEK JERRY J
1720 W BONANZA RD # 139
LAS VEGAS NV 89107

03 JRDFNP1 89106

Submitted after final agenda
20 a-b
A

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
43a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
78755-GPA1 - FROM: C (COMMERCIAL) TO: LI/R (LIGHT INDUSTRY AND RESEARCH)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	1
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

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 17, 2021

Agenda Item No.:
43b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
78755-ZON1 - FROM: C-2 (GENERAL COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	1
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

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 17, 2021

Agenda Item No.:
43c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
78755-SUP1 - FOR AN ALTERNATIVE PARKING STANDARD

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, 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 17, 2021

Agenda Item No.:
43d

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
78755-SDR1 - FOR A PROPOSED 17,056 SQUARE-FOOT HEAVY MACHINERY AND EQUIPMENT (RENTAL, SALES & SERVICE) FACILITY WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, 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 17, 2021

Agenda Item No.:
44

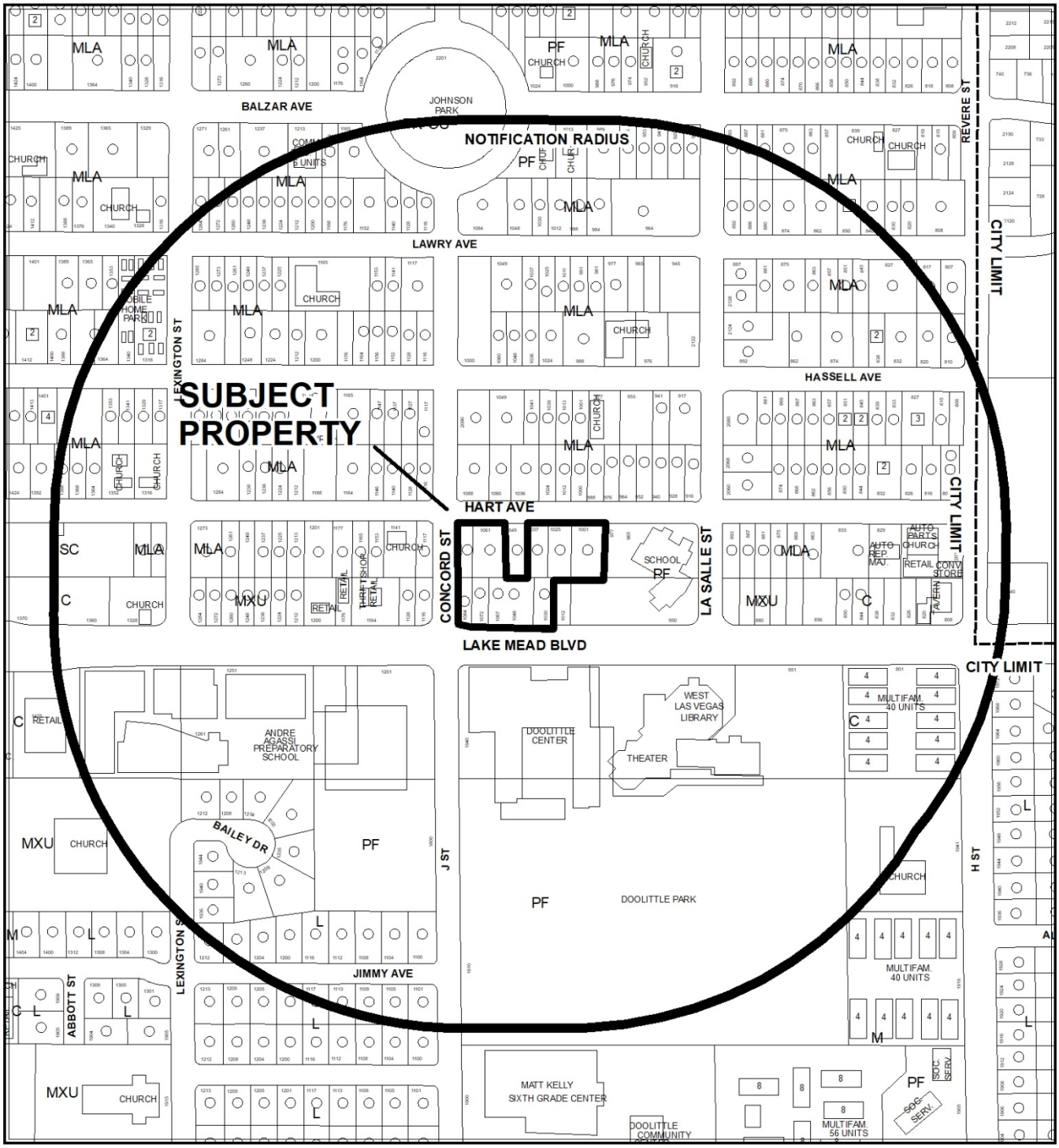
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0280 - PUBLIC HEARING - APPLICANT/OWNER: RAINBOW DREAMS, LLC, ET AL - For possible action on the following Land Use Entitlement project requests on 1.63 acres at the northeast corner of Lake Mead Boulevard and Concord Street (APNs Multiple), Ward 5 (Crear). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL 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.
The Planning Commission (7-0 vote) recommends APPROVAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps for 20-0280-GPA1
2. Land Use Map for 20-0280-GPA1
3. Location and Aerial Maps for 20-0280-ZON1, VAR1 and TMP1
4. Land Use Map for 20-0280-ZON1
5. Conditions and Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. Comments Submitted by Clark County Department of Aviation
10. School Development Tracking Form Submitted by Clark County School District for 20-0280-TMP1
11. Traffic Notes Submitted by City of Las Vegas Department of Public Works Traffic Engineering Division for 20-0280-TMP1
12. Submitted after Final Agenda - Protest Postcards
13. Backup Submitted for the January 12, 2021 Planning Commission Meeting

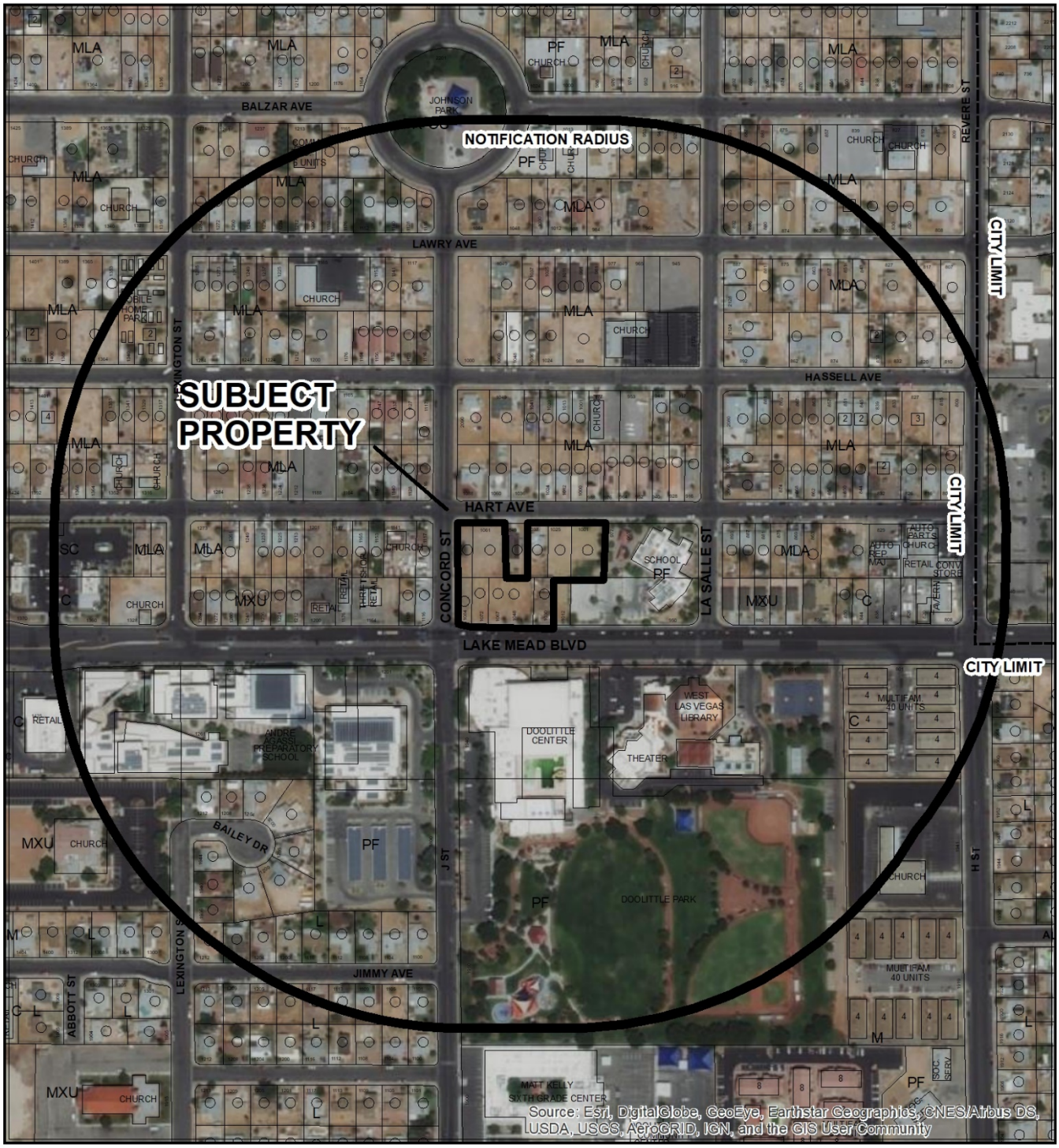


CASE: **20-0208-GPA1**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)



0 285 570 Feet

CASE: 20-0208-GPA1

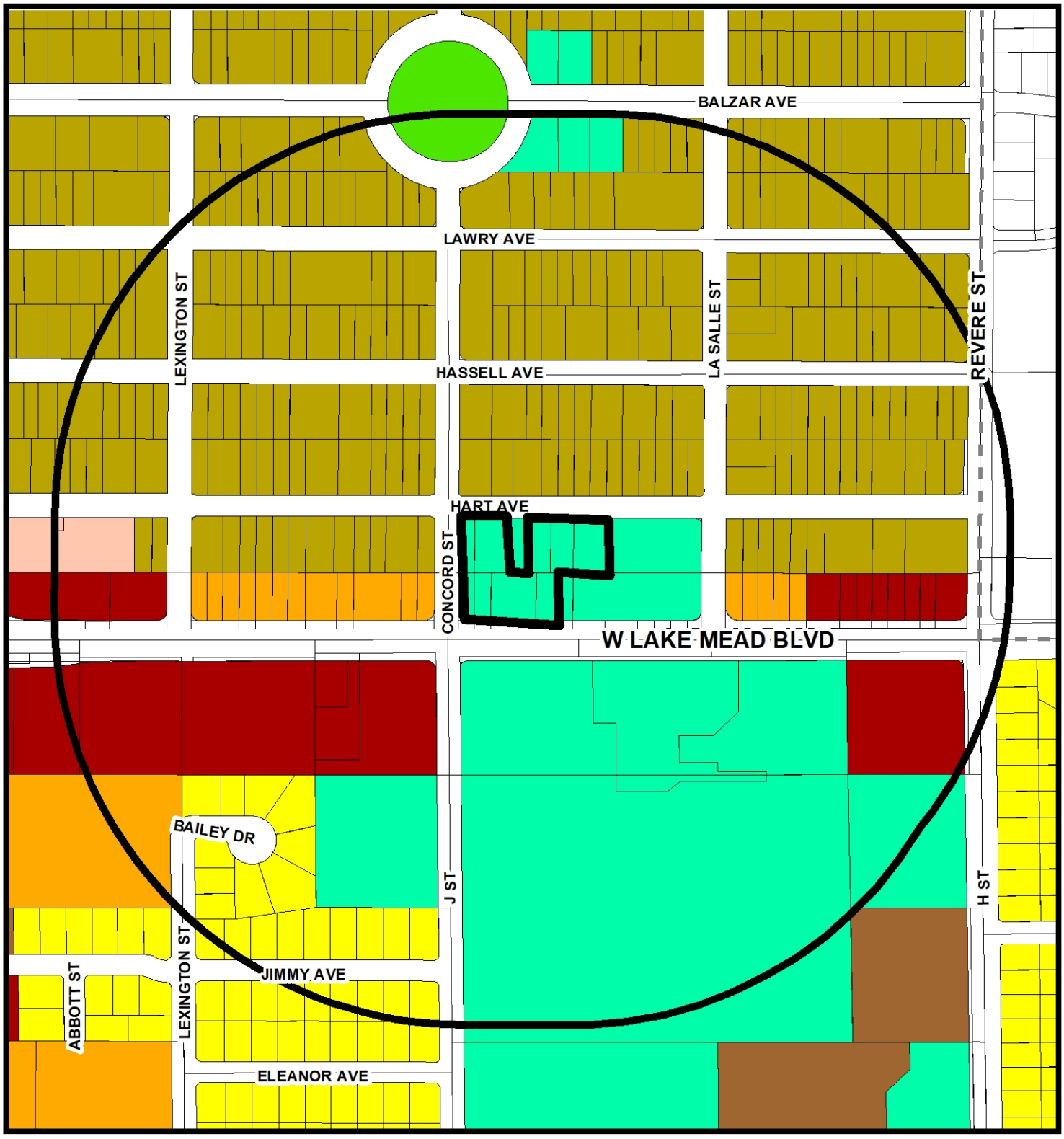
RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)

N

20-0280-GPA1



General Plan Amendment

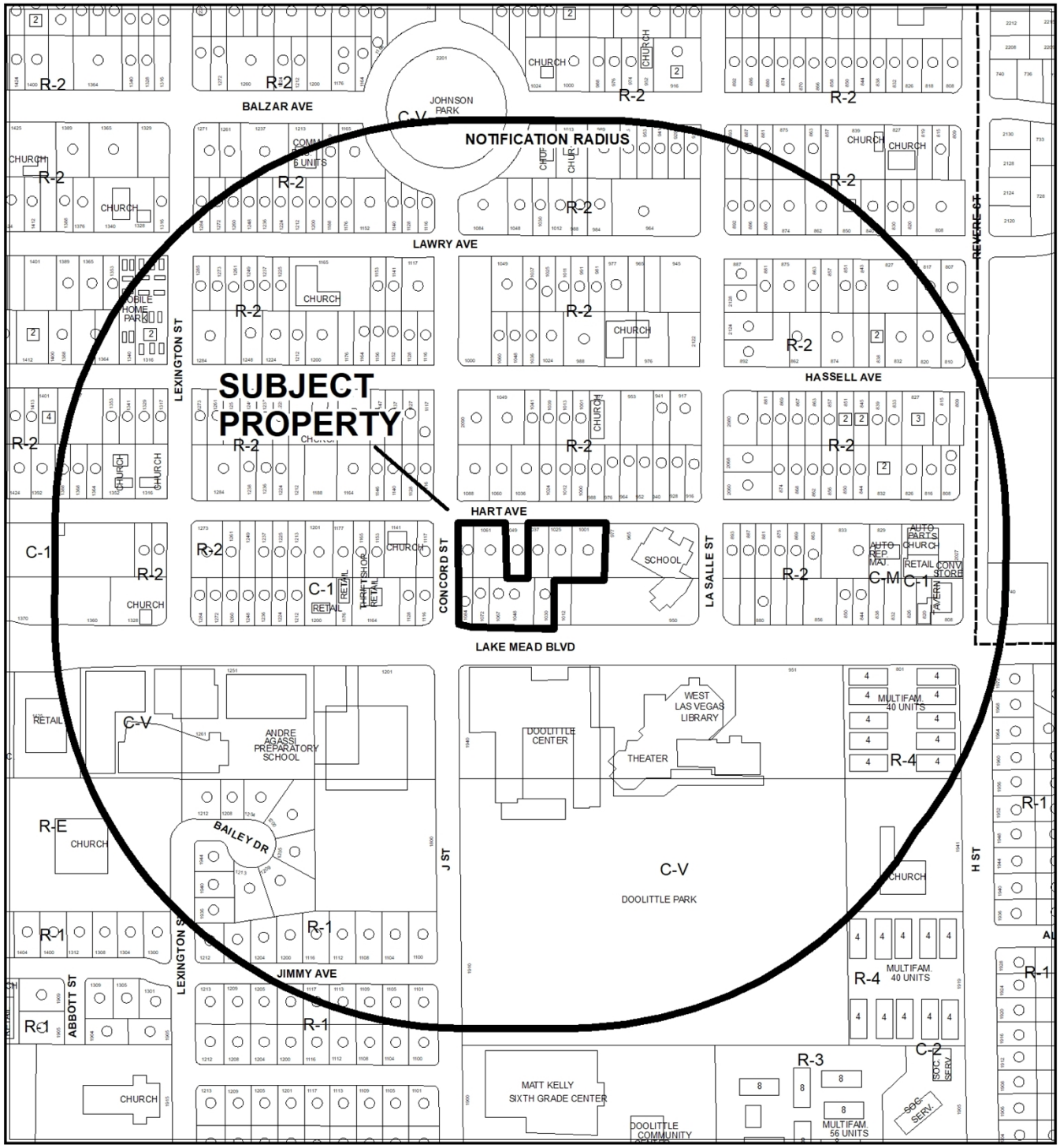
- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium Low
- Medium Low Attached
- Medium
- High
- Form-Based Code
- Planned Community Development
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industry / Research
- Traditional Neighborhood Development
- Downtown Redevelopment Area
- Parks/Recreation/Open Space
- Public Facilities
- Public Facilities - School
- Public Facilities - Clark County
- Town Center
- Resource Conservation
- Commercial (Downtown Land-Use)
- Mixed Use (Downtown Land-Use)

FROM PF TO M

- Subject Property
- 1000ft Buffer
- City Limits

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

Date: Tuesday, December 1, 2020

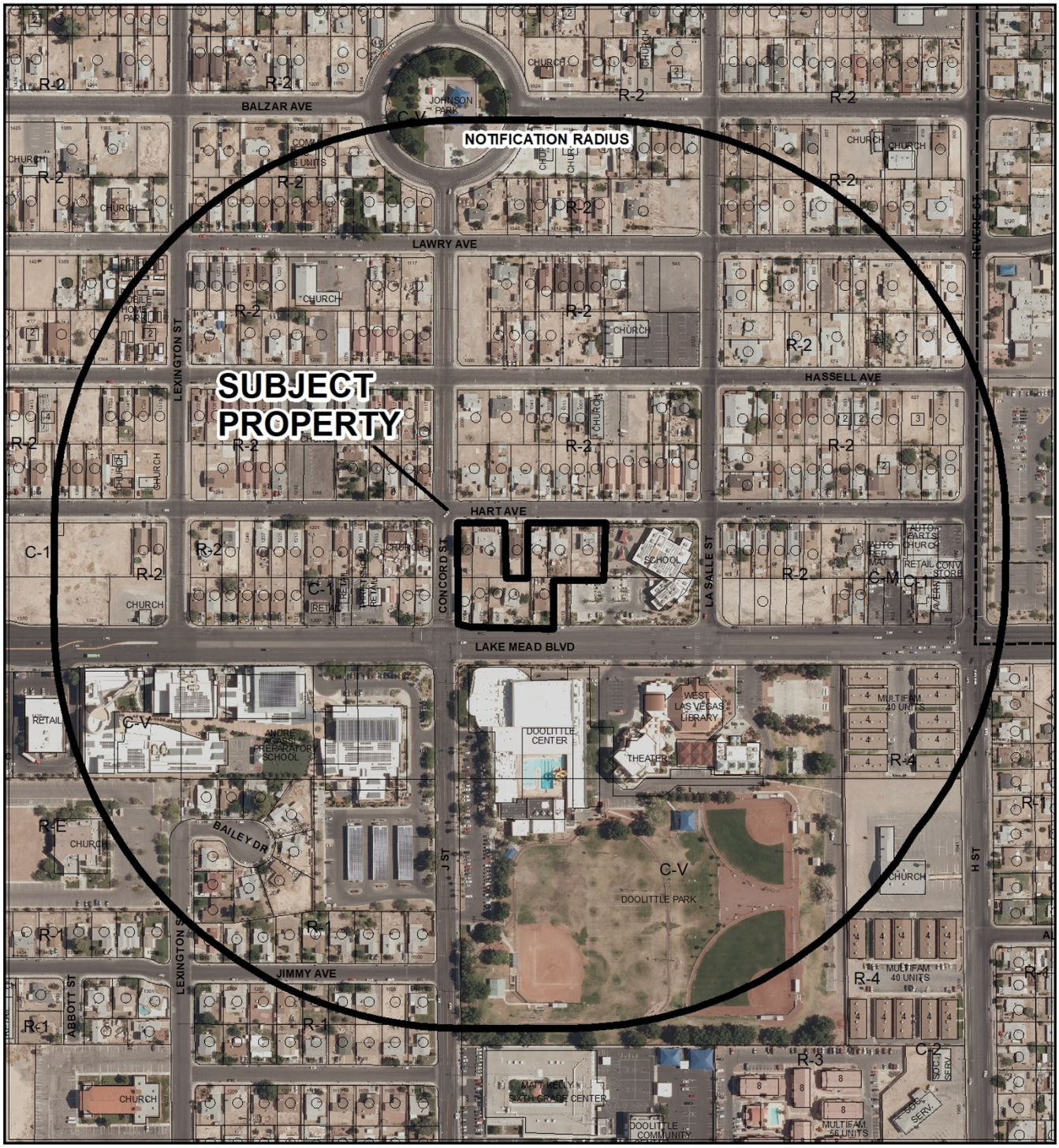


CASE: **20-0280**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

PROPOSED ZONING OF SUBJECT PROPERTY: R-TH (SINGLE FAMILY ATTACHED)



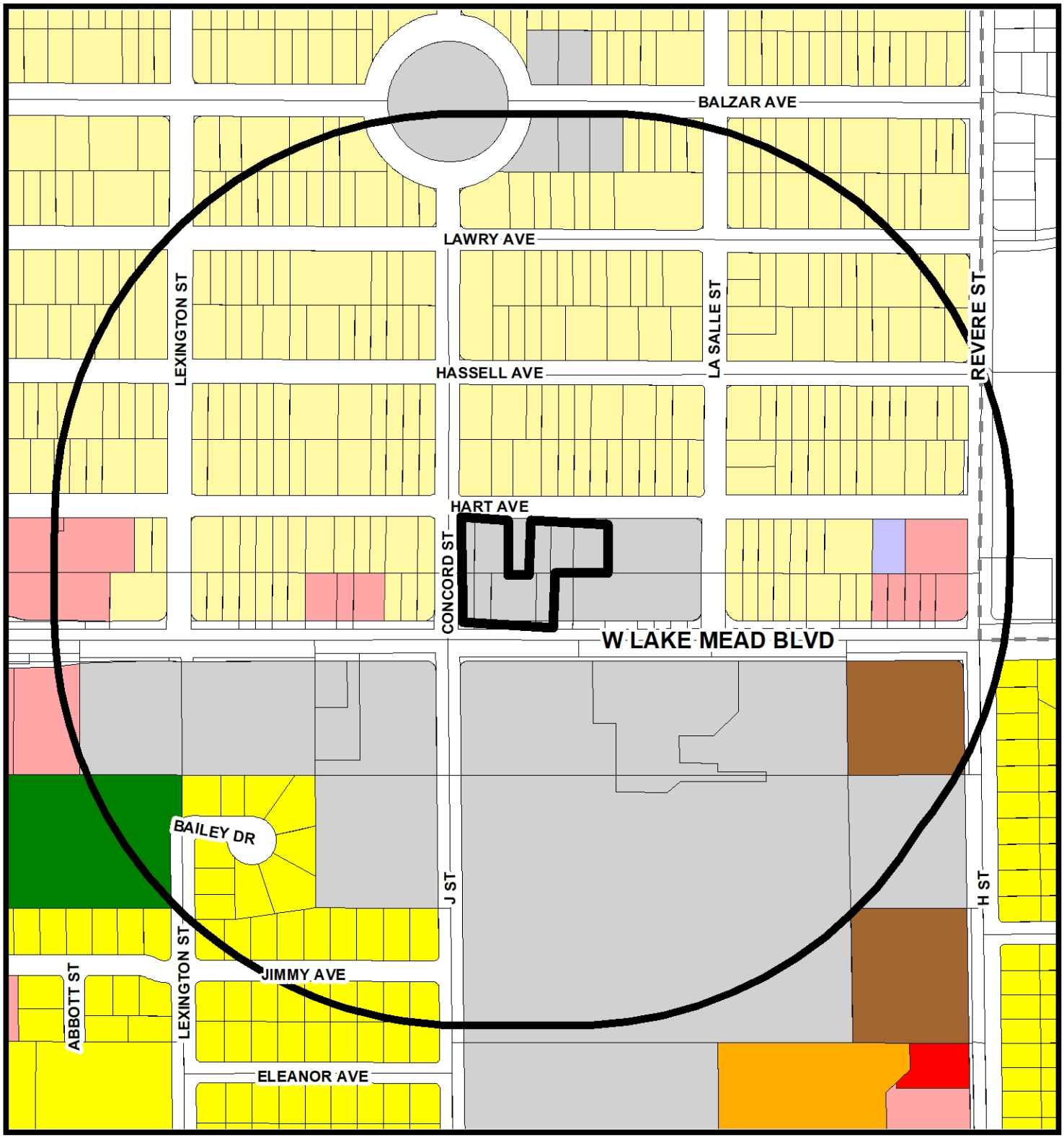
CASE: **20-0280**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

PROPOSED ZONING OF SUBJECT PROPERTY: R-TH (SINGLE FAMILY ATTACHED)

20-0280-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T4-C - T4 Corridor
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- TC - Town Center

FROM C-V TO R-TH

Subject Property

1000ft Buffer

City Limits

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

Date: Monday, November 30, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: RAINBOW DREAMS, LLC, ET AL

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0280-GPA1	Staff recommends DENIAL.	
20-0280-ZON1	Staff recommends DENIAL.	20-0280-GPA1
20-0280-VAR1	Staff recommends DENIAL, if approved subject to conditions:	20-0280-GPA1 20-0280-ZON1
20-0280-TMP1	Staff recommends DENIAL, if approved subject to conditions:	20-0280-GPA1 20-0280-ZON1 20-0280-VAR1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 317 (By City Clerk)

PROTESTS 1

APPROVALS 0

AS

**** CONDITIONS ****

20-0280-VAR1 CONDITIONS

Planning

1. A Variance is hereby approved to allow stub street terminations where a cul-de-sac is required.

2. A Variance is hereby approved to allow private streets without a gate that do not meet the public street standards.

3. Approval of a General Plan Amendment (20-0280-GPA1) and Rezoning (20-0280-ZON1) and approval of and conformance to the Conditions of Approval for Tentative Map (20-0280-TMP1) shall be required, if approved.

4. This approval shall be void four 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.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

20-0280-TMP1 CONDITIONS

Planning

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

2. Approval of General Plan Amendment (20-0280-GPA1), Rezoning (20-0280-ZON1), and Variance (20-0280-VAR1) shall be required, if approved.

3. Street names must be provided in accordance with the City's Street Naming Regulations.

4. 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.

5. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

6. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

7. Remove and replace all unused driveways adjacent to this site concurrent with development. The sidewalks adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

8. Private streets must be granted and labeled on the Final Map for this site as Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements with private surface maintenance by the Homeowner's Association.

9. Landscape and maintain all unimproved right-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

10. Residential units shall be serviced by an 8-inch public sewer line.

11. Concurrent with development, abandon all unused sewer laterals per Design and Construction Standards for Wastewater Collection Systems (DCSWCS).

12. The Final Map for this site shall include “Traffic Signal, Flasher, Conduit, and Appurtenances” in the Five-Foot and Two-Foot public easement portion of the Owner’s Certificate.

13. Contact the City Engineer’s Office at 702-229-6272 to coordinate the development of this project with the Lake Mead Boulevard project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer

14. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, 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.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to develop a 25-lot townhome residential subdivision on 1.63 acres at the northeast corner of Lake Mead Boulevard and Concord Street.

ISSUES

- A General Plan Amendment is requested to amend a 1.63-acre portion of the Southeast Sector General Plan from PF (Public Facilities) to M (Medium Density Residential).
- A Rezoning is requested from C-V (Civic) to R-TH (Single Family Attached).
- A Variance is requested to allow a stub street termination where a cul-de-sac is required.
- A Variance is requested to allow private streets without a gate that do not meet the public street standards.
- A Tentative Map is requested to allow a 25-lot townhome subdivision.

ANALYSIS

The proposed site is nine undeveloped parcels generally located at the northeast corner of West Lake Mead Boulevard and Concord Street. The 1.63-acre area is currently zoned as C-V (Civic) with a PF (Public Facilities) land use designation. A single-family dwelling is located in the middle of the subject site, and is not part of this application. The applicant is proposing to develop the parcels with a 25-lot townhome subdivision. In order to accommodate residential zoning, the applicant requests the Southeast Sector General Plan be amended to M (Medium Density Residential). The applicant also requests a Rezoning to R-TH (Single Family Attached).

The M (Medium Density Residential) General Plan land use category includes a variety of multi-family units such as plexes, townhouses, and low-density apartments. This category allows up to 25.49 units per acre. The proposed density for the subdivision is 15.33 dwelling units per acre complying with the proposed M (Medium Density Residential) density allowance.

The purpose of the R-TH (Single Family Attached) district is to accommodate single-family attached residences with designs and densities that transition between multifamily and single-family uses. The R-TH district is consistent with the policies of the Medium Density Residential category of the General Plan.

On April 27, 2008, the Historic West Las Vegas community was selected as the site for the 2008 APA Planning Workshop. The one-day workshop engaged an estimated 60 community leaders, citizens, stakeholders, and guest planners to propose specific solutions to urban planning challenges. The workshop resulted in a list of the following recommendations for the area, including a recommendation to investigate techniques to create an environment and incentive for homeownership.

The West Las Vegas Plan outlines several issues in regards to homeownership within West Las Vegas with a recommendation for each issue:

> Issue 3.2: An infill housing strategy is being implemented in the Vegas Heights neighborhood utilizing HOME (Home Investment Partnership Program) funds. The team has noted some positive outcomes. Several non-profit developers have either constructed new homes or have rehabilitated existing homes in the area. There is a need to see these types of infill developments on a larger scale. The current infill developments have occurred in spotty areas on a small scale. Through a windshield survey, numerous adjacent vacant parcels were identified that, if feasible, could lead to a more clustered approach to infill development.
>
> Recommendation 3.2: Encourage market-rate infill housing consistent with the character of existing residential areas.
>
> Issue 3.3: In West Las Vegas, there are several available residential areas with large lot sizes. These areas are not experiencing the development of market-rate housing, which is evident from windshield surveys. The Whispering Timbers project at Lake Mead and Martin L. King Blvd. is one notable exception. While affordable housing fulfills a role in providing homeownership, the development of market-rate housing is still desirable and should be encouraged. Without successful market-rate projects, the market values of the existing neighborhoods in the area may continue to decline.
>
> Recommendation 3.3: Develop a private non-profit community land bank whose role would be to assemble abandoned and vacant lots for residential housing development. This would be the overall revitalization of the community.

By amending the General Plan and zoning designation, the subject site could be remapped into a 25-lot residential subdivision each containing a single-family, attached dwelling. This would allow for the sale of 25 single-family, attached residences, thus supporting the overall goal of increased homeownership within West Las Vegas.

While the approval of the requested General Plan Amendment and Rezoning would support objectives of the West Las Vegas Plan, if development of the site fell through, the block would be left consisting of different land use designations and zoning districts. If approved, this higher density residential area (proposed 15.33 dwelling units per acre) will surround an existing single family, detached dwelling. For these reasons, staff is unable to support the requested General Plan Amendment and companion Rezoning application.

The applicant is proposing a 25-unit townhome subdivision with a uniform lot size of 1,628 square feet. The proposed density for the subdivision is 15.33 dwelling units per acre complying with the proposed M (Medium Density Residential) allowance of 25.49 dwelling units per acre.

In order to accommodate the design of the proposed subdivision, the applicant is requesting Variances of the streetscape conditions. The applicant has proposed a residential subdivision with private streets without a gate that do not meet the public street standards. Title 19.04.070 states that private streets shall have the same dimensions as comparable public streets unless separated by gates. The proposed subdivision provides 24-foot-wide streets without sidewalks. The least narrow public street allowed in Title 19.04 is 47 feet for residential streets consisting of a sidewalk on both sides of the street. Additionally, Title 19.04.100 states that public streets that terminate other than at an intersection with another public street, must utilize a cul-de-sac with a minimum radius of 40 feet for termination. The applicant is requesting a Variance to allow a residential subdivision with one stub street termination. This stub street termination ends with a pedestrian pathway onto Concord Street. Staff finds these requested Variances to be self-imposed hardships, as an alternative subdivision design could allow conformance with Title 19 and therefore Staff recommends denial of both requests.

