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

City Manager Scott Adams
City Attorney Bradford R. Jerbic
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.

April 1, 2020
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 citycouncillive@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.

Online comments can also be submitted via the e-mail provided above or from the City's website at www.lasvegasnevada.gov/councilcomment during the meeting. All comments received will be considered public record and included in the backup. Comments received on an item after action has been taken will not be read. 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. Please note customers of CenturyLink and 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 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 Bonnie Polley, Christ Episcopal Church
4. Pledge of Allegiance

BUSINESS ITEMS - 9 A.M. SESSION

PUBLIC COMMENT

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

BUSINESS ITEMS - 9 A.M. Session

6. For Possible Action - Any items from the 9 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.
7. For possible action to approve the Final Minutes by reference of the March 4, 2020 Regular City Council Meeting

CONSENT AGENDA

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

CITY ATTORNEY - CONSENT

8. For possible action to approve a business impact statement regarding a proposed ordinance to amend LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law. (This item is related to Bill No. 2020-10, which is located later on this agenda under New Bills)
9. For possible action to approve continued funding for Alan J. Lefebvre, Esq., and William D. Schuller, Esq., now affiliated with Litigator Law, to represent the City of Las Vegas in actions filed against it in 180 Land Company, LLC v. City of Las Vegas, Case No. 2:18-cv-0547-JCM-CWH, in the United States District Court, 180 Land Co LLC v. City of Las Vegas, Case No. A-18-771389-C, in the Eighth Judicial District Court, and Laborers' International Union v. City of Las Vegas, et al., Case No. 2:19-cv-00322-GMN-NJK, in the United States District Court, relating to the development of a portion of the former Badlands Golf Course for an amount not to exceed $50,000 (General Fund) - Ward 2 (Seaman)

COMMUNITY SERVICES - CONSENT

10. ABEYANCE ITEM - For possible action to approve the allocation of $1,400,000 of HOME Investment Partnerships Program Grant Funds and Account for Affordable Housing Trust Funds (AAHTF) to Nevada HAND, for the construction of Decatur / Alta Phase 1 Senior Apartments located at 400 South Decatur Boulevard, APN 138-36-601-009 - Ward 1 (Knudsen)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

11. For possible action to approve a Fourth Amendment to Disposition and Development Agreement (DDA) between City Parkway V, Inc. and Jackson-Shaw Company to extend the Close of Escrow, extend the Feasibility Review Period and to substitute a replacement Schedule of Performance for the development of a hotel on Parcel B North bounded by Symphony Park Avenue to the north, Promenade Place to the east, Robin Leach Lane to the south and Grand Central Parkway to the west (APN 139-33-610-029) at Symphony Park - Ward 5 (Crear)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

12. For possible action to approve award of Modification No. 1 to Contract No. 190079-DD Blanket Services Contract for Professional Engineering Services, for the Water Pollution Control Facility (WPCF) located at 6005 Vegas

Valley Drive - Department of Public Works - Award recommended to: CH2M HILL ENGINEERING. INC. (Not-to-Exceed $500,000 - Various Funds) - Clark County

13. For possible action to approve award of Contract No. 200125-PH, Accident Investigation Services - Department of Human Resources - Award recommended to: CARL WARREN & COMPANY (Not-to-Exceed $300,000 Annually - Liability Insurance and Property Damage Internal Service Fund)

14. For possible action to approve award of Contract 19.46330-JH, Construction Manager at Risk Agreement for Las Vegas Boulevard Improvements - Stewart Avenue to Sahara Avenue - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($109,450,000 - Road & Flood Capital Project Fund, Sanitation Enterprise Fund) - Wards 3 and 5 (Diaz and Crear)

15. For possible action to approve award of Contract No. 200191-JH, Right of Way Services Contract for Eastern Bus Turnouts located on Eastern Avenue from Washington Avenue through Cedar Avenue - Department of Public Works - Award recommended to: TIERRA RIGHT OF WAY SERVICES, LTD. ($284,000 - Road and Flood Capital Project Fund) - Ward 3 (Diaz)

16. For possible action to approve award of Contract No. 200183-DD, Blanket Services Contract for Construction Manager as Agent and Staff Augmentation Services - Department of Public Works - Award recommended to: CA GROUP, INC. (Not-to-Exceed $1,600,000 - Various Funds) - All Wards

17. For possible action to approve award of Modification No. 6 to Contract No. 140022-CB, Contract for Consulting Services for City of Las Vegas Fire and Rescue - Department of Fire & Rescue - Award recommended to: SQS CONSULTANTS, INC. ($18,000 - Fire Communications Internal Service Fund)

FIRE AND RESCUE - CONSENT

18. For possible action to approve a contract between the City of Las Vegas and the State of Nevada Department of Health and Human Services to establish the City as a provider of ground ambulance transportation services in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual - All Wards

PLANNING - CONSENT

19. For possible action to approve the ratification of funding allocation and award by the Commission for the Las Vegas Centennial of $150,000 to the City of Las Vegas, Acting By and Through its Office of Cultural Affairs, for the production of the 2020 Las Vegas Days Parade (Formerly Helldorado Days) that will take place on May 9, 2020

PLANNING - BUSINESS LICENSING - CONSENT

20. For possible action to approve a Tavern-Limited License for a Change of Ownership FROM: BIERGARTEN, LLC TO: JESS THE MESS, LLC dba BERLIN at 201 East Charleston Boulevard - Ward 3 (Diaz)

21. For possible action to approve a Tavern-Limited License for NAAKITI FLORAL DESIGN, INC. dba CORK AND THORN at 70 West Imperial Avenue [Randi Garrett, President, Secretary, Treasurer, Director and Shareholder] - Ward 3 (Diaz)

22. For possible action to approve a Banquet or Event Establishment Liquor License for ZAPPOS.COM, LLC dba ZAPPOS at 400 Stewart Avenue - Ward 5 (Crear)

23. For possible action to approve a Package License for WINCO FOODS, LLC dba WINCO FOODS at 7501 West Washington Avenue - Ward 1 (Knudsen)

PUBLIC WORKS - CONSENT

24. For possible action to approve staff to negotiate and purchase property rights at the northwest corner of Rancho Lane and Tonopah Drive as part of the Rancho Drive Complete Street Improvements - Mesquite Avenue to Sahara Avenue Project, APN 139-32-803-009 ($500,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

25. For possible action to approve Interlocal Contract 1166 (construction) and Supplemental Interlocal Contract No. 1-989a (engineering) between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for construction and increase funding for engineering for the Downtown Pedestrian Safety Program - Phase 1 improvements, located in a quarter-mile radius around the Fremont Street Experience ($7,270,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

26. For possible action to approve Interlocal Contract 1170 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for construction for the Las Vegas Boulevard, Stewart Avenue to Sahara Avenue Project ($109,000,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

RESOLUTIONS - CONSENT

27. R-14-2020 - For possible action to approve a Resolution concerning a proposed Special Improvement District (SID) 611 within the Sunstone area and approving the form authorizing the execution and delivery of a deposit agreement and improvements reimbursement agreement with SC East Landco, LLC, a Delaware limited liability company, in the amount of $150,000 for the City of Las Vegas to draw against as it incurs the expenses of creating and financing the district with SC East Landco, LLC ($150,000 - SID Construction Fund) - Ward 6 (Fiore)

28. R-15-2020 - For possible action to approve a Resolution approving the form of an agreement between the City and the owner of all assessable property in a proposed Special Improvement District (SID No. 815, Summerlin Village 25) - Ward 2 (Seaman)

29. R-16-2020 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Bella Tux Properties, LLC (Owner) located at 1611 East Charleston Boulevard (APN 139-35-413-027), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 3 (Diaz) [NOTE: This item is related to RDA Item 5 (RA-5-2020)]

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

30. Public hearing on local improvement district for Special Improvement District (SID) No. 1485 - Alta Drive (Landscape Maintenance - FY2021) - Ward 1 (Knudsen)

31. Public hearing on local improvement district for Special Improvement District (SID) No. 1516 - Fremont Street Maintenance District FY2021 (Las Vegas Boulevard to 8th Street) - Ward 3 (Diaz)

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.

32. Bill No. 2020-8 - Adopts that certain document entitled “First Amendment to Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community,” regarding property generally located at the northwest corner of Grand Teton Drive and Grand Canyon Drive. Proposed by: Robert Summerfield, Director of Planning

33. Bill No. 2020-9 - Updates LVMC Chapter 19.09, relating to Form-Based Code, to refine and adjust various procedures and standards pertaining to property and applications that are governed by that Chapter. Proposed by: Robert Summerfield, Director of Planning

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.

34. Bill No. 2020-10 - Amends LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law. Sponsored by: Councilman Cedric Crear

35. Bill No. 2020-11 - Ordinance creating the City of Las Vegas, Nevada Special Improvement District No. 815 (Summerlin Village 25); ordering a street project, storm sewer project, sanitary sewer project, drainage project, and water project, within the City of Las Vegas, Nevada and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

36. Bill No. 2020-12 - Ordinance concerning City of Las Vegas Special Improvement District No. 815 (Summerlin Village 25); assessing the cost of local improvements against the assessable property benefited by the local improvements; and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

37. Bill No. 2020-13 - Ordinance authorizing the issuance and sale by the City of its Special Improvement District No. 815 (Summerlin Village 25) Local Improvement Bonds, Series 2020, approving the form of certain documents

with respect to such bonds, ratifying action taken by City officers toward the issuance of such bonds; and providing other matters related thereto. Proposed by: Venetta Appleyard, Director of Finance

NOT TO BE HEARD BEFORE 10 A.M. - 38 THROUGH 46

BUSINESS ITEMS - 10 A.M. Session

38. Any items from the 10 a.m. session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time.

HEARINGS - DISCUSSION

39. Public hearing and discussion for possible action to consider a request for a waiver and/or reduction of fees totaling $2,332.02 in unpaid out of pocket costs, and $19,200.56 in unpaid civil penalties for a total of $21,532.58 recorded against the property located at 10827 MYSTIC SHORE AVE - PROPERTY OWNER: NASO GREGORY J - Ward 6 (Fiore)

PLANNING

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

PLANNING - DISCUSSION

40. GPA-77917 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: MOISES CARPIO - For possible action on a request for a General Plan Amendment FROM: O (OFFICE) TO: GC (GENERAL COMMERCIAL) on 0.19 acres at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

41. ZON-77919 - ABEYANCE ITEM - REZONING RELATED TO GPA-77917 - PUBLIC HEARING - APPLICANT/OWNER: MOISES CARPIO - For possible action on a request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 0.19 acres at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

42. VAR-78113 - ABEYANCE ITEM - VARIANCE RELATED TO GPA-77917 AND ZON-77919 - PUBLIC HEARING - APPLICANT/OWNER: MOISES CARPIO - For possible action on a request for a Variance TO ALLOW A 64-FOOT LOT WIDTH WHERE 100 FEET IS REQUIRED, A THREE-FOOT SIDE YARD SETBACK AND A FIVE-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

43. ROC-78044 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: WALMART STORES, INC. - OWNER: WAL-MART REAL ESTATE BUSINESS TRUST - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-3815) TO REMOVE CONDITION NUMBER 6 WHICH STATES, "THE SALE OF ALCOHOLIC BEVERAGES SHALL BE LIMITED TO AN AREA NOT TO EXCEED 10% OF THE RETAIL FLOOR SPACE OF THE MARKET" AND TO REMOVE CONDITION NUMBER 7 WHICH STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE OF BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" on 4.31 acres at 6310 West Charleston Boulevard (APN 138-35-816-002), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) [PRJ-78041]. Staff recommends DENIAL.

44. VAR-78137 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: CLARK COUNTY SCHOOL DISTRICT - OWNER: SCHOOL BOARD OF TRUSTEES - For possible action on a request for a Variance TO ALLOW NO OFFSITE IMPROVEMENTS ON VIRGINIA CITY AVENUE WHERE SUCH ARE REQUIRED on 7.03 acres at 950 North Tonopah Drive (APN 139-28-210-007), C-V (Civic) Zone, Ward 5 (Crear) [PRJ-77865]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

45. SUP-78109 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: QC FINANCIAL SERVICES, INC - OWNER: RIBAUDO FAMILY TRUST - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,170 SQUARE-FOOT AUTO TITLE LOAN USE WITHIN AN EXISTING FINANCIAL INSTITUTION, SPECIFIED USE WITH WAIVERS TO ALLOW A 130-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED, TO ALLOW A 1,170 SQUARE-FOOT TENANT SPACE

DEDICATED TO THE USE WHERE 1,500 SQUARE-FEET IS REQUIRED AND TO ALLOW WINDOW SIGNAGE THAT DOES NOT COMPLY WITH TITLE 19.12 STANDARDS at 1942 East Sahara Avenue, Suite A (APN 162-02-811-116), C-1 (Limited Commercial), Ward 3 (Diaz) [PRJ-78046]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

46. SUP-78144 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: GAS STATION LOT, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 2,450 SQUARE-FOOT BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE WITH A WAIVER TO ALLOW A 343-FOOT DISTANCE SEPARATION FROM A CITY PARK WHERE 400 FEET IS REQUIRED at 2051 East Sahara Avenue (APN 162-02-811-209), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-78126]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

REPORTS AND PRESENTATIONS

47. Report from Scott D. Adams, City Manager, on Emerging Issues - All Wards

SET DATE

48. 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

49. Citizens Participation: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the City Council. No subject may be acted upon by the City Council unless that subject is on the agenda and is scheduled for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion on any single subject, as well as the amount of time any single speaker is allowed, may be limited.

COUNCIL MEMBER RECOGNITION

50. 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: April 1, 2020

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

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: April 1, 2020

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Reverend Bonnie Polley, Christ Episcopal Church

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

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: April 1, 2020

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: April 1, 2020

Agenda Item No.:
7

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the March 4, 2020 Regular City Council Meeting

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
8

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Brad Jerbic

SUBJECT:
For possible action to approve a business impact statement regarding a proposed ordinance to amend LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law. (This item is related to Bill No. 2020-10, which is located later on this agenda under New Bills)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This item is for Council approval of a business impact statement regarding a proposed ordinance to amend LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law.

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

BACKUP DOCUMENTATION:
1. Business Impact Statement

BUSINESS IMPACT STATEMENT
BILL NO. 2020-10
(Amends LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2020-10, that would amend LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law.

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 mail to approximately 297 businesses identified as potentially affected by or interested in the proposal, and additionally to 12 other organizations representing chambers of commerce and other community partners. The proposed ordinance was made available on the City's website and at the office of the City's Business Licensing Division of the Planning Department. Recipients of the notification were invited to respond in writing and to advise the City whether the proposal would impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business.

Three written responses were received, representing one business interest. All responses were in favor of the proposal as written.

The preceding paragraph represents the summary of responses received. The inclusion of the preceding paragraph in this statement is the means by which the summary is made available to interested persons.

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:

None identified, other than the requirement to pay a license fee.

Beneficial effects:

The proposal would enable business operations not currently allowed in the City.

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 considered based on the responses submitted.

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

No additional cost anticipated.

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

Unknown, dependent on number of those interested in this license. Thus far only one business has expressed an interest. With one license, the estimated annual revenue would be $1000.00.

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 the cost of licensing, monitoring and enforcement.

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:

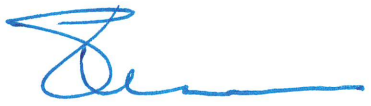
Not applicable.

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

The proposal doesn't appear to have any negative impact on affected businesses.

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: March 10, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: April 1, 2020

Agenda Item No.:
9

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Brad Jerbic

SUBJECT:
For possible action to approve continued funding for Alan J. Lefebvre, Esq., and William D. Schuller, Esq., now affiliated with Litigator Law, to represent the City of Las Vegas in actions filed against it in 180 Land Company, LLC v. City of Las Vegas, Case No. 2:18-cv-0547-JCM-CWH, in the United States District Court, 180 Land Co LLC v. City of Las Vegas, Case No. A-18-771389-C, in the Eighth Judicial District Court, and Laborers' International Union v. City of Las Vegas, et al., Case No. 2:19-cv-00322-GMN-NJK, in the United States District Court, relating to the development of a portion of the former Badlands Golf Course for an amount not to exceed $50,000 (General Fund) - Ward 2 (Seaman)

FISCAL IMPACT:
Augmentation Required
Amount: $50,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
180 Land Company, LLC and Laborers' International Union filed lawsuits against the City in federal and state court. The actions seek damages and injunctive relief for alleged constitutional violations. Previously, the City Manager and City Council authorized Kolesar & Leatham to defend the City in these actions and authorized fees up to $300,000. Recently, Kolesar & Leatham ceased to do business and Mr. Lefebvre and Mr. Schuller, who have been representing the City there, became Litigator Law. In order for Mr. Lefebvre and Mr. Schuller to continue representing the City of Las Vegas, it is necessary to establish a new purchase order in the City's system for their present law firm in place of their prior law firm.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Litigator Law Engagement Letter

Litigator Law
ATTORNEYS AT LAW
11830 Tevare Lane #1062
Las Vegas, NV 89138
(702) 840-6982
litigatorlaw.com

March 18, 2020

Via Email to: pbyrnes@lasvegasnevada.gov

Philip R. Byrnes, Senior Litigation Counsel
CITY OF LAS VEGAS
OFFICE OF THE CITY ATTORNEY
495 S. Main Street
Las Vegas, NV 89101

RE: Litigation Services for the following three matters:

1. ***180 Land Co LLC v. City of Las Vegas***
   Clark County District Court Case No. A-18-771389-C
2. ***180 Land Co LLC, et al. v. City of Las Vegas, et al.***
   District of Nevada Case No. 2:18-cv-00547-JCM-CWH
   Ninth Circuit Case No. 19-16114
3. ***Laborers' International Union v. City of Las Vegas, et al.***
   District of Nevada Case No. 2:19-cv-00322-GMN-NJK

Dear Mr. Byrnes:

This Engagement Letter describes the terms upon which Litigator Law will continue to provide legal services to the City of Las Vegas and/or affiliated entities ("you"), and bill you for those services. The purpose of this letter is to reaffirm the scope of our continuing engagement in our new firm, to confirm that we are in mutual agreement with respect to the same, to set forth the financial arrangements pursuant to our engagement, and to verify your approval of such financial arrangements. We ask you to augment the budget by $50,000 for this continuing legal engagement.

1. **Professional Undertaking:** Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. Using our professional judgment, we will endeavor to assign work on your behalf to those attorneys and other personnel that we deem appropriate under the circumstances. Although we will do our best to serve you effectively, we cannot guarantee success on any given matter. Nor do we guarantee that any particular result will be attained by us. Any questions or concerns that you might have regarding our services should be directed to us at once.

   Specifically, you have requested our services to act as counsel for you in connection with issues and matters relating to the former Badlands Golf Course property (i.e., defending you in the above-referenced litigation), other land use at Queensridge, and certain other matters relating to the foregoing, as well as other matters as requested from time to time going forward.

Unless specifically described above, we do not provide counsel as to the federal income tax aspects of any transactions or with respect to public securities.

2. **Hourly Fees:** Generally, our fees for services are calculated based upon the applicable hourly rates for the attorneys and legal assistants who do the work. Our schedule of hourly rates for such personnel is based on experience, training, and level of professional attainment. However, consistent with services we provide to certain public entities and other clients, we propose to use a blended rate for each attorney, regardless of seniority or his/her standard hourly rate. Attorneys will bill at $345 per hour, while paralegals will be billed at $185 per hour and law clerks will be billed at $125 per hour.

   We believe that our hourly rates are comparable with the rates charged for the same kinds of work by lawyers or other professionals of similar experience, expertise, and standing. We try to use associate and paralegal support on projects where possible. When billing, we review our computer-prepared time records carefully and make appropriate adjustments if we feel they are called for under the circumstances.

3. **Costs:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, and meals. The actual expenses incurred will vary depending on the services that we provide to you.

   Expenses paid entirely to third parties (such as travel and lodging expenses) will be billed to you at our "out-of-pocket" cost. No charge will be assessed for either our secretarial services or overtime incurred by our staff.

   Expense items incurred on your behalf will be itemized separately and billed on our statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is usually the case, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

4. **Billing Statements:** Generally, our statements are prepared and mailed on a monthly basis. Each statement is reviewed in advance by the responsible attorney and then processed accordingly. Our statements are payable upon presentation and are overdue if not paid by the due date set forth on the statements.

5. **Termination:** You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either event, fees and costs incurred on or before the date of termination must be paid as described in this letter.

6. **Other Matters:** Unless we otherwise agree, the terms and conditions of this letter will apply to all matters for which you engage us as counsel.

If this letter correctly sets forth your understanding of the scope of the services to be rendered by Litigator Law, and if the terms of the engagement are satisfactory, please execute and return a copy of this letter. If the scope of services described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory to you, please let us know so that we can discuss either aspect.

Sincerely,

LITIGATOR LAW

William D. Schuller, Esq.
Alan J. Lefebvre, Esq.

WDS/wds

Acknowledged, Read, and Accepted this ____ day of April, 2020.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN
Mayor

Approved as to form!

Date

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
10

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

SUBJECT:
ABEYANCE ITEM - For possible action to approve the allocation of $1,400,000 of HOME Investment Partnerships Program Grant Funds and Account for Affordable Housing Trust Funds (AAHTF) to Nevada HAND, for the construction of Decatur / Alta Phase 1 Senior Apartments located at 400 South Decatur Boulevard, APN 138-36-601-009 - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $1,400,000
Funding Source: HOME Investment Partnership Grant Funds / Account for Affordable Housing Trust Funds (AAHTF)
Dept./Division: Office of Community Services/Community Resources

PURPOSE/BACKGROUND:
The Affordable Housing Development Review Committee received an application for HOME and AAHTF funds in the amount of $1,400,000. The committee recommended this project for funding. This project would provide the construction of 59 units of affordable housing for seniors.

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

BACKUP DOCUMENTATION:
1. Affordable Housing Project Fact Sheet

AFFORDABLE HOUSING PROJECT FACT SHEET

Construction Start Date: *April 2020* ***Council Date:*** *3/18/2020 for HOME*
Completion Date: *April 2022*
(Dates are tentative)

Project: Decatur / Alta PHASE 1 ***Ward:*** 1 (Knudsen)
400 S Decatur Blvd
Las Vegas, 89117

Developer: Nevada HAND **(CHDO Project)**

Partners: George Gekakis

Project Type: New Construction of Senior Housing

Home Funds Requested: $1,400,000.00
(9% of total project cost)

Total Project Cost: $16,353,514.00

Funding Sources:

	Requested	*% of*
City HOME Funds	$1,400,000.00	9
Bank Loan Funds	$1,769,430.00	11
Tax Credit Equity	$12,123,787.00	74
Deferred Developer's Fee	$460,297.00	3
Federal Home Loan Bank Funds	$600,000.00	3
Total	$ 16,353,514.00	100.00

Total Units: 60 (33 1-bedroom, 27 2-bedroom)

Income Targeting:
8 units below 30% AMI
51 units below 31% - 50% AMI

Affordable Units: 59

Amenities

Community Building	Community Exercise Room	Utilities Included in Rent
Recreation Area Outside	Hard Flooring in Kitchen and Bath	Washer/Dryer Hook Ups
Ceiling Fans	Wellness Room	Community Room with Kitchen

Narrative

Nevada HAND has served low income families for over 20 years, and has targeted this neighborhood due to its immense need as an underserved community. Due to the aged nature of the existing housing units, area families are left with no choice but pay large portions of their income to rent aging or obsolete housing. This proposed development will add new affordable housing options to the market area and likely provide approximate discounts to market rents between 30% - 60%. Rent growth in the subject area will continue to accelerate and further the rent burden issue. This development will mitigate these market forces that are putting upward pressure on market rents by providing quality, affordable housing options. Further exacerbating the rent burden issue is that the senior age group is a growing demographic within the area and demand for low income senior apartments will increase over the next five years.

Nevada HAND's affordable housing development will boost area housing quality and providing 60 brand new units for the most disadvantaged. Floor plans will include a mix of one and two bedroom units, each at approximately 600 sf and 800 sf respectively. Common area structures will house a leasing office including an exercise room, pool, community recreation space, and other appropriate amenities. Non-residential spaces will be improved to accommodate the needs of seniors, and will include open spaces, walking paths, and desert friendly xeriscaping.

Financing will be originated from multiple sources. The development will likely be financed with 9% LIHTC Tax Credits, AHP funds, senior debt, and developer financing. This development will not be possible without City of Las Vegas HOME funds. Nevada HAND is requesting $1,400,000 in City of Las Vegas HOME funds to make the development a reality.

Safe, clean and affordable housing is a basic human need - with the City's support, we can truly make a difference and improve the lives of parents and children who need it most.

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
11

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

SUBJECT:
For possible action to approve a Fourth Amendment to Disposition and Development Agreement (DDA) between City Parkway V, Inc. and Jackson-Shaw Company to extend the Close of Escrow, extend the Feasibility Review Period and to substitute a replacement Schedule of Performance for the development of a hotel on Parcel B North bounded by Symphony Park Avenue to the north, Promenade Place to the east, Robin Leach Lane to the south and Grand Central Parkway to the west (APN 139-33-610-029) at Symphony Park - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Jackson-Shaw Company wishes to extend the Close of Escrow and the Feasibility Review Period to allow additional time for design review, the entitlement process and the building permit application process as well as a time allowance for potential plans check delays for the development and construction of a 400+ room convention hotel at Symphony Park.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Fourth Amendment to Disposition and Development Agreement

FOURTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (this "Amendment") is entered into as of _____, 2020 by and between the CITY PARKWAY V, INC., a Nevada non-profit company ("CPV"), and JACKSON-SHAW COMPANY, a Texas corporation ("Developer"). CPV and the Developer may be referred to herein individually as a "Party" and together as the "Parties."

WHEREAS:

A. The Parties entered into that certain Disposition and Development Agreement dated February 20, 2020 (the "DDA"), as amended.

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

C. The Parties mutually desire to enter into this Amendment to extend the Close of Escrow, extend the Feasibility Review Period and to substitute a replacement Schedule of Performance.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follow:

1. The Parties hereby agree the first sentence of Section 10.1 is hereby deleted in its entirety and the following substituted in lieu thereof:

> "Subject to the terms of this Agreement, the Closing shall occur no later than October 29, 2020 ("*Closing Date*")."

2. The Parties hereby agree that the Feasibility Review Period is hereby extended through September 28, 2020.

3. Schedule of Performance. The Parties hereby agree that the Exhibit A – Schedule of Performance attached to the Third Amendment to the DDA is hereby amended as follows:

a. Entitlement Process. The Entitlement Process is hereby extended through September 28, 2020.

b. Feasibility Period. The Close of the Feasibility Period is hereby extended through September 28, 2020.

c. Submit for Building Permits. The deadline for Developer to submit applications for all building permits required to commence construction is hereby extended through September 28, 2020.

d. Financing. The submittal of written and documentary evidence demonstrating firm and binding commitments for equity capital and construction financing is hereby extended through October 28, 2020.

e. Escrow. The Close of Escrow is hereby extended through October29, 2020.

f. Construction Start Date. The deadline for Developer to commence construction of the Project is hereby extended through November 1, 2020.

g. Construction Completion Date. The deadline for developer to complete construction of the Project is hereby extended through June 30, 2022.

4. Miscellaneous. Except as provided in this Amendment, the DDA remains in full force and effect. In the event of any conflict between the terms of this Amendment and the DDA this Amendment shall govern and control. This Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

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

CPV

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: _____

Name: _____

Title: _____

Effective Date: _____, 2020

DEVELOPER

Jackson-Shaw Company, a Texas corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

_____ 3-10-20

Date

EXHIBIT "A"
REVISED SCHEDULE OF PERFORMANCE

ACTION	TIMING	DATE
Deposit earnest money with Escrow Agent	Within five (5) business days after full execution of DDA	2/28/2019
Open Escrow Account	Within five (5) business days after full execution of DDA	2/28/2019
Provide confirmation to CPV of project operating brand		1/31/2020
Submit preliminary exterior architectural rendering including floor plans, basic footprint of internal building layout, to CPV and SP Design Review for approval & Planning to begin entitlement process		1/31/2020
Entitlement Process	Within ninety (90) calendar days after submittal for SP Design Review approval	9/28/2020
Submit for building permits	After receipt of entitlements	9/28/2020
Expiration of Feasibility Review Period		9/28/2020
Submit written and documentary evidence demonstrating firm and binding commitments for equity capital and construction financing	No later than Close of Escrow	10/28/2020
Close of Escrow*		10/29/2020
Construction start date	No later than thirty (30) calendar days after permits have been issued by City	11/1/2020
Construction completion	No later than twenty (20) months after the start of construction with one sixty (60) calendar day extension request allowed *	6/30/2022

* Extension allowance is not built into timeline

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
12

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

SUBJECT:
For possible action to approve award of Modification No. 1 to Contract No. 190079-DD, Blanket Services Contract for Professional Engineering Services, for the Water Pollution Control Facility (WPCF) located at 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: CH2M HILL ENGINEERING. INC. (Not-to-Exceed $500,000 - Various Funds) - Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $500,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On December 5, 2018 the City Council approved award of Contract No. 190079-DD, Blanket Services Contract for Professional Engineering Services in the not-to-exceed amount of $500,000. The Contract provides for future engineering requirements throughout the WPCF. Contract Modification No. 1 increases the amount by $500,000 for a new not-to-exceed amount of $1,000,000. CH2M Hill has an office located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Modification No. 1 to Contract No. 190079-DD
2. Certificate - Disclosure of Ownership/Principals

Contract No. 190079-DD
Blanket Services Contract for Professional Engineering Services

THIS MODIFICATION NO. 1 is being entered into this _____ day of _____, 2020, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and CH2M Hill Engineering, Inc., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Nevada.

The purpose of this Modification is to modify pricing.

The Contract between the City and the Company dated December 5, 2018, is hereby modified as follows:

1. **Exhibit D, Fee Breakdown**

REFERENCE:	400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is $500,000.00.
DELETE:	400.2 in its entirety
Replace With:	400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is $1,000,000.00.

In the event of any conflict between the Contract and this modification, the provisions of this Modification No. 1 take precedence. All other Contract terms and conditions remain unchanged.

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

CITY OF LAS VEGAS

Tressa Fernandez Date
Acting Manager, Purchasing and Contracts

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 3/9/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

Ken Gilbreth, Vice President Date

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: CH2M HILL ENGINEERING, INC.	
Address: 2485 Village View Drive, Suite 350	**City / ST / Zip:** Henderson, NV 89074
Telephone: 702-369-6175	**EIN or DUNS :** 32-0100027
Block 2: Description / Subject Matter of Contract	
Services for: Contract No. 190079-DD Blanket Services Contract for Professional Engineering Services	**Project Number:**

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	SEE ATTACHED		
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: N/A

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: List of Active Officers and Directors

Date of Attached Document: 3/11/20 Number of Pages: 1

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.

JOSEFA ECK
Notary Public, State of Nevada
Appointment No. 06-102636-1
My Appt. Expires Jan 12, 2022

Signature

3-11-2020
Date

Subscribed and sworn to before me this 11th day of March, 2020

Josefa Eck
Notary Signature

Appointments

Board Directors

Name	Position	Appointed
Walstrom, Jan	BOARD OF DIRECTORS	12/14/2017
Gilmartin, Kenneth	BOARD OF DIRECTORS	12/01/2019

Officers

Name	Position	Appointed
Arnold, Julie T.	Assistant Secretary	05/29/2013
Bussell, Scott	Vice President	10/01/2019
Carlin, Michael James	Treasurer	01/19/2018
Crockett, Barbara	Assistant Vice President	03/19/2018
Doyna, James	Vice President	08/01/2013
Duran, Frank	Assistant Vice President	07/18/2018
Walstrom, Jan	President	01/12/2018
Funk, Charles R.	Assistant Vice President	05/29/2013
Hall, Sirpa H.	Assistant Vice President	04/16/2018
Hatfield, James M.	Assistant Vice President	12/02/2016
Hsu, Mike	Director Tax, North America	05/30/2018
Johnson, Justin	Secretary	01/19/2018
Laity, Michael	Senior Director Tax	02/21/2020
Lawhern, Brandon	Assistant Vice-President	01/21/2019
McFarland, Robert Lee	Assistant Vice President	07/17/2013
Menard, Didier	Assistant Vice President	04/16/2018
Powerll, William M.	Vice President	07/18/2014
Price, Tom	Senior Vice President	02/11/2020
Rimas, Cheryl Jett	Assistant Secretary	05/29/2013
Winters, Kevin	Director Tax, Acct Methods & Tax Controversy Matters	05/30/2018

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
13

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

SUBJECT:
For possible action to approve award of Contract No. 200125-PH, Accident Investigation Services - Department of Human Resources - Award recommended to: CARL WARREN & COMPANY (Not-to-Exceed $300,000 Annually - Liability Insurance and Property Damage Internal Service Fund)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $300,000 Annually
Funding Source: Liability Insurance & Property Damage ISF
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
This contract provides for accident investigations and associated services for incidents involving City vehicles and properties. Carl Warren & Company was selected as a result of a formal Request for Proposals process. The contract amount will not exceed $300,000 per year for the one-year term, plus four one-year options to renew. Carl Warren & Company is located in Arizona, with staff in Las Vegas.

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

BACKUP DOCUMENTATION:
1. Contract No. 200125-PH
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL SERVICES CONTRACT
FOR ACCIDENT INVESTIGATION SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2020, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and CARL WARREN & COMPANY, (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Delaware, having its principal office at 11209 North Tatum Blvd, Suite 130, Phoenix, Arizona 85028.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-06/20/19]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a)

Contract Synopsis The legally binding Statement of Work is more fully defined in Section C	Accident investigation, appraisals, claim adjustment, accident reconstruction, sewer overflow investigation, associated reporting.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** One year from Award Date	**Option Periods** Four one-year periods
Contract Type As defined in Section B-1, "Definitions"	The contract type is Firm Fixed Fee and Labor Hour.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$300,000	Not to Exceed per year	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A - Scope of Work
Exhibit B - Pricing
Exhibit C - Excerpted Proposal
Attachment 1 – Certificate – Disclosure of Ownership/Principals

(c)

City Project Manager See Section D-4, (a)	**Name** John Raftery	**Phone** (702) 229-5048	**Email** jraftery@lasvegasnevada.gov
Company Representative See Section D-4, (b)	**Name** Richard McAbee	**Phone** (602) 485-8228	**Email** rmcabee@carlwarren.com

A-2 Performance Period

(a) The performance period commences on the Award Date and continues through the expiration date, unless extended in writing in accordance with Section E-13 "Modification/Amendment".

(b) The City may at its sole option extend the contract for the periods set forth above. The City shall provide written notice to the Company of such extension(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

(c) The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-06/20/19]

The following definitions apply to this Contract:

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

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

(c) *"Contract Amount"* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

(d) *"Deliverable"* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(e) *"Firm Fixed Fee Contract"* means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company's cost experience in performing the Contract.

(f) *"Labor Hour Contract"* means a contract that provides for payment of labor worked at fixed hourly rates by labor category in performing the contract. The Contract price is established at a not-to-exceed amount.

(g) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

SECTION C – Statement of Work

C-1 Scope of Work

Services and Deliverables will be provided in accordance with the attached Exhibits A, B, and C.

SECTION D – Special Conditions

D-1 Pricing Revisions [CAO-01/20/16]

(a) For the term of this Contract, pricing for the Services may be revised for the reason(s) set forth below:

Increase or Decrease in Cost of Doing Business. The pricing may be changed due to fluctuations in the cost of doing business incurred by the Company. If a decrease occurs in the cost of doing business, the City shall receive the benefit of this change with a corresponding decrease in pricing to the City. If an increase occurs in the cost of doing business, the Company may request one (1) price escalation annually provided written justification is submitted to the City at least thirty (30) calendar days before the anniversary date of the Contract. Only recognized economic indices (such as the Consumer Price Index for Western States, CPI-U-0400 West) will be used in determining approval of any proposed price revision. The Company shall provide any supporting documentation requested by the City, and the City shall, in its sole discretion, determine if the price revision is justified for the subsequent annual term of this Contract.

(b) Each pricing revision permitted herein must be approved in writing by the Purchasing and Contracts Manager and, if approved, shall become effective thirty (30) days after notice of the change has been received by the City, or on such earlier or later date as may be agreed upon by the parties.

(c) Any pricing revision permitted pursuant to this section may be delayed or denied if the Company fails to submit a timely request, or fails to provide adequate documentation in support thereof.

(d) Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date the Goods are ordered by the City.

(e) If the parties hereto fail to agree on a pricing revision after thirty (30) calendar days as permitted herein, either party may terminate this Contract after thirty (30) calendar days' written notice to the other party in accordance with Section E-1, "Legal Notice".

D-2 Payment [CAO-01/20/16]

(a) Payment. Payment to the Company will be made only for the actual Services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".

(b) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

D-3 Invoices [CAO-01/20/16]

(a) The Company will submit a detailed invoice to the City monthly, for work performed to-date. Each invoice shall contain the following information:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item(s) against which charges are made; and,
(iv) performance dates covered by the invoice.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

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

The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with a copy of any Deliverables associated with the invoice.

D-4 Project Manager/Company Representative [CAO-06/20/19]

(a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*

(b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-06/20/19]

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

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

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including

a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide 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 rating of A- VII or higher, (i.e., A- VII, A- VIII, A- IX, A- X, etc.). The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $75,000.00 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, 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 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.

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

D-6 Warranty – Services [CAO-5/2/12]

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

SECTION E – General Conditions

E-1 Legal Notice [CAO-01/08/15]

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

FOR THE CITY:
Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY:
Attn: Richard McAbee
Carl Warren & Company
11209 North Tatum Blvd, Suite 130
Phoenix, Arizona 85028
Fax: (866) 302-5035
Email: rmcabee@carlwarren.com

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

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

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

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

E-2 Disputes [CAO-08/01/13]

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

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

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

E-3 Notice of Delay [CAO-01/20/16]

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

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

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

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-01/20/16]

(a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in the Purchase Order or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-01/20/16]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

(d) The City retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

(e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-8 Data Security [R]

As part of the Contract, the Supplier will receive personally identifiable information (PII) from the general public or from the City directly. The Company shall maintain compliance with applicable confidentiality and data security requirements of applicable statutes. Should the Company experience a security breach involving PII acquired as a result of this Contract, the Company will notify the City within 24 hours of the discovery of such a breach. The Company warrants that it has never experienced a breach involving PII. Upon request, on an annual basis, the Company will confirm to the City if the Company has experienced a breach involving PII during the previous year. The Company shall not share PII with any third parties, or use any third parties that could impact the security of PII (e.g. managed security services vendors, cloud hosting providers) without first providing the City with 60 days' written notice. The Company shall not profit from PII acquired as a result of this Contract.

E-9 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

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

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

E-10 Order of Precedence [CAO-7/24/08]

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

E-11 Severability [CAO-7/24/08]

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

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

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

E-13 Modification/Amendment [CAO-7/24/08]

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

E-14 Assignment [CAO-7/24/08]

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

E-15 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section D-5, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

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

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

E-16 Patent Indemnity [CAO-7/24/08]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

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

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs

associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

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

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

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

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

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

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

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

E-20 Intellectual Property Rights [R]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. At expiration or termination of the Contract for any reason, the Company shall reasonably cooperate with the City and with the City's partners or consultants in returning the data to the City in a format agreed-upon by the parties, timely and free of charge.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

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

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

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability,

national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

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

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

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

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

E-25 Conforming Services [CAO-7/24/08]

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

E-26 Independent Contractor [CAO-7/24/08]

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

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

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

E-28 Conflict of Interest (City Officials) [CAO-5/2/12]

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

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

E-29 Public Records [CAO-5/2/12]

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

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO 6/11/18]

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 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.

E-32 Counterpart Signatures [CAO-9/24/08]

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

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

CITY OF LAS VEGAS

_____ Date

LUANN D. HOLMES, MMC
City Clerk

Date

APPROVED AS TO FORM:

Seth T. Floyd
Deputy City Attorney 2/25/20

Deputy City Attorney Date

CARL WARREN & COMPANY

Richard McAbee March 3, 2020

RICHARD MCABEE Date
Chief Marketing Officer

SCOPE OF WORK

A-1 Scope of Work

Minimum requirements for the Successful Offeror are:

- To provide 24/7 on-call service in the Las Vegas Valley
- To provide a minimum of two insurance adjusters licensed by the State of Nevada and based in the Las Vegas Valley.

The Successful Offeror shall be responsible for the following:

(a) The Successful Offeror shall provide all personnel and materials required to perform Accident Investigation Services.

(b) The Successful Offeror shall provide a twenty-four (24) hour, seven (7) days per week phone number to receive assignments.

(c) The Successful Offeror shall investigate each motor vehicle, and/or bodily injury or property damage claim ("Incident") assigned by the City. Potential claim assignments may include but are not limited to:

(i) damage to a City owned motor vehicle involved in an accident which was the fault of another driver, or

(ii) damage to the property of a third-party caused by a City operated vehicle.

(d) The Successful Offeror **shall not investigate** any Incident that does not involve a City vehicle unless specifically directed to do so by the City's Project Manager.

(e) The Successful Offeror **shall not investigate** any incident that involves *only* City-owned vehicles or property, unless specifically directed to do so by the City's Project Manager.

(f) The Successful Offeror **shall not respond** to Incident call-outs involving only property damage or bodily injury without verification from the City's Project Manager.

(g) The Successful Offeror shall prepare investigation reports of each assigned Incident.

(h) The Successful Offeror shall provide on-call appraisal services.

(i) At the request of the City, the Successful Offeror shall provide rental car arrangements for a claimant.

(j) At the request of the City, the Successful Offeror shall provide Supplemental Services, which may include further investigational activities and claim adjuster services over and above those activities required for the initial investigation.

(k) The Successful Offeror must maintain at least two individuals licensed as insurance adjusters, based in the Las Vegas Valley, assigned to the City's account. The Successful Offeror shall ensure the actual investigation of an accident site and resulting claims are performed by an insurance adjuster licensed by the State of Nevada under the provision of Nevada Revised Statutes 684A.

(l) The Successful Offeror shall ensure vehicle damage appraisals are prepared by a vehicle damage appraiser licensed by the State of Nevada under the provision of Nevada Revised Statue 684B.

(m) The Successful Offeror shall assign a primary and secondary adjuster and a specific accounts receivable point of contact to the City. The Company shall notify the City immediately of any change to Company personnel assigned to the City.

(n) At the request of the City, the Successful Offeror shall provide accident reconstruction services.

(o) At the request of the City, the Successful Offeror shall provide casualty adjusting services.

(p) At the request of the City, the Successful Offeror shall provide sanitary sewer overflow investigation services.

(q) The Successful Offeror shall not provide legal representation on behalf of the City.

A-2 Reports and Data

The Successful Offeror shall prepare the following reports based on the investigation of the assigned Incident.

(a) Initial Claims Investigation Report

(i) The Successful Offeror shall prepare an Initial Report containing at a minimum the following information:

- Date, time, and means of how the assignment was received.
- Date, time, and location of the Incident.
- Reporting time of the Successful Offeror's arrival at the Incident.
- A description of the Incident.
- The employee's name, department and division to whom the employee reports, vehicle type, vehicle license plate number, and the four (4) digit City issued vehicle identification number for the City vehicle(s) involved in the Incident.
- The adverse driver's name, date of birth, address, vehicle type, vehicle license plate number, vehicle identification number, auto insurance provider, auto insurance policy number, and the auto insurer's contact number. In the event the adverse driver is not the registered owner of the vehicle involved in the Incident, the name and address of the registered owner shall also be provided.
- The name and address of all vehicle passengers involved in the Incident; if applicable.
- A description of the physical property damage.
- Labeled photographs of the property damage.
- First written preliminary report.

(ii) The Successful Offeror shall provide a written estimate/appraisal of the damages to the adverse claimants' property.

(iii) The Successful Offeror shall provide statements, whether written or recorded, from involved drivers, passengers, and witnesses to the incident.

(iv) The Successful Offeror shall provide claimants with a Notice of Claim Form to complete. Immediately upon receipt, the Successful Offeror shall provide the Notice of Claim Form to the City.

(v) The Successful Offeror shall **not** include a determination of liability in the Initial Claims Investigation Report.

(vi) The Successful Offeror shall email and/or fax the Initial Claims Investigation Report to the City's Project Manager on the day of the Incident.

(vii) Initial Claims Reports must be signed by an insurance adjuster licensed by the State of Nevada under the provisions of NRS 684A.

(b) Initial Claims Investigation Report – City Not at Fault

For those Incidents in which the City is clearly not at fault, the Successful Offeror shall prepare an Initial Claims Investigation Report as identified in Section A-2(a). In these instances, a Final Claims Investigation Report as detailed in Section A-2(c) is not required.

(c) Final Claims Investigation Report

(i) The Successful Offeror shall **not** include a determination of liability in the Final Claims Investigation Report.

(ii) The Successful Offeror shall submit a Final Claims Investigation Report to the City's Project Manager within ten (10) working days of the Incident, or at the conclusion of the performance of Supplemental Services, whichever is earlier.

(iii) Final Reports must be signed by an insurance adjuster licensed by the State of Nevada under the provisions of NRS 684A.

(d) Supplemental Services Report

The Successful Offeror shall provide the City with a Supplemental Services Report containing the information gathered and any investigative conclusions and recommendations resulting from there.

(e) Claim and Status Reports

(i) At the end of each calendar month, the Successful Offeror shall provide the City with a total of five monthly reports:
Claims – Open and closed within the previous month
Subrogations – Open and closed within the previous month
All open existing claims

(ii) The Successful Offeror shall provide the City with status reports at thirty (30) calendar day intervals for all open claims. The Successful Offeror shall **not** charge the City for claim status reports in which claim activity has been inactive.

(iii) The Successful Offeror shall annually provide the City with tort reporting as required by NRS 41.0385.

(f) Data and Access

(i) The Successful Offeror shall provide the City with at least two user log-ins to the Successful Offeror's reporting system, so that the City may view and update City claim data, print reports, and export information.

A-3 Performance Guarantee

The City requests a performance guarantee to avoid performance delays, as follows: in each event that the Successful Offeror does not meet the response or delivery times as outlined in the final Contract, the City will be due a 10% reduction in the next monthly invoice. If an Offeror wishes to propose an alternate performance guarantee structure, that should be addressed as part of proposal Section 4, Exceptions.

A-4 Annual Performance Review

The Successful Offeror shall attend an annual performance review prior to the completion of the current contract term (i.e. initial year, first renewal year, etc.). Attendance may be in person, by video conference or teleconference.

1. Revised Pricing Proposal

CLAIMS ADMINISTRATION SERVICES	TIME & EXPENSE COMPOSITE PRICING		
	YEAR 1	YEAR 2	OPTION YEAR(S)
Service Rate	$77 per hour	$77 per hour	Las Vegas County's CPI Increase
Incident Only/Record Only	$50 per report	$50 per report	$50 per report
Telephone	Included	Included	Included
Copy Work	Included	Included	Included
Stenographs	Included	Included	Included
Postage	Included	Included	Included
Office Expense	Included	Included	Included
Claims Set-Up Fee	Included	Included	Included
Data Processing	$31 per file	$31 per file	Las Vegas County's CPI Increase
Index Bureau (ISO Claims Search and OFAC)	$20 per submission	$20 per submission	$20 per submission
MMSEA Filing Fee (liability claims)	$5 per submission	$5 per submission	$5 per submission
Miscellaneous/Allocated Loss Adjustment Expenses (ALAE) (i.e. police reports, medical records, etc.)	At Cost	At Cost	At Cost
Field Work Services			
Mileage	IRS rate	IRS rate	IRS rate
Photographs/Duplicate Photographs	Included	Included	Included
Large Job Photocopies	At Cost	At Cost	At Cost
Ancillary Services			
Subrogation - (Under $1,000)	20% of net recovery	20% of net recovery	20% of net recovery
Subrogation - (Over $1,000)	18% of net recovery	18% of net recovery	18% of net recovery
Outside Investigations	At Cost	At Cost	At Cost
Appraisals	At Cost	At Cost	At Cost
Surveillance/Fraud Unit	At Cost	At Cost	At Cost
Annual Administration Services			
• **Data & Account Management** • **Account Management** • **Annual Stewardship** • **Quarterly Claims Review**	$5,000	$5,000	Las Vegas County's CPI Increase
Risk Management Information System Services			
• **Setup** (one-time charge) • **RMIS Training/Technical Support** • **Data Conversion(s)** • **3 Users RMIS Access** • **Standard Monthly Loss Runs** • **Report Programming** • **Carrier TPA Oversight** (Data Extract, Feeds, Audits, Compliance & Reporting)	Included	Included	Included
Additional Users	$250/user per year	$250/user per year	$250/user per year
Custom Report Development	$250 per hour	$250 per hour	$250 per hour
Exit IT Services	$250 per hour	$250 per hour	$250 per hour
Banking/Trust Account Services			
Trust Account Maintenance	Included	Included	Included
Check Issuance and Reconciliations	Included	Included	Included
1099 Reporting, including IRS File	Included	Included	Included

Section 1 – Cover Page & Business Information

December 31, 2019

Office of the City Clerk, City Hall, 2nd Floor
495 S. Main Street
Las Vegas, NV 89101

Attention: Pamela Hoffman, Contracts Specialist
Regarding: City of Las Vegas's Project No. 200125-PH for Accident Investigation Services

Dear Ms. Hoffman & Evaluation Committee;

Carl Warren & Company sincerely appreciates the opportunity to continue our 4-year relationship as the Third-Party Administrator for the City of Las Vegas ("City")'s Accident Investigations. As your trusted TPA partner of choice, our primary focus is to ensure the City is receiving the custom services we have promised. We use client feedback to improve and enhance our services, maintain our commitment, and achieve overall client satisfaction.

As an extension of the City's risk management department, Carl Warren will continue to invest time and training in our staff and continue to upgrade our technology. Such investments are essential to the success of our partnership and to ensure the City is receiving the claims handling they require and type of data they need. Our new RMIS platform, FileHandler Enterprise powered by JW Software is near implementation and will be rolled out later in the first quarter of 2020.

We have read the project in its entirety and have no exceptions to the content contained herein. Our response constitutes a firm offer to the City for a minimum of one-hundred twenty (120) days from January 2, 2020.

I, Richard McAbee, am an officer of Carl Warren and am authorized to bind the Company to the terms of this proposal. I am your point of contact for the duration of the RFP process. If I may clarify or provide any additional information, please do not hesitate to contact me directly with the contact information below. We appreciate and value our 4-year partnership and look forward to expanding our new services to continue our relationship. We look forward to your response.

Kind Regards,



Richard McAbee, Chief Marketing Officer
T: 602-485-8228 | C: 602-723-5610 | rmcbaee@carlwarren.com

Section 2 – Qualifications and Experience

(a) <u>Offeror's Experience</u>. Describe Offeror's experience in providing accident investigation services as described in this RFP, including information and examples which substantiate successful and reliable past performance and history of adherence to budget and schedule constraints. Provide a brief description of the Offeror's business history and number of years in operation.

Our Foundation…

Founded in **1944** as an independent adjusting company; incorporated in 1974.	Strong West Coast presence with **22 locations** & growing; capacity to administer claims in all 50 states.	In 2018, we handled **15,000+** auto liability and property damage claims for our clients' automobile programs.

For the past 75 years, Carl Warren has a reputation as one of the premier custom TPA partners in the industry. We specialize in providing third party administrative services to the public and private sectors, insurance companies, and captives. We have successfully worked with our public sector clients, new and existing, to enhance their claims management and accident investigation programs to improve efficiency, reliability, and cost containment. Each public entity requires services specific to their and the carriers' needs, and guidelines, in which we strive to accommodate to.

The City of Las Vegas and Carl Warren's Partnership…

Carl Warren has strived to add value to the entire claim's handling/risk management process at the City. With our proactive claims handling, education and tight supervision, we have adhered to the City's budget and schedule constraints since inception of our partnership. By continuing our relationship, we can continue to build on key initiatives that have been addressed during our current contract period.

- Our Assistant Vice President of Claims, Angelique King, will continue to help improve the City's file quality and help reduce your claim costs.
- Our Client Service Manager, Suzie Spencer, will be a key contact for the City. She will work alongside your Supervisor, Mary Paydar, Senior Claims Examiner, Michael Clayson, and Claims Examiner, Royce Loftis to build a relationship and trust with the City.
- New RMIS platform with custom client dashboard/report capabilities, business rules, and scheduled reporting to provide the City with metrics and analytics to better control your claim costs.
- We strive to bring consistency and stability and have a thorough understanding of the City's expectations and protocols.
- Taking proactive corrective measures when we see an area that needs improvement.

We believe Carl Warren has been successful in the following areas:

- We **act as an extension of City** in dealing with claimants, serving as a buffer at times to prevent acrimony.
- Our **early intervention** during the claim process avoids representation of counsel.
- Our team **gets to the heart of the matter quickly** and resolves claims before they escalate.
- We attempt to resolve claims so that they **do not reach the MMSEA threshold (if they do, we assure MMSEA compliance)**.
- We have an **excellent working relationship** with the City, broker – Willis Towers Watson, and the excess carrier – Trident Public Risk Solutions.
- **Bilingual examiner** on the account, if needed.

We will continue to improve upon the custom services we provide to ensure we continue to meet the City's' expectations. We understand that communication is vital in a partnership, which is why our entire organization (to include Company Executives, Gordon Pennington, President, and Richard McAbee, Chief Marketing Officer), are available to ensure you know how important the City is.

(b) <u>Joint Venture</u>. If the project is to be accomplished through an affiliation or joint venture of two (2) or more firms, the names and addresses of those firms must be furnished, including roles and responsibilities for each. Additionally, foreach affiliated firm or joint venture participant, information regarding experience and qualifications described in (a) above, must be provided.

Carl Warren will continue to be the prime contractor and provide all services.

(c) <u>Key Personnel Experience</u>. Designate the key person who would be assigned as Company Representative for this Contract. Designate two licensed adjusters based in the Las Vegas Valley who would be assigned to the City's account. Identify particular experience and/or skills that would be applicable to the services required.

Richard McAbee, Chief Marketing is the designated Company Representative for this Contract. His resume has been provided in **<u>Response Attachment 2 – Appendix 1.</u>**

We propose to continue with the current staffing the City has. Our adjusters are licensed in Nevada and live within Las Vegas Valley. They are ready to continue accident investigation services for the City as they have adept knowledge of your Claims Service Instructions (CSI's) and your carrier's, Trident Public Risk Solutions, reporting requirements. Below is a brief description of our adjuster's experience.

Michael Clayson
Senior Claims Examiner

<u>Experience & Work History</u>: Michael over 32 years of industry experience handling accident investigations. He analyzes and processes complex claims by investigating and gathering detailed information to determine the exposure on a claim. Michael manages claims through well-developed action plans to an appropriate and timely

resolution. He assesses liability and resolves claims within evaluation and negotiates settlement of claims within the designated authority.

Education & Licenses: Michael received his bachelor's degree from the University of Nevada. Awards and certifications include Vale National Property Course and I-Car Certified. Michael holds his adjusting license in the following states: Nevada, Florida, Texas, Oklahoma, West Virginia, and Washington.

Royce Loftis, SCLA, CEA
Claim Examiner

Experience & Work History: Royce has over 20 years of professional multi-line experience within the claims and insurance industry. He has handled claims for various public entities including, Cities, Counties, Police and Fire Departments, Colleges/Universities, Public Works, School Districts, Large Corporations and Small Business Accounts. Royce has completed his Xactimate certification and is able to write property and automobile estimates.

Education & Licenses: Royce holds an Adjuster License in Alabama, Arizona, Georgia, Florida, Louisiana, Nevada, North Carolina, South Carolina, and Texas. Certificates and designations that he holds are American Educational Institute - SCLA (Senior Claims Law Associate), Xactimate Level 2 Proficiency, CEA - California Earthquake, The Institutes PTC 1 (Property Technical Certification 1), Citizens Louisiana Property, USA Federal Aviation Administration - UAS Drone Remote Pilot and Nevada Realtor.

(d) Workload Accomplishment. Indicate the present workload of project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule. Estimate the percentage and kinds of work to be accomplished by the Offeror with staff presently residing locally.

Investigator	Current Workload	Availability
Michael Clayson	80 files	50%
Royce Loftis	60 files	60%

(e) References. Provide names, phone numbers, email addresses and contact person(s) for at least three references for which similar services have been provided. Ensure these references have given permission to be contacted by the City. Alternatively, the Offeror shall describe their organizational and staff experience providing similar goods or services, as described in the RFP, in sufficient detail to demonstrate the ability to perform the requirements.

We have advised our clients listed below that they may be contacted by a representative of the City.

County of Clark 500 S. Grand Central Pkwy Las Vegas, NV 89155	Carolyn Gargantos, Administrative Specialist T: 702-455-3318 Carolyn.Gargantos@ClarkCountyNV.gov

City of Daly City 330 90th St., Daly City, CA 94015	Rose Zimmerman, City Attorney T: 650-991-8122 rzimmerman@dalycity.org
City of San Bernardino 290 North D St., San Bernardino, CA 92401	Claudia Allen, Human Resources Analyst T: 909-384-5337 Allen_Cl@sbcity.org

Section 3 – Work Plan

(a) Describe how the Offeror will satisfy the requirements detailed in the Statement of Work.
We have read and acknowledged the services outlined in the Statement of Work to its entirety and will comply with all the services required. With our new Vice President of Claims and a newly created position, Client Service Manager, we have more management oversight than before. In addition to, supplementary assets available to the dedicated claims team and the City. Below is our approach to claims handling and how we propose to meet the City's requirements.

A-1 Scope of Work

The Successful Offeror shall be responsible for the following:

(a) The Successful Offeror shall provide all personnel and materials required to perform Accident Investigation Services.
Carl Warren will continue to comply.

(b) The Successful Offeror shall provide a twenty-four (24) hour, seven (7) days per week phone number to receive assignments.
Carl Warren will continue to provide the City with a dedicated phone number and a dedicated email address, CityofLasVegas@carlwarren.com to receive claim assignments.

(c) The Successful Offeror shall investigate each motor vehicle, and/or bodily injury or property damage claim ("Incident") assigned by the City. Potential claim assignments may include but are not limited to:
(i) damage to a City owned motor vehicle involved in an accident which was the fault of another driver, or
(ii) damage to the property of a third-party caused by a City operated vehicle.
Carl Warren will continue to comply.

(d) The Successful Offeror <u>shall not investigate</u> any Incident that does not involve a City vehicle unless specifically directed to do so by the City's Project Manager.
Carl Warren will continue to comply.

(e) The Successful Offeror <u>shall not investigate</u> any incident that involves only City-owned vehicles or property, unless specifically directed to do so by the City's Project Manager.
Carl Warren will continue to comply.

(f) The Successful Offeror <u>shall not respond</u> to Incident call-outs involving only property damage or bodily injury without verification from the City's Project Manager.
Carl Warren will continue to comply.

(g) The Successful Offeror shall prepare investigation reports of each assigned Incident.
Carl Warren will continue to provide the City investigation reports of each assigned Incident.

(h) The Successful Offeror shall provide on-call appraisal services.

Carl Warren will continue to comply.

(i) At the request of the City, the Successful Offeror shall provide rental car arrangements for a claimant.
Carl Warren will continue to provide rental car arrangements for claimants using the services of Enterprise.

(j) At the request of the City, the Successful Offeror shall provide Supplemental Services, which may include further investigational activities and claim adjuster services over and above those activities required for the initial investigation.
Carl Warren will continue to comply.

(k) The Successful Offeror must maintain at least two individuals licensed as insurance adjusters, based in the Las Vegas Valley, assigned to the City's account. The Successful Offeror shall ensure the actual investigation of an accident site and resulting claims are performed by an insurance adjuster licensed by the State of Nevada under the provision of Nevada Revised Statutes 684A.
We propose licensed adjusters, Michael Clayson and Royce Loftis to continue investigation and adjustment services for the City.

(l) The Successful Offeror shall ensure vehicle damage appraisals are prepared by a vehicle damage appraiser licensed by the State of Nevada under the provision of Nevada Revised Statue 684B.
Carl Warren will continue to comply.

(m) The Successful Offeror shall assign a primary and secondary adjuster and a specific accounts receivable point of contact to the City. The Company shall notify the City immediately of any change to Company personnel assigned to the City.
Yes, Carl Warren will continue to comply. Upon award of contract, the City will be given an updated Team Directory that lists the assigned staff's cell phone number(s) in the event they need to be contacted after hours. Any staff changes will be communicated to the City immediately.

(n) At the request of the City, the Successful Offeror shall provide accident reconstruction services.
Carl Warren will continue to comply.

(o) At the request of the City, the Successful Offeror shall provide casualty adjusting services.
Carl Warren will continue to comply.

(p) At the request of the City, the Successful Offeror shall provide sanitary sewer overflow investigation services.
Carl Warren will continue to comply.

(q) The Successful Offeror shall not provide legal representation on behalf of the City.
Carl Warren will continue to comply.

A-2 Reports and Data

The Successful Offeror shall prepare the following reports based on the investigation of the assigned Incident.

(a) Initial Claims Investigation Report

(i) The Successful Offeror shall prepare an Initial Report containing at a minimum the following information:

- **Date, time, and means of how the assignment was received.**
- **Date, time, and location of the Incident.**
- **Reporting time of the Successful Offeror's arrival at the Incident.**
- **A description of the Incident.**
- **The employee's name, department and division to whom the employee reports, vehicle type, vehicle license plate number, and the four (4) digit City issued vehicle identification number for the City vehicle(s) involved in the Incident.**
- **The adverse driver's name, date of birth, address, vehicle type, vehicle license plate number, vehicle identification number, auto insurance provider, auto insurance policy number, and the auto insurer's contact number. In the event the adverse driver is not the registered owner of the vehicle involved in the Incident, the name and address of the registered owner shall also be provided.**
- **The name and address of all vehicle passengers involved in the Incident; if applicable.**
- **A description of the physical property damage.**
- **Labeled photographs of the property damage.**
- **First written preliminary report.**

Carl Warren will continue to comply. Please refer to **Response Attachment 2 – Appendix 1** for a sample of our Initial Investigation Report.

(ii) The Successful Offeror shall provide a written estimate/appraisal of the damages to the adverse claimants' property.

Carl Warren will continue to comply.

(iii) The Successful Offeror shall provide statements, whether written or recorded, from involved drivers, passengers, and witnesses to the incident.

Carl Warren will continue to comply.

(iv) The Successful Offeror shall provide claimants with a Notice of Claim Form to complete. Immediately upon receipt, the Successful Offeror shall provide the Notice of Claim Form to the City.

Carl Warren will continue to comply.

(v) The Successful Offeror shall not include a determination of liability in the Initial Claims Investigation Report.

Carl Warren will continue to comply.

(vi) The Successful Offeror shall email and/or fax the Initial Claims Investigation Report to the City's Project Manager on the day of the Incident.

Carl Warren will continue to comply.

(vii) Initial Claims Reports must be signed by an insurance adjuster licensed by the State of Nevada under the provisions of NRS 684A.

Carl Warren will continue to comply.

(b) Initial Claims Investigation Report – City Not at Fault

For those Incidents in which the City is clearly not at fault, the Successful Offeror shall prepare an Initial Claims Investigation Report as identified in Section A-2(a). In these instances, a Final Claims Investigation Report as detailed in Section A-2(c) is not required.

Carl Warren will continue to comply.

(c) Final Claims Investigation Report

(i) The Successful Offeror shall not include a determination of liability in the Final Claims Investigation Report.

(ii) The Successful Offeror shall submit a Final Claims Investigation Report to the City's Project Manager within ten (10) working days of the Incident, or at the conclusion of the performance of Supplemental Services, whichever is earlier.

(iii) Final Reports must be signed by an insurance adjuster licensed by the State of Nevada under the provisions of NRS 684A.

Carl Warren will continue to comply. Please refer to **Response Attachment 2 – Appendix 1** for a sample of our Final Investigation Claims Report.

(d) Supplemental Services Report: The Successful Offeror shall provide the City with a Supplemental Services Report containing the information gathered and any investigate conclusions and recommendations resulting from there.

Carl Warren will continue to comply.

(e) Claim Status and Reports

(i) At the end of each calendar month, the Successful Offeror shall provide the City with a total of five monthly reports:
Claims – Open and closed within the previous month
Subrogations – Open and closed within the previous month
All open existing claims

(ii) The successful Offeror shall provide the City with status reports at thirty (30) calendar day intervals for all open claims. The Successful Offeror shall not charge the City for claim status reports in which claim activity has been inactive.

(iii) The Successful Offeror shall annually provide the City with tort reporting as required by NRS 41.0385.

Carl Warren will continue to comply. We can provide additional reports as needed. The City is currently receiving the following reports on set basis.

Subscription Name	Schedule
Closed Uncollectable	Once per month (last day of every month)
Denied Tort Claims	Once a quarter (runs on the last day)
Monthly Report	First of the month
New Subrogation Claims	First of the month
Open Subrogation Register	Once per month (last day of every month)

(f) Data and Access

(i) The Successful Offeror shall provide the City with at least two use log-ins to the Successful Offeror's reporting system, so that the City may view and update the City claim data, print reports, and export information.

We will continue to provide the City with 3 user log-ins to our RMIS system, FileHandler Enterprise powered by JW Software. Approved City users can access an extranet environment to perform intuitive reporting and ad-hoc analyses on risk and loss prevention data. Here they can link to individual claims information, drill down to a payment and read the narrative associated with the payment.

A-3 Performance Guarantee

The City requests a performance guarantee to avoid performance delays, as follows: in each event that the Successful Offeror does not meet the response or delivery times as outlined in the final Contract, the City will be due a 10% reduction in the next monthly invoice. If an Offeror wishes to propose an alternate performance guarantee structure, that should be addressed as part of proposal Section 4, Exceptions.

Carl Warren acknowledges this and will comply. Upon award of contract, our leadership and client services department will meet with the City to draft a mutually agreeable performance guarantee.

A-4 Annual Performance Review

The Successful Offeror shall attend an annual performance review prior to the completion of the current contract term (i.e. initial year, first renewal year, etc.). Attendance may be in person, by video conference or teleconference.

Carl Warren has presented an Annual Stewardship report to the City in January 2017. We will continue to offer the City an Annual Stewardship Report at the end of each policy year, if desired. The report focuses on past year goals and objectives, the year in review (results, successes, challenges, and opportunities), financials (savings, benchmarking, total cost of risk), and our approach and recommendation for the upcoming year.

Please refer to **Response Attachment 2 - Appendix 2** for a sample Annual Stewardship report.

(b) Complete Form A – Additional Information

Please refer to the end of this section for the completed **Form A – Additional Information.**

FORM A – ADDITIONAL INFORMATION

(Convenience copy – do not delete or change any questions.)

OFFEROR: Carl Warren & Company

1. After being properly notified, what is the Offeror's maximum response time for arriving to the scene of an accident?

   The maximum response time for arriving at the scene of an accident is 40 minutes depending on traffic conditions.

2. What is the Offeror's maximum turnaround time for initial investigation claims report, and final investigation claims report?

   The maximum turnaround time for the initial investigation claims report 15 days that includes a 24-hour initial contact and acceptance. The final investigations claims reports is completed within 30 days, if not before and can be dependent on the type of claim.

3. In the event, the primary investigator is unavailable; describe the Offeror's back-up process to ensure the maximum response time is still achieved.

   We currently have 2 dedicated local investigators that are handling the City's claims. If there is a need for additional support, we have back-up investigators available. In addition, we have a 24-hour phone line that is manned by 2 investigators.

4. Are the Offeror's investigators home based or do they conduct business from a physical office location?

   The City's 2 dedicated investigators will continue conducting business from our Las Vegas office location. Subrogation services and additional resources available to the City, will continue doing business from our Corporate Headquarters.
   - **Las Vegas:** 2500 N. Buffalor Dr., Suite 110, Las Vegas, NV 89128
   - **Corporate Headquarters:** 17862 E 17th Street, Suite 111, Tustin, CA 92780

5. Describe the Offeror's experience in providing accident reconstruction and casualty adjusting services.

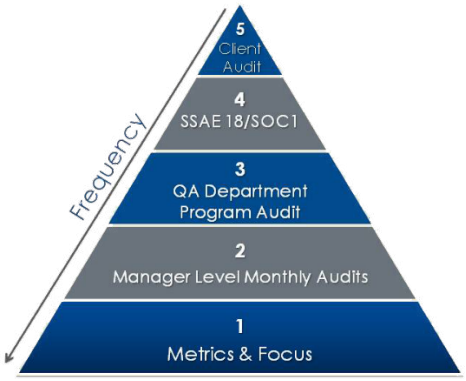
   Carl Warren has been providing accident reconstruction and casualty adjusting services for the past 75 years. Through prompt investigations, documentation, and liability analysis, Carl Warren has a reputation for achieving excellent results for our self-insured clients within the public industry sector. We are staffed with experts that have the proper licensure, experience, and capactity to manage and resolve the City's claims.

6. Describe the Offeror's quality control process.

   Our in-house Quality Assurance (QA) team completes audits on a continual basis on our claims process and staff. These audits can be completed by client, adjuster, or location. The QA team pull monthly management reports that identify claims which might fall outside the agreed upon handling guidelines. This approach allows us to take corrective action before an issue becomes a problem. Our staff are constantly evaluated for internal metrics and subpar performance that require a formal action plan, including corrective action, as needed. Additionally, our supervisors are required to audit 5 files per adjuster monthly to ensure consistent, quality file handling. We have a contract with Marsh Clearsight, also known as the STARS auditing system, wherein we complete, log, track, and score all audits completed company-wide in their auditing system. We also have random audits performed for our SSAE 18/SOC 1 audit report, and our RMIS system, FileHandler Enterprise.

   Our QA team also keeps our claims professionals apprised of pertinent regulatory and legislative developments. Most of our claims staff are members of various professional organizations and industry groups that also provide legislative and regulatory updates.

<u>Third-Party Audits</u>: Carl Warren will continue to comply with any external auditor that the City chooses. We also submit to scheduled carrier audits to ensure we are compliant with all carrier guidelines and meeting the expectations set forth. Carl Warren maintains a library of carrier forms and guidelines that is accessible to all claim personnel. This is to ensure that they have all the information they need to administer claims to the carriers' specifications, as well as our clients'.



The Quality Assurance process for Carl Warren consists of 5 distinct levels. Each level has a specific purpose which is designed to support the individual area of review as well as the entire Quality Assurance program to ensure consistency, integrity, and follows our Best Practices guidelines.

1. **<u>Metrics and Focus Audits:</u> Using the management reports we pull monthly reports that identify claims which might fall outside of agreed upon handling guidelines. These reports include:**
   - **Files which haven't been assigned to an adjuster**
   - **New files without notes 10 days after receipt of claim**
   - **Ongoing files without notes in the last 60-90 days**
   - **Past due diary**
   - **Files without reserves**
   - **Files which haven't been indexed (ISO)**

   This approach allows us to take corrective action early and before an issue becomes a problem. In addition, Carl Warren's Quality Assurance Group (QA) completes several focus and data quality audits throughout the year. These include but are not limited to the following:
   - **Open / Closed file reconciliations**
   - **Reserve analysis and development**
   - **File Inactivity reviews**
   - **Data coding reviews (cause, location, reserves, unknown claimant)**
   - **ISO & MMSEA usage reviews**
   - **Diary compliance audits**

2. **<u>Manager Level Monthly Audits:</u> Managers are required to complete a minimum of 5 standard reviews each month. The reviews will be completed on the standard audit template and will be submitted to the QA Department each month. Our QA Department is responsible for monitoring and ensuring compliance. Our AVP of Claims, Angelique King, and our QA Department, perform quarterly calibration exercises on our claim files. We then communicate the findings to all of our office locations to ensure consistency in quality and expectations. On a semiannual basis, our QA Department will compute and summarize the results of each audit into a trend-based report.**

3. **<u>Quality Assurance Program Audit:</u> The yearly audit will involve a best practice-based audit. The audit will consist of:**
   - **Claims file reviews using the Carl Warren audit template.**
   - **Interviews of managers and staff - file reviews are only part of the story; interviews are needed to gain the complete picture of the operation.**
   - **Job observation – to understand firsthand the workflows and processes used in the office.**

4. **<u>SSAE18/SOC1 Audit Compliance:</u> Statement on Standards for Attestation Engagements, SSAE18/ SOC 1 is an internationally recognized auditing standard that was developed by the American Institute of Certified Public Accountants (AICPA) in 1992. SSAE18/SOC 1 is known as "report on controls placed in operation" and "tests of operating effectiveness". The final deliverable for the audit is commonly called the SSAE18/SOC 1 Service Auditor's Report, a lengthy document which contains a multitude of information regarding the service organization, its overall control structure, framework, test of controls along with adjunct and supporting documentation, such as the Independent Accountant (or Service Auditor's) Report, possible exceptions noted during testing, and any additional information provided by the service organization.**

5. **<u>Client Audit:</u> This is an independent audit of claims handling practices of Carl Warren in respect to the client profile and industry best practices. The City would determine the frequency and entity performing this audit. The results will serve not only to evaluate our claims handling results, but as a tool to calibrate our internal audit activities.**

7. Describe the Offeror's process for handling subrogation.

All file investigations include determining if subrogation or tenders exist. We will continue to utilize our in-house subrogation recovery services for the City's accident investigations. The subrogation department is available to continue to identify, pursue and collect subrogation on City's behalf. All new subrogation referrals are assigned to a subrogation/recovery team, which includes a Senior Subrogation Specialist with over 20 years of experience. Our Subrogation Recovery department has had a record year for the City. ***In 2019 YTD, our subrogation experts have collected $615,482 in recoveries on behalf of the City.***

8. Describe the Offeror's process for investigating sanitary sewer overflows.

Carl Warren has extensive experience investigating sanitary sewer overflows. Our process and timeframe for investigations is as follows:

TIMEFRAME	SERVICE	EMPLOYEE
< 24 hours	Contact with claimant, witness and the client	Claims Adjuster
24-48 hours of receipt of claim	Review of new matter and assignment of file	Supervisor
< 48 hours	Enter claims information into the RMIS database	Claims Adjuster
< 7 days	Plan of Action entered into the Claim Notes in RMIS	Claims Adjuster
< 7 days	File reserves are established	Claims Adjuster
< 7 days	Maintain diary for initial handling completion	Claims Adjuster
< 7 days	ISO/MMSEA Indexing	Claims Adjuster/Claims Assistant
< 14 days	Initial investigation findings reported to the client if warranted, otherwise inserted in claim notes	Claims Adjuster
< 15 days	Excess notification	Claims Adjuster
< 30 days	Complete investigation and take Action on claim	Claims Adjuster
< 30 days	Maintain diary – investigation update (every 30-60 days thereafter)	Claims Adjuster
Every 30 days	Plan of Action and reserves are reviewed	Supervisor
Every 30 days	10 Files audited	Supervisor
As applicable	MMSEA Filings	Claims Adjuster

<u>Claim Reporting & Setup:</u> New claims will continue to be reported by email or phone. We have a dedicated email box for the City to expedite claims assignment and setup. The notice will be reviewed by the supervisor and assigned to the adjuster, typically within 8 hours. Via email we will confirm receipt with a claim number to the City.

<u>Translation Services (If needed):</u> In the event a bilingual adjuster is needed for non-English speaking claimants, Carl Warren can provide this at no additional costs. We employ bilingual staff and have ready-access to other translation services, if necessary.

File Documentation: Within twenty-four (24) hours of receipt of the first report, a file is created, initial reserves established, assigned the proper code numbers, and the necessary data is entered to Filehandler. The adjuster documents all correspondence, investigation and discussions on each file in the File Notes section of FileHandler. Files are documented by retaining all correspondence received from the claimant or their representative. Summaries of all telephone conversations are also clearly documented in the file. All loss payments and expense payments are separated making the financial information easy to review and audit.

Reserving: The initial reserve takes into consideration all potential payments related to the loss including liability, codefendants and allocated expenses to arrive at an ultimate net loss figure. Case reserves are established no later than seven (7) days of receipt of the claim. They are established on a case-by-case basis. The liability exposure, expense, venue and anticipated life of the claim are all factors taken into consideration when reserving a file. The first element of proper reserving is a timely and professional investigation into liability and damages. Our automobile liability experience in with public sector clients allows us to adequately evaluate and reserve the claim as they differ in scope from most other types of claims. We do not use average case reserving and avoid stair-stepping the reserves on any claim. Reserves are reviewed every 60 days and adjusted within 30 days of new information that warrants a change. Any reserve revisions will be clearly explained in the file notes.

Diary Review: Our files are on strict diary and are reviewed at pre-established intervals, to ensure the timely investigation and completion of work as well as the adequacy of the established reserves. The system is customized for the City and the adjuster's present diary is for 7, 45 and then 90 days. The supervisor receives reports weekly as to late diaries. The supervisor also audits at minimum 5 adjuster files monthly. Any trends or problems found are addressed internally. The supervisor approves all reserve changes, payments and ensures the files are on diary.

Settlement Authority: Settlement Authority levels differ depending on the clients' needs and desires. Upon award of contract, our team will meet with the City's team to develop a CSI/Client Profile that will serve as the instructions for consistent claim handling. We will come to a recommended settlement authority amount at this time.

Investigations: Where the City determines that an investigation is necessary, the focus of our investigation is on the timely gathering of critical information and preservation of potential evidence. Our dedicated adjusters arrive at the scene and perform a thorough inspection. We will make contact with the claimant and begin our investigation. The results of the investigation are analyzed, and a liability determination is made, taking into consideration the possible comparative fault of the claimant, any applicable contractual indemnity provisions, tenders and State Statutes. The request for information is sent to Winny Wallen, Insurance Services Specialist and Matthew Meyer, Street Supervisor. We will ascertain if there is prior notice of the defect and handle accordingly. This is followed up with our recommendation report to the City. Within two (2) business days of receipt of a new claim, the adjuster enters the claim information into Filehandler. The initial investigation findings are reported no later than five (5) days with a complete investigative report provided within 20 days. The goal is to complete a comprehensive investigation and evaluation expeditiously and advise the client of their liability exposure. We then act on the City's authority to deny or resolve the claim as quickly, fairly and efficiently as possible.

Fraud/SIU Investigations: If fraud is suspected, the City's team of experts will promptly identify claims and work directly with key contacts to discuss a plan of action. We recommend a SIU/Fraud partner for compliance purposes when there is a need for surveillance or statements to be taken. Although we have partner relationships in place, the claims team can work directly with any appointed investigative service provider of City's choice.

9. Describe the Offeror's experience interpreting and analyzing municipal liability claims in the State of Nevada, including familiarity with tort law as described in Nevada Revised Statutes.

Carl Warren has been handling claims in the State of Nevada for 28 years. As we work with over 200 self-insured entities and attorneys that defend them, we continually keep our staff appraised on the latest changes are informed by our partner law firms, who provide information regulatory updates to us.

10. If available, describe the technology available to the City for electronic retrieval of reports and other claim information.

Risk Management Information System (RMIS) – FileHandler Enterprise powered by JW Software
With client feedback, we have started the implementation process of our new RMIS platform with JW Software Filehandler Enterprise Claims Management System! Our IT Department are working diligently to ensure a smooth and efficient transition company-wide. This upgrade will help provide the City an easy-to-use online proprietary system with a customized dashboard for better metrics and analytics and will present graphs and charts when viewing each claim.

Filehandler Enterprise will allow the City with customized access to financial and claim information. The system is structured as a risk management tool in addition to providing claims data, in addition easy-to-use access to records. Approved City members will be provided with a unique username and password. Users can access the system to view and sort data, generate graphs, print reports, and export information to a variety of formats including, but not limited to, Excel, PDF and TXT.

Through the new platform, the City will continue to have 24/7/365 real-time direct access to the adjuster's file notes, all claimant information, and your financial data, to include financial summary and payment detail. From here, approved City users can perform intuitive reporting and ad-hoc analyses on risk and loss prevention data. Here they can link to individual claims information, drill down to a payment and read the narrative associated with the payment.

Report Customization: Carl Warren can customize the loss runs to the City's requirements and needs. While we have 50+ standard loss run templates, each of our clients have different needs. We can sort, filter, add fields (even custom fields), subtotal, or total within the system and we save this template so that all future reports are setup to the Citys' needs.

Please see the Response Attachment 2 – Appendix 3 for the benefits and snapshots of our new RMIS platform.

11. List with a brief description any additional reporting tools and/or reports that may be available to the City; provide examples as available.

Ad hoc reporting is fully supported as are subscription services for emailed reports and event-based alerting. There are 50+ standard report templates available to our the City online, and can also be scheduled for email delivery. Frequency options for delivery include daily, weekly, monthly and quarterly. Below is a list of reports the City is currently receiving.

Subscription Name	Schedule
Closed Uncollectable	Once per month (last day of every month)
Denied Tort Claims	Once a quarter (runs on the last day)
Monthly Report	First of the month
New Subrogation Claims	First of the month
Open Subrogation Register	Once per month (last day of every month)

Please refer to Response Attachment 2 – Appendix 3 for the City's reports.

12. Describe where and how the City's data will be stored, including security procedures and certifications.

The City's data will be housed on JW Sotfware's servers and ecrypted at rest.

13. Describe the Offeror's process for returning data to its customers upon completion of a contract. What is the data delivery format? How many days are required for the return of customer provided data?

Upon completion of the contract, data will be returned to the City in the format requested by the client and in accordance with the guidelines requested by the client.

14. Describe the Offeror's policy for record retention? How long are records retained?

Eletronic files are kept indefinitely and physical files are kept for 7 years. If the data is related to a minor, 5 years from the time the individual turns 18-years old of age.

15. Specify the Offeror's maximum response time for returning a phone call or responding to an email from the City's Project Manager.

Maximum response time to respond to City's Project Manager is within eight (8) working hours.

Section 4 – Exceptions

Describe any exceptions taken to the Statement of Work or the Contract provided under the Attachments Tab. Such exceptions will be taken into consideration during evaluation and may impact evaluation results. If no exceptions are included with the Proposal, the terms and conditions will not be subject to negotiation and shall be deemed accepted by the Successful Offeror.

We have read the Statement of Work and the Contract provided and have no exceptions to the content.

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: Carl Warren & Company	
Address: 17862 E. 17th Street, Suite 111	**City / ST / Zip:** Tustin, CA 92780
Telephone: 602-485-8228	**EIN or DUNS :** 07-530-7926
Block 2: Description / Subject Matter of Contract	
Services for: Accident Investigation Services	**Project Number:** 200125-PH

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	Claims Technology Group of America Inc.	6320 Canoga Ave, Floor 12, Woodland Hills, CA 91367	818-598-8900
2	Jason Turner, CEO	6320 Canoga Ave, Floor 12, Woodland Hills CA 91367	818-598-8900
3	William Lopatin, Chairman	6320 Canoga Ave, Floor 12, Woodland Hills, CA 91367	818-598-8970
4	Gregory Econn, Managing Director	143 S. Orange Dr., Los Angeles, CA 90036	323-525-1234
5	Neal Sutton, Principal	213 Hillhurst Blvd, Toronto, Ontario, Canada M5N IP3	416-587-5324
6	Archibald Holdings, Ltd, Principal	P.O. Box 16370, Vlaeberg, Cape Town 8018, South Africa	27-82-523-7591
7	David Rosen, Managing Director	70 Bridge Plaza, Manalapan, NJ 07726	732-786-5150
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification *(Notarized signature required in event of contract award per section 4, "Incorporation")*

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

Signature

March 3, 2020

Date

Subscribed and sworn to before me this 3rd day of March, 2020

Notary Signature

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 2nd day of March, 2020,
by Date Month Year

(1) George G Palmer

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

MARCIA SIMON
Notary Public - California
Los Angeles County
Commission # 2212456
My Comm. Expires Sep 29, 2021

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Certificate - Disclosure of Ownership / Principals

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2017 National Notary Association

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve award of Contract 19.46330-JH, Construction Manager at Risk Agreement for Las Vegas Boulevard Improvements - Stewart Avenue to Sahara Avenue - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($109,450,000 - Road & Flood Capital Project Fund, Sanitation Enterprise Fund) - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $109,450,000
Funding Source: Road & Flood CPF, Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project will be along Las Vegas Boulevard for a total of 11,500 linear feet. The project will include full roadway improvements, new sanitary sewer mains, new sanitary sewer manholes, new waterlines, new storm drain facilities including storm drain system drop inlets and various storm drain laterals. This is being funded through Regional Transportation Commission Fuel Revenue Indexing (FRI). Las Vegas Paving Corporation is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 19.46330-JH

OWNER-CMAR AGREEMENT FOR CONSTRUCTION

THIS CONSTRUCTION MANAGER AT RISK CONSTRUCTION SERVICES AGREEMENT (the "Contract") is made and entered into as of_____, 2020 between the City of Las Vegas (the "Owner"), a municipal corporation of the State of Nevada, and LAS VEGAS PAVING CORPORATION, a corporation organized and existing under the laws of the State of Nevada and authorized to do business in the State of Nevada (the "Construction Manager at Risk" or "CMAR"). The City and the CMAR are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Owner intends to construct 18.71032-DC Las Vegas Boulevard Improvements – Stewart to Charleston, *renamed* **19.46330-JH Las Vegas Boulevard Improvements – Stewart Ave to Sahara Ave** (the "Project"); and

WHEREAS, the Owner is authorized under NRS 338.169-338.1699 to contract with a qualified CMAR for an eligible public work following the selection procedures contained therein; and

WHEREAS, the Owner and CMAR have entered into an Agreement for Construction Manager at Risk Preconstruction Services for the Project; and

WHEREAS, the Owner desires to retain a contractor to perform construction services, and the CMAR desires to provide these services hereinafter set forth below;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto, intending to be legally bound, agree as follows:

1. **PROJECT DESCRIPTION.** The Project consists of the construction more fully set forth and described in the Contract Documents.

2. **CONSTRUCTION COVENANT**. The CMAR hereby covenants and agrees to undertake and complete the Work (defined in the Contract Documents) in a good, substantial and workmanlike manner. The CMAR further agrees to provide the materials, labor, tools, and equipment necessary to properly and expeditiously complete the Work in strict accordance with the requirements of the Contract and other Contract Documents and to accept payment of the Contract Amount, subject to any adjustments under the terms of the Contract, as complete compensation therefor (including all of the expenses, direct or indirect, incurred by the CMAR in connection therewith).

3. **CONTRACT AMOUNT.** For furnishing all labor, materials, equipment, tools and services and for doing everything required by this Contract and the other Contract Documents, the Owner will pay and the CMAR shall accept the Contract Price, as defined in the General Conditions, which in no event shall exceed the Guaranteed Maximum Price of **$ 109,450,000.00**. The Guaranteed Maximum Price includes, Cost of the Work, General Conditions, CMAR Fee, CMAR Contingency, and Owner's Contingency; Owner's Contingency is comprised of Conflicts and Contingencies, Risk Allowance, and Itemized Changes.

The CMAR's Guaranteed Maximum Price (GMP) for the entire Work on the Project consists of:

A.	Cost of the Work (excluding General Conditions)	$ 80,500,000.00
B.	General Conditions*	$ 7,860,349.44
C.	CMAR's Fee*	$ 5,635,000.00
D.	CMAR's Contingency**	$ 805,000.00
E.	Owner's Contingency***	$ 14,649,650.56
F.	**Total Guaranteed Maximum Price**	**$ 109,450,000.00**

Percentage Split of GMP Savings:	Owner	CMAR
	70%	30%

Savings includes underrun of the total guaranteed maximum price, including CMAR's contingency remaining at the end of the project; however, savings does NOT include unused Owner's Contingency. One hundred percent (100%) of the unused Owner's Contingency, shall be retained by the City.

* The General Conditions and CMAR's Fee shall be calculated as a percentage of the Cost of Work.

** The **CMAR's Contingency** shall be used at the discretion of the CMAR; however, the CMAR shall notify the Owner in writing of the intent to utilize the CMAR's contingency prior to any expenditures.

*** **Owner's Contingency** shall only be used at the discretion of the Owner and shall be agreed upon by Owner in writing. Each expenditure shall include all associated Cost of Work, CMAR General Conditions, and CMAR fee; when calculating the General Conditions and CMAR fee, both parties agree to the same percentages as calculated for the project. The Owner's Contingency shall consist of 1) Conflicts and Contingencies, 2) Itemized Changes and 3) Risk Allowance.

4. DOCUMENT INCORPORATION. The Contract consists of this three (3) page document and the following documents incorporated herein by this reference as a part hereof:

A. General Conditions, **Exhibit "A"** attached hereto
B. GMP Bid Schedule, **Exhibit "B",** attached hereto
C. Schedule of GMP Allowances and Qualifications & Clarifications, **Exhibit "C" and Exhibit C-1 Owner Contingency,** attached hereto
D. Special Provisions and Plans for 19.46330-JH Las Vegas Boulevard Improvements – Stewart Ave to Sahara Ave , **Exhibit "D"** attached hereto
E. Copy of Key Personnel List, **Exhibit "E"** attached hereto
F. Geotechnical and Environmental Reports, **Exhibit "F"** attached hereto
G. Listing of Work Estimated by CMAR to Exceed 1% of Cost of Public Work, **Exhibit "G"** attached hereto
H. Year-Year Prevailing Wage Rates, **Exhibit "H"** attached hereto

5. COMMENCEMENT AND COMPLETION DEADLINE. Time is of the essence in the performance and completion of this Contract. The CMAR shall commence the Work on the date set by the City in the Notice to Proceed, and shall achieve Substantial Completion of the entire Work within **One Thousand Ninety-Five (1095) calendar days** thereafter, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. LIQUIDATED DAMAGES. The CMAR agrees that time is of the essence of this Agreement and further agrees to satisfactorily complete the Work in accordance with the Contract Documents. If the CMAR shall neglect, fail, or refuse to complete the Work for any reason within the time specified for Substantial Completion in the Contract plus any adjustments to the Contract Time resulting from approved Change Orders, then the CMAR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, as follows:

Liquidated damages shall not accrue after the date of Substantial Completion provided the CMAR completes all punch-list work within the time limit stipulated in the Certificate of Substantial Completion. Liquidated damages shall accrue at the sum of **$3,500 per calendar day** if the CMAR does not complete all punch-list work within the time limit stipulated in the Certificate of Substantial Completion.

The said amounts are fixed and agreed on by and between the CMAR and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the CMAR to complete the Work on time, such as architectural and engineering inspection, supervision and contract administration, loss of revenue, cancellation costs for schedule performances, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the CMAR.

7 NOTICES. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

To the Owner: Manager, Purchasing & Contracts
City of Las Vegas
495 South Main Street, 3rd Floor
Las Vegas, NV 89101-2986
Phone: 702-229-6231 Fax: 702-384-9964
Email: purchasing@lasvegasnevada.gov

To the CMAR: Director, Ryan Mendenhall
Las Vegas Paving Corporation
4420 South Decatur Boulevard
Las Vegas, Nevada 89103
Phone: 702-251-5800
Email: ryan.mendenhall@lvpaving.com

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein.

IN WITNESS WHEREOF, the Owner and the CMAR have made and executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS

TRESSA FERNANDEZ
Acting Manager, Purchasing and Contracts

CMAR – LAS VEGAS PAVING CORPORATION

RYAN MENDENHALL, Director

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM: John S. Ridilla
Deputy City Attorney

John S. Ridilla 2/4/2025
Deputy City Attorney Date

EXHIBIT A - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

SECTION 2. CMAR'S RIGHTS AND RESPONSIBILITIES

2.1 Responsibility for the Security of the Work and Project Site
2.2 Responsibility for Protecting Adjacent Areas
2.3 Responsibility for Construction Safety
2.4 Responsibility for Clean-Up of the Work Site
2.5 Responsibility for Construction Procedures
2.6 Responsibility for Employment of Competent Superintendent and Project Manager
2.7 Responsibility for Uncovering and Correcting the Work
2.8 Responsibility for Permits and Fees
2.9 Responsibility for Record Documents
2.10 Responsibility for Substitution of Materials, Products or Services
2.11 Responsibility for Delivery and Storage of Materials and Equipment
2.12 Responsibility for Emergencies
2.13 Responsibility for Payment of Subcontractors and other Parties
2.14 Responsibility for Schedule of Values
2.15 Responsibility for Site Inspection

SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

3.1 Owner's Designated Representative
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SECTION 1. DEFINITIONS

The following definitions shall apply to the Contract:

a) **"Addendum"** means a written change or other written instrument issued by the Owner via the City of Las Vegas Purchasing and Contracts Office that amends or otherwise changes the GMP Setting Documents prior to submission of the GMP.

b) **"Applicable Law"** means (1) any federal, state, or local law, code, or regulation; or (2) any formally adopted and generally applicable rule, requirement, determination, standard policy, implementation schedule, or other order of any governmental body having appropriate jurisdiction to the extent it relates specifically to the construction of the project and the responsibilities of the CMAR under the Contract. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein, and the Contract shall be read and enforced as though such provision were included therein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall be physically amended to make such insertion or correction. The Owner acknowledges that the respective design professionals and/or Owner, and not the CMAR, are responsible for Contract Document compliance with Applicable Law. This acknowledgement in no way limits the responsibility of the CMAR to diligently perform the Scope of Services in the Agreement for Construction Manager at Risk Preconstruction Services for the Las Vegas Boulevard Improvements from Stewart Avenue to Charleston Boulevard, dated Insert Preconstruction Services Execution Date, between the Owner and the CMAR.

c) **"As-Builts"** means record drawings or drawings representing the 'as-built' condition of the Work.

d) **"Certified Payroll Report"** means the record required to be compiled, maintained, and submitted by the CMAR and its Subcontractors to the Owner in compliance with NRS 338 and any other provisions of Nevada law.

e) **"Construction Change Directive"** means a written order from the Owner directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The CMAR is to proceed immediately with the implementation of the Construction Change Directive.

f) **"Change Order"** means a written order to the CMAR signed by the Owner and CMAR issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the CMAR's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

g) **"City"** means the City of Las Vegas, a municipal corporation of the State of Nevada.

h) **"CMAR Contingency"** means the allowance that may be utilized by the CMAR to cover certain Cost of the Work as further defined in these General Conditions.

i) **"CMAR Fee"** means the non-Project specific Overhead and Profit as further defined in Section 4 of this Contract.

j) **"CMAR General Conditions"** means the costs as further defined in Section 4 of this Contract.

k) **"Conflicts and Contingencies"** means the method of payment for additional work as directed by the Owner and is included in the Owner Contingency; Exhibit C-1.

l) **"Construction Manager at Risk" (CMAR)** means the Contractor with whom the Owner has entered into this Contract to perform the Work.

m) **"Construction Manager at Risk Work", "CMAR Work" or "Work"** means everything required to be furnished and done for and relating to the construction of the Project by the CMAR pursuant to this Contract. CMAR Work includes the employment and furnishing of all construction services, labor, materials, equipment, supplies, tools, scaffolding, transportation, utilities, temporary facilities and other things and services of every kind whatsoever necessary for the full performance and completion of the CMAR's responsibility to obtain Permits, except as detailed in the Special Provisions, procurement of equipment and materials, construction, management, coordination and related

obligations with respect to the construction of the Project under this Contract, including all completed structures, assemblies, fabrications, acquisitions and installations, and all of the CMAR's administrative, accounting, record keeping, notification and similar responsibilities of every kind whatsoever under this Contract pertaining to such obligations. A reference to CMAR Work shall mean any part and all of the CMAR Work unless the context otherwise requires, and shall include all extra CMAR Work authorized by Change Order or Work Change Directive.

n) **"Consultant"** means the licensed Architect, Engineer or other design professional and its consultants, retained by the Owner to perform design services for the Project.

o) **"Contract"** means the Owner-CMAR Construction Agreement, which does not come into existence until executed by all parties, and all other documents incorporated therein by reference.

p) **"Contract Amount"** means the compensation to be paid the CMAR to construct the Work and is included in the "Amount of Contract" section of the Owner-CMAR Construction Agreement by the Owner.

q) **"Contract Award Date"** means the date this Contract is awarded by the Owner to the CMAR and date this Contract becomes effective.

r) **"Contract Documents"** means the Owner-CMAR Construction Agreement, General Conditions, Special Provisions, Plans and, if applicable, the Addenda or other Modifications made to the aforementioned documents.

s) **"Contract Time"** means the number of days set forth in the Owner-CMAR Construction Agreement for constructing the Work for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

t) **"Cost of the Work"** means the cost to construct the Work, as further defined in Section 4.05.b.1.

u) **"Critical Path"** means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."

v) **"Date of Substantial Completion"** means the date established and certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work, or designated portion thereof, for the use for which it is intended.

w) **"Day"** means a calendar day unless otherwise specifically designated.

x) **"Designated Representative"** means the person authorized pursuant to Section 3.01 (Designated Representative) of the Contract to act or make decisions on behalf of the Owner.

y) **"Drawings"** mean the diagrammatic representations of the requirements for construction of the Work that are incorporated as a part of the Contract.

z) **"Final Completion"** occurs on the date when the obligations of the CMAR under this Contract are complete and accepted by the Owner and final payment becomes due and payable.

aa) **"Force Majeure"** The CMAR shall be excused from performance hereunder during the time and to the extent that the CMAR is prevented from obtaining, delivering, or performing in the customary manner, 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 or acts of terrorism. The CMAR shall provide the Owner evidence that nonperformance is due to other than fault or negligence of the CMAR.

bb) **"Good Construction Practices"** means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good equipping, installation, construction, commissioning and testing practices for the construction and improvement of capital assets in the construction industry as followed in the southwestern region of the United States.

cc) **"Governing Body"** means the Las Vegas City Council or any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, City, commission, administration, court or other body, or any official thereof having jurisdiction.

dd) **"Guaranteed Maximum Price" or "GMP"** means the maximum amount which the Owner is obligated to pay CMAR for construction of the Project, inclusive of all costs, general conditions, and fees of CMAR in connection with the Work.

ee) **"Guaranteed Project Schedule"** means the initial schedule of the Work submitted by the CMAR and accepted by the Owner at the outset of the Project which is used as the baseline for comparing the progress of the Project. Such schedule is further described in Section 101 of the Special Provisions.

ff) **"GMP Setting Documents"** means the Special Provisions and Drawings prepared by the Architect/Engineer, reviewed by the CMAR during Pre-Construction Service and utilized by the CMAR to prepare the GMP.

gg) **"Hazardous Material"** means any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal or clean-up.

hh) **"Insurance Requirement"** means any rule, regulation, code, or requirement issued by any insurance company which has issued a policy of required insurance under this Contract, as in effect during this Contract, compliance with which is a condition to the effectiveness of such policy.

ii) "Itemized Contingency" means the project work as itemized in Exhibit C-1.

jj) **"Key Personnel"** means that individuals identified by CMAR in its Proposal. Each of these individuals shall be required to have, and to maintain, the appropriate training for their respective positions and shall be full time in such positions.

kk) **"Labor Commissioner"** means the person appointed and functioning pursuant to NRS Chapter 607 who is charged with enforcing the labor laws of the State of Nevada.

ll) **"Lien"** means any and every lien against the Project or against any monies due or to become due from the Owner to the CMAR under this Contract, for or on account of the Work, including mechanics', materialmen's, laborers' and lenders' liens.

mm) **"Major Change in the Work"** means changes to the Work ordered by the Owner in writing that involve adjustment to the Contract Amount or extension of the Contract Time and may be inconsistent with the Construction Documents.

nn) **"Material Notice to Proceed"** means the document issued by the Owner establishing the date the CMAR is allowed to begin ordering materials for incorporation into the Work but does not allow construction activity at the site prior to issuance of the Notice to Proceed unless otherwise agreed in writing by the Owner.

oo) **"Minor Change in the Work"** means changes to the Work ordered by the Owner in writing that do not involve adjustment to the Contract Amount or extension of the Contract Time and are not inconsistent with the Construction Documents.

pp) **"Modification"** means (i) any Addenda related to the GMP Setting Documents (ii) a written Change Order, (iii) a written interpretation, (iv) a written order issued by the Owner for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

qq) **"Notice of Award"** is the letter issued by the Owner notifying the CMAR of the award of the Project by the City Council, authorizing the CMAR to proceed with the procurement of the bonds and insurance, and including the Owner-CMAR Agreement for execution and return to the Owner.

rr) **"Notice to Proceed"** means the document issued by the Owner that (i) establishes the date the CMAR is allowed to begin construction activity at the site, and (ii) commences the running of the Contract Time.

ss) **"Owner"** means the City of Las Vegas.

tt) **"Owner's Designated Representative"** means Owner's employee identified in Section 3.01 (Designated Representative) of the Contract.

uu) **"Permits"** means all orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issued by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Construction of the Project.

vv) **"Product Data"** means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and other information furnished by the CMAR to illustrate a material, product or system for some portion of the Work.

ww) **"Progress Record Documents"** means the set of documents maintained by the CMAR indicating the actual as-built revisions to the Work and Contract Documents, which are further described in Section 105 of the Special Provisions.

xx) **"Progress Schedule"** means a version of the schedule for the Work provided by the CMAR subsequent to the Guaranteed Project Schedule, pursuant to the requirements of the Contract related to issues such as time extensions, claims, payments, tardiness and recovery.

yy) **"Project"** means the total construction of which the Work performed provided under the Contract may be the whole or a part thereof and which may include construction by the Owner or by other contractor hired by the Owner.

zz) **"Promptly"** means without delay and on time.

aaa) **"Risk Allowance"** means the not-to-exceed amount total for all items listed on the Risk Register, Exhibit C-1.

bbb) **"Risk Register"** means the itemized details of risk assessment discovered during Pre-construction services and was agreed upon by both parties to be project risk, each item on the Risk Register shall be utilized on a Force Account basis.

ccc) **"Reasonable Time"** means ten (10) business days, except where otherwise specified, or unless City Council action is required.

ddd) **"RFI"** means a Request for Information initiated by the CMAR to obtain clarification or information regarding the Project.

eee) **"Samples"** mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the CMAR and that establish standards for the judgment of the Work.

fff) **"Shop Drawings"** mean the drawings, diagrams, schedules and other data specially prepared for the Work by the CMAR or any Subcontractor, manufacturer, Supplier or distributor to illustrate some portion of the Work.

ggg) **"Special Provisions"** means the written descriptions of the requirements for the Work incorporated as a part of the Contract.

hhh) **"Site"** means the location of the Project where the Work is to be performed.

iii) **"State"** means the State of Nevada.

jjj) **"Subcontractor"** means any individual or entity who is sublet any part of the Work by the CMAR. There is no contractual relationship between the Owner and the Subcontractor who performs work or services for the CMAR.

kkk) **"Submittal"** means the item required by the Contract Documents to be provided to the Owner for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

lll) **"Substantial Completion"** means the point in time when, in the opinion of the Owner, construction is sufficiently complete, in accordance with the Contract Documents, that the Owner can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any

portion thereof. A Certificate of Substantial Completion shall be issued by the Owner establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

mmm) **"Supplier"** means an entity selected by CMAR or Subcontractor of any tier for the supply of any materials or equipment for the Project.

nnn) **"Tax"** means any tax, fee, levy, duty, impost, charge, surcharge, assessment or withholding, or any payment-in-lieu thereof, and any related interest, penalty or addition-to tax.

ooo) "**Work**" Reference "Construction Manager at Risk Work" definition.

SECTION 2. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

Section 2.01 Responsibility for the Security of the Work and Project Site

a) The CMAR is responsible at all times for the Work and for the Project site regardless of whether or not the Owner has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the CMAR and the Owner. The CMAR shall conduct its operations under the Contract in a manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the CMAR, Owner or any other person. The CMAR shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The CMAR shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

b) The CMAR shall cooperate with the Owner on all security matters and shall promptly comply with any security requirements established by the Owner. Such compliance with these security requirements shall not relieve the CMAR of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the CMAR's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Work site. The CMAR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the Owner in a timely manner.

Section 2.02 Responsibility for Protecting Adjacent Areas

a) Unless otherwise specifically provided in the Contract, the CMAR shall not perform the Work in a manner that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the Owner. Thereafter, and before it begins the Work, the CMAR shall give due notice to the Owner of its intention to start the Work. The CMAR shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

b) The CMAR shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the Owner has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

Section 2.03 Responsibility for Construction Safety

a) The CMAR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CMAR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

b) The CMAR shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The CMAR shall designate a responsible member of his organization whose duty shall be the prevention of accidents.

c) Except as otherwise stated in the Contract, if the CMAR encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project site, the CMAR shall immediately stop work in the area affected and give notice of the condition to the Owner. The CMAR shall not resume the Work in the affected area

without written direction by the Owner.

Section 2.04 Responsibility for Clean-Up of the Work Site

The CMAR shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the CMAR shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the CMAR shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the Owner in accordance with all applicable federal, state, and local laws, ordinances and codes. The CMAR shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, the Owner may satisfy the requirements of this Section at the CMAR's expense.

Section 2.05 Responsibility for Construction Procedures

a) The CMAR shall supervise and direct the Work using its best skill and attention. The CMAR shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

b) The CMAR shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the Owner in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the CMAR.

Section 2.06 Responsibility for Employment of Competent Project Personnel

The CMAR shall employ competent project personnel that are acceptable to the Owner to oversee various aspects of the Project. Any substitution of the personnel defined in this section is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the Owner.

a. Project Manager. The Project Manager shall to oversee all Work on the Project. The Project Manager shall have the authority to act on the CMAR's behalf on contract-specific issues. This individual shall be present at the progress meetings, and be involved in the chain of dispute resolution, change order negotiation, schedule development, public involvement, and other project specific activities where additional CMAR oversight is required to ensure full compliance with Contract requirements. The Project Manager shall continue in that capacity for the duration of the Project, unless the Project Manager ceases to be on the CMAR's payroll or the Owner otherwise agrees to a substitution in writing.

b. Superintendent. The Superintendent shall manage all Work on the Project, including all subcontracted Work. The Superintendent shall represent the CMAR and all communications given to the Superintendent shall be as binding as if given to the CMAR. The Superintendent shall be available 24 hours a day and shall be on the construction site when there is any construction activity taking place on the Project. During day and night work schedules, the Superintendent may appoint additional deputy superintendents, as approved by the Owner.

The Superintendent shall be present at the progress meetings and be available as needed to meet with the Owner regarding the progress of the Work and related activities. Failure to maintain a Superintendent on the Project site at all times work is in progress shall be considered a material breach of this Contract, entitling the Owner to terminate the Contract or, alternatively, issue a stop Work order until the Superintendent is on Project site.

The Superintendent shall continue in that capacity for the duration of the Project, unless the Superintendent ceases to be on the CMAR's payroll or the Owner otherwise agrees to a substitution in writing.

c. Project Scheduler. The Project Scheduler shall maintain an accurate and up-to-date project schedule as set forth in Special Provision 108.

Section 2.07 Responsibility for Uncovering and Correcting the Work

a) If any portion of the Work has been covered contrary to the request of the Owner or contrary to the requirements stated in the Contract, the CMAR shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the CMAR's expense without any adjustment to the Contract Time.

b) If any portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the CMAR shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced

and recovered at the CMAR's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the Owner.

Section 2.08 Responsibility for Permits and Fees

Unless otherwise provided in the Contract Documents to be the responsibility of the Owner, the CMAR shall secure all the necessary Permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

Section 2.09 Responsibility for Record Documents

The CMAR shall keep a marked-up, up-to-date set of the Progress Record Documents subject to the provisions of Section 105 of the Special Provisions. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

Section 2.10 Responsibility for Substitutions of Materials, Products or Services

a) **Criteria.** The CMAR may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

Prior to proposing the substitution, the CMAR shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (ii) the substitution will result in a cost savings, reduced construction time or similar demonstrable benefit to the Owner. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

b) **Procedure.** The CMAR shall, within ten (10) days after award of the Contract submit to the Owner a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the Owner to make a fair and equitable decision concerning the proposed substitution. If the CMAR fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the Owner, a written authorization will be provided to the CMAR. No substitution will be allowed which will result in an increase in the Contract Amount.

c) **Burden of Proof.** The burden of proof in establishing the equality of the proposed substitution shall be upon the CMAR. Approval of a substitution shall not relieve the CMAR from responsibility for compliance with the other requirements of the Contract. The CMAR shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the Owner to accept or construe the proposed substitution to be an equal to that specified under the Contract. The Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The Owner will have a reasonable amount of time to review each request for substitution.

d) **Required Certificates.** The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

Section 2.11 Responsibility for the Delivery and Storage of Materials and Equipment

The CMAR shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the Owner's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the CMAR.

Section 2.12 Responsibility for Emergencies

When emergencies affecting or threatening the safety of any person or property occur, the CMAR shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the CMAR should fail to act, the Owner may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the Owner deems appropriate, including, but not limited to, the use of other contractors, the Owner's own forces, and the CMAR's on-site equipment and materials, in which case, the CMAR shall pay the Owner for any such expenses incurred as provided in Section 10.05 (Owner's Right to Carry out the Work).

Section 2.13 Responsibility for Payment of Subcontractors and Other Parties

The CMAR is responsible for paying each Subcontractor constructing any portion of the Work, and other parties providing labor, material or supplies in connection with the Work in a timely manner.

Section 2.14 Responsibility for Schedule of Values

a) The CMAR, if so requested by the Owner, shall have provided to the Owner a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed and supported by such data and information, acceptable to the Owner.

b) Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The CMAR shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the Owner. Each line item on the schedule of values shall contain all costs attributable to that item with the exception of the CMAR Fee, which shall be separately listed at the bottom of the Schedule of Values as a lump sum total for the Project and payable as a percentage of overall work complete.

Section 2.15 Responsibility for Site Inspection

a) The CMAR acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance.

b) The CMAR also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the Plans and Special Provisions made a part of this contract. Any failure of the CMAR to take the actions described and acknowledged in this Section will not relieve the CMAR from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner.

c) The Owner assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of the CMAR's officers or agents before the execution of the Contract, unless that understanding or representation is expressly stated in the Contract.

SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

Section 3.01 Owner's Designated Representative

a) The Owner shall appoint a Designated Representative with respect to the Contract. The Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Owner and to make other decisions on the part of the Owner. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Owner.

b) The Designated Representative shall not have any authority to change or interpret the Contract or Contract Documents, whether orally or in writing. Any ambiguity between the parties that require interpretation of the Contract or Contract Documents shall be resolved by written submission of a RFI by the CMAR. Any request for a change to the Contract or Contract Documents shall be resolved by written submission of a Change Order request by the CMAR. The Contract or Contract Documents shall not be changed without written confirmation from the Owner.

c) Communications from the Owner's Representative may be verbal or written. Any verbal instruction or directive by the Owner's Representative to the CMAR that changes either the Contract Amount or Contract Time or that changes either the Contract or the Contract Documents shall not be valid unless confirmed in writing and acknowledged and accepted by the Owner 1) within five working days or 2) when the work that is subject to the verbal directive commences, whichever is earlier. Absent written confirmation of the Owner's Representative's verbal instruction to the CMAR, the parties agree that there is a strong presumption that no such verbal directive was ever given.

Section 3.02 Right to Perform or Award Separate Contracts for Portions of the Work

a) **Coordination.** The Owner reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The Owner will provide for the coordination of the activities by its own forces and that of each separate contractor with the Work of the CMAR. The CMAR shall participate with the Owner and the other separate contractors in reviewing their construction schedules when so directed by the Owner.

b) **Revisions to the Guaranteed Project Schedule.** The CMAR shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the CMAR. If the activities by the Owner or the other contractors are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the CMAR shall be precluded from asserting any claim for delay or additional expenses resulting from the Owner exercising its rights granted herein.

c) **Storage of Equipment and Materials.** The CMAR shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the CMAR's construction and operations with theirs as required by the Contract.

d) **Reporting of Separate CMAR Deficiencies.** If part of the Work depends on the proper execution of construction or operations by the Owner or a separate contractor, the CMAR shall, prior to proceeding with the Work and each portion thereof, promptly report to the Owner the apparent discrepancies or defects such other construction or operations that would render the Work unsuitable for proper execution by the CMAR. The CMAR's failure to report such discrepancy or defect shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction or operations is fit and proper for the CMAR to proceed with the Work, except as to defects not then reasonably discoverable.

e) **Delays and Damages to Separate CMARs.** The CMAR shall defend, indemnify and hold the Owner harmless pursuant to the provisions of Section 9.01 (General Indemnity) of the General Conditions for each claim asserted by a separate contractor for delay, improperly timed activity, defective construction or damage to the work of the separate contractor which is caused by the CMAR. The CMAR agrees to make no claim of cost or damages against the Owner for any delay, improperly timed activity, defective construction or damage to the Work of the CMAR which is caused (i) by the CMAR, or (ii) by a separate contractor unless such contractor is under contract to the Owner, or to a general contractor of the Owner.

The Owner shall pay each claim of cost incurred by the CMAR arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate contractor acting under the direction or control of the Owner, or under the direction and control of a general contractor of the Owner, provided such claim meet the requirements contained in Section 109 (Measurement and Payment) of the Uniform Standard Specifications.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section 12 (Disputes between the Parties) of the Contract.

f) **Repair of Damages.** The CMAR shall promptly repair any damage caused by the CMAR to the work of a separate contractor or to any property of the Owner or other property owner if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

Section 3.03 Right to Perform Additional Work Within or Near the Project Site

a) The Owner reserves the right at any time to contract with other contractors whose work may occur within or near the site of the Project. In such event, the CMAR agrees not to interfere with or hinder the progress of work by the other contractors, and the Owner agrees to require such contractors to coordinate their work with that of the CMAR. The CMAR agrees to cooperate and coordinate with such contractors as directed by the Owner.

b) The CMAR shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other contractors within the limits of the same Project. The CMAR shall join the Work with that of the other contractors in an acceptable manner and shall perform it in proper sequence to that of the other contractors.

Section 3.04 Progress Meetings

The Owner shall chair the progress meetings between the parties to the Contract that shall include a representative from

each major subcontractor if so requested by the Owner. The CMAR shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

Section 3.05 Right of Suspension

The Owner may, without cause, order the CMAR in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the Owner. An adjustment shall be made for the increase in the cost of performing the Contract (excluding therefrom any profit to the CMAR), on the increased cost of performance caused by the suspension, delay, or interruption. No adjustment shall be made to the extent that:

i) The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CMAR is responsible; or

ii) An equitable adjustment is made or denied under another provision of the Contract Documents, or

iii) The CMAR could have mitigated the increase in cost to perform the Contract.

Section 3.06 Right of Termination for Convenience

a) Prior to, or during the performance of the Work, the Owner reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the Owner will immediately notify the design professional and the CMAR in writing specifying the effective termination date of the Contract.

b) After receipt of the Notice of Termination, the CMAR shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

i) Stop all construction;

ii) Place no further orders for materials or services;

iii) Terminate all subcontracts;

iv) Cancel all material and equipment orders as applicable; and

v) Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the CMAR.

c) Within 180 days of the date of the Notice of Termination, the CMAR shall submit a final termination settlement proposal to the Owner based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the CMAR fails to submit the proposal within the time allowed, the Owner may determine the amount due to the CMAR because of the termination and shall pay the determined amount to the CMAR.

Section 3.07 Right to Replace Subcontractor

The Owner shall have the right to require that the CMAR replace any Subcontractor at any time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338.

SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

Section 4.01 Notice to Proceed

a) After receipt of all required submittals, the Owner will issue the Notice to Proceed. The CMAR shall not commence construction activities at the Work site prior to the date specified in the Notice to Proceed.

b) If deemed appropriate, the Owner may issue a Material Notice to Proceed to the CMAR authorizing the ordering of supplies, materials, equipment or other items related to the Work prior to issuance of the Notice to Proceed.

Section 4.02 Guaranteed Project Schedule

Within the time provided in Sections 100 and 108 of the Special Provisions, the CMAR shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the Owner can judge and determine the progress thereof.

Section 4.03 Progress of the Work

a) The CMAR shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.

b) If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the Owner from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by Owner approved Change Orders), in addition to the other requirements of the Contract and remedies available to the Owner, the CMAR agrees to take the following actions at no additional cost to the Owner to correct such tardiness:

   i) Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;

   ii) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,

   iii) Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

c) The failure of the CMAR to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the Owner that the CMAR is failing to diligently prosecute the Work, in which case the Owner may, after the notice of the breach has been provided to the CMAR pursuant to Section 10.01 (Definition of Breach) of the Contract, without prejudice to other remedies the Owner may have and regardless of whether the CMAR has taken or is taking corrective action, immediately correct the CMAR's failure at the CMAR's expense by exercising the right to perform and carry out the work as provided in Section 10.05 (Owner's Right to Carry Out the Work) including the use of the Owner's work forces, to award separate contracts, to supplement the CMAR's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the Owner deems appropriate.

Section 4.04 Contract Time

Time is of the essence in the performance and completion of this Contract. The CMAR shall commence the Work on the date set by the Owner in the Notice to Proceed, and shall achieve Substantial Completion of the Work within the Contract Time.