In accordance with LVMC Title 19.06.090 R-TH (Single Family Attached) development standards, the minimum on-site parking requirement for this zoning district is one unimpeded space per dwelling unit plus one guest space for every six units. This is only applicable in this zoning district for Single-Family, Attached or Townhomes. Six guest parking spaces are provided throughout the development; one of which is designed to be handicap accessible.

The Department of Public Works has noted that provided cross-sections do not show the site's elevations or stationing. The local grades have already been established as the subject site was previously occupied by residential dwellings. In addition, there are no retaining walls shown or anticipated.

This project will add approximately 175 trips per day on Lake Mead Boulevard and Concord Street. Currently, Lake Mead is at about 66 percent of capacity and Concord is at about 21 percent of capacity. With this project, Lake Mead is expected to remain unchanged and Concord to be at about 22 percent of capacity.

The proposed development lies just outside the 2015 AE-60 (60-65 DNL) noise contour for North Las Vegas Airport (VGT), and is subject to significant aircraft noise and continuing over-flights. Future demand for air travel and airport operations is expected to increase significantly. Clark County intends to continue to upgrade VGT to meet future air traffic demand, and nighttime operations may and will continue to occur at VGT.

The applicant is advised that issuing a stand-alone noise disclosure statement to the purchaser or renter of each unit in the proposed development and to forward the completed and recorded noise disclosure statements to the Clark County Department of Aviation's Noise Office is strongly encouraged. Additionally, the Federal Aviation Administration will no longer approve remedial noise mitigation measures for incompatible development impacted by aircraft operations which was constructed after October 1st, 1998, and funds will not be available in the future should the residents wish to have their buildings purchased or soundproofed.

If approved, the proposed General Plan Amendment would break up the existing block designated as PF (Public Facilities) with M (Medium Density Residential). In addition, the proposed Rezoning would break up the existing block of C-V (Civic) zoning with R-TH (Single Family Attached). Due to the associated Variances requested allowing private streets without a gate that do not meet the public street standards and the utilization of stub street terminuses, staff is recommending denial on the proposed Tentative Map.

FINDINGS (20-0280-GPA1)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   If approved, the proposed M (Medium Density Residential) designation would break up an existing block designated for PF (Public Facilities).

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

The M (Medium Density Residential) land use designation allows for R-2 (Medium Low Density Residential), R-3 (Medium Density Residential), and the proposed RTH (Single Family Attached).

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   There are adequate transportation and utility facilities to accommodate the uses permitted by the proposed Medium Density General Plan designation.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed amendment conforms to the West Las Vegas Plan, which encourages market-rate infill housing consistent with the character of existing residential areas.

FINDINGS (20-0280-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If the associated General Plan Amendment to M (Medium Density) is approved on this site, the proposed R-TH (Single Family Attached Residential) zoning district would conform to the M land use designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The R-TH (Single Family Attached Residential) accommodates single-family attached residences with designs and densities that transition between multi-family and single-family uses. The subject site could act as an appropriate transition from Lake Mead Boulevard, a 100-foot primary arterial to R-2 (Medium-Low Density Residential) to the north. If approved, the proposed R-TH (Single Family Attached) zoning would break up an existing block zoned as C-V (Civic).

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

Neither growth nor development factors in the surrounding community indicate a need or appropriateness for this rezoning.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   West Lake Mead Boulevard, Concord Street, and Hart Avenue are all adequate in size to meet the needs of the proposed R-TH (Single Family Attached Residential) zoning district.

FINDINGS (20-0280-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created, or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to overdevelop the subject site. An alternative subdivision design would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (20-0280-TMP1)

Due to the associated Variances requested allowing private streets without a gate that do not meet the public street standards and the utilization of stub street terminuses, staff is recommending denial on the proposed Tentative Map.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/11/15	The Planning Commission approved a Special Use Permit (SUP-59935) for a Private School, Primary Use at 950 West Lake Mead Boulevard. Staff recommended approval.
	The Planning Commission approved a Site Development Plan Review (SDR-59936) for a Major Amendment to a previously approved Site Development Plan Review (SDR-3132) to redesign the parking lot and add a playground to an existing Private School, Primary with Waivers of the perimeter landscape buffer requirements on 2.1 acres at 950 West Lake Mead Boulevard. Staff recommended approval.
06/06/16	Staff administratively approved a Minor Amendment (SDR-64456) to a previously approved Site Development Plan Review (SDR-3132) to add a 3,600 square-foot modular building with four classrooms to an existing Private School, Primary Use on 2.1 acres at 950 West Lake Mead Boulevard.
11/16/16	The City Council approved a General Plan Amendment (GPA-66241) from MLA (Medium Low Attached Density Residential) and MXU (Mixed Use) to: PF (Public Facility) at 950 West Lake Mead Boulevard. The Planning Commission and Staff recommended approval.
	The City Council approved a Rezoning (ZON-66245) from R-2 (Medium-Low Density Residential) to: C-V (Civic) on 3.50 acres at 950 West Lake Mead Boulevard. The Planning Commission and Staff recommended approval.
	The City Council approved a Site Development Plan Review (SDR-65797) for a Major Amendment to a previously approved Site Development Plan Review (SDR-3132) to redesign the parking lot and to add a 36,874 square-foot building with nine classrooms to an existing Private School, Primary Use with Waivers of the perimeter landscape buffer requirements on 3.50 acres at 950 West Lake Mead Boulevard. The Planning Commission and Staff recommended approval.
07/19/17	The City Council approved a Variance (VAR-70236) to allow 51 parking spaces where 57 parking spaces are required on 2.15 acres at 950 West Lake Mead Boulevard. The Planning Commission recommended approval while staff recommend denial.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/19/17	The City Council approved a Major Amendment (SDR-70237) to a previously approved Site Development Plan Review (SDR-3132) for a proposed temporary development to add three modular buildings to an existing Private School, Primary on 2.15 acres at 950 West Lake Mead Boulevard. The Planning Commission recommended approval while staff recommend denial.
08/20/19	A Code Enforcement Case (CE19-02078) was reported for a lot of trash that was attracting rats. The case was resolved on 09/23/19.
01/12/21	The Planning Commission voted (7-0) to hold 20-0280-GPA1, ZON1, VAR1 and TMP1 in ABEYANCE to the February 9, 2021 Planning Commission Meeting.
02/09/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 1.63 acres at the northeast corner of Lake Mead Boulevard and Concord Street (APNs Multiple), Ward 5 (Crear). • 20-0280-GPA1 - FROM: PF (PUBLIC FACILITIES) TO: M (MEDIUM DENSITY RESIDENTIAL). • 20-0280-ZON1 - FROM: C-V (CIVIC) TO: R-TH (SINGLE FAMILY ATTACHED) • 20-0280-SUP1 - TO ALLOW STUB STREET TERMINATIONS WHERE A CUL-DE-SAC IS REQUIRED, AND PRIVATE STREETS WITHOUT A GATE THAT DO NOT MEET PUBLIC STREET STANDARDS • 20-0280-TMP1 - LAKE MEAD COMMONS - FOR A PROPOSED 25-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISON

Most Recent Change of Ownership	
10/15/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/11/17	A Building Permit (R17-01109) was issued for a home demolition at 1061 Hart Avenue.
05/16/18	A Building Permit (R18-06029) was issued for a home demolition at 1036 West Lake Mead Boulevard.
06/11/18	A Building Permit (R18-07257) was issued for a home demolition at 1084 West Lake Mead Boulevard.
	A Building Permit (R18-07259) was issued for a home demolition at 1036 West Lake Mead Boulevard.

Related Building Permits/Business Licenses	
09/20/18	A Building Permit (R18-12615) was issued for a home demolition at 2042 Concord Street.
	A Building Permit (R18-12616) was issued for a home demolition at 1072 West Lake Mead Boulevard.
07/09/20	A Building Permit (R20-09115) was issued for a home demolition at 1037 Hart Avenue.

Pre-Application Meeting	
10/22/20	A pre-application meeting was held with the applicant to discuss the submittal requirements for a General Plan Amendment, Rezoning, Variance, and Tentative Map pertaining to a proposed 25-lot townhome subdivision.

Neighborhood Meeting	
12/22/20	A neighborhood meeting was conducted at 5:30 PM on December 22nd, 2020 at the City Hall training rooms located at 495 South Main Street. The meeting was also broadcasted and recorded via WebEx. The meeting was attended physically by one staff member from the Department of Planning, three individuals representing the applicant/project, and zero members of the public. One member of the public attended virtually through WebEx. The meeting began with the applicant giving an overview of the proposed development as it relates to neighboring properties in the area. Concerns voiced by the members of the public were as follows: • How will construction effect the neighbors? Applicant stated impact would be minimal and that streets would not be used for construction. • Was CCSD consulted? Staff stated that CCSD is always provided an opportunity to comment on new residential developments.

Field Check	
12/02/20	A routine field check was conducted by staff; staff found an undeveloped, graded site surrounded by a temporary construction fence.

Details of Application Request	
Site Area	
Gross Acres	1.63

AS

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	PF (Public Facility)	C-V (Civic)
North	Single Family, Detached Dwelling	MLA (Medium Low Attached Residential)	R-2 (Medium-Low Density Residential)
South	Community Recreational Facility (Public)	PF (Public Facility)	C-V (Civic)
East	Private School, Primary		
West	Single Family, Detached Dwelling	MXU (Mixed Use) MLA (Medium Low Attached Residential)	R-2 (Medium-Low Density Residential)

Master and Neighborhood Plan Areas	***Compliance***
Southeast Sector/ Revitalization Area	Y
West Las Vegas Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (140 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area – Area 1 (Southern portion of site)	Y
Interlocal Agreement	N/A
Project of Significant Impact	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.06.090, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	1,600 SF	1,628 SF	Y
Min. Lot Width	20 Feet	22 Feet	Y
Min. Setbacks			
• Front	10 Feet	22 Feet	Y
• Side	N/A	0 Feet	Y
• Corner	10 Feet	N/A	Y
• Rear	5 Feet	10 Feet	Y
Max. Lot Coverage	95%	80 %	Y
Max. Building Height	3 Stories/ 45 Feet	2 Stories/ 27 Feet	Y

AS

Existing Zoning	***Permitted Density***	***Units Allowed***
C-V (Civic)	N/A	N/A
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-TH (Single Family Attached)	15.33	25
Existing General Plan	***Permitted Density***	***Units Allowed***
PF (Public Facilities)	N/A	N/A
Proposed General Plan	***Permitted Density***	***Units Allowed***
M (Medium Density Residential)	25.49	41

Pursuant to Title 19.06, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	9 Trees	13 Trees	Y
• South	1 Tree / 30 Linear Feet	8 Trees	12 Trees	Y
• East	1 Tree / 30 Linear Feet	0 Trees	0 Trees	Y
• West	1 Tree / 30 Linear Feet	9 Trees	12 Trees	Y
TOTAL PERIMETER TREES		**26 Trees**	**37 Trees**	**Y**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	6 Feet		8 Feet	Y
• South	6 Feet		8 Feet	Y
• East	0 Feet		8 Feet	Y
• West	6 Feet		8 Feet	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Lake Mead Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	100	Y
Concord Street	Local Street	Title 13	60	Y
Hart Avenue	Local Street	Title 13	55	Y

AS

19.04.040 Connectivity		
Transportation Network Element	***# Links***	***# Nodes***
Internal Street	4	
Intersection – Internal		2
Intersection – External Street or Stub Terminus		1
Non-Vehicular Path - Unrestricted	.5	
Total	4.5	3

	Required	***Provided***
Connectivity Ratio (Links / Nodes):	**1.30**	**1.5**

Pursuant to Title 19.06.090, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Single Family, Attached	25 Dwelling Units	1 per dwelling unit	25				
Guest Parking		1 per 6 units	5				
TOTAL SPACES REQUIRED			30		31		Y
Regular and Handicap Spaces Required			29	1	30	1	Y

Proposed 25 Single Family Lots (Townhomes):			
Student Yield	**Elementary School**	**Middle School**	**High School**
Single-Family Units (25)	25 x 0.173	25 x 0.058	25 x 0.064
Total Additional Students	5	3	3

Schools Serving the Area:					
Name	**Address**	**Grade**	**Capacity**	**Enrollment**	**Site Date**
Fitzgerald Elementary School	2651 North Revere Street	Kindergarten	490 Students	393 Students	11/02/20
Antonello Elementary School	1101 West Tropical Parkway	1st – 5th Grade	530 Students	528 Students	11/02/20
West Prep Middle School	2050 West Sapphire Stone Avenue	6th – 8th Grade	1,499 Students	1,647 Students*	11/02/20
Canyon Springs High School	350 East Alexander Road	9th - 12th Grade	2,452 Students	2,775 Students*	11/02/20

**West Prep Middle School and Canyon Springs High School are over capacity for the 2020-2021 school year. West Prep Middle School is at 109.87 percent and Canyon Springs High School is at 113.17 percent of the program capacity.*

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) GPA, ZC, TM & VAR

Project Address (Location) LAKE MEAD BLVD & CONCORD ST

Project Name LAKE MEAD COMMONS **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 13921612045, 046, 048, 049 & 050, 13921612081, 085, 086 & 093 **Ward #** 5

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-V Proposed R-TH

Additional Information _____

Property Owner RAINBOW DREAM L L C Contact DIANE POLLARD
Address PO BOX 34271 City LAS VEGAS State NV Zip 89133
E-mail dianepollard75@yahoo.com Phone 702-596-9610

Applicant RAINBOW DREAM L L C Contact DIANE POLLARD
Address PO BOX 34271 City LAS VEGAS State NV Zip 89133
E-mail dianepollard75@yahoo.com Phone 702-596-9610

Representative LANDON CHRISTOPHERSON Contact _____
Address 2885 E. QUAIL AVE City LAS VEGAS State NV Zip 89120
E-mail LCHRISTOPHERSON@NOVUSVI.COM Phone 702-521-7021

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 Diane Pollard

Subscribed and sworn before me

This 28 TH day of OCTOBER , 20 20

Julia Khguyen
Notary Public in and for said County and State

JULIA KIM NGUYEN
Notary Public, State of Texas
Comm. Expires 04-07-2024
Notary ID 132429567

20-0280
11/16/2020

DEPARTMENT OF PLANNING

DATE: 11-14-20

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: **PROJECT NAME** LAKE MEAD COMMONS
Tentative Map Election to Follow Alternative Procedure and Consent to Extension of Time Limit

To whom it may concern:

RAINBOW DREAMS LLC (Subdivider) hereby elects to follow the alternative procedure for tentative map processing set forth in LVMC 19.16.050(C)(4). In so doing, Subdivider acknowledges that this election and the City's acceptance of a tentative map application as complete shall be deemed to constitute the mutual consent of the City and Subdivider to extend the time limits set forth in NRS 278.350 for the City to act and report on a tentative map. Subdivider also acknowledges that final action on the map may not occur until final action has been taken on any related zoning application, site development plan review, or both. Subdivider has elected the alternative procedure to facilitate the ability of the tentative map to be heard concurrently with any and all associated land use entitlements.

If any question or concerns arise from this request please contact LANDON CHRISTOPHERSON at (702)-521-7021. Thank you.

Sincerely,

(Signature)

LANDON CHRISTOPHERSON
(Print)

Subscribed and sworn before me

This 16 day of November, 20 20.

Cynthia J Allen
Notary Public in and for said County and State

CYNTHIA J ALLEN
Notary Public, State of Nevada
Appointment No. 94-4961-1
My Appt. Expires Nov 06, 2021

21-0280
11/16/2020

DEPARTMENT OF PLANNING

TENTATIVE MAP SUBMITTAL REQUIREMENTS

PRE-APPLICATION CONFERENCE: A pre-application conference with a representative from the Department of Planning is required before submitting an application. It is the responsibility of the applicant to schedule the pre-application conference by submitting a completed Electronic Pre-Application Conference Request form through the CLVEPLANS system, as well as accessing the CLVEPLANS system to upload required drawings and documents and completing the upload task. See the Planning Commission Meeting Schedule for submittal closings dates and Planning Commission meeting dates.

PRE-APPLICATION SUBMITTAL CHECKLIST: A Submittal Checklist with an **original signature** by the planner conducting the Pre-Application Conference is required. The Submittal Checklist shall be uploaded into the CLVEPLAN project's documents folder.

APPLICATION/PETITION FORM: The applicant shall enter in the required information into the associated fields located within the CLVEPLAN Project "Application" tab. Furthermore, the applicant is responsible for certifying that they are the applicant and that the information submitted with the application is true and accurate to the best of their knowledge and belief and that they understand that the City is not responsible for inaccuracies presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. Furthermore, the applicant must certify that they are owner or purchaser (or option holder) of the property involved in the application, or lessee or agent fully authorized by the owner to make the submittal. The City reserves the right to request a completed Application/Petition Form if required. The application shall be signed, notarized and acknowledged by the owner of record of each parcel of property. Non-Property Owner: An application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which the Tentative Map is sought. However, interest in that property must exist in a written agreement with the owner of record, attached to which is a copy of the Tentative Map application and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to be bound by the requested Tentative Map.

DEED & LEGAL DESCRIPTION: In order to verify ownership, a copy of the recorded deed(s) for the subject property(ies), including exhibits and attachments, is required. The deed and all attachments must be legible.

FEES: Administrative or Non-public Hearing..... $750
Public Hearing .....……. $750 plus $500 for notification and advertising costs

TENTATIVE MAP CHECKLIST: All items on the Checklist must be addressed on the Tentative Map. The Checklist must be signed by a Public Works Representative before submittal of the application.

DINA (SB 191) and/or PROJECT OF REGIONAL SIGNIFICANCE: If applicable, a Development Environmental Impact Assessment Notification statement will be required.

20-0280
11/16/2020

TENTATIVE MAP: (21 folded and 1 rolled) Please refer to the Tentative Map Checklist for additional requirements. The tentative map must be stamped with a validated land surveyor's OR engineer's seal on

every page. The seal must be signed, dated and include the expiration date of the seal. All site area must be on one sheet or page.

PERIMETER WALL DETAIL and ELEVATION: Provide existing and proposed perimeter wall details including the height of retaining and screen walls and step-backs. Provide elevations that indicate overall height, color, material, and texture of the walls.

CROSS SECTION DRAWING: Seven (7) copies of a Cross Section Drawing that meets the requirements of Title 19.16.050(J).

LASER PRINT: A reduced, black & white 8.5x11 (high resolution) copy of the Tentative Map and Cross Section Drawing are required.

STATEMENT OF FINANCIAL INTEREST: A completed Statement of Financial Interest is required.

20-0280
11/16/2020

DEPARTMENT OF PLANNING

TENTATIVE MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each tentative map application:

A. Tentative Map Contents

- ☐ 1. Name of the proposed subdivision.
- ☐ 2. Names, addresses and phone numbers of owner, subdivider and surveyor or engineer.
- ☐ 3. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.
- ☐ 4. A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- ☐ 5. Identification of adjoining properties.
- ☐ 6. Existing topography (obtained by actual survey at one (1) foot contours (based on city datum) on site and within one hundred fifty (150) feet of the proposed subdivision (except for the interior of existing subdivisions within one hundred, fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- ☐ 7. Existing structures and other physical features.
- ☐ 8. Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.
- ☐ 9. Existing and proposed street right of way widths, grades (with the direction of drainage indicated) and corner radii.
- ☐ 10. Existing and proposed street names.
- ☐ 11. Except for commercial subdivisions, existing and proposed street addresses or address ranges for each block, in accordance with the City's street addressing regulations.
- ☐ 12. Locations and widths of existing and proposed utility rights-of-way and easements.
- ☐ 13. Locations and widths of existing and proposed irrigation or drainage ditch rights-of-way and easements.
- ☐ 14. Existing and proposed storm drains.
- ☐ 15. Proposed sanitary sewer systems, showing pipe sizes, manholes, direction of flow and point of connection to existing facilities.
- ☐ 16. Existing and proposed potable water mains and, for subdivisions to be supplies by wells, the location, pressure and capacity of such wells, and the potential population capable of being served by such wells. The wells must be authorized under State certificate.

20-0280
03/01/2021

- ☐ 17. Proposed reservations or dedications for parks, trails, open spaces, schools, or other public or quasi public uses.

☐ 18. Existing street names, rights of way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision.

☐ 19. If required, an Impact Statement in accordance with LVMC 19.16.010 (E) and a Traffic Management Plan.

☐ 20. Note on the map indicating whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

☐ 21. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Supplemental Information

The following supplemental information may be required by the Department of Public Works or the Department of Planning. When required, it shall be submitted on separate drawings or sheets.

☐ 1. A Traffic Impact Analysis, Single Subdivision Access Report, or Master Driveway and Onsite Circulation Plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.

☐ 2. Development Impact Notice and Assessment (DINA) per LVMC 19.16.010 (E) of the Unified Development Code (refer to the pre-application checklist).

☐ 3. Any proposed deviations from City standards (refer to the pre-application checklist).

☐ 4. A copy of the deed for the property (refer to the pre-application checklist).

☐ 5. Whenever, on the perimeter of a project, walls are proposed which (1) face a public street or adjoining property not in common ownership; (2) are within a single plane and are not separated by landscaping; and (3) exceed the maximum acceptable wall heights indicated in Title 19 or other applicable Master Plan, the applicant shall submit three copies of a plan or proposed perimeter grades which indicates all such walls. This plan may be super imposed on the tentative map but must be legible. The plan shall include cross sections of all sections of the project perimeter with walls which exceed the heights indicated in above.

☐ 6. If applicable, a letter indicating that an in-lieu-of park is proposed.

Department of Public Works Signature: _____

Date: _____

20-0280
03/01/2021

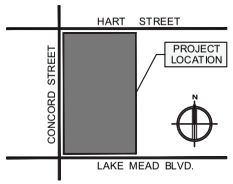
PROJECT NAME

DESIGN REVIEW FOR:

LAKE MEAD COMMONS

LAKE MEAD & CONCORD
LAS VEGAS, NEVADA 89106

LOCATOR MAP



PROJECT INFORMATION

ASSESSORS NO:
13921612045, 046, 048, 049 & 050
13921612081, 085, 086, & 093

ESTIMATED LOT SIZE:
1.60 +/- NET ACRES
1.60 +/- GROSS ACRES

ZONING CLASSIFICATION:
EXISTING: C-V
PROPOSED: R-TH

PROPOSED USE:
SINGLE FAMILY ATTACHED HOUSING

SETBACKS:	REQUIRED:	PROVIDED:
FRONT	10'	22'
SIDE	0'	0'
REAR	10'	10'

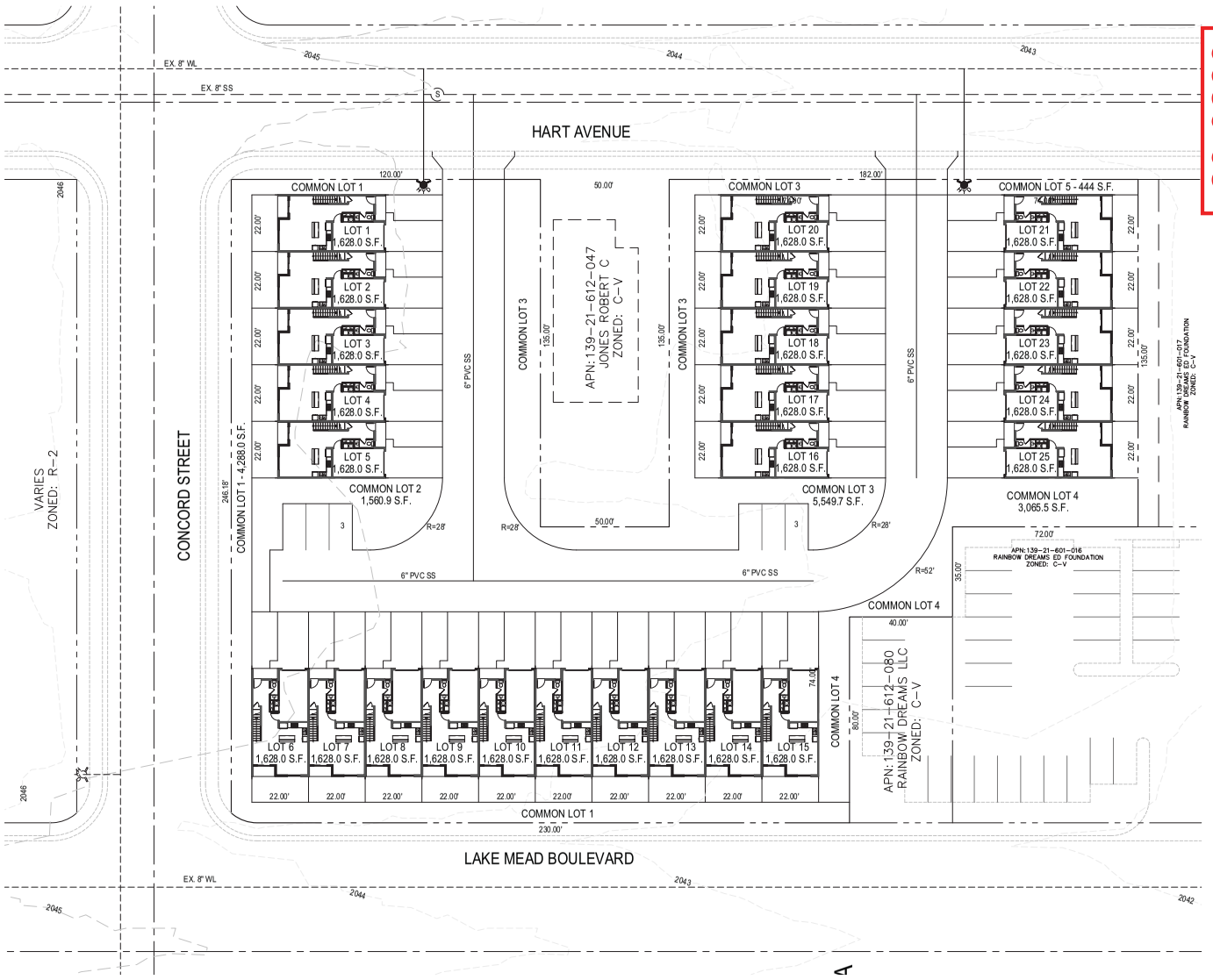
PROJECT DENSITY:
25 UNITS / 1.60 ACRES = 15 PER ACRE

BUILDING INFORMATION:
BUILDING SQUARE FEET: 1,733 S.F. (PER UNIT)
BUILDING HEIGHT: 27'-4"

REQUIRED PARKING STALLS
1 SPACE PER UNIT + 1 GUEST SPACE PER 6 UNITS
25 SPACES + 5 GUEST SPACES = 30 SPACES

PROVIDED PARKING STALLS
50 SPACES - 2 SPACES PER UNIT

Clark County Page 78 of 83



20-0280
11/16/2020

1
SP001

PROPOSED SITE PLAN

SCALE: 1" = 20'-0"

STAMP:

REVISIONS:

Rev	Date	Description
1	11/16/20	Original

DESIGN REVIEW FOR:

LAKE MEAD COMMONS

LAKE MEAD & CONCORD
LAS VEGAS, NEVADA 89106

These plans are the sole property of DLC CONSULTING. These drawings are not to be reproduced, changed or copied in any way whatsoever, nor are they to be issued to a third party without written permission and consent of DLC CONSULTING. All dimensions on these plans shall take precedence over scaled dimensions.

DLC CONSULTING
DEVELOPMENT I LAND ANALYSIS I CONSTRUCTION
2885 EAST QUAIL AVENUE
LAS VEGAS, NEVADA 89120
PHONE: 702-521-7021

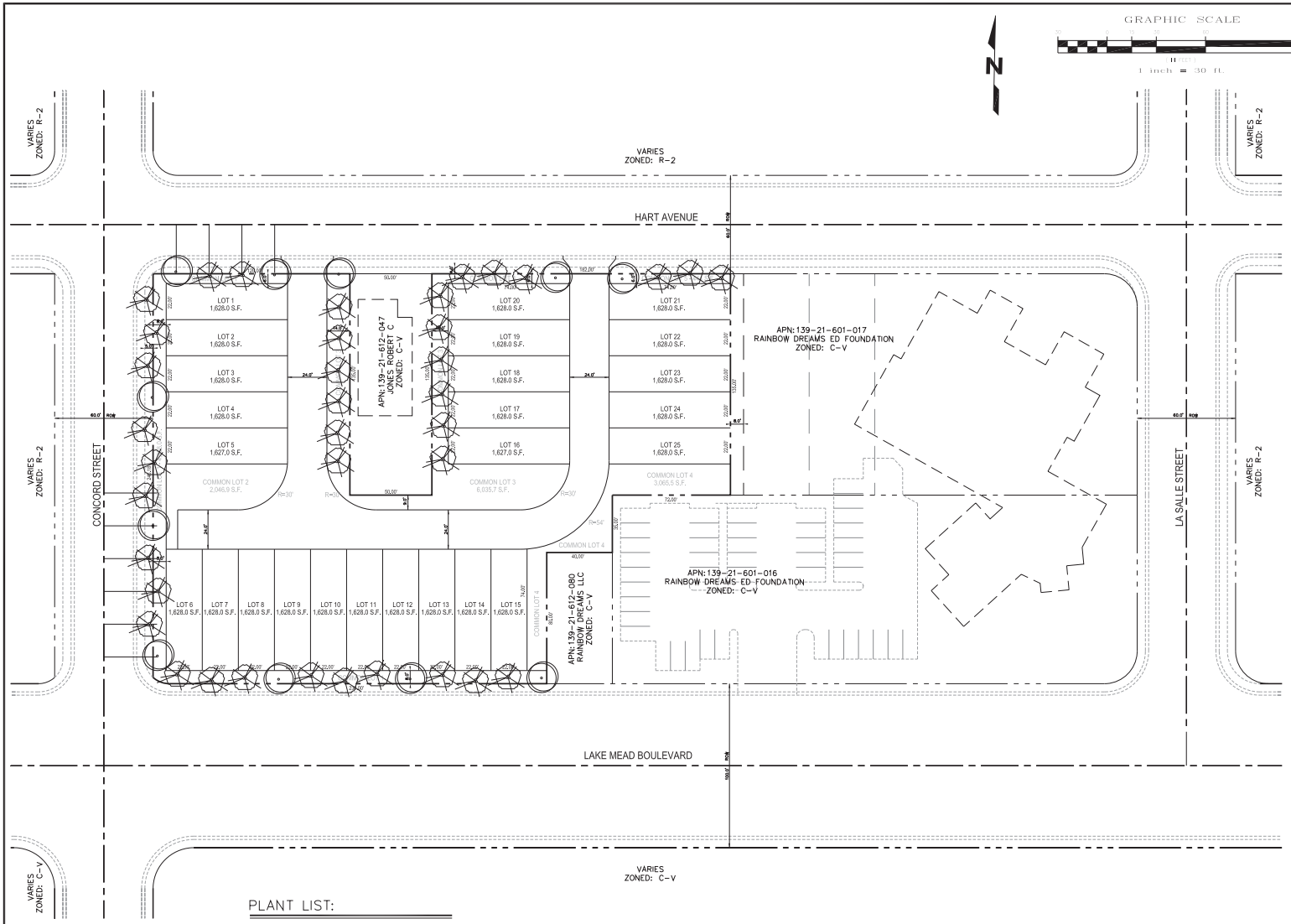
PROJECT:
LAKE MEAD COMMON
DESIGN REVIEW

SHEET CONTENT:
SITE PLAN

DATE:
NOVEMBER 16, 2020

JOB NUMBER:
013-20-014

SHEET:
SP001



PLANT LIST:

NUMBER OF PLANTS	SYMBOL	BOTANICAL NAME - COMMON NAME	SIZE
		RHUS LANCEA - African Sumac	24" BOX 15 GALLON
		Shoestring Acacia	24" BOX 15 GALLON
		LANTANA HYBRID "NEW GOLD" - Yellow Trailing Lantana	5 GALLON
		Cistus purpureus - Purple Rockrose	5 GALLON
		OPHIOPOGON JAPONICUS - Mondon Grass	5 GALLON
		Pyracantha coccinea - Scarlet Firethorn	5 GALLON

LEGEND AND ABBREVIATIONS

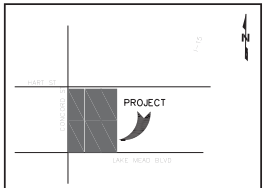
EXISTING	PROPOSED
PARCEL BOUNDARY	
CENTERLINE	
PROPERTY LINE	
EDGE OF PAVEMENT	
CONTOUR W/ ELEVATION	
CURB & GUTTER	
EXISTING ELEVATION	
FINISHED FLOOR (FF = 52.08)	
CHAIN LINK FENCE	
PROPOSED SLOPE	
FIRE HYDRANT	

20-0280
11/16/2020

NOTE:
"NO STRUCTURE, VEGETATION, OR OBJECT OF ANY KIND IS PERMITTED OVER TWENTY-FOUR (24) INCHES IN HEIGHT (MEASURED FROM THE TOP OF THE ADJACENT CURB IF CURB EXISTS) WITHIN THE SIGHT VISIBILITY ZONES"

NOTE:
TREES ALONG RIGHT OF WAY TO BE A MAXIMUM OF 30 FEET APART.

ALL LANDSCAPE WILL CONFORM TO CODE



VICINITY MAP
NOT TO SCALE

ENGINEER
LANDON CHRISTOPHERSON
2885 E. QUAIL AVENUE
LAS VEGAS, NEVADA 89129
PHONE: 702-521-7021

OWNER / DEVELOPER
RAINBOW DREAM L L C
PO BOX 34271
LAS VEGAS, NV 89133

#	DATE / DESCRIPTION

ENGINEER'S SEAL:
LICENSED PROFESSIONAL ENGINEER STATE OF NEVADA
LEONARD L. CHRISTOPHERSON
EXP. 12/31/18
CIVIL
No. 15257

ENGINEER:
DLC CONSULTING
DEVELOPMENT | LAND ANALYSIS | CONSTRUCTION
2885 EAST QUAIL AVENUE
LAS VEGAS, NEVADA 89120
PHONE: 702-521-7021

CLIENT:
RAINBOW DREAMS LLC
City of Las Vegas Page 787

PROJECT:
LAKE MEAD COMMONS
LAKE MEAD BLVD. & CONCORD ST.
APN: 13921612045, 046, 048, 049 & 050
13921612081, 085, 086 & 093

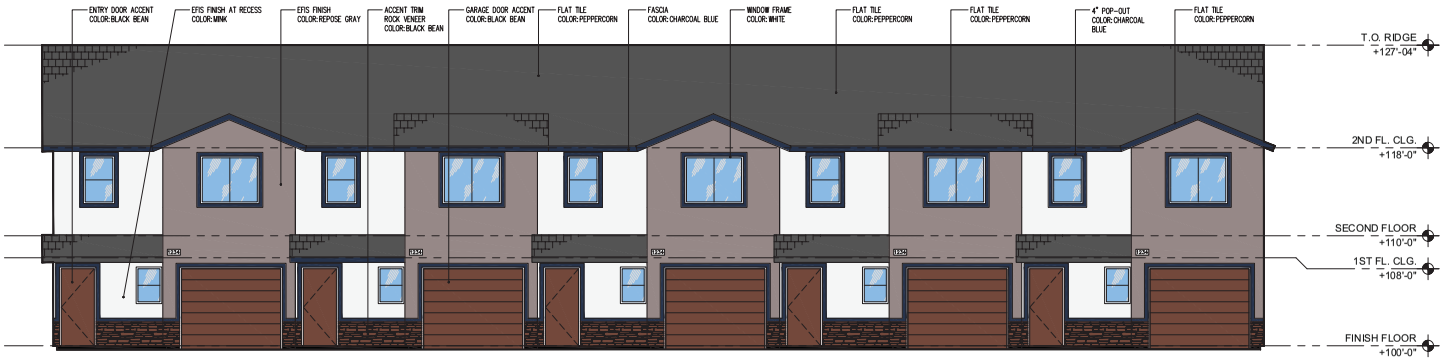
SHEET TITLE:
LAMDSCAPE PLAN

DATE:
OCT. 03, 2020

SCALE:
1" = 30'

SHEET NUMBER:
1 OF 1

DRAWING:



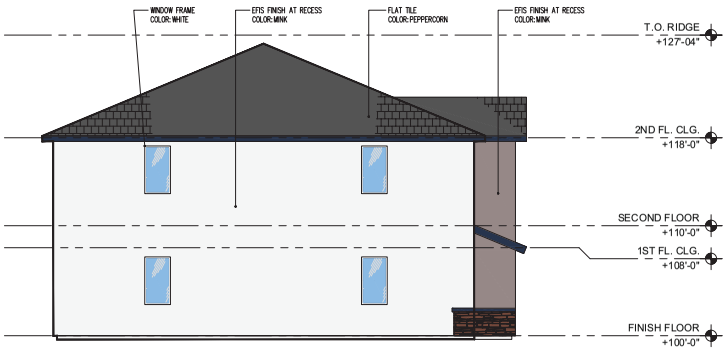
1 FRONT ELEVATION
EV001

SCALE: 3/16" = 1'-0"



2 REAR ELEVATION
EV001

SCALE: 3/16" = 1'-0"



3 SIDE ELEVATION
EV001

SCALE: 3/16" = 1'-0"

FINISH LEGEND

EXTERIOR PRIMARY FACE:
EFIS FINISH
REPOSE GRAY – SW 7015

EXTERIOR SECONDARY FACE:
EFIS FINISH
MINK – SW 6004

FASCIA:
EFIS FINISH
CHARCOAL BLUE – SW 2739

ENTRY DOOR ACCENT & ACCENT WALL
BLACK BEAN – SW 6006

ROOF AND POP-OUTS:
CHARCOAL BLEND
1FBCF1430

20-0280
11/16/2020

STAMP:

REVISIONS:

Rev	Date	Description
1	11/16/20	Original

DESIGN REVIEW FOR:
LAKE MEAD COMMONS
LAKE MEAD & CONCORD
LAS VEGAS, NEVADA 89106

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DLC CONSULTING
DEVELOPMENT I LAND ANALYSIS I CONSTRUCTION
2885 EAST QUAIL AVENUE
LAS VEGAS, NEVADA 89120
PHONE: 702-521-7021

PROJECT:
LAKE MEAD COMMON DESIGN REVIEW

SHEET CONTENT:
BUILDING ELEVATIONS

DATE:
NOVEMBER 16, 2020

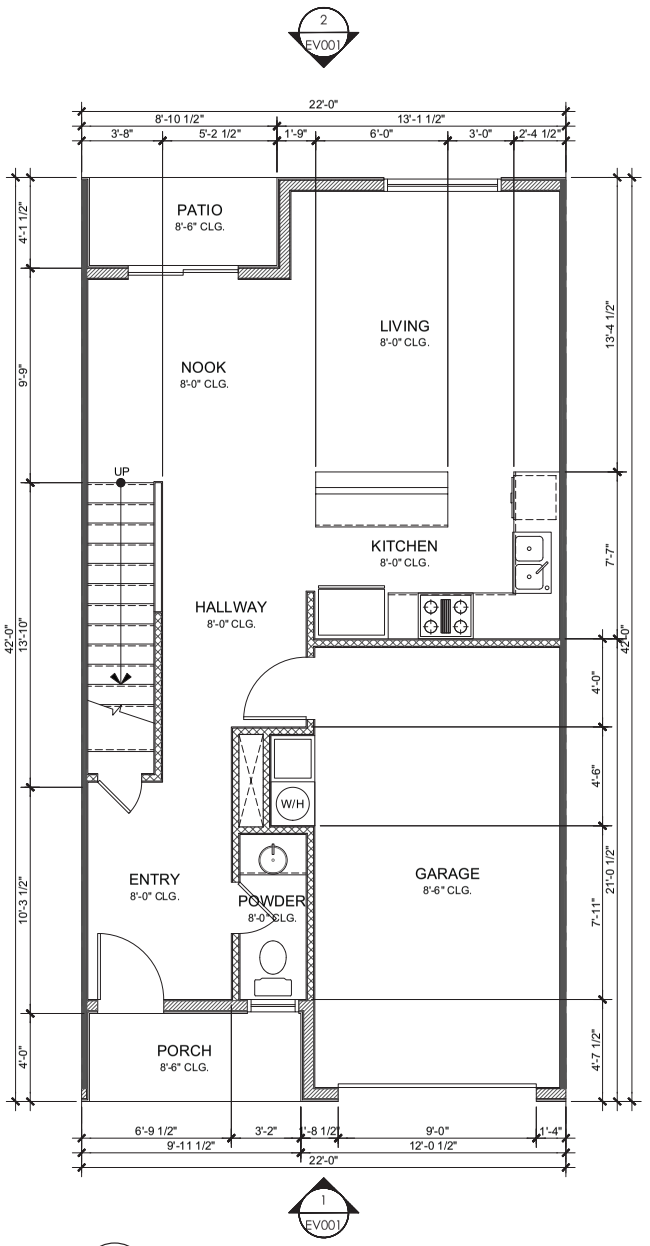
JOB NUMBER:
013-20-014

SHEET:
EV001

City Council - Page 788

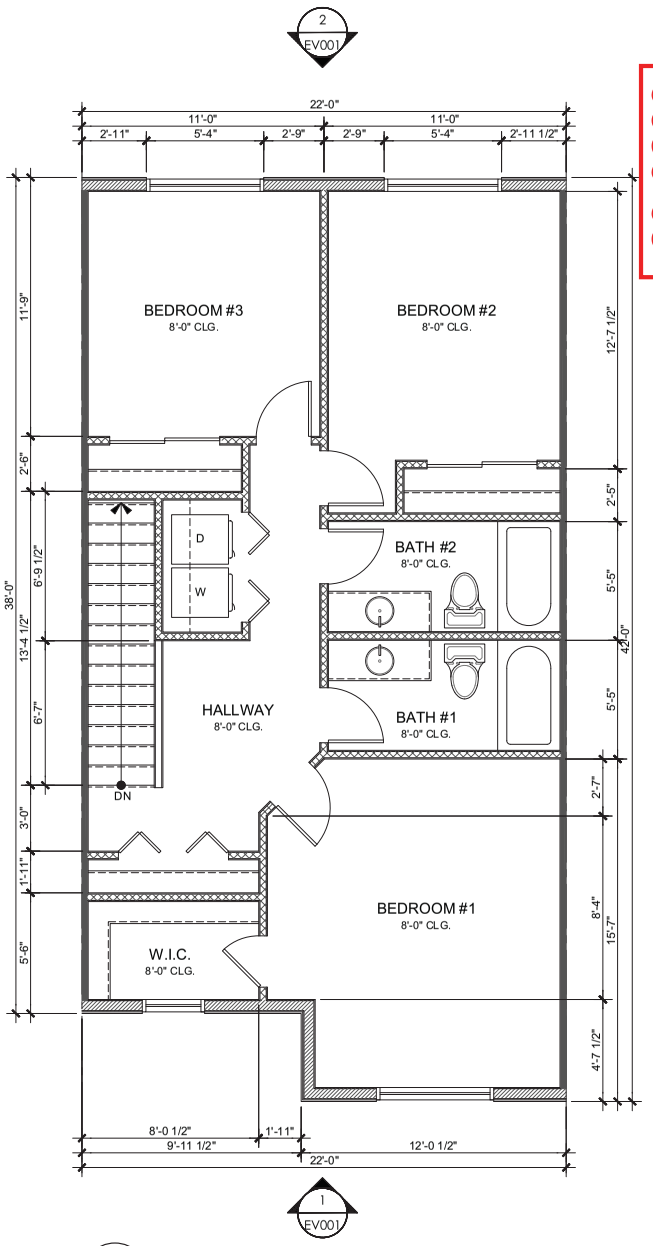
FLOOR AREA CALCULATION

BUILDING AREA:	
FIRST FLOOR	848 SQ. FT.
SECOND FLOOR	885 SQ. FT.
TOTAL	1,733 SQ. FT.



1 FP001 FIRST FLOOR PLAN

SCALE: 3/8" = 1'-0"



2 FP001 SECOND FLOOR PLAN

SCALE: 3/8" = 1'-0"

20-0280
11/16/2020

STAMP:

REVISIONS:

Rev	Date	Description
1	11/16/20	Original

DESIGN REVIEW FOR:

LAKE MEAD COMMONS

LAKE MEAD & CONCORD
LAS VEGAS, NEVADA 89106

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DLC CONSULTING
DEVELOPMENT | LAND ANALYSIS | CONSTRUCTION
2885 EAST QUAIL AVENUE
LAS VEGAS, NEVADA 89120
PHONE: 702-521-7021

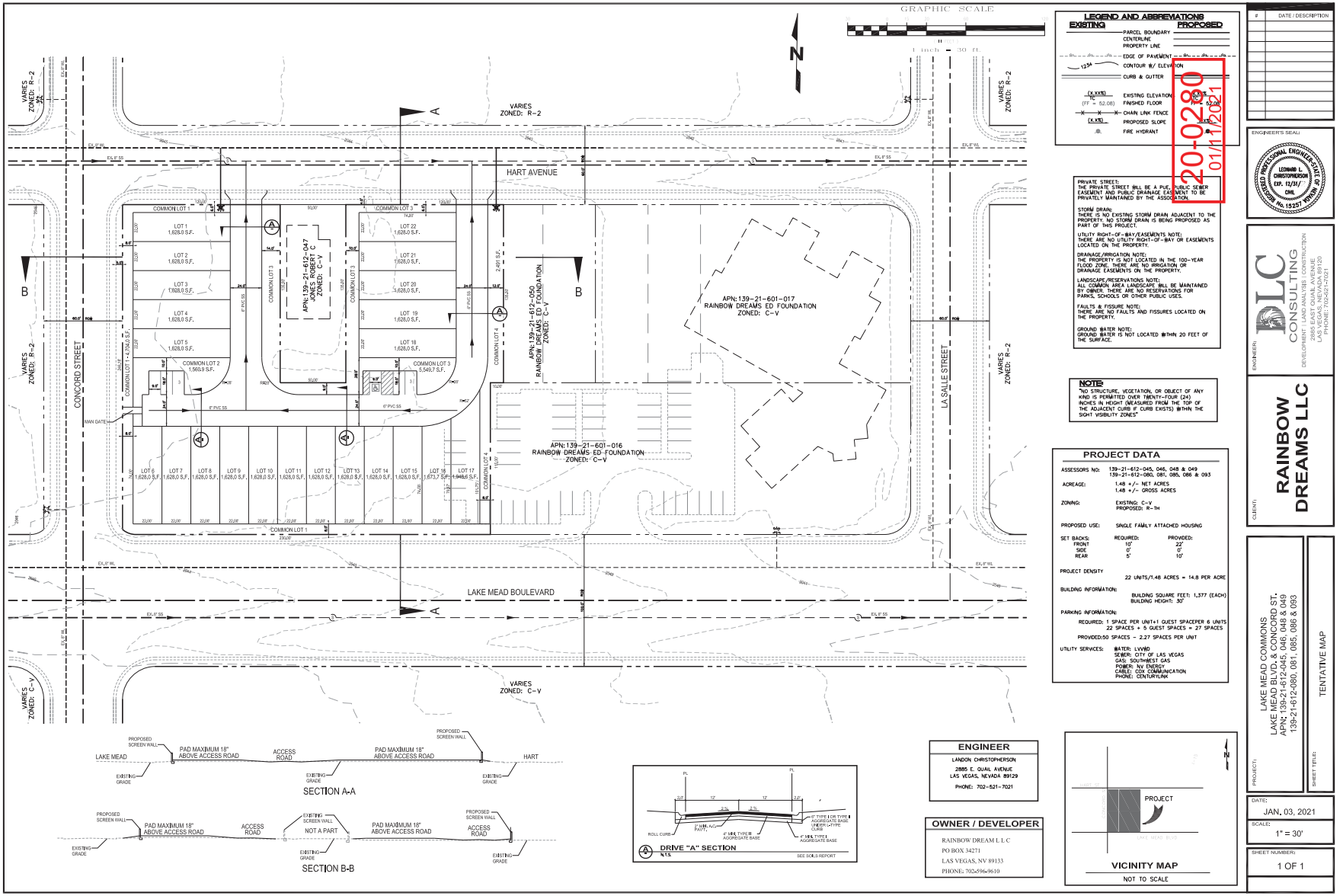
PROJECT:
LAKE MEAD COMMON DESIGN REVIEW

SHEET CONTENT:
PROPOSED 1ST FLOOR PLAN

DATE:
NOVEMBER 16, 2020

JOB NUMBER:
013-20-014

SHEET:
FP001



LEGEND AND ABBREVIATIONS

EXISTING	PROPOSED
	PARCEL BOUNDARY
	CENTERLINE
	PROPERTY LINE
	EDGE OF PAVEMENT
1234	CONTOUR W/ ELEVATION
	CURB & GUTTER
(X.XX)	EXISTING ELEVATION
(FF = 52.08)	FINISHED FLOOR
	CHAIN LINK FENCE
(X.X%)	PROPOSED SLOPE
	FIRE HYDRANT

20-0280
01/11/21

PRIVATE STREET:
THE PRIVATE STREET WILL BE A PUE, PUBLIC SEWER EASEMENT AND PUBLIC DRAINAGE EASEMENT TO BE PRIVATELY MAINTAINED BY THE ASSOCIATION.

STORM DRAIN:
THERE IS NO EXISTING STORM DRAIN ADJACENT TO THE PROPERTY. NO STORM DRAIN IS BEING PROPOSED AS PART OF THIS PROJECT.

UTILITY RIGHT-OF-WAY/EASEMENTS NOTE:
THERE ARE NO UTILITY RIGHT-OF-WAY OR EASEMENTS LOCATED ON THE PROPERTY.

DRAINAGE/IRRIGATION NOTE:
THE PROPERTY IS NOT LOCATED IN THE 100-YEAR FLOOD ZONE. THERE ARE NO IRRIGATION OR DRAINAGE EASEMENTS ON THE PROPERTY.

LANDSCAPE/RESERVATIONS NOTE:
ALL COMMON AREA LANDSCAPE WILL BE MAINTAINED BY OWNER. THERE ARE NO RESERVATIONS FOR PARKS, SCHOOLS OR OTHER PUBLIC USES.

FAULTS FISSURE NOTE:
THERE ARE NO FAULTS AND FISSURES LOCATED ON THE PROPERTY.

GROUND WATER NOTE:
GROUND WATER IS NOT LOCATED WITHIN 20 FEET OF THE SURFACE.

NOTE
"NO STRUCTURE, VEGETATION, OR OBJECT OF ANY KIND IS PERMITTED OVER TWENTY-FOUR (24) INCHES IN HEIGHT (MEASURED FROM THE TOP OF THE ADJACENT CURB IF CURB EXISTS) WITHIN THE SIGHT VISIBILITY ZONES"

PROJECT DATA

ASSESSORS NO:	139-21-612-045, 046, 048 & 049 139-21-612-080, 081, 085, 086 & 093	
ACREAGE:	1.48 +/- NET ACRES 1.48 +/- GROSS ACRES	
ZONING:	EXISTING: C-V PROPOSED: R-TH	
PROPOSED USE:	SINGLE FAMILY ATTACHED HOUSING	
SET BACKS:	REQUIRED:	PROVIDED:
FRONT	10'	23'
SIDE	0'	0'
REAR	5'	10'

PROJECT DENSITY: 22 UNITS/1.48 ACRES = 14.8 PER ACRE

BUILDING INFORMATION: BUILDING SQUARE FEET: 1,577 (EACH)
BUILDING HEIGHT: 30'

PARKING INFORMATION:
REQUIRED: 1 SPACE PER UNIT+1 GUEST SPACEPER 6 UNITS
22 SPACES + 5 GUEST SPACES = 27 SPACES
PROVIDED:50 SPACES - 2.27 SPACES PER UNIT

UTILITY SERVICES: WATER: LVVWD
SEWER: CITY OF LAS VEGAS
GAS: SOUTHWEST GAS
POWER: NV ENERGY
CABLE: COX COMMUNICATION
PHONE: CENTURYLINK

ENGINEER
LANDON CHRISTOPHERSON
2885 E. QUAIL AVENUE
LAS VEGAS, NEVADA 89120
PHONE: 702-521-7021

OWNER / DEVELOPER
RAINBOW DREAM L L C
PO BOX 34271
LAS VEGAS, NV 89133
PHONE: 702-596-9610

#	DATE / DESCRIPTION

ENGINEER'S SEAL:
LEONARD L. CHRISTOPHERSON
EXP. 12/31/
CIVIL
No. 15257
STATE OF NEVADA
REGISTERED PROFESSIONAL ENGINEER

ENGINEER:
DLC CONSULTING
DEVELOPMENT | LAND ANALYSIS | CONSTRUCTION
2885 EAST QUAIL AVENUE
LAS VEGAS, NEVADA 89120
PHONE: (702)521-7021

CLIENT:
RAINBOW DREAMS LLC

PROJECT:
LAKE MEAD COMMONS
LAKE MEAD BLVD. & CONCORD ST.
APN: 139-21-612-045, 046, 048 & 049
139-21-612-080, 081, 085, 086 & 093

SHEET TITLE:
TENTATIVE MAP

DATE:
JAN. 03, 2021

SCALE:
1" = 30'

SHEET NUMBER:
1 OF 1

DRAWING:



20-0280-GPA1, 20-0280-ZON1, 20-0280-VAR1 AND 20-0280-TMP1 - APPLICANT/OWNER: RAINBOW DREAMS, LLC, ET AL
NORTHEAST CORNER OF LAKE MEAD BOULEVARD AND CONCORD STREET

12/02/2020



20-0280-GPA1, 20-0280-ZON1, 20-0280-VAR1 AND 20-0280-TMP1 - APPLICANT/OWNER: RAINBOW DREAMS, LLC, ET AL
NORTHEAST CORNER OF LAKE MEAD BOULEVARD AND CONCORD STREET

12/02/2020



20-0280-GPA1, 20-0280-ZON1, 20-0280-VAR1 AND 20-0280-TMP1 - APPLICANT/OWNER: RAINBOW DREAMS, LLC, ET AL
NORTHEAST CORNER OF LAKE MEAD BOULEVARD AND CONCORD STREET

12/02/2020



20-0280-GPA1, 20-0280-ZON1, 20-0280-VAR1 AND 20-0280-TMP1 - APPLICANT/OWNER: RAINBOW DREAMS, LLC, ET AL
NORTHEAST CORNER OF LAKE MEAD BOULEVARD AND CONCORD STREET

12/02/2020

October 13, 2020

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106
702-229-6301

RE: Lake Mead Commons
APN's: 13921612045, 046, 048, 049 & 050, 13921612081, 085, 086 & 093

To Whom It May Concern:

On behalf of my client, RAINBOW DREAMS, LLC, I respectfully request consideration of the enclosed General Plan Amendment, Zone Change, Tentative Map and Variance to allow the development of twenty five (25) attached residential units..

The request for a General Plan Amendment from P (public) to M (medium density) with a Zone Change from C-V (civic district) to R-TH (residential attached) The project is adjacent to C-V (civic district) to the east and south with R-2 (two family residential district) to the north and west. This project is the remainder of the block adjacent to the private school (east) We feel the project is a perfect transition in the neighborhood while keeping driveways and entrances of Lake Mead Boulevard which is a high traffic, 100 foot right-of-way.

The Tentative Map & Site Development Review shows there will be a total of 25 attached residential units. The lot sizes are 1,628 square feet allowing a 1,305 square foot residential unit. Each unit is 3 bedrooms, 2.5 bath with a one car garage. Floor Plans and elevations are included in the submittal

The proposed set backs are as follows:

Rear – 10' where 5' is permitted
Side – 0' where 5' is required
Front – 22' where 10' is required

Parking for each unit is the above mention one car garage with a driveway space at 20 feet. The total for the development is 50spaces where 30 spaces id required.

The Variance is required as the project has a stub street at the south west corner of the project to allow access to two of the lots.

Should you have any questions or need additional information please contact our office at (702) 521-7021.

Sincerely,

Landon Christopherson

20-0280
11/16/2020

CITY OF LAS VEGAS
PLANNING COMMISSION AND CITY COUNCIL
RECOMMENDATIONS / COMMENTS

FROM:	**CLARK COUNTY DEPARTMENT OF AVIATION**
APPLICATION NUMBERS:	**20-0280-GPA1 20-0280-ZON1 20-0280-VAR1 20-0280-TMP1**
PROJECT:	**LAKE MEAD COMMONS, 25 MFU**
LOCATION:	**139-21-612-045, 046, 048, 049, 050, 081, 085, 086, 093**
MEETING DATE:	**JANUARY 12, 2021, PLANNING COMMISSION AND FEBRUARY 17, 2021, CITY COUNCIL**

COMMENTS:

The proposed development lies just outside the 2015 AE-60 (60-65 DNL) noise contour for North Las Vegas Airport (VGT), and is subject to significant aircraft noise and continuing over-flights. Future demand for air travel and airport operations is expected to increase significantly. Clark County intends to continue to upgrade VGT to meet future air traffic demand, and nighttime operations may and will continue to occur at VGT.

Applicant is advised that issuing a stand-alone noise disclosure statement to the purchaser or renter of each unit in the proposed development and to forward the completed and recorded noise disclosure statements to the Department of Aviation's Noise Office is strongly encouraged. Additionally, the Federal Aviation Administration will no longer approve remedial noise mitigation measures for incompatible development impacted by aircraft operations which was constructed after October 1, 1998, and funds will not be available in the future should the residents wish to have their buildings purchased or soundproofed.

CCSD

Real Property Management
1180 Military Tribute Place
Henderson, NV 89074

NOV2019

School Development Tracking Form

http://facilities.ccsd.net/departments/real-property-management/

Date Filed 12/08/2020 **Application Number** 20-0280-TMP1 **Entity** LV

Company Name Landon Christopherson

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone (702) 521-7021 **Mobile** **Fax** **Email**

Project Name Lake Mead Commons

Project Description 25 single family lots (townhomes)

APN's 139-21-612-045, 046, 048, 049 & 050; and 139-21-612-081, 085, 086 & 093

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	25	x 0.173 =	5	x 0.095 =	3	x 0.133 =	3
Multi-Family Units (2)		x 0.144 =	0	x 0.065 =	0	x 0.074 =	0
Resort Condo Units (3)							
Total			5		3		3

(1) *Single Family unit is defined as single family detached home, mobile home, and townhouse.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*

Name	Address	Grade	Capacity	Enrollment	Site Date
Fitzgerald ES	2651 N. Revere St.	K	490	393	11/2/2020
Antonello ES	1101 W. Tropical Pkwy	1-5	530	528	11/2/2020
West Prep MS	2050 W. Sapphire Stone Ave	6-8	1499	1647	11/2/2020
Canyon Springs HS	350 E. Alexander Rd	9-12	2452	2775	11/2/2020

*** CCSD Comments** West Prep MS and Canyon Springs HS are over capacity for the 2020-2021 school year. West Prep MS is at 109.87% and Canyon Springs HS is at 113.17% of program capacity.

☐ Approved ☐ Disapproved

20-0280-TMP1
Rainbow Dreams, LLC, et al

NWC Lake Mead Boulevard and Concord Street

Proposed residential development with 25 single family attached units.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MULTIFAMILY HOUSING (LOW-RISE) [DU]	25	7.00	**175**
AM Peak Hour			0.46	**12**
PM Peak Hour			0.56	**14**

Existing traffic on all nearby streets:

Lake Mead Boulevard

Average Daily Traffic (ADT)	23,266
PM Peak Hour	1861
(heaviest 60 minutes)	

Concord Street

Average Daily Traffic (ADT)	3,213
PM Peak Hour	257
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Lake Mead Boulevard	35,490
Concord Street	15,600

This project will add approximately 175 trips per day on Lake Mead Blvd. and Concord St. Currently, Lake Mead is at about 66 percent of capacity and Concord is at about 21 percent of capacity. With this project, Lake Mead is expected to remain unchanged and Concord to be at about 22 percent of capacity.

Based on Peak Hour use, this development will add into the area roughly 14 additional cars, or about one every four minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2021 MAR -8 P 12:07

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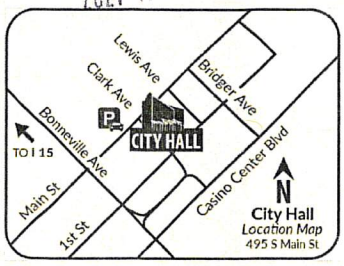
Las Vegas, NV
Permit No. 1630

I oppose Any Request
For building ON those
Lands, Because of inConvenience
To All Who Live here.

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.
20-0280 and 20-0280-GPA1 and 20-0280-ZON1 and 20-0280-VAR1 and 20-0280-TMP1
City Council Meeting of **03/17/2021**

20-0280
13921612040
DAVIS CHARLES LARRY
1012 HART AVE
LAS VEGAS NV 89106-2308

89 LRDFNP1 89106

Submitted after final agenda

Item 44a-44d

LAS VEGAS NV 890
13 MAR 2021PM 5 L

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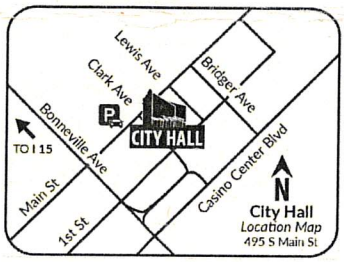
Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

20-0280 and 20-0280-GPA1 and 20-0280-ZON1 and 20-0280-VAR1 and 20-0280-TMP1

City Council Meeting of **03/17/2021**

20-0280
13921612047
JONES ROBERT C
1049 HART AVE
LAS VEGAS NV 89106-2307

83 LRDFMP1 89106

Submitted after final agenda

Date 3/16/21 Item 44a - 44d

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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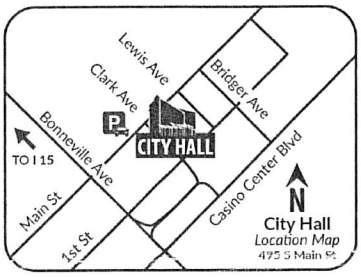
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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JAN 04 2021
Dept of Planning
City of Las Vegas

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.

20-0280 and 20-0280-GPA1 and 20-0280-ZON1 and 20-0280-VAR1 and 20-0280-TMP1

Planning Commission Meeting of **01/12/2021**

20-0280
13921612040
DAVIS CHARLES LARRY
1012 HART AVE
LAS VEGAS NV 89106-2308

89 JRDFNP1 89106

22a-d P

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
44a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0280-GPA1 - FROM: PF (PUBLIC FACILITIES) TO: M (MEDIUM DENSITY RESIDENTIAL)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (7-0 vote) recommends APPROVAL.

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 17, 2021

Agenda Item No.:
44b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0280-ZON1 - FROM: C-V (CIVIC) TO: R-TH (SINGLE FAMILY ATTACHED)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (7-0 vote) recommends APPROVAL.

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 17, 2021

Agenda Item No.:
44c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0280-VAR1 - TO ALLOW STUB STREET TERMINATIONS WHERE A CUL-DE-SAC IS REQUIRED, AND PRIVATE STREETS WITHOUT A GATE THAT DO NOT MEET PUBLIC STREET STANDARDS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (7-0 vote) recommends APPROVAL, 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 17, 2021

Agenda Item No.:
44d

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0280-TMP1 - LAKE MEAD COMMONS - FOR A PROPOSED 25-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (7-0 vote) recommends APPROVAL, 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 17, 2021

Agenda Item No.:
45

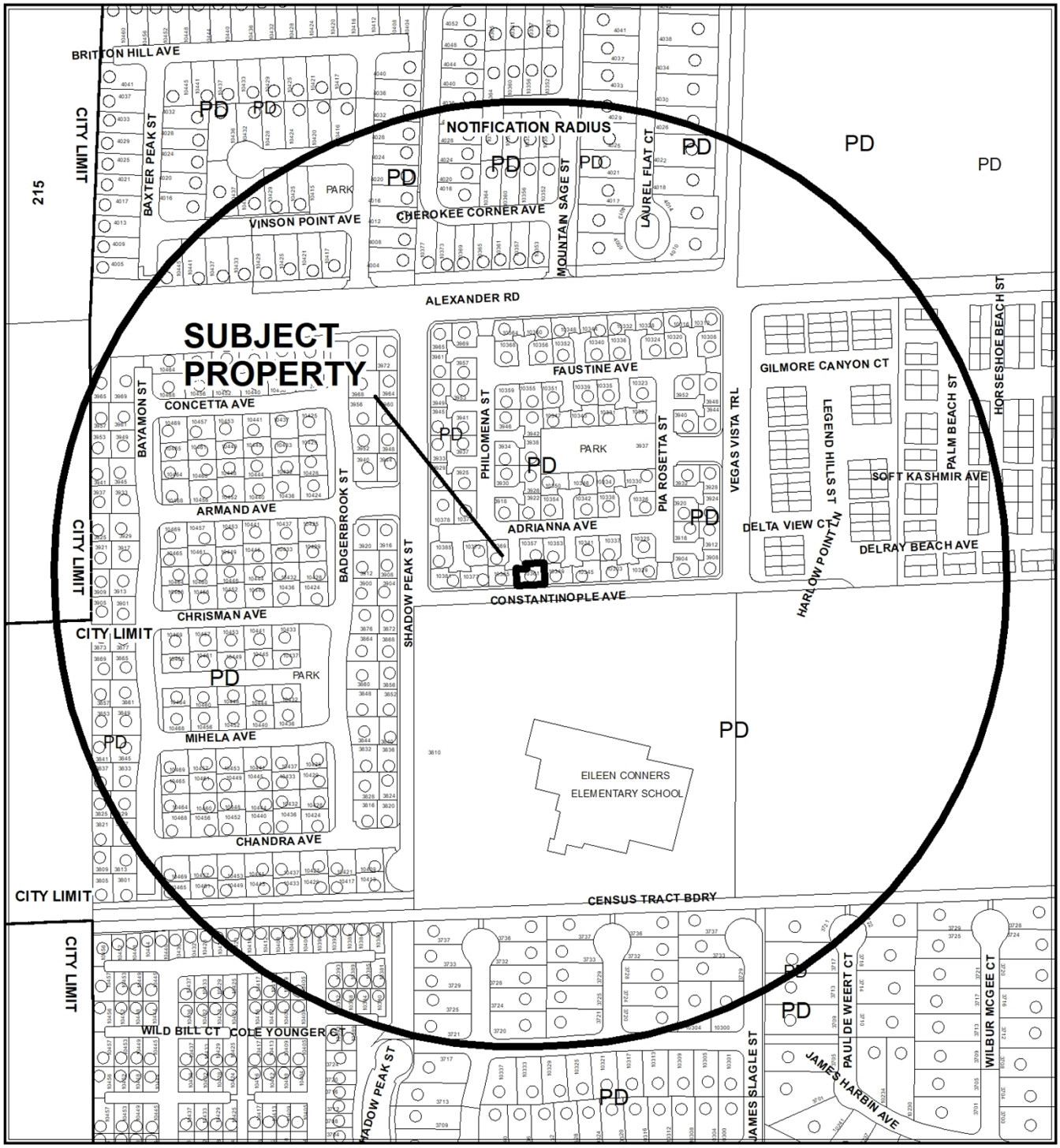
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0306-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: MARK DELMEDICO - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR A PROPOSED 207 SQUARE-FOOT ADDITION TO AN EXISTING SINGLE-FAMILY DWELLING on 0.06 acres at 10361 Adrianna Avenue (APN 137-12-513-041), PD (Planned Development) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	4
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Protest Postcards
7. Backup Submitted for the January 12, 2021 Planning Commission Meeting
8. Backup Submitted for the February 9, 2021 Planning Commission Meeting



0 245 490 Feet

CASE: **20-0306-VAR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



0 245 490 Feet

CASE: **20-0306-VAR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MARK DELMEDICO

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0306-VAR1	Staff recommends DENIAL, if approved subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 27

NOTICES MAILED 809 (By City Clerk)

PROTESTS 1

APPROVALS 5

CS

**** CONDITIONS ****

20-0306-VAR1 CONDITIONS

Planning

1. Conformance to the approved conditions for Site Development Plan Review (SDR-1912) and Review of Condition (ROC-3669), except where amended herein.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request to allow a reduced side yard setback area for a proposed room addition [sun room] at 10361 Adrianna Avenue.