Section 4.05 Payment Terms and Definitions

a) Cost of the Work (and related terms)

   i) The Cost of the Work includes wages paid, but not bonuses paid, for labor in the direct employ of the CMAR in the performance of the Work, exclusive of the labor that is to be included in the General Conditions. Labor rates, including fringe benefits, shall be in conformance with the applicable Prevailing Wage Rates as published by the Nevada State Labor Commission for this Project. This includes labor and management of CMAR self-performed construction work.

   ii) The Cost of the Work includes employees benefits and taxes for employees including, but not limited to, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under the CMAR's standard personnel policy, insofar as such costs are actually paid to employees of the CMAR detailed in subsection above who are engaged in the Work for employees.

   iii) The Cost of the Work includes the cost of all materials, supplies, and equipment incorporated in the cost of the Work, including costs of certificates of inspection and testing, transportation, storage, and handling, excluding testing and inspections required to be paid for directly by Owner.

   iv) The Cost of the Work includes all payments made by the CMAR to the Subcontractors and suppliers for the cost of the Work performed under the Contract.

   v) The Cost of the Work includes all costs directly incurred in the performance of the Work or in connection with the Project, and not included in the CMAR's Fee, which are reasonably inferable from the Contract Documents as necessary to produce the intended results and not already included in the General Conditions, CMAR Fee or CMAR Contingency.

   vi) Sales, use, gross receipts or other taxes, tariffs or duties related to the cost of the Work for which the CMAR is liable and not already included in the General Conditions, CMAR Fee or CMAR Contingency.

b) CMAR's General Conditions (and related terms)

i) The CMAR's General Conditions includes salaries of CMAR's management and administrative employees when stationed at the field office, in whatever capacity employed, excluding construction labor and management of CMAR self-performed construction work, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing jobsite functions while located at the principal office; including, by way of example and not limitation, the CMAR's Project manager, Project engineer, Project coordinator, Project estimator, Project scheduler and Project superintendent.

ii) The CMAR's General Conditions includes the cost of CMAR's management and administrative employees benefits and taxes for employees including, but not limited to, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under the CMAR's standard personnel policy, insofar as such costs are actually paid to employees of the CMAR detailed in subsection a above who are engaged in the Work for employees.

iii) The CMAR's General Conditions includes the cost (including transportation and maintenance) of all supplies, equipment, temporary facilities, and hand tools (not owned by workers) that are used or consumed in the performance of the Work.

iv) The CMAR's General Conditions includes rental charges for all necessary machinery and equipment, exclusive of hand tools owned by workers, used for the Work, whether rented from the CMAR or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs at rates consistent with those prevailing in the area.

v) The CMAR's General Conditions includes sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which the CMAR is liable, as they specifically relate to the items included in the General Conditions cost line item.

vi) The CMAR's General Conditions includes all costs associated with establishing, equipping, operating, maintaining, and demobilizing the specified field office(s).

vii) The CMAR's General Conditions includes all costs for reproduction, photographs, fax transmissions, long distance telephone calls, data processing services, postage, express delivery charges and on-site telephone service at the CMAR's field office.

viii) The CMAR's General Conditions include all costs related to management of the CMAR's safety program.

ix) The CMAR's General Conditions include the cost of CMAR bonding as stipulated herein.

x) The CMAR's General Conditions include all required Permits, fees, licenses, and tests not paid by the Owner.

xi) The CMAR's General Conditions include the CMAR's cost of insurance as stipulated in Section 8 herein.

xii) The CMAR's General Conditions include all temporary water, power, and fuel costs necessary for the Work.

xiii) The CMAR's General Conditions include all costs for removal of all generated non-hazardous substances, debris, and waste materials.

xiv) The CMAR's General Conditions shall not include transportation, travel, and hotel expenses for the CMAR's personnel incurred in connection with the Work unless specifically approved in writing by the Owner.

c) CMAR's Fee (and related terms)

i) The CMAR's Fee includes salaries and other mandatory or customary compensation of the CMAR's employees at its principal and branch offices, except employees assigned to the Project at the principal office. Specifically excluded are CMAR's personnel paid under CMAR's General Conditions.

ii) The CMAR's Fee includes general and administrative expenses of the CMAR's principal and branch offices other than the field office.

iii) The CMAR's Fee includes the CMAR's capital expenses, including interest on the CMAR's capital employed for the Work.

iv) The CMAR's Fee includes the CMAR's profit.

d) CMAR's Contingency (and related terms)

i) The CMAR's Contingency may be used to fund the following:

1) Increases in the Cost of the Work identified through the refinement, development and completion of the Contract Documents or procurement of the Work, including increases in subcontractor or supplier costs, after

acceptance by the Owner of the GMP and execution of this Contract. Decreases in the Cost of the Work shall transfer to the CMAR Contingency.

2) Increases in the Cost of the Work for concealed conditions that can be reasonably inferred from the construction documents and/or the Work.

3) Rework by the CMAR that is not a result of the CMAR's or Subcontractor's negligence or lack of coordination or communication with the Consultant or trade Subcontractors.

4) Increase in the cost of the General Conditions. Decreases in the cost of the General Conditions shall transfer to the CMAR Contingency.

5) Any deductible incurred as a result of a Builder's Risk Insurance claim.

ii) The CMAR's Contingency shall not be used to fund the following:

1) Increases in the Cost of the Work as a result of an omission or correction in the Contract Documents that should have been identified through a reasonable constructability check and coordination review of the construction documents by the CMAR during the discharge of the CMAR's pre-construction duties. Design omissions or corrections which the CMAR could have reasonably identified through a reasonable constructability check and coordination review will be resolved on a case-by-case basis.

2) Increases in the Cost of the Work as a result of the CMAR's or subcontractor's negligence or lack of coordination or communication with the Consultant or trade Subcontractors.

iii) The Owner's Contingency shall be used to fund the following:

1) Increase in the Cost of the Work as a result of errors and omissions of the Consultant that could not have been reasonably discovered by the CMAR through a reasonable constructability check and coordination review of the construction documents by the CMAR during the discharge of the CMAR's pre-construction duties.

2) Increases in the Cost of the Work as a result of Building Code compliance or outside agency requirements identified through the refinement, development and completion of the Contract Documents after acceptance by the Owner of the GMP and execution of this Contract or during construction of the Work, including increases in Subcontractor or Supplier costs.

3) Increases in the Cost of the Work due to an unforeseen condition that could not be reasonably foreseeable from the Contract Documents.

4) Increases in the Cost of the Work due to an unavoidable event, including weather, that arises and that could not have been anticipated from the Contract Documents.

iv) For each use of the CMAR's Contingency, the CMAR shall:

1) Notify the Owner in writing no later than fourteen (14) days after the event or first knowledge of the cause that results in a request to use the CMAR Contingency;

2) Attempt to gain Owner approval of the use of the CMAR Contingency prior to the expenditure;

3) Provide backup documentation as requested by the Owner to justify the use and amount of the CMAR Contingency request; and

4) Document the approval of the expenditure of the CMAR Contingency though the use of a form acceptable to the Owner.

Section 4.06 Progress Payments and Retainage

a) **Schedule of Values.** Within fourteen (14) days after the issuance of the Notice to Proceed, the CMAR shall submit to the Owner and the Consultant a schedule of values of the various portions of the Work, aggregating to the total Contract Sum, divided to facilitate payments to Subcontractors, prepared in a form acceptable to the Owner, and supported by such data to substantiate its correctness as the Owner may require. This schedule, when approved by the Owner and the Consultant, shall be the basis for each Progress Payment Application. The scheduled costs shall be itemized in accordance with the breakdown listed in the CMAR GMP Proposal and according to the list of defined components included in Subsection b below.

b) **Progress Bills and Payments.** The CMAR may submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the Owner. As permitted

pursuant to Section 10.06 (Deduction from Progress Payments) of these General Conditions and NRS Chapter 338, the Owner may withhold from the progress payment an amount that is sufficient to protect the Owner for the CMAR's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

c) **Certified Payroll Reports.** The CMAR must submit certified payroll records each month as required by NRS Chapter 338. If the certified payroll records for the previous month have not been received, the Owner may withhold funds from the progress payment in accordance with NRS Chapter 338. The Owner requires the use of LCP Tracker software for the submission of certified payrolls by the CMAR and all of its Subcontractors.

d) **Retainage.** From the progress payment to be made to the CMAR, the Owner shall deduct and retain an amount equal to five percent (5%) of the amount approved for payment through 50% completion of the work.

e) **Payment for Stored Material.** The Owner may at its discretion pay the CMAR the cost of the material that is to be used in the performance of the Work provided the material complies with the requirements of the Contract and the following conditions are satisfied:

i) The CMAR stores the material in a manner acceptable to the Owner at the Work site or other site that is acceptable to the Owner.

ii) The CMAR furnishes evidence of the quantity and quality of the stored material that is acceptable to the Owner.

iii) The CMAR furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the Owner.

iv) The CMAR furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the Owner.

The transfer of title to, or the payment for, the stored material by the Owner shall in no way relieve the CMAR of responsibility for placing the material in accordance with the requirements of the Contract.

If payment is being sought for material not specifically purchased for the Work, but taken from the CMAR's stock, then in lieu of an invoice, the CMAR shall submit to the Owner a statement and accompanying affidavit certifying that the material was taken from the CMAR's stock and that the claimed material and transportation costs represent the actual costs to the CMAR.

The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the CMAR.

SECTION 5. COMPLETION OF PROJECT

Section 5.01 Substantial Completion

a) When the CMAR considers the Work or portion thereof has reached Substantial Completion, the CMAR shall so inform the Owner. The Owner shall schedule a walk-through to establish a punch list of items to be completed or corrected by the CMAR.

b) If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the Owner will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the Owner and CMAR for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the CMAR to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the Owner and CMAR for their written acceptance of responsibilities assigned to them in such Certificate.

c) In the event the CMAR is unwilling to provide written acceptance of the Certificate of Substantial Completion, the Owner shall issue the Certificate without the CMAR's signature, and (i) the CMAR shall immediately comply with the provisions of the Certificate, and any dispute involving the CMAR's unwillingness to provide written acceptance shall be resolved in accordance with Section 12 (Disputes Between the Parties). In such event, the Owner may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

Section 5.02 Punch List

a) The CMAR shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the CMAR fails to satisfactorily complete or correct the punch list

items, such failure shall constitute a breach of this Agreement and the Owner shall have the option to invoke any of the remedies provided for under Section 10.

b) The time stated for completion of punch list items shall include final clean up of the Work site.

Section 5.03 Final Inspection and Final Acceptance of the Work

When the CMAR considers the Work is complete, the CMAR shall so notify the Owner in writing. If, after inspection and testing, the Owner determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the Owner shall inform the CMAR that application for final payment may be made. The Contract shall not be considered to be fully performed until the CMAR provides the Owner with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

Section 5.04 Final Payment

a) Provided the Contract has been fully performed pursuant to Section 5.03 (Final Inspection and Final Acceptance of the Work) of the Contract, the CMAR shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the Owner by the CMAR of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the Owner and others relating to or arising out of theWork.

b) No payment, final or otherwise, shall operate to release the CMAR from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

Section 5.05 Non-Conforming Work Not Accepted

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the Owner, shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

SECTION 6. LIQUIDATED AND DELAY DAMAGES

Section 6.01 Owner's Recovery of Liquidated Damages

a) The CMAR acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section 5 (Commencement and Completion Deadline) of the Owner-CMAR Agreement of the Contract, the CMAR further acknowledges that the Owner will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

b) Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the Owner if the CMAR fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 6 of the Owner-CMAR Agreement is a reasonable estimate of the damages to be suffered by the Owner.

c) The CMAR agrees to pay the Owner Liquidated Damages for each day that the Work exceeds the completion deadline until the CMAR reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the Owner in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the Owner. By executing the Owner-CMAR Agreement, the CMAR agrees that the amount of liquidated damages set forth therein is fair and reasonable.

d) If the Owner permits the CMAR to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the Owner of any of its rights or remedies under the Contract.

e) The Owner's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and dispute resolution procedures set forth in Section 12 (Disputes Between the Parties) of the Contract. If the CMAR disagrees with the assessment or withholding

of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and alternative dispute resolution procedures set forth in that Section.

Section 6.02 Delay Damages

a) The CMAR shall not make any claim against the Owner for an increase in the Contract Amount, or for any damages, losses or additional expenses which the CMAR may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

i) Delays so unreasonable in length as to amount to an abandonment of the Project,

ii) Delays caused by fraud, misrepresentation, concealment or other bad faith by the Owner,

iii) Delays caused by active interference by the Owner, or

iv) Delays caused by a decision by the Owner to significantly add to the scope or duration of the publicwork.

b) If any of the exceptions set forth in (i) through (iv) above are determined by the Owner to be applicable, the Owner may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work provided such claim meets the requirements set forth in Section 105.7 (Claims for Adjustment and Disputes) of the Special Provisions. The Owner shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the CMAR.

c) Without limiting the circumstances that may cause delays for which the CMAR is assuming the risk for his delay damages, the following possible delay circumstances are considered within the contemplation of the parties:

i. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,

ii. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weathercondition,

iii. Unmarked utilities or utility interferences,

iv. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,

v. Acts or omissions of the Owner and other governmental authorities acting in their role as code and regulation enforcement regulators,

vi. Acts or omissions of contractors, subcontractors, suppliers and material manufacturers involved in the Work,

vii. Acts, omissions and coordination of other contractors regardless of the event location or contractual relationship between the parties, unless such contractors are under the direction or control of the Owner, or under the direction or control of a general contractor of the Owner, and

viii. Discovery of hazardous substances or substances suspected of being hazardous,

d) This Section shall apply to any claim described as a "disruption," "acceleration," "suspension," "schedule change," "impact to the progress of the Work" or some other term avoiding use of the term "delay."

e) No CMAR claim for delay and impact damages shall be computed or determined on the basis of the Eichleay formula or a related formula to allocate unabsorbed overhead costs or expenses. Any claim and impact damages shall be computed or determined on the basis of actual damages incurred by theCMAR.

SECTION 7. BONDING REQUIREMENTS

Section 7.01 Required Bonds

The CMAR shall purchase and maintain throughout the term of this Agreement, the following bonds:

i) Performance Bond insuring performance of all of the obligations of the Contactor as required by the Contract in the amount of 100% of the Contract Amount.

ii) Labor and Material Payment Bond insuring the payment of all of the Subcontractors and material suppliers of the CMAR in the amount of 100% of the Contract Amount.

iii) Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Special Provisions.

Section 7.02 Acceptable Surety

a) The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

b) The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the Owner. The CMAR shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

Section 7.03 Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under Section 7.02 (Acceptable Surety) of the Contract, the Owner may require the CMAR to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the Owner, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the Owner to any of the remedies set forth in Section 10 (Breach of Contract and Remedies) of the Contract.

SECTION 8. INSURANCE REQUIREMENTS

Section 8.01 Owner Provided Builder's Risk Insurance.
The Owner shall provide Builder's Risk Insurance insuring against all risks of loss (including fire, testing, vandalism, malicious mischief, collapse and water damage) for 100% of the replacement value of the completed portion of the Work including delay damages or damage to materials stored on or outside the Project, or in transit thereto.

Scope of Coverage:	Project Specific
Type of Coverage:	Occurrence Basis
Amount of Deductible	$10,000
Amount of Coverage:	Contract Amount
Policy Period:	Effective until final completion of the Project
Named Insured:	City of Las Vegas

Section 8.02 CMAR provided Insurance - General
The CMAR shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The insurance required hereunder shall not be interpreted to relieve the CMAR of any obligations under the Contract. The CMAR shall remain fully liable for all deductibles, including Builder's Risk Insurance provided by the Owner and amounts in excess of the coverage actually realized, except Builder's Risk.

a. Commercial General Liability Insurance. The CMAR shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent CMARs, Premises Operations, Products and Completed Operations. The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the Owner.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the CMAR may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the CMAR. Any such excess insurance shall be at least as broad as the CMAR's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 per occurrence
	$2,000,000 aggregate
Policy Period:	Annual Policy Effective until final completion of the Project
Name Insured:	CMAR
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

b. Automobile Liability Insurance. The CMAR shall provide Commercial Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	CMAR
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

c. Workers' Compensation. The CMAR shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	CMAR
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

d. Employer's Liability Insurance. The CMAR shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The policy required herein shall be primary and non-contributory in its coverage.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 bodily injury by accident
	$1,000,000 bodily injury by disease
	$1,000,000 policy limited
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	CMAR
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

e. Asbestos Liability Insurance. (This Section ☐ IS Applicable ☒ IS NOT Applicable to this Contract) The CMAR shall provide and maintain Asbestos Liability Insurance insuring against claims for bodily injury (including wrongful death) and property resulting from the presence or removal of asbestos on the Project Site.

Scope of Coverage:	Project Specific
Type of Coverage:	Occurrence Basis

Amount of Coverage:	$1,000,000 per occurrence $2,000,000 aggregate
Policy Period:	Annual Policy Effective until final completion of the Project
Named Insured:	CMAR
Additional Insured Parties	City of Las Vegas (its officers, employees and agents

A separate certificate of insurance evidencing the coverage required herein shall be provided to the Owner.

f Installation Floater Insurance. (This Section ☐ IS Applicable ☒ IS NOT Applicable to this Contract) The CMAR shall provide and maintain Installation Floater Insurance insuring against damage or destruction of the owner-provided materials or equipment in transit to, or stored on or off the Project Site, and during handling and installation by the CMAR for use in the Work. Installation Floater Insurance shall also insure against damage or destruction to existing infrastructure and equipment due to the CMAR's actions associated with the installation of said materials or equipment.

Scope of Coverage:	Project Specific
Type of Coverage:	Occurrence basis
Amount of Coverage:	TBD
Policy Period:	Effective until final completion of the Project
Named Insured:	CMAR
Additional Insured Parties	City of Las Vegas (its officers, employees and agents)

Section 8.03 Acceptable Insurance Company
The Insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A- VII or higher, (i.e., A- VII, A- VIII, A- IX, A- X, etc.) and shall be subject to approval by the Owner. Each Insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Section 8.04 Premiums, Deductibles and Self-Insured Retentions
The CMAR shall be responsible for payment of premiums for all of the insurance coverages required under this Section 8. The CMAR further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the CMAR is responsible hereunder, the CMAR shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$300,000** in the CMAR insurance must be declared and approved by Owner.

CMARs requesting increased deductibles or self-insured retentions must provide the Owner a written request stating the desired amounts along with recent audited financial statements for review. The Owner will review the request and determine if the requested deductible or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the successful CMAR is obligated to provide the deductibles or self-insured retentions established in the bid documents at no additional expense to the Owner.

Section 8.05 Certificates of Insurance
The CMAR must provide compliant certificates of insurance and required endorsements to the Owner or its designated certificate tracking service immediately upon request, as evidence that all insurance requirements have been met for each required policy to be provided by the CMAR under this Section 8. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section 8 shall be provided to the Owner or the designated certificate tracking service if so requested.

Section 8.06 Renewal Policies
The CMAR shall promptly deliver a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of he premium thereof.

Section 8.07 Cancellation and Modification of Insurance Coverage
Each insurance policy supplied by the CMAR must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Owner and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Section 8.08 No Recourse
There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the CMAR under this Section 8.

Section 8.09 Endorsements and Waivers
All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the CMAR has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

iii. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Section 8.10 Failure to Provide or Maintain Insurance Coverage
The CMAR's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the Owner may have pursuant to Section 10 (Breach of Contract and Remedies) of the General Conditions, the Owner may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the CMAR) or procure substitute insurance. The CMAR is responsible for any costs incurred by the Owner in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the CMAR.

SECTION 9. INDEMNITY

Section 9.01 General Indemnity

a) The CMAR shall protect, indemnify and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments (including attorney fees, court costs) or other expenses of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the CMAR, its officers, employees, agents, Subcontractors or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in the Work, or (ii) in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Claims were caused in part by the Indemnitees. The Owner may retain for its protection any money due and owing the CMAR under this Contract. In the event no money is due and owing, the surety, if required, of the CMAR, may be held until all of the Claims have been settled and suitable evidence to that effect furnished to the Owner.

b) It is expressly agreed that the CMAR shall defend the Indemnitiees against the Claims and in the event that the CMAR fails to do so, the Owner 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 CMAR.

Section 9.02 Patent Indemnity

a) The CMAR shall protect, defend and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from and against all claims, losses, costs, damages, and expenses, including attorney fees, court costs or other expenses (collectively the "Claims"), incurred by the Indemnitees, or any of them, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent

and arising out of the use of the equipment or materials furnished under the Contract by the CMAR, or out of the processes or actions employed by, or on behalf of, the CMAR in connection with the performance of the Contract. The CMAR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Indemnitees; provided that the Indemnitees shall have notified the CMAR upon becoming aware of such claims or actions, and provided further that the CMAR's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by the Indemnitees.

b) In order to avoid such claims or actions, the CMAR shall have the right, at its expense, to substitute non-infringing equipment, materials or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or to obtain the necessary licenses authorizing the use of the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet the requirements of this Contract.

SECTION 10. BREACH OF CONTRACT AND REMEDIES

Section 10.01 Definition of Breach

If, during the existence of the Contract, the CMAR:

i) Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section 2.13 (Responsibility for Payment of Subcontractors and Other Parties) of the Contract;

ii) Fails to begin the Work within the time specified in the Notice to Proceed as required by Section 4.01 (Notice to Proceed) of the Contract;

iii) Fails to diligently prosecute the Work as required by Section 4.02 (Guaranteed Project Schedule) or Section 4.03 (Progress of the Work) of the Contract;

iv) Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section 4.03 (Progress of Work) of the Contract;

v) Fails to complete the Work within the Contract Time as required by Section 4.04 (Contract Time) of the Contract;

vi) Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section 5.02 (Punch List) of the Contract;

vii) Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections 7.01 (Required Bonds) and 8.01 (Required Insurance) of the Contract;

viii) Fails to pay third party claims as required by Section 9.01 (General Indemnity) of the Contract;

ix) Fails to maintain licensure by the Nevada State Contractors Board as required by Section 11.01 (General Warranty) of the Contract;

x) Fails to promptly remedy the Work not in conformance with the Contract as required by Section 11.03 (Warranty Work Conforms with Requirements of the Contract);

xi) Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section 13.01 (General) of the Contract;

xii) Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the Owner or the State Labor Commissioner's Office as required by Section 13.02 (Compliance with Labor Laws) of the Contract;

xiii) Fails to maintain solvency, allows a judgment to stand against the CMAR for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency; or

xiv) Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breach of the Contract which if unremedied may constitute an Event of Default as described in Section 10.02 (Event of Default).

Section 10.02 Event of Default

a) The CMAR and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section 10.01 (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the CMAR or Surety may be allowed such additional time as may be

reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

b) If any breach is not subject to cure, or is not cured as provided herein, the Owner may declare that an "Event of Default" has occurred and the Owner may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section 10 (Breach of Contract and Remedies) of the Contract.

Section 10.03 Damages

Except for those breaches which are subject to Liquidated Damages set forth in Section 6.01 (Owner's Recovery of Liquidated Damages), if the CMAR fails to cure any Event of Default under this Agreement within the time provided in Section 10.02 (Event of Default), the Owner shall be entitled to damages resulting therefrom.

Section 10.04 Termination for Cause

a) Upon the occurrence of an Event of Default, the Owner may terminate the Contract which shall take effect immediately upon service of the notice on the CMAR and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

b) If the Surety does not commence performance of the Contract within ten (10) days of receipt of the notice, the Owner may do any and all of the following:

   i) Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the CMAR;
   ii) Accept the assignment of the CMAR's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to Owner if Contract is terminated); and
   iii) Finish the Work by whatever method deemed expedient by the Owner.

c) The CMAR shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the Owner. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Owner through the default of the CMAR, the excess shall be paid to the CMAR. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the CMAR and the Surety under the Performance Bond shall pay the difference to the Owner.

Section 10.05 Owner's Right to Perform the Work

a) If the CMAR fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven (7) day notice required pursuant to Section 10.02 (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the Owner may, without prejudice to any other right or remedy available to the Owner, and without terminating the Contract and relieving the CMAR from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the Owner's personnel).

b) If the Owner discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the Owner may proceed with the corrective action without having to provide any additional notice to the CMAR.

c) If, after expiration of the seven-day notice period required pursuant to Section 10.02 (Event of Default) of the Contract, the CMAR proceeds to correct the breach and the Owner has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from contractors which cannot be canceled without the Owner incurring costs to the contractor, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the CMAR shall pay the Owner for such incurred expenses as provided herein.

d) If, after issuance of the seven day notice of the breach required pursuant to Section 10.02 (Event of Default) of the Contract, the Owner decides not to take any action to correct the breach or fails in the effort to correct the breach, the CMAR remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

e) In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the Owner shall be entitled to deduct from any payments then or thereafter due the CMAR (including the direct and indirect costs of using the Owner's personnel). If payments then or thereafter due the CMAR are not sufficient to cover the incurred expenses, the CMAR shall pay the difference to the Owner.

Section 10.06 Deduction From Progress Payments

a) For each and every breach set forth in Section 10.01 (Definition of Breach) of the Contract, the Owner may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the Owner, may be necessary to protect the Owner from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the Owner, the Owner may withhold from any requested progress payment such sum as may be necessary to protect the Owner from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section 6.01 (Owner's Recovery of Liquidated Damages) of the Contract which the Owner anticipates will occur as a result in the delay in the Completion of the Project.

b) If an agreement can be reached between the Owner and the CMAR concerning the request for payment, the CMAR may submit a revised application for certification. The Owner shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the Owner has determined that the amount paid exceeds the percentage of completion of the Work, the Work cannot be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

c) If the CMAR remedies the failure for which payment has been withheld, and the Owner verifies such correction, then the withheld money shall be included with the payment of the nextapplication.

Section 10.07 Rights and Remedies are Cumulative

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

SECTION 11. REPRESENTATIONS AND WARRANTIES

Section 11.01 General Representations and Warranties

The CMAR hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the CMARs Board of the State of Nevada in order to perform the Contract.

Section 11.02 Warranty of Merchantability and Fitness for Particular Purpose

The CMAR warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

Section 11.03 Warranty Work Conforms with Requirements of the Contract

a) In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the CMAR warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects and deficiencies in design, materials and workmanship (unless furnished by the Owner) for a period of twelve (12) months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the CMAR or by any of its Subcontractors of any tier. Upon receipt of written notice from the Owner of any non-conformance to the Contract during the applicable warranty period, the CMAR shall promptly correct the affected non-conformance at a time acceptable to theOwner.

b) The CMAR shall perform such tests as the Owner may require verifying that the Work is in compliance with the

Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the CMAR. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the Owner. The CMAR warrants any corrected Work to be in conformance with the Contract for a period of twelve (12) months from the date of acceptance thereof. If the CMAR fails to promptly make the necessary corrections and tests, the Owner may perform or cause to be performed the same at the CMAR's expense. The CMAR and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

c) Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the Owner.

d) Nothing contained in this Section shall be construed to establish a period of limitation with respect to the CMAR's obligations under the Contract other than specifically to correct the Work then known by the Owner to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the Owner).

Section 11.04 Warranty Exclusions Prohibited

a) The Owner will not accept any warranty clause from the CMAR, Subcontractor or manufacturer that states:

   i) That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;

   ii) That the warranty clause is in lieu of all other warranties that are either expressed or implied.

b) In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the Owner as well as from the CMAR to the Owner if the manufactured product is sold directly to the CMAR.

SECTION 12. DISPUTES BETWEEN THE PARTIES

Section 12.01 In General

Any claim, dispute or other controversy that may arise between the Owner and CMAR concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, if the claim, dispute or controversy cannot otherwise be settled, the parties shall use an alternate dispute resolution method before initiation of any judicial action. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within forty-five (45) days after notice of the claim is provided pursuant to Section 12.04 below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties.

Section 12.02 Work to Proceed

While the alternate dispute resolution or judicial action is pending, the CMAR shall proceed with the Work and maintain progress in accordance with the requirements of the Contract, unless otherwise mutually agreed upon in writing.

Section 12.03 Alternate Dispute Resolution Costs and Fees

The fees and expenses of the alternate dispute resolution proceedings 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 may arise between the parties.

Section 12.04 Notice of Disputes

In the event that a claim, dispute, or controversy arises between the parties which are related to the progress or construction of the Project, the party asserting the claim, dispute or controversy must provide written notice thereof to the other party within thirty (30) days after its occurrence. The written notice shall set forth with specificity the nature of the claim, dispute or controversy, the relief sought, and other matters properly relating thereto. The notification is important to the recipient of the notice so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the claim, dispute or controversy may have thereon, and to enable that party to properly verify any costs incurred by the party asserting the claim, dispute or controversy in connection therewith. The failure of the party to provide proper notice to the other party as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the Owner may have against the CMAR relating to the construction of the Work.

Section 12.05 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 the alternate dispute resolution required herein and, in the case of the CMAR, which has not been waived by the acceptance of final payment, may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party thirty (30) days prior written notice before filing such judicial action.

SECTION 13. COMPLIANCE WITH THE LAWS

Section 13.01 General

The CMAR shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, labor and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

Section 13.02 Compliance with Labor Laws

a) **Prevailing Wage Rate Law.** The CMAR and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

b) **Prevailing Wage Rates.** For public work projects whose cost is one hundred thousand dollars ($250,000) or more, the CMAR hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the CMAR or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive.

The CMAR is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner. Any Change Order causing a contract to equal or

exceed one hundred thousand dollars ($250,000) will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner. Any work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the Owner.

In accordance with NRS Chapter 338, the CMAR shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The CMAR agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the Owner or the State Labor Commissioner.

Should this project exceed 36 months from the bid opening, which is determined to be upon receipt of the final GMP, new prevailing wage rates shall apply. All labor rates shall remain firm from the date of the bid opening through 36 months. A updated Exhibit H – Prevailing Wage Rates will be effective on the first day of the 37 month from the date of the bid opening and new prevailing wages shall apply. New prevailing wages will be obtained from the State of Nevada Labor Commissioner's Office prevailing wages at the time of the 37 month. Subject to the prevailing wage rate provisions of NRS 338.010 to 338.090 inclusive and Assembly Bill No. 190.

c) **Certified Payroll Reports.** Pursuant to NRS Chapter 338, any public work contract awarded for one hundred thousand dollars ($250,000) or more, the CMAR and each Subcontractor are required to:

i) Keep an accurate record showing the (1) name of worker, (2) occupation of the worker, (3) if the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card and (4) the actual per diem wages and benefits paid to each worker employed by them in connection with the Work. These records are referred to as the Certified Payroll Reports.

ii) Keep an additional accurate record showing, for each worker employed by the CMAR or Subcontractor who has a driver's license or identification card (1) the name of the worker, (2) the driver's license or identification card number of the worker, and (3) the state or other jurisdiction that issued the license or card.

iii) The CMAR, and each Subcontractor through the CMAR, is required to submit a copy of the Certified Payroll Reports for each calendar month to the Owner no later than fifteen (15) calendar days after the end of the month. The CMAR shall be responsible for coordinating the submittal of all the Certified Payroll Reports for the Project, including the reports of each Subcontractor who is performing Work on the Project. The Owner requires the use of LCP Tracker software for the submission of certified payrolls by the CMAR and all of its Subcontractors.

The CMAR agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

d) **Penalties.** In accordance with NRS 338.060, the CMAR shall forfeit the penalty provided herein to the Owner for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the CMAR or Subcontractor less than the designated wage rate for the work on the Project, (ii) the CMAR or Subcontractor willfully included inaccurate or incomplete information in the monthly Certified Payroll Report submitted to the Owner, (iii) the CMAR or Subcontractor did not report to the Owner as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the CMAR shall forfeit the penalty set forth in each violated subsection.

The CMAR hereby stipulates that the Owner may withhold not less than twenty dollars ($20.00), nor more than fifty ($50.00) for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the CMAR's business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to one thousand ($1,000) for the first violation and five thousand ($5,000) for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the CMAR or Subcontractor is determined by the Owner to have violated the provisions of this Section, the Owner may deduct from any payments due the CMAR, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the CMAR, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

e) **Copeland Anti-Kickback Law.** The CMAR shall comply with the Copeland Anti- Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the CMAR or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

f) **Fair Employment Law.** The CMAR shall comply with the fair employment provisions of NRS 338.125.

1) Discrimination:
The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Contractor acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if the Contractor 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 legally protected status, the City may declare the Contractor in breach of contract and terminate the Contract.

2) Fair Employment Practices
In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion national origin, sex, sexual orientation, gender identity or gender expression, age, disability, 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 Contractor further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Contractor shall constitute a material breach of this Contract.

g) **Preferential Employment. (This Section ☒ IS ☐ IS NOT Applicable to this Contract)** The CMAR shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the CMAR engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void..

h) **Federal Wage Rates. (This Section ☐ IS ☒ IS NOT Applicable to this Contract)** The CMAR shall comply that the Federal Wage Rates attached (*Attachment*) and incorporated herein as a part hereof which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State Wage Rates and Federal Wage Rates are not equal, the CMAR shall pay the higher prevailing rate.

l) **Special Requirements. (This Section ☐ IS ☒ IS NOT Applicable to this Contract)** The CMAR shall comply with the requirements of (*Attachment*), incorporated herein as a part hereof, which are applicable to the Contract.

Section 13.03 Compliance with Americans with Disabilities Act

The Work shall comply with the (ADA) as amended to date. The CMAR shall construct the Work in compliance with the Americans with Disabilities Act and the rules and regulations promulgated thereunder and shall immediately notify the Owner of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated thereunder.

Section 13.04 Compliance with Immigration Reform Control Act of 1986

In accordance with the Immigration Reform and Control Act of 1986, the CMAR shall not employ unauthorized aliens in the performance of the Contract.

Section 13.05 Air Pollution Control

a) Prior to commencing the Work, the CMAR shall obtain a permit from the Clark County Department of Air Quality and

Environmental Management.

b) The CMAR shall perform the Work in a manner that does not discharge smoke, dust, or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules, and regulations of federal, state, and local government pertaining to air pollution including, but not necessarily limited to, the following:

i) Nevada Revised Statute 445: Air Quality Regulations
ii) Title 40 Code of Federal Regulations (CFR) Part 82 Protection of Stratospheric Ozone – Refrigerant Regulations
iii) Adhering to all Clark County Department of Air Quality and Environmental Management regulations.

c) The CMAR shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules, or regulations; and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

Section 13.06 Fire Prevention

a) The CMAR shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the CMAR.

b) All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

c) The CMAR shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the CMAR to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

Section 13.07 Provisions Required by Law

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

Section 13.08 Stormwater Pollution Control

Prior to commencing the Work, the CMAR shall obtain a National Pollutant Discharge Elimination System (NPDES) permit from Nevada Division of Environmental Protection (NDEP) for construction activities.

a) The CMAR shall perform the Work so as to not discharge stormwater runoff containing pollutants or sediment into the waters of the United States (including municipal separate storm sewer systems [MS4s]) in violation of federal and state laws, rules, and regulations and the City's water pollution requirements.

b) The CMAR shall:

i) Comply with the provisions of Nevada Revised Statutes, Chapter 445A: Water Pollution Control and City of Las Vegas Municipal Code 14.18; and
ii) Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
iii) Provide to the City, prior to commencing construction operations, copies of all associated Permits or waivers.

c) All information and forms pertaining to Nevada's Stormwater NPDES Permitting Program can be found on the following website: http://ndep.nv.gov/bwpc/storm01.htm.

d) The City, state, and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The CMAR shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the CMAR shall submit a Notice Of Intent (NOI) to the Nevada Division of Environmental

Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI and must remain on the Project site and be updated as necessary for the duration of the project. As applicant, the CMAR is responsible for insuring that all persons on the Project site, including contractor and subcontractor personnel, abide by the conditions of the permit. As the applicant, the CMAR is responsible for supplying complete copies of the NOI and SWPPP to all project subcontractors.

e) Upon completion of the Project, the CMAR must (at no additional cost to the Owner) permanently stabilize the construction area and file a Notice Of Termination (NOT) with NDEP to terminate the permit.

f) The CMAR shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules, regulations, and requirements and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

Section 13.09 Disposal of All Wastes (Hazardous, Toxic, and Non-Hazardous)

a) CMAR shall be responsible for disposal of all waste materials including non-hazardous, hazardous, or toxic materials. CMAR shall make its own arrangements for disposal or recycle of all waste materials and shall pay all costs associated with the proper disposal of all waste.

b) CMAR shall obtain written verification in terms of the landfill weight ticket, recycling certificate from the disposal site owner or operator with a written release from the disposal site owner or operator absolving the City of any and all responsibility in connection with the disposal of waste material on said property.

c) Unless otherwise provided, full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the price paid for the Contract items of work involving such material and no additional compensation will be allowed therefore.

d) No waste material that is to be disposed shall be stockpiled on the City's property or the Project site longer than seven (7) days, unless otherwise approved by the City. Prior to initiating construction, the CMAR shall provide to the City a proposed temporary stockpile location. Construction debris and materials shall not be stockpiled in unapproved locations.

e) For hazardous or toxic materials waste, CMAR shall comply with all local, State, and federal regulations including but not limited to Resources Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA). CMAR must fill out the Waste Manifest and provide a copy of the Manifest to the City. CMAR (or its subcontractor) shall provide all necessary licenses or permits documentation for handling, transportation and disposal of hazardous or toxic materials as submittal information to the City. CMAR is responsible to identify/classify the hazardous waste, getting an EPA hazardous waste site number by filing the paperwork with NDEP as the hazardous waste generator, retaining certified RCRA hazardous waste transporter subcontractor, properly dispose the RCRA hazardous waste in certified hazardous waste treatment or landfill sites, deactivated the EPA hazardous waste site number when the job is done, and provide safe handling training to CMAR employees.

Section 13.10 Compliance with National Environmental Policy Act (NEPA)

If this contract is sponsored in whole or part through Federal funding, CMAR is required to comply with NEPA requirements including but not limited to, compliance with Clean Air Act, Clean Water Act, Endangered Species Act, National Historic Preservation Act, Migratory Bird Treaty Act, Resource Conservations and Recovery Act (RCRA), Toxic Substance Control Act (TSCA).

SECTION 14. CONTRACT INTERPRETATION

Section 14.01 General

a) **Governing Law.** The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted in the County of Clark, State of Nevada.

b) **References Hereto.** The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Contract; and the term "hereafter" means after, and the term "heretofore" means before, the Contract Award Date.

c) **Gender and Plurality.** Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

d) **Persons.** Words importing persons include firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability corporations, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

e) **Headings.** The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Contract shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

f) **Entire Contract.** This Contract includes the requirements of the Plans and Specifications, the General Conditions and all appendices and clarifications thereto. Without limiting the generality of the foregoing, This Contract shall completely and fully supersede all other understandings and agreements among the Parties related to the execution of this Contract.

g) **Standards of Workmanship and Materials.** Any reference in this Contract to materials, equipment, systems or supplies (whether such references are in lists, notes, Special Provisions, schedules, or otherwise) shall be construed to require the CMAR to furnish the same in accordance with the grades and standards therefore indicated in this Contract. Where this Contract does not specify any explicit quality or standard for construction materials or workmanship, the CMAR shall use only workmanship and new materials of a quality consistent with that of construction, workmanship and materials specified elsewhere in the Special Provisions, and the Special Provisions are to be interpreted accordingly.

h) **Technical Standards and Codes.** References in this Contract to all professional and technical standards, codes and specifications are to the most recently published professional and technical standards, codes and specifications of the institute, organization, association, City or society specified, all as in effect as of the Contract Award Date. Unless otherwise specified to the contrary, (1) all such professional and technical standards, codes and specifications shall apply as if incorporated in the Special Provisions and (2) if any material revision occurs, to the CMAR's knowledge, after the Contract Date, and prior to completion of the applicable Work, the CMAR shall notify the Owner. If so directed in writing by the Owner, the CMAR shall perform the applicable Work in accordance with the revised professional and technical standard, code, or specification as long as the Guaranteed Maximum Price is adjusted, subject to cost substantiation, for any additional cost or expense attributable to any such revision.

i) **Causing Performance.** A Party shall itself perform, or shall cause to be performed, subject to any limitations specifically imposed hereby with respect to Subcontractors or otherwise, the obligations affirmatively undertaken by such Party under this Contract.

j) **Party Bearing Cost of Performance.** All obligations undertaken by each Party hereto shall be performed at the cost of the Party undertaking the obligation or responsibility, unless the other Party has explicitly agreed herein to bear all

or a portion of the cost either directly, by reimbursement to the other Party or through an adjustment to the Guaranteed Maximum Price.

k) **Assistance.** The obligations of a Party to cooperate with, to assist or to provide assistance to the other Party hereunder shall be construed as an obligation to use the Party's personnel resources to the extent reasonably available in the context of performance of their normal duties, and not to incur material additional overtime or third party expense unless requested and reimbursed by the assisted Party.

l) **Good Construction Practice.** Good Construction Practice shall be utilized hereunder, among other things, to implement, and in no event displace or lessen the stringency of, the Contract Special Provisions or Contract Standards. In the event that, over the course of the performance of this Contract, Good Construction Practice evolves in a manner which in the aggregate materially and adversely affects the cost of compliance therewith by the CMAR,

the CMAR shall be relieved of its obligation to comply with such evolved Good Construction Practice (but not the Good Construction Practice as of the Contract Award Date) unless the Owner agrees to adjust the Guaranteed Maximum Price on a cost-substantiated basis, as appropriate, to account for such additional costs. Except to the extent that the CMAR is relieved of its obligation to comply with such evolved Good Construction Practice, as provided above, in no event shall any evolution of Good Construction Practice, or any Owner election to pay or not pay any such additional costs, relieve the CMAR of its obligations hereunder.

m) **Applicability and Stringency of Contract Standards.** The CMAR shall be obligated to comply only with those Contract Standards which are applicable in any particular case. Where more than one Contract Standard applies to any particular performance obligation of the CMAR hereunder, each such applicable Contract Standard shall be complied with. In the event there are different levels of stringency among such applicable Contract Standards, the most stringent of the applicable Contract Standards shall govern.

n) **Delivery of Documents in Digital Format.** In this Contract, the CMAR is obligated to deliver reports, records, proposals and other documentary submittals in connection with the performance of its duties hereunder. The CMAR agrees that all such documents shall be submitted to the Owner both in printed form (in the number of copies indicated) and, at the Owner's request, in digital form. Digital copies shall consist of computer readable data submitted in Adobe PDF format which the Owner may reasonably request to facilitate the administration and enforcement of this Contract. If drawings, native AutoCAD files should be submitted unless an alternate format is requested by the Owner. In the event that a conflict exists between the signed or the signed and stamped hard copy of any document and the digital copy thereof, the signed or the signed and stamped hard copy shall govern. The Owner uses the Microsoft Office Suite of software and Primavera Expedition for contract administration

o) **Drafting Responsibility. Neither Party** shall be held to a higher standard than the other Party in the interpretation or enforcement of this Contract as a whole nor any portion hereof based on drafting responsibility.

p) **No Third-Party Rights.** This Contract is exclusively for the benefit of the Owner and the CMAR and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.

q) **References to Include.** All references to "include" or "including" herein shall be deemed to be followed by the words "but not be limited to" or "without limitation" or words of similar import.

Section 14.02 Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

Section 14.03 Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the CMAR. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the Owner:

i) Change Orders
ii) Addenda, with those of later date having precedence over those of an earlier date
iii) Owner-CMAR Agreement
iv) General Conditions
v) Special Provisions, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the Owner)

Section 14.04 Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the CMAR shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner's interpretation.

Section 14.05 Graphic Enhancement

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

SECTION 15. MISCELLANEOUS PROVISIONS

Section 15.01 Regulatory Authorities

a) The CMAR does hereby acknowledge and agrees that the Department of Public Works, by or through its City Engineer's Division, acting as the Owner's Designated Representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the Owner, or which are departments of the Owner including, but not limited to, the Building Department, Fire Department, Planning Department or other divisions within the Department of Public Works acting in a regulatory manner. The CMAR is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the City acting in a regulatory manner) and any delays resulting to the CMAR in the performance of the Contract from having to comply with such requirements are solely the responsibility of the CMAR, and not attributable in any manner to the Owner.

b) The Owner's Designated 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 Owner's Designated Representative does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Owner's Designated Representative. The CMAR agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the Owner's Designated Representative, and that the CMAR's interaction with each regulatory authority is to be conducted without assistance from the Owner's Designated Representative.

Section 15.02 Subcontracts

a) Any subcontract entered into by the CMAR and its Subcontractor or material Supplier shall not create any contractual relationship between the Owner and the Subcontractor or material Supplier. It is the CMAR's responsibility to ensure all subcontract agreements and material supply contracts comply with the term and conditions set forth in this Contract and applicable Statutes

b) The CMAR agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the CMAR in connection with the Project if so requested by the Owner for any of the reasons set forth in NRS 338.140 (1)(d).

c) The CMAR shall not substitute a Subcontractor for any portion of the Work which was previously indicated would be performed by the CMAR unless such substitution meets the requirements of NRS Chapter 338.

d) If the CMAR submitted with its proposal a signed and notarized Affidavit and received a preference in bidding, the contract between the CMAR and Subcontractor and each contract between a subcontractor and a lower-tier subcontractor must provide that;

(i) If a party to the contract causes the CMAR to fail to comply with the requirements of the Affidavit, the party is liable to the Owner for a penalty as defined by statute:

(ii) The right to recover the amount determined pursuant to paragraph (a) by the Owner may be enforced by the Owner directly against the party that causes the failure to comply; and No other party to the contract is liable to the Owner for a penalty.

Section 15.03 Audit of Records

a) The CMAR 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 CMAR goes out of business, the CMAR shall forward the books and records to the Owner to be retained by the Owner for the period of time required herein.

b) The Owner, 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 CMAR pertaining to the performance this Contract during normal business hours. The Owner will provide prior written notice to the CMAR of the audit and inspection. If the books and

records are not located within Clark County, the CMAR agrees to deliver them to the Owner, or to the address, designated by the Owner, within Clark County. In lieu of such delivery, the CMAR may elect to reimburse the Owner for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the CMAR's office. If the books and records provided to the Owner are incomplete, the CMAR agrees to remedy the deficiency after written notice thereof from the Owner, and to reimburse the Owner for any additional costs associated therewith including, without limitation, having to revisit the CMAR's office. The CMAR's failure to remedy the deficiency shall constitute a material breach of this Agreement. The Owner 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 Owner or the Owner's Designated Representative(s) finds the dollar liability is less than payments made by the Owner to the CMAR, the CMAR agrees that the difference shall be either: (a) repaid immediately by the CMAR to the Owner or (b) at the Owner's option, credited against any future billings due the CMAR.

Section 15.04 Independent Contractor

The CMAR 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. The CMAR shall act as an independent contractor and not as an agent of the Owner in performing the Contract. The CMAR shall maintain complete control over its employees and all of its subcontractors. Nothing contained in the Contract or any subcontract awarded by the CMAR shall create any contractual relationship between any such subcontractor and the Owner. The CMAR shall perform the Work in accordance with its own methods subject to compliance with the Contract.

Section 15.05 Severability

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

Section 15.06 Assignment of Contractual Rights

The CMAR shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

Section 15.07 Ownership and Use of Documents

The Drawings and Special Provisions are and shall remain the Owner's property unless a consultant is used in the preparation of the Contract Documents in which case ownership shall be according to the agreement between the Owner and the Consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as Infringement of the copyright of the Owner's or Consultant's common law or other reserved rights.

Section 15.08 Prohibited Interests

No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Owner, who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or anyother contract pertaining to the Project.

Section 15.09 Waiver

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

Section 15.10 No Personal Liability

No official, officer, employee or agent of the Owner shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

Section 15.11 Contract Modification

The Contract represents the entire and integrated agreement between the Owner and the CMAR and supersedes prior negotiations, representations or agreements, either written or oral, made by either party. The Contract may only be amended by a Modification.

Section 15.12 Required Reporting for Bidder's Preference on Public Work Projects

a) In accordance with NRS 338.0117 for contracts awarded as the result of the bidders preference being received,, CMAR shall maintain, and submit as required, the reports as indicated in this Section 15.12. It is the CMAR's responsibility to maintain, documentation required to substantiate the information provided in the reports, including information for all Subcontractors on the Project.

b) At least 50 percent of the workers employed on the Project, including, without limitation, any employees of the CMAR and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");

i) The CMAR shall keep or cause to be kept, for both the CMAR and all Subcontractors, an accurate record showing, for each worker employed by the CMAR or Subcontractor in connection with the Project:

1) The name of the worker;

2) The occupation of the worker;

3) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

4) The actual per diem, wages and benefits paid to the worker.

ii) An additional accurate record showing, for each worker employed by the CMAR or Subcontractor in connection with the public work who has a driver's license or identification card;

1) The name of the worker;

2) The driver's license number or identification card number of the worker; and

3) The state or other jurisdiction that issued the license or card.

Iii) The records maintained pursuant to paragraph (i) above must be must be open at all reasonable hours to the Inspection by the Owner and the public as provided by NRS 239.010. The CMAR engaged on the Project shall ensure that a copy of each record for each calendar month is received by the Owner no later than fifteen 15 days after the end of the month. The copy of the record maintained pursuant to paragraph (ii) is confidential and **not open** to public inspection. The CMAR shall maintain the records for a minimum of two years after final payment is received from the Owner.

iv) All vehicles used primarily for the Project will be: Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or

v) Registered in the State of Nevada;

1) The CMAR shall keep or cause to be kept, for both the CMAR and all Subcontractor vehicles primarily used on the Project, an accurate record, updated monthly, showing a listing of vehicles being used on this Project. The list must include the Nevada State license plate number and registration information for both General CMAR and Subcontractors vehicles.

2) The records maintained pursuant to paragraph must be open at all reasonable hours to the inspection by the Owner and the public as provided in NRS 239.010. The CMAR shall maintain the records for a minimum of two years after final payment is received from the Owner.

c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, a t least 50 percent of the design professionals working on the Project, including, without limitation, employees of the Design-Build team and of any Subcontractor engaged on the Project, will have a valid driver's license or identification card issued by the State of Nevada DMV;

1. The CMAR shall keep or cause to be kept, for design professionals employed by either the CMAR and all Subcontractors, an accurate record, updated monthly, of the following information:

1) The name of the design professional;

2) The state or other jurisdiction that issued the license or card

3) The drivers' license number of identification card number of the design professional; and

2. The records maintained pursuant to paragraph (i) subsection (1) and (2) must be open at all reasonable hours to the inspection by the Owner and the public as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph (i) subsection (3) is confidential and not open to public inspection. The CMAR shall maintain the records for a minimum of two years after final payment is received from the Owner.

d) The CMAR and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

Section 15.13 Owner's Recovery of Bidders Preference Penalties

(a) If the Owner determines that the CMAR has failed to comply with a requirement certified in its Public Works Bidders Preference Affidavit the Owner may seek to recover by civil action penalties for failure to comply in the amount defined by statute.

(b) If the CMAR submitted with its Proposal a signed and notarized Affidavit receives a preference in bidding and is awarded the construction contract, the contract between the CMAR and Owner must provide that;

(i) If a party to the contract causes the CMAR to fail to comply with the requirements of the Affidavit, the party is liable to the Owner for a penalty as defined by statute:

(ii) The right to recover the amount determined pursuant to paragraph (a) by the Owner may be enforced by the Owner directly against the party that causes the failure to comply; and

(iii) No other party to the contract is liable to the Owner for a penalty.

Section 15.14 Counterpart Signatures

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

PERFORMANCE BOND

Duplicate Execution

BOND NUMBER 72BCSIG5580

DATE EXECUTED 02/06/2020

Premium: $286,752.00

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

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid Documents issued in connection with Bid No.**19.46330-JH**, for the project commonly known and entitled, to wit: **CMAR for Las Vegas Boulevard Improvements Stewart Avenue to Sahara Ave** (herein the "Contract"). WHEREAS the Contractor is required by NRS 339.025 to furnish a bond securing the faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto City, in the penal sum **One Hundred Nine Million Four Hundred Fifty Thousand dollars ($109,450,000.00)** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Contractor shall well and truly save harmless and indemnify the City from and against any and all claims and demands or liens and shall also complete all of the work described in the Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date the work contracted to be performed is completed and accepted by the City, replace and repair any and all defects arising in the work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in the Contract on the part of the Contractor to be kept, performed and complied with within the time and in the manner therein specified and shall truly and fully comply with all guarantees required in the Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, to perform and fully complete the work mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the contractor fails or neglects to so perform and fully complete the work. The Surety further agrees to commence completion of the work within twenty (20) days after notice thereof from the City, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

No change or alteration of the work, extensions of time or other modifications of the Contract shall release or exonerate any Surety upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the City, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the City on the Contract.

IN WITNESS WHEREOF this instrument has been executed this 6th day of February, 2020.

Contractor: Las Vegas Paving Corporation

Jay N. Smith , President
(Authorized Representative and Title)

By: _____
(Signature to be notarized)

LAS VEGAS PAVING CORPORATION CORPORATE SEAL 1958 NEVADA

Surety: Hartford Fire Insurance Company

1892
(State of Nevada, License Number)

Noemi Quiroz, Attorney-in-Fact
(Agent Name)

By: _____
(Signature to be notarized)

Address: One Pointe Dr., 6th Floor
Brea, CA 92821

Telephone: (714) 674-1307

Email: tim.finnegan@thehartford.com

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On 2-6-20, before me, Maria Pena, Notary Public, personally appeared Noemi Quiroz, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA PENA
Notary Public - California
Los Angeles County
Commission # 2238398
My Comm. Expires May 12, 2022

Signature: _____

(Seal)

Maria Pena, Notary Public

LABOR AND MATERIAL PAYMENT BOND

Duplicate Execution
BOND NUMBER 72BCSIG5580
DATE EXECUTED 02/06/2020

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

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid documents issued in connection with **Bid No.19.46330-JH** of the City for the project commonly known and entitled, to wit: **CMAR for Las Vegas Boulevard Improvements Stewart Avenue to Sahara Ave** (herein the "Contract").

WHEREAS this bond is being issued pursuant to the requirements of NRS 339.025 secure the payment of the claims of laborers, mechanics or material men for work performed or materials provided in connection with the Contract.

KNOW ALL MEN BY THESE PRESENTS that we, the Contractor and Surety named below, are held and firmly bound unto the City in the penal sum **One Hundred Nine Million Four Hundred Fifty Thousand dollars ($109,450,000.00)** for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor fails to pay for any materials, equipment or other supplies, or for rental of the same, used in connection with the performance of work contracted to be done under the Contract, or for amounts due under applicable state law for any work or labor thereon, or for amounts due under the state unemployment compensation laws with respect to such work or labor as required by the provisions of NRS Chapter 612 (provided the claimant shall have complied with the provisions of said law), the Surety will pay for the same within thirty (30) days in an amount not exceeding the sum specified above, the above obligation is null and void, otherwise to remain in full force and effect. In the event suit is brought upon this bond, the Surety agrees to pay a reasonable attorney fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable state law.

Any modifications in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of the Contract or any extensions of the time granted thereunder shall not in any way release the Contractor or the Surety from the obligation of this bond, and notice of such modifications or extensions are hereby waived by the Surety.

IN WITNESS WHEREOF this instrument is executed this 6th day of February, 20 20

SIGNED this 6th day of February, 20 20

Contractor: Las Vegas Paving Corporation

Jay N. Smith, President
(Authorized Representative and Title)

By: _____
(Signature to be notarized)

LAS VEGAS PAVING CORPORATION CORPORATE SEAL 1958 NEVADA

Surety: Hartford Fire Insurance Company

1892
(State of Nevada, License Number)

Noemi Quiroz, Attorney-in-Fact
(Agent Name)

By: _____
(Signature to be notarized)

Address: One Pointe Dr., 6th Floor
Brea, CA 92821

Telephone: (714) 674-1307

Email: tim.finnegan@thehartford.com

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On 2-6-20, before me, Maria Pena, Notary Public, personally appeared Noemi Quiroz, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA PENA
Notary Public - California
Los Angeles County
Commission # 2238398
My Comm. Expires May 12, 2022

Signature: _____

(Seal)

Maria Pena, Notary Public

GUARANTY BOND

Duplicate Execution
BOND NUMBER 72BCSIG5580
DATE EXECUTED 02/06/2020

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

WHEREAS the Contractor has entered into a certain contract with the City of Las Vegas, Nevada (herein the "City") to perform all work required under the Bid documents issued in connection with Bid No. **19.46330-JH** of the City for the project commonly known and entitled, to wit: **CMAR for Las Vegas Boulevard Improvements Stewart Avenue to Sahara Ave** (herein the "Contract").

WHEREAS this Bond is being issued to guarantee that the project has been constructed in accordance with the Contract.

KNOW ALL MEN BY THESE PRESENTS that we, the Surety and Contractor named below, hereby guarantee that the project commonly known and entitled, to-wit: **CMAR for Las Vegas Boulevard Improvements Stewart Avenue to Sahara Ave** ,has been completed and constructed in accordance with the Contract between the City and the Contractor, and that the work as constructed will fulfill the requirements of the guaranties included in the Contract. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged, that may prove to be defective in workmanship or materials within a period of one year from the date of acceptance of the above-named work by the City of Las Vegas, Nevada, without expense whatsoever to the City; ordinary wear and unusual abuse or neglect are exempted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the City, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction of work is started, it shall be carried through to completion.

Date of Completion _____

SIGNED this 6th day of February, 20 20

Las Vegas Paving Corporation
(Principal Contractor)

Jay N. Smith, President
(Authorized Representative and Title)

By: _____
(Signature)

LAS VEGAS PAVING CORPORATION CORPORATE SEAL 1958 NEVADA

Surety: Hartford Fire Insurance Company

1892
(State of Nevada, License Number)

Noemi Quiroz, Attorney-in-Fact
(Agent Name)

By: _____

Address: One Pointe Dr., 6th Floor

Brea, CA 92821

Telephone: (714) 674-1307

Email: tim.finnegan@thehartford.com

(SURETY AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On 2-6-20, before me, Maria Pena, Notary Public, personally appeared Noemi Quiroz, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA PENA
Notary Public - California
Los Angeles County
Commission # 2238398
My Comm. Expires May 12, 2022

Signature: _____

(Seal)

Maria Pena, Notary Public

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ALLIANT INSURANCE SERVICES INC
Agency Code: 72-256704

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Jessica Rosser of Dallas TX, E. S. Albrecht Jr., Patricia S. Arana, Tiffany Coronado, C.K. Nakamura, Maria Pena, Noemi Quiroz, Jeffrey Strassner, Lisa L. Thornton, Tim M. Tomko, Natalie K. Trofimoff of LOS ANGELES, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 6, 2020

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve award of Contract No. 200191-JH, Right of Way Services Contract for Eastern Bus Turnouts located on Eastern Avenue from Washington Avenue through Cedar Avenue - Department of Public Works - Award recommended to: TIERRA RIGHT OF WAY SERVICES, LTD. ($284,000 - Road and Flood Capital Project Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $284,000
Funding Source: Road & Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project will provide acquisition and relocation services for the Eastern Bus Turnouts Project. Services will include obtaining title reports, legal descriptions, and providing all right-of-way mapping, planning and management, negotiations and relocations, and title and escrow services. Award of this Contract is recommended by the City of Las Vegas Consultant Selection Committee based on the 2018 Statement Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1. (b), Professional Services. This project is funded by Nevada Department of Transportation and the Regional Transportation Commission. Tierra Right of Way Services, LTD. has a local office in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 200191-JH
2. Certificate - Disclosure of Ownership/Principals

RIGHT OF WAY SERVICES CONTRACT FOR EASTERN BUS TURNOUTS

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and TIERRA RIGHT OF WAY SERVICES, LTD, (the "Consultant"), a(n) **Corporation** organized and existing under the laws of the State of ARIZONA, whose address is **1575 E. River Rd., Ste 201 Tucson, AZ 85718**.