ISSUES

- Variance (20-0306-VAR1) is requested to allow a three-foot side yard setback for a proposed room addition [sun room] where five feet is required. Staff does not support the request.
- The applicant submitted revised plans and requested an abeyance at the 01/12/21 Planning Commission hearing.
- Due to the revision submission, the Variance request was re-notified. (The applicant originally requested a rear yard setback Variance in error.)

ANALYSIS

The subject 0.06-acre parcel is zoned P-D (Planned Development) with a MLA (Medium-Low Attached) special land use designation. It is home to an existing 1,818 square-foot single family dwelling. With the approval of the requested room addition, the house will total 2,025 square feet with a lot coverage of 48 percent. The subject property is located within the Lone Mountain Master Plan area and is subject to the development standards of Site Development Plan Review (SDR-1912). Condition of approval Number Five (5) permits a five-foot side yard setback. The applicant requests Variance (20-0306-VAR1) in order to construct a 207 square-foot room addition with a three-foot side yard setback area. Per the submitted justification letter, the addition will be utilized as a sun room.

Staff finds the request to be a self-imposed hardship and thereby recommends denial of the Variance (20-0306-VAR1). If approved, it will be subject to conditions.

FINDINGS (20-0306-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to construct a house addition that fails to meet the minimum development standards. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/07/03	The City Council approved Site Development Plan Review (SDR-1912) for a proposed 88-unit medium-low attached residential development adjacent to the southeast corner of Alexander Road and Shadow Peak Street. The Planning Commission and Staff recommended approval.
02/04/04	The City Council approved Review of Condition (ROC-3669) request to amend Condition No.5 of an approved Site Development Plan Review (SDR-1912) to allow 18-foot front yard setbacks where 6-foot maximum is permitted and to allow 6-foot corner side setbacks where 10-foot minimum is permitted on four lots within a proposed single-family residential development adjacent to the southeast corner of Alexander Road and Shadow Peak Street.
01/12/21	The Planning Commission voted (7-0) to hold 20-0306-VAR1 in ABEYANCE to the February 9, 2021 Planning Commission meeting.
02/09/21	The Planning Commission unanimously voted to recommend DENIAL on a Land Use Entitlement project request for a Variance TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR A PROPOSED 207 SQUARE-FOOT ADDITION TO AN EXISTING SINGLE-FAMILY DWELLING on 0.06 acres at 10361 Adrianna Avenue (APN 137-12-513-041), PD (Planned Development) Zone, Ward 4 (Anthony).

Most Recent Change of Ownership	
07/31/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits/business licenses of note.

Pre-Application Meeting	
11/03/20	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Variance.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
12/03/20	Staff conducted a routine field check and found an existing single family dwelling. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	0.06

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	PCD (Planned Community Development)	PD (Planned Development)
North	Single Family, Detached	PCD (Planned Community Development)	PD (Planned Development)
South	Public or Private School, Primary	PCD (Planned Community Development)	PD (Planned Development)
East	Single Family, Detached	PCD (Planned Community Development)	PD (Planned Development)
West	Single Family, Detached	PCD (Planned Community Development)	PD (Planned Development)

Master and Neighborhood Plan Areas	***Compliance***
Lone Mountain Master Plan Area	Y
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Site Development Plan Review (SDR-1912), the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Setbacks			
• Side	5 Feet	3 Feet	N*
• Rear	5 Feet	9 Feet	Y

*The applicant has requested to subject Variance to allow a reduced side yard setback area.

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) VARIANCE

Project Address (Location) 10361 ADRIANNA AVE

Project Name Delmedico, Mark **Proposed Use** SUNROOM

Assessor's Parcel #(s) 137-12-513-041 **Ward #**

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information Install a 9' x 23' SUNROOM

Property Owner MARK Delmedico Contac

Address 10361 ADRIANNA AVE City Las Vegas State NV Zip 89141

E-mail Phone (818) 371-7147

Applicant Distinct Patios Contact Matthew Lane

Address 3310 S. Valley View Blvd City Las Vegas State NV Zip 89102

E-mail Phone (702) 254-6179

Representative Matthew Lane Contact

Address 3310 S. Valley View Blvd City Las Vegas State NV Zip 89102

E-mail Phone (702) 254-6179

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 MARK DEL MEDICO

Subscribed and sworn before me

This 14 day of November, 20 20

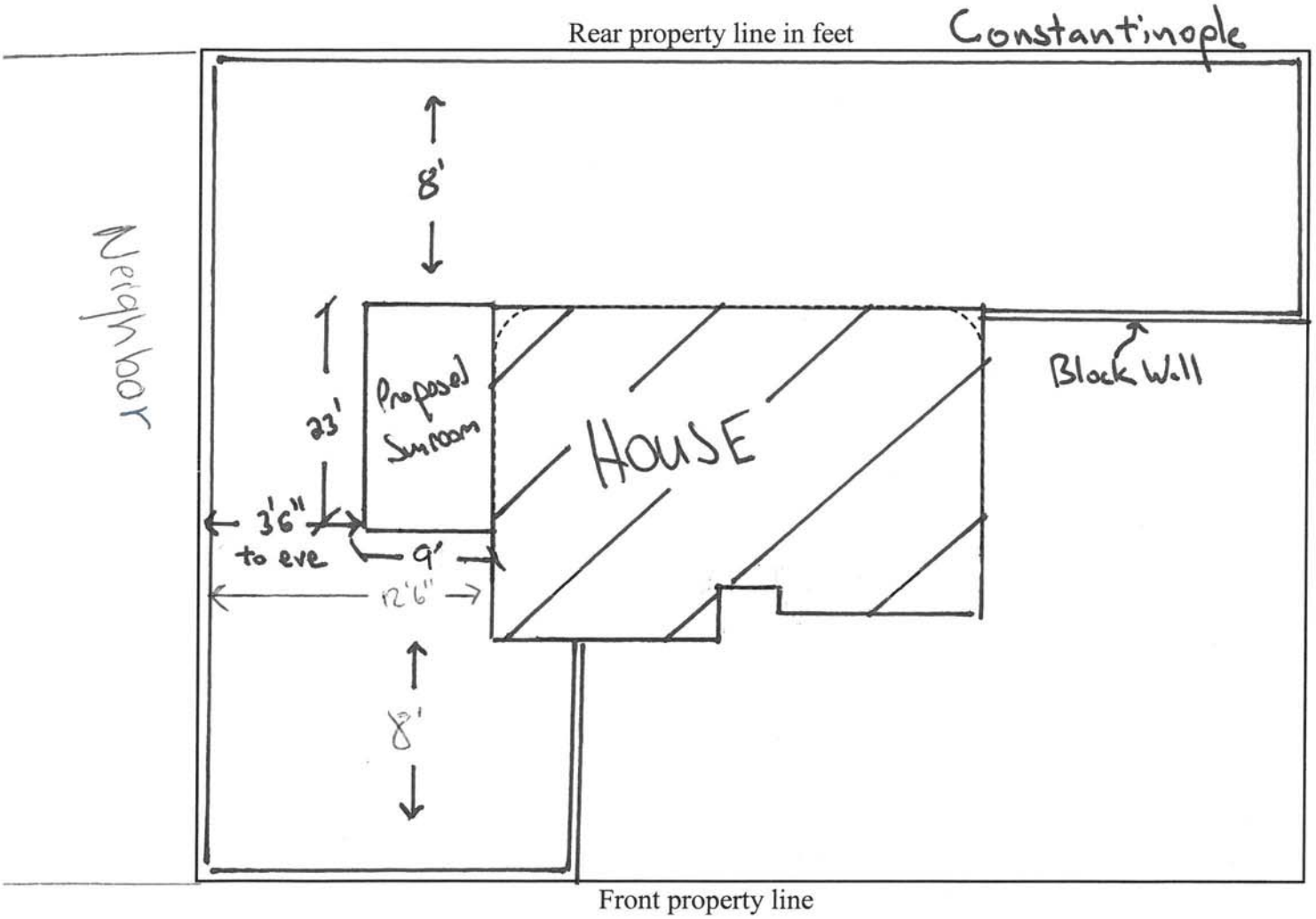
Notary Public in and for said County and State

JANIS MORALES
NOTARY PUBLIC • STATE OF NEVADA
Appointment Recorded in Clark County
No: 19-1962-1
Expires March 1, 2023

20-0306
11/18/2020

Proficient Patios & BACKYARD DESIGNS

Site Plan



Name: Mr. & Mrs. Del Medico
Address: 10361 Adrianna Ave.

Description: 9' x 23' Sunroom

20-0306
01/13/2021

3310 S. Valley View Blvd. Las Vegas, NV 89102 (702) 254-6179 Fax (702) 255-7084 Lic **#65168 #76122, #75851,#75850, #76157**

FRONT ELEVATION of Side house



SIDE ELEVATION



SIDE ELEVATION



Owner: DELMEDICO, MARK State: NV	I have reviewed and I give my approval to proceed with the construction of this project.
Address: 10361 ADRIANNA AVE. Zip: 89129	
City: LAS VEGAS	
Phone: (818) 371-7147	x
Designer: JESUS M. Date: 10/22/2020	Customer Signature Date

Proficient Patios & BACKYARD DESIGNS

20-0306
01/13/2021



20-0306-VAR1 - APPLICANT/OWNER: MARK DELMEDICO
10361 ADRIANNA AVENUE

12/03/2020

Proficient Patios & BACKYARD DESIGNS

Justification Letter

To whom it may concern:

We are applying for a variance for a reduction of a side setback for a sunroom were the minimum is 5' setback from the edge of the structure and are requesting 3'6", reason for this request is due to the fact that we have a very narrow yard with only 12' from the side wall, even with a 3'6" setback the size of our new purpose sunroom is 9' in projection if we would to obey by 5' setback we would have a 7'projection room where no furniture would fit, there is no other patio cover build in yard were we can enclose and meet the requirements.

Sincerely

Jessica Lane

20-0306
01/13/2021

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2021 MAR 10 P 12:16

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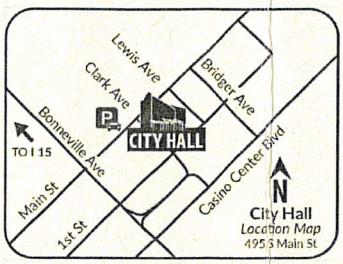
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Susan Keane

Please use available blank space on card for your comments.

3/6/21

20-0306-VAR1
City Council Meeting of **03/17/2021**

20-0306-VAR1
13712613015
KEANE WILLIAM PATRICK III & SUSAN RAIFORD TRUST
KEANE SUSAN RAIFORD TRS
2250 WESTRIDGE RD
LOS ANGELES CA 90049-1831

48 LRDFNP1 90049

Submitted after final agenda
Date 3/10/21 Item 45

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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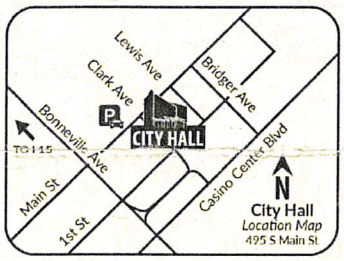

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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20-0306-VAR1

City Council Meeting of **03/17/2021**

20-0306-VAR1
13712513079
TANCREDI CYNTHIA M
10346 ADRIANNA AVE
LAS VEGAS NV 89129-6436

125 LADFNP1 89129

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Department of Planning
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Las Vegas, Nevada 89101

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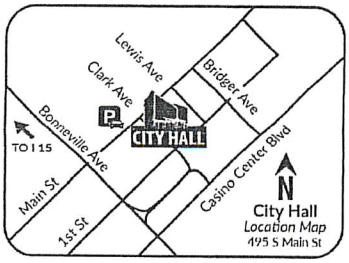

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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20-0306-VAR1

Planning Commission Meeting of **01/12/2021**

20-0306-VAR1
13712510284
CONNAL JANICE & RONALD
309 MARGUERITE AVE
CORONA DEL MAR CA 92625-3063

108 JRDFNP1 92625

Submitted after final agenda

25P

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Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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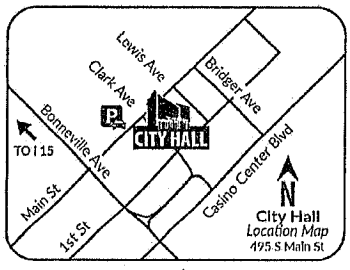

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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20-0306-VAR1

Planning Commission Meeting of **01/12/2021**

20-0306-VAR1
13712514019
DIMATTEL NICHOLAS & TAREN
3930 LEGEND HILLS ST # 103
LAS VEGAS NV 89129

125 JRDFNP1 89129

Submitted after final agenda

25A

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Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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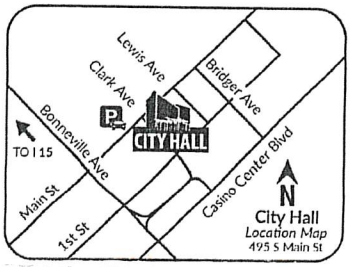

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City of Las Vegas

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

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20-0306-VAR1

Planning Commission Meeting of **01/12/2021**

20-0306-VAR1
13712513053
RAY KENDALL A
113 GOLDENROD
IRVINE CA 92614

108 JRDFNP1 92614

25A

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Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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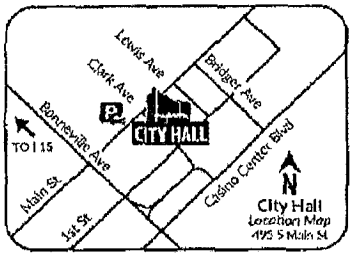

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City of Las Vegas

20-0306-VAR1
13712513034
BERGER SUZANNE
10378 ADRIANNA AVE
LAS VEGAS NV 89129-6437

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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20-0306-VAR1

Planning Commission Meeting of **01/12/2021**

25A

Jan 06 21 08:04a L & M Robbins 702-2562335 p.1

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Las Vegas, Nevada 89101

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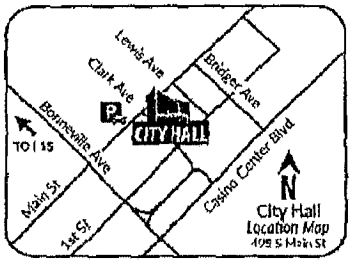

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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20-0306-VAR1
Planning Commission Meeting of **01/12/2021**

20-0306-VAR1
13712512058
ROBBINS L & M PROPERTIES L L C
8728 CARLITAS JOY CT
LAS VEGAS NV 89117

25A

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Las Vegas, Nevada 89101

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Permit No. 1630

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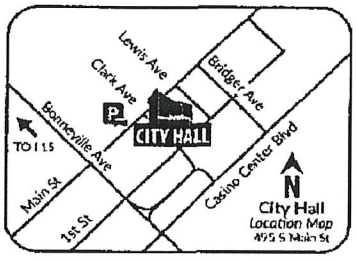

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City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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20-0306-VAR1

Planning Commission Meeting of **02/09/2021**

20-0306-VAR1
13712513034
BERGER SUZANNE
10378 ADRIANNA AVE
LAS VEGAS NV 89129-6437

125 LRDPNP1 89129

19A

PAGE 01

SHARON L RENNIE

02/07/2021 01:01PM 7022566191

ty of Las Vegas
epartment of Planning
95 South Main Street
as Vegas, Nevada 89101

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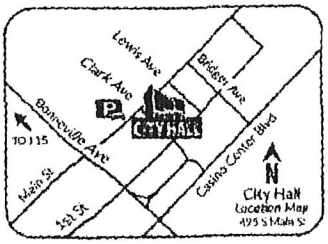

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City of Las Vegas

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0306-VAR1
Planning Commission Meeting of **02/09/2021**

20-0306-VAR1
13712512076
RENNIE SHARON L
2804 STERLING COVE DR
LAS VEGAS NV 89128-7729

Submitted after final agenda

19p

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
46

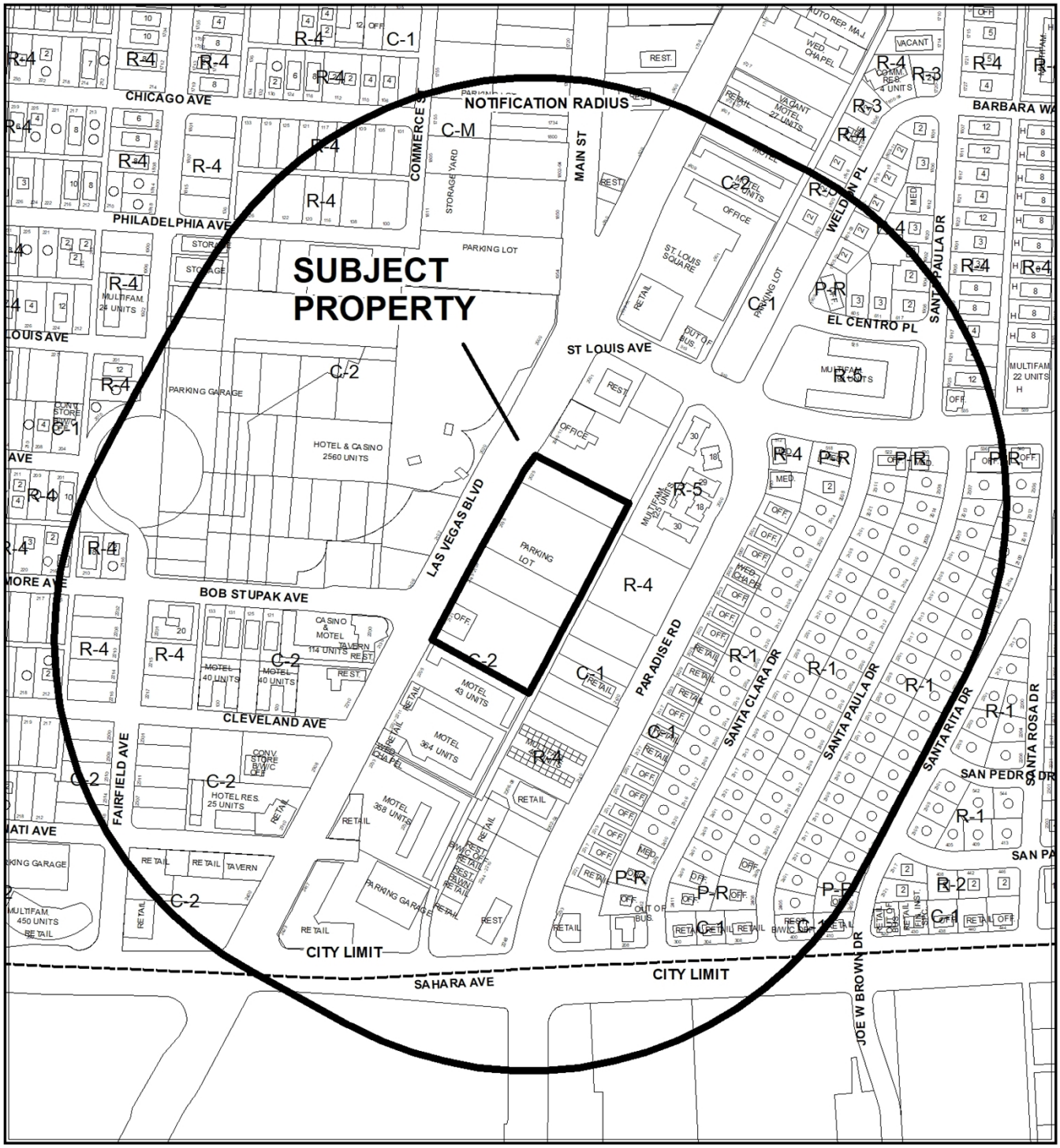
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0366 - PUBLIC HEARING - APPLICANT: GOLDEN ENTERTAINMENT, INC. - OWNER: STRATOSPHERE LAND, LLC - For possible action on the following Land Use Entitlement project requests on 3.78 acres on the east side of Las Vegas Boulevard, approximately 330 feet south of St. Louis Avenue (APNs 162-03-410-001 through -004), C-2 (General Commercial) Zone, Ward 3 (Diaz). The Planning Commission (5-2 vote) recommends DENIAL on the Land Use Entitlement project. Staff recommends APPROVAL 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:
The Planning Commission (5-2 vote) recommends DENIAL on the Land Use Entitlement project. Staff recommends APPROVAL 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. Justification Letter
6. Submitted after Final Agenda - Abeyance Request Submitted by Applicant, Support Postcards and Documentation Not Vetted - Concern Postcard with Comments
7. Backup Submitted for the February 9, 2021 Planning Commission Meeting



CASE: **20-0366**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: **20-0366**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: GOLDEN ENTERTAINMENT, INC. - OWNER: STRATOSPHERE LAND, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0366-SUP1	Staff recommends APPROVAL, subject to conditions:	
20-0366-SDR1	Staff recommends APPROVAL, subject to conditions:	20-0366-SUP1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 328 (By City Clerk)

PROTESTS 2

APPROVALS 0

NE

**** CONDITIONS ****

20-0366-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. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (0366-SDR1) shall be required, if approved.

3. 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.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

20-0366-SDR1 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (20-0366-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. A Waiver from Appendix F Interim Downtown Las Vegas Development Standards is hereby approved, to allow chain link fencing where such is prohibited.

4. 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 for each event.

5. Approval from the City of Las Vegas Fire Department Special Event Staff shall be required prior to each event.

6. All waste and debris resulting from events shall be removed on a daily basis.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. All utility or mechanical equipment shall comply with the provisions of the Interim Downtown Las Vegas Development Standards, unless approved by a separate Waiver.

9. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. The sidewalk adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

12. Onsite restroom facilities other than porta pottys, if any are proposed, shall connect to the existing public sewer laterals.

13. Contact the City Engineer's Office at 702-229-1077 to coordinate the development of this project with the Las Vegas Boulevard project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

14. A Pedestrian Circulation/Access Plan must be submitted to and approved by the Department of Public Works to identify nearby pedestrian attractors and recommend measures to accommodate pedestrians, such as but not limited to pedestrian access, crosswalk, pedestrian activated flashers and temporary sidewalks. Comply with the approved Circulation/Access Plan.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing an outdoor event center on 3.78-acres on the east side of Las Vegas Boulevard, approximately 330 feet south of St. Louis Avenue.

ISSUES

- A Special Use Permit for an Open Air Vending/Transient Sales Lot use is requested to allow more than one mobile food vendor on site at one time. Staff supports this request.
- A Waiver is requested to allow a chain link fence to secure the site where chain link is a prohibited material. Staff supports this request.

ANALYSIS

The subject 3.78-acre site is located on the east side of Las Vegas Boulevard, across for The Strat Hotel and Casino. The site is paved, and secured with chain link fencing. A Waiver is requested to allow the chain link fencing to remain, which staff supports. The applicant is proposing to operate the vacant lot as an extension of The Strat Hotel and Casino in order to accommodate a variety of outdoor events throughout the year.

In order to expedite the set-up for future events, the applicant is requesting a Site Development Plan Review and Special Use Permit that will allow the applicant to coordinate and set-up events as needed with the City of Las Vegas Building & Safety Department and Fire Department and forego the Temporary Commercial Permit process with Planning for each event. If approved, this will allow the applicant to operate special events and obtain building permits on an as needed basis for electrical components of these events, and to coordinate with the City of Las Vegas Fire Department Special Event Staff in order to customize a life safety plan for each event. Since Temporary Commercial Permits limit a site to six events per year, these applications, if approved, will allow The Strat Hotel and Casino to conduct more than six events a year and add to the vitality and diversity of the Downtown area.

Site Development Plan Review

The subject site is located within the Gateway District of Area 1 of the 2045 Downtown Master Plan Area. Marked by the landmark Strat Hotel and Casino, the Gateway District establishes the southern gateway to Downtown from the Strip. Currently, the district is primarily composed of low-rise multi-family uses. Extending a high-capacity transit line (LRT/BRT) along Las Vegas Boulevard and focusing higher density, transit-oriented development along the corridor could strengthen it as a high activity spine. Upper story office, residential, institutional uses, with ground floor retail and civic spaces would bring in more population to the area and stabilize the neighborhood. An expansive pedestrian environment would provide residents and visitors access to multiple travel modes, create an attractive outdoor environment, as well as increase safety and reduce blight.

The approval of these applications achieve this goal and allow the currently vacant lot to morph into a vital gathering space that will host a variety of outdoor events and create that attractive outdoor environment desired for the Gateway District.

The Downtown Las Vegas Overlay (DTLV-O) is composed of three (3) distinct areas. Each Area has a particular variety of land uses, density, and urban characteristics demonstrated by the existing building fabric it contains and the redevelopment opportunities it presents. The continuity of general design standards and streetscape design will weave the unique neighborhoods together into a continuous downtown urban experience. Goals have been identified for each district to reestablish Downtown Las Vegas with a balance of cultural, residential, office, civic, retail and light industrial areas, consistent with the Vision 2045 Downtown Las Vegas Masterplan.

The subject site is part of Area 1, which was previously established as part of Downtown Las Vegas by the previous document Downtown Centennial Plan and the DCP-O (Downtown Centennial Plan Overlay).

The proposed outdoor event center is categorized by Title 19.12 as a Commercial Recreation/Amusement (Outdoor) land use. Title 19.12 defines this land use as, "*an outdoor facility or area for sport, entertainment, games of skill, or recreation that is open to use by the general public for a fee. This use includes without limitation game courts, water slides, golf courses, outdoor miniature golf courses, drive-in theaters, batting cages, practice/instructional fields, amusement parks, amphitheaters, and sports events*." The applicant is proposing outdoor events such as "Luminight," which is the first event proposed as noted by the submitted site plan date stamped 12/21/20.

This event is an art and lantern festival featuring larger than life lanterns hand-crafted by international artisans. The lanterns are lit utilizing the latest in technology, including LED, fiber optics, and light projection. As stated by the applicant in the justification letter date stamped 12/21/20, "Luminight will be showcasing over 300 lanterns internally lit through a walking exhibit taking attendees through different lands with an educational and entertaining aspect. Once the gathering restrictions imposed by governing agencies [due to Covid], the Luminight show will add some additional attractions including a 48-foot by 24-foot synthetic ice rink, ferris wheel and carousel, pre-recorded music, as well as over 10 food trucks offering foods from around the world." The proposed hours of operation for Luminight are Sunday through Thursday 5:00 p.m. to 10:00 p.m., and Friday and Saturday 5:00 p.m. to Midnight. Depending on the event, temporary "porta potty's" may be brought in, otherwise restroom facilities are available at the Strat Hotel and Casino. The Strat parking garage will also provide parking for each event.

In accordance with Appendix F Interim Downtown Las Vegas Development Standards for DTLV-O Area 1 Landscape Standards which states, "*at Staff's direction, perimeter landscaping may be required depending on the design of the project and its relationship to the lot and/or the surrounding area*," staff determined perimeter landscaping would not be required for the proposed development, as site flexibility is desired for each event.

Area 1 Site Planning Standards include the following setback requirements:

- Front: 70% of the first story façade shall align along the front property line; arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy up to 50% of this requirement. Minor deviations from this requirement, not to exceed a distance of five (5) feet from the property line, are allowed and will be reviewed by Staff on a case-by-case basis upon verification of special and unique conditions applicable to a specific lot or structures.
- Corner Side: 70% of the first story façade shall align along the front property line; arcades, shade structures, or civic amenities such as plazas and courtyards may satisfy up to 50% of this requirement. Minor deviations from this requirement, not to exceed a distance of five (5) feet from the property line, are allowed and will be reviewed by Staff on a case-by-case basis upon verification of special and unique conditions applicable to a specific lot or structures.
- Side: No side yard setback is required.
- Rear: No rear yard setback is required.

As now permanent structures are proposed at this time, these standards are not applicable.

Staff finds the proposed flexible event space supports the goals of the Gateway District by providing a vital gathering space that will host a variety of outdoor events and create that attractive outdoor environment desired for the gateway District. Therefore, staff recommends approval of the requested Site Development Plan Review with conditions.

Special Use Permit

The applicant is proposing to allow multiple food vendors to operate on site at one time during events, which does not satisfy Conditional Use Regulation 7a, and a Special Use Permit is requested to allow more than one mobile food vendor to operate at the same time on the subject site.

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."

The Conditional Use Regulations for this use include:

1. Except as provided in this Conditional Use Regulation 1, no signage is allowed, including temporary signage. Signage that is allowed by this Conditional Use Regulation 1 is not subject to the sign regulations and processes of Title 19 that otherwise would apply, except as specifically provided. The limited signage allowed by this Conditional Use Regulation 1 is as follows:
   a. In the case of Open Air Vending or Mobile Food Vending, the vehicle or portable unit may include signage which is affixed thereto but only to the extent such signage is not prohibited by LVMC 19.08.120(E)(3).
   b. In the case of a Farmer's Market, on-premises market event signage is permitted, but shall be limited to a single sign of no more than 32 square feet. Individual vendor signage is permitted, but is limited to one sign per vendor, and not to exceed 15 square feet per vendor space. All signage is prohibited at any time other than during a market event.
2. The site must be kept free of any litter or debris at all times.
3. No structures shall be allowed within the public right-of-way.
4. The installation of permanent or temporary tables, chairs, tents, or coverings for dining areas (including tarps and umbrellas) is prohibited, except when the use of such facilities:
   a. Has been approved by means of a Site Development Plan Review;
   b. Is within the plaza area of a commercial lot; or
   c. Is in accordance with Conditional Use Regulation 9 below.
5. Vehicles or portable units used in the operation may not occupy:
   a. Required parking spaces or required drive aisles; or
   b. Required loading zones, unless otherwise permitted under Conditional Use Regulation 8.
6. The vending/sales activity must be located at least 150 feet from residential development. except where the location is part of a mixed-use development.
7. For Open Air Vending, in addition to Conditional Use Regulations 1 through 6:
   a. No such vending is permitted in the O (Office) Zoning District;

b. No such vending is permitted on undeveloped lots or developed lots with unoccupied structures or unpaved surfaces;
c. No such vending is permitted within landscaped areas;
d. No more than one vendor is permitted on any one lot, and the vending area shall be limited to a maximum of 500 square feet; provided, however, that these limitations do not apply:
   i. In connection with a Special Event Permit that allows a greater level of vending activity by means of Open Air Vending;
   ii. On a parcel whose development approval or approvals contemplate a greater level of vending activity by means of Open Air Vending; or
   iii. Within the plaza area of a commercial lot;
e. At a location other than the plaza area of a commercial lot, vending operations shall comply with required building setbacks for that location;
f. On any lot that is adjacent to a residentially zoned lot, the hours of operation shall be limited to the period between 10 a.m. and 8 p.m.; and
g. No supply or drainage pipes or power supply cords that pertain to the vending operation may be placed on or across surface parking or unimproved areas, or be attached to adjoining or nearby buildings, unless the vending operation is located immediately adjacent to the building so that the attached pipes or power cords have minimal exposure and do not present a potential hazard for passersby.