WITNESSETH:

WHEREAS, the City intends to construct the **Eastern Bus Turnouts Project** (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 or subconsultant(s) is are properly credentialed through the International Right of Way Association; and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Contract.

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

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

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement 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 Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the

substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

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

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

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

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

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

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

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

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.26 of this Agreement.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document. Consultant's performance will be formally evaluated at design milestones (i.e. 70% design, 100% design, etc.) and the results will be considered during future SOQ evaluations.

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City (reference 49 CFR 26). Failure of the Consultant to carry out the requirements of 49 CFR 26 is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the contracting agency deems appropriate. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

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

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

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

v) The Consultant shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the City. The Consultant will, subsequent to obtaining written approval from the City, provide the City with a copy of the contract or agreement for professional services. The Consultant shall require its subcontractors to comply with all provisions of 48 CFR Chapter 1, Part 31, and, if the subcontract agreement exceeds Twenty-Five Thousand and 00/100 Dollars ($25,000.00), the subcontract agreement shall also complete and sign Form D – AFFIDAVIT REQUIRED UNDER SECTION 112(C) SUSPENSION DEBARMENT. Form E - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein. comply with Paragraph 16 of Form E. The Consultant will be responsible for any costs or deficiencies resulting from

noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31. Any attempted assignment of rights or delegation of duties under this Agreement without the prior written consent of the City shall be void.

(vi) The Consultant certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant is subject to suspension and debarment actions as specified in 2 CFR part 1200 and 2 CFR part 180, potential cause of action under the False Claims Act as specified in 32 USC 3729-3733, and prosecution for making a false statement as specified in 18 USC 1020.

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant a lump sum fee provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation. The Consultant further agrees that all of its direct and indirect expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31; and the expenses do not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. In the event the Agreement includes DBE Goals (see Section 10.14), each invoice shall include details of work performed by a listed DBE and the amount of the invoice that is attributable to the work performed. The invoice shall additionally track and include the amount of the work to date that is attributable to the work performed. 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 10.21A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.21 of this Agreement.

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, the Nevada Department of Transportation (NDOT), the Federal Highway Administration (FHWA), the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and

(iii) the Consultant could not mitigate the increase in the performance cost,

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

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.19 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date

that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

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

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

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

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

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

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

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

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

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

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

(iii) continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a notice of claim or dispute pursuant to the procedure set forth in Section 10.21.

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

10.04 ***Ownership of Documents.***

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

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms,

templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

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

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

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

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

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

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

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. Commercial General and Commercial Automobile deductible or self-insured retention will not exceed $100,000 without the written approval of the City. Professional Liability deductible or self-insured retention will not exceed $100,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals)

certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

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

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

10.13 ***Compliance with Laws.*** The Consultant and any subconsultants shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws including without limitation, 49 CFR, Part 27 (American Disabilities Act); the Civil Rights Act of 1964, as amended by the Rehabilitation Act of 1973; and DOT Order 1050.2 (Exhibit H).

The Consultant shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

The Consultant agrees to complete and sign Form D – AFFIDAVIT REQUIRED UNDER SECTION 112(C) SUSPENSION OR DEBARMENT. Form E - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.

10.14 ***Disadvantaged Business Enterprise Requirements (DBE).***

There are no Disadvantaged Business Enterprise (DBE) program goals for this contract.

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

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

10.17 ***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 the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.18 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.19 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.26 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

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

10.21 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.21C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.21B or 10.21C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.21A 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 10.21C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.21B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

10.23 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

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

10.25 ***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.

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

CITY OF LAS VEGAS

By_____
TRESSA FERNANDEZ, ACTING MANAGER Date
Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 3/11/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT - TIERRA RIGHT OF WAY SERVICES, LTD.

By_____
MACK DICKERSON, VICE PRESIDENT Date

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 "	DISCLOSURE OF OWNERSHIP/PRINCIPALS
EXHIBIT " H "	DEPARTMENT OF TRANSPORTATION ASSURANCES
EXHIBIT ' I "	DISADVANTAGE BUSINESS PARTICIPATION
EXHIBIT 'J"	CONSULTANT COST - CERTIFICATION OF FINAL INDIRECT COSTS

EXHIBIT "A"
SCOPE OF SERVICES

ARTICLE 100: 12 SITES

100.1 APN 139-25-301-001: Neighborhood Housing Services of Southern Nevada, Inc. (BTO-11)
This property is an unimproved parcel of land totaling 2.99 acres located in the Southeastern quadrant of the intersection of Eastern Avenue and Washington Avenue. Proposed acquisitions include a fee acquisition totaling 236 square feet and a Temporary Construction Easement totaling 229 square feet.

100.2 APN 139-25-301-002: Nevada Affordable Senior Housing, LP, a Nevada Limited Partnership (BTO-11)
This property is a 5.19 acre site improved with a 155 unit apartment development located in the Southeastern quadrant of the intersection of Eastern Avenue and Washington Avenue. Proposed acquisitions include a fee acquisition totaling 787 square feet, a Bus Pad Easement totaling 125 square feet and a Temporary Construction Easement totaling 614 square feet.

100.3 APN 139-25-407-006: Nevada Power Company, a Nevada corporation (BTO-10)
This property is an 4.16 acre site improved with a power substation located on the Northeastern corner of Eastern Avenue and Bonanza Road. Proposed acquisitions include a fee acquisition totaling 1,262 square feet, a Bus Pad Easement totaling 125 square feet, a Streetlight Easement totaling 25 square feet and a Temporary Construction Easement totaling 1088 square feet.

100.4 APN 139-35-501-001: C Eagle Spirit, LLC, a Nevada limited liability company (BTO-9)
This property is an 8.77 acre site improved with 85,643 square feet of neighborhood shopping center located at the Southwestern corner of the intersection of Eastern Avenue and Bonanza Road. Proposed acquisitions include a fee acquisition totaling 1,113 square feet, two Bus Pad Easements totaling 250 square feet, two Streetlight Easements totaling 48 square feet, a Las Vegas Valley Water District Easement totaling 36 square feet and a Temporary Construction Easement totaling 3,129 square feet.

100.5 APN 139-35-513-032: Iglesia Del Dios Vivo Columna Y Apoyo De La Verdad "La Luz Del Mundo" (BTO-7)
This property is a .61 acre site that is bisected by a public right of way and improved with a 9,504 square foot church located at the Northwest corner of the intersection of Eastern Avenue and Cedar Avenue. Proposed acquisitions include: Fee Acquisition totaling 776 square feet, a Bus Pad Easement totaling 125 square feet, a Streetlight Easement totaling 23 square feet, a Las Vegas Valley Water District Easement totaling 36 square feet and a Temporary Construction Easement totaling 897 square feet.

100.6 APN 139-35-702-002: The Miller Trust (44%), Care Holdings, LLC, a Nevada limited liability company (18%) and LMGP 1, LLC, a Nevada limited liability company (38%) (BTO-5)
This property is a 3.58 acre site improved with a 39,600 square foot retail strip center located on the Southwest corner of the Eastern Avenue and Stewart Avenue intersection. Proposed acquisitions include: a Fee Acquisition totaling 1,104 square feet, a Bus Pad Easement totaling 125 square feet, a Streetlight Easement totaling 25 square feet and a Temporary Construction Easement totaling 1,654 square feet.

100.7 APN 139-35-803-027: The Douglas Family Trusts (BTO-4)
This property is a .88 acre site improved with a 3,655 square foot free-standing fast food restaurant located at the Northwest corner of Highway 159 and Eastern Avenue. Proposed acquisitions include: a Fee Acquisition totaling 1,370 square feet, a Bus Pad Easement totaling 2,515 square feet, a Streetlight Easement totaling 25 square feet, a Traffic Signal Easement totaling 105 square feet and a Temporary Construction Easement totaling 2,515 square feet.

100.8 APN 139-35-817-006: Siena XVII Holding Limited Partnership, a Nevada family limited partnership (BTO-4)
This property is an unimproved vacant parcel totaling 1.03 acres in the Southwestern corner of the Fremont Street and Eastern Avenue intersection. Proposed acquisitions include: a Temporary Construction Easement totaling 114 square feet.

100.9 APN 139-36-210-014: Cedar 18 LLC, a Nevada limited liability company (BTO-8)
This property is a .67 acre site improved with a 2,666 square foot fast-food restaurant located on the Southeastern corner of the intersections of Eastern Avenue and Cedar Avenue. Proposed acquisitions include: a Fee Acquisition totaling 1,389 square feet, a Bus Pad Easement totaling 125 square feet, a Traffic Signal Easement totaling 8 square feet, a Streetlight Easement totaling 25 square feet and a Temporary Construction Easement totaling 1,658 square feet.

100.10 APN 162-01-401-003: Zelzah Shrine Temple, Inc, a Nevada non-profit corporation (BTO-1)
This property is a 1.25 acre site improved with a 16,500 square foot retail strip center located in the Northeastern quadrant of the intersection of Eastern Avenue and Sahara Avenue. Proposed acquisitions include: a Fee Acquisition totaling 1,103 square feet, a Bus Pad Easement totaling 250 square feet, a Las Vegas Valley Water District easement totaling 36 square feet, two Streetlight easements totaling 50 square feet and a Temporary Construction Easement totaling 6,887 square feet.

100.11 APN 162-02-801-004: US International Financial Investment Group, Inc. (BTO-3)
This property is a .66 acre site improved with a 10,122 square foot office building located in the Southwestern quadrant of the intersection of Eastern Avenue and St. Louis Avenue. Proposed acquisitions include: a Bus Pad Easement totaling 125 square feet, a Traffic Signal Easement totaling 32 square feet and a Temporary Construction Easement totaling 1,252 square feet.

100.12 APN 162-02-801-005: Eastern St. Louis, LLC, a Nevada limited liability company (BTO-3)
This property is a .42 acre site improved with a 4,466 square foot office building located in the Southwestern quadrant of the intersection of Eastern Avenue and St. Louis Avenue. Proposed acquisitions include: a Streetlight Easement totaling 15 square feet and a Temporary Construction Easement totaling 260 square feet.

ARTICLE 101: SCOPE OF SERVICES

101.1 OVERVIEW OF SCOPE OF SERVICES

101.1.1 Under this scope of services, the Right of Way Consultant will provide Acquisition and Relocation Services for the Eastern Bus Turnouts Project.

101.1.2 Right-of-Way engineering activities will be performed by the City of Las Vegas ("CITY) and will include the following; obtaining title reports, legal descriptions, and providing all right-of-way mapping. This information will be provided as it becomes available, but no later than February 29, 2019.

101.1.3 It is anticipated that the major activities include:

- **101.1.3.1** Project Planning and Management.
- **101.1.3.2** Property Negotiations and Relocations.
- **101.1.3.3** Title and Escrow Services.

101.2 DETAILED DESCRIPTION OF SCOPE OF SERVICES

101.2.1 As more fully described in the following subsections, CONSULTANT will provide all services necessary to acquire title to real property in the name of the CITY, in form and substance acceptable to the CITY and relocate displaced persons (i.e., displaced businesses, non-profit corporations, small farms and residential occupants). CONSULTANT will maintain and provide complete and detailed records of all right-of-way activities performed in a manner acceptable to the CITY

101.2.2 Complete all administrative activities and prepare all documentation sufficient to acquire the right-of-way and relocate displaced persons. Obtain the CITY's review and approval of all acquisition and relocation packages, administrative settlements, and closing procedures. CONSULTANT will not commence any negotiations with landowners until the amount of Just Compensation has been established by the CITY. CONSULTANT will incorporate ninety (90) days into the schedule for negotiations and will include a minimum of three personal contacts per ownership during the first thirty (30) days of the negotiation period. If an agreement has not been reached within the first thirty (30) days of negotiations, the agent must contact the property owner at a minimum of once every two (2) weeks for a period not less than sixty (60) days unless directed otherwise by the CITY.

101.2.3 CONSULTANT will deliver all reports, correspondence, and documents relating to each acquisition/relocation to the CITY in both electronic format and hard copy, or as requested by the CITY. CONSULTANT will provide copies of all incoming and outgoing correspondence as requested.

101.2.4 CONSULTANT will maintain an electronic file with accessibility upon reasonable request by the CITY, and electronically transmit to the CITY, in a format acceptable to the CITY, bi-weekly status reports of all parcels and activities related to Right-of-Way including but not limited to property acquisitions by parcel, relocations by displacee, disposition of temporary easements or other property interests. Update electronic records bi-weekly (or as requested) and make accessible to the CITY's Right-of-Way Division and Project Management Division.

101.2.5 CONSULTANT will update and modify right-of-way cost estimates as needed as the acquisitions/relocations progress. Maintain Separation of Duties on all parcels. In no case shall any Right-of-Way Agent perform more than one of the following activities on any parcel:

101.2.6 Acquisition of real property rights;

101.2.7 Relocation of displaced persons;

101.2.8 Legal Compliance. Complete and document all right-of-way activities in compliance with applicable laws [including the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* as amended (Uniform Act)], CITY's policies and

procedures, Nevada Revised Statutes and other applicable rules and regulations. The CITY retains the right to replace any or all team members on the project that fail to comply with: 1) required state or federal statutes; 2) CITY regulations and policies for acquisition, and the relocation of displacees for this project.

101.3 PROJECT PLANNING AND MANAGEMENT

101.3.1 Preparation of a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.

101.3.2 Comprehensive initial project planning, including policy and budget analysis, and participation in informational meetings with the public and official representatives.

101.3.3 Tracking and managing all budgetary-related aspects of the project associated with CONSULTANT's Scope of Work.

101.3.4 Assisting the CITY with the development of administrative policies, procedures, and forms necessary to carry out the initial program.

101.3.5 Ongoing general consultation and project coordination with the CITY, governmental entities, and project team members.

101.3.6 Representation of the CITY at public meetings and hearings as requested.

101.3.7 Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.

101.3.8 Preparation and presentation of a semi-monthly status report based on the agreed-upon guidelines on information to be provided. Confer with CITY verbally on general status, problem areas, and progress.

101.3.9 Subcontracting for and managing any necessary disciplines as identified below in this Scope of Work.

101.4 CITY OVERSIGHT, MONITORING, AND REVIEW

101.4.1 The CITY's retains the right to approve team members *and/or* sub-contractors working on the project prior to their involvement with the project.

101.4.2 The CITY or its designee, may, at its discretion, review *and/or* monitor the right-of-way activities and services performed by the CONSULTANT. This will be for oversight as a secondary review. Primary review shall be conducted by the CONSULTANT. The CITY will notify the CONSULTANT in writing of any Project oversight monitor or reviewer under contract with the CITY. The CONSULTANT will provide in a timely manner to the CITY any information the CITY requests to assist in the CITY's review and assessment of the progress, timeliness, adequacy, and sufficiency of the CONSULTANT's right-of-way activities. CONSULTANT shall maintain an electronic record, in a format acceptable to the CITY and readily accessible by the CITY, of all contacts, discussions, concerns, actions taken and correspondence sent documenting all right-of-way activities completed on the project by ownership (i.e.: diary).

101.5 COMMUNICATIONS

101.5.1 In all correspondence, whether electronic or hard copy, with the owner and/or the CITY, relating to right-of-way activities include the following information (at a minimum) in a heading:

- **101.5.1.1** Project Name;
- **101.5.1.2** Assessor's Parcel Number(s); and
- **101.5.1.3** Name-of -the owner(s) of record

101.6 CONDUCT MEETINGS

101.6.1 CONSULTANT will conduct meetings twice a month at the City or as agreed to by both parties. Topics may include:

- **101.6.1.1** Appraisal;
- **101.6.1.2** Acquisitions (i.e., fee, Authorization to Enter Property ("AEP"),permanent and temporary easements);
- **101.6.1.3** Relocations of displaced persons and/or businesses;
- **101.6.1.4** Quality Assurance /Quality Control
- **101.6.1.5** The schedule for **acquisition and delivery of right-of-way**

101.6.2 Deliverables: Status Progress Reports, every other week, or as instructed by the City.

101.7 OWNER/PUBLIC INQUIRIES

101.7.1 CONSULTANT will respond to property owners within one working day and to general public inquiries within two working days regarding right-of-way acquisition and relocation procedures under the Uniform Act.

101.8 PRE-ACQUISITION

101.8.1 The CONSULTANT will provide project Planning Notices and General Information Notices to property owners/tenants, as approved by CITY.

101.8.2 The CITY will provide CONSULTANT title reports for all parcels.

101.9 REAL PROPERTY ACQUISITION

101.9.1 CONSULTANT shall perform the following tasks upon receipt of the CITY's approved just compensation for each acquisition:

101.9.2 Conduct all assigned property negotiations/relocations in accordance with the requirements of the City's acquisition policy and procedures and Uniform Act. All acquisition/relocation agents hired for this project must be qualified agents approved by the CITY's Right-of-Way Manager or designee.

101.9.3 All agents working as Acquisition Agents or Negotiators shall be qualified and experienced. Experience shall include acquisition and relocation activities which have been performed under the requirements of the Code of Federal Regulations (CFRs) and the Uniform Act. Senior agents are expected to have at least five (5) years professional experience directly related to right-of-way. Agents shall be adequately supervised by a qualified CONSULTANT Acquisition Manager who has extensive experience and knowledge of pertinent CFRs and the Uniform Act. All agents must be fully qualified to perform the duties assigned.

101.9.4 Prepare a working file for each acquisition and relocation following the City's policies and procedures. Provide the CITY with direct access to a maintained and regularly updated electronic file containing the negotiator's diary for each owner documenting each owner contact with the date, time, location, persons present and subjects discussed during each contact.

101.9.5 Ensure all title reports are current and updated as requested by the City.

101.9.6 Verify negotiation data by reviewing and verifying right-of-way engineering data, title and appraisal reports, deeds, legal descriptions, parcel maps and conducting field reviews. Identify all title exceptions and subordinate rights to be cleared and obtain necessary documents to clear these from title. Conduct field review of the acquisition.

101.9.7 Make initial contact with owners to gather pertinent data, lease facts, and any other pertinent information to start the negotiation/relocation process.

101.9.8 Identify lessees, licensees, occupants, or other parties with potential compensable interests and if appropriate, after consultation with the CITY, negotiate with such parties for the acquisition of their compensable interests. Provide timely response to the verbal or written inquiries of any, lessee, licensee, occupant or other holder of a compensable interest, as applicable, not more than two (2) working days after the inquiry.

101.9.9 Prepare acquisition/relocation packages in accordance with the City's policies and procedures.

101.9.10 Prepare and deliver documents to the property owner, tenants of any compensable interest, as applicable, and obtain their execution of the same. Obtain notarization of all signatures on documents to be recorded, in accordance with Nevada law. All owners of record need to sign the conveying document. If new parties of interest are discovered during negotiations or vesting other than what was indicated on the original documents, CONSULTANT shall contact the CITY as to how to proceed. The acquisition file shall be revised to include all corrected grantors and all appropriate forms, deeds and other documents will be revised accordingly.

101.9.11 Submit a sample acquisition and relocation package to the CITY, for review and approval prior to starting the acquisition/relocation process. Such package shall be reviewed and returned to CONSULTANT with comment or direction for corrections within five (5) working days. CONSULTANT shall make all recommended corrections prior to contacting any owner. This package shall include only applicable City approved forms. Make every reasonable effort to meet with owners as soon as possible after receipt of acquisition/relocation approval from the CITY. As much as possible, CONSULTANT shall meet owners in person to present the acquisition packages. When owners are outside the local area the initial offer may be made by email or certified mail return receipt requested. In such cases the agent shall follow up within three (3) business days to ensure the owner understands the details of the project, its effect on the property, the amount of the offer and the owner's rights under the Uniform Act. Such contacts shall be clearly documented in the Agent's parcel diary.

101.9.12 Coordinate between Agents so that concurrent acquisition and relocation activities can be completed in the manner required under the Uniform Act and to protect the affected property owner and/or tenant.

101.9.13 Negotiations for acquisition shall include explaining the acquisition process, answering questions, addressing concerns, problem solving, coordinating meetings and field inspections with appropriate staff, or public agency. Allow a reasonable amount of time [at least thirty (30) days] for the owner/tenant to consider the offer with multiple contacts being made to answer questions, research issues and concerns, resolve differences, and coordinate with CITY as needed.

101.9.14 When tenant-owned improvements have been certified and released by owner and tenant, make offers to tenants for tenant-owned improvements according to the City's policy and procedures and obtain and record a signed Mutual Release & Certification form.

101.9.15 Coordinate with title companies and open escrows on all purchases. Monitor escrows, review all escrow documents. Promptly prepare and transmit closing package to the CITY, request for payment and all appropriate documents and forms required by the escrow company to close escrow. Provide the CITY information for payment of escrow fees including an escrow invoice and supporting documentation. Ensure the CITY receives title insurance policies in the amount of the purchase cost of the land and improvements and clear title to all properties acquired when applicable. Meet owner/tenant onsite for a walk-through, obtain keys and take physical possession of property when applicable. Monitor closing of escrow to ensure timely payment to owners.

101.9.16 For rejected offers, advise the property owners, and other holders of compensable interests, or their representatives of the administrative settlement process. In all dealings with property owners and other holders of compensable interests, clearly represent and maintain that the CITY has the ultimate decision authority regarding any settlement requests. Confer with and deliver to the CITY any settlement request from property owners as applicable, including a detailed recommendation from CONSULTANT. Receive counter-offers and present them to the CITY for consideration. Assist with the negotiation of administrative settlements. Review and provide a written recommendation together with supporting documentation on all counter proposals submitted by the property owners to the CITY for review and prepare settlement packages. Deliver the administrative settlement request and CONSULTANT's recommendation with supporting documentation to the CITY within ten (10) working days of receipt of the request. Remain open to all reasonable settlement requests (that comply with the regulations as outlined herein) that are feasible and are justified and will help expedite the right-of-way acquisition process.

101.9.17 Where agreements cannot be reached, consult with the CITY as needed. Upon approval of the CITY to proceed with condemnation, prepare condemnation packages as required including Negotiator's Report. Provide complete condemnation packages to the CITY Right-of-Way Manager. Prepare for and attend meetings with the City Attorney Office, as requested, to brief on all conditions and progress of the acquisition. Prepare the proper noticing letters and when applicable the letter rescinding offer, upon receipt of proper notice from the CITY. When applicable and approved by the CITY, Prepare "Rent to Hold Vacant Agreement" and obtain owners signatures on documentation required for "Rent to Hold Vacant Agreement", as needed.

101.9.18 Should any parcel being acquired require condemnation services for litigation, these services shall be covered through additional services.

101.9.18.1 Deliverables:

- **101.9.18.1.1** Acquisition Closing Package
- **101.9.18.1.2** Escrow Closing Package
- **101.9.18.1.3** Acquisition Files
- **101.9.18.1.4** Condemnation Package

101.10 TITLE & ESCROW COORDINATION

101.10.1 Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.

101.10.2 Provide escrow officer with fully executed acquisition contract and notarized deed.

101.10.3 Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions. Assist escrow to secure full or partial reconveyance or subordination instruments from lien holders of record.

101.10.4 Review settlement statement for accuracy.

101.10.5 Coordinate with CITY the deposit of acquisition amount and estimated closing costs with escrow.

101.10.6 After the closing, review the title insurance policy for accuracy.

101.10.7 Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate

101.10.8 NOTE: When a property is obtained by an order of occupancy through court a pictorial inventory shall be immediately performed, as requested by City only.

101.10.9 Deliverables: All Right-of-Way documentation for Acquisitions, and Relocation, as required and all documentation included as specific deliverables in the sections above.

ARTICLE 102: SUBCONTRACTS

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

ARTICLE 103: REGULATORY AUTHORITIES

103.1 The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section of the Department of Public Works does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section of the Department of Public Works. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction

over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

ARTICLE 104: BUY AMERICA(N) COMPLIANCE

104.1 Consultant and subconsultants at all tiers shall:

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

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

104.1.3 Verify Contractor submittals provide evidence of compliance for products that the designer has not previously verified during design. Verify Contractor has submitted a certificate in proper form from the manufacturer if Buy America is required.

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

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

104.1.6 Federal Attachments: Attachment A and Attachment B are hereby included by reference.

END OF EXHIBIT "A"

EXHIBIT "B"
REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 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.

200.2 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

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

ARTICLE 301: SCHEDULE OF SERVICES

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

PHASE	COMPLETION DATE	REMARKS
Acquisition	September 2020	
Relocation	December 2021	Displacee's have 18 months to claim their benefits.

END OF EXHIBIT "C"

EXHIBIT "D"
FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$284,000.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Article 500), times a **multiplier of 2.8**, 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. 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.

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

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$234,000.00	

FEE BREAKDOWN

TASK	DESCRIPTION	Not To Exceed Amounts
	PROJECT PLANNING & MANAGEMENT	
101.3.1	Project Planning Worksheet	$8,085.61
101.3.2	Policy and Budget Analysis	$N/A
101.3.3	Tracking of Budgetary-Related Aspects	$16,097.70
101.3.4	Develop Administrative Polices, Procedures & Forms	$N/A
101.3.5	General Consultation/Project Coordination - CITY & Project Team	$21,009.16
101.3.6	Representation at Public Meetings and Hearings	$4,933.66
101.3.7	Tracking Reports to Monitor Project Milestones	$16,314.76
101.3.8	Preparation & Presentation of Semi-Monthly Status Reports & Detailed Monthly Invoices	$9,412.14
101.3.9	Subcontracting for and Managing Any Necessary Disciplines	$N/A
	SUBMITTAL	
	Prepare & Submit Project Schedule	N/A
	CONDUCT MEETINGS	
101.6.1	Meetings with the CITY (Twice Monthly)	$15,042.94
101.6.2	Prepare & Submit Deliverables	$7,606.76
	REAL PROPERTY ACQUISITION (INCLUDING RELOCATION) AND TITLE & ESCROW COORDINATION	
101.9.1-.18	Acquisition/Relocation Case Work	$123,670.35
101.10.1-.9	Title & Escrow Coordination	11,826.92
	Total Basic Services Hours	—
	Total Basic Services Fee	**$234,000.00**

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

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

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

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Table D-2 and Exhibit "E" (Compensation), or if no Additional Service fee has been established for the service, 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		
TOTAL NOT-TO-EXCEED COST	$50,000.00	

END OF EXHIBIT "D"

EXHIBIT "E"
COMPENSATION

ARTICLE 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
Right of Way Director/Principal	$65.00
Division/Project Manager	$53.00
Senior Agent	$45.00
Right of Way Agent	$40.00
Right of Way Technician	$27.00
Administrative Assistant	$30.00

ARTICLE 501: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
N/A			$0
			$0
			$0

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

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

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

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

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

502.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, 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

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Ed Young

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Alan R. Riekki

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Mack Dickerson

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Mack Dickerson or Assignee

601.1.3 TECHNICIAN: Jacqui Seibel or Jason Diaz

601.1.4 CLERICAL: Virginia Monyak

601.1.5 RESPONSIBLE IN CHARGE PERSON: Mack Dickerson

601.1.6 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: B0055596.CORP

END OF EXHIBIT "F"

EXHIBIT "G"
CERTIFICATE

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 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.

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 Contract.

3. Instructions

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

4. Incorporation

This Certificate shall be incorporated into the resulting contract or Contract, if any, between the City and the Contracting Entity. Upon execution of such contract or 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 or Contract, and/or a withholding of payments due the Contracting Entity.

Block 1 **Contracting Entity**
Tierra Right of Way Services, Ltd.
Name 1575 E. River Rd., Ste 201 Tucson, AZ 85718
Address 800-887-0847
Telephone 86-0641058
EIN or DUNS

Block 2 **Description/Subject Matter of Contract:**
200191-JH, EASTERN BUS TURNOUTS

Block 3 **Type of Business**			
☐ Individual	☐ Partnership	☐ Limited Liability Company	■ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
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 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.

STATE OF _____ Signature Date

COUNTY OF _____

Subscribed and sworn to before me this _____ day of

_____, 20_____.

_____
Notary Public

(Notary Stamp)

EXHIBIT H – DEPARTMENT OF TRANSPORTATION ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or

    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

FORM D - AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

STATE OF _____ }SS

COUNTY OF _____

I, _____(Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
(SEAL) Notary Public, Judge or other Official

FORM E – CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31
UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Name (please type or print)

_____
Signature

_____
Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

1. Type of Federal Actions:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:
☐ Prime ☐ Sub-awardee Tier _____, *if* known: Congressional District, *if* known: _____	_____ Congressional District, *if* known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description:
_____	_____ CFDA Number, *if* applicable: _____
8. Federal Action Number, *if* know: _____	9. Award Amount, *if* known: $ _____
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* _____ *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	b. Individuals Performing Services *(including address if different from No. 10a)* _____ *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned	13. Type of Payment *(check all that apply):* ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:*(attach Continuation Sheet(s) SF-LLL-A, if necessary)* _____

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	_____ Signature _____ Print Name _____ Title _____ _____ Telephone No. Date

Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

FORM F - DBE COMMITMENT TO SUBCONTRACTORS

Agreement Number: P194-12-063 DBE Participation Goal: _0_%

This form must be submitted

Name of Certified DBE Firm(s)	Scope of Work Detailed Description	% of Total Agreement

Total DBE Commitment % _____

I certify that these identified services and percentages were quoted by the DBE firm(s). If awarded this Agreement, our firm _____ Phone No. _____intends to enter into subcontract Agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation could result in appropriate sanctions under applicable Local, State or Federal laws.

_____	_____	_____
Signature of Authorized Representative	Print/Type Name of Authorized Representative	Date

CITY USE ONLY

DEPARTMENT APPROVAL:

Signature:_____

Name: _____

Date: _____

Comments: _____

EXHIBIT I – DISADVANTAGED BUSINESS PARTICIPATION

The following DBEs have been identified to support this Agreement. The scope and percent of total contract value identified below shall serve as a minimum participation value, but may be exceeded. Consultant shall not delete work scope or reduce the identified DBEs contract value without prior written agreement by the Nevada Department of Transportation and the City of Las Vegas.

DBE	Scope of Work	Minimum Percentage of Total Agreement Value
		%
		%
		%
		%

EXHIBIT J - CONSULTANT COST

CERTIFICATION OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this Proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this Proposal (Identify Proposal and Date) to establish final indirect cost rates for (Agreement Term) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

Firm Name: _____

Signature of Certifying Official: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

*Certifying Official shall be an individual executive of financial officer of the Service Provider's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted for acceptance.

EXHIBIT "G"
CERTIFICATE

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 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.

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 Contract.

3. Instructions

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

4. Incorporation

This Certificate shall be incorporated into the resulting contract or Contract, if any, between the City and the Contracting Entity. Upon execution of such contract or 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 or Contract, and/or a withholding of payments due the Contracting Entity.

Block 1 **Contracting Entity**
Tierra Right of Way Services, Ltd.
Name 1575 E. River Rd., Ste 201 Tucson, AZ 85718
Address 800-887-0847
Telephone 86-0641058
EIN or DUNS

Block 2 **Description/Subject Matter of Contract:**
200191-JH, EASTERN BUS TURNOUTS

Block 3 **Type of Business**			
☐ Individual	☐ Partnership	☐ Limited Liabillty Company	■ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	CLC Management Services Inc.	2245 Texas Dr. Ste 200 Sugar Land, Tx 77479	281-240-3370
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 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 Darin Hittle, 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 1/16/2020
Date

STATE OF Texas

COUNTY OF Fort Bend

Subscribed and sworn to before me this 16th day of January, 20 20.

Stephanie French
Notary Public

STEPHANIE FRENCH
Notary ID #129874787
My Commission Expires
July 3, 2022

(Notary Stamp)

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve award of Contract No. 200183-DD, Blanket Services Contract for Construction Manager as Agent and Staff Augmentation Services - Department of Public Works - Award recommended to: CA GROUP, INC. (Not-to-Exceed $1,600,000 - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $1,600,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The subject contract provides construction consulting for various future construction projects. Future projects will be assigned by an executed task order. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2018 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. CA Group, Inc. has an office located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 200183-DD
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES CONTRACT
FOR
CONSTRUCTION MANAGER AS AGENT AND STAFF AUGMENTATION SERVICES

THIS CONTRACT is made and entered into this _____ day of _____, 2020, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **CA Group, Inc.**, (the "Consultant"), a **Corporation organized and existing under the laws of the State of Nevada, whose address is 2785 South Rainbow Boulevard, Las Vegas, Nevada 89146**.

WITNESSETH:

WHEREAS, the City intends to construct **Various Projects Related to the City's Capital Improvement Program** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; and

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

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Contract;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate contracts with the Consultant for each Project.

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.***

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

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

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.02 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 7.05 of this Contract.

7.02 ***Multiplier.*** Exhibit D, Article 401.1 provides the multiplier is established for this contract. The multiplier includes costs associated with, but not be limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.04 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.

7.03 ***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..

7.03 ***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.

7.05 ***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, Article 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 10.20A of this Contract.

7.06 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. 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 10.21 of this Contract.

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Contract shall be maintained for 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.

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

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on 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 the This Contract to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Contract, and

(iii) the Consultant could not mitigate the increase in the performance cost,

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

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Contract without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Contract. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that

notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

A. 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 10.04, 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 agreement 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.

B. ***Delivery of Documents.***

(i) 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.

(ii) 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.

C. ***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.

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

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Contract from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Contract. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

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

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

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

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

H. Certificates of Insurance.

(i) 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.

(ii) 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".

The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and the Consultant to the coverage, limits, and termination provisions shown thereon.

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees

shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

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

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

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

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

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

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

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

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

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

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required

herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

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

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

10.14 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.

10.15 ***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.

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

10.17 ***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.

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

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

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

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

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

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

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

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

10.21 ***Attorney Fees.*** The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this 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 December 2018.

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

CITY OF LAS VEGAS

By_____
Tressa Fernandez, Acting Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 2/27/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CA GROUP, INC

By_____
James Caviola, P.E. PTOE

LIST OF EXHIBITS

Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " CERTIFICATE OF DISCLOSURE

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

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

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

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

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

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

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

100.6.1 The City shall provide:

100.6.1.1 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.

100.6.1.2 The cost of any software licenses required by the MasterWorks software manufacturer or distributor.

100.6.1.3 User accounts for Consultant's access to the MasterWorks software.

100.6.2 The Consultant shall provide:

100.6.2.1 Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.

100.6.2.2 Information using the forms, screen views, and information fields provided in the software and training materials.

100.6.2.3 Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.

100.6.2.4 Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.

100.6.2.5 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.

100.6.2.6 Frequent monitoring of the MasterWorks software.

100.6.3 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.

100.7 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 of the Task Order will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

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

400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **$1,600,000**

ARTICLE 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 – Article 500), times a multiplier of 3.14, 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

ARTICLE 500: CONSULTANT HOURLY RATES

ARTICLE 501:

501.1 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	$130
Project Manager	$110
Engineer	$85
Construction Manager	$90
Construction Coordinator	$70
Senior Inspector	$65
Inspector	$55
CADD Technician	$50
Document Administrator	$40
Scheduler	$85

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

ARTICLE 502: ADDITIONAL SERVICES RATES

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

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

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

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

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

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

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

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

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

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

503.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, 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.

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Contract: Tom Hayes
600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez

600.3 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.2 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Shawn Meagher
601.3 CONSULTANT REPRESENTATIVE'S SUPERVISOR: James Caviola

601.4 CONSTRUCTION COORDINATOR: Mike Bridges, Ryan Condol
601.5 CONSTRUCTION INSPECTOR: Jess Brown, James Wondra, Alex Skerlich, Jeff Brown, Sean Caviola, Mark Russo, Steven Adrea, Tom Regenhard
601.6 DOCUMENT ADMINISTRATOR: Tammy Michels
601.7 OTHER PERSONNEL: TBD

601.8 RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff)
List name of individual Architect, individual Engineer, or Contractor company name as licensed: Shawn Meagher
List Architect, Engineer, or Contractor license number: 15461

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 All work will be performed by the Consultant's employees or the following subconsultants:
602.1.1.1 MATERIAL TESTING: TBD
602.1.1.2 ENVIRONMENTAL MONITORING: TBD
602.1.1.3 CIVIL ENGINEER: TBD
602.1.1.4 STRUCTURAL ENGINEER: TBD
602.1.1.5 MECHANICAL ENGINEER: TBD
602.1.1.6 ELECTRICAL ENGINEER: TBD
602.1.1.7 LANDSCAPE DESIGN: TBD
602.1.1.8 COST ESTIMATOR: TBD
602.1.1.9 GEOTECHNICAL ENGINEER: TBD
602.1.1.10 LAND SURVEYOR: TBD

END OF EXHIBIT "F"

EXHIBIT G - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: CA Group, Inc.	**Services for:** various capital projects
Address: 2785 South Rainbow Blvd	
Telephone: 702.685.5945	**Project Number:**
EIN or DUNS : 26-2278684	

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.	James Caviola/President	2785 South Rainbow Blvd, LV NV 89146	702.685.5945
2.	Chad Anson/Vice President	1135 Terminal Way, Suite 106, Reno, NV 89502	775283.8394
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

_____
Name

1/14/20
Date

Subscribed and sworn to before me this 14th day of January, 2020

Tammy Holt
Notary Public

TAMMY HOLT
Notary Public, State of Nevada
Appointment No. 12-8194-1
My Appt. Expires June 7, 2020

EXHIBIT "H"

PROJECT TASK ORDER

Number H-___

Blanket Contract Project Name:
Blanket Contract Date:
Blanket Contract Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

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

Project Name:
Location:
Description:
Construction Cost Budget:

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

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

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

Dated this _____ day of _____, _____.

By: _____ By: _____
Consultant City

EXHIBIT G - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: CA Group, Inc.	**Services for:** various capital projects
Address: 2785 South Rainbow Blvd	
Telephone: 702.685.5945	**Project Number:**
EIN or DUNS : 26-2278684	

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.	James Caviola/President	2785 South Rainbow Blvd, LV NV 89146	702.685.5945
2.	Chad Anson/Vice President	1135 Terminal Way, Suite 106, Reno, NV 89502	775283.8394
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

_____
Name

1/14/20
Date

Subscribed and sworn to before me this 14th day of January, 2020

Tammy Holt
Notary Public

TAMMY HOLT
Notary Public, State of Nevada
Appointment No. 12-8194-1
My Appt. Expires June 7, 2020

EXHIBIT "H"

PROJECT TASK ORDER

Number H-___

Blanket Contract Project Name:
Blanket Contract Date:
Blanket Contract Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

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

Project Name:
Location:
Description:
Construction Cost Budget:

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

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

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

Dated this _____ day of _____, _____.

By: _____ By: _____
Consultant City

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve award of Modification No. 6 to Contract No. 140022-CB, Contract for Consulting Services for City of Las Vegas Fire and Rescue - Department of Fire & Rescue - Award recommended to: SQS CONSULTANTS, INC. ($18,000 - Fire Communications Internal Service Fund)

FISCAL IMPACT:
Budget Funds Available
Amount: $18,000
Funding Source: Fire Communications ISF
Dept./Division: Fire & Rescue

PURPOSE/BACKGROUND:
On August 22, 2013, the subject Contract was awarded by the Purchasing & Contracts Manager for the provision of consulting services on various projects.

• Modification 1 was done on 7/14/14, which increased the scope of work, extended contract terms, increased the annual amount by $50,000 and was awarded by the Purchasing & Contracts Manager
• Modification 2 was approved by Council on 7/15/15, which increased the scope of work to include ground emergency medical transportation services, extended contract terms and increased the contract amount by $49,995 to cover the extension
• Modification 3 was approved by Council on 9/7/16 to extend the performance period and increased contract amount by $45,450 to cover the extension
• Modification 4 was approved by Council on 5/17/17 extending performance period and increased the contract amount by $54,540 to cover the extension
• Modification 5 was approved by Council 10/3/2018 increasing the annual by $21,840

This Modification increases the annual amount by $18,000 bringing the total contract amount to $543,401 and does not increase the performance period. SQS Consultants, Inc. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Modification No. 6 to Contract No. 140022-CB
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION NO. 6

Contract for Consulting Services for City of Las Vegas Fire and Rescue

THIS MODIFICATION NO. 6 is being entered into this _____day of _____, 2020, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 Main Street, Las Vegas, Nevada 89101, and SQS CONSULTANTS, INC (hereinafter the "Company"), a-corporation having its principal office located at 11560 White Cliffs Avenue, Las Vegas, Nevada 89138.

This Modification revises the Prices/Costs and Performance Period set forth in that certain Contract for Consulting Services for City of Las Vegas Fire and Rescue dated August 20, 2013 (Contract No. 140022-CB), as amended by Modification No. 1 dated July 14, 2014, Modification No 2 dated July 20, 2015, Modification No 3 dated September 7, 2016, Modification No 4 dated May 23, 2017 and Modification No. 5 dated October 3, 2018 (collectively the "Contract").

The Contract between the City and the Company is hereby modified as follows:

1. **Section B-3: Prices/Costs**

REFERENCE: Section B-3

DELETE: In its entirety.

REPLACE WITH:

(a) Authorized Amount. The total authorized amount for this Contract, inclusive of all incidental expenses, is $543,401.00.

(b) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

(c) Payment Schedule. The Company will invoice the City monthly in accordance with the schedule below.

ITEM NO.	DESCRIPTION	PRICE	QTY	EXTENDED AMOUNT
1	Consulting Services - Aug 19 – 31, 2013	1	$2,050.00	$2,050.00
2	Consulting Services - September 2013 – May 2015	21	$4,545.00	$95,445.00
3	Consulting Services – June 2015 – April 2016	11	$4,166.00	$45,826.00
4	Consulting Services – May 2016 – April 2017	12	$4,545.00	$54,540.00
5	Consulting Services – May 2017 - April 2018	12	$4,545.00	$54,540.00
6	Consulting Services – May 2018 - April 2019	12	$5,000.00	$60,000.00
7	Consulting Services – May 2019 – December 2020	8	$5,000.00	$40,000.00
8	Consulting Services – January 2020 - April 2020	4	$6,500.00	$26,000.00
9	Consulting Services – May 2020 - April 2021	12	$6,500.00	$78,000.00
10	Consulting Services – May 2021 – April 2022	12	$6,500.00	$78,000.00
11	Additional Consulting Services – Fitch Project Management	1	$9,000.00	$9,000.00
CONTRACT PAYMENT TOTAL				**$543,401.00**

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 6 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Tressa Fernandez — Date
Acting Manager, Purchasing and Contracts

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 3/9/2020
Deputy City Attorney — Date

John S. Ridilla
Deputy City Attorney

SQS CONSULTANTS, INC.

Steven M. Smith, Principal — Date

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: SQS Consultants, Inc.	**Services for:** Contract for Consulting Services for City of Las Vegas Fire and Rescue
Address: 11560 White Cliffs Avenue Las Vegas, Nevada 89138	
Telephone: 702-525-6224	**Project Number:**
EIN or DUNS : 46-3258971	

Block 3: Type of Business

Individual Partnership Limited Liability Company Corporation Trust (Other: S-Corporation)

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	STEVEN SMITH	11560 White Cliffs LVNV	702-525-6224
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages:

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

Steven M Smith
Name

3/2/20
Date

Subscribed and sworn to before me this 2nd day of March, 2020

Notary Public

AMY CORNELISON
Notary Public-State of Nevada
APPT. NO. 01-67844-1
My Appt. Expires 07-14-2023

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
18

DEPARTMENT: Fire & Rescue **CONSENT**
DIRECTOR: William McDonald

SUBJECT:
For possible action to approve a contract between the City of Las Vegas and the State of Nevada Department of Health and Human Services to establish the City as a provider of ground ambulance transportation services in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas provides emergency ambulance services through Las Vegas Fire & Rescue. Services provided to Medicaid eligible recipients through an interlocal agreement with the State of Nevada may be reimbursed at a higher rate representative of actual costs to the City based on a Public Agency State-approved Cost Allocation Plan (CAP) developed by Fire & Rescue. The period of the provision of ground ambulance services is July 1, 2020 to June 30, 2024. The terms of the agreement and reporting requirements are acceptable to the City of Las Vegas.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract Between Public Agencies

CETS #:	**22990**
Agency Reference #:	**n/a**

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	**Department of Health and Human Services, Division of Health Care Financing & Policy**
Address:	**1100 E. William Street, Suite 100**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Sarah Lamb**
Phone:	**775-684-3621**
Fax:	**775-684-3773**
Email:	**s.lamb@dhcfp.nv.gov**

Public Entity #2:	**City of Las Vegas for and on behalf of Las Vegas Fire and Rescue**
Address:	**500 North Casino Center Blvd.**
City, State, Zip Code:	**Las Vegas, NV 89101**
Phone:	**702-383-2888**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to 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, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1st and ending June 30th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	22990
Agency Reference #:	n/a

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in ***Section 4, Termination.*** Contract is subject to Board of Examiners' approval (anticipated to be May 11,2020).

Effective From:	July 1, 2020	To:	June 30, 2024

4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in ***Section 3, Contract Term,*** provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	BUSINESS ASSOCIATE ADDENDUM

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in ***Section 6, Incorporated Documents*** at a cost as noted below:

Total Contract Not to Exceed:	$54,000,000.00

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT**

A. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed $150.00 per hour.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, 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 Contract after the intervening cause ceases.

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed 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.

15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.

16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. **CONFIDENTIALITY.** 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 by this Contract.

CETS #:	22990
Agency Reference #:	n/a

21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in ***Section 6, Incorporated Documents***.

23. **GOVERNING LAW – JURISDICTION.** This Contract 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 and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are 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 Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	**22990**
Agency Reference #:	**n/a**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

City of Las Vegas for and on behalf of
Las Vegas Fire and Rescue

Mayor, City of Las Vegas

Carolyn Goodman — Date — Title

Attested by:

City Clerk

LuAnn D. Holmes, MMC — Date — Title

Approved as to form:

John S. Ridilla 3/10/2020

John S. Ridilla — Date

Chief Deputy City Attorney

Title

Division of Health Care Financing & Policy

Administrator, DHCFP

Suzanne Bierman, JD, MPH — Date — Title

Director, DHHS

Richard Whitley, MS — Date — Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____
Date

ATTACHMENT A

SCOPE OF WORK

EMERGENCY TRANSPORTATION, GROUND AMBULANCE CERTIFIED PUBLIC EXPENDITURES

I. The Public Agency agrees to perform the following services or activities and to accept payment for the services as follows:

A. To provide emergency transportation, ground ambulance services to eligible recipients under Title XIX within the Las Vegas Fire and Rescue, in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.

B. To be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX program.

C. To determine all expenditures in accordance with the Public Agency State-approved Cost Allocation Plan (CAP). Elements of the CAP necessary for claiming expenditures and for reimbursement are a Centers for Medicare & Medicaid Services (CMS) approved allocation methodology, documentation of appropriate direct, indirect and shared costs and their cost centers. Cost allocation must be consistent with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance. The Public Agency cannot unilaterally change the method of determining how the services will be counted, or what the approved rate is once it is approved by the DHCFP.

D. To provide a report of services and a cost report annually to the DHCFP for emergency transportation, ground ambulance services in the format approved by the DHCFP, this will either be in an Excel format (.xls or .xlsx). Other formats may be considered for use at the discretion of the DHCFP on a case by case basis. The Public Agency must provide an electronic version of their claims for submission before the DHCFP will consider that it has received the official version of the claims for the cost settlement process.

E. To provide detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the State-approved CAP for the Public Agency.

F. To provide the DHCFP the documentation to validate the rate for eligible services based upon the approved methodology, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B EMERGENCY TRANSPORTATION, GROUND AMBULANCE CERTIFIED PUBLIC EXPENDITURES (CPE), before any payment for those services is made by the DHCFP. The interim rate is determined based on the actual historical costs, and is estimated after the end of the state fiscal year.

G. To pay the State's designated auditor the state share of those costs associated with the annual reconciliation and cost settlement.

H. To bill the DHCFP in a timely manner for services which are allowable based upon the DHCFP defined processes for Medicaid providers. Forms not filled out completely will be subject to return to the Public Agency and payment delayed or denied.

I. To pay back any Title XIX funds received by the Public Agency in the event that an audit results in a determination that such costs were not reimbursable under the Title XIX per receipt of written notice from the DHCFP of such obligation.

J. To provide the required state share for Federal Medicaid funds paid for eligible recipients covered under the emergency transportation, ground ambulance services. The Public Agency will certify in a mutually agreed upon format that any and all funds used by the Public Agency as match will be appropriated or taxing authority funds that are not used as match for any other program.

II. The DHCFP agrees to perform the following services or activities, and to provide the following payment for the Public Agency services.

A. To work with CMS, the Public Agency and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX for allowable costs and services, as defined in the Nevada Medicaid State Plan, Chapter 3.0 and Attachment 4.19-B, provided by both parties.

To provide to the Public Agency necessary guidance and documentation related to the utilization of Title XIX for emergency transportation, ground ambulance and other allowable activities and services. This may include providing training related to the reimbursement for emergency transportation, ground ambulance services to the Public Agency.

B. To approve a standard methodology for the Public Agency to utilize in determining the reimbursable costs the Public Agency may charge consistent with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance, and the Title XIX programs. The methodology will be based on an interim rate which is the actual rate from the preceding state fiscal year. At the end of the state fiscal year, the Public Agency will have until the following December 1st to submit its year-end claims to the DHCFP for reconciliation and cost settlement. If the Public Agency providers interim payments exceed the actual certified costs of the provider for services to Medicaid clients, the DHCFP will recoup the federal share of the overpayment. The provider must return an amount equal to the overpayment to the DHCFP. If the actual certified costs exceed the interim Medicaid payments, the DHCFP will pay the federal share of the difference to the provider in accordance with the final actual certification agreement.

C. To pay the Public Agency through its Medicaid Management Information System (MMIS) for emergency transportation, ground ambulance claims submitted during the state fiscal year which is covered under the Provider Enrollment Agreement. Those expenditures and their allocation must be in accordance with the Public Agency State-approved CAP. This payment will represent the federal share of the Federal Medical Assistance Percentage (FMAP) of the total allowable costs identified for emergency transportation, ground ambulance services. The FMAP is published annually pursuant to the Code of Federal Regulation (42 CFR Part 433.11 Subpart A). Correct and accurately submitted claims are generally paid within thirty (30) business days of receipt.

III. Both Parties Agree:

The Public Agency shall comply with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants Guidance. Copies of audit reports shall be sent to the DHCFP within 60 days of receipt of the completed audit report at 1100 East William Street, Suite 101, Carson City, Nevada 89701 to the attention of the Fiscal Services Unit.

AGENDA SUMMARY PAGE
City Council
Meeting of: April 1, 2020

Agenda Item No.:
19

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

SUBJECT:
For possible action to approve the ratification of funding allocation and award by the Commission for the Las Vegas Centennial of $150,000 to the City of Las Vegas, Acting By and Through its Office of Cultural Affairs, for the production of the 2020 Las Vegas Days Parade (Formerly Helldorado Days) that will take place on May 9, 2020

FISCAL IMPACT:
Amount: $150,000.00
Funding Source: License Plate Revenue
Dept./Division: Commission for the Las Vegas Centennial

PURPOSE/BACKGROUND:
A funding request in the amount of $150,000.00 was approved by the Commission for the Las Vegas Centennial at the July 15, 2019 Commission meeting, for the production of the Las Vegas Days Parade to be held on May 9, 2020. Production costs include marketing, logistical support for pre and post parade expenses, the staff necessary to operate and manage the event, and funding for high school marching bands and clubs to build floats for parade participation.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Centennial Grant Agreement with the City of Las Vegas, Acting By and Through its Office of Cultural Affairs, including Exhibit A (budget)

CENTENNIAL GRANT AGREEMENT
WITH
THE CITY OF LAS VEGAS, ACTING BY AND THROUGH ITS OFFICE OF CULTURAL AFFAIRS

THIS CENTENNIAL GRANT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada nonprofit corporation (hereinafter the "Commission"), and THE CITY OF LAS VEGAS, ACTING BY AND THROUGH ITS OFFICE OF CULTURAL AFFAIRS (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 Las Vegas Days Parade to be held on May 9, 2020, with the following components: (a) the production of volunteer t-shirts; (b) the rental of portable restrooms and golf carts; (c) the printing of certificates and marketing materials; (d) hiring METRO Police for security; (e) hiring a traffic control company; and (f) funding for high school marching bands and clubs to build a float for parade participation.

WHEREAS, the Commission desires to provide Centennial Grant funds to fund The Las Vegas Days Parade (the "Project") to be completed by May 10, 2020.

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 Fifty Thousand Dollars ($150,000.00) (the "Centennial Funds") to be used for the production and running of The Las Vegas Days Parade.

2. **ELIGIBLE COSTS.** The Grantee agrees that the Centennial Funds shall be used specifically for expenses relating to the production and running of the Las Vegas Days Parade (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 at the location of the site where the Project will take place, and in its advertisements, printed materials, television, radio and electronic media and other medium as a supporter of the Project. The Centennial Commission reserves the right to disapprove of any signage and any 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 construction 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 regulation relative to the installation of signs. 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
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106
Email: dsiebrandt@lasvegasnevada.gov
Phone: 702-229-2476

If to the Grantee:

The City of Las Vegas Office of Cultural Affairs
C/o Marja Bigas
495 S. Main Street
Las Vegas, NV 89101
Email: mbigas@lasvegasnevada.gov
Phone: 702-229-4859

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:

Seth T. Floyd
Deputy City Attorney 2/24/20

Deputy City Attorney Date

THE CITY OF LAS VEGAS, ACTING BY AND THROUGH ITS OFFICE OF CULTURAL AFFAIRS

By: _____ 2/24/2020
Ally Haynes-Hamblen, Director

Exhibit A

Exhibit A: Budget

2020 Las Vegas Days Parade Budget

Company Name	Services	Amount Due
Geary Company	Marketing	$76,000.00
Department of Public Safety	City Marshals Course Support	$2,600.00
Parking Services	DTC Lot	$150.00
METRO	Police Officers on Course	$12,000.00
McIntosh	Radio Communications	$200.00
MOB	Barricades/Traffic Control Plan	$4,100.00
Ahern	Utility Carts	$1,690.00
United Site Services	Portable Restrooms	$1,450.00
Logo Fusion	Staff Shirts	$750.00
High Schools	March Bands ($1,000.00) & Float Entries ($1,500.00)	$37,500.00
Supplies	Parade Day Supplies	$600.00
Marching Band Winner	Marching Band Winner	$500.00
Awards & Graphics	City Graphics	$600.00
Total		$138,140.00

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
20

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

SUBJECT:
For possible action to approve a Tavern-Limited License for a Change of Ownership FROM: BIERGARTEN, LLC TO: JESS THE MESS, LLC dba BERLIN at 201 East Charleston Boulevard - Ward 3 (Diaz)

FISCAL IMPACT:
None

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

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

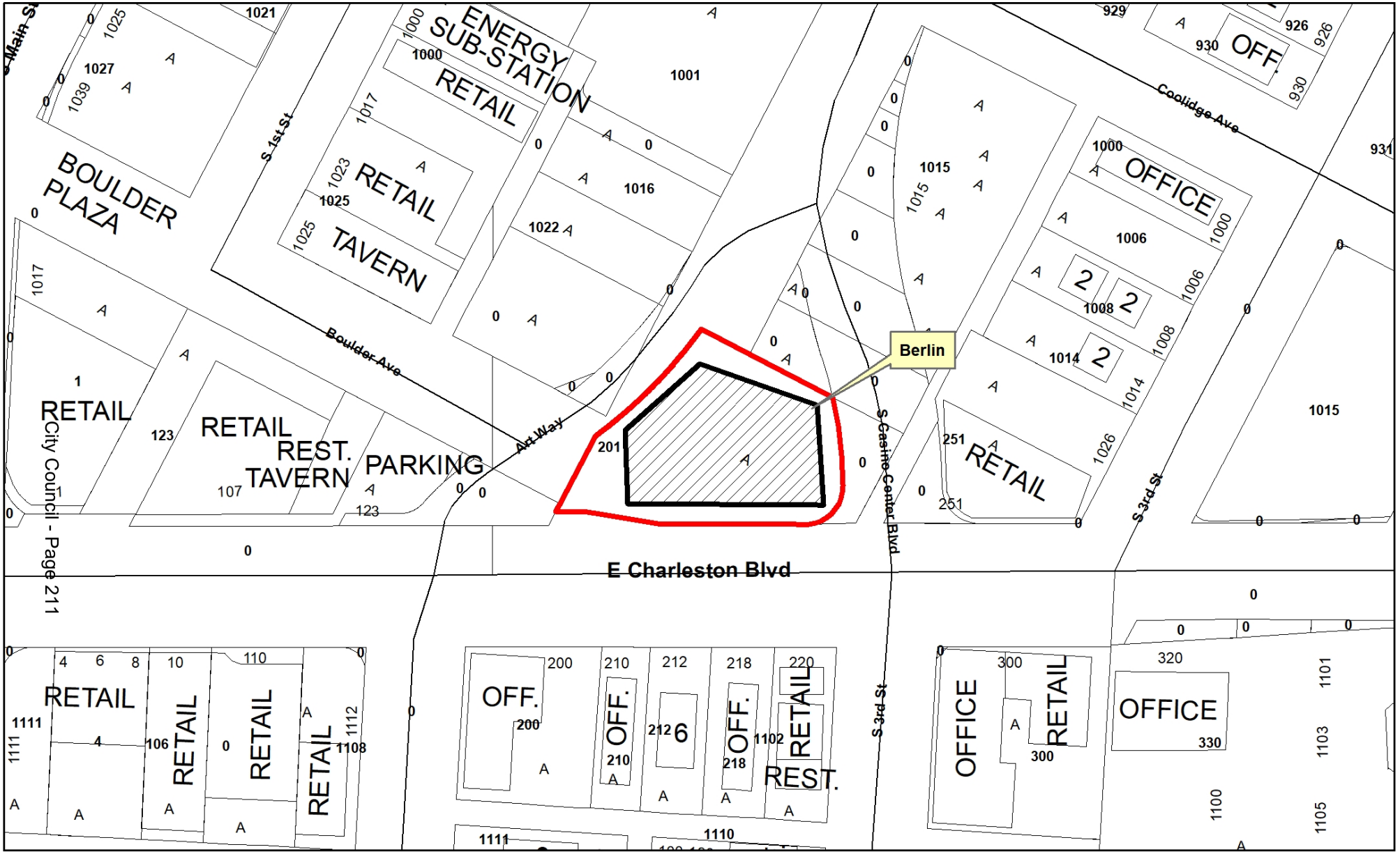
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 1, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Tavern-Limited License for a Change of Ownership FROM: BIERGARTEN, LLC TO: JESS THE MESS, LLC dba BERLIN at 201 East Charleston Boulevard - Ward 3 (Diaz)

OWNERSHIP:

JESS THE MESS, LLC
Michael Ashley Hoff, Managing Member
Jessica Lynn Thaeter, Managing Member



Berlin
201 East Charleston Boulevard
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: Tuesday, March 10, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
21

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

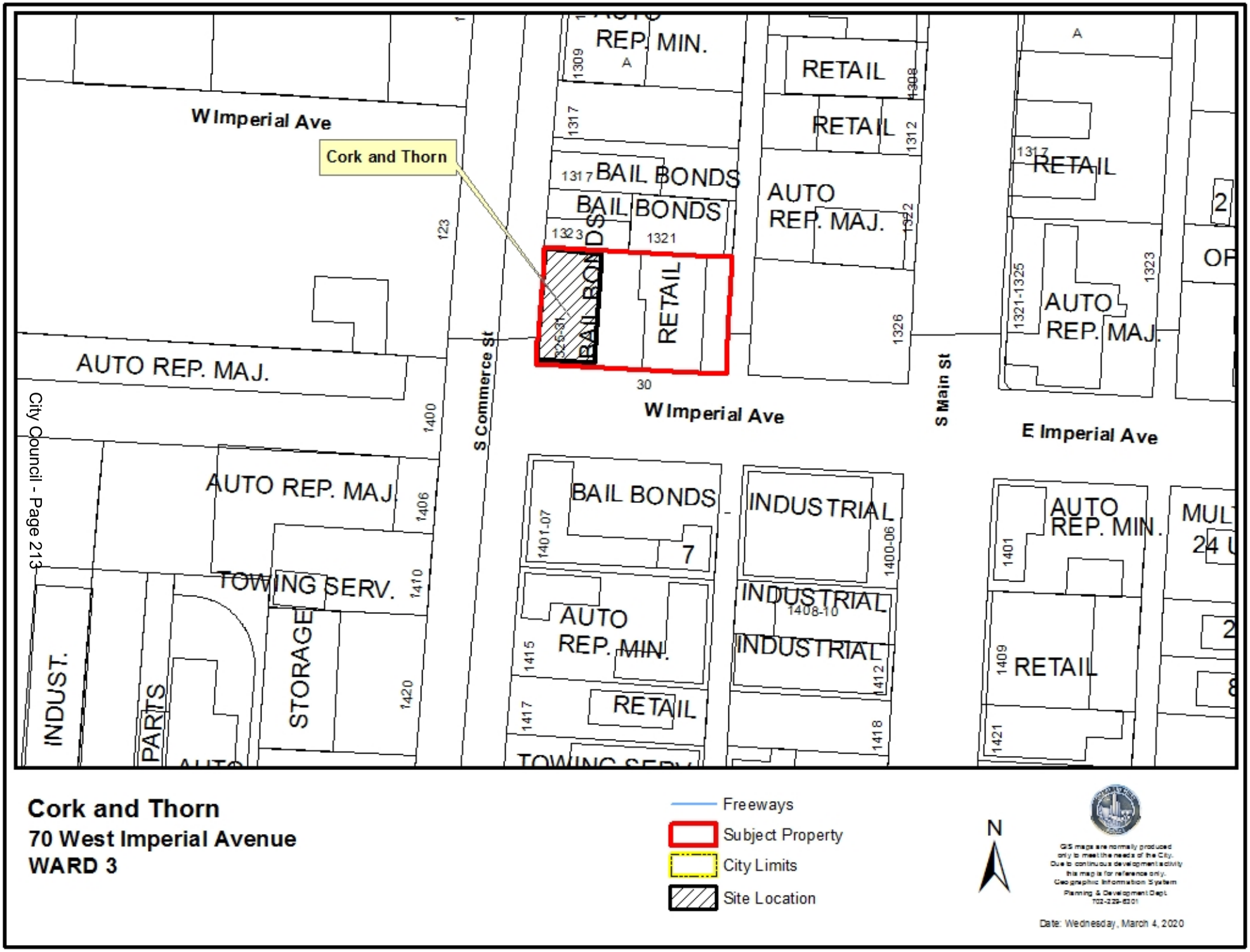
SUBJECT:
For possible action to approve a Tavern-Limited License for NAAKITI FLORAL DESIGN, INC. dba CORK AND THORN at 70 West Imperial Avenue [Randi Garrett, President, Secretary, Treasurer, Director and Shareholder] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Tavern-Limited License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map
2. Submitted at Meeting - Signed Review of Declaration of Emergency for COVID-19 from Randi Garrett Submitted by Staff



Cork and Thorn
70 West Imperial Avenue
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, March 4, 2020

ITEM #21

To City of Las Vegas Business Licensing:

I have reviewed the Declaration of Emergency for COVID-19 – Directive 003. I understand that under this declaration I would not be able to conduct business under this license until that emergency declaration is rescinded or lifted.