8. For Mobile Food Vending, in addition to Conditional Use Regulations 1 through 6:
   a. No vendor may operate on any one parcel, lot or commercial subdivision for more than 4 hours within any 24-hour period;
   b. No more than two vendors are permitted on one parcel, lot or commercial subdivision within any 24-period;
   c. No vendor may operate within a required loading zone except as approved in conjunction with a Special Event Permit;
   d. Such vending is permissible on undeveloped lots, or developed lots with unoccupied structures or unpaved surfaces, but only to the extent that such vending complies with all applicable air quality standards adopted by the Clark County Department of Air Quality; and
   e. On unpaved lots, such vending is limited to a maximum disturbance area (including vehicles, parking and customer areas) of 5,000 square feet, regardless of the overall lot size, unless a greater disturbance area is approved in connection with a dust mitigation permit from the Clark County Department of Air Quality.
9. For Farmer's Markets, in addition to Conditional Use Regulations 1 through 6:
   a. The use is not permitted in the O (Office) Zoning District;
   b. The use is not permitted on undeveloped lots or developed lots with unoccupied structures or unpaved surfaces;
   c. The use is not permitted within landscaped areas;
   d. At a location other than the plaza area of a commercial lot, the use shall comply with required building setbacks for that location;

e. On any lot that is adjacent to a residentially zoned lot, the hours of operation of the use shall be limited to the period between 10 a.m. and 8 p.m.; and
f. No supply or drainage pipes or power supply cords that pertain to the use may be placed on or across surface parking or unimproved areas, or be attached to adjoining or nearby buildings, unless the use is located immediately adjacent to the building so that the attached pipes or power cords have minimal exposure and do not present a potential hazard for passersby.
g. The use may include the installation of use of temporary booths, tables, chairs, and similar structures.

The proposed scope of future events includes the ability to provide a variety of mobile food vendors, or food trucks for some events, depending on the programming and/or theme of the event. This event format does not meet Conditional Use Regulation 7d, which states no more than one vendor is permitted on any one lot. In order to operate mobile food vendors during events, the applicant is requesting a Special Use Permit, which staff is recommending approval with conditions. As this site is owned and operated by the Strat Hotel and Casino, if alcohol is part of a proposed event, a liquor caterer license will be issued to the Strat as the operator of beverage carts within each event.

FINDINGS (20-0366-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 proposed outdoor event space can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses, and provide outdoor event space such as the proposed Luminight.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is a paved outdoor site that is physically suited for the flexibility in design needed for a variety of uses and events proposed for the site.

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.**

   Las Vegas Boulevard is a 115-foot wide Primary Arterial adequate in size to meet the requirements of a variety of events proposed for the subject site.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Prior to each event, the applicant is required to obtain a building permit for any electrical components, and coordinate with the City of Las Vegas Fire Department Special Event Staff prior to each event to ensure the public health, safety and welfare are not compromised.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Open Air Vending/Transient Sales Lot was not able to meet Conditional Use Regulation 7d, which limits the number of mobile food vendors to one per lot. This has resulted in the request for a Special Use Permit to allow more than one mobile food vendor on site at one, which staff supports.

FINDINGS (20-0366-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 compatible with adjacent development in the area as it will provide a flexible outdoor space capable of hosting a variety of events that will add activity and vitality to the Downtown Master Plan Area.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed flexible event space supports the goals of the Vision 2045 Downtown Las Vegas Master Plan for the Gateway District.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Vehicular access is directed to the parking garage on the west side of Las Vegas Boulevard where patrons are able to park their cars and walk across Las Vegas Boulevard to attend the event site on the east side of Las Vegas Boulevard. This site access and circulation does not negatively impact adjacent roadways.

4. Building and landscape materials are appropriate for the area and for the City;

The applicant is not proposing a permanent structure, or the installation of landscape materials at this time.

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;

Although the applicant is not proposing a building structure at this time, the utilization of a vacant lot for special events creates an orderly environment that brings activity and vitality to the area which is compatible with the hotels/motels, casinos, and retail stores located within the area.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Although the approval of these applications will allow the applicant to conduct more than six special events a year without review by the Planning Department, each event is still subject to review by the Building & Safety Department, and the Fire Department in order to ensure any electricity utilized during an event is installed in accordance with the building code for temporary power sources, and each event has a life safety plan designed to the satisfaction of the Fire Department. These measures secure and protect the public health, safety and general welfare of the public.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/01/95	The City Council approved a request for a Reclassification of Property (Z-0167-94) from R-4 (High Density Residential) to C-2 (General Commercial).
02/09/21	The Planning Commission voted (5-2) to recommend DENIAL on the following Land Use Entitlement project requests on 3.78 acres on the east side of Las Vegas Boulevard, approximately 330 feet south of St. Louis Avenue (APNs 162-03-410-001 through 004), C-2 (General Commercial) Zone, Ward 3 (Diaz). • 20-0366-SUP1 - FOR A PROPOSED OPEN AIR VENDING/TRANSIENT SALES LOT USE • 20-0366-SDR1 - FOR A PROPOSED COMMERCIAL RECREATION/AMUSEMENT (OUTDOOR) DEVELOPMENT

Most Recent Change of Ownership	
01/1996	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or active business licenses related to the subject site.

Pre-Application Meeting	
12/17/20	Staff provided the applicant with a pre-application submittal checklist for the proposed project.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/06/20	Staff observed the subject site during a routine field check. Staff observed the equipment being staged and stored on-site in preparation for the next event.

Details of Application Request	
Site Area	
Net Acres	3.78

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant/Paved Lot	C (Commercial)	C-2 (General Commercial)
North	Vacant Building		C-2 (General Commercial)
South	Motel		C-2 (General Commercial)
East	Multi-Family		R-5 (Apartment)
	Undeveloped		C-1 (Limited Commercial)
	Vacant Building		R-4 (High Density Residential)
West	Hotel/Casino		C-2 (General Commercial)

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Las Vegas Master Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 175 Feet	Y
DDRC (Downtown Design Review Committee)	Y
DTLV-O (Downtown Las Vegas Overlay) District – Area 1	Y
G-O (Gaming Enterprise Overlay) District	Y
SB-O (Las Vegas Boulevard Scenic Byway Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Appendix F Interim Downtown Las Vegas Development Standards	Y
Beverly Green / Southridge Neighborhood Plan	Y
Trails – Las Vegas Boulevard Cultural Corridor Downtown Trail	Y
Las Vegas Redevelopment Plan 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

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Las Vegas Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	115	Y

NE

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	
Commercial Recreation / Amusement (Outdoor)	164,657 SF (3.78 Acre)	1:200 SF	824				
Open Air Vending / Transient Sales Lot	No additional parking required beyond that which is required for the principal use(s) on the site.						
TOTAL SPACES REQUIRED			824		824		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. Parking for events is provided by the Strat Hotel and Casino.*

Waivers		
Requirement	***Request***	***Staff Recommendation***
An ornamental screen fence.	To allow a chain link fence.	Approval

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) Site Development Plan Review/ Special Use

Project Address (Location) East side of Las Vegas Boulevard, approx. 330 feet south of St. Louis Avenue

Project Name LV Blvd. outdoor amusement park **Proposed Use**

Assessor's Parcel #(s) 16203410001, 16203410002, 162034100003, 162034100004 **Ward #** 3 - Diaz

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information Pre-App # 100300-PRE

Property Owner W2007 Stratosphere Land Propco Contact Stephen A. Arcana

Address 2000 S. Las Vegas Blvd. City Las Vegas State NV Zip 89104

E-mail sarcana@goldenent.com Phone 702-893-7777

Applicant Stratosphere Gaming, LLC c/o Golden Entertainment, Inc. Contact Stephen A. Arcana

Address 6595 S. Jones Blvd. City Las Vegas State NV Zip 89118

E-mail sarcana@goldenent.com Phone 702-495-4446

Representative The Strat Hotel, Casino and SkyPod Contact Stephen Thayer

Address 2000 S. Las Vegas Blvd. City Las Vegas State NV Zip 89104

E-mail Stephen.Thayer@goldenent.com Phone 702-383-4753

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 Stephen A. Arcana

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Stephen A. Arcana

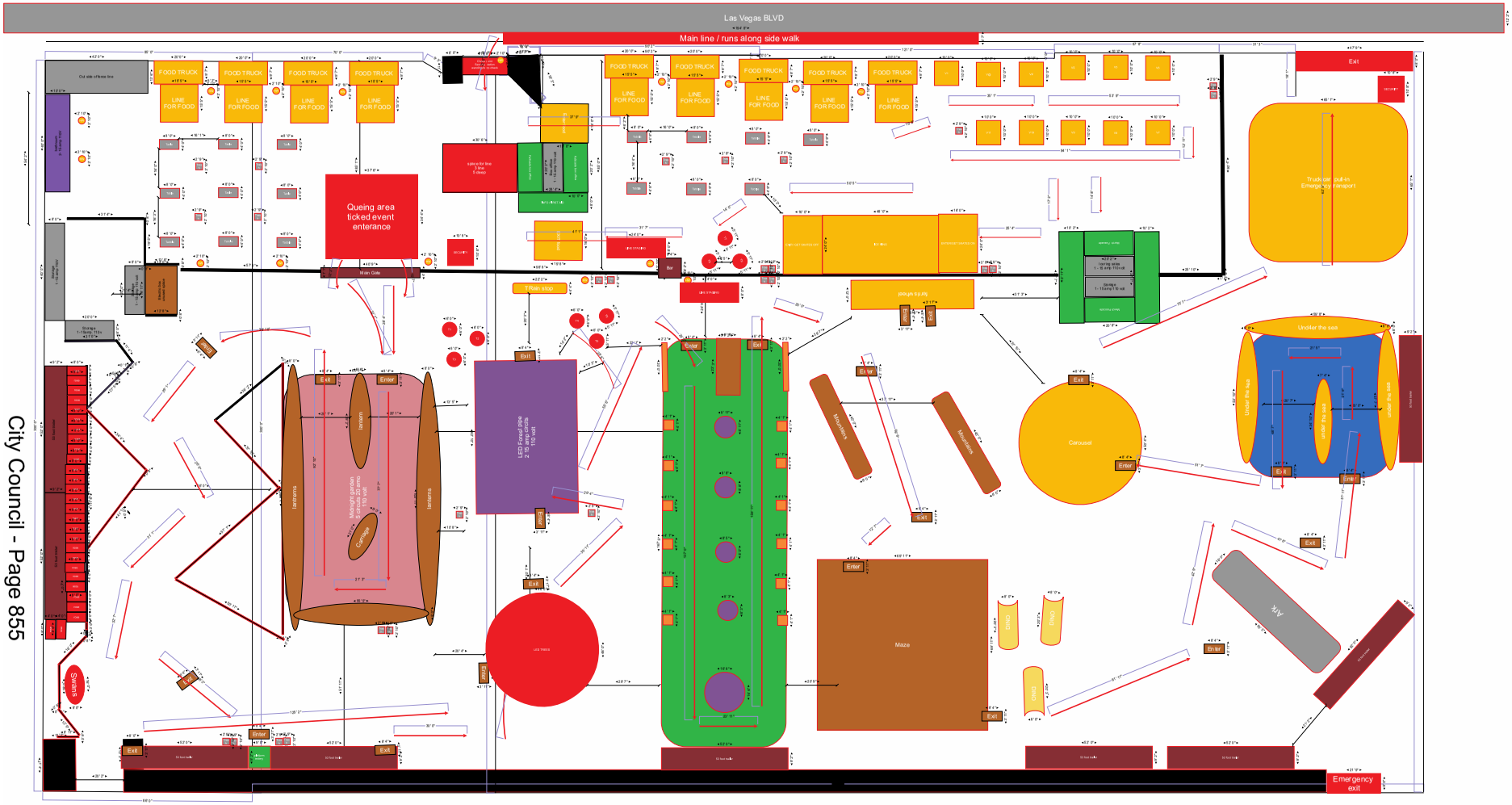
Subscribed and sworn before me

This 21st day of DECEMBER 20 20

Notary Public in and for said County and State

RACHEL ANN DAVIS
Notary Public, State of Nevada
No. 16-2721-1
My Appt. Exp. Aug. 27, 2024

20-0366
12/21/2020



All off-site parking will be utilized at The Strat Hotel & Casino.

20-0366
12/21/2020

Building Elevations

There are (2) types of storage containers on site consisting of (4) 10’ x 20’ and (1) 10’ x 40’.

Notes: At this time, due to the current COVID-19 occupancy capacity limits, proposed amusement rides (Ferris Wheel and Carousel), Ice Rink, and Mobile Food Vendors have been postponed.

20-0366
12/21/2020


15
20-0366
12/21/2020



20-0366
12/21/2020



20-0366- SUP1 AND 20-0366-SDR1 - APPLICANT: GOLDEN ENTERTAINMENT, INC. - OWNER: STRATOSPHERE LAND, LLC
EAST SIDE OF LAS VEGAS BOULEVARD, SOUTH OF ST. LOUIS AVENUE

01/06/2021



20-0366- SUP1 AND 20-0366-SDR1 - APPLICANT: GOLDEN ENTERTAINMENT, INC. - OWNER: STRATOSPHERE LAND, LLC
EAST SIDE OF LAS VEGAS BOULEVARD, SOUTH OF ST. LOUIS AVENUE

01/06/2021



20-0366- SUP1 AND 20-0366-SDR1 - APPLICANT: GOLDEN ENTERTAINMENT, INC. - OWNER: STRATOSPHERE LAND, LLC
EAST SIDE OF LAS VEGAS BOULEVARD, SOUTH OF ST. LOUIS AVENUE

01/06/2021



20-0366- SUP1 AND 20-0366-SDR1 - APPLICANT: GOLDEN ENTERTAINMENT, INC. - OWNER: STRATOSPHERE LAND, LLC
EAST SIDE OF LAS VEGAS BOULEVARD, SOUTH OF ST. LOUIS AVENUE

01/06/2021

Steve Arcana
EVP & Chief Operating Officer
Golden Entertainment, Inc.
6595 S. Jones Blvd | Las Vegas, NV 89118
702.891.4269| goldenent.com
sarcana@goldenent.com

December 21, 2020

City of Las Vegas
500 South Grand Central Pkwy
Las Vegas, NV 89155

Dear City of Las Vegas,

Enclosed please find the plans and application materials necessary to accompany a request for review to expand the use of APN 1620341001 thru 1620341004 as an open aid vending/transient sale lot and commercial recreation/amusement (Outdoor Development). The parcels are generally located on the East side of Las Vegas Blvd S. and the North side of Main Street. The Strat Hotel, Casino & Skypod (the "Strat") currently uses these parcels for rent for concerts and other temporary special events. The Strat currently has a Casino entitlement use for these parcels.

The Proposed project will be a temporary lantern festival art exhibit known as Luminight. Luminight brings you One World, A Million Lights with a visual experience like no other! Larger-than-life lanterns hand-crafted by International artisans using traditional methods are accompanied by the latest in visual tech entertainment including LED, fiber optics, and light projection. This walking adventure will entertain, educate, and just maybe help return a glimmer of light back to Fabulous Las Vegas Strip all the while providing a Covid-19 Safe, Fun, Exciting, and Family-Friendly Event!

LumiNight will be showcasing over 300 lanterns internally LED lit through a walking exhibit taking attendees through different lands with an educational and entertaining aspect. Once the gathering restrictions imposed by governing agencies, the LumiNight show will add some additional attractions including a 48'x24' synthetic Ice Rink, Ferris Wheel and Carousel and pre-recorded music, as well as over 10 food trucks offering foods from around the world. (the "Event"). There will be an estimated 5-10 employees for the event but there could be more or less depending on the number of attendees. All of the mentioned uses are allowed in the current zoning. We meet the requirements on all of the sides of the property for setbacks. The Event will operate Sun-Thursday 5-10PM Fri-Sat 5-12AM.

Thank you for taking the time to review the above project.

If you have any questions, please feel free to contact me.

Sincerely,

Steve Arcana
EVP & Chief Operating Officer
Golden Entertainment, Inc

20-0366
12/21/2020

From:	Stacey Campbell
To:	Ydo Yturralde; LuAnn D. Holmes
Cc:	Olivia Diaz; City Clerk, Deputies
Subject:	RE: 3/17 - Abeyance Item
Date:	Tuesday, March 9, 2021 6:40:30 PM

Received, thank you. Copying in Deputies to be added to the meeting Notes.

From: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Sent: Monday, March 8, 2021 12:31 PM
To: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>; Stacey Campbell <slcampbell@LasVegasNevada.GOV>
Cc: Olivia Diaz <odiaz@lasvegasnevada.gov>
Subject: Fwd: 3/17 - Abeyance Item

Hello,
Please see abeyance request below.

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

Begin forwarded message:

> **From:** Kami Dempsey-Goudie <kami@acnevada.com>
> **Date:** March 8, 2021 at 12:25:01 PM PST
> **To:** Olivia Diaz <odiaz@lasvegasnevada.gov>, Ydo Yturralde <yyturralde@lasvegasnevada.gov>, ward3@lasvegasnevada.com
> **Subject: 3/17 - Abeyance Item**
>
> **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.**
>
> Stacey Campbell -
>
> Good day to you and I hope this email finds you well. I represent Golden Entertainment and they have an application for a Land Use Entitlement request before the City Council on March 17th.
>
> I am asking for an abeyance of 30 days, due to some changes we are having to make with the design and layout.

Submitted after final agenda

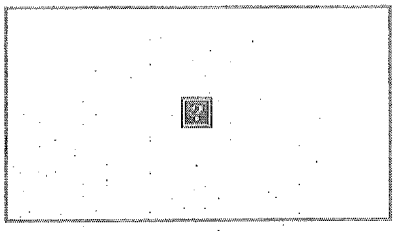
Date 3/10/21 Item 46a-46b

Please let me know if this abeyance will be granted.

Agenda: 20-0366 - SUP1 & SDR1
APN: 162-03-410-001
Location: Las Vegas Blvd approximately 330 feet south of St. Louis Avenue.

Thank you for your time and consideration. I can be reached on cell at anytime 702-526-3666.

Thank you- Kami Dempsey



Mar 15 21, 09:59a RONO COMMERCIAL RE LLC 702-647-0579 p.1

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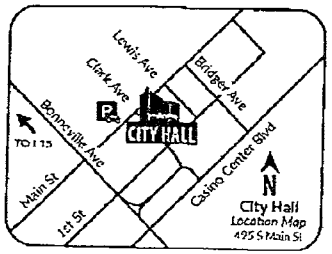
Submitted after final agenda
Date 3/15/21 Item 466-466

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0366 and 20-0366-SUP1 and 20-0366-SDR1
City Council Meeting of **03/17/2021**

20-0366
16204813001
PARK CIRCLE APARTMENTS L L C
6337 VISTA VERDE NORTH
LAS VEGAS NV 89146-1109

127 LRDFNP1 89146

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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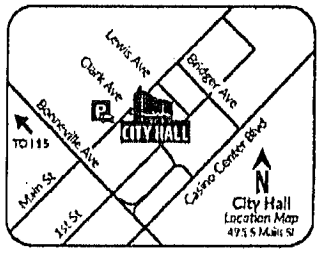

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20-0366 and 20-0366-SUP1 and 20-0366-SDR1
City Council Meeting of **03/17/2021**

20-0366
16204813046
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LAS VEGAS NV 89125

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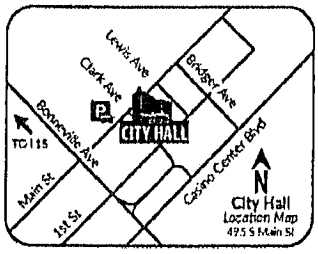

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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20-0366 and 20-0366-SUP1 and 20-0366-SDR1
City Council Meeting of **03/17/2021**

20-0366
16204813048
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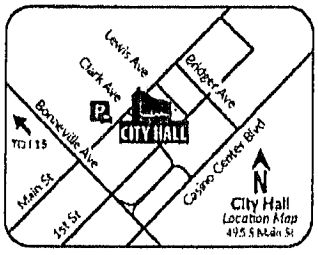

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City Council Meeting of **03/17/2021**

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LAS VEGAS NV 89125

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Las Vegas, Nevada 89101

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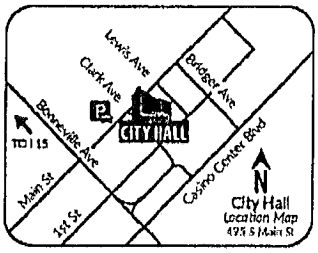

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0366 and 20-0366-SUP1 and 20-0366-SDR1
City Council Meeting of **03/17/2021**

20-0366
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PO BOX 1660
LAS VEGAS NV 89125

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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

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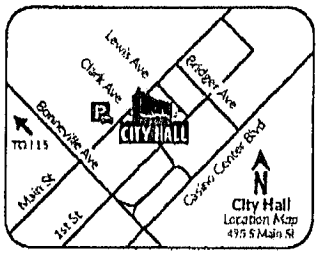
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0366 and 20-0366-SUP1 and 20-0366-SDR1
City Council Meeting of **03/17/2021**

20-0366
16204813064
OXFORD TECHNOLOGY L L C
PO BOX 1660
LAS VEGAS NV 89125

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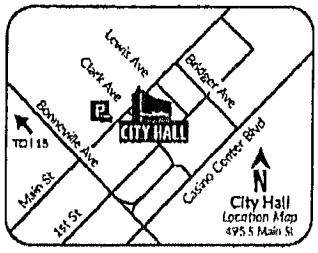

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0366 and 20-0366-SUP1 and 20-0366-SDR1
City Council Meeting of **03/17/2021**

20-0366
16204813072
OXFORD TECHNOLOGY L L C
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LAS VEGAS NV 89125

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33 LRDFMP1 89126

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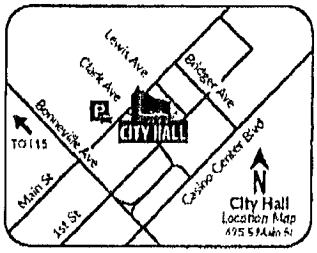

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20-0366 and 20-0366-SUP1 and 20-0366-SDR1
City Council Meeting of **03/17/2021**

20-0366
16204813068
OXFORD TECHNOLOGY L L C
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LAS VEGAS NV 89125

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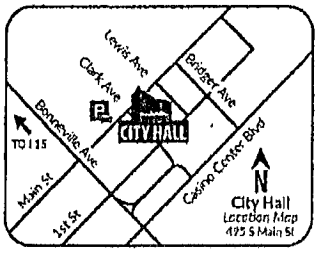

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City Council Meeting of **03/17/2021**

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20-0366
16204813049
OXFORD TECHNOLOGY L L C
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LAS VEGAS NV 89125

33 LRDFMP1 89125

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Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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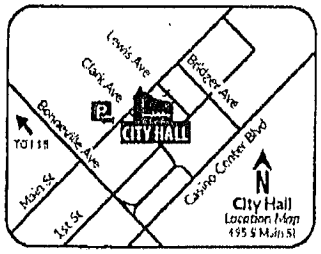

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City Council Meeting of **03/17/2021**

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20-0366
16204813047
OXFORD TECHNOLOGY L L C
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City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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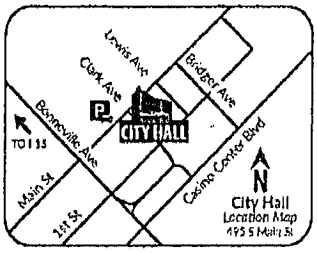
Official Notice of Public Hearing



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City Council Meeting of **03/17/2021**

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Las Vegas, NV
Permit No. 1630

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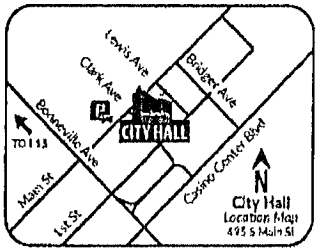
20-0366
16204813067
OXFORD TECHNOLOGY L L C
PO BOX 1660
LAS VEGAS NV 89125

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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City Council Meeting of **03/17/2021**

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2021 MAR 15 A 10:24

20-0366
16204813065
OXFORD TECHNOLOGY L L C
PO BOX 1660
LAS VEGAS NV 89125

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Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2021 MAR 15 A 10:24

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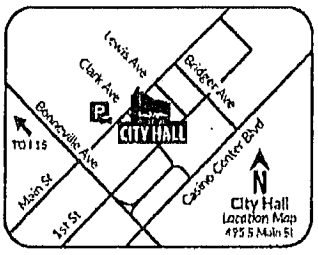
Official Notice of Public Hearing



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City Council Meeting of **03/17/2021**

20-0366
16204813074
OXFORD TECHNOLOGY L L C
PO BOX 1660
LAS VEGAS NV 89125

33 LRDFMP1 89125

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
PAID
Las Vegas, NV
Permit No. 1630

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2021 MAR 15 A 10:24

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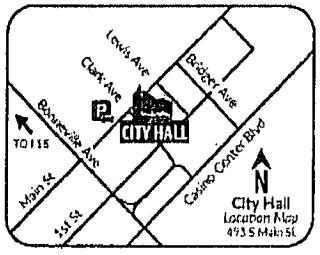
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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20-0366 and 20-0366-SUP1 and 20-0366-SDR1
City Council Meeting of **03/17/2021**

20-0366
16204813069
OXFORD TECHNOLOGY L L C
PO BOX 1660
LAS VEGAS NV 89125

33 LRDFMP1 89125

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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PAID
Las Vegas, NV
Permit No. 1630

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2021 MAR 15 P 12:01

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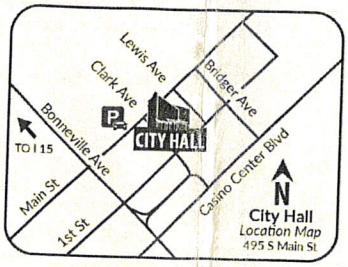

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☒ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0366 and 20-0366-SUP1 and 20-0366-SDR1

City Council Meeting of **03/17/2021**

20-0366
16203411006
MOFFATT FAMILY TRUST
MOFFATT JOIANNE TRS
3101 PLAZA DE ERNESTO
LAS VEGAS NV 89102-4022

89 LRDFNP1 89102

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2021 MAR 15 P 12:01

March 11,2021

To Whom It Concern
Council Person Diaz
Planning Dept.

If you will check the front of this card you will see that I have crossed the opposed and the support.
I am a neighbor of the Stratosphere. For the last fifty years I have owned the property at 2120 Paradise Road which is directly across from them. For the last several months the project they are proposing has been a Fire Hazard and a filthy mess. If they would clean up their area and keep it that way maybe an entertainment project would not be so bad but, they do not The whole area has suffered and is not good, and they are not good neighbors because of the mess they continue to have.
These are a few people I have contacted concerning this project and the alley directly behind the project they want to do.
code enforcement, Metro, City of L.V. council person Diaz ,Rapid Response and a dept called C O P and now Planning. I have been busy. .
I am over ninety and I do not like a mess

Very Truly yours

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

I DO NOT BELIEVE THIS IS A PROPER USE OF THE PROPERTY OPEN AIR VENDING/TRANSIENT SALES WILL DRIVE DOWN NEARBY PROPERTY VALUES. COMMERCIAL RECREATION/AMUSEMENT (OUTDOOR) DEVELOPMENT WOULD BE DISRUPTIVE TO THE ADJACENT PROPERTIES AN OFFICE BUILDING AND AN APARTMENT COMPLEX.

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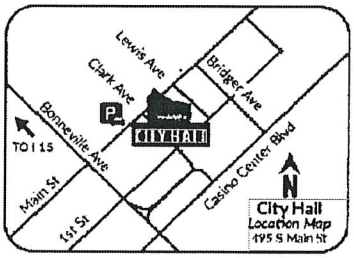

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City of Las Vegas

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.
20-0366 and 20-0366-SUP1 and 20-0366-SDR1
Planning Commission Meeting of **02/09/2021**

20-0366
16203310017
WHITNEY BUILDING L L C
2003 LAS VEGAS BLVD S
LAS VEGAS NV 89104-2522

89 LRDFHP1 89104

28 P
(a-b)

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

I DO NOT BELIEVE THIS IS A PROPER USE OF THE PROPERTY
OPEN AIR VENDING / ~~EXCESS~~ TRANSIENT SALES WILL DRIVE
DOWN NEARBY PROPERTY VALUES.

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Las Vegas, NV
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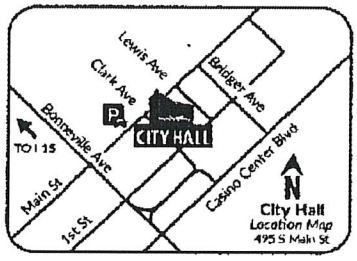

COMMERCIAL RECREATION/AMUSEMENT (OUTDOOR)
DEVELOPMENT WOULD BE DISRUPTIVE TO THE
ADJACENT PROPERTIES AN OFFICE BUILDING
AND AN APARTMENT COMPLEX.

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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20-0366 and 20-0366-SUP1 and 20-0366-SDR1
Planning Commission Meeting of **02/09/2021**

20-0366
16203310015
WHITNEY BUILDING L L C
KARCHER CARL ENTERPRISES LEASE
2007 LAS VEGAS BLVD S
LAS VEGAS NV 89104-2522

93 LRDFNP1 89104

28 P
(a+b)

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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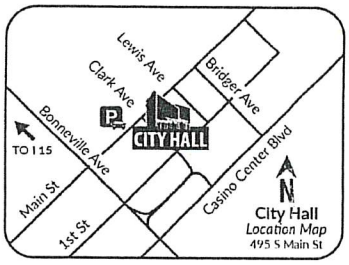

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Dept of Planning
City of Las Vegas

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

20-0366 and 20-0366-SUP1 and 20-0366-SDR1
Planning Commission Meeting of **02/09/2021**

20-0366
16203415001
536 ST LOUIS L L C
10299 TRILLIUM DR
LAS VEGAS NV 89135

59 LRDFNP1 89135

Submitted after final agenda

28 a-b
A

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Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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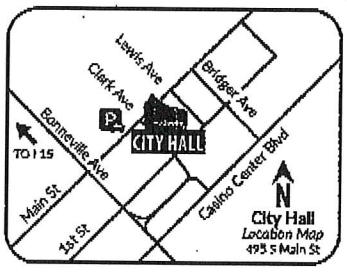

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Dept of Planning
City of Las Vegas

2/2/21 BP

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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20-0366 and 20-0366-SUP1 and 20-0366-SDR1
Planning Commission Meeting of **02/09/2021**

20-0366
16203411008
JOSEPHS FAMILY LAND L P
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

115 LADFMP1 89118

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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Permit No. 1630

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Dept of Planning
City of Las Vegas

2/2/21 BP

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Planning Commission Meeting of **02/09/2021**

20-0366
16203411007
JOSEPHS FAMILY LAND L P
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

28a-b
A (x2)

115 LADFMP1 89118

Cheyenne LaRance

From: Construction126 <construction126@gmail.com>
Sent: Monday, February 8, 2021 3:29 PM
To: Meeting Comments
Cc: 'Trinity Haven Schlottman'
Subject: Project # 20-0366 Item # 28 A & B
Attachments: 2205SLasVegasBLVD-015.jpg; 2205SLasVegasBLVD-025.jpg; 2205SLasVegasBLVD-028.jpg; 2205SLasVegasBLVD-047.jpg; 2205SLasVegasBLVD-055.jpg; 2205SLasVegasBLVD-057.jpg; 112420 Night-110.jpg; 112420 Night-116.jpg; 112420 Night-118.jpg; 112420 Night-121.jpg; 112420 Night-125.jpg; 112420 Night-130.jpg; 112420 Night-135.jpg; 112420-101.jpg; 112420-109.jpg; 112420-115.jpg; 112420-138.jpg; 112420-142.jpg; 112420-147.jpg; 112420-158.jpg

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 Ms. Diaz and Mr. Schlottman,
I completely oppose the above referenced proposed project for numerous reasons. This will cause a tremendous financial burden on us. We have done major renovation to the old dilapidated motels located at 2205-2211 Las Vegas Blvd., and created one of the most luxury apartments on Las Vegas Blvd. The windows of the apartments open to this proposed project. Our tenants have given us notice to vacate the units if this project gets approved. The majority of our tenants are casino executives who work at night and because of that we have created our apartments to be pitch dark during the day by using special shutters in order for them to have peace and quiet when at home. This proposed project will completely hinder the peace and quiet enjoyment of our tenants. We are also in the process of opening a unique bakery with gourmet coffee with over 2,000 Sqft. of patio seating and waterfall to create a relaxing environment. One of the top chefs in Las Vegas is opening a 5,000 Sqft of restaurant and patio seating in our property as well. They have notified us that they will not go forward with opening the restaurant if this project is approved. Furthermore, we are in the process of acquiring a loan for over $50 million and this property will be the collateral. If I lose my tenants, the bank will not approve this loan. We have done a tremendous amount of real estate improvements in downtown and Art District. We plead to you to help us continue this effort. Attached please find some pictures of our property.