Randi Garrett, Shareholder, President

Naakiti Floral Design Inc dba Cork and Thorn

Submitted at City Council
Date 4/1/20 Item 21
By STAFF

SECRETARY OF STATE FILING DATA	For Filing Administrative Regulations	FOR EMERGENCY REGULATIONS ONLY
	Agency...**Department of Public Safety, Division of Emergency Management**	Effective date.....03/20/2020..... Expiration date.....04/16/202..... ..... Governor's Signature

Classification: [ ] PROPOSED [ ] ADOPTED BY AGENCY [X] EMERGENCY

Brief description of action..... Emergency amendment of NAC 414

The Department of Public Safety, Division of Emergency Management has adopted the emergency regulation as a result of the COVID-19 Pandemic. This addition to NAC 414 will define essential and non-essential businesses, as well as, parameters for essential businesses to conduct business in this State under the Governor's March 12, 2020, Declaration of Emergency and related directives. Through the enclosed emergency regulation, businesses, as well as, state and local governments, will have the guidance to determine which businesses are essential and which are non-essential during the COVID-19 Pandemic.

Authority citation other than 233B NRS 414.060; NRS 414.070; Declaration of Emergency, Directive 003, March 20, 2020

Notice date ,March 20, 2020 Date of Adoption by Agency March 20, 2020

Hearing date Not practicable

Steve Sisolak
Governor

Nevada Department of
Public Safety
DEDICATION PRIDE SERVICE

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Justin Luna
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 / Fax (775) 687-0322
DEM Website – http://dem.nv.gov

STATEMENT OF EMERGENCY

Pursuant to NRS 414.060(3)(a); NRS 414.070(7); Declaration of Emergency, Directive 003, March 20, 2020

March 20, 2020

The Honorable Steve Sisolak
Governor of the State of Nevada
Executive Chambers
101 N. Carson Street, Suite 1
Carson City, Nevada 89701

RE: Emergency Regulation Concerning COVID-19 Pandemic

Dear Governor Sisolak,

The continued operation of non-essential businesses is impairing the State's ability to prevent the further transmission of COVID-19 and lives are at stake. The Department of Public Safety, Division of Emergency Management has determined that an immediate need exists for an emergency regulation defining essential and non-essential businesses, as well as, parameters for essential businesses to conduct business in this State under your March 12, 2020, Declaration of Emergency and related directives.

Through the enclosed emergency regulation, businesses, as well as, state and local governments, will have the guidance to determine which businesses are essential and which are non-essential. Further, essential businesses will have clear direction on the expectations for their ability to continue providing goods and services to our communities during the existence of the COVID-19 pandemic.

This emergency regulation is necessary and your immediate endorsement is requested.

Respectfully,

Justin Luna, Chief

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY REGULATION
NAC 414

Informational Statement per NRS 233B.066(2)

1. A clear and concise explanation of the need for the adopted regulation as required by NRS 233B.066(1)(a):

   The continued operation of non-essential businesses is impairing the State's ability to prevent the further transmission of COVID-19 throughout the State. The Department of Public Safety, Division of Emergency Management has determined that an immediate need exists for an emergency regulation defining essential and non-essential businesses, as well as, parameters for essential businesses to conduct business in this State under the Governor's March 12, 2020, Declaration of Emergency and related directives. Through the enclosed emergency regulation, businesses, as well as, state and local governments, will have the guidance to determine which businesses are essential and which are non-essential. Further, essential businesses will have clear direction on the expectations for their ability to continue providing goods and services to our communities during the existence of the COVID-19 Pandemic.

2. The estimated economic effect of the regulation on the business which it is to regulate and on the public as required by NRS 233B.066(1)(g).

   Business:
   Immediate and long-term effects are to protect public health and safety. As a result of this regulation, businesses may be deemed non-essential businesses during the COVID-19 Pandemic. Depending on whether a business is deemed essential or non-essential, businesses may be required to cease operations or modify their operations to prevent the continued spread of COVID-19 throughout the State, if ordered to do so through the Governor's March 12, 2020, Declaration of Emergency and related directives.

   Public:
   Immediate and long-term effect is to protect public health and safety. This regulation is tailored to permit essential businesses to continue to safety provide essential goods and services to our communities during the COVID-19 Pandemic.

2. The estimated cost to the agency for enforcement of the proposed regulation as required by NRS 233B.066(1)(h).

   Not applicable.

4. A description of any regulations of other state or government agencies which the proposed regulation overlaps or duplicates and a statement explaining why the duplication or overlapping is necessary. If the regulation overlaps or duplicates a federal regulation, name the regulating federal agency as required by NRS 233B.066(1)(i).

Not applicable.

5. If the regulation includes provisions which are more stringent than a federal regulation which regulates the same activity, a summary of such provisions as required by NRS 233B.066(1)(j).

   Not applicable

6. If the regulation establishes a new fee or increases an existing fee, a statement indicating the total annual amount the agency expects to collect and the manner in which the money will be used as required by NRS 233B.066(1)(k).

   Not applicable

I hereby endorse this Statement prepared by the Chief of the Division of Emergency Management pursuant to NRS 233B.0613(1).

Dated this 20th day of March, 2020:

Justin Luna, Chief
Nevada Division of Emergency Management

Dated this 20th day of March, 2020:

Steve Sisolak, Governor
State of Nevada

EMERGENCY REGULATION OF THE

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

March 20, 2020

EXPLANATION – Matter in ***italics*** is new; matter in brackets
[~~omitted material~~] is material to be omitted.

Filing of an Emergency Administrative Regulation

AUTHORITY: NRS 414.060; NRS 414.070; Declaration of Emergency, Directive 003, March 20, 2020

A REGULATION relating to the Governor's March 12, 2020, Declaration of Emergency and related directives.

Explanation:

Due to the recent COVID-19 pandemic, the Governor, through the March 12, 2020 Declaration of Emergency and related directives, has ordered non-essential businesses to cease operations and has ordered essential businesses to follow additional guidelines to reduce the likelihood of transmitting COVID-19. This regulation will provide clarity as to which businesses are considered essential and which are considered non-essential during the existing COVID-19 pandemic. Further, essential businesses will have clear direction on operational expectations while continuing to provide goods and services to Nevada communities.

Section 1. **Chapter 414 of the NAC is hereby amended by adding thereto a new section to read as follows:**

NAC 414.XXX Businesses During Times of Declared Emergency (NRS 414.060, 414.070)

1. "Essential Licensed Business" means a business operating in the state of Nevada that provides:

(a) Essential healthcare operations, including, hospitals, medical offices, clinics, healthcare suppliers, home health care providers, mental health providers, dentists, orthodontists, oral surgeons, physical or occupational therapists, speech therapists and pathologists, chiropractors, licensed homeopathic medical providers, biomedical facilities, non-governmental

emergency service providers, optometrist and ophthalmologist offices, offices for certified nurse-midwives, veterinary services, and pharmaceuticals;

(b) Essential infrastructure operations, including construction, agriculture, farming, housing construction, airport operations, water, sewer, gas, electrical, mining, public transportation, solid waste collection and removal, recycling services, energy, including solar, internet, telecommunication services, manufacturing, and food processing;

(c) Grocery stores, including, supermarkets, food banks, food pantries, soup kitchens, convenience stores, farm and produce stands, and other retail sale of canned and dry goods, fresh produce, frozen foods, fresh meats, fish, and poultry;

(d) Retailers that sell food items and other household consumer products for cleaning and personal care to promote safety, sanitation, and essential operations of households;

(e) Businesses that ship or deliver goods directly to residences;

(g) Businesses that sell or rent medical supplies;

(h) Licensed Cannabis entities, including dispensaries, producers, and cultivators;

(i) Pet supply stores;

(j) Animal shelters;

(k) Banks and Financial Institutions;

(l) Pawnbrokers as defined in NRS 646.010;

(m) Restaurants and food establishments that offer meals on a take-out, curbside pickup, delivery, or drive-through basis only and food distribution pods to provide meals to students;

(n) Businesses and other entities that provide food, shelter, or social services for economically disadvantaged individuals, vulnerable populations, or victims of crime;

(o) Hardware Stores, including home improvement centers;

(p) Auto-supply, automobile repair facilities, and tire shops;

(q) Laundromats and Dry Cleaners;

(r) Warehouse and Storage facilities;

(s) Transportation services, including taxicabs and rideshare services;

(t) Mail and shipping services, including PO Boxes;

(u) Businesses that supply products necessary for people to work from home on a curbside pickup or delivery to consumer basis only;

(v) Plumbers, electricians, exterminators, home security, and other service providers who provide services necessary to maintain the safety, sanitation, and essential operations of residences or businesses;

(w) Professional or technical services including legal, accounting, tax, payroll, real estate, and property management services;

(x) Child care facilities;

(y) Residential facilities and shelters for seniors, adults, and children, including retirement homes and assisted living facilities;

(z) Newspapers, television, radio, and other media services;

(aa) Hotels, motels, or short-term rentals, RV Parks, campgrounds, dormitories, and commercial lodging; and

(bb) Gas Stations, with or without attached convenience store.

2. *"Non-Essential Business" means a business operating in Nevada that provides:*

(a) Recreational activities, including, but not limited to, recreation and community centers, sporting event venues, fitness facilities, gyms, clubhouses, racetracks, zoos, aquariums, golf and country clubhouses not to include golf activities outside clubhouse settings, bowling centers, cinemas and movie theaters, skiing facilities, theme parks, and amusement parks;

(b) Brothels and houses of prostitution;

(c) Live entertainment venues, including theaters and adult entertainment establishments;

(d) Retail facilities that are not specified in Section 1 as essential businesses and are unable to sell goods through shipping or direct delivery to consumers;

(e) Restaurant services providing in-house dining only;

(f) Nightclubs;

(g) Pubs, wineries, bars, and breweries;

(h) Gaming machines and gaming operations;

(i) Aesthetic services and schools of aesthetics services, including, hair dressing, barbering, cosmetology services, nail salons, tanning and air brush salons, massage (not provided by a physical therapist), waxing, diet and weight loss centers, and other cosmetic services;

(j) Spas;

(k) Sporting good and hobby shops; and

(l) Museums and art galleries.

3. All Essential Licensed businesses must:

(a) Comply with social distancing guidance issued by the Centers for Disease Control and Prevention document entitled "Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission," the Governor's Medical Advisory Team, a Governor's Directive, any other Nevada state regulatory agency or board; and

(b) Cease operating and shut down all gaming machines, devices, tables, games, and any equipment related to gaming activity, excluding licensed online gaming or mobile wagering operations; and

(c) Cease all door-to-door solicitation, even if the good or service offered for sale is

considered essential, excluding the delivery of a good or service that has been ordered by a resident or business; and

(d) In addition to the general requirement described in 3(a), (b), & (c), specific Essential Businesses described in NAC 414.XXX(1) must comply with the following additional requirements:

(1) Essential Businesses described in NAC 414.XXX(1)(b) must:

(I) Maintain strict social distancing practices to facilitate a minimum of six feet of separation between workers and adopt policies and practices that ensure minimum contact between the workforce and the general public. Social distancing restrictions shall not be construed to supersede any safety practices imposed on the industry by state or federal law.

(II) All applicable COVID-19 risk mitigation policies and any precautionary measures and guidance that shall be promulgated by Nevada Department of Business and Industry and any other state regulatory body.

(2) Essential businesses described in NAC 414.XXX(1)(c) must adopt COVID-19 risk mitigation policies, including whenever possible adopting contactless payment systems; requiring food workers to strictly abide by all applicable hygiene guidelines including handwashing and glove requirements; following United States Centers for Disease Control and Prevention sanitization recommendations, including disinfecting surfaces routinely and at frequent intervals; and prohibiting self-serve food and beverage, such as condiments and samples. Contactless payment systems are credit cards and debit cards, key fobs, smart cards, or other devices, including smartphones and other mobile devices, that use radio-frequency identification (RFID) or near field communication (NFC, e.g. Samsung Pay, Apple Pay, Google Pay, Fitbit Pay, or any bank mobile application that supports contactless) for making secure payments, as opposed to the direct transfer of cash between buyer and seller.

(3) Essential businesses described in NAC 414.XXX(1)(g) must ensure that rental medical equipment and supplies are cleaned and sanitized in accordance with the United States Centers for Disease Control and Prevention sanitization recommendations.

(4) Essential businesses described in NAC 414.XXX(1)(h) must:

(I) Ensure sales to consumers are by direct delivery under guidance that shall be issued by the Department of Taxation in conjunction with the Cannabis Compliance Board.

(II) Ensure that producers and cultivators strictly adhere to the social distancing protocol.

(5) Essential businesses described in NAC 414.XXX(1)(m) must adopt COVID-19 risk mitigation policies, including whenever possible adopting contactless payment systems; requiring food workers to strictly abide by all applicable hygiene guidelines including handwashing and glove requirements; following United States Centers for Disease Control and Prevention sanitization recommendations, including disinfecting surfaces routinely and at frequent intervals; and prohibiting self-serve food and beverage, including as condiments shared between unrelated customers and samples not distributed by a food worker. Contactless payment systems are credit cards and debit cards, key fobs, smart cards, or other devices, including smartphones and other mobile devices, that use radio-frequency identification (RFID) or near field communication (NFC, e.g. Samsung Pay, Apple Pay, Google Pay, Fitbit Pay, or any bank mobile application that supports contactless) for making secure payments, as opposed to the direct transfer of cash between buyer and seller.

(6) Essential businesses described in NAC 414.XXX(1)(s) may only serve one customer or group of customers that originate at the same address at the same time or are members of the same household. "Pooling" customers is prohibited.

(7) Essential businesses described in NAC 414.XXX(1)(x) must conform to any further regulation and guidelines promulgated by the Nevada Department of Health and Human services.

(e) In addition to the general requirement described in 3(a), (b), & (c), the following Non-Essential Businesses described in Section 2 are subject to the following restrictions:

(1) Zoos and aquariums, referenced in 2(a), must close to the public but may maintain essential operations by staff members for the health and safety of animals.

(2) Pubs, wineries, bars, and breweries, as referenced in 2(g), may provide meals on a take-out, curbside pickup, delivery, or drive-through basis.

(3) Gaming machines and gaming operations, as referenced in 2(h), do not include online gaming or mobile wagering operations.

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
22

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

SUBJECT:
For possible action to approve a Banquet or Event Establishment Liquor License for ZAPPOS.COM, LLC dba ZAPPOS at 400 Stewart Avenue - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Banquet or Event Establishment Liquor License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map
3. Submitted at Meeting - Signed Review of Declaration of Emergency for COVID-19 from Scott Schaeter Submitted by Staff

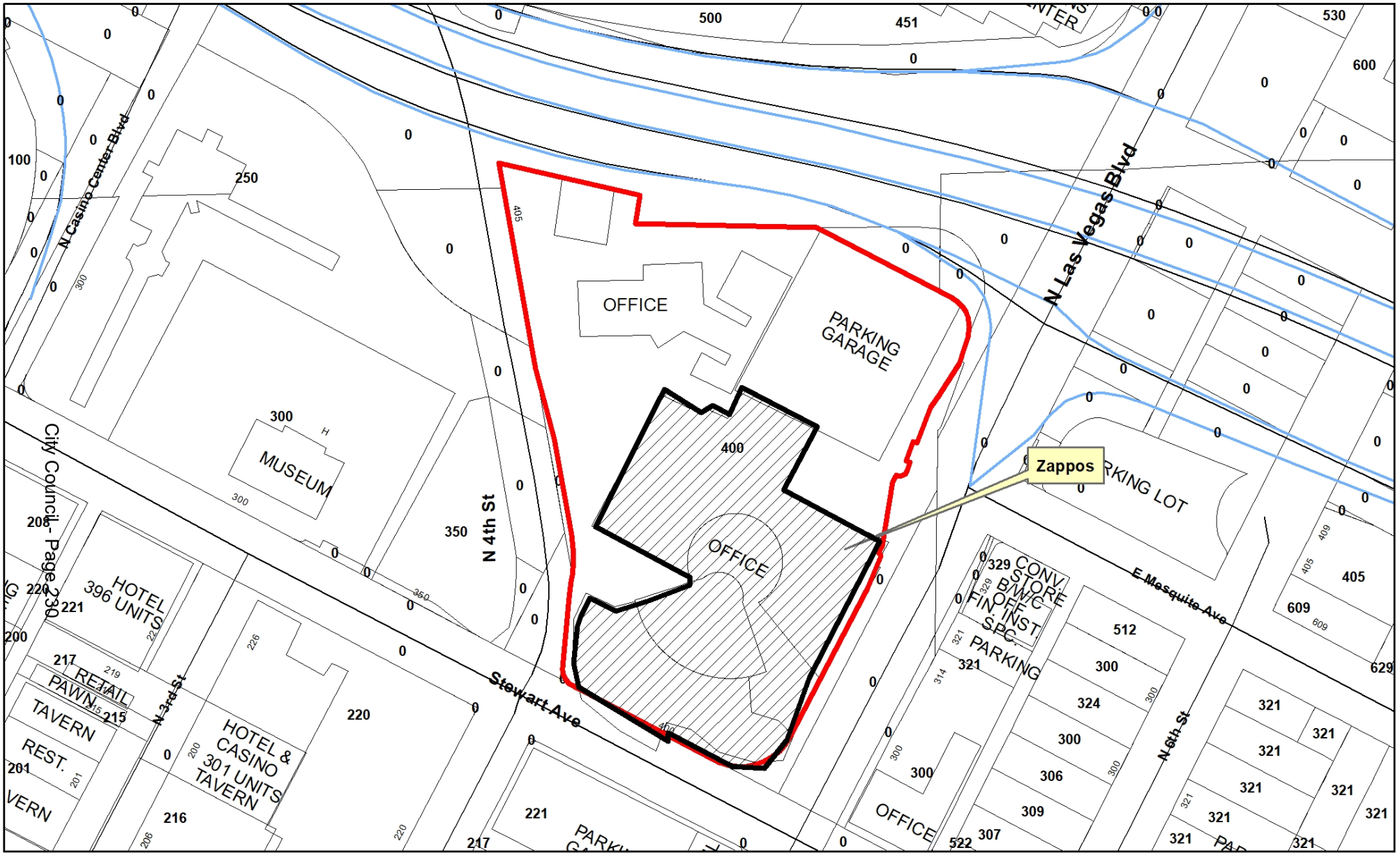
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 1, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Banquet or Event Establishment Liquor License for ZAPPOS.COM, LLC dba ZAPPOS at 400 Stewart Avenue - Ward 5 (Crear)

OWNERSHIP:

ZAPPOS.COM, LLC
Anthony Hsieh, President
Mark F. Hoffman, Manager
Kedar Deshpande, Manager
Gayle Tagawa, Manager
Amazon.com Services, Inc., Member
Michael D. Deal, President, Secretary, Treasurer, Director
Amazon.com, Inc., Shareholder
Jeffrey Bezos, President, Chief Executive Officer, Director, Shareholder
Daniel Huttenlocher, Director
Jamie S. Gorelick, Director
Jonathan Rubenstein, Director
Judy McGrath, Director
Patricia Stonesifer, Director
Thomas Ryder, Director
Tom Alberg, Director
Wendell P. Weeks, Director
David Zapolsky, Secretary
Brian T. Olsavsky, Chief Financial Officer



Zappos

400 Stewart Avenue

Ward 5

ITEM # 22

To City of Las Vegas Business Licensing:

I have reviewed the Declaration of Emergency for COVID-19 – Directive 003. I understand that under this declaration I would not be able to conduct business under this license until that emergency declaration is rescinded or lifted.

Signature

Scott Schaefer, Vice President

Print Name, Relationship to business

Zappos.com LLC dba Zappos

Submitted at City Council
Date 4/1/20 Item 22
By STAFF

SECRETARY OF STATE FILING DATA	For Filing Administrative Regulations	FOR EMERGENCY REGULATIONS ONLY
	Agency...**Department of Public Safety, Division of Emergency Management**	Effective date.....03/20/2020..... Expiration date.....04/16/202..... ..... Governor's Signature

Classification: [ ] PROPOSED [ ] ADOPTED BY AGENCY [X] EMERGENCY

Brief description of action..... Emergency amendment of NAC 414

The Department of Public Safety, Division of Emergency Management has adopted the emergency regulation as a result of the COVID-19 Pandemic. This addition to NAC 414 will define essential and non-essential businesses, as well as, parameters for essential businesses to conduct business in this State under the Governor's March 12, 2020, Declaration of Emergency and related directives. Through the enclosed emergency regulation, businesses, as well as, state and local governments, will have the guidance to determine which businesses are essential and which are non-essential during the COVID-19 Pandemic.

Authority citation other than 233B NRS 414.060; NRS 414.070; Declaration of Emergency, Directive 003, March 20, 2020

Notice date ,March 20, 2020 Date of Adoption by Agency March 20, 2020

Hearing date Not practicable

Steve Sisolak
Governor

Nevada Department of
Public Safety
DEDICATION PRIDE SERVICE

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Justin Luna
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 / Fax (775) 687-0322
DEM Website – http://dem.nv.gov

STATEMENT OF EMERGENCY

Pursuant to NRS 414.060(3)(a); NRS 414.070(7); Declaration of Emergency, Directive 003, March 20, 2020

March 20, 2020

The Honorable Steve Sisolak
Governor of the State of Nevada
Executive Chambers
101 N. Carson Street, Suite 1
Carson City, Nevada 89701

RE: Emergency Regulation Concerning COVID-19 Pandemic

Dear Governor Sisolak,

The continued operation of non-essential businesses is impairing the State's ability to prevent the further transmission of COVID-19 and lives are at stake. The Department of Public Safety, Division of Emergency Management has determined that an immediate need exists for an emergency regulation defining essential and non-essential businesses, as well as, parameters for essential businesses to conduct business in this State under your March 12, 2020, Declaration of Emergency and related directives.

Through the enclosed emergency regulation, businesses, as well as, state and local governments, will have the guidance to determine which businesses are essential and which are non-essential. Further, essential businesses will have clear direction on the expectations for their ability to continue providing goods and services to our communities during the existence of the COVID-19 pandemic.

This emergency regulation is necessary and your immediate endorsement is requested.

Respectfully,

Justin Luna, Chief

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY REGULATION
NAC 414

Informational Statement per NRS 233B.066(2)

1. A clear and concise explanation of the need for the adopted regulation as required by NRS 233B.066(1)(a):

   The continued operation of non-essential businesses is impairing the State's ability to prevent the further transmission of COVID-19 throughout the State. The Department of Public Safety, Division of Emergency Management has determined that an immediate need exists for an emergency regulation defining essential and non-essential businesses, as well as, parameters for essential businesses to conduct business in this State under the Governor's March 12, 2020, Declaration of Emergency and related directives. Through the enclosed emergency regulation, businesses, as well as, state and local governments, will have the guidance to determine which businesses are essential and which are non-essential. Further, essential businesses will have clear direction on the expectations for their ability to continue providing goods and services to our communities during the existence of the COVID-19 Pandemic.

2. The estimated economic effect of the regulation on the business which it is to regulate and on the public as required by NRS 233B.066(1)(g).

   Business:
   Immediate and long-term effects are to protect public health and safety. As a result of this regulation, businesses may be deemed non-essential businesses during the COVID-19 Pandemic. Depending on whether a business is deemed essential or non-essential, businesses may be required to cease operations or modify their operations to prevent the continued spread of COVID-19 throughout the State, if ordered to do so through the Governor's March 12, 2020, Declaration of Emergency and related directives.

   Public:
   Immediate and long-term effect is to protect public health and safety. This regulation is tailored to permit essential businesses to continue to safety provide essential goods and services to our communities during the COVID-19 Pandemic.

2. The estimated cost to the agency for enforcement of the proposed regulation as required by NRS 233B.066(1)(h).

   Not applicable.

4. A description of any regulations of other state or government agencies which the proposed regulation overlaps or duplicates and a statement explaining why the duplication or overlapping is necessary. If the regulation overlaps or duplicates a federal regulation, name the regulating federal agency as required by NRS 233B.066(1)(i).

Not applicable.

5. If the regulation includes provisions which are more stringent than a federal regulation which regulates the same activity, a summary of such provisions as required by NRS 233B.066(1)(j).

   Not applicable

6. If the regulation establishes a new fee or increases an existing fee, a statement indicating the total annual amount the agency expects to collect and the manner in which the money will be used as required by NRS 233B.066(1)(k).

   Not applicable

Dated this 20th day of March, 2020:

Justin Luna, Chief
Nevada Division of Emergency Management

I hereby endorse this Statement prepared by the Chief of the Division of Emergency Management pursuant to NRS 233B.0613(1).

Dated this 20th day of March, 2020:

Steve Sisolak, Governor
State of Nevada

EMERGENCY REGULATION OF THE

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

March 20, 2020

EXPLANATION – Matter in ***italics*** is new; matter in brackets
[~~omitted material~~] is material to be omitted.

Filing of an Emergency Administrative Regulation

AUTHORITY: NRS 414.060; NRS 414.070; Declaration of Emergency, Directive 003, March 20, 2020

A REGULATION relating to the Governor's March 12, 2020, Declaration of Emergency and related directives.

Explanation:

Due to the recent COVID-19 pandemic, the Governor, through the March 12, 2020 Declaration of Emergency and related directives, has ordered non-essential businesses to cease operations and has ordered essential businesses to follow additional guidelines to reduce the likelihood of transmitting COVID-19. This regulation will provide clarity as to which businesses are considered essential and which are considered non-essential during the existing COVID-19 pandemic. Further, essential businesses will have clear direction on operational expectations while continuing to provide goods and services to Nevada communities.

Section 1. **Chapter 414 of the NAC is hereby amended by adding thereto a new section to read as follows:**

NAC 414.XXX Businesses During Times of Declared Emergency (NRS 414.060, 414.070)

1. "Essential Licensed Business" means a business operating in the state of Nevada that provides:

(a) Essential healthcare operations, including, hospitals, medical offices, clinics, healthcare suppliers, home health care providers, mental health providers, dentists, orthodontists, oral surgeons, physical or occupational therapists, speech therapists and pathologists, chiropractors, licensed homeopathic medical providers, biomedical facilities, non-governmental

emergency service providers, optometrist and ophthalmologist offices, offices for certified nurse-midwives, veterinary services, and pharmaceuticals;

(b) Essential infrastructure operations, including construction, agriculture, farming, housing construction, airport operations, water, sewer, gas, electrical, mining, public transportation, solid waste collection and removal, recycling services, energy, including solar, internet, telecommunication services, manufacturing, and food processing;

(c) Grocery stores, including, supermarkets, food banks, food pantries, soup kitchens, convenience stores, farm and produce stands, and other retail sale of canned and dry goods, fresh produce, frozen foods, fresh meats, fish, and poultry;

(d) Retailers that sell food items and other household consumer products for cleaning and personal care to promote safety, sanitation, and essential operations of households;

(e) Businesses that ship or deliver goods directly to residences;

(g) Businesses that sell or rent medical supplies;

(h) Licensed Cannabis entities, including dispensaries, producers, and cultivators;

(i) Pet supply stores;

(j) Animal shelters;

(k) Banks and Financial Institutions;

(l) Pawnbrokers as defined in NRS 646.010;

(m) Restaurants and food establishments that offer meals on a take-out, curbside pickup, delivery, or drive-through basis only and food distribution pods to provide meals to students;

(n) Businesses and other entities that provide food, shelter, or social services for economically disadvantaged individuals, vulnerable populations, or victims of crime;

(o) Hardware Stores, including home improvement centers;

(p) Auto-supply, automobile repair facilities, and tire shops;

(q) Laundromats and Dry Cleaners;

(r) Warehouse and Storage facilities;

(s) Transportation services, including taxicabs and rideshare services;

(t) Mail and shipping services, including PO Boxes;

(u) Businesses that supply products necessary for people to work from home on a curbside pickup or delivery to consumer basis only;

(v) Plumbers, electricians, exterminators, home security, and other service providers who provide services necessary to maintain the safety, sanitation, and essential operations of residences or businesses;

(w) Professional or technical services including legal, accounting, tax, payroll, real estate, and property management services;

(x) Child care facilities;

(y) Residential facilities and shelters for seniors, adults, and children, including retirement homes and assisted living facilities;

(z) Newspapers, television, radio, and other media services;

(aa) Hotels, motels, or short-term rentals, RV Parks, campgrounds, dormitories, and commercial lodging; and

(bb) Gas Stations, with or without attached convenience store.

2. "Non-Essential Business" means a business operating in Nevada that provides:

(a) Recreational activities, including, but not limited to, recreation and community centers, sporting event venues, fitness facilities, gyms, clubhouses, racetracks, zoos, aquariums, golf and country clubhouses not to include golf activities outside clubhouse settings, bowling centers, cinemas and movie theaters, skiing facilities, theme parks, and amusement parks;

(b) Brothels and houses of prostitution;

(c) Live entertainment venues, including theaters and adult entertainment establishments;

(d) Retail facilities that are not specified in Section 1 as essential businesses and are unable to sell goods through shipping or direct delivery to consumers;

(e) Restaurant services providing in-house dining only;

(f) Nightclubs;

(g) Pubs, wineries, bars, and breweries;

(h) Gaming machines and gaming operations;

(i) Aesthetic services and schools of aesthetics services, including, hair dressing, barbering, cosmetology services, nail salons, tanning and air brush salons, massage (not provided by a physical therapist), waxing, diet and weight loss centers, and other cosmetic services;

(j) Spas;

(k) Sporting good and hobby shops; and

(l) Museums and art galleries.

3. All Essential Licensed businesses must:

(a) Comply with social distancing guidance issued by the Centers for Disease Control and Prevention document entitled "Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission," the Governor's Medical Advisory Team, a Governor's Directive, any other Nevada state regulatory agency or board; and

(b) Cease operating and shut down all gaming machines, devices, tables, games, and any equipment related to gaming activity, excluding licensed online gaming or mobile wagering operations; and

(c) Cease all door-to-door solicitation, even if the good or service offered for sale is

considered essential, excluding the delivery of a good or service that has been ordered by a resident or business; and

(d) In addition to the general requirement described in 3(a), (b), & (c), specific Essential Businesses described in NAC 414.XXX(1) must comply with the following additional requirements:

(1) Essential Businesses described in NAC 414.XXX(1)(b) must:

(I) Maintain strict social distancing practices to facilitate a minimum of six feet of separation between workers and adopt policies and practices that ensure minimum contact between the workforce and the general public. Social distancing restrictions shall not be construed to supersede any safety practices imposed on the industry by state or federal law.

(II) All applicable COVID-19 risk mitigation policies and any precautionary measures and guidance that shall be promulgated by Nevada Department of Business and Industry and any other state regulatory body.

(2) Essential businesses described in NAC 414.XXX(1)(c) must adopt COVID-19 risk mitigation policies, including whenever possible adopting contactless payment systems; requiring food workers to strictly abide by all applicable hygiene guidelines including handwashing and glove requirements; following United States Centers for Disease Control and Prevention sanitization recommendations, including disinfecting surfaces routinely and at frequent intervals; and prohibiting self-serve food and beverage, such as condiments and samples. Contactless payment systems are credit cards and debit cards, key fobs, smart cards, or other devices, including smartphones and other mobile devices, that use radio-frequency identification (RFID) or near field communication (NFC, e.g. Samsung Pay, Apple Pay, Google Pay, Fitbit Pay, or any bank mobile application that supports contactless) for making secure payments, as opposed to the direct transfer of cash between buyer and seller.

(3) Essential businesses described in NAC 414.XXX(1)(g) must ensure that rental medical equipment and supplies are cleaned and sanitized in accordance with the United States Centers for Disease Control and Prevention sanitization recommendations.

(4) Essential businesses described in NAC 414.XXX(1)(h) must:

(I) Ensure sales to consumers are by direct delivery under guidance that shall be issued by the Department of Taxation in conjunction with the Cannabis Compliance Board.

(II) Ensure that producers and cultivators strictly adhere to the social distancing protocol.

(5) Essential businesses described in NAC 414.XXX(1)(m) must adopt COVID-19 risk mitigation policies, including whenever possible adopting contactless payment systems; requiring food workers to strictly abide by all applicable hygiene guidelines including handwashing and glove requirements; following United States Centers for Disease Control and Prevention sanitization recommendations, including disinfecting surfaces routinely and at frequent intervals; and prohibiting self-serve food and beverage, including as condiments shared between unrelated customers and samples not distributed by a food worker. Contactless payment systems are credit cards and debit cards, key fobs, smart cards, or other devices, including smartphones and other mobile devices, that use radio-frequency identification (RFID) or near field communication (NFC, e.g. Samsung Pay, Apple Pay, Google Pay, Fitbit Pay, or any bank mobile application that supports contactless) for making secure payments, as opposed to the direct transfer of cash between buyer and seller.

(6) Essential businesses described in NAC 414.XXX(1)(s) may only serve one customer or group of customers that originate at the same address at the same time or are members of the same household. "Pooling" customers is prohibited.

(7) Essential businesses described in NAC 414.XXX(1)(x) must conform to any further regulation and guidelines promulgated by the Nevada Department of Health and Human services.

(e) In addition to the general requirement described in 3(a), (b), & (c), the following Non-Essential Businesses described in Section 2 are subject to the following restrictions:

(1) Zoos and aquariums, referenced in 2(a), must close to the public but may maintain essential operations by staff members for the health and safety of animals.

(2) Pubs, wineries, bars, and breweries, as referenced in 2(g), may provide meals on a take-out, curbside pickup, delivery, or drive-through basis.

(3) Gaming machines and gaming operations, as referenced in 2(h), do not include online gaming or mobile wagering operations.

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
23

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

SUBJECT:
For possible action to approve a Package License for WINCO FOODS, LLC dba WINCO FOODS at 7501 West Washington Avenue - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

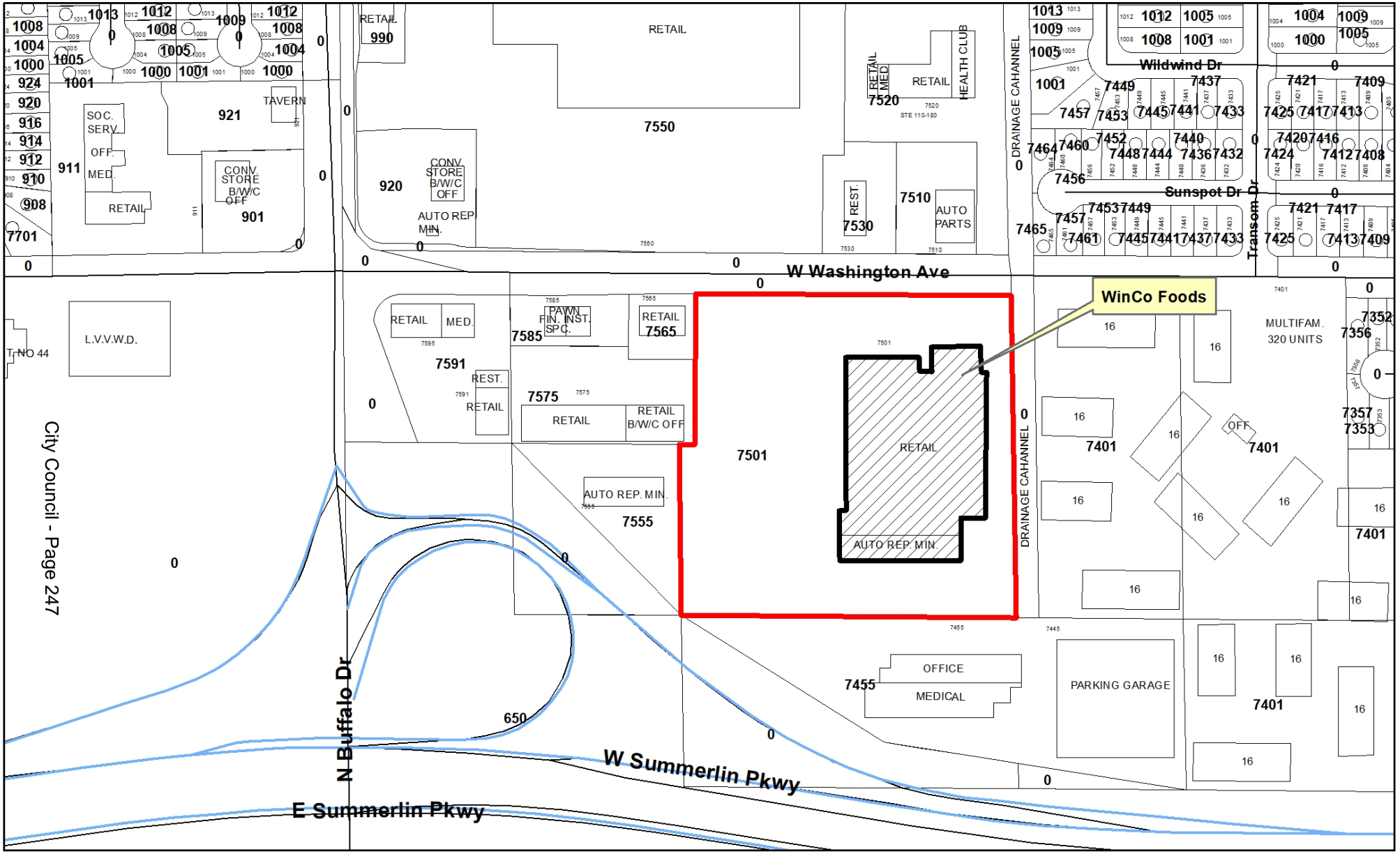
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 1, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for WINCO FOODS, LLC dba WINCO FOODS at 7501 West Washington Avenue - Ward 1 (Knudsen)

OWNERSHIP:

WINCO FOODS, LLC
Richard L. Charrier, Manager
John G. Duken, Manager
Robert J. Keller, Manager
Carol B. Moerdyk, Manager
Gary R. Piva, Manager
Larry E. Prince, Manager
Glen D. Reynolds, Manager
WinCo Holdings, Inc., Member
Grant M. Haag, President, Chief Executive Officer, Director
Richard L. Charrier, Executive Vice President, Chief Operating Officer, Director
David M. Butler, Secretary, Treasurer
John G. Duken, Director
Robert J. Keller, Director
Carol B. Moerdyk, Director
Gary R. Piva, Director
Larry E. Prince, Director
Glen D. Reynolds, Director
WinCo ESOP Trust, Shareholder
Colin M. Henderson, Trustee



WinCo Foods
7501 West Washington Avenue
Ward 1

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: Tuesday, March 10, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
24

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

SUBJECT:
For possible action to approve staff to negotiate and purchase property rights at the northwest corner of Rancho Lane and Tonopah Drive as part of the Rancho Drive Complete Street Improvements - Mesquite Avenue to Sahara Avenue Project, APN 139-32-803-009 ($500,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

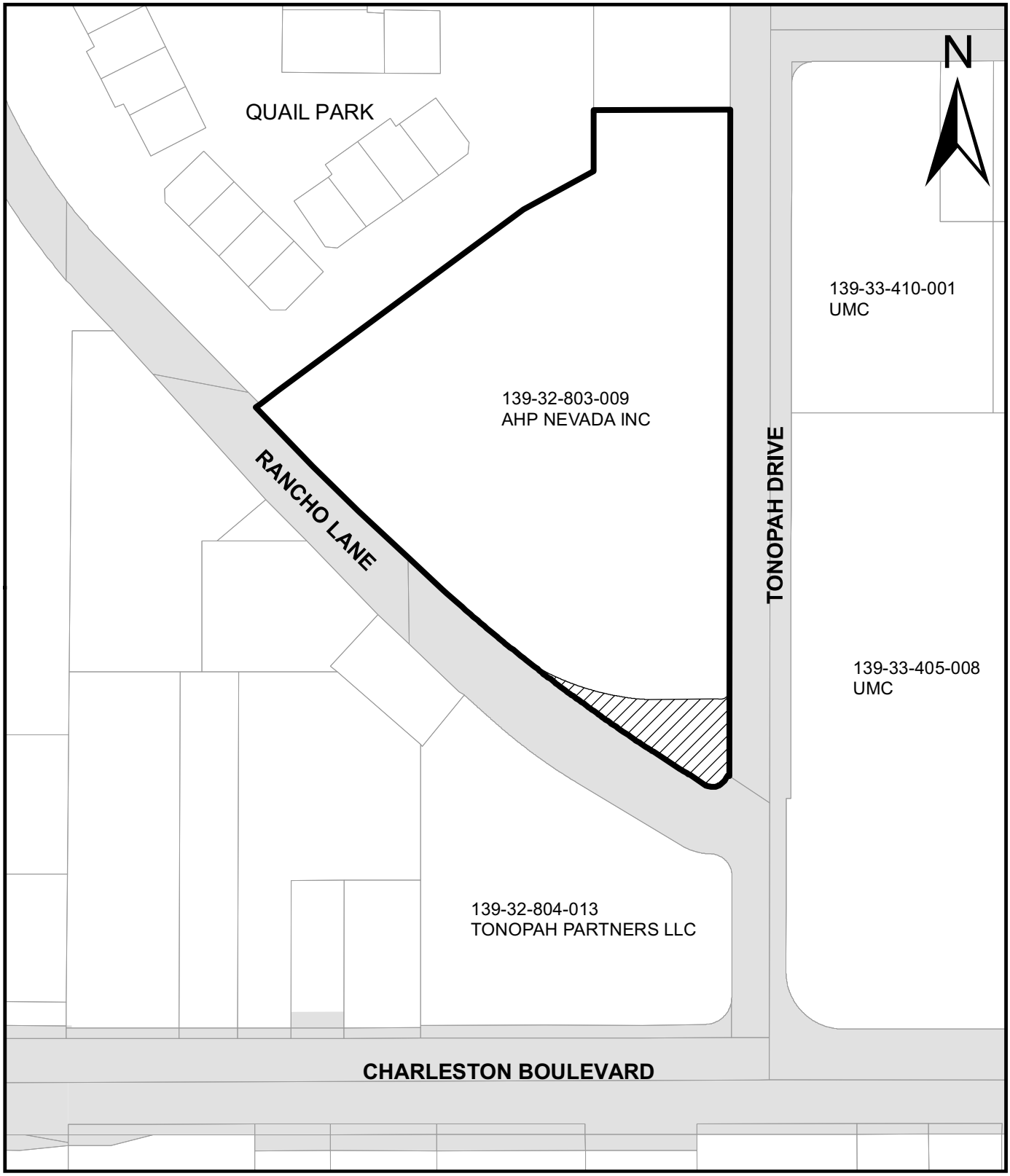
FISCAL IMPACT:
Budget Funds Available
Amount: $500,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Right-of-Way

PURPOSE/BACKGROUND:
This project will include design and construction of complete street improvements including paving, widened sidewalks, streetscape trees, streetlights and bike lanes. This project also includes the partial realignment of Rancho Lane at Tonopah Drive. This additional right-of-way is needed to facilitate this realignment. The funding for this project will utilize Fuel Revenue Indexing Extension Funds from the Regional Transportation Commission.

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 property rights.

BACKUP DOCUMENTATION:
1. Exhibit Map

EXHIBIT MAP



LEGEND

- Right-of-Way
- Subject Parcel
- Acquisition Area

OWNER: AHP NEVADA INC
PARCEL NO: 139-32-803-009
SECTION, TOWNSHIP, RANGE: SECTION 32, T. 20 S., R 61 E.
AREA OF SUBJECT PARCEL(S): 3.70 +- ac
REQUESTED GRANT AREA: 8557 sf

CITY OF LAS VEGAS NEVADA

Date: 2/25/2020

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
25

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

SUBJECT:
For possible action to approve Interlocal Contract 1166 (construction) and Supplemental Interlocal Contract No. 1-989a (engineering) between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for construction and increase funding for engineering for the Downtown Pedestrian Safety Program - Phase 1 improvements, located in a quarter-mile radius around the Fremont Street Experience ($7,270,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: 7,270,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding in the amount of $7,200,000 to commence construction of the project as outlined in Interlocal Contract 1166, and an additional $70,000 for engineering as outlined by Supplemental Interlocal Contract No. 1-989a for the Downtown Pedestrian Safety Program - Phase 1 improvements, located in a quarter-mile radius around the Fremont Street Experience. Total funding for the project from Motor Vehicle Fuel Tax funds shall not exceed $7,200,000 for construction and $620,000 for engineering. The RTC approved these contracts at their February 13, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1166
2. Supplemental Interlocal Contract No. 1-989a

DocuSign Envelope ID: 630551A9-35B7-478C-B4A3-BE56196217A9

Contract #1166

INTERLOCAL CONTRACT
DOWNTOWN PEDESTRIAN SAFETY PROGRAM – PHASE 1

THIS INTERLOCAL CONTRACT is made and entered into this 13^{tTH} day of February, 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the CITY intends to construct improvements for Downtown Pedestrian Safety Program – Phase 1 project within one-quarter-mile radius of the Fremont Street, which is included on the adopted RTC Capital Improvements Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to 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 agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence construction of the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to design and construction of missing or improved concrete sidewalks, Americans with Disability Act (ADA) path upgrades, new sidewalk ramps, streetlight improvements, pedestrian flashers, traffic signal improvements, safety bollards, curb extensions, pedestrian fencing, and any other appurtenances necessary to complete the PROJECT. The project is more specifically described in Exhibit "A" which is hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS:

The RTC agrees to provide Motor Vehicle Fuel Tax funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $7,200,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $0.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $7,200,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2023. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract # 1166 is effective as of the date first set forth above.

Date of Commission Action:

February 13, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

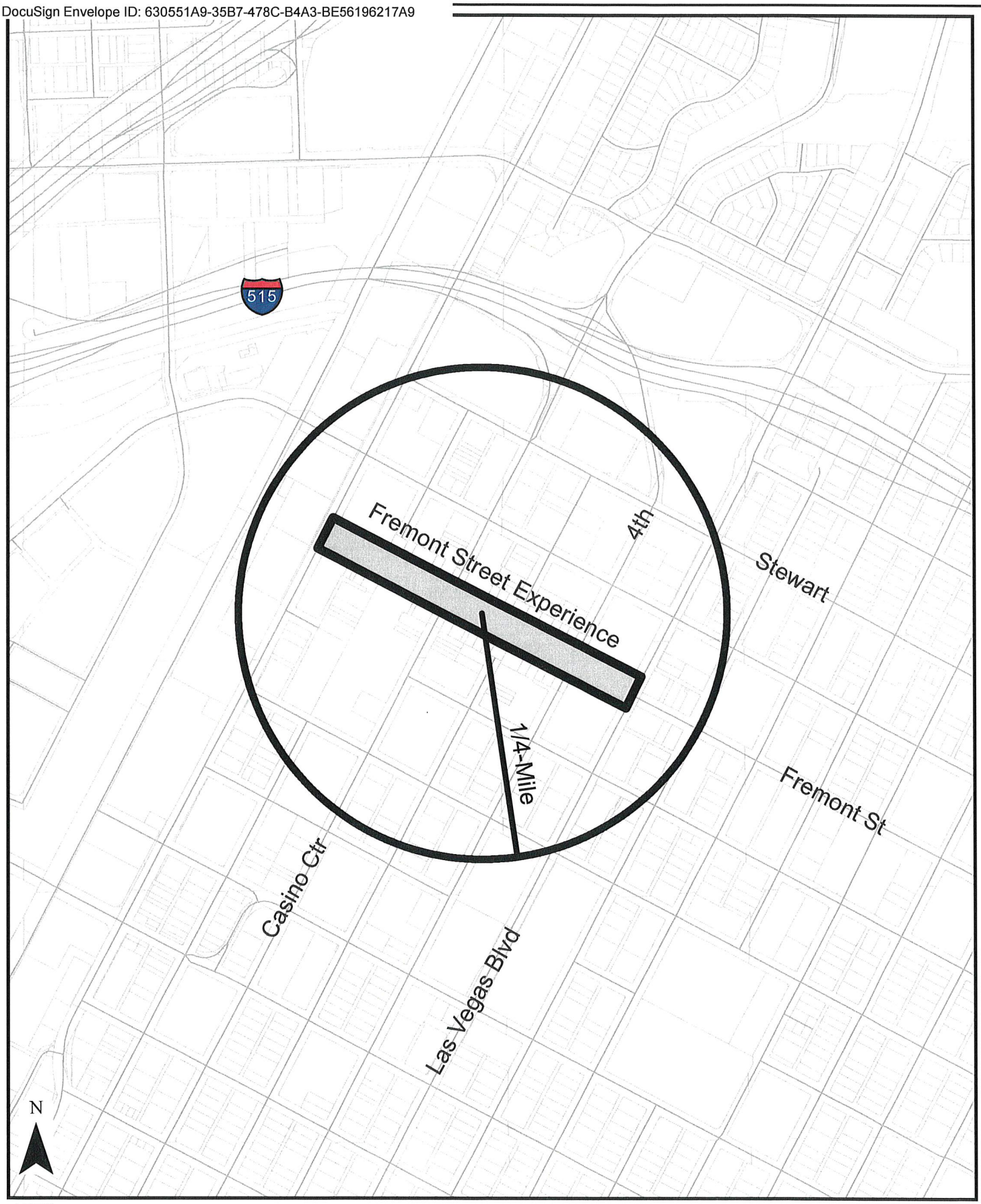
Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 2/25/2020

Deputy City Attorney Date

DocuSign Envelope ID: 630551A9-35B7-478C-B4A3-BE56196217A9



1/2/2018

Exhibit A

Downtown Pedestrian Safety Program - Phase I
(1/4-Mile Radius around the Fremont Street Experience)

N:\pavement\RWPGIS\Greg\Exhibit As\DT Ped Safety Imp Exhibit A.mxd

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SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
DOWNTOWN PEDESTRIAN SAFETY PROGRAM – PHASE 1

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 13^{tTH} day of February, 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved an Interlocal Contract #989 dated February 8, 2018 for improvements for Downtown Pedestrian Safety Program – Phase 1 project within one-quarter-mile radius of the Fremont Street, which is included on the adopted RTC Capital Improvements Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to 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 agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering and right-of-way for the PROJECT; and

WHEREAS, the CITY wishes to increase total PROJECT funding and to commence construction of the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide Motor Vehicle Fuel Tax funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $620,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $570,000.00
    b. RIGHT-OF-WAY not to exceed $50,000.00
    c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

The remainder of the Interlocal Contract #989 dated February 8, 2018 shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

February 13, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 3/12/2020

Deputy City Attorney Date

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
26

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

SUBJECT:
For possible action to approve Interlocal Contract 1170 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for construction for the Las Vegas Boulevard, Stewart Avenue to Sahara Avenue Project ($109,000,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $109,000,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
This Interlocal Contract applies to construction of improvements for Las Vegas Boulevard, Stewart Avenue to Sahara Avenue. The basic improvements include: replacement of pavement, curb, gutter and sidewalks, traffic signal upgrades, utility relocation, streetlighting, Intelligent Transportation System (ITS) improvements, storm drain, Americans with Disabilities Act (ADA) improvements, complete street elements as feasible, including street trees and landscaping. The total funding for the project from Fuel Revenue Indexing funds shall not exceed $109,000,000. The RTC approved this contract at their March 12, 2020 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1170

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Contract #1170

INTERLOCAL CONTRACT
LAS VEGAS BOULEVARD, STEWART AVENUE TO SAHARA AVENUE

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of March, 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the CITY intends to construct improvements to Las Vegas Boulevard, Stewart Avenue to Sahara Avenue, which is included on the adopted RTC Capital Improvements Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to 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 agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence construction of the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1170 applies to roadway improvements associated with Las Vegas Boulevard, Stewart Avenue to Sahara Avenue. The basic improvements include replacing pavement, curb, gutter, sidewalks, traffic signal upgrades, utility relocation, street lighting, Intelligent Systems of Transportation improvements, new storm drain, Americans with Disabilities Act (ADA) improvements, complete street elements as feasible, street trees and landscaping and any other appurtenances necessary to construct a complete and functional project. The project limits are more specifically defined in Exhibit "A" which is hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $109,000,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $0.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $109,000,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to finalize the Guaranteed Maximum Price (GMP) for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

IN WITNESS WHEREOF, this Interlocal Contract #1170 is effective as of the date first set forth above.