Best Regards,

Kamran Foulad
E-Tech Construction & Development, Inc.
2211 Las Vegas Blvd. South
Unit # 100 office
Las Vegas, NV 89104
Cell: 702-468-9900
Office: 702-750-1668

Submitted at Planning Commission

Date 2/9/21 Item 28a-28b





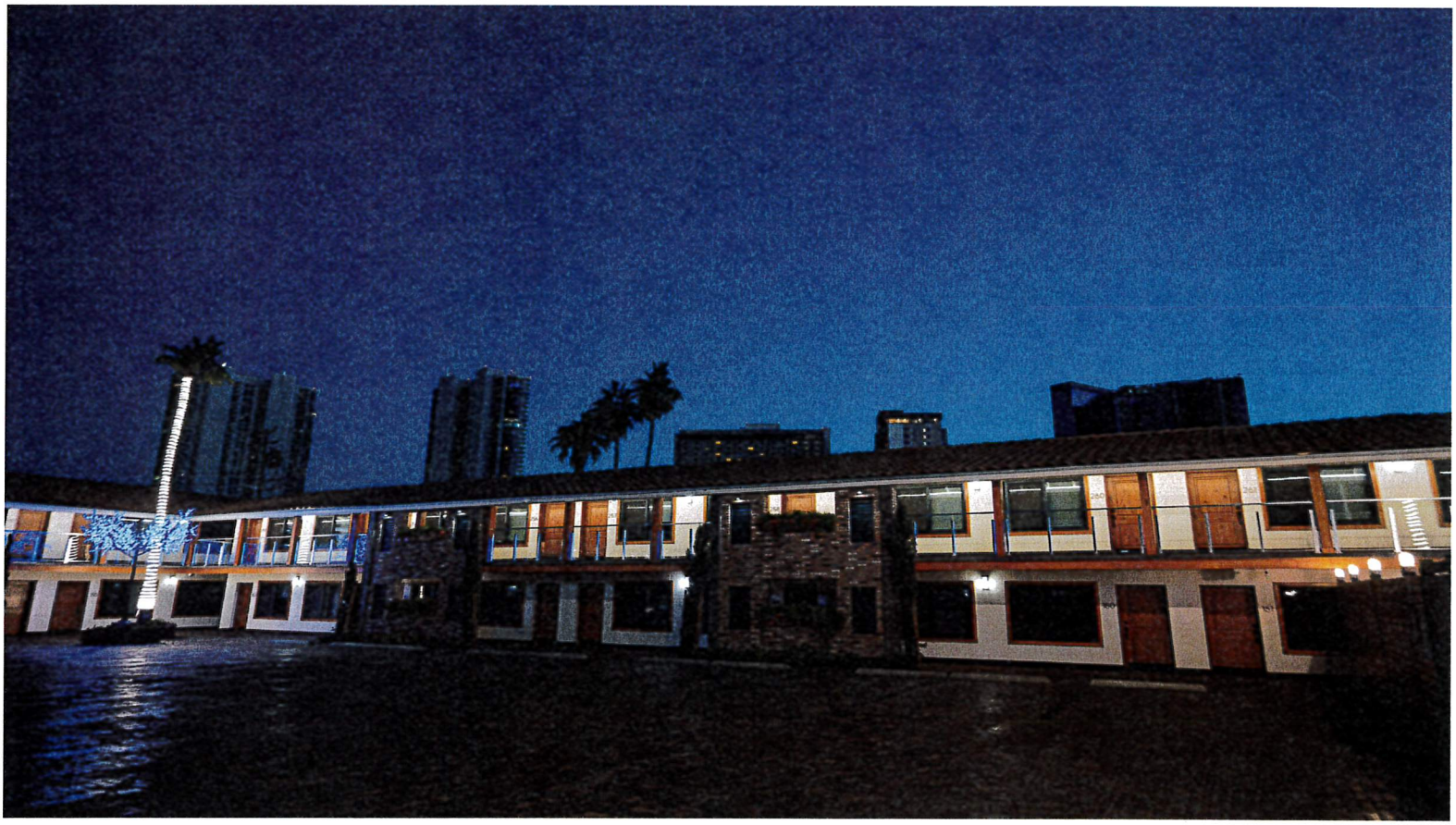









NOTICE




the
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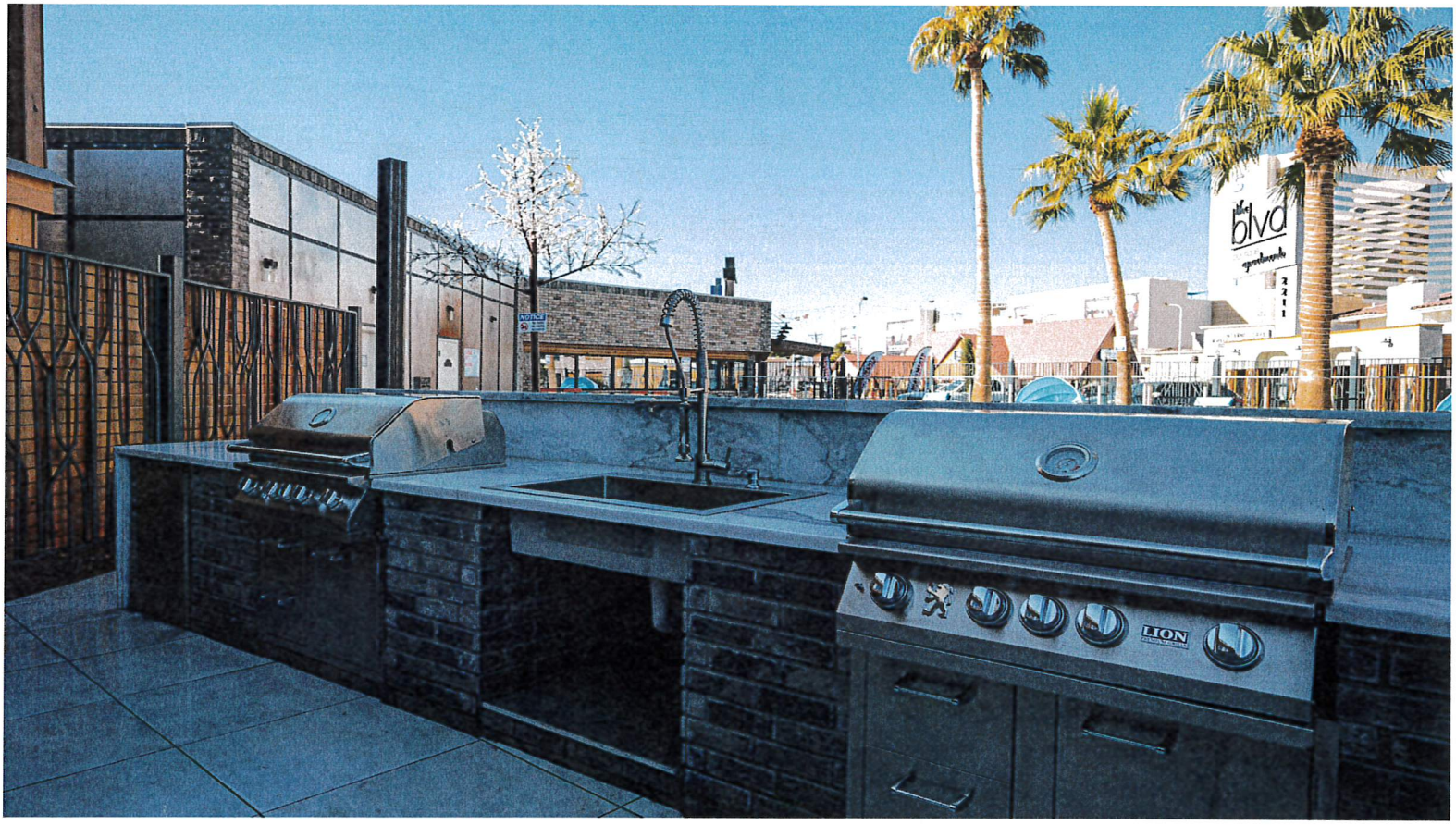
blvd
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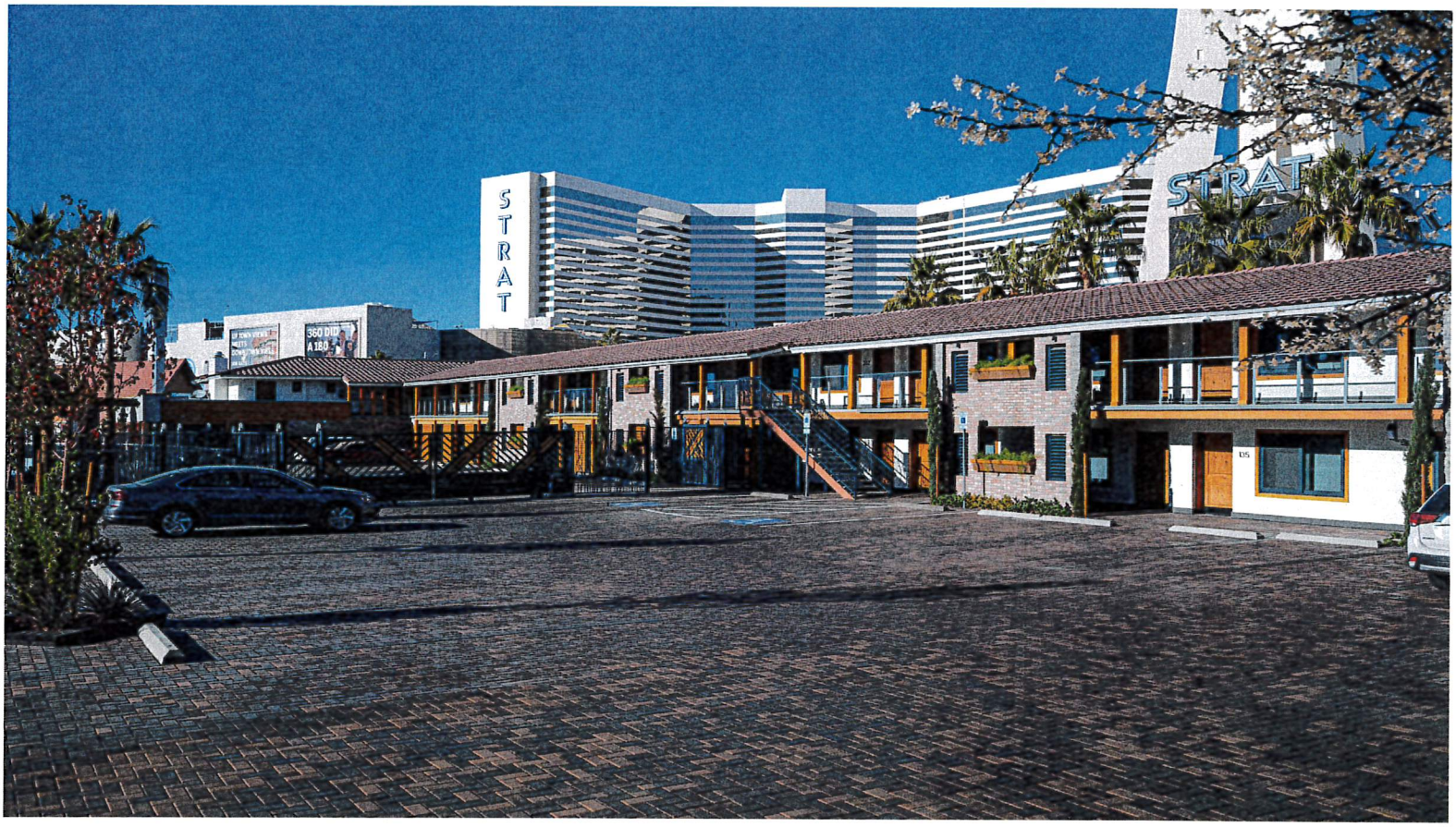
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Form Name:	Planning Application Comments 2021
Submission Time:	February 8, 2021 1:25 pm
Browser:	Chrome 88.0.4324.104 / Windows 7
IP Address:	104.35.5.39
Unique ID:	755308770
Location:	34.146499633789, -118.46520233154

Meeting Date	Tuesday, February 9, 2021
Project Number	20-0366
Position	I OPPOSE the project and all related applications.
Name	Kamran Fouladbakhsh
Residential or Business Address	2211 LAS VEGAS BLVD. SOUTH UNIT # 100 OFFICE Las Vegas, NV 89104
Phone	(702) 468-9900
Email	construction126@gmail.com
Comments	I completely oppose this proposed project for numerous reasons. This will cause a tremendous financial burden on us. We have done major renovation to the old dilapidated motels located at 2205-2211 Las Vegas Blvd., and created one of the most luxury apartments on Las Vegas Blvd. The windows of the apartments open to this proposed project. Our tenants have given us notice to vacate the units if this project gets approved. The majority of our tenants are casino executives who work at night and because of that we have created our apartments to be pitch dark during the day by using special shutters in order for them to have peace and quiet when at home. This proposed project will completely hinder the peace and quiet enjoyment of our tenants. We are also in the process of opening a unique bakery with gourmet coffee with over 2,000 Sqft. of patio seating and waterfall to create a relaxing environment. One of the top chefs in Las Vegas is opening a 5,000 Sqft of restaurant and patio seating in our property as well. They have notified us that they will not go forward with opening the restaurant if this project is approved. Furthermore, we are in the process of acquiring a loan for over $50 million and this property will be the collateral. If I lose my tenants, the bank will not approve this loan. We have done a tremendous amount of real estate improvements in downtown and Art District. We plead to you to help us continue this effort. I am attaching the pictures of our property in an email to meetingcomments@lasvegasnevada.gov for your review.

Form Name:	Planning Application Comments 2021
Submission Time:	February 2, 2021 2:08 pm
Browser:	Chrome 87.0.4280.141 / Windows 7
IP Address:	104.35.5.39
Unique ID:	750171063
Location:	34.146499633789, -118.46520233154

Meeting Date	Tuesday, February 9, 2021
Project Number	20-0366
Position	I OPPOSE the project and all related applications.
Name	Ladan Fouladbakhsh
Residential or Business Address	2211 Las Vegas Blvd South Unit 100 Las Vegas, NV 89104
Phone	(702) 750-1668
Email	construction126@aol.com
Comments	our Multi unit property is right next to this project. Given Covid, we are having a very hard time renting out our units to cover our every day expenses. Most of our tenants are working from home and some work the night shift. The noise from these events will definitely cause more tenants to pack up and leave. We are already being notified by tenants that if there are any events next door we will move out. This project will have a tremendous adverse financial effect on us. I oppose this project and any other related applications.

Submitted at Planning Commission.

Date 2/9/21 Item 28a-28b

Form Name:	Planning Application Comments 2021
Submission Time:	February 2, 2021 2:06 pm
Browser:	Mobile Safari 14.0.2 / iOS
IP Address:	24.120.41.215
Unique ID:	750170057
Location:	36.178699493408, -115.31520080566

Meeting Date	Tuesday, February 9, 2021
Project Number	20-0366
Position	I OPPOSE the project and all related applications.
Name	Isaiah Arellano
Residential or Business Address	2205 S Las Vegas Blvd Las Vegas, NV 89104
Phone	(702) 281-1288
Email	iearellano@outlook.com
Comments	I am a resident at this location and will directly be effected by this event.

Submitted at Planning Commission

Date 2/9/21 Item 28a-28b

Form Name:	Planning Application Comments 2021
Submission Time:	February 2, 2021 1:35 pm
Browser:	Chrome 88.0.4324.104 / Windows 7
IP Address:	24.234.219.25
Unique ID:	750155556
Location:	36.144298553467, -115.18299865723

Meeting Date	Tuesday, February 9, 2021
Project Number	20-0366
Position	I OPPOSE the project and all related applications.
Name	Martha Hernandez
Residential or Business Address	2211 S. Las Vegas Blvd #100 Las Vegas, NV 89104
Phone	(702) 750-1668
Email	construction126@gmail.com
Comments	We oppose of Project 20-0366 due to this being a disturbance to our tenants located at 2205 S. Las Vegas Blvd. We feel that the loud music and noise due to a carnival would disrupt our tenants quiet environment. It would also make it difficult to rent out units with them knowing this would be right behind there window of residency.

Submitted at Planning Commission

Date 2/9/21 Item 28a-28b

AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
46a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0366-SUP1 - FOR A PROPOSED OPEN AIR VENDING/TRANSIENT SALES LOT USE

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	14

RECOMMENDATION:
The Planning Commission (5-2- vote) recommends DENIAL.
Staff recommends APPROVAL, 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 17, 2021

Agenda Item No.:
46b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

SUBJECT:
20-0366-SDR1 - FOR A PROPOSED COMMERCIAL RECREATION/AMUSEMENT (OUTDOOR) DEVELOPMENT

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	14

RECOMMENDATION:
The Planning Commission (5-2 vote) recommends DENIAL.
Staff recommends APPROVAL, 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 17, 2021

Agenda Item No.:
47

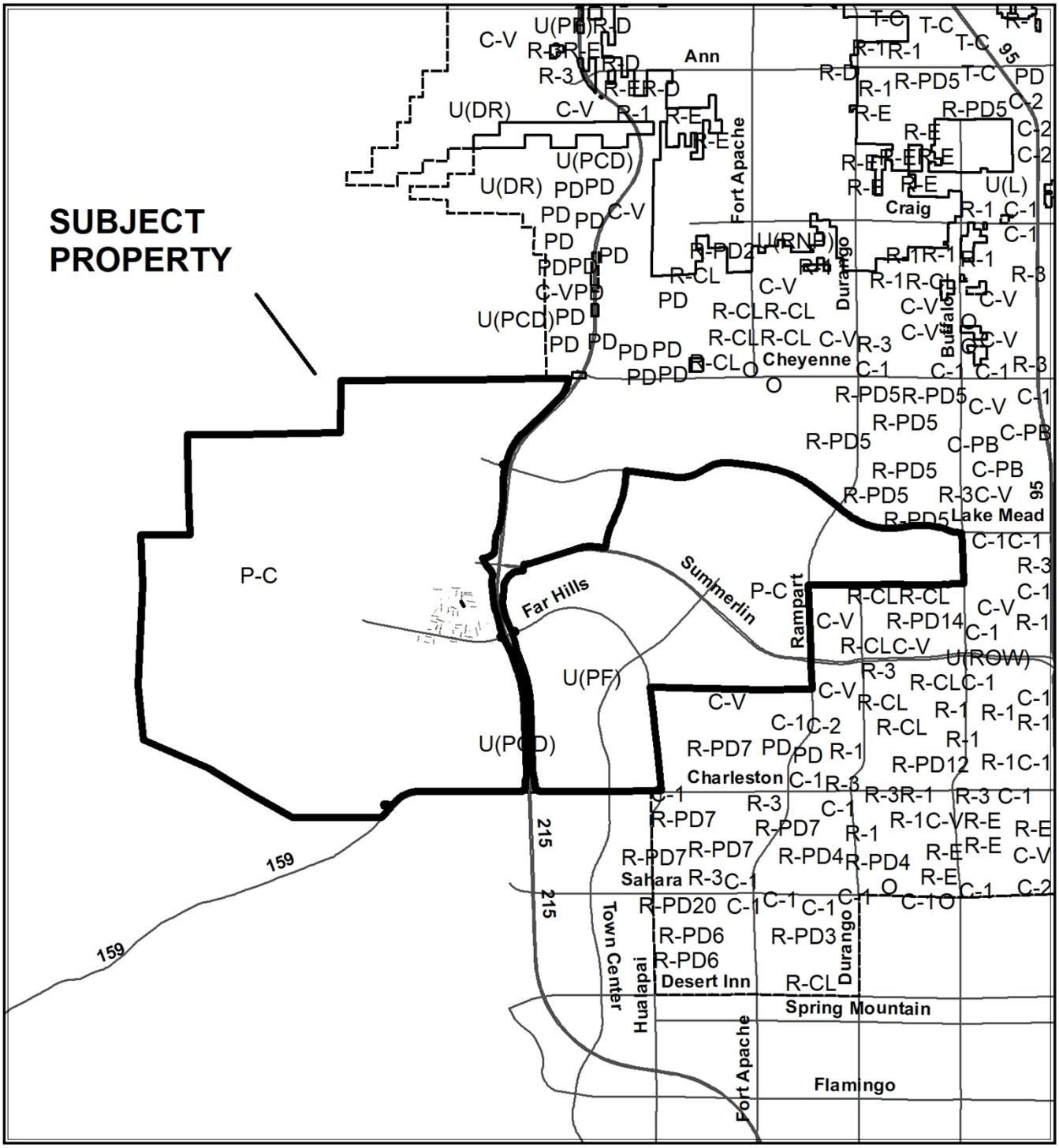
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Peter Lowenstein, Acting

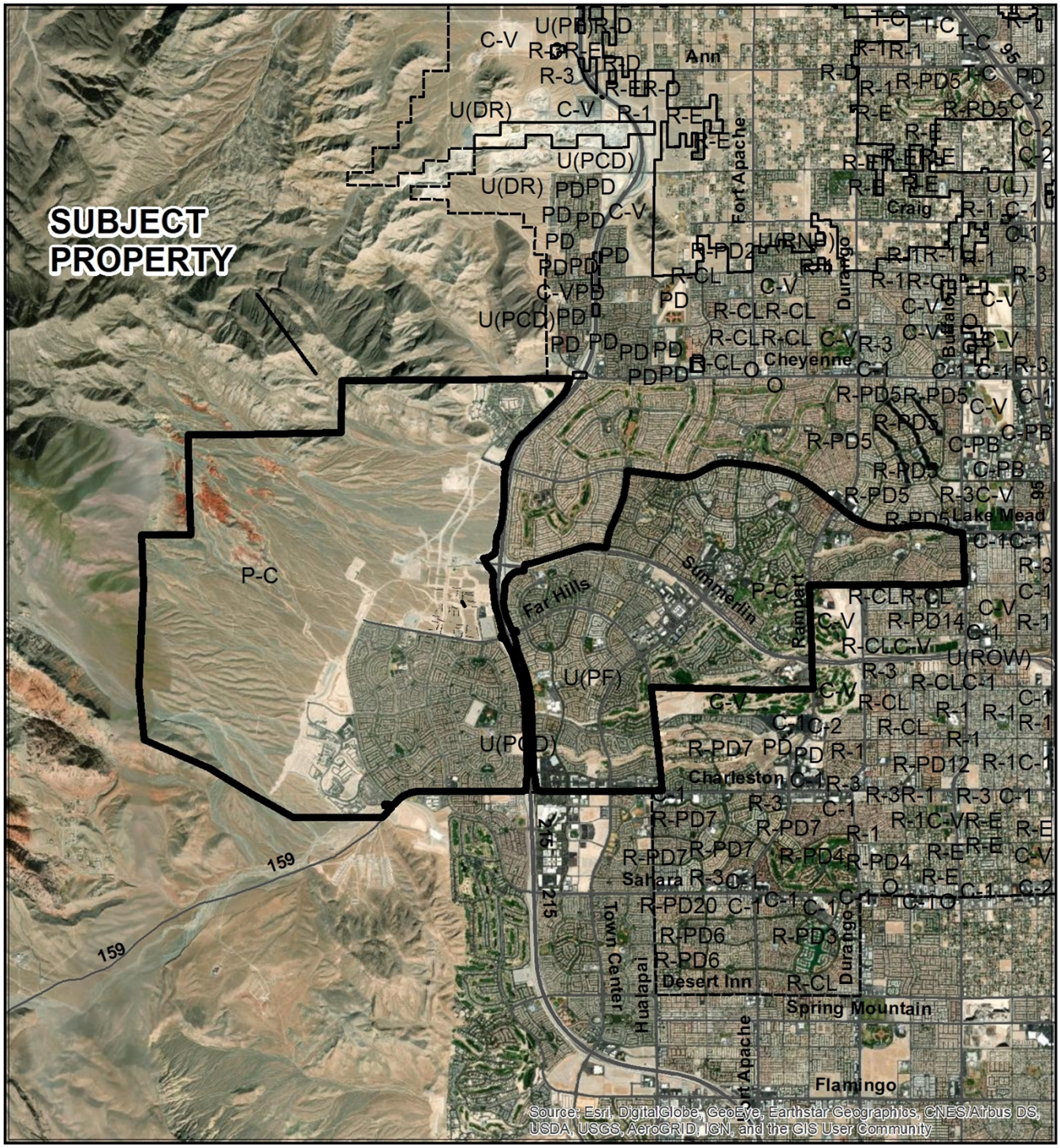
SUBJECT:
20-0378-MOD1 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC - For possible action on a Land Use Entitlement project request for a Major Modification of the approved Summerlin Development Standards TO MODIFY THE GENERAL RESIDENTIAL SETBACK STANDARDS (APNs Multiple), P-C (Planned Community) Zone, Ward 2 (Seaman) and Ward 4 (Anthony). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (7-0 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Summerlin Design Review Committee Approval Letter
6. Submitted after Final Agenda - Revised Summerlin Development Standards Pages 2-21 through 2-23
7. Submitted at Meeting - Proposed Revised Language Submitted by Stephanie Allen


SUBJECT PROPERTY
P-C
U(PF)
U(PCD)
U(DR)
U(PCD)
U(DR)
U(PCD)
U(PCD)
U(PCD



0 6,000 12,000 Feet

CASE: **20-0378-MOD1**

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 17, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0378-MOD1	Staff recommends DENIAL, if approved subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED Newspaper Notification Only (By City Clerk)

PROTESTS 0

APPROVALS 0

JB

**** CONDITIONS ****

20-0378-MOD1 CONDITIONS

Planning

1. Conformance to the conditions of approval for Summerlin Development Standards document (DIR-3934), Major Modification (MOD-76935) and Major Modification (MOD-78461), except as amended herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is requesting a Major Modification (20-0378-MOD1) to modify the Summerlin Development Standards to change the development standards pertaining to General Residential Setback Standards listed on pages 2-21 and 2-22.

ISSUES

- The Summerlin Design Review Committee (SDRC) has reviewed the request and submitted an approval letter dated December 18th, 2020.

ANALYSIS

Master Development Plan requirements are determined by the Summerlin Development Standards as authorized by the Summerlin West Development Agreement. The Master Developer is requesting Major Modification (20-0378-MOD1) to amend the Summerlin Development Standards pertaining to General Residential Setback Standards listed on pages 2-21 and 2-22 to make the following changes:

1. Page 2-21, General Residential Setback Standards, subsection "b": Remove "*and corner*" from the second sentence. Add the sentence, "*Corner setback lines shall be the back of curb or edge of pavement if no curb exist.*"
2. Page 2-22, General Residential Setback Standards, add subsection "m": "*Entry portals are permitted within the side yard setbacks for homes that gain access to the front door via the side yard in SF3 residential districts. The entry portals may be built with a zero-foot setback so long as they are not enclosed and remain no greater than four feet in depth and 11 feet in height at the property line. They are only permitted as part of the original construction.*"

The submitted justification letter indicates, "The intent of item #1 is to revise the language in the Development Standards so that it aligns with the way in which the Summerlin Design Review Committee (SDRC) has enforced corner setbacks. The SDRC has consistently required corner setbacks to be measured from back of curb, whether or not a sidewalk exists. This modification will align the Development Standards with SDRC's village design criteria and eliminate the need for future deviations."

However, staff has determined that this request conflicts with how setbacks are determined throughout the rest of the City, where setbacks are taken from the property line of the residential parcel. This proposal will create a scenario which will allow the residential structure to be much closer to the right-of-way on the corner side of the lot, which will have a negative impact on the aesthetics of the street frontage.

Furthermore, the submitted justification letter indicates, “Item #2 proposes to add a new subsection to allow entry portal features within new construction in SF3 residential districts. As Summerlin focuses all of its remaining development solely in Summerlin West, there is a growing need to provide additional diversity within our residential product offerings. The purpose of the entry portal is to make the location of the homes entry clearly identifiable since the front door is not visible from the street. The entry portal is intended to be more architecturally compatible with the house than a typical side yard gate in a concrete block return wall. However, since it replaces a traditional side yard gate and return wall, a zero-foot setback is requested.”

Staff has determined that this proposed development standard is not consistent with the intent of the single family residence design principles. This development standard can create a scenario where the front façade of the single family residences will appear to be connected by the entry portal as the development standard does not require the side of the entry portal to alternate from home to home; which will creating the illusion of there being one large connected structure from the street frontage. Secondly, since the entry portals are proposed to be placed zero feet from the property line, water that drains from the roof of the entry portal may drain onto the adjacent property. Also, any water gutter attached to the entry portal roofline may encroach into the adjacent property, which will create a negative impact to the adjacent residential property.

FINDINGS – MAJOR MODIFICATION

Staff finds that the proposed Major Modification is not consistent with single family residence design principles and corner side yard setback development standards found throughout the rest of the City. Therefore, staff recommends denial of this Major Modification request.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/27/97	The City Council approved a Development Agreement (DA-0001-96) for the development of the Summerlin Planned Community west of the 215 Beltway between Charleston Boulevard and Cheyenne Avenue. The Planning Commission and staff recommended approval. The agreement was adopted as Ordinance 4069 on 02/24/97 and was recorded 11/21/97. This document included the General Development Plan for Summerlin West.
01/27/97	The City Council approved a Rezoning (Z-0119-96) from N-U (Non-Urban) to P-C (Planned Community) on 8,318 acres along the west side of Clark County 215, between Charleston Boulevard and Lake Mead Boulevard. The Planning Commission and staff recommended approval.
09/15/04	The City Council approved a revised Summerlin Development Standards document (DIR-3934), which is still in effect.
02/06/18	A four-lot Parcel Map (PMP-72276) on 5,055.08 acres generally located at the southwest corner of Lake Mead Boulevard and Clark County 215 was recorded.
05/01/18	A four-lot Parcel Map (PMP-72289) on 5,053.24 acres generally located at the southwest corner of Lake Mead Boulevard and Clark County 215 was recorded. The proposed Village 22 area is shown as Lot 2.
05/16/18	The City Council approved a proposed revision (MDR-72841) to the General Development Plan for the undeveloped portions of Summerlin West on 5,054.53 acres at the northwest corner of Far Hills Avenue and Clark County 215. The Planning Commission and staff recommended approval.
05/16/18	The City Council approved a Development Plan Review (MDR-72778) for Summerlin Village 21 on 321.00 acres at the northwest corner of Far Hills Avenue and Clark County 215. The Planning Commission and staff recommended approval.
05/16/18	The City Council approved a Development Plan Review (MDR-72778) for Summerlin Village 24A on 102.56 acres at the northwest corner of Alta Drive and Sky Vista Drive. The Planning Commission and staff recommended approval.
07/18/18	The City Council approved a two-year review (DIR-73621) of the Development Agreement for Summerlin West. Staff recommended approval of the request.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/17/18	The City Council approved a request for a Development Plan Review (MDR-73901) for Summerlin Village 22 on 446.69 acres at the southwest corner of Lake Mead Boulevard and Clark County 215. The Planning Commission and staff recommended approval of the request.
03/05/20	A Parcel Map (PMP-78534) was submitted for a four-lot parcel map (Villages 27, 29, 30A) on 3,642 acres west of Sky Vista Drive and Far Hills Avenue. The map has not recorded.
05/20/20	The City Council approved a request for a for a Major Modification (MOD-78461) of the approved Summerlin Master Development Plan to add the Summerlin AA (Active Adult), Setback and Wall/Fence development standards to the Summerlin development standards manual. The Planning Commission and Staff recommended approval of the request.
	The City Council approved a request for a Development Plan Review (MDR-78464) for Summerlin Village 27 on 571.67 acres on the north side of Lake Mead Boulevard alignment, 740 feet west of Reverence Parkway. The Planning Commission and Staff recommended approval of the request.
12/15/20	The Department of Planning approved a request for a Minor Modification (20-0319-MOD1) to remove parcel "N" from the Summerlin West Village 27 Development Plan on 551.17 acres on the north side of Lake Mead Boulevard alignment, 740 feet west of Reverence Parkway.
02/09/21	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project request for a Major Modification of the approved Summerlin Development Standards TO MODIFY THE GENERAL RESIDENTIAL SETBACK STANDARDS (APNs Multiple), P-C (Planned Community) Zone, Ward 2 (Seaman) and Ward 4 (Anthony).

Related Building Permits/Business Licenses
There are no Building Permits or Business Licenses associated with the subject site.