Date of Commission Action:

March 12, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Marin DuBois 67F25985C7E8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 3/16/2020

Deputy City Attorney Date

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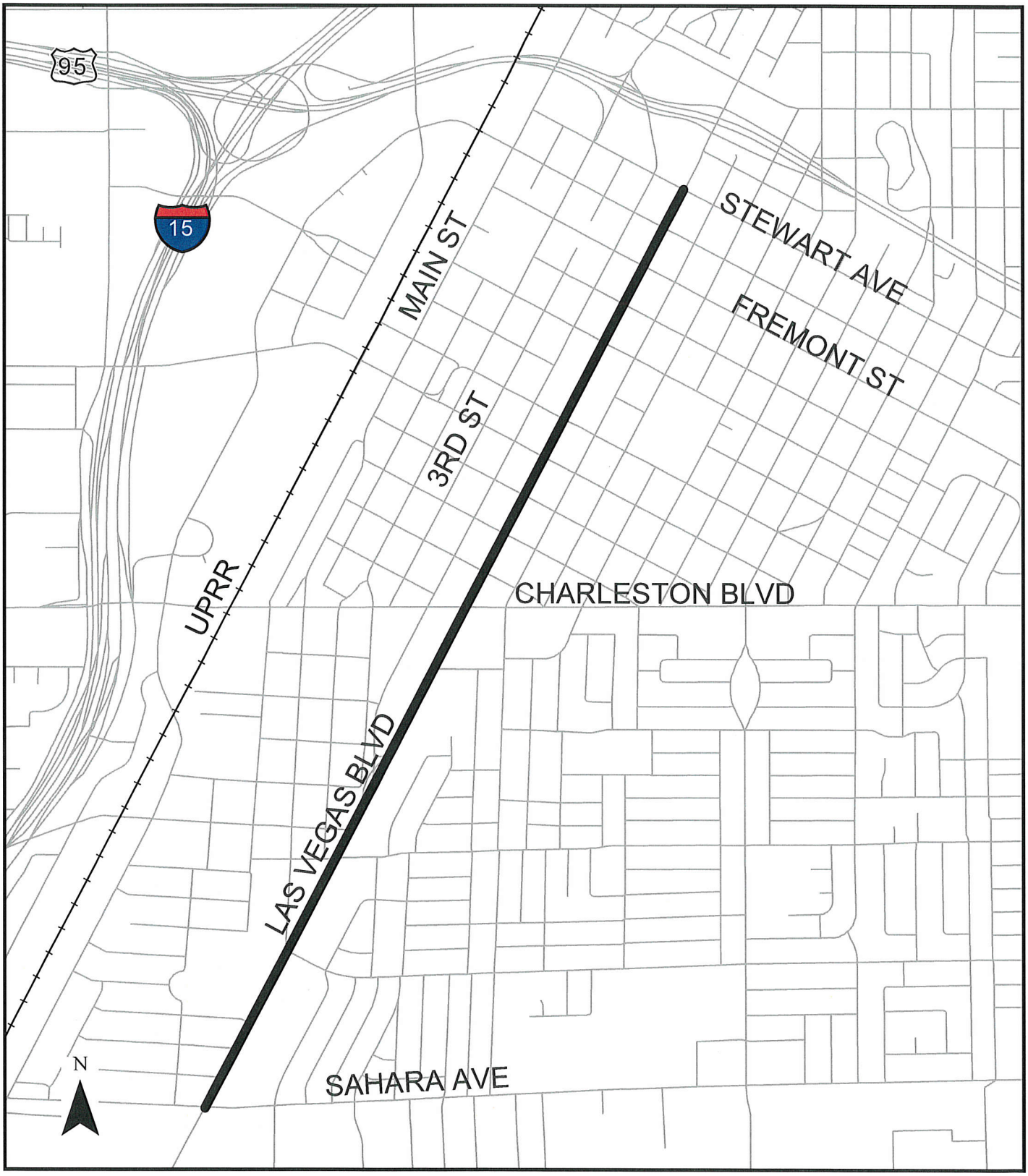


1/29/2020

EXHIBIT A

LAS VEGAS BOULEVARD, STEWART AVE TO SAHARA AVE

N:\pavement\RWPGIS\Greg\Exhibit As\Las Vegas Blvd South Exhibit A.mxd

AGENDA SUMMARY PAGE
City Council
Meeting of: April 1, 2020

Agenda Item No.:
27

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

SUBJECT:
RESOLUTIONS:

R-14-2020 - For possible action to approve a Resolution concerning a proposed Special Improvement District (SID) 611 within the Sunstone area and approving the form authorizing the execution and delivery of a deposit agreement and improvements reimbursement agreement with SC East Landco, LLC, a Delaware limited liability company, in the amount of $150,000 for the City of Las Vegas to draw against as it incurs the expenses of creating and financing the district with SC East Landco, LLC ($150,000 - SID Construction Fund) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $150,000
Funding Source: SID Construction Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
SC East Landco, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 611 (Sunstone). The Deposit and Reimbursement Agreement provides for a deposit in the amount of $150,000 for the City to draw against as it incurs the expenses of creating and financing the district. The Improvements Reimbursement Agreement provides a commitment from the developer for the acquisition, construction and improvements for Special Improvement District No. 611.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-14-2020
2. Deposit and Reimbursement Agreement

RESOLUTION NO. R-14-2020

A RESOLUTION CONCERNING A PROPOSED SPECIAL IMPROVEMENT DISTRICT; APPROVING THE FORM OF A DEPOSIT AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND SC EAST LANDCO, LLC.

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada; and

WHEREAS, SC East Landco, LLC, a Delaware limited liability company (the "Developer"), has informed the City that, in the future, the Developer may request that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 and the City's Developer Special Improvement District Guidelines (the "Guidelines") to form a special improvement district within the City (the "Future District"), to levy special assessments, and to issue one or more series of bonds (hereinafter called "Bonds") to provide for the construction, acquisition, and/or furnishing of certain public improvements within the Future District; and

WHEREAS, pursuant to the Guidelines, the City's Director of Finance is to establish the amount of a deposit to pay the City's costs and expenses associated with the formation of the Future District, the levy of assessments, and the issuance of the Bonds; and

WHEREAS, the proposed form of the Deposit and Reimbursement Agreement between the City and the Developer (the "Deposit Agreement") is on file with the City Clerk and the City Council has reviewed the same and found it to satisfactory.

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

Section 1. The Deposit Agreement is hereby approved in substantially the form on file with the City Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the City executing the same. The officers of the City are hereby authorized to enter into, execute, and deliver the Deposit Agreement, and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof.

Section 2. The officers of the City be, and they hereby are, authorized to take all action necessary to effectuate the provisions of this resolution.

Section 3. All bylaws, orders and resolutions, or parts thereof, in conflict with this resolution, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution, or part thereof, previously repealed.

Section 4. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 5. The City Council has determined and does hereby declare that this resolution shall be in effect upon its passage in accordance with law.

PASSED AND APPROVED April 1, 2020.

(SEAL)

_____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

_____ 3/12/20

BRYAN K. SCOTT, Senior Assistant City Attorney

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

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on April 1, 2020.

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

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

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

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

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council,

or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

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

6. A copy of such notice so given of the meeting of the Council on April 1, 2020 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this April 1, 2020.

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

EXHIBIT A

(Attach Copy of Notice of Meeting)

CITY OF LAS VEGAS, NEVADA
DEPOSIT AND REIMBURSEMENT AGREEMENT
PROPOSED SPECIAL IMPROVEMENT DISTRICT

This DEPOSIT AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of April 1, 2020, by and between the CITY OF LAS VEGAS, NEVADA (the "**City**"), and SC EAST LANDCO, LLC, a Delaware limited liability company (the "**Developer**").

WHEREAS, the Developer has requested that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 to form a special improvement district within the City (the "**District**"), to levy special assessments, and to issue one or more series of bonds (the "**Bonds**") to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Developer owns real property that is included within the boundaries of the proposed District; and

WHEREAS, the Developer has agreed to advance moneys to be used by the Director of Finance (the "**Director of Finance**") to pay costs and expenses associated with the formation of the District, the levy of assessments, and the issuance of Bonds, such advances being subject to reimbursement or credit upon a successful issuance of the Bonds or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Developer shall advance moneys (the "**Moneys**") to the Director of Finance as provided in Section 3 hereof, which Moneys shall be used by the City to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3 hereof, the City shall not proceed with the issuance of Bonds.

SECTION 2. USE OF MONEYS ON DEPOSIT. The Director of Finance shall use the Moneys to pay costs and expenses, if any, incidental to or associated with the formation of the District, the levy of the assessments, and the issuance of Bonds (collectively, "**Financing Costs**"), including, without limitation, costs and expenses relating to the following, as applicable: (a) the property appraisal, (b) the absorption study, (c) noticing and publication expenses, (d) the assessment engineer, (e) District, assessment, and Bond administration, (f) Sherman & Howard L.L.C., as Bond Counsel, (g) Zions Public Finance, as the City's financial consultant, and (h) the City's personnel and out-of-pocket costs. The scope of work and terms and conditions of the agreements for the foregoing advisors and special services will be subject to the Director of Finance's approval or as outlined in agreements that will be on file in the Director of Finance's office and available for inspection and review by the Developer. The

Director of Finance shall maintain records of the payment of all Financing Costs and keep such records on file and available for inspection and review by the Developer in the Director of Finance's office.

SECTION 3. DEPOSITS. The Developer shall deposit with the Director of Finance the initial amount of $150,000 within five (5) business days after this Agreement is executed and delivered by the City. As additional Moneys are required, the Director of Finance shall (i) make demand upon the Developer for such additional Moneys and identify the purpose and use thereof, and (ii) provide the Developer with a breakdown of how the initial amount of $150,000 was spent. The Developer shall deposit such additional Moneys with the Director of Finance within five (5) business days of receipt of such demand. The Director of Finance shall cause all Moneys received from the Developer to be deposited into a separate interest-bearing account maintained by or at the direction of the Director of Finance. All interest or other amounts earned on Moneys in such account shall be held in such account for the payment of Financing Costs or otherwise applied as set forth in Section 4 hereof.

As additional Moneys are required, the Director of Finance shall (i) make demand upon the Developer for such additional Moneys and identify the purpose and use thereof, and (ii) provide the Developer with a breakdown of how the initial amount of $150,000 was spent. The Developer shall deposit such additional Moneys with the Director of Finance within five (5) business days of receipt of such demand. The Director of Finance shall cause all Moneys received from the Developer to be deposited into a separate interest-bearing account maintained by or at the direction of the Director of Finance. All interest or other amounts earned on Moneys in such account shall be held in such account for the payment of Financing Costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If the District proceedings are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the Director of Finance shall transfer to the Developer all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Moneys necessary to pay Financing Costs or portions thereof that have been actually incurred, are not payable contingent upon the successful issuance of the Bonds, and are due and owing as of the date of such termination or abandonment.

The Developer shall have the following options upon the successful issuance of the Bonds:

A. The Developer may direct the City to reimburse the Developer for the Moneys, and the interest thereon, previously advanced by the Developer from the proceeds of the Bonds;

B. The Developer may direct the City to return unexpended Moneys, and the interest thereon, to the Developer; or

C. The Developer may direct the City to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an

obligation or commitment that the City will proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Clark County, Nevada, as of the date and year first herein above written.

CITY OF LAS VEGAS, NEVADA

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

ATTEST:

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

APPROVED AS TO FORM:

By: _____ 3/12/20
Bryan K. Scott Date
Senior Assistant City Attorney

DEVELOPER:
SC East Land Co, LLC
By: Greystone Nevada, LLC, Manager

_____
Robert Johnson, Authorized Agent

AGENDA SUMMARY PAGE
City Council
Meeting of: April 1, 2020

Agenda Item No.:
28

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Brad Jerbic

SUBJECT:
RESOLUTIONS:

R-15-2020 - For possible action to approve a Resolution approving the form of an agreement between the City and the owner of all assessable property in a proposed Special Improvement District (SID No. 815, Summerlin Village 25) - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 815 (Summerlin Village 25). This Development and Financing Agreement provides a commitment from the developer for the acquisition, construction and improvements for Special Improvement District No. 815.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-15-2020
2. Development and Financing Agreement

RESOLUTION NO. R-15-2020

A RESOLUTION APPROVING THE FORM OF AN AGREEMENT BETWEEN THE CITY AND THE OWNER OF ALL ASSESSABLE PROPERTY IN A PROPOSED SPECIAL IMPROVEMENT DISTRICT (SID NO. 815, SUMMERLIN VILLAGE 25)

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada; and

WHEREAS, the City Council (the "City Council") of the City of Las, Vegas, Nevada (the "City), and the City's Director of Finance, have, pursuant to the City's Developer Special Improvement District Guidelines, received an application and petition (the "Petition") from The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), for the formation of a special improvement district that will include property owned by the Developer (the "District"); and

WHEREAS, the Petition requests the formation of the District and the acquisition, construction, and improvement of a street project, storm sewer project, sanitary sewer project, water project, and drainage project therein (collectively, the "Project") pursuant to Chapter 271, Nevada Revised Statutes ("NRS"), and all laws amendatory thereof and supplemental thereto; and

WHEREAS, the proposed form of the Development and Financing Agreement between the City and the Developer (the "Agreement") is on file with the City Clerk; and

WHEREAS, the City Council has reviewed the proposed form of the Agreement on file with the City Clerk and has found it to be satisfactory.

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

Section 1. The form, terms and provisions of the Agreement are hereby approved in substantially the form thereof on file with the City Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the City executing the same. The officers of the City are hereby authorized to enter into, execute and deliver the Agreement and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof.

Section 2. The officers of the City be, and they hereby are, authorized to take all action necessary to effectuate the provisions of this resolution.

Section 3. All actions, proceedings and matters previously taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this resolution) concerning the District and the Project hereby are, ratified, approved and confirmed. This resolution does not obligate the City to enter into the Agreement or to apply bond proceeds to any cost except as provided in the Financing Agreement.

Section 4. All bylaws, orders and resolutions, or parts thereof, in conflict with this resolution, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution, or part thereof, previously repealed.

Section 5. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 6. The City Council has determined and does hereby declare that this resolution shall be in effect upon its passage in accordance with law.

PASSED AND APPROVED April 1, 2020.

(SEAL)

_____

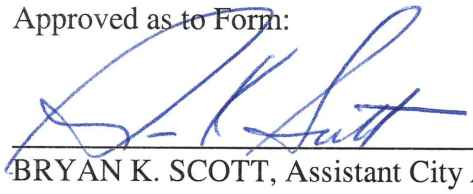
CAROLYN G. GOODMAN, Mayor

Attest:

_____

LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:



_____

BRYAN K. SCOTT, Assistant City Attorney

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

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on April 1, 2020.

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

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

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

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

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council,

or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

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

6. A copy of such notice so given of the meeting of the Council on April 1, 2020 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this April 1, 2020.

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

EXHIBIT A

(Attach Copy of Notice of Meeting)

APNs: 137-27-110-001; see Exhibit I for a complete listing of all APNs

When Recorded, Return To:
David K. Lucas, Esq.
Sherman & Howard L.L.C.
3960 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169

(Space above this line for Recorders Use)

DEVELOPMENT AND FINANCING AGREEMENT

FOR

SPECIAL IMPROVEMENT DISTRICT NO. 815

(SUMMERLIN VILLAGE 25)

BETWEEN

CITY OF LAS VEGAS, NEVADA

AND

THE HOWARD HUGHES COMPANY, LLC

DEVELOPMENT AND FINANCING AGREEMENT

This **DEVELOPMENT AND FINANCING AGREEMENT** (this "Agreement") dated as of April 1, 2020, is by and between the **CITY OF LAS VEGAS, NEVADA** (the "City"), a municipal corporation of the State of Nevada (the "State"), and **THE HOWARD HUGHES COMPANY, LLC**, a Delaware limited liability company (the "Developer").

WITNESETH:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.710, the City Council of the City (the "Council") may enter into a written agreement with the owner of all assessable property within a proposed special improvement district containing the provisions stated herein; and

WHEREAS, the Developer represents and warrants that: (i) it is the legal owner of all of the property (the "Property") to be assessed within the proposed City of Las Vegas, Nevada, Special Improvement District No. 815 (Summerlin Village 25) (the "District"); (ii) a true and correct legal description of the Property is attached hereto as Exhibit A; and (iii) there are no liens or encumbrances on the Property except as shown on Exhibit B attached hereto; and

WHEREAS, the Developer has filed a petition with the City to form the District; and

WHEREAS, the Council has authorized City staff to negotiate the form of this Agreement with representatives of the Developer; and

WHEREAS, the Developer proposes to construct and acquire certain improvements and to transfer those improvements to the City or other appropriate governments on the terms and conditions provided herein, a description of such improvements being attached hereto as Exhibit D (collectively, the "Improvements"); and

WHEREAS, a list of the plans and specifications for the Improvements is attached hereto as Exhibit C, and such plans and specification have been placed on file with the City Clerk; and

WHEREAS, the construction and acquisition of the Improvements is collectively referred to herein as the "Project;" and

WHEREAS, the parties hereto propose to finance the Project pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS"), including NRS 271.710 through 271.730, through the issuance of bonds (the "Bonds") payable from special assessments levied against the Property; and

WHEREAS, the Developer agrees that the City may create the District, levy assessments against the Property, and for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1
CONSTRUCTION

1.1 Project.

A. Construction and Transfer of Project. The Developer agrees to construct the Project in accordance with the full and detailed plans and specifications therefor, which are listed on Exhibit C attached hereto and are on file with the City Clerk, in accordance with the schedule set forth on Exhibit D attached hereto, which sets forth the anticipated date for the commencement and completion of the construction of each individual segment of the Project and the estimated cost of the respective segment. The City shall not be required to accept or pay for any segment of the Project unless final construction drawings and specifications for that segment have been submitted to the City and the City, in its sole discretion, has approved such final construction drawings and specifications and any amendments and addenda thereto, and unless that segment is constructed in accordance with such approved final construction drawings and specifications and any approved amendments and addenda thereto. If the City disapproves any final construction drawings and specifications or amendments thereto, it shall provide the reason therefor to the Developer and the City and the Developer will meet to discuss changes that may be necessary to obtain City approval thereof. Within 10 days of the final inspection of and agreement to accept each segment of the Project by the City, the Developer shall transfer to the City or, if directed by the City, to another governmental entity (the "Applicable Government"), title in a form reasonably acceptable to the City or such other Applicable Government to that segment of the Project, except for those portions of the real property on which that segment of the Project is located that are already owned in fee by the City or such other Applicable Government.

B. Title. At the time of transfer of title to any segment of the Project, the Developer shall warrant that it has title thereto and that such segment of the Project is not subject to any mortgage, security interest, mechanic's lien or other encumbrance, except as shown on a preliminary title report with respect thereto that shall be delivered to the City or other Applicable Government for its review and approval at least 20 days prior to the transfer of title to the City or such other Applicable Government. In the event that the City or such other Applicable Government does not approve the preliminary title report, the City or such other Applicable Government shall not be obligated to accept title from the Developer and the City shall not be obligated to pay the Developer for such segment of the Project until the Developer has cured all objections to title to that segment of the Project to the satisfaction of the City or such other Applicable Government. The City or such other Applicable Government shall be entitled to disapprove the preliminary title report only if it reveals a matter which, in the

reasonable judgment of the City or such other Applicable Government, could materially affect the City's or such other Applicable Government's use and enjoyment of any part of the segment of the Project covered by the preliminary title report. The City or such other Applicable Government shall notify the Developer of any objections to the preliminary title report within 20 days of receipt thereof. At the time of transfer of title, the Developer shall provide written lien releases from any contractor, subcontractor or materialman, or any other person who might have the right to file a mechanic's lien on the property being transferred. The Developer agrees to defend the City's or such other Applicable Government's title to the property being transferred against any claim of encumbrance whatsoever arising by or through the Developer or any of its predecessors in title or that is caused or created by the Developer, including any mechanic's liens asserted in connection with the construction of the Project or the Developer's development of its property in the District.

C. Warranty of Workmanship and Materials. At the time of transfer of title, the Developer shall warrant that the respective segment of the Project being transferred has been constructed in accordance with the respective plans and specifications therefor listed on Exhibit C attached hereto, and all amendments and addenda thereto that have been approved by the City or another Applicable Government and the Developer and the specifications described in Section 1.1.D. hereof. The Developer shall remedy any defects in any segment of the Project and pay for any damage to other work resulting therefrom that shall appear within one year from the date of transfer of title of such segment of the Project to the City or another Applicable Government.

D. Construction Specifications. The construction work performed pursuant to this Agreement is subject to the following additional specifications:

(1) The current edition of the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements, Clark County Area, Nevada, (the "Standard Specifications"), and the Uniform Standard Drawing for Public Works' Construction, Clark County Area, Nevada (the "Standard Drawings"). The Standard Specifications and the Standard Drawings are on file in the office of the City Engineer at City Hall, currently located at 495. S. Main St., Las Vegas, Nevada, and may be examined there without charge. The Standard Specifications may also be purchased from the Regional Transportation Commission, currently located at 600 South Grand Central Parkway, Suite 350, Las Vegas, Nevada 89101;

(2) The Summerlin Improvement Standards, Revised, September 15, 1999, on file with the City Department of Public Works, and any other revisions, additions or supplements thereto;

(3) The Supplemental General Conditions that are attached hereto as Exhibit E; and

(4) The special conditions that are attached hereto as Exhibit F.

E. Prevailing Wages. Pursuant to NRS 271.710(1), the Council need not comply with the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including, without limitation,

Chapters 332, 338 and 339 of the NRS, except that NRS 338.010 to 338.090, inclusive, shall apply to any construction work to be performed under any contract relating to the District. A copy of the prevailing wage act for public works currently in effect in the State of Nevada for Clark County is attached hereto as Exhibit G. The Developer agrees to attach a copy of the prevailing wage act for public works in effect on the date of execution of any contract entered into with a subcontractor with respect to the construction of all or any portion of a segment of the Project to its contract with such subcontractor. The Developer is responsible for providing the State Labor Commission with all information required by NRS 338.010 to 338.090, and otherwise responsible for all compliance requirements of those provisions of the NRS. For the avoidance of doubt, this provision prohibits the City from using Bond proceeds to pay for any portion of any segment of the Project if any portion of such segment of the Project was not constructed in accordance with NRS 338.010 to 338.090.

F. Cost Estimates. At the time of commencement of construction of any segment of the Project as outlined in Exhibit D attached hereto, the Developer shall furnish the City with an updated estimate of the cost of constructing that segment of the Project in a form and substance satisfactory to the City. In addition, at the time any contract or change order is executed in connection with the construction of any segment of the Project, if, as a result thereof, the estimate of the cost of such segment of the Project previously furnished increases, the Developer shall furnish the City with another updated estimate of such cost in a form and substance satisfactory to the City. If the updated estimated cost of that segment exceeds the price of that segment as shown on Exhibit D plus any allocation of Bond proceeds available therefor because of a cost underrun on another segment, the Developer shall furnish to the City a payment and performance bond in an amount equal to the amount of such excess at the time of commencement of construction on that segment of the Project. That bond shall remain in effect until acceptance of that segment of the Project by the City or another Applicable Government.

G. Payments for Project. Subject to the immediately succeeding sentence, the City shall pay to the Developer for each segment of the Project, the corresponding purchase price for that segment listed on Exhibit D attached hereto as soon as commercially practicable following the transfer of title to that segment of the Project to the City or another Applicable Government; provided, however, the City shall be obligated to pay such purchase price solely from available Bond proceeds, if any. At no time shall the aggregate amount paid by the City to the Developer pursuant to this Agreement exceed the reasonable actual costs to the Developer of the segments of the Project theretofore acquired and then being acquired, as reasonably determined by the City with reference to its prior experience with similar types of construction or otherwise. No payment shall be made for any segment of the Project that includes facilities to be transferred to an Applicable Government until those facilities are accepted by the Applicable Government. If the reasonable actual costs of a segment of the Project approved by the City exceeds the corresponding price therefor listed on Exhibit D attached hereto, the City shall be obligated to pay such difference only if and to the extent that Bond proceeds are available to pay such excess because the aggregate amount of the City Incidental Expenses (defined herein) and the Developer Incidental Expenses (defined herein) are less than the collective amount stated in Section 1.4 hereof, or the price paid for another segment of the Project that has already been completed and accepted by the City is less than the corresponding price listed for that segment of the Project on Exhibit D attached hereto, or any combination of such factors.

H. Failure to Construct. In the event that the Developer does not build a segment of the Project in accordance with the approved final construction drawings and specifications and any amendments and addenda thereto described in Section 1.1.A hereof, or is late in completing a segment of the Project, the City may, at its option, proceed to build, complete, or rebuild as necessary that segment of the Project so that when completed such segment will be constructed in accordance with the approved final construction drawings and specifications and any amendments or addenda thereto. If the City elects to proceed in the manner described in the immediately preceding sentence, the Developer agrees to promptly transfer to the City, upon demand of the City, any real property, easements, or other real property rights then owned by the Developer necessary for the City to build, complete, or rebuild as necessary such segment of the Project. (Also, if not then prepared, the City may proceed to prepare such final construction drawings and specifications in accordance with the plans and specifications listed on Exhibit C attached hereto.) The City may apply the proceeds of the Bonds and amounts derived from any payment and performance bond or guarantee bond applicable to such segment of the Project to the costs of such building, completing or rebuilding (and of preparing construction drawings and specifications, if necessary). The price to be paid to the Developer as listed on Exhibit D for any segment of the Project that is built, completed or rebuilt, or for which construction drawings and specifications are prepared, under this subsection shall be reduced by the amount applied by the City to such segment of the Project pursuant to this subsection. If these amounts are insufficient, the City shall make demand on the Developer to pay the amount of the insufficiency and the Developer shall immediately pay the City the amount of the insufficiency. The Developer will be treated as being late in completing any segment of the Project if: (i) such segment of the Project has not been completed within the earlier of twelve months after a lot is sold in the District to a person who intends to use the lot for his or her residence, which lot is dependent for issuance of a certificate of occupancy on the incomplete improvement, or eighteen months (or such longer period to which the parties hereto agree in writing) after a final subdivision map is recorded for any property in the District that requires the installation of any of the improvements that are contemplated to be installed in that segment of the Project; or (ii) such segment of the Project or any portion thereof has not been completed by the date on which completion thereof was required in any permit issued by any governmental agency (including the City) to the Developer or any other owner or developer of property in the District. Notwithstanding the foregoing, the Developer shall not be deemed to be late in completing any segment of the Project under clause (ii) above to the extent that construction thereof is delayed as a result of occurrences beyond the control and without the fault or negligence of the Developer, including, without limitation, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, war, insurrection, sabotage, laws or orders of governmental, civil or military authorities, governmental restrictions and moratoria, riot, civil commotion and unavoidable casualty. In the event that the Developer is delayed by such occurrences, the time within which the Developer must complete such segment of the Project shall be extended by a reasonable period of time not less than the actual number of days that the Developer was delayed as a result of such occurrences, provided that the Developer recommences the construction of such segment at the earliest possible date following the cessation of such occurrence and proceeds with due diligence toward the completion thereof.

I. Cost Overruns. The Developer is responsible for the payment of, and agrees to pay, all costs of construction of the Project that exceed the amount available for

that purpose from the proceeds of Bonds. It is presently estimated that the Developer will be required to pay approximately $7,000,000 pursuant to this subsection. When the sum of the amounts paid to the Developer pursuant to Section 1.5 hereof, together with the amounts requested to be paid pursuant to Section 1.5 hereof, equals or exceeds ninety percent of the original principal amount of the Bonds, the Developer shall furnish to the City a payment and performance bond or, in the discretion of the Developer, cash in an amount equal to the amount of the excess of the estimated costs of constructing the remaining segments of the Project over the amount of Bond proceeds available for such purpose.

J. Completion of Project. In order to assist the City in complying with its obligations under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Developer hereby represents that it reasonably expects to submit reimbursable costs to the City pursuant to the provisions hereof in such time as will permit the City to expend not less than 85% of the net sale proceeds of any Bonds issued to finance the Project (or any portion thereof) within three years of the date of issuance of such Bonds.

1.2 Excess Bond Proceeds. In the event that all segments of the Project have been completed, accepted and paid in full by the City pursuant to Section 1.1 hereof, and all of the City's Incidental Expenses and the Developer's Incidental Expenses have been paid pursuant to Section 1.4 hereof, and there remain unexpended proceeds of the Bonds (including interest earned on such proceeds) that are not needed for any purpose related to the Project, the City and the Developer may, by agreement, amend the Project to include additional segments eligible for financing under Chapter 271 of NRS and the City's guidelines that benefit the property assessed in the District and such unexpended Bond proceeds may be expended on such additional segments. If no such amendment is made within one year following payment of the purchase price of the final segment of the original Project, all unexpended proceeds of the Bonds shall, at the City's discretion and at the time deemed appropriate by the City, either: (i) be deposited into any revenue fund created by the trust indenture that authorized the issuance of the Bonds for use in accordance with the flow of funds established in such trust indenture; (ii) be deposited into any applicable redemption fund created by the trust indenture for use in redeeming the principal of and interest on the Bonds.

1.3 Oversizing.

A. Water Line Oversizing. The City shall not pay for any oversizing of water lines the cost of which is to be reimbursed to the Developer by the Las Vegas Valley Water District (the "LVVWD") under any agreements between the LVVWD and the Developer. The Developer agrees to not include the costs of any such oversizing in its cost estimates or final costs for any segment of the Project.

B. Sewer Line Oversizing. The City shall not pay for any oversizing of sewer lines the cost of which is to be reimbursed to the Developer by the City under any other agreement with the Developer or otherwise. The Developer agrees to not include the costs of any such oversizing in its cost estimates or final costs for any segment of the Project.

1.4 Incidental Expenses. The Developer and the City shall be entitled to be reimbursed for their incidental expenses (for each, its "Incidental Expenses") as follows:

A. Developer Incidental Expenses. The Developer shall be entitled to be reimbursed from Bond proceeds for the actual costs of the following estimated Incidental Expenses incurred and paid by the Developer, up to an amount not exceeding $459,500 (unless additional amounts are available from cost underruns on the Project or the City's Incidental Expenses): engineering expenses (estimated at $30,000); legal expenses (estimated at $25,000); cost of Phase I environmental site assessments (estimated at $4,500); other non-construction costs associated with the formation of the District (estimated at $50,000); and the deposit of $350,000 made by the Developer for City's costs. The City will, upon presentation of evidence of payment of the foregoing expenses by the Developer and approval thereof by the City, pay to the Developer the cost incurred, but only from the available proceeds of the Bonds.

B. City Incidental Expenses. The City shall be entitled to pay the following Incidental Expenses directly from the proceeds of the Bonds and the deposit of $350,000 made by the Developer for City costs, and any other monies provided to the City by the Developer for that purpose: (1) the cost of funding a reserve fund in the amount provided in the ordinance of the City authorizing the Bonds (the "Bond Ordinance"), up to the maximum amount permitted by the Tax Code (as hereinafter defined); (2) (a) the fees and expenses of the assessment engineer, (b) the cost of all internal or external construction inspection and testing, (c) the City's actual cost of issuing the bonds, which includes, without limitation, (i) the fees and expenses of bond counsel, the trustee, the assessment collection agent, and the financial consultant, (ii) the estimated cost of official statement printing and mailing, and (iii) the other costs listed in the purchase contract for the bonds to be paid by the City, including the estimated underwriter's discount, all such costs under this subsection (2) not to exceed $600,000 in the aggregate; and (3) the costs of an appraisal and market study for the District (estimated at $65,000). If the deposit made by the Developer for City costs and the available Bond proceeds are not sufficient to pay the City's Incidental Expenses, the Developer shall, at the request of the City, pay the amounts needed upon receipt of appropriate invoices with respect thereto.

1.5 Method of Payment. Payments made to the Developer, whether for the cost of a segment of the project or for reimbursement of the Developer's Incidental Expenses (as described in Section 1.4.A.), shall be made only on execution of a request for such payment signed by the Developer in the form attached as Exhibit L, by check or draft made out to the party designated in and mailed as provided in the form found at Exhibit L. The City shall not be obligated to make any payment if after such payment the amount of Bond proceeds remaining is less than ten percent of the original principal amount of the Bonds unless the Developer has complied with Section 1.1.I. hereof.

1.6 City Authorized to Pay. The City is authorized to directly pay all expenses listed in Section 1.4.B., without further authorization from the Developer, and shall provide to the Developer, at its request, with a copy of any invoice received with respect to those costs, or in the case of internal costs, other evidence of those costs.

ARTICLE 2
ASSESSMENTS; BONDS

2.1 Procedure. The Developer agrees that the City may proceed to order that the Project be acquired and improved, issue the Bonds and otherwise finance the cost of the Project, and levy assessments without complying with the provisions of NRS 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including without limitation, Chapters 332, 338, and 339 of the NRS, except as specifically provided in NRS 271.710. The Developer agrees that the Council may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710.

2.2 Financing. The City agrees to proceed with the financing of the improvements by levying assessments against the Property and issuing the Bonds in the manner described herein, and in the proposed forms of the City documents, all of which are listed on Exhibit H and are on file with the City Treasurer (the "City Documents"). The City has not agreed to pay the Bonds from the sources named in NRS 271.495.

2.3 Assessment Roll. The City will levy assessments against all of the Property in the manner provided in the assessment ordinance, and the amount of the assessment against each parcel of Property will not exceed that listed in the assessment roll attached hereto as Exhibit I. The final amount of the assessment against each parcel of Property shall be determined in the sole discretion of the City, subject to the limitations set forth in Exhibit I.

2.4 Assessment Installments. Pursuant to NRS 271.405(2), the Developer hereby elects to pay the assessments against the Property in installments, with interest thereon as provided in the assessment ordinance. There will be fifty-nine (59) substantially equal semiannual installments due, which substantially equal semiannual installments will include both principal and interest. The Developer waives the right to pay the whole assessment against each parcel of the Property within 30 days after the effective date of the assessment ordinance. The Developer agrees that the Property is benefitted by an amount at least equal to the assessments to be levied thereon from the construction of that portion of the Project that can be financed with the net proceeds of the Bonds.

2.5 Interest Rate.

A. Before the Bonds are issued, the Council shall by resolution fix the rate or rates of interest on the unpaid and deferred assessment installments or delegate such action to the City's Chief Financial Officer pursuant to NRS 271.415. The interest rate on the deferred assessment installments shall be set at 0% between the effective date of the assessment ordinance and the date of issuance of the Bonds.

B. Upon issuance of the Bonds, the Council shall by resolution fix the rate or rates of interest on the unpaid and deferred assessment installments or delegate such action to the City's Chief Financial Officer pursuant to NRS 271.415. The interest rate on the assessments will be a fixed interest rate that is not greater than one percentage point above the

highest interest rate on any of the Bonds unless a lesser amount is agreed to by the City in its sole discretion. Any interest received that is not used to pay the principal and interest on the Bonds may be used to pay the reasonable administrative and other expenses of the City in connection with the Bonds, the assessments, and the Project, and to the extent not so used shall be refunded to the property owners as required by NRS after the Bonds are paid in full. The interest rate on the Bonds shall not exceed by more than three percent the Index of Twenty Bonds that was most recently published before the bids on the Bonds are received or the negotiated offer on the Bonds is accepted.

2.6 Installment Due Dates. Assessment installments shall bear interest at the rate specified in Section 2.5 hereof from the date specified in the assessment ordinance, until paid in full. Fifty-nine (59) substantially equal semiannual installments will be due on April 1 and October 1 of each year, commencing and ending on the dates set forth in the assessment ordinance to be hereafter adopted, which substantially equal semiannual installments will include both principal and interest. The assessments will otherwise be payable as provided in the assessment ordinance. The payment dates and amounts of the installments may be altered and other terms of payment on the assessment may be changed as provided in the assessment ordinance in the case of a refunding of the Bonds. The City and the Developer agree that the City may, in its sole discretion, terminate any assessment installments that remain unpaid after the City has received assessment revenue sufficient to fully pay and defease all remaining principal and interest due on the Bonds to the defeasance or redemption date selected by the City.

2.7 Bond Reserve. A reserve fund (the "Bond Reserve") in the amount specified in the Bond Ordinance to be hereafter adopted will be created with the proceeds of the Bonds. The Bond Reserve will be used as additional security for the Bonds to pay any principal and interest on the Bonds when due, if the payment of the assessment installments is insufficient for that purpose, and the Bond Reserve and any interest and investment thereon will otherwise be used as provided in such Bond Ordinance. The City may amend the City Documents to provide for other uses of the Bond Reserve in connection with a refunding of the Bonds and the owners of the property assessed in the District have no entitlement to any amounts in the Bond Reserve.

2.8 Waiver. The Developer agrees that all of the Property is benefited by the Improvements proposed to be acquired and constructed in the District by an amount at least equal to the maximum amount proposed to be assessed against such Property listed in the assessment roll attached as Exhibit I. The Developer further agrees to the City's assessing of the Property in the amounts listed in the assessment roll and waives any and all formalities required by the laws of the United States and of the State of Nevada in order to impose such assessments. The Developer consents and agrees to the assessments listed in the assessment roll for the District and agrees that those assessments may be made regardless of whether any or all of the Improvements proposed to be acquired and constructed as described herein are in fact acquired and constructed or any provisions of Article 3 hereof are followed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the City Documents regardless of whether it completes the acquisition or construction of the Improvements or complies with Article 3 hereof. The Developer waives all powers, privileges, immunities and rights as against the City or the District arising from or following from

irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken or hereafter to be taken had and done by the City, the Council and the officers of the City (including, without limitation, the proper description of all property that the Developer may own within the District and the giving of proper notices of the proceedings relating to the District) concerning the creation of the District and the levying of assessments to defray the cost and expenses of the Improvements in the District. The Developer consents and agrees to be bound and consents and agrees that all its Property be bound and be subject to such assessment liens as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Developer also represents and warrants that in the Developer's reasonable opinion the market value of each parcel of Property owned by it in the District exceeds the amount of the maximum assessment proposed to be made against each such parcel of Property. The Developer agrees that its Property is benefited by at least the amounts listed in the assessment roll by the installation of the Project without regard to the availability of water, sewage treatment capacity, other utilities, or any combination thereof.

ARTICLE 3
MISCELLANEOUS

3.1 Federal Tax Covenant. The Developer covenants that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Developer or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Tax Code"); or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code. The foregoing covenant shall remain in full force and effect until the date on which all obligations of the City in fulfilling the tax covenant contained in the Bond Ordinance have been met.

3.2 City Documents; Continuing Disclosure.

A. City Documents. The Developer agrees to all of the provisions of the City Documents listed in Exhibit H in the form thereof on file with the City Clerk with such changes therein as are approved by the City and the Developer. Any City Documents not now on file and changes to or additions to the City Documents must be approved by the City and the Developer. The City may amend the City Documents without obtaining the approval of the Developer whenever the outstanding assessments on property owned by the Developer in the District represent less than 40% of the aggregate outstanding assessments on property in the District, but the City may not increase an assessment against the Developer's property without the Developer's consent.

B. Continuing Disclosure. The City and the Developer agree to execute a continuing disclosure agreement or certificate in a mutually acceptable form prior to the issuance of the Bonds obligating each party to make certain disclosures on an ongoing basis as required under Rule 15c2-12 of the United States Securities Exchange Commission. If the parties are unable to agree on a form of agreement or certificate, the Bonds will not be issued

unless they qualify for an exemption from Rule 15c2-12.

3.3 No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, nor the installation by way of the District of, or the assessment of the Property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.4 Permits. The Developer hereby represents and warrants to the best of its knowledge after reasonable investigation that it has all governmental or other permits required to proceed with development of its Property and the Project and it has paid all fees relating thereto and any other fees owing with respect to the Project, except as listed in Exhibit J. The Developer covenants that it will obtain those permits it does not now have when needed, promptly upon its obtaining knowledge that such permits are needed, and pay all fees due. There is no impediment, to the Developer's knowledge, to proceeding with the Project to completion and proceeding with the development of the land owned by the Developer in the District.

3.5 Permitted Investments. Any funds invested by the City under this Agreement may be invested in any investment that would be lawful for the City under the provisions of Chapters 355 and 356 of NRS.

3.6 Indemnification and Defense of Suits.

A. Indemnification. The Developer agrees to protect and indemnify and hold the City, its officers or employees and agents and each of them harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the City, its officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the City, its officers, employees or agents or any combination thereof as a result of or by reason of or arising out of or in consequence of (i) the acquisition, construction or financing of the Project by the City pursuant to this Agreement, (ii) any environmental or hazardous waste conditions (a) which existed on any property which is part of the Project at any time prior to final acceptance of the Project by the City or an Applicable Government or which was caused by the Developer or (b) which existed on any of the property which is assessed at any time while the Developer owned the property or which was caused by the Developer, provided said condition was not caused by the deliberate action of the City; or (iii) any act or omission negligent or otherwise of the Developer or any of its subcontractors, agents or anyone who is directly employed by or acting in concert with the Developer or any of its subcontractors, or agents, in connection with the Project or the District. This Section 3.6 is not intended and shall not be construed to be a warranty of the construction, workmanship or of the materials or equipment incorporated in the Project; it being agreed that the Developer's only warranty of such matters to the City is as stated in Section 1.1. It is further agreed that the indemnity of the Developer to the City shall not extend to any claims that result from acts or omissions of the City, its officers, employees, agents or contractors in connection with the operation, maintenance and repair of the Project.

B. Defense of Suits. The Developer agrees that it shall at its sole cost and expense defend (including, without limitation, by paying the cost of attorneys selected by the City to assist in such defense) the City, its officers, employees and agents and each of them in any suit or action that may be brought against it or any of them by reason of the City's involvement in the Project and the financing thereof or any act or omission negligent or otherwise against the consequences of which the Developer has agreed to indemnify the City, its officers, employees or agents. If the Developer fails to do so, the City shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense including any attorneys' fees or court costs to and recover the same from the Developer.

C. No Indemnification in Certain Circumstances. No indemnification is required to be paid by the Developer for any claim, loss or expense arising from the willful misconduct or gross negligence of the City or its officers or employees.

D. Survival of Indemnification. The provisions of this Section shall survive the termination of this Agreement. It is not intended by the parties hereto that this indemnification provision revive any claim of or extend any statute of limitations which has run against, any third party.

3.7 Insurance.

A. The Developer shall procure and maintain, during the course of this Agreement, general liability, auto liability, property, and professional insurance as necessary to meet the financial obligations and liability of the Developer assumed in this Section. Said policies shall include coverage limits of not less than $2,000,000 per occurrence. The City shall be added as an additional insured on all policies and certificates of insurance and endorsements for each insurance policy signed by a person authorized by the insured to bind coverage and shall be provided to the City prior to any work occurring after the execution of this Agreement.

B. The Developer shall also procure and maintain workers compensation insurance on each of its employees in accordance with the laws of the State and shall require that all persons with whom they contract to perform any work in connection with the Project also procure and maintain that insurance for each person employed to perform work on or services for the Project.

C. All contracts entered into by the Developer for the completion of work or professional services required pursuant to this Agreement shall contain indemnification and insurance clauses to protect the City's interest. Said coverages shall meet or exceed City "Minimum Standards" as required in the design and construction agreements as if contracts were entered into directly with City. A copy of such City "Minimum Standards" may be obtained from the Regional Transportation Commission.

3.8 No Third Party Beneficiary. None of the provisions of this Agreement is intended to constitute the owners of property assessed, the general public, or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit for personal injuries or project damage pursuant to this Agreement.

3.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by either party hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.10 Inspection of Books. The City will permit the Developer to inspect its books and records pertaining to the District, including but not limited to information relating to bond principal outstanding, interest disbursements, administrative costs and fund balances.

3.11 Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement of the parties hereto. This Agreement may be modified by the parties hereto but only by a written instrument signed and acknowledged by each party and recorded with the County Recorder of Clark County.

3.12 Further Assurances. The Developer and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other its rights, powers, and remedies hereunder. The Developer shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.13 Obligations of the Developer; Guarantee. The obligations of the Developer under Articles 1 and 3 hereof are obligations of the Developer upon which the Developer is personally liable and which are also secured by the guarantee attached hereto as Exhibit M. The obligations to pay assessments in Article 2 pertain only to the land owned by the Developer in the District and are not personal obligations of the Developer.

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

If to the City:

City of Las Vegas, Nevada
c/o City Manager
495. S. Main St.
Las Vegas, Nevada 89101

If to the Developer:

The Howard Hughes Company, LLC
c/o President, Summerlin
10845 Griffith Peak Drive, Suite 160
Las Vegas, Nevada 89135

If any notice hereunder is given to the City, a copy shall be forwarded by first class mail, postage prepaid, to the City's Director of Public Works, Treasurer, and City Attorney at:

Director of Public Works
City of Las Vegas
333 N. Rancho Dr.
Las Vegas, NV 89106

City Treasurer
City Hall
495 S. Main St.
Las Vegas, Nevada 89101

and

City Attorney
City Hall
495. S. Main St.
Las Vegas, Nevada 89101

If notice hereunder is given to the Developer, a copy should be forwarded by first-class mail, postage prepaid, to the Developer's general counsel at:

The Howard Hughes Corporation
Attn: General Counsel
13355 Noel Road, 22nd Floor
Dallas, Texas 75240

3.15 No Waivers. No failure or delay on the part of either party in enforcing any provision shall operate as a waiver thereof, nor shall any single or partial enforcement of any provision hereof preclude any other or further enforcement or the exercise of the same or any other right, power or remedy the either party may have.

3.16 Attorney Fees. If the City incurs attorneys' fees or expenses or any other fees and expenses in connection with the actual or overtly threatened breach by the Developer of any provision hereof or in enforcing the provisions hereof, the City shall be entitled to recover such fees and expenses from the Developer.

3.17 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions

hereof that can be given effect without the invalid or unenforceable provision and the City and the Developer agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.18 Construction; Time. The language of this Agreement shall be construed as a whole according to its fair meaning and intent and not strictly for or against any party. Both parties were represented by counsel in the negotiation of this Agreement, and this Agreement shall be deemed to have been drafted by both of the parties. Time is of the essence of this Agreement and all terms, provisions, covenants, and conditions hereof.

3.19 Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. The City and the Developer agree to be bound to the nonexclusive jurisdiction of any court of the State located in Clark County or the United States District Court for the State for the purpose of any suit, action or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby, at the election of the party initiating any such suit, action or other proceeding, which is brought by or against the Developer or the County and the parties each hereby irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

3.20 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District. Nothing herein obligates the City to issue the Bonds, however, the obligations of the Developer hereunder (except as provided in the following sentence) are contingent on the issuance of the Bonds by the City. If the Bonds are not issued by December 31, 2020 for any reason, this Agreement may be terminated by either party, but the Developer shall be responsible for payment of all of the costs incurred by the Developer and by the City prior to that date. The amount of such costs incurred by the City shall not be contestable or appealable, absent fraud or gross abuse of discretion. The Developer shall pay to the City the costs submitted in the City's statement within thirty (30) days after receiving notice of the amount of the costs.

3.21 Term of Agreement. Except as otherwise provided in Sections 3.1 and 3.6 hereof, this Agreement shall be in effect from the date and year first mentioned above until the later of (i) the date all of the Bonds (including through a series of refundings) have been retired or (ii) the date on which all of the assessments against property in the District have been paid in full.

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

3.23 Conveyance Restriction; Recording. The Developer agrees not to convey any parcel, lot or real property interest in any of the Developer Property in the District to any party until after this Agreement has been recorded in the office of the County Recorder. The City agrees to record this Agreement within 5 days of its execution by all parties. Recording

shall have the effect provided in Subsection 2 of NRS 271.720 and shall make Article 2 of this Agreement binding on all persons or entities who acquire any of the property in the District before the assessments and Bonds are paid in full.

3.24 Disclosure to Transferees. The Developer agrees to inform any transferee of property in the District who acquires title from the Developer of the existence of the assessments and to obtain from any such transferee of any property in the District, which can be legally subdivided into smaller parcels, a covenant to give to each homebuyer transferee a disclosure statement in substantially the form attached hereto as Exhibit K, and to use its best efforts to obtain the homebuyer's signature on that statement and return a copy of it to the City.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the City and the Developer have caused this Development and Financing Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA

_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

_____
LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

_____
BRYAN K. SCOTT, Assistant City Attorney

THE HOWARD HUGHES COMPANY, LLC,
a Delaware limited liability company

By _____
Its Vice President

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April ___, 2020, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on April __, 2020 by LuAnn D. Holmes, MMC, as City Clerk of the City of Las Vegas.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on February 27, 2020 by Kevin T. ORROCK, as Vice President of The Howard Hughes Company, LLC, a Delaware limited liability company.

(SEAL)

SHIRLEY A. WING
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 02-28-20
Certificate No: 93-3428-1

Shirley A. Wing
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCELS 1 AND 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 125 OF PARCEL MAPS, PAGE 11 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

AND

LOT 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 125 OF PARCEL MAPS, PAGE 15 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

TITLE EXCEPTIONS

Commitment No.: NCS-949479-HHLV

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and that are not shown by the Public Records.

5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or Title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions 1-6 will be omitted on extended coverage policies

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

8. Water rights, claims or title to water, whether or not shown by the public records.

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9. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.

10. Any taxes that may be due as provided under NRS 361.4725.

11. This report specifically excludes any reports as to the conditions and/or status of all state, county, city taxes and special assessments. This information will be furnished at a later date.

12. Reservations and provisions as contained in Patent from the United States of America, recorded September 15, 1955, in Book 67 of Official Records, as Instrument No. 56940 and recorded March 27, 1956 in Book 88 of Official Records, as Instrument No. 73769, Clark County, Nevada.

13. Reservations and provisions as contained in Patent from the United States of America, recorded September 15, 1955, in Book 67 of Official Records, as Instrument No. 56941 and recorded March 27, 1956 in Book 88 of Official Records, as Instrument No. 73768, Clark County, Nevada Records.

14. An easement for public utilities and incidental purposes in the document recorded December 1, 1993 in Book 931201 as Instrument No. 01270 of Official Records.

15. A document entitled "Easement Agreement" recorded October 9, 1995 in Book 951009 as Instrument No. 00023 of Official Records.

16. A document entitled "Grant of Easement for Drainage Facilities" recorded April 2, 1996 in Book 960402 as Instrument No. 01120 of Official Records.

17. A document entitled "Easement Agreement" recorded October 1, 1996 in Book 961001 as Instrument No. 00671 of Official Records.

18. A document entitled "Development Agreement", executed by and between Howard Hughes Properties, Limited Partnership and The City of Las Vegas recorded November 21, 1997 in Book 971121, as Instrument No. 00839 of Official Records.

- A document entitled "Development and Financing Agreement" recorded December 13, 2000 in Book 20001213 as Instrument No. 00364 of Official Records.

19. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded December 17, 1997, in Book 971217 as Instrument No. 00748 of Official Records, over a portion of the land.

20. A document entitled "Easement Agreement" recorded March 10, 1999 in Book 990310 as Instrument NO. 01072 of Official Records.

21. Easements as shown and/or dedicated upon the parcel map, recorded in File 91, Page 28 of Parcel Maps.

22. An easement for public utilities and incidental purposes in the document recorded November 3, 1999 in Book 991103 as Instrument No. 00824 of Official Records.

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23. Covenants, conditions, easements and restrictions in a permanent easement recorded April 5, 2000, in Book 20000405 as Instrument No. 00607 of Official Records.

24. An easement for Beltway Channel Flood Control Facilities and incidental purposes in the document recorded April 5, 2000 in Book 20000405 as Instrument No. 00611 of Official Records.

25. Covenants, conditions, and restrictions in a Declaration of Special Land Use Restrictions recorded June 15, 2000, in Book 20000615 as Instrument No. 00714 of Official Records.

26. An easement for Flood Control Facilities and incidental purposes in the document recorded August 15, 2000 in Book 20000815 as Instrument No. 00821 of Official Records.

27. An easement for Flood Control Facilities and incidental purposes in the document recorded August 16, 2000 in Book 20000816 as Instrument No. 00525 of Official Records.

28. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded January 23, 2001 in Book 20010123 as Instrument No. 01409 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

- **The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon Summerlin West Community Association.**

  Said document allows for annexation of the land described herein

29. An easement for public utilities and incidental purposes in the document recorded April 17, 2001 in Book 20010417 as Instrument No. 01977 of Official Records.

30. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded January 17, 2002, in Book 20020117 as Instrument No. 01522 of Official Records, over a portion of the land.

31. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 7, 2002, in Book 20020307 as Instrument No. 01856 of Official Records, over a portion of the land.

32. An easement for public utilities and incidental purposes in the document recorded September 19, 2002 in Book 20020919 as Instrument No. 01856 of Official Records.

33. An easement for Nevada Power and incidental purposes in the document recorded April 4, 2003 in Book 20030404 as Instrument No. 00086 of Official Records.

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A Partial Relinquishment of Grant of Easement by Nevada Power Company, June 1, 2007 in Book 20070601, as Document No. 03210, of Official Records.

34. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 6, 2004, in Book 20040206 as Instrument No. 01300 of Official Records, over a portion of the land.

35. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 20, 2004, in Book 20040220 as Instrument No. 01664 of Official Records, over a portion of the land.

36. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 6, 2004, in Book 20040506 as Instrument No. 01223 of Official Records, over a portion of the land.

37. An easement for public utilities and incidental purposes in the document recorded August 2, 2004 in Book 20040802 as Instrument No. 04556 of Official Records.

38. Easements as shown and/or dedicated upon the final map of Summerlin Village 21 Fire Station 47, on file in Book 120 of plats, Page 17, of Official Records.

39. An easement for public utilities and incidental purposes in the document recorded April 27, 2006 in Book 20060427 as Instrument No. 04171 of Official Records.

40. An easement for public utilities and incidental purposes in the document recorded August 4, 2006 in Book 20060804 as Instrument No. 04986 of Official Records.

41. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 4, 2006, in Book 20061004 as Instrument No. 01716 of Official Records, over a portion of the land.

42. Easements as shown and/or dedicated upon the parcel map, recorded in File 112, Page 94 of Parcel Maps.

43. An easement for public utilities and incidental purposes in the document recorded January 5, 2007 in Book 20070105 as Instrument No. 01581 of Official Records.

44. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 29, 2007, in Book 20070529 as Instrument No. 01401 of Official Records, over a portion of the land.

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- A document entitled "Las Vegas Valley Water District Partial Relinquishment of Easement and Rights-of-Way" recorded July 21, 2016 in Book 20160721 as Instrument No. 01582 of Official Records.

45. A temporary easement for construction and incidental purposes in the document recorded June 1, 2007 in Book 20070601 as Instrumetn No. 02031 of Official Records.

46. Covenants, conditions, and restrictions in a Development and Financing Agreement recorded June 26, 2007, in Book 20070626 as Instrument No. 01865 of Official Records.

47. An easement for public utilities and incidental purposes in the document recorded September 5, 2007 in Book 20070905 as Instrument No. 02664 of Official Records.

48. An easement for public utilities and incidental purposes in the document recorded November 19, 2007 in Book 20071119 as Instrument No. 02005 of Official Records.

49. A document entitled "City of Las Vegas Notice of Zoning Action" recorded January 4, 2008 in Book 20080104 as Instrument No. 04220 of Official Records.

50. Covenants, conditions, easement and restrictions in a Grant of Easement for Interim Debris Basin Facilities recorded May 27, 2008, in Book 20080527 as Instrument No. 05039 of Official Records.

51. Covenants, conditions, easement and restrictions in a Permanent Drainage Easement recorded May 27, 2008, in Book 20080527 as Instrument No. 05040 of Official Records.

52. Covenants, conditions, easement and restrictions in a Perpetual Easement for Pedestrian Trail Purposes recorded May 27, 2008, in Book 20080527 as Instrument No. 05041 of Official Records.

53. An easement for public utilities and incidental purposes in the document recorded October 6, 2008 in Book 20081006 as Document No. 03844 of Official Records.

54. An easement for public utilities and incidental purposes in the document recorded October 6, 2008 in Book 20081006 as Document No. 03845 of Official Records.

55. Covenants, conditions, and restrictions in a Declaration of Conditional Transfer Fee Covenants recorded May 10, 2011, in Book 20110510 as Instrument No. 01567 of Official Records.

Document re-recorded October 24, 2013 in Book 20131024 as Instrument No. 00279 of Official Records.

56. Covenants, conditions, and restrictions in a Declaration of Conditional Transfer Fee Covenants recorded May 10, 2011, in Book 20110510 as Instrument No. 01590 of Official Records.

57. Covenants, conditions, and restrictions in a Notice of Private Transfer Fee Obligation recorded May 30, 2012, in Book 20120530 as Instrument No. 04730 of Official Records.

Document(s) declaring modifications thereof recorded October 24, 2013 in Book 20131024 as Instrument No. 00280 of Official Records.

58. Covenants, conditions, and restrictions in a Notice of Private Transfer Fee Obligation recorded May 30, 2012, in Book 20120530 as Instrument No. 04731 of Official Records.

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59. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 6, 2013, in Book 20130306 as Instrument No. 01541 of Official Records, over a portion of the land.

60. Easements as shown and/or dedicated upon the parcel map, recorded in File 118, Page 100 of Parcel Maps.

61. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 22, 2013, in Book 20131022 as Instrument No. 2145 of Official Records, over a portion of the land.

62. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded June 19, 2014, in Book 20140619 as Instrument No. 03353 of Official Records, over a portion of the land.

63. An easement for underground cables and related facilities or structures and incidental purposes in the document recorded June 22, 2014 in Book 20140722 as Instrument No. 01011 of Official Records.

64. An easement for sewer lines and appurtenances thereto and incidental purposes in the document recorded September 22, 2014 in Book 20140922 as Instrument No. 04152 of Official Records.

65. An easement for sewer lines and appurtenances thereto and incidental purposes in the document recorded September 22, 2014 in Book 20140922 as Instrument No. 04153 of Official Records.

66. An easement for drainage channels, pipes, conduits and attached appurtenances and incidental purposes in the document recorded September 22, 2014 in Book 20140922 as Instrument No. 04154 of Official Records.

67. An easement for drainage facilities, sewer lines and appurtenances and incidental purposes in the document recorded September 22, 2014 in Book 20140922 as Instrument No. 04155 of Official Records.

68. A document entitled "Right of Entry" recorded May 11, 2016 in Book 20160511 as Instrument No. 00699 of Official Records.

69. Easements as shown and/or dedicated upon the parcel map, recorded in File 122, Page 22 of Parcel Maps.

70. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 13, 2017, in Book 20171113 as Instrument No. 0002029 of Official Records, over a portion of the land.

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71. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 16, 2017, in Book 20171116 as Instrument No. 0001220 of Official Records, over a portion of the land.

72. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 16, 2017, in Book 20171116 as Instrument No. 0001221 of Official Records, over a portion of the land.

73. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 16, 2017, in Book 20171116 as Instrument No. 0001222 of Official Records, over a portion of the land.

74. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 16, 2017, in Book 20171116 as Instrument No. 0001223 of Official Records, over a portion of the land.

75. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 16, 2017, in Book 20171116 as Instrument No. 0001224 of Official Records, over a portion of the land.

76. An easement for Drainage and incidental purposes in the document recorded January 31, 2018 in Book 20180131 as Instrument No. 04862 of Official Records.

77. Easements as shown and/or dedicated upon the parcel map, recorded in File 123, Page 8 of Parcel Maps.

78. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2018, in Book 20180430 as Instrument No. 005037 of Official Records, over a portion of the land.

79. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2018, in Book 20180430 as Instrument No. 0005038 of Official Records, over a portion of the land.

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80. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 1, 2018, in Book 20180501 as Instrument No. 0001656 of Official Records, over a portion of the land.

81. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 1, 2018, in Book 20180501 as Instrument No. 0001659 of Official Records, over a portion of the land.

82. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 1, 2018, in Book 20180501 as Instrument No. 0001662 of Official Records, over a portion of the land.

83. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 1, 2018, in Book 20180501 as Instrument No. 0001664 of Official Records, over a portion of the land.

84. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 1, 2018, in Book 20180501 as Instrument No. 0001665 of Official Records, over a portion of the land.

85. Easements as shown and/or dedicated upon the parcel map, recorded in File 123, Page 36 of Parcel Maps.

86. A document entitled "City of Las Vegas Notice of Zoning Action" recorded August 29, 2018 in Book 20180829 as Instrument No. 000298 of Official Records.

87. An easement for distribution and transmission of electricity and communication facilities and incidental purposes in the document recorded October 15, 2018 in Book 20181015 as Instrument No. 02758 of Official Records.

88. Easements as shown and/or dedicated upon the parcel map, recorded in File 124, Page 51 of Parcel Maps.

- A document entitled "Order of City of Las Vegas Utility Easement Vacatgion" recorded September 25, 2019 as Instrument No. 20190925-0002374 of Official Records.

89. A document entitled "City of Las Vegas Notice of Zoning Action" recorded April 18, 2019 as Instrument No. 20190418-0000239 of Official Records.

90. A document entitled "City of Las Vegas Notice of Zoning Action" recorded April 18, 2019 as Instrument No. 20190418-0000341 of Official Records.

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91. An easement for public utilities and incidental purposes in the document recorded May 6, 2019 as Instrument No. 20190506-0002749 of Official Records.

92. An easement for public utilities and incidental purposes in the document recorded April 26, 2019 as Instrument No. 20190426-0001765 of Official Records.

93. An easement for public utilities and incidental purposes in the document recorded July 31, 2019 as Instrument No. 20190731-0000807 of Official Records.

94. An easement for Private Access Easement and incidental purposes in the document recorded August 27, 2019 as Instrument No. 20190827-0000039 of Official Records.