Pre-Application Meeting
At the discretion of the Deputy Director of Planning a formal pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Master and Neighborhood Plan Areas	***Compliance***
Summerlin Development Agreement	Y
Special Area and Overlay Districts	***Compliance***
P-C (Planned Community) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use

Case #	
Total Fee	
Date Received	
Received By	

20-0378 12/23/2020

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Major Modification for Wall Height - Summerlin West Development Standards

Project Address (Location) Summerlin West

Project Name Major Modification General Residential Setback Standard **Proposed Use**

Assessor's Parcel #(s) **Ward #**

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information

PROPERTY OWNER Howard Hughes Company, LLC

Address 10845 Griffith Peak Drive, #160 State NV Zip 89135

E-mail vincent.esposito@howardhughes.com Phone 702.791.

APPLICANT GCW, Inc. / Jennifer Veras

Address 1555 S. Rainbow Boulevard State NV Zip 89146

E-mail jveras@gcwengineering.com Phone 702.804.2096

REPRESENTATIVE GCW, Inc. / Jennifer Veras

Address 1555 S. Rainbow Boulevard State NV Zip 89146

E-mail jveras@gcwengineering.com Phone 702.804.2096

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 Kevin T. Orrock

REBECCA MISTY ABASTA
NOTARY PUBLIC - STATE OF NEVADA
My Commission Expires: 12-10-2020
Certificate No: 17-4216-1

Subscribed and sworn before me

This 4 day of December 20 20

Rebecca Misty Abasta

Notary Public in and for said County and State

PROPERTY DEVELOPMENT STANDARDS

These standards are designed to ensure that development within the Summerlin Planned Community will produce an environment of stable, desirable character which is harmonious with existing and future development and is consistent with the intent and purpose of the PC zoning district and the Las Vegas General Plan.

SETBACKS

1. DESIGN CONSIDERATIONS

a. When a residential use occurs within a typically non-residential district, the more restrictive setback shall apply.

b. If any setback criteria in these standards conflict with requirements of the Uniform Building Code (IBC), the requirements of the IBC shall prevail.

2. GENERAL RESIDENTIAL SETBACK STANDARDS

a. Minimum residential district setbacks are outlined in Table 2.2. More restrictive setbacks may be established through Summerlin Community Design Criteria prepared by the Master Developer.

b. Setbacks shall be measured from the exterior wall of a building or garage face to the setback line. The front ~~and corner~~ setback lines shall be the back of sidewalk, or back of curb if no sidewalk exists, or edge of pavement if no curb exists. Corner setback lines shall be the back of curb or edge of pavement if no curb exists.

c. Driveway length shall be 18 feet minimum beyond the setback line to allow vehicles to park completely outside the vehicular or pedestrian travel corridor, or 5 feet or less to prevent a vehicle from parking in the driveway. A setback less than 18 feet is allowed for side loaded garages so long as 18 feet of full width driveway is provided between the setback line and garage face.

d. Bay windows, architectural appendages, fireplaces, cabinets designed to screen utility meters and similar architectural features may encroach no more than 2 feet into the setback limit, provided they remain at least 3 feet from the side property lines and 10 feet from the front property line, and do not increase the living space within the home at the floor line. The maximum width of such structures shall not exceed 13 feet.

e. Roof overhangs, cornices, and similar architectural features may encroach no more than 2 feet into the setback limit provided they remain at least 3 feet from the property line.

20-0378
12/23/2020

f. Balconies must maintain the setback required for the structure to which they are attached and may not extend into the required setback area except on lots which adjoin a golf course, park area, common open space, or similar open space, in which case the balcony may overhang into the setback area toward the open space a distance equal to 50% of the required setback, but shall, in no case, be less than 5 feet from the property line.

g. Fire escapes may encroach no more than 6 feet into the setback limit provided they remain at least 3 feet from the property line. Fire escapes are allowed in the side or rear yards only.

h. Detached accessory structures including cabanas, poolhouses, gazebos, carports and storage structures may be located in the side or rear yard area. Such accessory structures must be located at least 5 feet from the property line and maintain a minimum separation of 6 feet from the principal dwelling. Detached accessory structures shall not be permitted in the front yard except garages, as an ancillary use, and guest houses/casitas, as permitted in the Specific Land Use Standards. Garages as an ancillary use shall comply with the standards for guest houses/casitas on Page 2-17 and 2-18.

i. Guest houses/casitas shall comply with the setback and height standards set forth on Page 2-17 and 2-18.

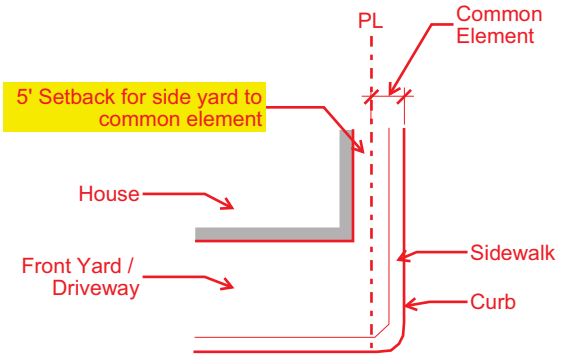
j. Attached patio covers, awnings, carports, trellises and similar structures may encroach no more than 2 feet into the front setback and may encroach into the side and rear setbacks provided they remain at least 5 feet from the property line. These setbacks are measured from the supporting posts, however, overhangs may extend up to 3 feet from a property line. Such structures must remain open without the use of siding, screens or other enclosures. Enclosed structures must conform to the setback standards for the principal dwelling.

k. Pools shall only be permitted in the side or rear yard areas. Swimming pools shall maintain a minimum setback of 3 feet from all property lines. Any setback, if required, from the dwelling or other buildings on the same site shall be determined by the City Department of Planning and Development.

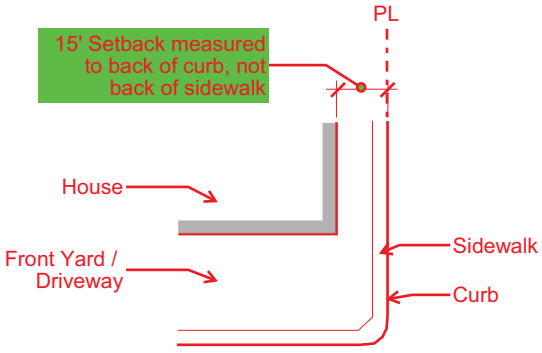
l. Courtyard walls up to 42'' in height may exist within the front and corner side yard setbacks so long as they remain a minimum of 4 feet from the property line.

m. Entry portals are permitted within side yard setbacks for homes that gain access to the front door via the side yard in SF3 residential districts. The entry portals may be built with a zero-foot setback so long as they are not enclosed and remain no greater than 4 feet in depth and 11 feet in height at the property line. They are only permitted as part of original construction.

20-0378
12/23/2020



Corner Setback Diagram #1 (with common element)



Corner Setback Diagram #2 (without common element)

4. PRODUCT DEFINITION AND STANDARDS

Land Use District	Unit Type	Setbacks
(SF3) Single Family Detached	Single Family Residential	Front: 18 Feet (See Notes 1 & 2) Side: 5 Feet Rear: 15 Feet Corner: 15 Feet
(SFSD) Single Family Special Lot Development	Specialty Single Family (Auto Court, Paseo Cluster, Alley Loaded, Zero Lot Line, Townhomes and Rowhomes)	Refer to Special Lot Development Standards
(MF1) Low Density Multi-Family	Multi-Family (Condominiums, Stacked Flats)	20 Feet from the exterior property lines of the development and 10 feet between buildings

20-0378
01/25/2021

Howard Hughes

December 18, 2020

Mr. Peter Lowenstein, AICP
Deputy Planning Director
City of Las Vegas Planning Department
495 S. Main St.
Las Vegas, NV 89101

Re: Justification for Major Modification to the Summerlin Development Standards

Dear Peter:

On behalf of the Howard Hughes Corporation (HHC), I am requesting the following major modification to the Summerlin Development Standards, dated September 15, 2004.

1. Page 2-21, General Residential Setback Standards, subsection 'b':
   Remove *"and corner"* from the second sentence.
   Add the sentence "*Corner setback lines shall be the back of curb or edge of pavement if no curb exists."*

2. Page 2-22, General Residential Setback Standards, add subsection 'm':
   "Entry portals are permitted within side yard setbacks for homes that gain access to the front door via the side yard in SF3 residential districts. The entry portals may be built with a zero-foot setback so long as they are not enclosed and remain no greater than 4 feet in depth and 11 feet in height at the property line. They are only permitted as part of original construction."

The intent of item 1 is to revise the language in the Development Standards so that it aligns with the way in which the Summerlin Design Review Committee (SDRC) has enforced corner setbacks. The SDRC has consistently required corner setbacks to be measured from back of curb, whether or not a sidewalk exists. This modification will align the Development Standards with SDRC's village design criteria and eliminate the need for future deviations.

Item 2 proposes to add a new subsection to allow entry portal features within new construction in SF3 residential districts. As Summerlin focuses all of its remaining development solely in Summerlin West, there is a growing need to provide additional diversity within our residential product offerings. To meet this need, HHC has encouraged its builders to create residential products that do not conflict with those found in other new Summerlin West neighborhoods. One such example of a unique product offering involves floor plans in which front door access is gained through the side yard. This is a common design elsewhere in the Las Vegas Valley, however, it is HHC's desire to enhance the appearance of these types of homes by allowing an entry portal. The purpose of the entry portal is to make the location of the home's

20-0378
12/23/2020

entry clearly identifiable since the front door is not visible from the street. The entry portal is intended to be more architecturally compatible with the house than a typical side yard gate in a concrete block return wall. However, since it replaces a traditional side yard gate and return wall, a zero-foot setback is requested.

By allowing entry portals only as part of original construction, HHC and the City of Las Vegas may ensure that they are proposed, designed, and installed in the best manner possible. Also, by restricting entry portals to SF3 residential districts, it will provide an additional useful differentiation between it and SF2.

This modification will update the Summerlin Development Standards to meet the needs of current residential development while upholding Summerlin's commitment to both aesthetics and home buyers.

Please contact me if you require any additional information. Thank you for your time and consideration.

Sincerely,

Vincent Esposito, AIA
Director, Current Planning

cc: Eric McCammond
Brian Walsh
Julie Cleaver

20-0378
12/23/2020

Howard Hughes.

December 18, 2020

Mr. Peter Lowenstein, AICP
Deputy Planning Director
City of Las Vegas Planning Department
495 S. Main St.
Las Vegas, NV 89101

Re: Summerlin Design Review Committee (SDRC) Approval for a Major Modification to the Summerlin Development Standards

Dear Peter:

The Summerlin Design Review Committee (SDRC) has reviewed and approved the proposed revision to the Summerlin Development Standards.

1. Page 2-21, General Residential Setback Standards, subsection 'b':
   Remove *"and corner"* from the second sentence.
   Add the sentence "*Corner setback lines shall be the back of curb or edge of pavement if no curb exists."*

2. Page 2-22, General Residential Setback Standards, add subsection 'm':
   "Entry portals are permitted within side yard setbacks for homes that gain access to the front door via the side yard in SF3 residential districts. The entry portals may be built with a zero-foot setback so long as they are not enclosed and remain no greater than 4 feet in depth and 11 feet in height at the property line. They are only permitted as part of original construction."

Please contact me if you require any additional information.

Sincerely,

Vincent Esposito, AIA
Director, Current Planning

20-0378
01/13/2021

PROPERTY DEVELOPMENT STANDARDS

These standards are designed to ensure that development within the Summerlin Planned Community will produce an environment of stable, desirable character which is harmonious with existing and future development and is consistent with the intent and purpose of the PC zoning district and the Las Vegas General Plan.

SETBACKS

1. DESIGN CONSIDERATIONS

a. When a residential use occurs within a typically non-residential district, the more restrictive setback shall apply.

b. If any setback criteria in these standards conflict with requirements of the Uniform Building Code (IBC), the requirements of the IBC shall prevail.

2. GENERAL RESIDENTIAL SETBACK STANDARDS

a. Minimum residential district setbacks are outlined in Table 2.2. More restrictive setbacks may be established through Summerlin Community Design Criteria prepared by the Master Developer.

b. Setbacks shall be measured from the exterior wall of a building or garage face to the setback line. The front ~~and corner~~ setback lines shall be the back of sidewalk, or back of curb if no sidewalk exists, or edge of pavement if no curb exists. Corner setback lines shall be the property line.

c. Driveway length shall be 18 feet minimum beyond the setback line to allow vehicles to park completely outside the vehicular or pedestrian travel corridor, or 5 feet or less to prevent a vehicle from parking in the driveway. A setback less than 18 feet is allowed for side loaded garages so long as 18 feet of full width driveway is provided between the setback line and garage face.

d. Bay windows, architectural appendages, fireplaces, cabinets designed to screen utility meters and similar architectural features may encroach no more than 2 feet into the setback limit, provided they remain at least 3 feet from the side property lines and 10 feet from the front property line, and do not increase the living space within the home at the floor line. The maximum width of such structures shall not exceed 13 feet.

e. Roof overhangs, cornices, and similar architectural features may encroach no more than 2 feet into the setback limit provided they remain at least 3 feet from the property line.

20-0378
03/15/2021

AGENDA ITEM #47
03.17.21 CC

f. Balconies must maintain the setback required for the structure to which they are attached and may not extend into the required setback area except on lots which adjoin a golf course, park area, common open space, or similar open space, in which case the balcony may overhang into the setback area toward the open space a distance equal to 50% of the required setback, but shall, in no case, be less than 5 feet from the property line.

g. Fire escapes may encroach no more than 6 feet into the setback limit provided they remain at least 3 feet from the property line. Fire escapes are allowed in the side or rear yards only.

h. Detached accessory structures including cabanas, poolhouses, gazebos, carports and storage structures may be located in the side or rear yard area. Such accessory structures must be located at least 5 feet from the property line and maintain a minimum separation of 6 feet from the principal dwelling. Detached accessory structures shall not be permitted in the front yard except garages, as an ancillary use, and guest houses/casitas, as permitted in the Specific Land Use Standards. Garages as an ancillary use shall comply with the standards for guest houses/casitas on Page 2-17 and 2-18.

i. Guest houses/casitas shall comply with the setback and height standards set forth on Page 2-17 and 2-18.

j. Attached patio covers, awnings, carports, trellises and similar structures may encroach no more than 2 feet into the front setback and may encroach into the side and rear setbacks provided they remain at least 5 feet from the property line. These setbacks are measured from the supporting posts, however, overhangs may extend up to 3 feet from a property line. Such structures must remain open without the use of siding, screens or other enclosures. Enclosed structures must conform to the setback standards for the principal dwelling.

k. Pools shall only be permitted in the side or rear yard areas. Swimming pools shall maintain a minimum setback of 3 feet from all property lines. Any setback, if required, from the dwelling or other buildings on the same site shall be determined by the City Department of Planning and Development.

l. Courtyard walls up to 42" in height may exist within the front and corner side yard setbacks so long as they remain a minimum of 4 feet from the property line.

m. Entry portals are permitted within side yard setbacks for homes that gain access to the front door via the side yard in SF3 residential districts. The entry portals may be built with a zero-foot setback so long as they are not enclosed and remain no greater than 4 feet in depth and 11 feet in height at the property line. They are only permitted as part of original construction.

20-0378
03/15/2021

AGENDA ITEM #47
03.17.21 CC

Neighboring properties cannot both have entry portals along the same shared property line. All roof drainage from entry portal must be contained within the same lot. Gutters and other roof drainage appurtenances must not encroach into neighboring property.

20-0378
03/15/2021

AGENDA ITEM #47
03.17.21 CC

20-0378-MOD

PROPOSED REVISED LANGUAGE

Entry portals are permitted within side yard setbacks for homes that gain access to the front door via the side yard in SF3 residential districts. The entry portals may be built with a zero-foot setback so long as they are not enclosed and remain no greater than 4 feet in depth and 11 feet in height at the property line. They are only permitted as part of original construction. Neighboring properties cannot both have entry portals along the same shared property line. All roof drainage from entry portal must be contained within the same lot. Gutters and other roof drainage appurtenances must not encroach into neighboring property.

Submitted at City Council
Date 3/17/21 Item 47
By: Stephanie allen

AGENDA SUMMARY PAGE
City Council
Meeting of: March 17, 2021

Agenda Item No.:
48

DEPARTMENT: Youth Development & Social Innovation **DISCUSSION**
DIRECTOR: Tammy Malich

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by School Associate Superintendents on the current educational operations in schools within the Clark County School District (CCSD) in the City of Las Vegas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Clark County School District Act (AB469) requires the School Associate Superintendent to provide a report in person, not less than quarterly, to the governing body of each city and county. The presentation on various CCSD matters will be made by Lorna James-Cervantes and Dr. Samuel P. Scavella, School Associate Superintendents.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. March 2021 CCSD Presentation
2. CCSD 2021 State Legislative Platform
3. Enrollment & Chronic Absenteeism By Year and LV Ward
4. Submitted at Meeting - PowerPoint Presentation and CCSD Enrollment Spreadsheet Submitted by Staff



QUARTERLY MUNICIPALITY REPORT

Las Vegas City Council Meeting

March 17, 2021

Lorna James-Cervantes, School Associate Superintendent

CCSD
CLARK COUNTY
SCHOOL DISTRICT

MOVING TOWARD REOPENING OUR SCHOOLS

Full-Time Distance Education

Hybrid Instructional Model for Pre-K through Grade 3

Hybrid Instructional Model for Grades 6, 9, and 12

Hybrid Instructional Model Grades 7, 8, 10, and 11

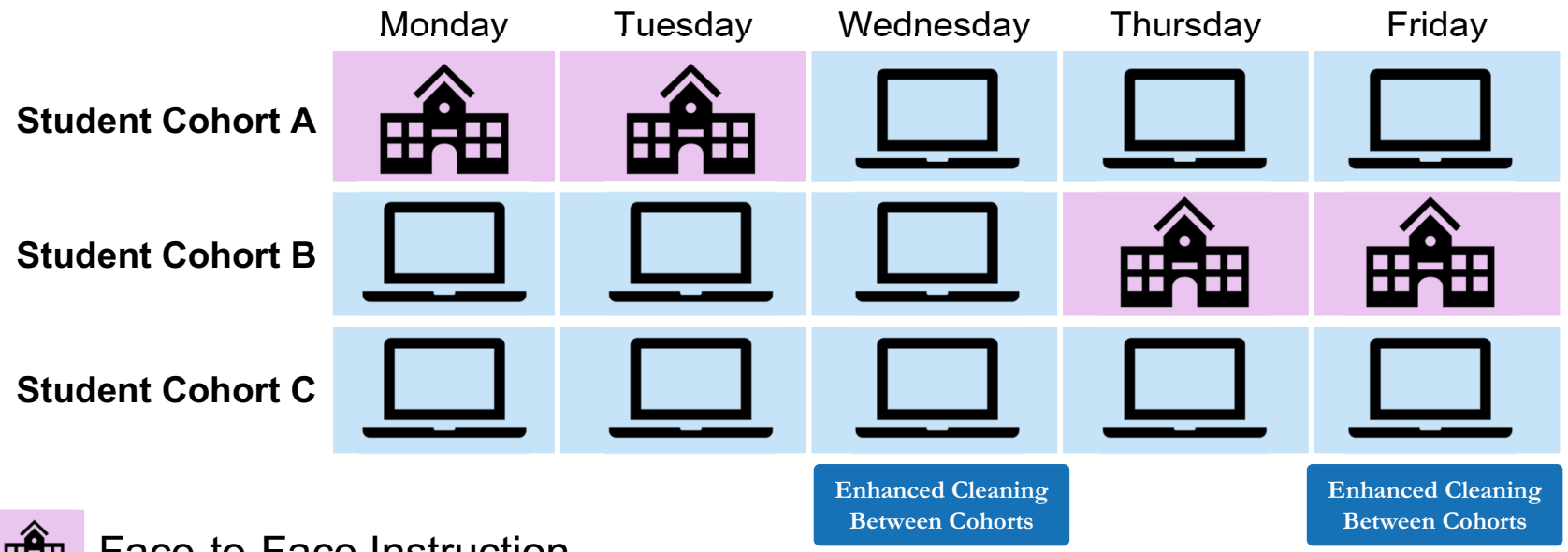
Face-to-Face Instruction for Pre-K through Grade 5 (5 Days a Week)



CCSD Opening Timeline

- March 1, 2021 - All Pre-Kindergarten through Grade 3 students can return to face-to-face instruction under the hybrid instructional model
- March 22, 2021 - Grades 6, 9, and 12 can return to face-to-face instruction under the hybrid instructional model
- April 6, 2021 - Grades 7, 8, 10, and 11 can return to face-to-face instruction under the hybrid instructional model
- April 6, 2021 - Pre-Kindergarten through Grade 5 can return to five days a week face-to-face instruction

HYBRID INSTRUCTIONAL MODEL





CLOSING COMMENTS AND QUESTIONS

CCSD

CLARK COUNTY

SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES

Linda P. Cavazos, President
Irene A. Cepeda, Vice President
Evelyn Garcia Morales, Clerk
Lola Brooks, Member
Danielle Ford, Member
Lisa Guzmán, Member
Katie Williams, Member

Jesus F. Jara, Ed.D., Superintendent

CCSD
CLARK COUNTY
SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES
2021 STATE LEGISLATIVE PLATFORM

VISION: All students progress in school and graduate prepared to succeed and contribute in a diverse global society.

CCSD Bill Draft Requests:

Internet Connectivity

- Proposed legislation would create the Nevada K-16 Connectivity and Innovation Advisory Commission to connect all Nevada's K-12 schools, technical colleges, institutions of higher education, public libraries, and community and recreational centers throughout the state.

Prioritizing Staff Efficiency

- Proposed legislation would seek to remove unfunded mandates, duplicative reports, and other requirements that take away from the classroom.
- Examples include: State mandated tests, body mass index testing, remove requirement for amended final budget and adjust timeline.

Other Priorities Include:

School Funding

- Preserve the weighted funding formula and ensure proper weights are described by the Commission on School Funding, including adequacy targets (English Language Learners, Special Education, Gifted and Talented Education)
- Provide schools certainty in their budget preparation process by ensuring dollars are directly appropriated to the District by the end of the legislative session, while also allowing the District to leverage its size to purchase goods and services, to improve student learning conditions
- Support the restoration of school trust lands so the funds generated from lands can benefit public education as originally intended by Congress
- Address the inequities presented by Assembly Bill 469 (2017) to ensure all students have an equal opportunity and access to rigorous instruction
- Oppose all unfunded mandates

School Safety and Mental Health

- Support all measures to ensure districts have additional funding to improve school safety
- Ensure restorative practice models address anti-social student behavior, protect and support victims, and reduce loss of instructional time
- Work closely with the State to find creative ways to increase, recruit, and retain more school counselors, school social workers, school psychologists, student success advocates, and mental health specialists
- Support the allocation of funding to increase professional learning to plan and implement interventions for students experiencing trauma and other mental health challenges, as well as programs that emphasize suicide prevention and training for students and employees

Improved Learning Environments

- Preserve current funding and authorize an additional 25-year period for general obligation bonds for capital improvements in order to provide more dollars to fund new schools, as well as provide a revenue stream for preventative and deferred maintenance of buildings
- Support efforts for the State to provide additional dollars to reduce class sizes
- Work to ensure that all students have access to a properly vetted, high quality curriculum
- Collaborate with the State to invest in digital learning and workforce development, while ensuring for alignment in attendance and seat-time requirements for blended learning
- Support efforts to expand the access of broadband connectivity for our underserved communities to address inequities
- Provide additional dollars and support for the professional learning of all teachers, support professionals, and administrators to assist them in providing engaging, innovative, standards-based instruction to all students, in every classroom, whether traditional, online, or through a blended learning model
- Support efforts to expand dual credit opportunities (e.g., Advanced Placement, International Baccalaureate, and Career and Technical Education) for all current high school students to earn college credits
- Teacher Pipeline and Retention Efforts
    - Identify opportunities to address and diversify the teacher pipeline through secondary teacher preparation programs, “grow your own” teacher options, Alternative Routes to Licensure, and national recruitment strategies especially for high need areas
    - Support efforts to ensure every child is taught by a licensed teaching professional, while also providing proper supports for first-year teachers
    - Continue providing incentives for teachers at Title I schools while also modifying timelines for disbursements to align with the District’s hiring season
    - Support the recommendations of the Superintendent’s Teacher Recruitment and Retention Advisory Committee to address classroom teacher recruitment and retention efforts
    - Review state licensing process and streamline the state licensure reciprocity process for all educators transferring from another state and moving to Nevada, as well as the potential of blended learning models allowing educators to teach from outside of Nevada
- Address remediation so students are both college and career ready
- Support a continued investment by the State to grow the number of Pre-Kindergarten classes so all children have access regardless of their social status or geographic location
- Reduce reporting requirements for educators so they can focus on student achievement
- Protect employee confidentiality through the implementation of whistleblower protections
- Support Vegas PBS’ efforts to increase funding educational services and digital technology enhancements and upgrades

Las Vegas City Council Ward	Ethnicity Code	Official Enrollment for 2019-2020	Official Enrollment for 2020-2021	Change	Ethnicity
1	A	1,186	1,167	-1.60%	Asian
2	A	1,029	1,003	-2.53%	Asian
3	A	418	392	-6.22%	Asian
4	A	503	468	-6.96%	Asian
5	A	455	429	-5.71%	Asian
6	A	1,094	1,049	-4.11%	Asian
1	B	2,517	2,539	0.87%	Black/African American
2	B	901	934	3.66%	Black/African American
3	B	2,430	2,298	-5.43%	Black/African American
4	B	1,913	1,907	-0.31%	Black/African American
5	B	3,922	3,706	-5.51%	Black/African American
6	B	2,956	2,943	-0.44%	Black/African American
1	C	2,324	2,024	-12.91%	White
2	C	4,856	4,385	-9.70%	White
3	C	1,841	1,721	-6.52%	White
4	C	3,690	3,232	-12.41%	White
5	C	1,721	1,488	-13.54%	White
6	C	9,006	8,452	-6.15%	White
1	H	9,538	9,355	-1.92%	Hispanic/Latino
2	H	2,806	2,767	-1.39%	Hispanic/Latino
3	H	13,905	13,116	-5.67%	Hispanic/Latino
4	H	4,551	4,376	-3.85%	Hispanic/Latino
5	H	11,172	10,869	-2.71%	Hispanic/Latino
6	H	6,115	6,286	2.80%	Hispanic/Latino
1	I	60	51	-15.00%	American Indian/Alaskan Native
2	I	27	28	3.70%	American Indian/Alaskan Native
3	I	49	57	16.33%	American Indian/Alaskan Native
4	I	49	49	0.00%	American Indian/Alaskan Native
5	I	47	40	-14.89%	American Indian/Alaskan Native
6	I	70	66	-5.71%	American Indian/Alaskan Native

1	M	983	971	-1.22%	2 or More Races
2	M	1,032	1,005	-2.62%	2 or More Races
3	M	658	647	-1.67%	2 or More Races
4	M	1,013	994	-1.88%	2 or More Races
5	M	763	791	3.67%	2 or More Races
6	M	2,014	2,045	1.54%	2 or More Races
1	P	272	257	-5.51%	Native Hawaiian or Other Pacific Islander
2	P	147	153	4.08%	Native Hawaiian or Other Pacific Islander
3	P	114	117	2.63%	Native Hawaiian or Other Pacific Islander
4	P	198	190	-4.04%	Native Hawaiian or Other Pacific Islander
5	P	165	159	-3.64%	Native Hawaiian or Other Pacific Islander
6	P	362	359	-0.83%	Native Hawaiian or Other Pacific Islander



QUARTERLY MUNICIPALITY REPORT

Las Vegas City Council Meeting

March 17, 2021

Lorna James-Cervantes, School Associate Superintendent

CCSD
CLARK COUNTY
SCHOOL DISTRICT

Submitted at City Council
Date: 3/17/2021 Item 48

MOVING TOWARD REOPENING OUR SCHOOLS

Full-Time Distance Education

Hybrid Instructional Model for Pre-K through Grade 3

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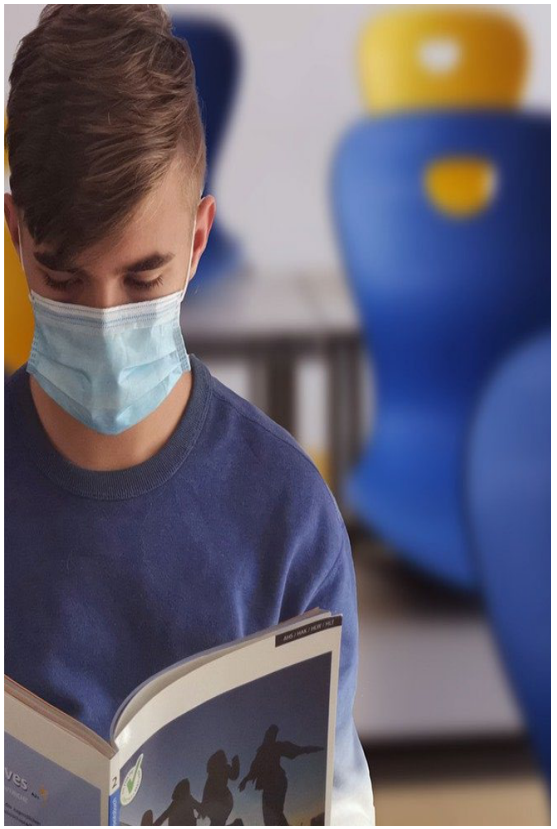

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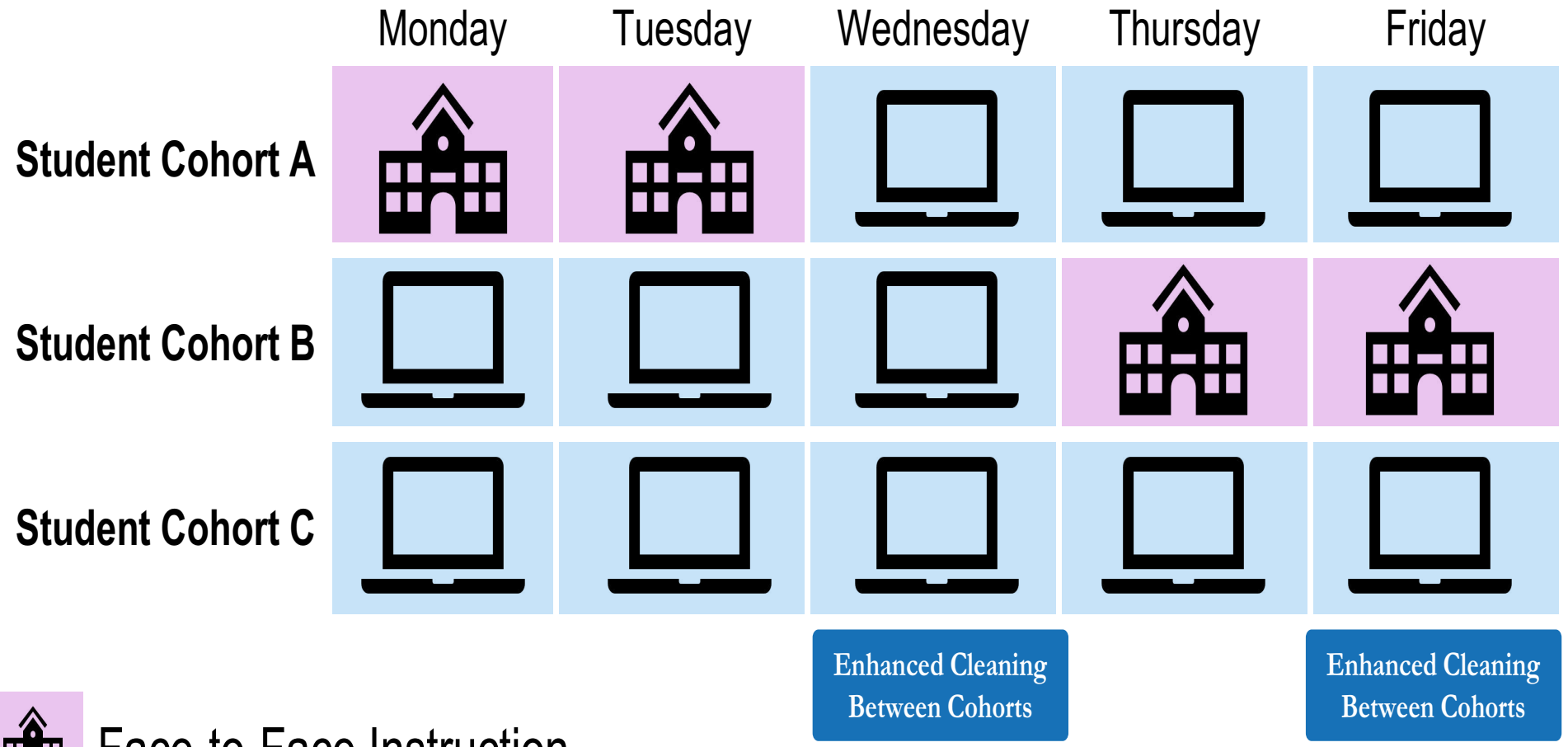



CLOSING COMMENTS AND QUESTIONS

CCSD

CLARK COUNTY

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Submitted at City Council
Date 3/17/21 Item 48
By: Staff

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AGENDA SUMMARY PAGE

City Council
Meeting of: March 17, 2021

Agenda Item No.:
49

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 17, 2021

Agenda Item No.:
50

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 17, 2021

Agenda Item No.:
51

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 17, 2021

Agenda Item No.:
52

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 6 Cleanup at Floyd Lamb Park, Movie in the Park - The Croods A New Age, Easter Celebration - Hop Thru Eggstravaganza, Women's History Month with Photos of Mayor Carolyn Goodman, Nevada Child Seekers Missing Juvenile Bulletins, Corridor of Hope Homeless Success Stories and Ward 6 Contact Information by Councilwoman Fiore; Flyers for Ward 2 Announcements, Small Business Saturdays, Pavilion Center Pool Grand Re-Opening Celebration, Art in the Park, 2021 Reading Week, 2021 WIN (Women in Need of Change) Court Graduation, Animal Foundation Pet Adoptions, Ward 2 Office Contact Information and Ward 2 Social Media Portals by Councilwoman Seaman; Flyers for Ward 5 Announcements, Project 150 Clothing Drive for High School Students, Easter Hop Thru Event, 7-Eleven and West Side Oasis Ribbon Cutting Events, Ward 5 Newsletter and Ward 5 Social Media Portals by Councilman Crear; Flyers for Ward 3 Announcements, Happy St. Patrick's Day!, Showboat Park Apartments Grand Opening, Upcoming Ward 3 Activities, World Poetry Day Celebration, Spaghetti Bowl Ramp Closure, Downtown Access Project Proposed Street Closures and Ward 3 Social Media Portals by Councilwoman Diaz; and Flyers for Reaching Out to Residents, Reopening Springs Preserve and Ward 1 Contact Information by Councilman Knudsen

Ward 6 Cleanup- Floyd Lamb Park



The Las Vegas City Council and

COUNCILWOMAN **MICHELE FIORE**



invite you to a

MOVIE IN THE PARK



FREE and open to the public!

FRIDAY, APRIL 2 • 7 P.M.

FREE popcorn & water while supplies last

Lawn seating: bring low chairs & blankets to be more comfortable

Food trucks will be on-site

Social distancing and other safety precautions will be taken.

Closed captioning for the deaf and hard of hearing

MOVIE BEGINS AT DUSK

CENTENNIAL HILLS PARK AMPHITHEATER

7701 N. Buffalo Drive at Deer Springs Way

For more information, call 702.229.5463

TTY 711

cityoflasvegas
lasvegasnevada.gov
#lvward6

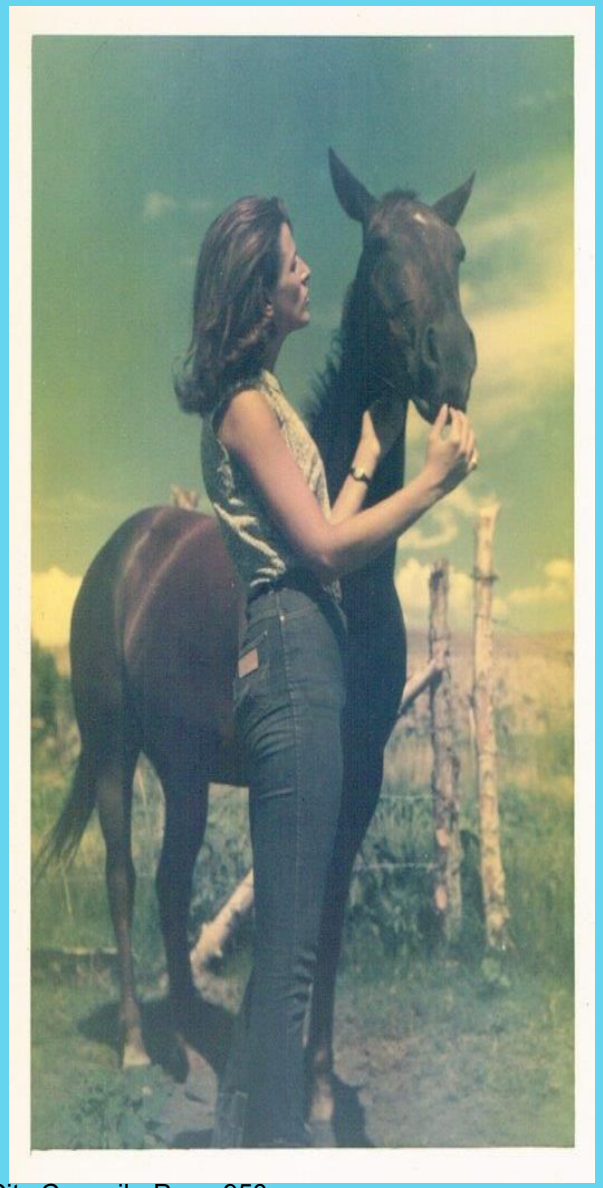
W6-5880-05-21


The Las Vegas City Council invites you to join
COUNCILWOMAN MICHELE FIORE
for our
Easter Celebration
Hop Thru Eggstravaganza
Saturday, April 3
10 a.m. - 2 p.m.
Floyd Lamb Park at Tule Springs
9200 Tule Springs Road
(Foreman's House - NW section of the park)
Hop on by to visit the Easter Bunny and receive a little treat.*
For more information, please call 702.229.5463.
*Temperature checks, social distancing and safety protocols will be in place.
TTY
CITY OF LAS VEGAS NEVADA
W6-3829-02-21

Mayor Carolyn Goodman







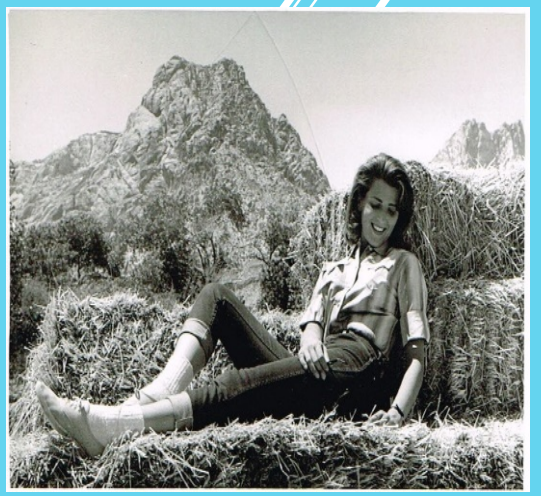












MISSING JUVENILE

Sent: 2021-03-16 @ 10:51 Case: 21-4452 Author: JH/NCS

NIC #

Last Name GARDNER

First Name FAITH

Nickname

Alias

Age 15

Gender FEMALE

Height 5'2

Weight 130

Eyes BROWN /HAZEL

Hair BROWN

Complexion

Race AFRICAN AMERICAN /CAUCASIAN

BirthDate

Last Contact 3/14/2021



Marks

CHILD WAS LAST SEEN IN THE AREA OF RENO, NV

IT IS UNKNOWN WHAT THE CHILD WAS LAST SEEN WEARING

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

RENO Police (775) 334-2175
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2021-03-16 @ 08:36 Case: 210300063662 Author: JH/NCS

NIC #

Last Name WHITT

First Name ALESIA

Nickname

Alias

Age 14

Gender FEMALE

Height 5'6

Weight 160

Eyes BROWN

Hair DARK BROWN

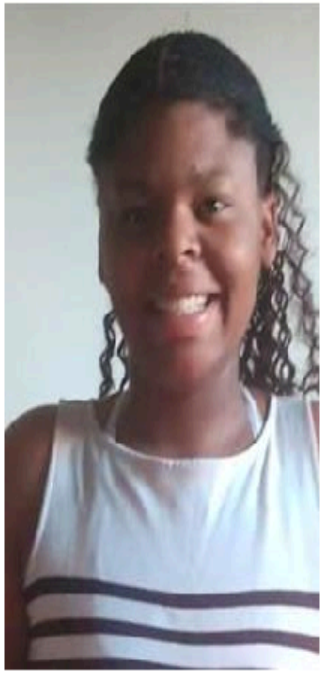
Complexion

Race AFRICAN AMERICAN

BirthDate

Last Contact 03/12/2021

Marks



CHILD WAS LAST SEEN IN THE AREA VEGAS VALLEY & MOUNTAIN VISTA (LAS VEGAS, NV)

ALESIA WAS LAST WEARING GREEN CARGO PANTS WITH A GREY ZIP UP SWEATER

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

Corridor of Hope





Councilwoman Michele Fiore

Email: ward6staff@lasvegasnevada.gov

Phone: 702-229-5463


City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
March 17, 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

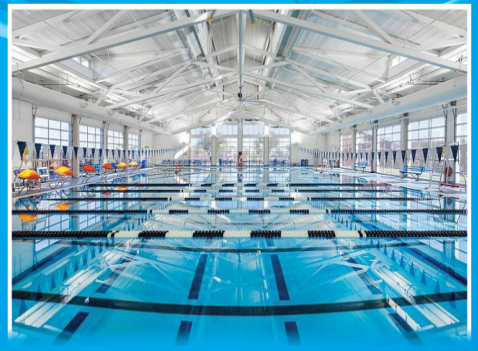
Councilwoman Victoria Seaman

invite you to the



PAVILION CENTER POOL

GRAND RE-OPENING CELEBRATION



Friday, April 2 • Noon - 2 p.m.

101 S. Pavilion Center Drive

Join us to celebrate the reopening of our newly replastered Pavilion Pool!

DJ and light refreshments provided.

TTY
7-1-1

For more information, please call 702.229.2420
or email Ward2@LasVegasNevada.GOV

cityoflasvegas
lasvegasnevada.gov

VictoriaDSeaman

W2-3888-03-21

WARD 2


The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to
Art in the Park
FREE ADMISSION!
Bruce Trent Park
8851 Vegas Drive
April 17 | 10 a.m.–4 p.m.
Come join the celebration
featuring many talented artists from
the Las Vegas area displaying their
original art work for you to purchase.
There will be fine food, drinks,
and jazz music for all to enjoy!
For more information, call 702.229.2420
or email Ward2@LasVegasNevada.GOV
cityoflasvegas
lasvegasnevada.gov
@VictoriaDSeaman
TTY
7-1-1

WARD 2

2021 Reading Week

Vegas Strong Academy

Veteran's Memorial Leisure Center



WARD 2

2021 WIN COURT GRADUATION

Congrats To

ANNALESHA
&
ASHLEY

Best of Luck
Moving
Forward



Animal Foundation Pet Adoptions

WARD 2



BANJO

ID # A1160622

Arrived: 3/1/2021

Male Neutered

Age: 6 Years

Weight: 89 lbs

Animal Foundation Pet Adoptions

WARD 2



FIONA

ID # A1157728

Arrived: 3/12/2021

Female Spayed

Age: 2 Years

Weight: 6 lbs

Animal Foundation Pet Adoptions

WARD 2



OLLIE

ID # A1160925

Arrived: 3/13/2021

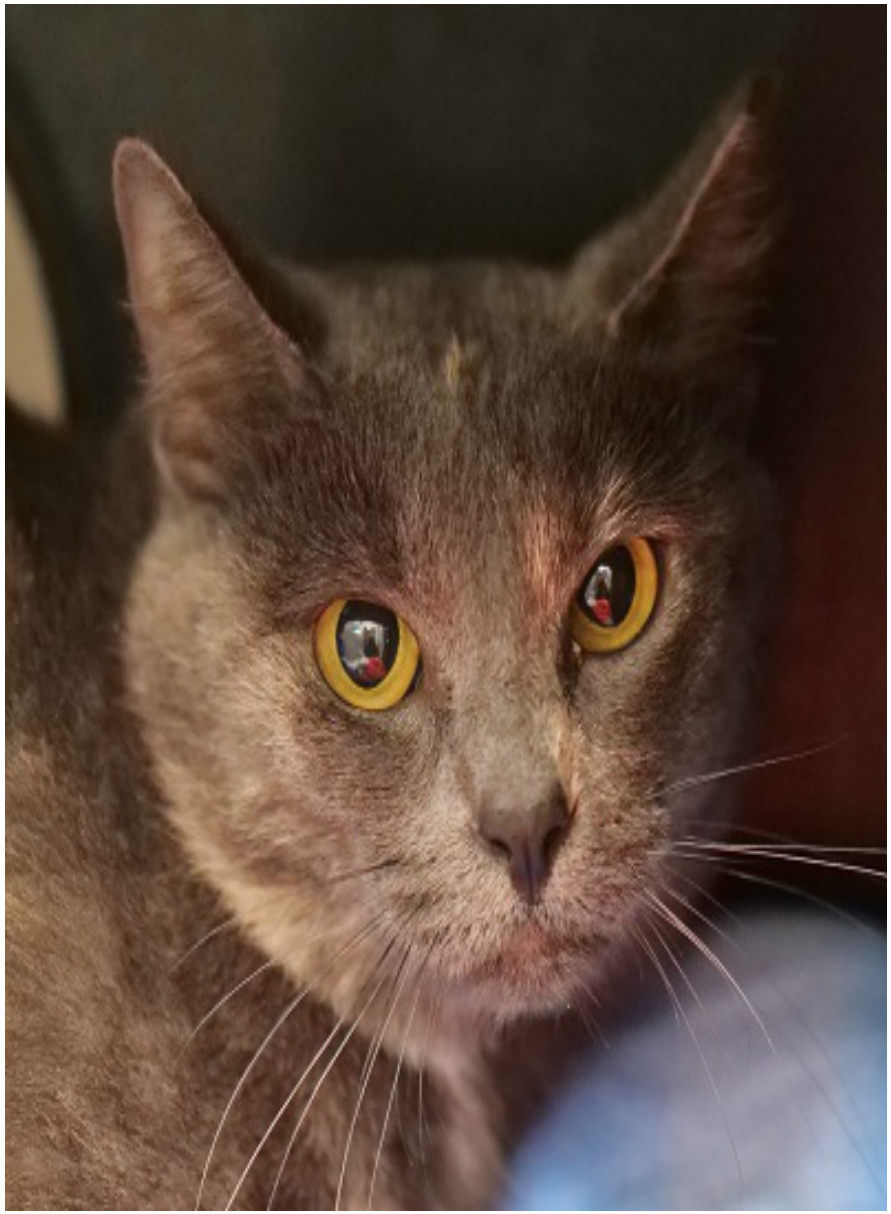
Male Neutered

Age: 8 Years

Weight: 67 lbs

Animal Foundation Pet Adoptions

WARD 2



HALEY

ID # A1161462

Arrived: 3/7/2021

Female Spayed

Age ? Year

Weight: 11 lbs

WARD 2

Animal Foundation Pet Adoptions

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:



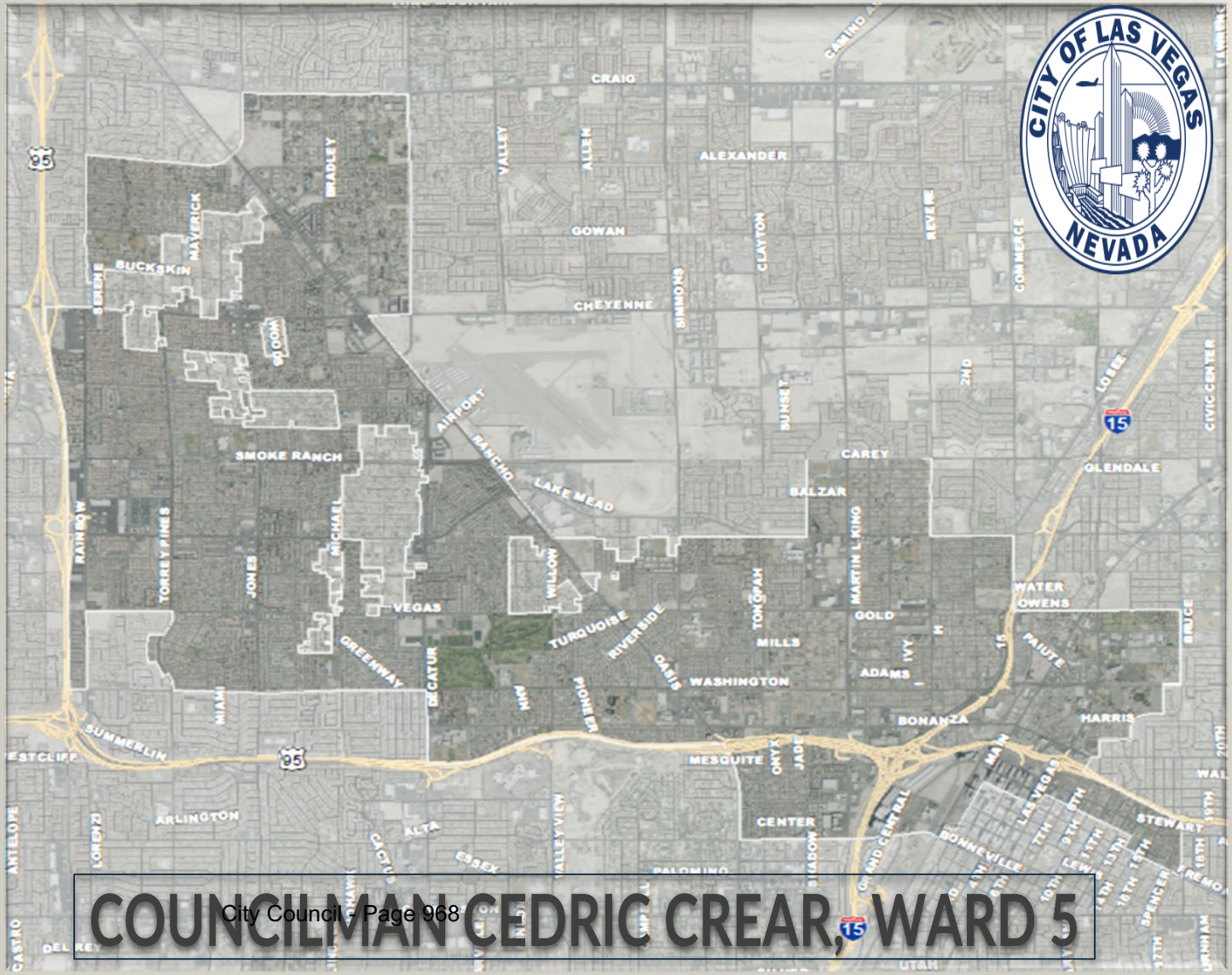
@VictoriaDSeaman



@VictoriaSeaman







COUNCILMAN CEDRIC CREAR, WARD 5

Project 150

Northwest Area Command
9850 W. Cheyenne Ave
9:00 am | 5:00 pm







PROJECT 150

High School Is Tough Enough

Providing free support and services to homeless, displaced, and disadvantaged high school students in Nevada since 2011.

CLOTHING DRIVE FOR HIGH SCHOOL STUDENTS

We are proud to partner with Project 150 to help provide high school aged kids with clothing and supplies they need to remain in school and build bright futures.

We are accepting NEW and "LIKE NEW" high school age appropriate clothing, shoes, and accessories. Drop off location and dates are below.

NORTHWEST AREA COMMAND
9850 W. CHEYENNE AVE. INSIDE THE LOBBY
HOURS 9:00AM - 5:00PM

For more information about the services Project 150 provides to the community, please visit their website. https://www.project150.org/

Follow and Like them on Social Media

THE LAS VEGAS CITY COUNCIL and
WARD 5
COUNCILMAN | CEDRIC CREAR



Easter Hop Thru Event

Children's Memorial Park
6601 West Gowan Road



Ward 5 Final Announcements



7-Eleven and West Side Oasis







Email Tanya Jackson-Renter

tjackson@lasvegasnevada.gov

Office: 702.229-5443



STAY CONNECTED

With Councilman Cedric Crear

Twitter: @cedriccrear
Instagram: Councilman Crear
Facebook: Councilman Cedric Crear



OLIVIA DÍAZ



COUNCILWOMAN - WARD 3


Happy
St. Patrick's
Day!

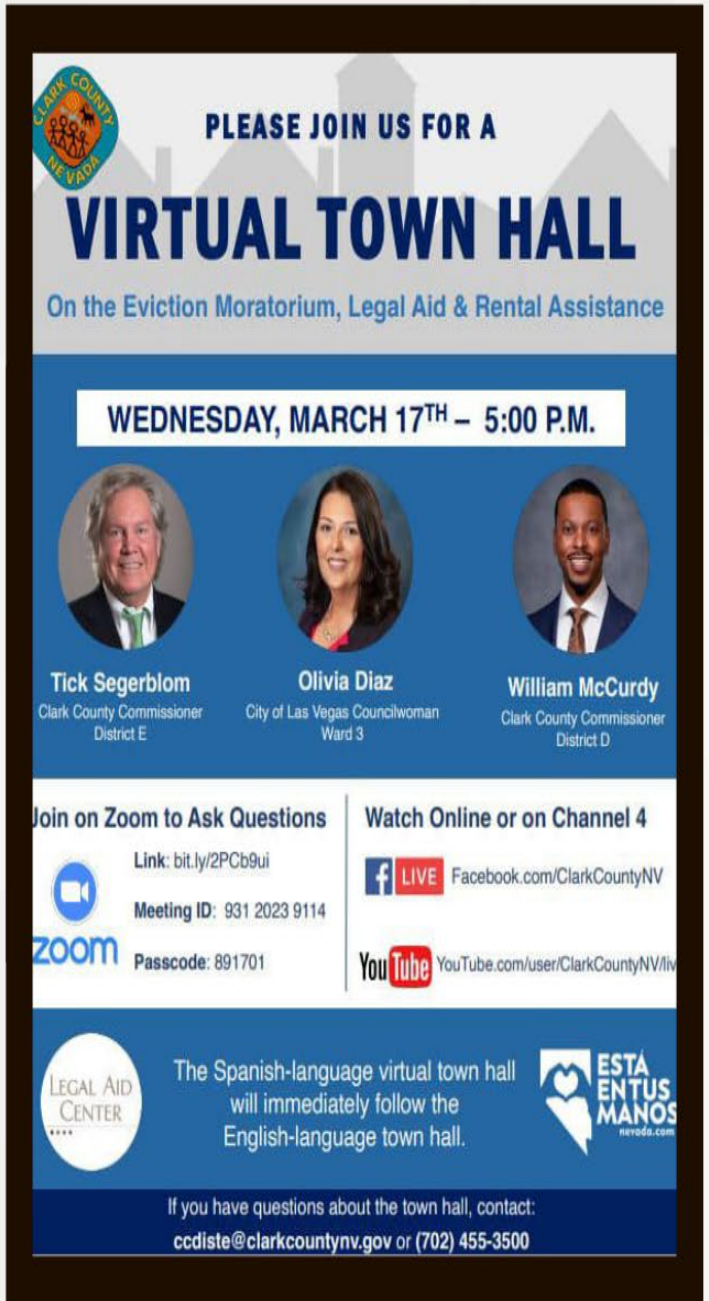
Showboat Park Apartments Grand Opening



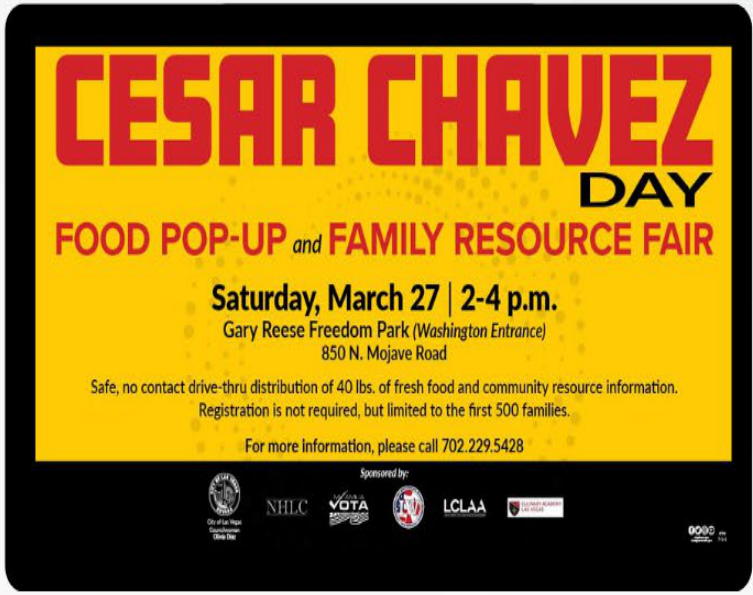


The newly constructed gated community features many resort-style amenities, including natural grass soccer field, basketball court, 10,000-square-foot clubhouse, expansive pool, yoga studio and state-of-the-art fitness center. Book a tour of a studio, 1-, 2-, or 3-bedroom apartment at www.showboatpark.com!

Upcoming Ward 3 Activities











You're invited to the:

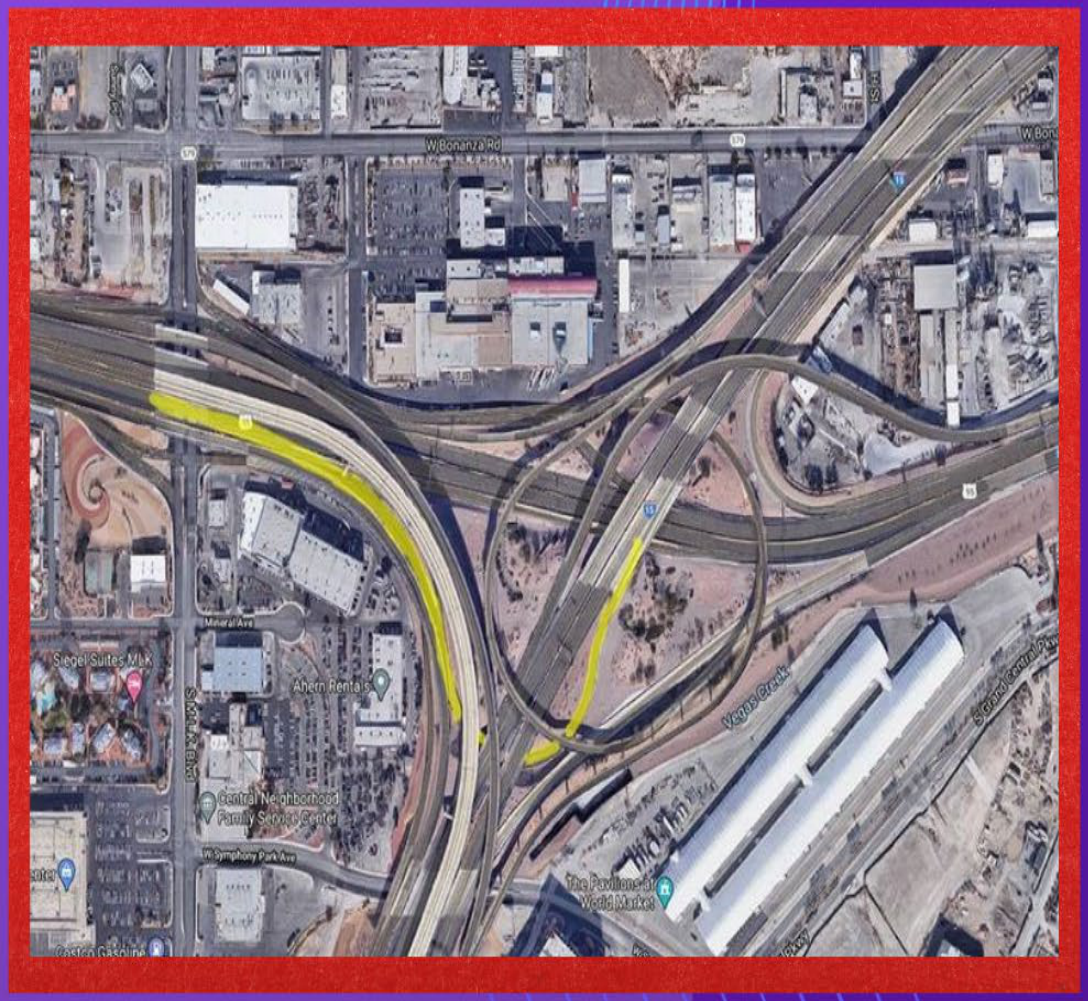
World Poetry Day Celebration

on March 21 from 3-5 P.M.

for the Unveiling Of Local Poets' Works Engraved In New Third Street Sidewalks between Hoover and Gass Avenues

Selected poetry by Rell Da Truth, Keith Brantley, Ash DelGrego, Flynn Dexter, Bruce Isaacson, Heather Lang Cassera, Rodney J. Lee, A.J. Moyer, Kari O'Connor and Vogue Robinson will be featured along 3rd Street.

Spaghetti Bowl Ramp Closure, Repair April 9-12 in Downtown Las Vegas



The Nevada Department of Transportation (NDOT) will be closing the southbound U.S. Highway 95 ramp to northbound Interstate 15 (Exit 76A) from 8 p.m., April 9, until 5 a.m., April12, in downtown Las Vegas.

For the latest state highway conditions, visit nvroads.com or call 511 before driving.

Downtown Access Project
Proposed Street Closures

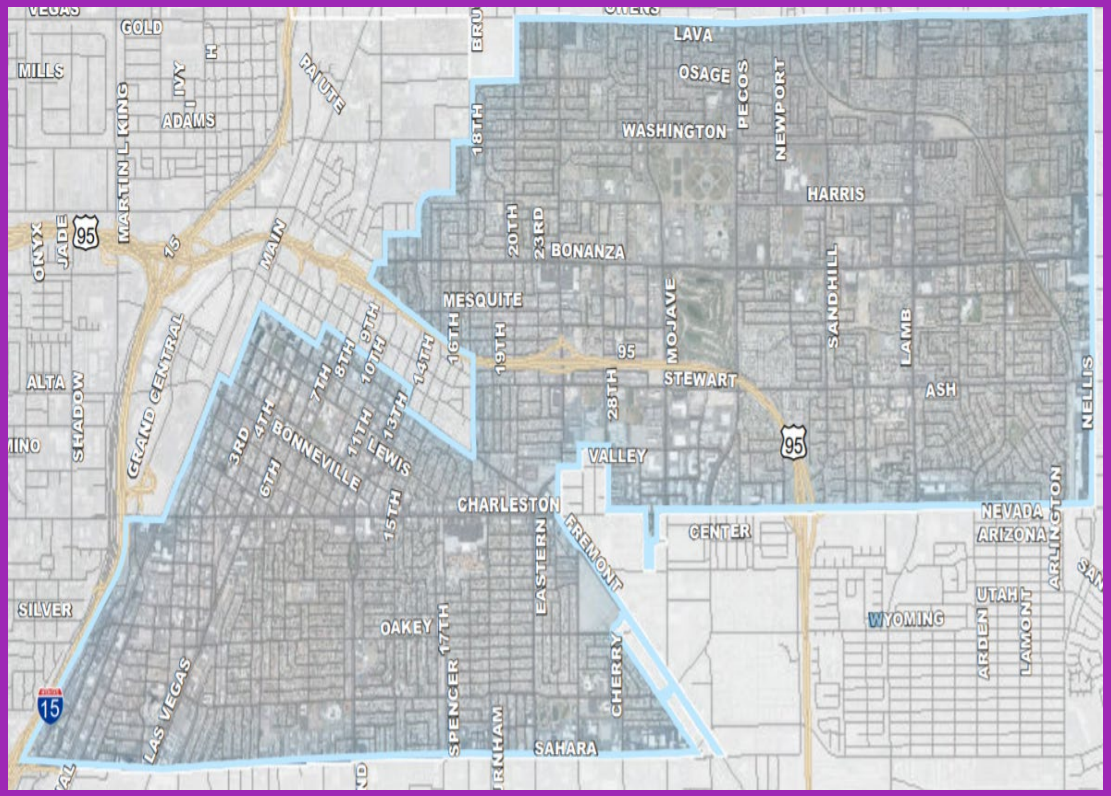


NDOT, in close coordination with the City of Las Vegas and first responders, is conducting test closures on the eight streets proposed for closure in all three alternatives: 7th, 8th, 10th, 14th, 15th, 16th, 19th, and 21st.

The test closures include partial closures for three weeks (3/8-3/28) followed by full closures for two weeks (3/29-4/12).

Share your comments at www.ndotdap.com or by calling (702) 938-5440.
All communications are available in English and Spanish.







ward3@lasvegasnevada.gov

@OliviaDiazLV

@oliviadiazlv

oliviadiazlv

Reaching Out To Residents

Team Knudsen will be sending out postcard mailers to residents in the Rancho-Charleston corridor area to provide support and information to small businesses and Nevadans experiencing homelessness. If you live in the area, keep an eye out!



Las Vegas City Councilman Brian Knudsen - Ward 1 Events

Reopening Springs Preserve

Team Knudsen is excited to help share the news that The Springs Preserve, located in Ward 1, will reopen on Friday, March 19th. Tickets are available via springspreserve.org! Book today.





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