95. An easement for public utilities and incidental purposes in the document recorded May 28, 2019 as Instrument No. 20190528-0000903 of Official Records.

96. A document entitled "City of Las Vegas Notice of Zoning Action" recorded June 25, 2019 as Instrument No. 20190625-0001394 of Official Records.

97. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded July 25, 2019, in Book 20190725 as Instrument No. 0003717 of Official Records, over a portion of the land.

98. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded July 25, 2019, in Book 20190725 as Instrument No. 0003720 of Official Records, over a portion of the land.

99. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded July 25, 2019, in Book 20190725 as Instrument No. 0003721 of Official Records, over a portion of the land.

100. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded July 25, 2019, in Book 20190725 as Instrument No. 0003722 of Official Records, over a portion of the land.

101. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded July 25, 2019, in Book 20190725 as Instrument No. 0003723 of Official Records, over a portion of the land.

102. Easements as shown and/or dedicated upon the parcel map, recorded in File 125, Page 11 of Parcel Maps.

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103. Easements as shown and/or dedicated upon the parcel map, recorded in File 125, Page 15 of Parcel Maps.

104. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded December 19, 2019, in Book 20191219 as Instrument No. 0001382 of Official Records, over a portion of the land.

105. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded December 19, 2019, in Book 20191219 as Instrument No. 0001383 of Official Records, over a portion of the land.

106. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded December 19, 2019, in Book 20191219 as Instrument No. 0001386 of Official Records, over a portion of the land.

107. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded December 19, 2019, in Book 20191219 as Instrument No. 0001388 of Official Records, over a portion of the land.

108. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded December 19, 2019, in Book 20191219 as Instrument No. 0001389 of Official Records, over a portion of the land.

109. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded December 19, 2019, in Book 20191219 as Instrument No. 0001390 of Official Records, over a portion of the land.

NOTE: We find no open deeds of trust. Escrow please confirm before closing.

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EXHIBIT C

LIST OF PROJECT PLANS

- Summerlin West Village 25 Far Hills Drive - (Fox Hill to Sky Vista)
- Summerlin West Village 25 Fox Hill Drive - (Far Hills to Redpoint)
- Summerlin West Village 25 Fox Hill Drive - (Redpoint Drive to Sky Vista Drive)
- Summerlin West Village 25 Fox Hill Drive - (Sky Vista Drive to Grand Park Blvd)
- Summerlin West Village 25 Fox Hill Drive - (Grand Park Blvd to Park Drift)
- Summerlin West Village 25 Redpoint Drive - (Sky Vista Drive to Fox Hill Drive)
- Summerlin West Village 25 Redpoint Drive, Park Bluff Lane, Foxtail Pass Way (Grand Park Blvd to Sky Vista Drive)
- Summerlin West Village 25 Sky Vista - (Far Hills Avenue to Redpoint Drive)
- Summerlin West Village 25 Sky Vista - (Redpoint Drive to Kettle Ridge Drive)
- Summerlin West Village 25 Sandstone Rise - Sky Vista Drive to Park Drift Trail
- Summerlin West Village 25 Grand Park Blvd - Sandstone Rise to Fox Hill Drive)
- Summerlin West Village 25 Sunset Run – (Kettle Ridge to Scurry Bend)
- Summerlin West Village 25 Sunset Run – (Scurry Bend to Highland Pride)
- Summerlin West Village 25 Sunset Run – (Highland Pride to Lake Mead)
- Summerlin West Village 25 Scurry Bend – (Sunset Run to Flight Range)
- Summerlin West Village 25 Scurry Bend – (Flight Range to Fleet Wing)
- Summerlin West Village 25 Scurry Bend – (Fleet Wing to Lake Mead)
- Summerlin West Village 25 Lake Mead – (Scurry Bend to Sunset Run)
- Summerlin West Village 25 Lake Mead – (Sunset Run to Calico Bend)
- Summerlin West Village 25 Lake Mead – (Calico Bend to Park Drift Trail)
- Summerlin West Village 25 Calico Bend – (Highland Pride to Sunset Run)
- Summerlin West Village 25 Calico Bend – (Lake Mead to Highland Pride)
- Summerlin West Village 25 Highland Pride – (Calico Bend to Sunset Run)
- Summerlin West Village 25 Park Drift Trail – (Sandstone Rise to Lake Mead)
- Summerlin West 3665 North Waterline -Phase 1
- Summerlin West 3665 North Waterline -Phase 2

EXHIBIT D

PROJECT PHASES WITH ESTIMATED COMMENCEMENT AND COMPLETION DATES AND COST

VILLAGE 25

SPECIAL IMPROVEMENT DISTRICT, SUMMERLIN VILLAGE 25 PROJECT LIST

No.	Summerlin Facilities	Construction Cost	15%	Total Cost	Estimated Start	Estimated Complete
1	Far Hills Avenue (Fox Hill Drive to Sky Vista Drive) Rough Grade, Road Improvements and Street Lights (50%)	$ 881,440	$ -	$ 881,440	Complete	
2A	Fox Hill Drive (Far Hills Avenue to Redpoint Drive) Rough Grade Improvements	$ 4,292,521	$ 643,878	$ 4,936,400	10/10/19	12/8/20
2B	Fox Hill Drive (Far Hills Avenue to Redpoint Drive) Street Lights	$ 369,596	$ 55,439	$ 425,035	10/10/19	12/8/20
3A	Redpoint Drive (Fox Hill Drive to Sky Vista Drive) Rough Grade Improvements	$ 1,803,159	$ 270,474	$ 2,073,633	10/10/19	12/8/20
3B	Redpoint Drive (Fox Hill Drive to Sky Vista Drive) Street Lights	$ 225,480	$ 33,822	$ 259,302	10/10/19	12/8/20
4A	Fox Hill Drive (Redpoint Drive to Sky Vista Drive) Rough Grade Improvements	$ 1,151,568	$ 172,735	$ 1,324,303	2/17/20	4/17/21
4B	Fox Hill Drive (Redpoint Drive to Sky Vista Drive) Street Lights	$ 189,333	$ 28,400	$ 217,733	2/17/20	4/17/21
5A	Sky Vista Drive (Redpoint Drive to Kettle Ridge Drive) Rough Grade Improvements	$ 2,835,311	$ 425,297	$ 3,260,608	2/27/20	4/27/21
5B	Sky Vista Drive (Redpoint Drive to Kettle Ridge Drive) Street Lights	$ 400,436	$ 60,065	$ 460,501	2/27/20	4/27/21
6A	Fox Hill Drive (Sky Vista Drive to Grand Park Boulevard) Rough Grade Improvements	$ 1,347,653	$ 202,148	$ 1,549,801	4/23/20	6/22/21
6B	Fox Hill Drive (Sky Vista Drive to Grand Park Boulevard) Street Lights	$ 234,589	$ 35,188	$ 269,777	4/23/20	6/22/21
7A	Fox Hill Drive (Grand Park Boulevard to Park Drift Trail) Rough Grade Improvements	$ 1,782,577	$ 267,387	$ 2,049,964	4/23/20	6/22/21
7B	Fox Hill Drive (Grand Park Boulevard to Park Drift Trail) Street Lights	$ 273,141	$ 40,971	$ 314,112	4/23/20	6/22/21
8A	Grand Park Boulevard (Sandstone Rise Drive to Fox Hill Drive) Rough Grade Improvements	$ 3,259,947	$ 488,992	$ 3,748,938	3/26/20	5/25/21
8B	Grand Park Boulevard (Sandstone Rise Drive to Fox Hill Drive) Street Lights	$ 468,000	$ 70,200	$ 538,200	3/26/20	5/25/21
9	3665 Zone Nort Pipeline Phase 1 (LVVWD Contract No. C1553) Fox Hill Drive from Far Hills Avenue to Redpoint Drive	$ 1,186,456	$ 177,968	$ 1,364,424	4/10/20	8/8/20
10	3665 Zone Nort Pipeline Phase II (LVVWD Contract No. C1554) Fox Hill Drive (Redpoint Drive to Sky Vista)Far Hills Avenue to Redpoint Drive Sky Vista Drive (Fox Hill Drive to Kettle Ridge Drive) Kettle Ridge Drive (Sky Vista Drive to Sunset Run Drive)	$ 1,618,690	$ 242,803	$ 1,861,493	8/30/20	12/28/20
11	3895 Zone North Phase I (LVVWD Contract No. XXXXX)	$ 2,125,427	$ 318,814	$ 2,444,241	9/25/20	2/22/21
	TOTAL VILLAGE COST:	**$ 24,445,325**	**$ 3,534,583**	**$ 27,979,907**		

EXHIBIT E

SUPPLEMENTAL GENERAL CONDITIONS - CONSTRUCTION

CONSTRUCTION CONTRACT DOCUMENTS

1. REFERENCE SPECIFICATIONS AND DEFINITIONS

It is understood that The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), will be acting as the general contractor for the Project (as defined in the Development and Financing Agreement to which this Exhibit E is attached, the "Agreement") through the Developer's affiliated development management entity, Summerlin Development, LLC, a Delaware limited liability company (the "Contractor"). To the extent applicable, the Developer expressly warrants and acknowledges that all provisions of this Exhibit E and the following Exhibit F pertaining to the Developer will be incorporated into any and all contracts executed by the Developer with the Contractor (the "Contractor Agreements," as applicable to either the Developer or the Contractor) or will otherwise be complied with by the Contractor to the same extent as if the Contractor were a party to the Agreement. Capitalized terms used in this Exhibit E and not otherwise defined have the meanings given to such terms in the Agreement.

The standards and codes listed below are an integral part of the Agreement and are incorporated herein by reference. The Developer and the Contractor are advised to become familiar with the content of the following documents, as they shall govern the construction of the Project. Work on any public utility shall be performed in accordance with the Uniform Standard Specifications and Drawings except where modified by the utilities' own standards.

A. **Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada** (the "Standard Specifications");

B. **Uniform Standard Drawings for Public Works Construction, Clark County Area, Nevada, Volume I and Volume II** (the "Standard Drawings");

C. **Summerlin Area Standard Drawings**;

D. **Manual On Uniform Traffic Control Devices** (the "M.U.T.C.D.");

E. **State of Nevada Standard Specifications for Road and Bridge Construction** (the "NDOT Standard Specifications" or the "State of Nevada Standard Specifications");

F. **State of Nevada Standard Plans for Road and Bridge Construction** (the "NDOT Standard Drawings" or the "State of Nevada Standard Plans");

G. **Nevada Work Zone Traffic Control Handbook** (the "Work Zone Handbook");

H. **American Society for Testing and Materials** (the "ASTM");

I. **Uniform Design and Construction Standards for Water Distribution Systems** (the "Water District Standards");

J. **Southern Nevada Design and Construction Standards for Wastewater Collection Systems** (the "Sewer Specifications"); and

K. **City of Las Vegas Municipal Code** (the "City Code").

2. LICENSING OF CONTRACTOR

As of the date of this Agreement, the Developer represents that the Contractor is duly licensed for this particular work. Should the Contractor intend to sub-let portions of the work, the Developer shall insure that all subcontractors be licensed in accordance with the Nevada State laws and the City Code.

3. CONTRACT DRAWINGS

The plans used by the Contractor (the "CONTRACT DRAWINGS") do not purport to show all the detail of the work. They are intended to illustrate the character and extent of the performed desires under the contract. Therefore, they may be supplemented or revised from time to time, as the work progresses, by Developer's engineer (the "ENGINEER") or by the Contractor.) Drawing revisions and/or additional drawings or sketches will be made and furnished to the Contractor if they are deemed necessary to adequately illustrate the work.

4. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other contract agreements shall be orally made to any subcontractor during the bidding process. Bidders shall take no advantage of any apparent error or omission in the bidding documents. In the event the Bidders discover such an error or omission, they shall immediately notify the ENGINEER. Every request for an interpretation should be in writing addressed to the ENGINEER.

5. CONFLICTING CONDITIONS

Any provisions in the Contractor DRAWINGS which may be in conflict or inconsistent shall be void to the extent of such conflict or inconsistency. The order of precedence of the documents shall be as follows:

A. **Addenda**;

B. **Change Orders**;

C. **Special Conditions;**

D. **Supplemental General Conditions;**

E. **General Conditions;**

F. **Standard Specifications;**

G. **Standard Drawings**; and

H. **Contract Drawings.**

6. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of Chapter 338.010 through 338.090 of N.R.S. and other laws required to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall be physically amended to make such insertion or correction. Questions involving the Prevailing Wage Rates – Clark County should be referred to the Labor Commissioner, State of Nevada, at (702) 486-2650.

7. INDEMNITY

The Developer will expressly acknowledge and will agree to protect, indemnify and hold the City, its officers, employees, agents, consulting engineers and other retained consultants, harmless from and against any and all claims, damages, losses, suits, actions, decrees judgments, attorney's fees, court costs and other expenses of any kind or character which the City, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the City, its officers employees, agents, consulting engineers or other retained consultants; (i) as a result of, or by reason of, or arising out of, or on account of, or in consequence of the operations of the Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any sub-contractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this agreement, or (ii) as a result of, or by reason, or arising out of or in account of, or in consequence of, any neglect in safeguarding the work; or (iii) through the use of unacceptable materials in construction of the work; or (iv) because of any claim or amount recovered under the Nevada Industrial Insurance Act, or any other law, ordinance, order or decree. The Developer will defend, at its own expense, the City, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or on account of, or in consequences of any act or omission against which the Developer has indemnified the City. If the Developer shall fail 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 of such defense to the Developer, including attorney's fee and court costs.

The Developer shall guarantee the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with this Agreement.

8. CLARK COUNTY POLLUTION CONTROL

Prior to starting construction, the Contractor shall obtain a Dust Control Permit for Construction Activities from the Clark County Department of Air Quality, and shall pay all costs therefore and conform to all rules and regulations thereof.

The Contractor 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:

A. Nevada Revised Statute 445: Air Quality Regulation;

B. Registering with the Clark County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board;

C. Adhering to all Clark County Air Pollution Board regulations; and

D. No time extensions shall be granted for time lost due to violations of Clark County Pollution Regulations.

9. NATIONAL POLLUTION DISCHARGE PERMIT

If the construction activity will disturb one or more acre of land, a General National Pollutant Discharge Elimination System (NPDES) Permit *may* be required. It will be the Developer's responsibility to determine if this permit is required.

10. EQUAL EMPLOYMENT OPPORTUNITY

The Developer acknowledges the following provisions:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin.

B. The Contractor will take action to ensure that the applicants are considered for employment, and that employees are treated during employment without regard to their race, sex, creed, color, or national origin. Such action shall include, but not be limited to the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

11. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT AND REGULATIONS

The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

12. PROHIBITED INTERESTS

No official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any sub-contract in connection with the construction of the Project, shall become 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 to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract sub-contract, insurance contract, or any other contract pertaining to the project.

13. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contractor Agreements, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with this Agreement, or relieve the Contractor of liability in respect to any express warranties, or responsibility for faulty materials or workmanship. The Developer shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work by the City unless a longer period is specified. The City will give notice to the Developer of observed defects with reasonable promptness.

14. PROSECUTION AND PROGRESS

If applicable, any subcontractor agreements will bind subcontractors and the Contractor by the terms of the General Conditions insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontract that the City may exercise over the Developer under any provisions of the Contractor Agreements.

15. CITY'S RIGHT TO WITHHOLD APPROVAL

The Developer agrees to indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishes of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of the Contractor, (ii) the Developer shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived, and (iii) if the Developer fails to perform, the construction project will not be approved for acquisition until the Developer furnished satisfactory evidence that all obligations have been discharged.

16. WARRANTIES

The Developer shall provide that warranties for equipment, products, material and supplies required by the Standard Specifications, Standard Drawings, and Contract Drawings shall commence at the date of filing of the Notice of Completion.

EXHIBIT F

LIST OF SPECIAL CONDITIONS AND SPECIFICATIONS

The acquisition process for Special Improvement District No. 815 (Summerlin Village 25) (the "District") will be administered by the City of Las Vegas (the "City"), in accordance with the Engineer's Report and the articles outlined in the Development and Financing Agreement (the "Agreement") to which this Exhibit F is attached. This Exhibit F and Exhibit E, which is also attached to the Agreement ("Exhibit E"), constitute the entire set of requirements that The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), must adhere to in order for the City to systematically acquire each segment of the Project (as defined in the Agreement). Exhibit E establishes additional criteria that will be required to provide an orderly and systematic method for the Developer to construct the Project and for the City to acquire the Project. Where this Exhibit F contradicts any item in the Contractor Agreements (as defined in Exhibit E), the methodology set forth in this Exhibit F shall be used to change, amend, alter or modify the Contractor Agreements, as required, to provide for the completion and acquisition of the Project.

1. DEVELOPER DRIVEN SPECIAL IMPROVEMENT DISTRICT DEFINITIONS

A special improvement district is a legal device by which the City can permit a developer to utilize the state laws pertaining to assessment districts (NRS 271) in a format that permits the City to use municipal bond fund proceeds to acquire the infrastructure improvements necessary for the District. The municipal bond fund proceeds are used to acquire those infrastructure improvements the district needs to accomplish its intended purpose. The District is a residential community. The infrastructure improvements are those public improvements required to provide necessary services normally provided by the City to projects of similar scope.

As a developer-driven special improvement district, the Developer will build the Project and the City will acquire segments of the Project on behalf of the future property owners using the bond fund proceeds. The future property owners will be assessed on a benefits basis for the amount of the bond proceeds. It is understood that the Contractor (as defined in Exhibit E) will develop the Project on the Developer's behalf. The procedures for this contracting arrangement are normal and usual for the industry. In order to permit this to occur and simultaneously adhere to the requirements of NRS 338.010 through 338.090 inclusive, the following items are hereby made a part of the Agreement.

A. Project and Construction Projects Defined. As specified in the Agreement, the infrastructure improvements that will be built with the proceeds of the sale of municipal bonds are in aggregate referred to as the Project.

B. Bidding and Award of Construction Projects. The general conditions set forth in Exhibit E establish the requirements that are applicable to the bidding and award of each segment of the Project. Such general conditions are modified by these special conditions to

provide for the special nature of the Developer-driven special improvement district. The modifications include the requirements as follows:

i. **Bidding**. The requirement to publicly notice the bid is waived in order to provide the Developer the latitude to work with qualified contractors that understand the unique nature of the land development business and will work with the Developer to achieve his goals.

ii. **Bid Review**. There will be an opening of all bids, if bidding is selected to obtain the most cost effective contractor.

iii. **Award**. The Developer will proceed to award the Project.

iv. **Bid Tabulations** – If the Project is bid, bid tabulations will be prepared by the Developer listing the contractors and their price breakdown for each of the bid items. Where alternate bid items have been permitted the tabulation shall reflect the alternate bid as well.

v. **Combining of Construction Projects**. If the Developer awards two or more segments of the Project, the payment items in the related construction contract will clearly define the pay items associated with each segment of the Project. If this is not possible then the applicable segments of the Project will be acquired at the same time.

vi. **Notices**. The Developer shall provide copies of the following immediately to the City for each segment of the Project at the time of request for reimbursement for the costs of such segment of the Project:

a. **Notice of Award**

b. **Notice to Proceed**

c. **Notice of Acceptance**

2. SUBMISSION FOR AUDIT/ACQUISITION OF EACH SEGMENT OF THE PROJECT

The following includes a series of documents necessary to have a formal acquisition reviewed. These documents will be submitted along with a statement attesting to their authenticity signed by the Developer. The Developer will submit the applicable segment of the Project for acquisition after receipt of written acceptance by the City. A description or explanation of each item to be included with the payment request is as follows:

A. **Cost Tabulation**. Provide an itemized breakdown of all costs associated with the acquisition. It will include, in a summary format, construction costs certified by the Developer's or the Contractor's engineer, including the determination of the final pay quantities, surveying costs, geotechnical costs, engineering costs, fees and other applicable costs provided for in the Agreement to be considered as part of the payment request.

B. **Contract**. The construction agreement with the Contractor must accompany the payment request for each segment of the Project.

C. **Invoices**. Depending upon the nature of the construction contract between the Developer and the Contractor, it is assumed that on a monthly basis the Contractor will submit to the Developer with its progress payment request a statement of work completed and an invoice for payment of services. This and any subcontractor's requests for payment are to be submitted.

D. **Disbursement Records**. Disbursement records, including proof of payment, must be kept and accompany any payment request for Developer funds which are used to pay for each segment of the Project and other costs as provided in A above.

E. **Prevailing Wage; Certified Payroll**. All contracts for the construction of each segment of the Project are required to have the employees of the Contractor compensated with the then prevailing wage. A copy of the certified payroll for the Contractor and any subcontractors must be submitted with each and every payment request.

F. **Change Orders**. In the event a change order is required in order to have the Contractor complete items beyond the scope of the agreement with the Contractor, the change order documents must accompany the request. The actual procedure for having a change order approved and authorized is established during the startup of any construction activity. Change orders will be reviewed at the time they occur and in the period for which payment is necessary. Change orders will not be paid to the Developer until the final acquisition of the segment of the Project is reviewed and only if the segment of the Project contains excess funds and the change order is determined to be legitimate.

G. **Discrepancies/Resolutions**. In the event there are contractual items between the Developer and the Contractor that bear upon the payment request, these items must be submitted, in writing, as part of the request. The City will review the documents and determine if they have any bearing upon the payment request.

H. **Evidence of Acceptance**. For each segment of the Project, evidence of acceptance from the applicable utility or government must accompany the submittal.

I. **Permitting Information** – It is understood that construction permits will be obtained from several agencies in order for each segment of the Project to move forward. Any payments made to obtain permits related to any segment of the Project must be submitted for such segment of the Project. The City also reserves the right to request a copy of each applicable permit.

J. **Liens** – Preliminary Notices and Final Lien Releases will be submitted for all subcontractors and suppliers involved with each segment of the Project.

EXHIBIT G

PREVAILING WAGES

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

2020 PREVAILING WAGE RATES
CLARK COUNTY

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $100,000 BID/AWARDED OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As **Amendments/Revisions** are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
EQUIPMENT GREASER (GREASE TRUCK)
EQUIPMENT GREASER (GREASE TRUCK/MULTI SHIFT)
EQUIPMENT GREASER TUNNEL(GREASE TRUCK)
FENCE ERECTOR
FIELD SOILS AND MATERIAL TESTER
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIVER
PAINTER
PILEDRIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER

Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:

a) The basic hourly rate of pay; and
b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman.
"Bona fide fringe benefit" means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS 338.030.

Please see Assembly Bill 190 for further details on "Bona fide fringe benefits" and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:

- Amendments to the prevailing wage determinations;
- Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates
The zone rate has been added to each applicable craft.

Premium Pay
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	Union or Non-Union Rate
AIR BALANCE TECHNICIAN		Union
Air Balance Technician-Journeyman		77.06
Air Balance Technician-Foreman		81.91
Air Balance Technician-General Foreman		86.76

See AIR BALANCE TECHNICIAN JOB DESCRIPTION

ADD ZONE RATE
In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 30 miles $0.00
Zone 2-31 to 50 miles $2.50
Zone 3-51 to 100 miles $3.50 (including Laughlin)
Zone 4-over 100 miles $5.00

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

ALARM INSTALLER	**(See Amendment 6)**	Union
Alarm Installer		66.43
Alarm Installer Foreman		71.69
Alarm Installer General Foreman		

See ALARM INSTALLER JOB DESCRIPTION

In addition to Alarm Installer rates add the applicable amounts per hour, based on a radius from the intersection of Main and Fremont in Las Vegas:
Zone 1-0 to 25 miles $0.00
Zone 2-25 to 55 miles $2.50
Zone 3-56 miles and over $3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day or a shift.
Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME
1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an

additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR

1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

BOILERMAKER	Union
Boilermaker	65.94

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

BRICKLAYER	Union
Bricklayer-Journeyman	56.83

See BRICKLAYER JOB DESCRIPTION

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	$0.00
41-50 Miles	$2.50
51-70 Miles	$5.00
Over 70 Miles	$7.50

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

ADD PREMIUM PAY **(See Amendment 4)**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

CARPENTER	Union
Carpenter-Journeyman	63.11
Carpenter-Welder	64.11
Carpenter-Foreman	67.07
Carpenter-General Foreman	71.42

See CARPENTER JOB DESCRIPTION

ADD ZONE RATE

In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 40 miles	$0.00

Zone 2-40 to 60 miles	$2.50
Zone 3-Over 60 miles	$4.25
Colorado River Region	$2.00

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

CEMENT MASON	Union
Cement Mason-Journeyman	57.33
Cement Mason-Foreman	61.43
Cement Mason-General Foreman	63.48

See CEMENT MASON JOB DESCRIPTION

ADD ZONE RATE
In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 miles	$0.00
Zone over 50 miles	$4.00

ADD PREMIUM PAY
OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

ELECTRICIAN- COMMUNICATION TECHNICIAN	Union
Installer/Technician	47.44
Senior Installer/Technician	66.43
Installer/Technician Foreman	71.76
Installer/Technician General Foreman	77.09

See ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

ADD ZONE RATE
In addition to ELECTRICIAN-Communication Technician, rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1- 0 to 25 miles	$0.00
Zone 2- 26 to 55 miles	$2.50
Zone 3-56 miles and over	$3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day either before or after a shift.

Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME
1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR
1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR	Union
Groundman	44.04
Lineman	66.56
Foreman	72.94
General Foreman	79.53
Heavy Equipment Operator	54.27

See ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR JOB DESCRIPTION

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

ELECTRICIAN-NEON SIGN	Union
Journeyman	53.90
Foreman	55.90

ELECTRICIAN-NEON SIGN, includes but is not limited to:
1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.
Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

SHIFT DIFFERENTIAL

Second Shift (Swing) will be an additional $0.75 cents per hour.
Third Shift (Graveyard) will be an additional $1.00 per hour.

HIGH TIME (Working at heights)
1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional $2.25 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional $3.25 per hour in addition to their normal rate for a minimum of 4 hours.

FOREMAN
1. First employee on the job must have a CDL and Welder certification and shall be paid $1.00 per hour in addition to their normal rate of pay.
2. When supervising (5) or more workers shall be paid an additional $1.25 per hour.

ELECTRICIAN-WIREMAN	Union
Wireman-Journeyman	66.79
Wireman-Cable Splicer	67.31
Wireman-Foreman	72.16
Wireman-General Foreman	77.53

See ELECTRICIAN WIREMAN JOB DESCRIPTION

ADD ZONE RATE
In addition to ELECTRICIAN-Wireman rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:
Zone 1-0 to 25 miles $0.00
Zone 2-26 to 55 miles $2.50
Zone 3-over 55 miles $3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day either before or after a shift.
Double the regular straight time hourly rate shall be paid for all time:4
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME
1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR
1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

WELDERS

1. Wiremen when welding shall be paid a premium of five percent 5% over their normal rate of pay.

ELEVATOR CONSTRUCTOR	Union
Elevator Constructor-Journeyman Mechanic	73.13
Elevator Constructor-Mechanic In Charge	80.54

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (RACK)	Union
Equipment Greaser (Rack)	74.18

ADD ZONE RATE
In addition to: EQUIPMENT GREASER (RACK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00
Zone 4- over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (GREASE TRUCK)	Union
Equipment Greaser (Grease Truck)	76.77

ADD ZONE RATE
In addition to: EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00
Zone 4- over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (GREASE TRUCK/MULTI-	Union

SHIFT)	
Equipment Greaser (Grease Truck/Multi-Shift)	75.67

ADD ZONE RATE

In addition to: EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles $0.00
Zone 2- 32.5 to 45 miles $3.00
Zone 3- 45 to 60 miles $4.00
Zone 4- over 60 miles $4.50

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER TUNNEL (GREASE TRUCK)	Union
Tunnel, Equipment Greaser (Grease Truck)	76.39

ADD ZONE RATE

In addition to: TUNNEL, EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles $0.00
Zone 2- 32.5 to 45 miles $3.00
Zone 3- 45 to 60 miles $4.00
Zone 4- over 60 miles $4.50

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FENCE ERECTOR	Non-Union
Fence Erector	18.37

FENCE ERECTOR

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)	Union
Field Asphaltic Concrete (Soils and Material tester)	(See Amendment 1) 74.68

ADD ZONE RATE

In addition to: FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 32.5 miles $0.00

Zone 2-32.5 to 45 miles	$3.00
Zone 3-45 to 60 miles	$4.00
Zone 4-over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FIELD SOILS AND MATERIAL TESTER	Union
Field Soils and Material Tester	(See Amendment 1) 74.68

ADD ZONE RATE
In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00
Zone 4- over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FLAGPERSON	Union
Flagperson	55.19

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

ADD ZONE RATE
In addition to: FLAGPERSON rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 Miles	$0.00
Zone 2-50 Miles and Over	$3.75 including Laughlin area

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FLOOR COVERER	Union
Floor Coverer-Journeyman	51.89
Floor Coverer-Foreman	56.76

See FLOOR COVERER JOB DESCRIPTION

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

GLAZIER	Union
Glazier-Journeyman	73.67
Glazier-Foreman	78.24

See GLAZIER JOB DESCRIPTION

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

HIGHWAY STRIPER	Union
Highway Striper	56.69

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

In addition to: HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 Miles $0.00
Zone 2-50 Miles and Over $3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

HOD CARRIER-BRICK MASON TENDER	Union
Brick Mason	57.00

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

ADD LABORER ZONE RATE
In addition to: HOD CARRIER-PLASTERER – BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 Miles	$0.00
Zone 2-50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

HOD CARRIER-PLASTERER TENDER	Union
Plasterer Tender-Journeyman	58.09
Plasterer Tender-Foreman	Foreman $3.00 above highest paid journeyman supervised.
Plasterer Tender-General Foreman	General Foreman $3.00 above highest paid foreman supervised.

See HOD CARRIER-PLASTERER TENDER

ADD LABORER ZONE RATE
In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 Miles	$0.00
Zone 2-50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

IRON WORKER	See Amendment 5	Union
Ironworker-Journeyman		73.30

Ironworker-Foreman	77.30
Ironworker-General Foreman	

See IRON WORKER JOB DESCRIPTION

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

LABORER	**Union**
SEE GROUP CLASSIFICATIONS	
Group 1	56.69
Group 2	56.90
Group 3	57.00
Group 4	57.09
Group 5	57.19
Group 6A	59.85
Group 6B	59.35
Group 6C	59.10
Group 6D	59.71
Group 6E	59.35
Group 7	57.00
Foreman $3.00 above highest paid journeyman supervised.	
General Foreman $3.00 above highest paid foreman supervised.	

See LABORER JOB DESCRIPTION

ADD LABORER ZONE RATE
In addition to: LABORER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 Miles $0.00
Zone 2-50 Miles and Over $3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

MECHANICAL INSULATOR	Union
Mechanical Insulator-Journeyman	65.98
Mechanical Insulator-Foreman	69.68
Mechanical Insulator-General Foreman	73.38

See MECHANICAL INSULATOR JOB DESCRIPTION

ADD ZONE RATE
In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a road miles figured from Clark County Courthouse:
Zone 1-20-45 miles- $3.75
Zone 2-45-75 miles- $5.00
Zone 3-75-150 miles- $7.50
Zone 4-150 miles and over- $8.75

ADD PREMIUM PAY **(SEE AMENDMENT 3)**
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

MILLWRIGHT	Union
Millwright-Journeyman	64.11
Millwright-Welder	65.11
Millwright-Foreman	67.90
Millwright-General Foreman	72.07

See MILLWRIGHT JOB DESCRIPTION

ADD ZONE RATE
In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from Maryland Parkway and Charleston:
Zone 1- 0-20 miles $0.00
Zone 2- 20-40 miles $2.50
Zone 3- over 40 miles $4.25

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER	Union
SEE GROUP CLASSIFICATIONS	
Group 1	73.59
Group 2	74.54
Group 3	74.83
Group 4	76.32
Group 5	77.42
Group 6	76.54
Group 7	77.64
Group 8	76.65
Group 9	77.75
Group 10	76.77
Group 11	77.87
Group 12	76.94
Group 13	77.04
Group 14	77.07

Group 15	77.15
Group 16	77.27
Group 17	77.44
Group 18	77.54
Group 19	77.65
Group 20	77.77
Group 21	77.94
Group 22	78.04
Group 23	78.15
Group 24	78.27
Group 25	78.44
Add $.50 per hour for "Special" Shift	
Add $1.00 per hour for "Multiple" Shift	

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00
Zone 4- over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER: CRANES, PILEDRIVING, & HOISTING EQUIPMENT	Union
SEE GROUP CLASSIFICATIONS	
Group 1	
Engineer Oiler	77.27
Forklift Operator	76.18
Group 2	
Truck Crane Oiler	76.32
Group 3	
A-Frame or Winch Truck Operator	76.32
Ross Carrier Operator (Jobsite)	76.32
Group 4	
Bridge-Type Unloader and Turntable Operator	76.32
Helicopter Hoist Operator	76.32
Group 5	

Hydraulic Boom Truck (Pitman)	76.54
Stinger Crane (Austin-Western or Similar Type)	
Tugger Hoist Operator (1 Drum)	76.54
Group 6	
Bridge Crane Operator	76.65
Cretor Crane Operator	76.65
Hoist Operator (Chicago Boom and Similar Type)	76.65
Lift Mobile Operator	76.65
Lift Slab Machine Operator (Vagtborg and Similar Types)	76.65
Material Hoist/Manlift Operator	76.65
Polar Gantry Crane Operator	76.65
Self Climbing Scaffold (or Similar Type)	76.65
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	76.65
Silent Piler	76.65
Tugger Hoist Operator (2 Drum)	76.65
Group 7	
Pedestal Crane Operator	76.77
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	76.77
Tower Crane Repairman	76.77
Tugger Hoist Operator (3 Drum)	76.77
Group 8	
Crane Operator (up to and including 25 ton capacity)	78.74
Crawler Transporter Operator	76.94
Derrick Barge Operator (up to and including 25 ton capacity)	76.94
Hoist Operator, Stiff Legs, Guy Derrick or Simila76.94r Type (up to and including 25 ton capacity)	76.94
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	76.94
Group 9	
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	78.74
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	77.11

Highline Cableway Operator	77.11
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	77.11
K-Crane	77.11
Polar Crane Operator	77.11
Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator)	77.11
Group 10	
Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	80.16
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	78.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	78.11
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	80.16
Group 11	
Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	80.66
Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	79.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over100 tons, up to and including 200 tons M.R.C.)	79.11
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	80.66
Tower Crane Operator and Tower Gantry	81.11
Group 12	
Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	83.30
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	80.11
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	80.11
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	83.30
Group 13	
Crane Operator (over 300 tons)	84.67
Derrick Barge Operator (over 300 tons)	81.11
Helicopter Pilot	81.11

Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	81.11
Mobile Tower Crane Operator (over 300 tons)	84.67
Add $ .50 per hour for "Special" Shift	
Add $1.00 per hour for "Multiple" Shift	

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: CRANES, PILEDRIVING AND HOISTING EQUIPMENT rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00
Zone 4- over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER-SURVEYOR	Union
SEE GROUP CLASSIFICATIONS	
Group 1	75.51
Group 2	76.32
Group 3	76.54
Group 4	76.82
Group 5	76.94
Group 6	77.04
Group 7	77.07
Group 8	77.44
Group 9	77.57
Group 10	78.07

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER-SURVEYOR rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 32.5 miles	$0.00
Zone 2- 32.5 to 45 miles	$3.00
Zone 3- 45 to 60 miles	$4.00

Zone 4- over 60 miles $4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER –TUNNEL	Union
SEE GROUP CLASSIFICATIONS	
Group 1	75.44
Group 2	76.39
Group 3	76.68
Group 4	76.82
Group 5	77.04
Group 6	77.15
Group 7	77.27
Group 8	77.44
Group 9	77.57

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER-TUNNEL rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 32.5 miles $0.00
Zone 2- 32.5 to 45 miles $3.00
Zone 3- 45 to 60 miles $4.00
Zone 4- over 60 miles $4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PAINTER	Union
Painter-Journeyman	59.71
Painter-Foreman	63.40

See PAINTER JOB DESCRIPTION

ADD ZONE RATE
Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1- 0 to 40 miles $0.00
Zone 2- 41 to 60 miles $2.50
Zone 3- over 60 miles $4.25

Laughlin $2.00

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

PILEDRIVER	Union
Driverman, Rigman, Bridge and Dock Carpenter	63.31
Certified Welder	64.31
Piledriver-Foreman	67.29
Diver-Diving (wet pay)	113.03
Stand-By Diver	68.29
Tender	67.29

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PLASTERER	Union
Plasterer-Journeyman	55.81
Plasterer-Foreman	59.77
Plasterer-General Foreman	61.76

See PLASTERER JOB DESCRIPTION

ADD ZONE RATE
In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:
Zone 1-0 to 50 miles $0.00
Zone over 50 miles $4.00

ADD PREMIUM PAY

OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

HIGH TIME – On jobs where employees are required to work from swinging scaffold, suspended from a rope or cable, bosun chair, brackets, cantilevers or outrigger from the ground, they shall receive an additional one dollar ($1.00) per hour.

NOZZLE MAN – The nozzle man applying fireproofing material shall receive an additional $2.00 per hour for the period in which he operates any nozzle.

PLUMBER/PIPEFITTER	Union
Plumber/Pipefitter-Journeyman	68.73
Plumber/Pipefitter -Foreman	73.34
Plumber/Pipefitter -General Foreman	77.93

PLUMBER, includes but is not limited to:
Installation of all plumbing, pipe fitting, and refrigeration systems and component parts thereof, including fabricating, assembling, erecting, installing, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description, the unloading and setting of kitchen equipment, the testing and balancing of all plumbing and pipefitting systems or component parts thereof, the operation of pumps, air compressors and welding machines, as well as equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device.

ADD ZONE RATE
In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-0-20 miles	$0.00
Zone 2-21-45 miles	$3.75
Zone 3-46-75 miles	$7.50
Zone 4-76 miles and over	$11.25

ADD PREMIUM PAY
Holidays - All work performed on the following holidays shall be paid at two (2) times the regular hourly wages: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

Overtime – Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (I ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts shall be observed.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employees own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

REFRIGERATION	Union
Refrigeration-Journeyman	68.73
Refrigeration-Foreman	73.34
Refrigeration-General Foreman	77.93

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ADD ZONE RATE
In addition to REFRIGERATION MECHANIC rates employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-0-20 miles	$0.00
Zone 2-20-45 miles	$3.75
Zone 3-45-75 miles	$7.50
Zone 4-75 miles and over	$11.25

ADD PREMIUM PAY
Holidays - All work performed on the following holidays shall be paid at two (2) tim Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above

holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.
Overtime - Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (1½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (1 ½) hour lunch period on the employee's own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

ROOFER	Union
(Does not include sheet metal roofs)	
Roofer-Journeyman	38.65
Roofer-Foreman	44.43

ROOFER

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

SHEET METAL WORKER	Union
Sheet Metal-Journeyman	77.06
Sheet Metal-Foreman	81.91
Sheet Metal-General Foreman	86.76

See SHEET METAL WORKER JOB DESCRIPTION

ADD ZONE RATE
In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 30 miles	$0.00
Zone 2-31 to 50 miles	$2.50
Zone 3-51 to 100 miles	$3.50 (including Laughlin)
Zone 4-over 100 miles	$5.00

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

SPRINKLER FITTER	Union
Sprinkler Fitter-Journeyman	59.57
Sprinkler Fitter-Foreman	62.32
Sprinkler Fitter-General Foreman	64.57

SPRINKLER FITTER
Includes but is not limited to:
Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TAPER	
Taper	59.71

See TAPER JOB DESCRIPTION

ADD ZONE RATE
Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1- 0 to 40 miles	$0.00
Zone 2- 41 to 60 miles	$2.50
Zone 3- over 60 miles	$4.25
Laughlin	$2.00

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight

time rate.

2. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

TILE SETTER/TERRAZZO WORKER/MARBLE MASON	Union
Tile Setter/Terrazzo Worker/Marble Mason- Finisher	41.93
Tile Setter	56.78
Terrazzo Worker/Marble Mason	69.41

See TILE SETTER/TERRAZZO WORKER/MARBLE MASON- FINISHER JOB DESCRIPTION
See TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION

ADD ZONE RATE
In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, for jobs located over forty (40) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	$0.00
41-50 Miles	$3.75
51-70 Miles	$5.00
Over 71 Miles	$10.00

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TRAFFIC BARRIER ERECTOR	Union
Traffic Barrier Erector	56.69

TRAFFIC BARRIER ERECTOR, includes but is not limited to:
Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

In addition to: TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 50 Miles	$0.00
Zone 2-50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TRUCK DRIVER	
SEE GROUP CLASSIFICATIONS	Union
Group 1	58.02
Group 2	58.12

Group 3	58.33
Group 4	58.57
Group 5	58.66
Group 6	59.01
Foreman $1.00 above highest paid journeyman supervised.	

TRUCK DRIVER, includes but is not limited to:
Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work.
(Also, see descriptions listed with Truck Driver rates, if any)

ADD ZONE RATE
In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:

Zone 1-0 to 20 miles	$0.00
Zone 2-20 to 40 miles	$1.50
Zone 3-40 to 60 miles	$2.50
Zone 4-Over 60 miles	$3.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

WELL DRILLER	Non-Union
Well Driller	42.60

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

GROUP CLASSIFICATIONS

LABORER

Group 1

- Construction Clean-Up
- Dry packing of concrete & filling of form bolt holes
- File grader, highway & street paving, airport runways & similar type heavy construction
- Gas & oil pipeline laborer
- Guinea chaser
- Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)
- Laborer, packing rod steel & pans
- Laborer, temporary water lines (portable type)
- Landscape gardener
- Nurseryman
- Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials
- Underground laborer, including caisson bellowers
- Scaffold Erector (under 14 ft.)
- Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)
- Materials Handler – (incidental to trade)
- Tool Crib
- Light Crib
- Light Tool Repairman
- Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to follow the landscape plan.)
- Mechanical Stabilized Earth Wall
- Construction Clean Up
- Certified Firewatch

Group 2

- Asphalt raker, ironer, spreader, luteman
- Buggymobile man
- Cement dumper (on one yard or larger mixers & handling bulk cement)
- Cesspool digger and installer
- Chucktender (except tunnels)
- Concrete core cutter
- Concrete curer, impervious membrane and oiler of all materials
- Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
- Gas and oil wrapper, pot tender and form man
- Making and caulking of all non-metallic pipe joints
- Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
- Operator of cement grinding machine
- Riprap stonepaver

- Roto-scraper
- Sandblaster (pot tender)
- Scaler
- Septic tank digger and installer (lead man)
- Tank scaler and cleaner
- Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3

- Cutting torch operator
- Gas and oil pipeline wrapper
- Gas and oil pipeline laborer, certified
- Jackhammer and/or pavement breaker
- Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile
- Mudcutter
- Concrete vibrator operator, all sizes
- Rock slinger
- Scaler (using bos'n chair or safety belt or power tools)
- Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
- Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile.
- Cement dumper (on one yard or larger mixers and handling bulk cement
- Concrete core cutter
- Concrete curer, impervious membrane and oiler of all materials
- Decorative rock installer (ponds, waterfalls, etc.)
- Shotcrete/gunite

Group 4

- Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
- Head rock slinger
- Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
- Sandblaster (nozzleman)
- Steel header-board man

Group 5

- Driller (core, diamond or wagon)
- Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
- Gas and oil pipeline fusion
- Gas and oil pipeline wrappers, 6" pipe and over

Group 6

- Miner and Bullgang

Group 7

- Asbestos Abatement
- Lead Abatement

- Hazardous Waste Abatement
- Petro-Chemical Abatement
- Radiation Remediation
- Microbial Remediation
- $.50 wage rate above group III when wearing protective suite or respirator
- Employees shall be properly certified and/or licensed at time of dispatch.

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Bargeman
- Blade Operator Assistant
- Brakeman
- Compressor Operator
- Ditch Witch, with seat or similar type equipment
- Elevator Operator - inside
- Engineer Oiler
- Forklift Operator (under 5 Tons)
- Generator Operator
- Generator, Pump or Compressor Plant Operator
- Pump Operator
- Signalman
- Steam Cleaner/Pressure Washer
- Switchman

Group 2

- Asphalt-Rubber Plant Operator (Nurse Tank Operator)
- Concrete Mixer Operator - Skip type
- Conveyor Operator
- Fireman
- Forklift Operator (over 5 Tons)
- Hydrostatic Pump Operator
- Oiler Crusher (Asphalt or Concrete Plant)
- PJU Side Dump Jack
- Rotary Drill Helper (Oilfield)
- Screening and Conveyor Machine Operator (or similar types)
- Skiploader (wheel type up to ¾ yd. without attachment)
- Tar Pot Fireman
- Temporary Heating Plant Operator
- Trenching Machine Oiler

Group 3

- Asphalt-Rubber Blend Operator
- Bobcat or similar type (Skid Steer)
- Ford Ferguson (with dragtype attachments)
- Helicopter Radioman (ground)
- Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4

- Asphalt Plant Fireman

- Backhoe Operator (Mini-Max or similar type)
- Boring Machine Operator
- Boring System Electronic Tracking Locator
- Boxman or Mixerman (Asphalt or Concrete)
- Chip Spreading Machine Operator
- Concrete Cleaning Decontamination Machine Operator
- Concrete Pump Operator (small portable)
- Drilling Machine Operator, Small Auger Types (Texoma Super
- Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
- Guard Rail Post Driver Operator
- Highline Cableway Signalman
- Horizontal Directional Drilling Machine
- Hydra-Hammer-Aero Stomper
- Micro Tunneling (above ground tunnel)
- Power Concrete Curing Machine Operator
- Power Concrete Saw Operator
- Power - Driven Jumbo Form Setter Operator
- Power Sweeper Operator
- Rock Wheel Saw/Trencher
- Roller Operator (compacting)
- Screed Operator (Asphalt or Concrete)
- Trenching Machine Operator (up to 6 ft.)
- Vacuum or Muck Truck

Group 5

No current classification

Group 6

- Articulating Material Hauler
- Asphalt Plant Engineer
- Batch Plant Operator
- Bit Sharpener
- Concrete Joint Machine Operator (canal and similar type)
- Concrete Planer Operator
- Dandy Digger
- Deck Engine Operator
- Derrickman (Oilfield type)
- Drilling Machine Operator, Bucket or Auger Types (Calweld 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
- Drilling Machine Operator (including water wells)
- Hydrographic Seeder Machine Operator (straw, pulp or seed)
- Jackson Track Maintainer, or similar type
- Kalamazoo Switch Tamper, or similar type
- Machine Tool Operator
- Maginnis Internal Full Slab Vibrator
- Mechanical Berm, curb or gutter (concrete or asphalt)
- Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)

- Micro Tunnel System (below ground)
- Pavement Breaker Operator (truck mounted)
- Road Oil Mixing Machine Operator
- Roller Operator (asphalt or finish)
- Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck) Self-Propelled Tar Pipelining Machine Operator
- Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
- Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types)
- Tugger Hoist Operator (1 drum)
- Ultra High Pressure Waterjet Cutting Tool System Operator
- Vacuum Blasting Machine Operator
- Welder - General

Group 7

- Welder - General (Multi-Shift)

Group 8

- Asphalt or Concrete Spreading Operator (Tamping or Finishing)
- Asphalt Paving Machine Operator (Barber Greene or similar type)
- Asphalt-Rubber Distributor Operator
- Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar.
- Cast in Place Pipe Laying Machine Operator
- Combination Mixer and Compressor Operator (Gunite Work)
- Compactor Operator - self propelled
- Concrete Mixer Operator - Paving
- Crushing Plant Operator (Non Portable)
- Drill Doctor
- Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
- Elevating Grader Operator
- Grade Checker
- Gradall Operator
- Grouting Machine Operator
- Heavy Duty Repairman
- Heavy Equipment Robotics Operator
- Kalamazoo Balliste Regulator or similar type
- Kolman Belt Loader and similar type
- Le Tourneau Blob Compactor or similar type
- Loader Operator (Athey, Euclid, Sierra and similar types)
- Master Environmental Maintenance Mechanic
- Mobark Chipper or similar types
- Ozzie Padder or similar types
- PC 490 Slot Saw
- Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
- Portable Crushing Plant Operator
- Pumpcrete Gun Operator

- Rock Drill or similar types
- Rotary Drill Operator (excluding Caison type)
- Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
- Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
- Self-Propelled Curb and Gutter Machine Operator
- Shuttle Buggy
- Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
- Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
- Surface Heaters and Planer Operator
- Tractor Compressor Drill Combination Operator
- Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
- Tractor Operator (boom attachments)
- Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
- Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
- Ultra High Pressure Waterjet Cutting Tool System Mechanic
- Water Pull (compaction)

Group 9

- Heavy Duty Repairman (Multi-Shift)

Group 10

- Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
- Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
- Dual Drum Mixer
- Heavy Duty Repairman-Welder Combination
- Monorail Locomotive Operator (diesel, gas or electric)
- Motor Patrol - Blade Operator (single engine)
- Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
- Pneumatic Pipe Ramming Tool and similar types
- Pre-Stressed Wrapping Machine Operator (2 Operators required)
- Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
- Tower Crane Repairman
- Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
- Welder-Certified
- Woods Mixer Operator (and similar Pugmill equipment)

Group 11

- Dynamic Compactor LDC350 (or similar types)
- Heavy Duty Repairman-Welder Combination (Multi-Shift)
- Welder-Certified (Multi-Shift)

Group 12

- Auto Grader Operator
- Automatic Slip Form Operator
- Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
- Hoe Ram or similar with Compressor
- Mass Excavator Operator - Less than 750 cu. yds.
- Mechanical Finishing Machine Operator
- Mobile Form Traveler Operator
- Motor Patrol Operator (multi-engine)
- Pipe Mobile Machine Operator
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
- Vermeer Rock Trencher (or similar type)

Group 13

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14

- Canal Liner Operator (not less than four (4) employees – Operator, Oiler, Welder, Mechanic, Grade Checker required)
- Canal Trimmer Operator
- Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar ($1.00) per hour additional to base rate)
- Wheel Excavator Operator (over 750 cu. yds. per hour)

Group 15

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (multiple engine - up to and including 25 yds. struck)

Group 16

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 17

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Group 18

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

Group 19

- Rotex Concrete Belt Operator (or similar types)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

Group 20

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 21

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Group 22

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

Group 25
- Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT

Group 1
- Engineer Oiler
- Forklift Operator

Group 2
- Truck Crane Oiler

Group 3
- A-Frame or Winch Truck Operator
- Ross Carrier Operator (jobsite)

Group 4
- Bridge-Type Unloader and Turntable Operator
- Helicopter Hoist Operator

Group 5
- Hydraulic Boom Truck (Pitman)
- Stinger Crane (Austin-Western or similar type)
- Tugger Hoist Operator (1 drum)

Group 6
- Bridge Crane Operator
- Cretor Crane Operator
- Hoist Operator (Chicago Boom and similar type)
- Lift Mobile Operator
- Lift Slab Machine Operator (Vagtborg and similar types)
- Material Hoist/Manlift Operator
- Polar Gantry Crane Operator
- Self Climbing Scaffold (or similar type)
- Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
- Silent Piler
- Tugger Hoist Operator (2 drum)

Group 7
- Pedestal Crane Operator
- Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
- Tower Crane Repairman

- Tugger Hoist Operator (3 drum)

Group 8
- Crane Operator (up to and including 25 ton capacity)
- Crawler Transporter Operator
- Derrick Barge Operator (up to and including 25 ton capacity)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)
- Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

Group 9
- Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
- Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
- Highline Cableway Operator
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)
- K-Crane
- Polar Crane Operator
- Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).
-

Group 10
- Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
- Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)
- Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Group 11
- Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
- Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C)
- Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
- Tower Crane Operator and Tower Gantry

Group 12
- Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)
- Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)
- Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Group 13
- Crane Operator (over 300 tons)
- Derrick Barge Operator (over 300 tons)
- Helicopter Pilot
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
- Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS

Group 1
- Chainman

Group 2
- Rodman

Group 3
- Instrument man

Group 4
- Global Position Systems Chainman and Rodman
- Hydrographic Engineering Technician I (Chainman)

Group 5
- Party Chief

Group 6
- E.D.M. or Fathometer Instrument man

Group 7
- Certified Party Chief

Group 8
- Hydrographic Engineer Party Chief

Group 9
- Certified Hydrographic Engineer Party Chief
- Global Position Systems Party Chief

Group 10
- Chief of Parties
- Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1
- Heavy Duty Repairman Helper

Group 2
- Skiploader (wheel type up to ¾ yd. without attachment)

Group 3
- Power - Driver Jumbo Form Setter Operator

Group 4

- Dinkey Locomotive or Motorman (up to and including 10 tons)

Group 5

- Bit Sharpener
- Equipment Greaser (Grease Truck)
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
- Tugger Hoist Operator (1 drum)
- Tunnel Locomotive Operator (over 10 and up to and including 30 tons)
- Welder - General

Group 6

- Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar
- Drill Doctor
- Grouting Machine Operator
- Heading Shield Operator
- Heavy Duty Repairman
- Jumbo Pipe Carrier
- Loader Operator (Athey, Euclid, Sierra and similar types)
- Mucking Machine Operator (1/4 yd.)
- Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
- Pneumatic Heading Shield (tunnel)
- Pumpcrete Gun Operator
- Tractor Compressor Drill Combination Operator
- Tugger Hoist Operator (2 drum)
- Tunnel Locomotive Operator (over 30 tons)

Group 7

- Heavy Duty Repairman-Welder Combination

Group 8

No current classification

Group 9

- Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1

- Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

Group 2

- Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000

gal), truck greaser, drivers of busses (on jobsite used for transportation or more than sixteen (16) passengers), warehouse clerk.

Group 3

- Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

Group 4

- Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over) drivers of fuel and water trucks (6,000 gallon and over).

Group 5

- Drivers of trucks and trailers in combination (six axles or more).

Group 6

- All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

EXHIBIT H

LIST OF CITY DOCUMENTS

1. Creation Ordinance to be adopted.

2. Assessment Ordinance to be adopted.

3. Bond Ordinance to be adopted.

4. Purchase Contract between the City and Stifel, Nicolaus & Company, Incorporated, to be executed.

5. Trust Indenture between the City of Las Vegas and The Bank of New York Mellon Trust Company, N.A., to be executed.

EXHIBIT I

ASSESSMENT ROLL

APN: 137-27-110-001 ETAL

WHEN RECORDED RETURN TO:
City of Las Vegas
Department of Public Works
Special Improvement District Section
333 North Rancho Drive – 9TH Floor
Las Vegas, Nevada 89106

City of Las Vegas

FINAL ASSESSMENT ROLL

Special Improvement District No. 815

SUMMERLIN VILLAGE 25

ASSESSMENT ROLL
City of Las Vegas
Special Improvement District No. 815
Summerlin Village 25

The assessment roll by APN is shown below:

Assessment No.	Assessor Parcel No.	Assessment Amount	Owner Name and Address
1	Village 25	$ 22,750,000	The Howard Hughes Company, LLC
	137-27-110-001 thru 006	(See Note)	10801 West Charleston Blvd. 3rd Floor
	137-27-215-001 thru 005		Las Vegas, NV 89135
	137-15-801-002		
	137-21-801-003		
	137-22-301-004		
	137-22-401-002		
	137-22-401-003		
	137-22-410-001 thru 003		
	137-22-499-001		
	137-22-811-001 & 002		
	137-22-899-002		
	137-27-299-001 & 003		
	137-27-510-005		
	137-27-511-001 thru 003		
	137-27-512-001 thru 006		
	137-27-617-001 thru 005		
	137-27-599-003 & 004		
	137-27-699-003 & 005		
	Total Assessment:	$ 22,750,000	

Note: As described on the attached metes and bounds descriptions. The Assessor parcel numbers are provided for informational purposes only.

SUMMERLIN VILLAGE 25

SID DESCRIPTION

PARCELS 1 AND 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 125 OF PARCEL MAPS, PAGE 11 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
AND
LOT 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 125 OF PARCEL MAPS, PAGE 15 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT J

PERMITS REQUIRED

- Clark County Department of Air Quality- Dust Control Permit for Construction Activities
- Issuance of appropriate grading and building permits pursuant to City Code Title 16
- City of Las Vegas Public Works Offsite construction permits
- Amendment of City General Plan (GPA) to conform to development plans
- Approval of land use categories pursuant to City Unified Development Code Title 19.10
- Approval of subdivision and parcel maps and applicable fees pursuant to City Unified Development Code Title 19.16.010.C
- Model Home permits pursuant to City Unified Development Code Title 19.16.090C
- Connection and other fees as required by City Sanitation and Las Vegas Valley Water District pursuant to applicable Service Rules
- Desert Tortoise Habitat Conservation fee pursuant to City Code Chapter 19.02.300
- Nevada Division of Environmental Protection - Construction Storm Water Permit
- Sign and billboard permits pursuant to City Code Chapter 17.12
- Residential construction tax pursuant to City Code Chapter 4 24
- Other permits and fees as currently existing or hereafter adopted by the City or other government or quasi-governmental entity or agency

EXHIBIT K

CITY OF LAS VEGAS
SPECIAL IMPROVEMENT DISTRICT NO. 815 INFORMATION FORM

Dear Property Owner,

You are about to purchase a property in SPECIAL IMPROVEMENT DISTRICT NO. 815 of the City of Las Vegas. Below are some commonly asked questions regarding Special Improvement Districts. Please take the time to read through all of the information. After reading the information, please sign, date, and mail the form.

Why was the Improvement District Created?

In May, 2020, the City of Las Vegas issued $[_____] in bonds to fund the acquisition and construction of certain street, water, sewer, storm sewer, and drainage improvements specifically benefiting property located in the City's Special Improvement District No. 815. The owner of your property at the time the District was created acknowledged and agreed that your property was benefitted by an amount at least equal to the assessments to be levied thereon from the construction of that portion of the above improvements that could be financed with the net proceeds of the bonds. By purchasing the property, you are agreeing and acknowledging to the same.

What are my assessment installment payments used for?

To repay the principal and interest on the bonds issued to finance the cost of the street, water, sewer, storm sewer, and drainage improvements.

Who is responsible for payment?

Each assessment constitutes a lien on the property similar to property tax and must be paid by the property owner.

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due April 1 and October 1 of each year until October 1, 2049. Late Penalties for delinquent installments can be substantial. To avoid late penalties and potential sale and foreclosure proceedings, please pay the minimum amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time. The current Payoff Amount is indicated on the front of the assessment bill you will receive. This amount is valid only if received on, or prior to, the Due Date. Assessments can also be partially pre-paid. Partial prepayments must be indicated on the payment coupon.

Is there a premium charged for prepaying my assessment?

Yes. The prepayment premium is 3% of the outstanding principal balance.

What happens if I sell my home?

The remaining assessment is transferred to the new owner at the time of sale.

Are there penalties for failure to pay/underpayment of assessment installments?

Yes, if an assessment payment is not received by the Due Date indicated on the bill, a late penalty of 2% of the total outstanding assessment will be imposed per month. In addition, failure to pay an assessment installment when due may cause the whole amount of the outstanding assessment to become due and payable immediately as a result of the commencement of sale or foreclosure proceedings.

What about Overpayments?

If an overpayment is received, the amount of the overpayment will be credited in the manner indicated on the payment coupon. If no selection is indicated, the overpayment will be applied in accordance with policy established by the City.

Is my assessment limited to the property I own?

Yes. The assessment levied on any property owner's parcel is limited to that individual piece of property. As a property owner, you will never be liable for any other owners' assessments.

Where can I get further information about the Improvement District or my bill? Call (702) 229-4942.

PLEASE SIGN BELOW.

Buyer:_____ Date:_____ Principal Amount Assumed: $_____

APN: _____

Title Company:_____ Date:_____

Please mail original signed copy to:

City of Las Vegas-Summerlin, Treasurer's Office, 495. S. Main St., Las Vegas, NV 89101

EXHIBIT L

DEVELOPER PAYMENT REQUEST FORM

Date: _____

To: Department of Public Works
Attn: David Bowers
333 N. Rancho Dr.
Las Vegas, NV 89106

Dear Mr. Bowers:

Attached please find documentation [including lien releases] evidencing a payment request in the total amount of $_____. The payment request is as contemplated by described in the Financing Agreement for the expenses and costs heretofore paid by the Developer and listed in the attached itemized statement, as contemplated by the Development and Financing Agreement between us and the City of Las Vegas dated _____, 2020: (itemize and detail expenses or costs on an attached sheet(s))

Please remit payment to the following party and address:

Thank you.

THE HOWARD HUGHES COMPANY, LLC

By:_____

Title:_____

Approved for payment:

_____

[Engineering Representative of City]

Date: _____

_____

[Finance Representative of City]

Date:_____

EXHIBIT M

FORM OF GUARANTY

GUARANTY

This Guaranty ("Guaranty") is made and entered into as of the ___day of May, 2020, by Howard Hughes Properties, Inc., a Nevada corporation ("Guarantor"), and delivered to the City of Las Vegas ("City"), a political subdivision of the State of Nevada, with respect to the following facts and circumstances:

A. The City of Las Vegas City Council proposes to establish the City of Las Vegas, Nevada, Improvement District No. 815 (Summerlin Village 26) (the "District") pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS") and to sell certain limited obligation special assessment bonds (the "Bonds") for the purpose of constructing certain public improvements in the District.

B. In order to provide moneys for the payment of principal, interest and premium, if any, on the Bonds, The Howard Hughes Company, LLC, a Delaware limited liability company ("Developer"), as the property owner in the District or the irrevocably appointed and authorized agent of the contract owner of the property for the purpose of executing any agreement on behalf of the contract owner in connection with the establishment of the District, was required, pursuant to NRS 271.710 and 271.720 to enter into a written agreement for the acquisition or construction, or both, of such public improvements, designated in connection with the District as the "Development and Financing Agreement" and dated as of April 1, 2020 (the "Agreement"), by and between Developer and the City. The Agreement provides for assessments, as more specifically described in the Agreement, on the property within the District, which constitute a lien on such property (the "Assessment" or "Assessments").

C. Any terms used herein and not otherwise defined shall have the meaning given them in the Agreement.

In consideration of the City's issuance of the Bonds to finance improvements, Guarantor has agreed, at the request of Developer and the City, to guarantee unconditionally certain terms of the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor, as a separate and independent obligation of Guarantor to the City, agrees with the City as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS

Guarantor makes the following representations and warranties which shall be continuing representations and warranties, as long as any of Developer's obligations to perform under Article 1 and Article 3 of the Agreement have not been fully and satisfactorily performed.

Section 1.01 Guaranty Binding. This Guaranty is a valid and legally binding obligation

of Guarantor enforceable in accordance with its terms.

Section 1.02 No conflict. The execution and delivery of this Guaranty are not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Guarantor or Developer is a party.

ARTICLE II. GUARANTY

Section 2.01 Guaranty. Guarantor unconditionally guarantees and promises to:

(1) In the event Developer fails to do so, pay all costs of engineering design, appraisals, environmental work, property acquisition, title work and engineering services for the Project for which Developer is obligated under the Agreement and which are incurred or due and payable prior to the time Bonds are issued for the District or in the event bonds are not issued.

(2) In the event the cost of construction together with all other costs paid from the proceeds of the Bonds issued for the District exceeds the amount of the proceeds of those Bonds available for payment of those costs, and should Developer fail to do so, pay in cash the amount of any such cost overruns when due.

(3) In the event Developer fails to do so, and other moneys are not available for payment of such costs, remedy any defects in any subproject and pay for any damage to other work resulting therefrom which shall appear within one (1) year from the date of transfer of title of that subproject to the City or other applicable government, or such longer periods as may be required by the City or other applicable government.

(4) In the event Developer fails to do so, protect and indemnify and hold the City, its officers or employees and agents and each of them harmless as provided in Article 3 of the Agreement.

(5) In the event the Developer fails to do so, otherwise fully and satisfactorily perform all of the Developer's obligations under Article 1 and Article 3 of the Agreement.

Section 2.02 Limitation. This Guaranty extends to those obligations of the Developer which are described in Section 3.13 of the Agreement as being personal obligations of the Developer, but does not extend to those assessment obligations described in that Section 3.13 of the Agreement as relating only to the Developer's property.

ARTICLE III. MISCELLANEOUS

Section 3.01 Governing Law; Jurisdiction and Venue. This Guaranty shall be governed by and construed in accordance with the laws of the State of Nevada. In the event that the City in its sole and absolute discretion, determines that it is necessary to enforce its rights hereunder through litigation, Guarantor hereby consents to the jurisdiction of any federal or state court in the State of Nevada over such litigation. The Parties stipulate to venue in such courts in Clark County, Nevada.

Section 3.02 Modification. The parties to the Agreement shall not enter into any alteration or modification thereof which would in any way increase the extent of the Guarantor's obligations hereunder, or which would make performance by the Developer more difficult, without first obtaining Guarantor's written consent. Guarantor shall have the benefit of any modification of the obligations of Developer under the Agreement, and shall also have the benefit of any settlement, compromise, or adjustment of any claims of the City arising out of the Agreement.

Section 3.03 Waivers. Guarantor waives any right to require the City to proceed against any other person liable for performance guaranteed hereby, to proceed against or exhaust any security held from any other person or to pursue any other remedy, including without limitation any remedy against Developer, and Guarantor understands and acknowledges that any demand upon Guarantor to perform under this Guaranty may, at the sole and absolute option of the City, be enforced against Guarantor as a separate and independent action apart from the obligation of the Developer that is secured by this Guaranty. Guarantor understands and acknowledges that NRS 40.430 does not apply to this Guaranty, and if it should ever be interpreted as applying, Guarantor specifically waives any right that it may otherwise have under and by virtue of NRS 40.430. The City may, at its election, exercise any right or remedy it may have against any other person or any security held by the City, without affecting or impairing in any way the liability of Guarantor hereunder, except to the extent the obligations guaranteed hereby are fully and satisfactorily performed, and Guarantor waives any defense arising out of the absence, impairment or loss of any right of reimbursement, contribution or subrogation or any other right or remedy of Guarantor against any security whether resulting from such election by the City or otherwise.

Section 3.04 Notice. All notices, demands, instructions, and other communications required or permitted to be given to, or made upon, any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the CITY:	City of Las Vegas, Nevada c/o City Manager 495 S. Main St. Las Vegas, NV 89101
If to the DEVELOPER:	Use same address as in District Development and Financing Agreement
If to the GUARANTOR:	Same address as Developer

If any notice hereunder is given to the City, a copy shall be forwarded by first class mail, postage prepaid, to the City's Director of Public Works and City Counsel at: % Director of Public Works, City of Las, Vegas, 333 N. Rancho Dr., Las Vegas, NV 89106 and % City Attorney, 495 S. Main St., Las Vegas, NV 89101.

If notice hereunder is given to the Developer, a copy should be forwarded by first-class

mail, postage prepaid, to the Developer's counsel as follows: Attn: Legal Department, 108045 Griffith Peak Drive, Suite 160, Las Vegas, Nevada 89135, and to the Guarantor's counsel as follows: Attn: Legal Department, 108045 Griffith Peak Drive, Suite 160, Las Vegas, Nevada 89135, with a copy to Attn: General Counsel, c/o The Howard Hughes Corporation, One Galleria Tower, 13355 Noel Road, 22nd Floor, Dallas, Texas 75240.

HOWARD HUGHES PROPERTIES, INC.
a Nevada corporation

By:_____

Its:_____

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
29

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

SUBJECT:
RESOLUTIONS:

R-16-2020 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Bella Tux Properties, LLC (Owner) located at 1611 East Charleston Boulevard (APN 139-35-413-027), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area - Ward 3 (Diaz) [NOTE: This item is related to RDA Item 5 (RA-5-2020)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting Bella Tux Properties, LLC with the cost of improvements to the property located at 1611 East Charleston Boulevard. Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-16-2020
2. Public Purpose-Impact Analysis Report
3. Site Map

RESOLUTION NO. R-16-2020

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND BELLA-TUX PROPERTIES, LLC. ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-35-413-027

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, Bella-Tux Properties, LLC (the "OWNER") the owner of real property and improvements located at 1611 E., Charleston Boulevard, and which parcel is commonly known as APN 139-35-413-027 (the "Site"); and

WHEREAS, Bella-Tux Properties, LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 1611 E., Charleston Boulevard, and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Bella-Tux Properties, LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2020.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____ 3-16-20
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2020, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and Bella-Tux Properties, LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00**), and the Owner has provided a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner does hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed maximum of Twenty Five Thousand Dollars and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment " 3 " and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agree to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for

the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor

Las Vegas, NV 89101

If to the Owner: Bella-Tux Properties, LLC
Atten.: Richard Emanuele
1632 Mayfair Place
Las Vegas, NV 89101

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2020 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2020.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTEST:

_____

Secretary

OWNER – Bella-Tux Properties, LLC

By: _____
Richard Emanuele

Its: Member

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS – BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lot Twenty-Two (22) in Block Four (4) of "Amended Map of Mayfair Tract No. 2" as shown by map thereof on file in Book 2 of Plats, Page 47, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM that portion of land as conveyed to the City of Las Vegas by Deed recorded September 20, 1957 in Book 140 as Instrument No. 115142, Official Records, Clark County, Nevada.

TOGETHER WITH that portion of Charleston Boulevard, that would pass by Operation of Law, as vacated by that certain "Order of Vacation" recorded May 01, 1958 in Book 159 as Instrument No. 130233, Official Records, Clark County, Nevada.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Inst #: 20190801-0002794
Fees: $40.00
RPTT: $1147.50 Ex #:
08/01/2019 01:27:29 PM
Receipt #: 3769369
Requestor:
FIDELITY NATIONAL TITLE -
Recorded By: SOV Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

1611 Charleston

APN: 139-35-413-027
Affix R.P.T.T. $1,147.50

RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE
WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:
BELLA-TUX PROPERTIES, LLC, A NEVADA LIMITED LIABILITY COMPANY
1632 MAYFAIR PLACE
LAS VEGAS, NV 89101

ESCROW NO: 00092286-001-JH4

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That
John Randall McElhone, trustee of The J.C.B. Trust, dated February 22, 1982 (who acquired title as The J.C.B. Trust dated February 22, 1982)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain Sell and convey to

Bella-Tux Properties, LLC, a Nevada limited liability company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 22 day of July, 2019.

The J.C.B. Trust, dated February 22, 1982

John Randall McElhone, trustee

John

dated February 22, 1982

STATE OF NEVADA
COUNTY OF CLARK } ss:

On this 22 July, 2019
appeared before me, a Notary Public,

John Randall McElhone, trustee of

The J.C.B. Trust

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

M. QUACKENBUSH
Notary Public
State of Nevada
Appt. No. 03-60415-1
My Appt. Expires Apr. 30, 2021

M Quackenbush
Notary Public

My commission expires: 04:30:21

NOTARY JURAT FOR GRANT, BARGAIN, SALE DEED
FOR ESCROW NO.: 00092286-001JH4

Escrow No. 00092286 - 001 - JH4
Grant, Bargain, Sale Deed....Continued

EXHIBIT A

Lot Twenty-Two (22) in Block Four (4) of "Amended Map of Mayfair Tract No. 2" as shown by map thereof on file in Book 2 of Plats, Page 47, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM that portion of land as conveyed to the City of Las Vegas by Deed recorded September 20, 1957 in Book 140 as Instrument No. 115142, Official Records, Clark County, Nevada.

TOGETHER WITH that portion of Charleston Boulevard, that would pass by Operation of Law, as vacated by that certain "Order of Vacation" recorded May 01, 1958 in Book 159 as Instrument No. 130233, Official Records, Clark County, Nevada.

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the street and faces the north side of E. Charleston Boulevard as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT

APN: 139-35-413-027

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Bella-Tux Properties, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2020

Bella-Tux Properties, LLC

By:_____
Richard Emanuele
Its: Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020 by Richard Emanuele as Member__ of Bella-Tux Properties, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2020 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot Twenty-Two (22) in Block Four (4) of "Amended Map of Mayfair Tract No. 2" as shown by map thereof on file in Book 2 of Plats, Page 47, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM that portion of land as conveyed to the City of Las Vegas by Deed recorded September 20, 1957 in Book 140 as Instrument No. 115142, Official Records, Clark County, Nevada.

TOGETHER WITH that portion of Charleston Boulevard, that would pass by Operation of Law, as vacated by that certain "Order of Vacation" recorded May 01, 1958 in Book 159 as Instrument No. 130233, Official Records, Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the street and faces the north side of E. Charleston Boulevard as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Facade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 139-35-413-027

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020, between Bella-Tux Properties, LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1611 E., Charleston Boulevard, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-35-413-027; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which faces the north side of E. Charleston Boulevard, as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the

Commercial Visual Improvement Agreement and Grant of Facade Easement dated_____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Bella-Tux Properties, LLC
Atten.: Richard Emanuele
1632 Mayfair Place
Las Vegas, NV 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the

Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

    This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

Bella-Tux Properties, LLC

By: _____ Date: _____
Name: Richard Emanuele
Title: MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020 by Richard Emanuele as Member of Bella-Tux Properties, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2020 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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EXCEPTING THEREFROM that portion of land as conveyed to the City of Las Vegas by Deed recorded September 20, 1957 in Book 140 as Instrument No. 115142, Official Records, Clark County, Nevada.

TOGETHER WITH that portion of Charleston Boulevard, that would pass by Operation of Law, as vacated by that certain "Order of Vacation" recorded May 01, 1958 in Book 159 as Instrument No. 130233, Official Records, Clark County, Nevada.

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The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Install Security Gates**	**$5,000.00**
2.	**Landscape**	**$4,200.00**
3.	**Exterior Paint & Stucco**	**$10,900.00**
4.	**New Windows**	**$9,300.00**
5.	**Exterior Lighting & Pole Sign**	**$4,300.00**
6.	**Handicap Rails & Ramp**	**$3,850.00**
7.	**Doors**	**$2,100.00**
8.	**Remove & Replace Asphalt**	**$6,500.00**
9.	**Install Gutter System**	**$3,900.00**
	TOTAL ESTIMATED PROJECT COSTS	$50,050.00

Estimated CVIP Grant **$25,000.00**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS - REAL PROPERTY

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: Bella-Tex Properties LLC Docs

Date of Attached Document: 11-25-2019

Number of Pages: 10Pages 1. IRS-EIN
2. Articles of Incorporation.
3. Sec. State. Business License

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: Richard H. Emanuele

Date: 11-25-2019

State of Nevada
County of Clark

This instrument was acknowledged before me on

11/25/19 (date) by

Richard H. Emanuele, Jr. (name of person)

Barbara DeLisa

Notary Public

BARBARA DELISA
Notary Public-State of Nevada
APPT. NO. 17-2447-1
My Appt. Expires 03-16-2021

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

-None-

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA]
] ss:
COUNTY OF CLARK]

I, Richard H. Emanuele, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Bella-Tay Properties a company duly organized in the State of Nevada as a LLC (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1611 East Charleston ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site that I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☑
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☑ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☑
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☑ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☑ or
   d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

VIP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

Participant agrees to submit to the Agency its documentation that evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. RLE (initial) Landlord must verify.
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. RLE (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. RLE (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. RLE (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 25th day of November, 2019.

Authorized Signature: Joseph Emanuele

SIGNED AND SWORN TO before me

this 25th day of November, 2019, by Barbara DeLisa

NOTARY PUBLIC
My Commission Expires:

BARBARA DELISA
Notary Public-State of Nevada
APPT. NO. 17-2447-1
My Appt. Expires 03-15-2021

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

VIP PARTICIPANT REAL PROPERTY OWNER CONSENT

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Richard H Emanuel & Bella-Tilt Properties, owner and/or authorized representative of APN# 139-35-413-027 also commonly known as 1611 E. Charleston, Las Vegas, NV 89104, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Richard Emanuel / Bella-Tilt, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this 25th day of November, 2019.

Authorized Signature: Richard H Emanuel

SIGNED AND SWORN TO before me

this 25th day of November, 2019, by Barbara DeLisa

NOTARY PUBLIC
My Commission Expires:

BARBARA DELISA
Notary Public-State of Nevada
APPT. NO. 17-2447-1
My Appt. Expires 03-16-2021

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
April 1, 2020

Title of Project: Commercial Visual Improvement Program

Sponsor/Developer: Bella-Tux Properties, LLC

Address of Project: 1611 East Charleston Blvd., Las Vegas, NV 89104

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS - COMMERCIAL VISUAL IMPROVEMENT AND GRANT OF FAÇADE EASEMENT

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

Major upgrades to be made to formerly vacant offices and retail space to be occupied by a new enterprise(s). Improvements will be made to the building's façade, windows, storefronts, lighting, signage and ADA compliance upgrades.

What is the amount of Private Investment and who is providing it?

Approximately $50,050.00 – Bella-Tux Properties, LLC - Owner equity

What is the amount of Public Investment and who is providing it?

Not to Exceed $25,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? N/A

How many Indirect Jobs will be Created? 20 construction jobs

How many Direct Jobs will be Retained? N/A – (all new jobs)

Quantitative Economic Benefits:

$50,000. labor and materials will be expended in the Redevelopment Area during demolition, remodeling and construction of the project.

Total Direct Economic Impact:

Over $50,050. in new construction and façade improvements will be spent for this project.

Total Indirect Economic Impact:

N/A

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

SITE MAP

1611 E. Charleston Blvd., Las Vegas, NV 89104

Bella-Tux Properties, LLC



AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
30

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

SUBJECT:
Public hearing on local improvement district for Special Improvement District (SID) No. 1485 - Alta Drive (Landscape Maintenance - FY2021) - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements from July 1, 2020 through June 30, 2021 along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane.

RECOMMENDATION:
Public hearing only; no action required.

BACKUP DOCUMENTATION:
1. Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2021)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2020-1 for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2021) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 4, 2020, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project. The landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 1, 2020, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 26, 2020, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;
(2) Any evidence he desires to present on these issues must be presented at the hearing; and,
(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than March 26, 2020, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 4, 2020.

LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
31

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

SUBJECT:
Public hearing on local improvement district for Special Improvement District (SID) No. 1516 - Fremont Street Maintenance District FY2021 (Las Vegas Boulevard to 8th Street) - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for annual funding of the maintenance of the Fremont Street Neighborhood Improvements Project. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Public hearing only; no action required.

BACKUP DOCUMENTATION:
1. Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2021 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2020-2 for City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District FY2021 (Las Vegas Boulevard to 8th Street) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 4, 2020, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1516 Creation Ordinance heretofore adopted (the "Creation Ordinance"). The street to be improved by the improvements is:

Fremont Street (BOTH SIDES) from the center line of Las Vegas Boulevard to the center line of 8th Street.

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or Final assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The following methodology will determine the assessments against parcels in the District. The acreage of a parcel in the District will be multiplied by a weighting factor, depending upon the street or streets which the parcel fronts. The categories of streets shall be weighted as follows: a) Fremont Street frontage will be weighted at 1.5; b) side street frontage (Las Vegas Boulevard, Sixth Street, Seventh Street, and Eighth Street) will be weighted at 1.0; and c) back street frontage (Ogden Avenue and Carson Avenue) will be weighted at 0.75. The assessments will equal the weighting factor times the acreage of the parcel, divided by the total weighted acreage in the District, times the total amount assessed for the Project.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 1, 2020, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 26, 2020, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;
(2) Any evidence he desires to present on these issues must be presented at the hearing; and
(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than March 26, 2020, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 4, 2020.

LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: April 1, 2020

Agenda Item No.:
32

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2020-8 - Adopts that certain document entitled "First Amendment to Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community," regarding property generally located at the northwest corner of Grand Teton Drive and Grand Canyon Drive. Proposed by: Robert Summerfield, Director of Planning

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will formally adopt the document entitled "First Amendment to Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community," regarding property generally located at the northwest corner of Grand Teton Drive and Grand Canyon Drive. The agreement itself is scheduled to be approved by the City Council at its meeting of March 18, 2020. This bill will formalize the adoption in accordance with State law.

RECOMMENDATION:
ADOPTION at 4/15/2020 City Council Meeting pursuant to the 3/30/2020 Recommending Committee Meeting.

First Reading - 3/18/2020 First Publication - 4/2/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-8

BILL NO. 2020-8

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "FIRST AMENDMENT TO FIFTH AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT FOR SKYE CANYON MASTER PLANNED COMMUNITY," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert Summerfield, Director of Planning

Summary: Adopts that certain document entitled "First Amendment to Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community," regarding property generally located at the northwest corner of Grand Teton Drive and Grand Canyon Drive.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain document entitled "FIRST AMENDMENT TO FIFTH AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT FOR SKYE CANYON MASTER PLANNED COMMUNITY," the substance of which was approved by the City Council on March 18, 2020, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: Following adoption of this Ordinance, the document adopted by

Section 1 shall be attached to this Ordinance and recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

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 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 _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-4-20
_____
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 _____, 2020, 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 _____, 2020, 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: April 1, 2020

Agenda Item No.:
33

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2020-9 - Updates LVMC Chapter 19.09, relating to Form-Based Code, to refine and adjust various procedures and standards pertaining to property and applications that are governed by that Chapter. Proposed by: Robert Summerfield, Director of Planning

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill represents a scheduled follow-up to the adoption last year of LVMC Title 19's Form-Based Code provisions. Among other things, the bill will adjust LVMC Chapter 19.09 to 1) eliminate inconsistencies discovered in that chapter since its adoption, 2) make the chapter more user-friendly, 3) modify requirements that are not practical due to downtown geography, and 4) refine provisions to better align with development conditions within the Fremont East and Medical Districts.

RECOMMENDATION:
ADOPTION at 4/15/2020 City Council Meeting pursuant to the 3/30/2020 Recommending Committee Meeting.

First Reading - 3/18/2020 First Publication - 4/2/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-9
2. Exhibit A
3. Exhibit B
4. Exhibit C

BILL NO. 2020-9

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE LVMC CHAPTER 19.09, RELATING TO FORM-BASED CODE, TO REFINE AND ADJUST VARIOUS PROCEDURES AND STANDARDS PERTAINING TO PROPERTY AND APPLICATIONS THAT ARE GOVERNED BY THAT CHAPTER, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert Summerfield, Director of Planning

Summary: Updates LVMC Chapter 19.09, relating to Form-Based Code, to refine and adjust various procedures and standards pertaining to property and applications that are governed by that Chapter.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 to 66, inclusive, of this Ordinance. The amendments are deemed to be amendments to Ordinance No. 6289 and to the Unified Development Code adopted as Title 19.

SECTION 2: Section 19.09.030.I, including Tables 1 and 2 appearing therein, are amended to read as follows:

19.09.030.I [Minor Modifications] <u>Exceptions</u> and Post-Approval Adjustments

1. Purpose

Pre-Entitlement [Minor Modifications] <u>Exceptions</u> and Post-Approval Adjustments are intended to provide administrative-level discretion over minor deviations from the standards in Chapter 19.09 (Form-Based Code). Pre-Entitlement [Minor Modifications] <u>Exceptions</u> set forth standards for deviations during the review and approval of the project. Post-Approval Adjustments set forth standards for deviations after the entitlement of the project but before the issuance of the Certificate of Occupancy. [Other deviations may be allowed in compliance with LVMC Section 19.16.120 (Administrative Deviation).]

2. Pre-Entitlement [Minor Modification] <u>Exceptions</u>

a. The Pre-Entitlement [Minor Modifications] <u>Exceptions</u> in Table 1 (Pre-Entitlement [Minor

Modifications] Exceptions) are allowed in all transect zones in order to allow prescribed flexibility during the review and approval of the project, prior to entitlement.

[b. Findings and Decision

The Director shall approve, with or without conditions, a Minor Modification application, only after the following findings are made:

i. There are special circumstances applicable to the property (e.g., size, shape, topography, location, surroundings, etc.);

ii. The special circumstances applicable to the property are not self-imposed by any person presently having an interest in the property;

iii. Approval of Minor Modification will not grant special privileges inconsistent with the limitation upon other properties in the vicinity and the zone in which the property is located;

iv. The requested Minor Modification will not allow the establishment of a use that is not allowed in the zone;

v. Granting the Minor Modification will not be materially detrimental to the public health, safety, or welfare and will not impair an adequate supply of light and air to adjacent property; and

vi. The proposed project is consistent with all other applicable standards in Chapter 19.09 (Form-Based Code).

c. Review Procedures

The review processes for Pre-Entitlement Minor Modifications are set forth in LVMC Section 19.16.120 (Administrative Deviation).]

b. Review Procedures

A request for Exception must be submitted in writing to the Director in connection with the submittal of a pre-application conference request. In order for an Exception to be eligible for consideration, the applicant must show through convincing and substantial evidence that the Exception furthers the goals of the 2045 Downtown Master Plan and does not detrimentally affect the public health, safety or general welfare. Any such Exception shall be considered for endorsement by the Director prior to the submittal of an application

for Site Development Plan Review. In cases where the Director does not endorse a requested Exception, the relief sought is available only by means of a Waiver pursuant to LVMC 19.16.130.

Table 1 Pre-Entitlement [Minor Modifications] Exceptions

Type of [Minor Modification] Exception Allowed		**Additional Required Findings**	**Maximum [Modification] Exception**
Building Placement Standards	An increase or decrease of the minimum or maximum required setback for primary buildings.	Existing building(s) on adjacent lots on the same block face is/are greater or less than the required setback; and the variation will allow the proposed project to blend in with the adjacent buildings).	2 ft.
	A decrease of the minimum façade zone standards.	The building is consistent with the intent of the zone and all other applicable standards of the zone.	10%
Building Form Standards	An increase of the maximum lot coverage standard.	The project is consistent with the intent of the zone and all other applicable standards of the zone.	5%
Building Type Standards	An increase or decrease of the minimum or maximum building, or a portion of a building, width or depth.	The building is consistent with the intent of the zone and all other applicable standards of the zone.	10%
Frontage Type Standards	An increase or decrease of the standards for building frontages.	The building is consistent with the intent of the zone and all other applicable standards of the zone; and may not be combined with any modification to the façade zone.	10%
Encroachments into Façade Zone Standards	Alternative driveway access to the property.	The preferred access point is not a feasible alternative due to site constraints, and the alternate driveway access does not compromise public safety.	Front or corner side driveway access
Parking Standards	An increase or decrease of the minimum or maximum required setback for parking.	The parking is screened by a building frontage, open space, or landscaping features, all as approved by Department staff.	2 ft,
	An increase or decrease of the minimum or maximum parking requirement percentages as identified in LVMC 19.19.100.G,	N/A	15%

	Table 1.		
Other	A reasonable deviation from the prescribed standards where necessary to install features that facilitate access and mobility of disabled persons with limited mobility.	The building is consistent with the intent of the zone and all other applicable standards of the zone.	[10%] 20%

3. Post-Approval Adjustment

a. Post-Approval Adjustments Allowed

To avoid penalizing applicants for minor, inadvertent, and unforeseen [errors in construction,] circumstances post-entitlement, this Subsection allows administrative-level [de minimis] adjustments to specific standards after entitlement of the project, but before issuance of the Certificate of Occupancy. The Post-Approval Adjustments in Table 2 (Post-Approval Adjustments) are allowed in all transect zones.

b. Findings and Decision

The Director shall approve, with or without conditions, a Post-Approval Adjustment [application,] request, but only after the following findings are made:

i. The Adjustment is the minimum amount necessary to address [construction errors made inadvertently and in good faith,] a code deficiency that is due to unforeseen site conditions or other circumstances beyond the applicant's control;

ii. Granting the Adjustment will not be materially detrimental to the public health, safety, or welfare; and [will not impair an adequate supply of light and air to adjacent property; and]

iii. The proposed project [is consistent with all other applicable standards in Chapter 19.09 (Form-Based Code).] remains in substantial conformance with the original approved Site Development Plan Review.

c. Review Procedures

i. [The review processes for Post-Approval Adjustments are set forth in LVMC Section 19.16.120 (Administrative Deviation), unless otherwise indicated in this Subsection.] A request for Post-Approval Adjustment must be submitted in writing to the Director prior to the issuance of any related

off-site permit, building permit, or combination thereof. In order for a Post-Approval Adjustment to be eligible for consideration, the applicant must demonstrate conformance with Subparagraphs b.i through b.iii above (regarding Findings and Decision). The granting of any such Post-Approval Adjustment by the Director shall be in conjunction with the approval of the related off-site permit or building permit, as applicable.

ii. [The Director may not grant an Adjustment under this Subsection in connection with approval of a building permit or site plan. An Adjustment may only be approved to address errors in construction as follows:

1. The error was performed under an approved building permit or site plan; and

2. The error was discovered during an inspection required under the LVMC for issuance of a Certificate of Occupancy.] Post-Approval Adjustments not specified in Table 2 below shall be reviewed in accordance with the process for amending Site Development Review Plans set forth in LVMC 19.16.100(H).

Table 2 Post-Approval Adjustments

Type of [Minor Modification] Post-Approval Adjustments Allowed		**Maximum [Modification] Adjustment**
Building Placement Standards	An increase or decrease of the minimum or maximum required setback for primary buildings.	10%
Building Form Standards	An increase of the maximum height limit.	8 ft.
	An increase of the maximum lot coverage standard.	5%
	A decrease in minimum floor-to-floor heights.[1]	1 ft.

Notes: [1] Must comply with all applicable building code and fire code requirements.

4. Prerequisite to Waiver or Variance

If a deviation from the standards in LVMC Chapter 19.09 (Form-Based Code) falls within the scope of relief set forth by this Subsection, an applicant must request a Pre-Entitlement [Minor Modification] Exception or a Post-Approval Adjustment before seeking approval of a Waiver or Variance.

SECTION 3: Section 19.09.030.J is amended to read as follows:

19.09.030.J Waiver

An applicant may apply for a Waiver pursuant to LVMC 19.16.130 if it is determined that specific development standards cannot be met. The Planning Commission may approve, approve with conditions, or deny an application for a Waiver in compliance with LVMC Section 19.16.130 (Waiver).

SECTION 4: Section 19.09.030.K is amended to read as follows:

19.09.030.K Variance

The Planning Commission and the City Council may act upon a Variance application in compliance with LVMC Section 19.16.140 (Variance). A Variance application is required to allow an increase of the maximum height.

SECTION 5: Section 19.09.030.O is amended to read as follows:

19.09.030.O Nonconformities

[Reinvestment in nonconforming structures and associated uses in Transect Zones to achieve public safety, environmental, economic, or fiscal benefits in concert with the goals of the Downtown Master Plan is encouraged. Additionally, compliance with the number of parking spaces required shall not be prioritized over other standards during the review for nonconforming structures and associated uses in Transect Zones.

1. Uses, structures, parcels, and lots that were lawful before the adoption or amendment of the FBC, and which become nonconforming by reason of the adoption of the FBC, shall be permitted to renovate provided any such expansion, enlargement or improvement will decrease the nonconformity to Title 19.09 standards. Renovations may extend to the maximum amount allowed by the applicable Transect Standards. In addition, such renovations may only be approved in addition to the following findings by the Department of Planning (LVMC Section 19.16.100.F.2 Minor Review Process):

a. A least one of the following benefits is provided to the community: demonstrable economic, fiscal, public health, safety, or environmental benefits;

b. The change does not result in a significant increase in the overall intensity of the existing nonconforming use(s);

c. Any expansion or extension in the life of any nonconforming use results solely from the improved operational efficiency and is incidental to the primary purpose of improving public health and safety or providing economic, fiscal, or environmental benefit; and

2. Any use or structure that was established in violation of the applicable zoning regulations at the time of the establishment or construction is not nonconforming, and remains in violation of all Title 19 zoning regulations.

3. If an applicant seeks to reduce the building footprint by more than 10%, a Major Site Development Plan Review (LVMC Section 19.16.100) shall be required.]

Reinvestment in nonconforming structures and associated uses in Transect Zones to achieve public safety, environmental, economic, or fiscal benefits in concert with the goals of the Downtown Master Plan is encouraged. However, within Transect Zones established pursuant to this Chapter, there may exist lots, structures and uses of land which were lawful before the effective date of this Chapter or an amendment thereto and which would be prohibited, regulated, or restricted under the terms of this Chapter, as amended. It is generally the intent of this Chapter to permit these nonconformities to continue until they are removed or abandoned, or until such earlier time as they are ordered to be removed, but not to encourage their survival. Notwithstanding that general intent, the provisions of this Chapter, rather than any inconsistent general nonconforming provisions of this Title, shall govern lots, structures and uses which became or become nonconforming by reason of the adoption of this Chapter or an amendment thereto. The application of this Chapter to govern nonconformities pursuant to the preceding sentence shall be effective as of the date of the adoption of this Chapter or the amendment thereto (as applicable), whichever action created the nonconformity.

1. Renovations may extend to the maximum amount allowed by the applicable Transect Standards in accordance with this Chapter, but no renovation may increase the extent of nonconformity to the standards set forth in this Chapter.

2. Except as otherwise provided in this Chapter, the continuation, expansion or relocation of nonconforming uses shall be subjection to Chapter 19.14.

3. Any use or structure that was established or constructed in violation of the then-applicable zoning regulations at the time of the establishment or construction is deemed not to be a nonconforming use recognized as such under this Chapter and Chapter 19.14, and remains in violation of the applicable zoning regulations set forth in this Title.

SECTION 6: Section 19.09.050.E.004.D is amended by amending that portion of the table pertaining to "Additional Standards for a Lined Building" so that the entry for "Access Standards" reads as follows:

Access Standards

Ground floor units facing a street or alley must be accessed from the street or alley by an allowed frontage type.

[Vehicle access to the interior building must be from an alley or a min. of 150 ft from an intersection if no alley is present.]

SECTION 7: Section 19.09.050.E.004.E is amended by deleting from the table the entire entry pertaining to "Miscellaneous." Using brackets to show the language so deleted:

[Miscellaneous

A building form with a chamfered corner is only allowed on corner lots and only if a corner entry is provided.]

SECTION 8: Section 19.09.050.E.004.F is amended to read as follows:

F. Building Form [Standards]		
Building Height[1]	Stories	N
Primary Building	5-20 max.	
Primary Building		
[Ground-Floor Finish Level[2,3]**]**		[O]
[Residential]	[1.50 ft min. above curb]	
[Service or Retail Uses]	[0.50 ft max. above curb]	
[Ground floor lobbies and common areas in multi-unit buildings may have a ≤0.50 ft ground floor finish level]		
[Floor-to-Ceiling] Floor-to-Floor		
Ground floor	[14] 13 ft min.	P
Upper floors	9 ft min.	Q
Footprint		
Lot coverage	95% max.	
Depth		

Ground floor space	[30] 20 ft min.	R

Notes:

[1] Additional setbacks may be required for buildings with 5+ stories. Refer to Table E for setback distance.

[[2] Buildings existing at the time of adoption of the FBC and additions to those buildings less than 50% of the existing GFA are exempt.

[3] Primary buildings located on lots sloping down and away from the street are exempt.]

SECTION 9: Section 19.09.050.E004.H is amended by amending the entry for Driveways as follows, with all other contents of the table remaining unchanged:

Encroachment Type	Front (max.)	Corner Side (max.)	Interior Side (max.)	Rear (max.)
Driveways[3]	A[3]	A[3]	A[3]	A[3]

SECTION 10: Section 19.09.050.E004.J is amended to read as follows:

J. Parking Standards				
Setback from Lot Line (min.)	**Front[1]**	**Corner Side[1]**	**Interior Side**	**Rear**
	W	**X**	**Y**	**Z**
[Ground Floor] Surface Lots	[40] 10 ft	10 ft	0 ft	0 ft
[Upper Floor]	[40 ft]	[40 ft]	[0 ft]	[0 ft]
Parking Driveway	**One-way**		**Two-way**	
Width	12 ft min. – 14 ft max.		32 ft min. – 34 ft max.	
Miscellaneous				
Where feasible, driveways must be shared between adjacent parcels.				
[No new surface parking lots are allowed adjacent to primary or side street frontages.]				
Covered parking in parking areas established before the effective date is allowed with a setback of 10 ft to a primary street or side street.				
When a lot has an adjoining side street, parking must be accessed only from the side street.				
Minimum driveway width for gated lots or structures shall be determined by the Department of Public Works.				
Above ground parking structures shall conform to the building form standards for this Transect. Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure when adjacent to primary or secondary frontages. Where ground level retail or commercial is not provided, ground level facade enhancements that simulate shopfronts or serve to activate the street frontage shall be incorporated, as approved by staff of the Department.				
Required Parking				
Refer to LVMC Section 19.09.100.G (Parking Standards) for vehicular and bicycle parking standards.				
Required parking may be reduced as set forth in LVMC Section 19.18.030.D.4 (Parking Alternatives)				

Notes:

[1] [No vehicle parking in the front or corner side yard is allowed.] Surface lots along front and corner side

setbacks shall include a 10-foot landscaping buffer between the parking and sidewalk area, with 24-inch box trees placed every 15 feet on center and four five-gallon shrubs for every required tree.

SECTION 11: Section 19.09.050.E004.K is amended to read as follows:

K. Required Street Trees	
[Infill or Replacement Street Trees] Improvements Threshold	**Min. [No.] Number of Trees**
Addition, Renovation, or New Building[[1]]	Refer to LVMC Section 19.09.020.D (Applicability) and 19.09.090.C (Thoroughfare Standards)
[< 5,000 sf]	[2]
[≥ 5,000 sf - < 10,000 sf]	[4]
[≥ 10,000 sf - < 20,000 sf]	[8]
[≥ 20,000 sf]	[As required on all street frontages]
Miscellaneous	
All street trees must be planted in accordance with the species as listed in LVMC Section 19.09.040 (Specific to Districts) and the planting requirements of LVMC Section 19.04.060 (Amenity Zone). In the case of a conflict, Section 19.09.040 (Specific to Districts) applies.	
All street trees must be planted and maintained to avoid conflicts with large trucks and fire/emergency vehicles. The min. canopy clearance at maturity is 14 ft.	

[Note:

[1] Refer to LVMC Section 19.09.020.D (Applicability)]

SECTION 12: Section 19.09.050.E.008.D is amended by amending that portion of the table pertaining to "Additional Standards for a Lined Building" to delete in its entirety the second entry listed under Access Standards. Using brackets to show the language so deleted:

[Vehicle access to the interior building must be from an alley or a min. of 150 ft from an intersection if no alley is present.]

SECTION 13: Section 19.09.050.E.008.E is amended by deleting from the table the entire entry pertaining to "Miscellaneous." Using brackets to show the language so deleted:

[Miscellaneous

A building form with a chamfered corner is only allowed on corner lots and only if a corner entry is provided.]

SECTION 14: Section 19.09.050.E.008.F is amended to read as follows:

F. Building Form [Standards]		
Building Height	**Stories**	**P**
Primary Building	4 min. 12 max.	

Accessory Structure	2 max.	
Primary Building		
[Ground-Floor Finish Level[1,2]]		[Q]
[Residential]	[1.50 ft min. above curb]	
[Service or Retail Uses]	[0.50 ft max. above curb]	
[Ground floor lobbies and common areas in multi-unit buildings may have a ≤0.50 ft ground floor finish level]		
[Floor-to-Ceiling] Floor-to-Floor		
Ground floor	[14] 13 ft min.	R
Upper floors	9 ft min.	S
Footprint		
Lot coverage	90% max.	
Depth		
Ground floor space	[30] 20 ft min.	T

[Notes:

[1] Buildings existing at the time of adoption of the FBC and additions to those buildings less than 50% of the existing GFA are exempt.

[2] Primary buildings located on lots sloping down and away from the street are exempt.]

SECTION 15: Section 19.09.050.E008.J is amended to read as follows:

J. Parking Standards				
Setback from Lot Line (min.)	**Front[1]**	**Corner Side[1]**	**Interior Side**	**Rear**
	Y	**Z**	**AA**	**BB**
[Ground Floor] Surface Lots	[40] 10 ft	10 ft	0 ft	0 ft
[Upper Floor]	[40 ft]	[40 ft]	[0 ft]	[0 ft]
Parking Driveway	**One-way**		**Two-way**	
Width	12 ft min. – 14 ft max.		32 ft min. – 34 ft max.	
Miscellaneous				
Where feasible, driveways must be shared between adjacent parcels.				
[No new surface parking lots are allowed adjacent to primary or side street frontages.]				
Covered parking in parking areas established before the effective date is allowed with a setback of 10 ft to a primary street or side street.				
When a lot has an adjoining side street, parking must be accessed only from the side street.				
Minimum driveway width for gated lots or structures shall be determined by the Department of Public Works.				
Above ground parking structures shall conform to the building form standards for this Transect. Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure when adjacent to primary or secondary frontages. Where ground level retail or commercial is not provided, ground level facade enhancements that simulate shopfronts or serve to activate the street frontage shall be incorporated, as approved by staff of the Department.				
Required Parking				

Refer to LVMC Section 19.09.100.G (Parking Standards) for vehicular and bicycle parking standards.
Required parking may be reduced as set forth in LVMC Section 19.18.030.D.4 (Parking Alternatives)

Notes:

[1] [No vehicle parking in the front or corner side yard is allowed.] Surface lots along front and corner side setbacks shall include a 10-foot landscaping buffer between the parking and sidewalk area, with 24-inch box trees placed every 15 feet on center and four five-gallon shrubs for every required tree.

SECTION 16: Section 19.09.050.E008.K is amended to read as follows:

K. Required Street Trees	
[Infill or Replacement Street Trees] Improvements Threshold	**Min. [No.] Number of Trees**
Addition, Renovation, or New Building[[1]]	Refer to LVMC Section 19.09.020.D (Applicability) and 19.09.090.C (Thoroughfare Standards)
[< 5,000 sf]	[2]
[≥ 5,000 sf - < 10,000 sf]	[4]
[≥ 10,000 sf - < 20,000 sf]	[8]
[≥ 20,000 sf]	[As required on all street frontages]
Miscellaneous	
All street trees must be planted in accordance with the species as listed in LVMC Section 19.09.040 (Specific to Districts) and the planting requirements of LVMC Section 19.04.060 (Amenity Zone). In the case of a conflict, Section 19.09.040 (Specific to Districts) applies.	
All street trees must be planted and maintained to avoid conflicts with large trucks and fire/emergency vehicles. The min. canopy clearance at maturity is 14 ft.	

[Note:

[1] Refer to LVMC Section 19.09.020.D (Applicability)]

SECTION 17: Section 19.09.050.E.012.D is amended by amending the entry pertaining to "Miscellaneous" to read as follows:

Miscellaneous

[The floorplate of any floor must not be larger than that of the floor below, except if an arcade frontage type is used.]

Allowed frontage types are described in Table G (Frontages).

SECTION 18: Section 19.09.050.E.012.D is amended by amending that portion of the table pertaining to "Additional Standards for a Lined Building" so that the entry for "Access Standards" reads as

follows:

Access Standards

Ground floor units facing a street or alley must be accessed from the street or alley by an allowed frontage type.

[Vehicle access to the interior building must be from an alley or a min. of 150 ft from an intersection if no alley is present.]

SECTION 19: Section 19.09.050.E.012.E is amended by deleting from the table the entire entry pertaining to "Miscellaneous." Using brackets to show the language so deleted:

[Miscellaneous

A building form with a chamfered corner is only allowed on corner lots and only if a corner entry is provided.]

SECTION 20: Section 19.09.050.E.012.F is amended to read as follows:

F. Building Form [Standards]		
Building Height	Stories	P
Primary Building	5 max.	
Accessory Structure	4 max.	
Primary Building		
[Ground-Floor Finish Level[1,2]]		[Q]
[Residential]	[1.50 ft min. above curb]	
[All other uses]	[2 ft max. above curb]	
[Ground floor lobbies and common areas in multi-unit buildings may have a ≤0.50 ft ground floor finish level]		
[Floor-to-Ceiling] Floor-to-Floor		
Ground floor	[14] 13 ft min.	R
Upper floors	9 ft min.	S
Footprint		
Lot coverage	90% max.	
Depth		
Ground floor space	[30] 20 ft min.	T

[Notes:

[1] Buildings existing at the time of adoption of the FBC and additions to those buildings less than 50% of the existing GFA are exempt.

[2] Primary buildings located on lots sloping down and away from the street are exempt.]

SECTION 21: Section 19.09.050.E.012.J is amended to read as follows:

J. Parking Standards				
Setback from Lot Line (min.)	**Front[1]**	**Corner Side[1]**	**Interior Side**	**Rear**
	Y	**Z**	**AA**	**BB**
[Ground Floor] Surface Lots	[40] 10 ft	10 ft	0 ft	0 ft
[Upper Floor]	[40 ft]	[40 ft]	[0 ft]	[0 ft]
Parking Driveway	**One-way**		**Two-way**	
Width	12 ft min. – 14 ft max.		32 ft min. – 34 ft max.	
Miscellaneous				
Where feasible, driveways must be shared between adjacent parcels.				
[No new surface parking lots are allowed adjacent to primary or side street frontages.]				
Covered parking in parking areas established before the effective date is allowed with a setback of 10 ft to a primary street or side street.				
When a lot has an adjoining side street, parking must be accessed only from the side street.				
Minimum driveway width for gated lots or structures shall be determined by the Department of Public Works.				
Above ground parking structures shall conform to the building form standards for this Transect. Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure when adjacent to primary or secondary frontages. Where ground level retail or commercial is not provided, ground level facade enhancements that simulate shopfronts or serve to activate the street frontage shall be incorporated, as approved by staff of the Department.				
Required Parking				
Refer to LVMC Section 19.09.100.G (Parking Standards) for vehicular and bicycle parking standards.				
Required parking may be reduced as set forth in LVMC Section 19.18.030.D.4 (Parking Alternatives)				

Notes:

[1] [No vehicle parking in the front or corner side yard is allowed.] Surface lots along front and corner side setbacks shall include a 10-foot landscaping buffer between the parking and sidewalk area, with 24-inch box trees placed every 15 feet on center and four five-gallon shrubs for every required tree.

SECTION 22: Section 19.09.050.E012.K is amended to read as follows:

K. Required Street Trees	
[Infill or Replacement Street Trees] Improvements Threshold	**Min. [No.] Number of Trees**
Addition, Renovation, or New Building[[1]]	Refer to LVMC Section 19.09.020.D (Applicability) and 19.09.090.C (Thoroughfare Standards)
[< 5,000 sf]	[2]
[≥ 5,000 sf - < 10,000 sf]	[4]
[≥ 10,000 sf - < 20,000 sf]	[8]
[≥ 20,000 sf]	[As required on all street frontages]
Miscellaneous	

All street trees must be planted in accordance with the species as listed in LVMC Section 19.09.040 (Specific to Districts) and the planting requirements of LVMC Section 19.04.060 (Amenity Zone). In the case of a conflict, Section 19.09.040 (Specific to Districts) applies.
All street trees must be planted and maintained to avoid conflicts with large trucks and fire/emergency vehicles. The min. canopy clearance at maturity is 14 ft.

[Note:

[1] Refer to LVMC Section 19.09.020.D (Applicability)]

SECTION 23: Section 19.09.050.E.016.D is amended by amending the entry pertaining to "Miscellaneous" to read as follows:

Miscellaneous

[The floorplate of any floor must not be larger than that of the floor below, except if an arcade frontage type is used.]

Allowed frontage types are described in Table G (Frontages).

SECTION 24: Section 19.09.050.E.016.D is amended by amending that portion of the table pertaining to "Additional Standards for a Lined Building" so that the entry for "Access Standards" reads as follows:

Access Standards

Ground floor units facing a street or alley must be accessed from the street or alley by an allowed frontage type.

[Vehicle access to the interior building must be from an alley or a min. of 150 ft from an intersection if no alley is present.]

SECTION 25: Section 19.09.050.E.016.E is amended by deleting from the table the entire entry pertaining to "Miscellaneous." Using brackets to show the language so deleted:

[Miscellaneous

A building form with a chamfered corner is only allowed on corner lots and only if a corner entry is provided.]

SECTION 26: Section 19.09.050.E.016.F is amended to read as follows:

F. Building Form [Standards]		
Building Height	Stories	K
Primary Building	2 min. – 7 max.[1,2]	

Accessory Structure	2 max.	
Primary Building		
[Ground-Floor Finish Level[3,4]]		[L]
[Residential]	[1.50 ft min. above curb]	
[Service or Retail uses]	[0.50 ft max. above curb]	
[Ground floor lobbies and common areas in multi-unit buildings may have a ≤0.50 ft ground floor finish level]		
[Floor-to-Ceiling] Floor-to-Floor		
Ground floor	[14] 13 ft min.	M
Upper floors	9 ft min.	N
Footprint		
Lot coverage		
Mixed-use with residential uses	95% max.	
All other uses	85% max.	
Depth		
Ground floor space	[30] 20 ft min.	O

Notes:

[1] Max. 10 stories allowed for only the Flex High-Rise Building Type subject to Major Site Development Plan Review (Refer to LVMC Section 19.16.100.G (Major Review of Site Development Plans).

[2] The residential adjacency standards established in LVMC Section19.08.040.H (Residential Adjacency Standards) will apply.

[[3] Buildings existing at the time of adoption of the FBC and additions to those buildings less than 50% of the existing GFA are exempt.

[4]Primary buildings located on lots sloping down and away from the street are exempt.]

SECTION 27: Section 19.09.050.E.016.J is amended to read as follows:

J. Parking Standards				
Setback from Lot Line (min.)	**Front[1]**	**Corner Side[1]**	**Interior Side**	**Rear**
	T	**U**	**V**	**W**
[Ground Floor] Surface Lots	[40] 10 ft	10 ft	0 ft	0 ft
[Upper Floor]	[40 ft]	[40 ft]	[0 ft]	[0 ft]
Parking Driveway	**One-way**		**Two-way**	
Width	12 ft min. – 14 ft max.		32 ft min. – 34 ft max.	
Miscellaneous				
[Driveways may be shared between adjacent parcels.] Where feasible, driveways must be shared between adjacent parcels.				
[No new surface parking lots are allowed adjacent to primary or side street frontages.]				

When a lot has an adjoining secondary street, parking must be accessed only from the secondary street.
Minimum driveway width for gated lots or structures shall be determined by the Department of Public Works.
Above ground parking structures shall conform to the building form standards for this Transect. Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure when adjacent to primary or secondary frontages. Where ground level retail or commercial is not provided, ground level facade enhancements that simulate shopfronts or serve to activate the street frontage shall be incorporated, as approved by staff of the Department.
Required Parking
Refer to LVMC Section 19.09.100.G (Parking Standards) for vehicular and bicycle parking standards.
Required parking may be reduced as set forth in LVMC Section 19.18.030.D.4 (Parking Alternatives)

Notes:

[1] [No vehicle parking in the front or corner side yard is allowed.] Surface lots along front and corner side setbacks shall include a 10-foot landscaping buffer between the parking and sidewalk area, with 24-inch box trees placed every 15 feet on center and four five-gallon shrubs for every required tree.

SECTION 28: Section 19.09.050.E016.K is amended to read as follows:

K. Required Street Trees	
[Infill or Replacement Street Trees] Improvements Threshold	**Min. [No.] Number of Trees**
Addition, Renovation, or New Building[[1]]	Refer to LVMC Section 19.09.020.D (Applicability) and 19.09.090.C (Thoroughfare Standards)
[< 1,000 sf]	[--]
[≥ 1,000 sf - < 2,500 sf]	[2]
[≥ 2,500 sf]	[4]
Miscellaneous	
All street trees must be planted in accordance with the species as listed in LVMC Section 19.09.040 (Specific to Districts) and the planting requirements of LVMC Section 19.04.060 (Amenity Zone). In the case of a conflict, Section 19.09.040 (Specific to Districts) applies.	
All street trees must be planted and maintained to avoid conflicts with large trucks and fire/emergency vehicles. The min. canopy clearance at maturity is 14 ft.	

[Note:

[1] Refer to LVMC Section 19.09.020.D (Applicability)]

SECTION 29: Section 19.09.050.E.020.D is amended by amending the entry pertaining to "Miscellaneous" to read as follows:

Miscellaneous

[The floorplate of any floor must not be larger than that of the floor below, except if an arcade frontage type

is used.]

Allowed frontage types are described in Table G (Frontages).

SECTION 30: Section 19.09.050.E.020.E is amended by amending that portion of the table pertaining to "Additional Standards for a Lined Building" so that the entry for "Access Standards" reads as follows:

Access Standards

Ground floor units facing a street or alley must be accessed from the street or alley by an allowed frontage type.

[Vehicle access to the interior building must be from an alley or a min. of 150 ft from an intersection if no alley is present.]

SECTION 31: Section 19.09.050.E.020.E is amended by deleting from the table the entire entry pertaining to "Miscellaneous." Using brackets to show the language so deleted:

[Miscellaneous

A building form with a chamfered corner is only allowed on corner lots and only if a corner entry is provided.]

SECTION 32: Section 19.09.050.E.020.F is amended to read as follows:

F. Building Form [Standards]		
Building Height	**Stories**	**P**
Primary Building	2 min. – 7 max.	
Accessory Structure	2 max.	
Primary Building		
[Ground-Floor Finish Level[1,2]]		[Q]
[Residential]	[1.50 ft min. above curb]	
[Service or Retail uses]	[0.50 ft max. above curb]	
[Ground floor lobbies and common areas in multi-unit buildings may have a ≤0.50 ft ground floor finish level]		
[Floor-to-Ceiling] <u>Floor-to-Floor</u>		
Ground floor	[14] <u>13</u> ft min.	R
Upper floors	9 ft min.	S
Footprint		
Lot coverage	90% max.	
Depth		
Ground floor space	[30] <u>20</u> ft min.	T

[Notes:

[1] Buildings existing at the time of adoption of the FBC and additions to those buildings less than 50% of the existing GFA are exempt.

[2] Primary buildings located on lots sloping down and away from the street are exempt.]

SECTION 33: Section 19.09.050.E.020.J is amended to read as follows:

J. Parking Standards				
Setback from Lot Line (min.)	**Front[1]**	**Corner Side[1]**	**Interior Side**	**Rear**
	Y	**Z**	**AA**	**BB**
[Ground Floor] Surface Lots	[40] 10 ft	10 ft	0 ft	0 ft
[Upper Floor]	[40 ft]	[40 ft]	[0 ft]	[0 ft]
Parking Driveway	**One-way**		**Two-way**	
Width	12 ft min. – 14 ft max.		32 ft min. – 34 ft max.	
Miscellaneous				
Where feasible, driveways must be shared between adjacent parcels.				
When a lot has an adjoining secondary street, parking must be accessed only from the secondary street.				
Minimum driveway width for gated lots or structures shall be determined by the Department of Public Works.				
Above ground parking structures shall conform to the building form standards for this Transect. Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure when adjacent to primary or secondary frontages. Where ground level retail or commercial is not provided, ground level facade enhancements that simulate shopfronts or serve to activate the street frontage shall be incorporated, as approved by staff of the Department.				
Required Parking				
Refer to LVMC Section 19.09.100.G (Parking Standards) for vehicular and bicycle parking standards.				
Required parking may be reduced as set forth in LVMC Section 19.18.030.D.4 (Parking Alternatives)				

Note:

[1] [No vehicle parking in the front or corner side yard is allowed.] Surface lots along front and corner side setbacks shall include a 10-foot landscaping buffer between the parking and sidewalk area, with 24-inch box trees placed every 15 feet on center and four five-gallon shrubs for every required tree.

SECTION 34: Section 19.09.050.E020.K is amended to read as follows:

K. Required Street Trees	
[Infill or Replacement Street Trees] Improvements Threshold	**Min. [No.] Number of Trees**
Addition, Renovation, or New Building[1]	Refer to LVMC Section 19.09.020.D (Applicability) and 19.09.090.C (Thoroughfare Standards)
[< 2,500 sf]	[--]
[≥ 2,500 sf - < 5,000 sf]	[2]
[≥ 5,000 sf - < 10,000 sf]	[4]
[≥ 10,000 sf]	[As required on all street frontages]

Miscellaneous	
All street trees must be planted in accordance with the species as listed in LVMC Section 19.09.040 (Specific to Districts) and the planting requirements of LVMC Section 19.04.060 (Amenity Zone). In the case of a conflict, Section 19.09.040 (Specific to Districts) applies.	
All street trees must be planted and maintained to avoid conflicts with large trucks and fire/emergency vehicles. The min. canopy clearance at maturity is 14 ft.	

[Note:

[1] Refer to LVMC Section 19.09.020.D (Applicability)]

SECTION 35: Section 19.09.050.E.024.D is amended by amending the entry pertaining to "Miscellaneous" to read as follows:

Miscellaneous

[The floorplate of any floor must not be larger than that of the floor below, except if an arcade frontage type is used.]

Allowed frontage types are described in Table G (Frontages).

SECTION 36: Section 19.09.050.E.024.E is amended by deleting from the table the entire entry pertaining to "Miscellaneous." Using brackets to show the language so deleted:

[Miscellaneous

A building form with a chamfered corner is only allowed on corner lots and only if a corner entry is provided.]

SECTION 37: Section 19.09.050.E.024.F is amended to read as follows:

F. Building Form [Standards]		
Building Height	**Stories**	**K**
Primary Building	2 min. – 5 max.	
Accessory Structure	2 max.	
Primary Building		
[Ground-Floor Finish Level[1,2]]		[L]
[Residential]	[1.50 ft min. above curb]	
[Service or retail uses]	[0.50 ft max. above curb]	
[Ground floor lobbies and common areas in multi-unit buildings may have a ≤0.50 ft ground floor finish level]		
[Floor-to-Ceiling] <u>Floor-to-Floor</u>		
Ground floor (service or retail uses)	[14] <u>13</u> ft min.	M
Upper floors	8 ft min.	N
Footprint		
Lot coverage	85% max.	

Depth		
Ground floor space	[30] 20 ft min.	O

[Notes:

[1] Buildings existing at the time of adoption of the FBC and additions to those buildings less than 50% of the existing GFA are exempt.

[2] Primary buildings located on lots sloping down and away from the street are exempt.]

SECTION 38: Section 19.09.050.E.024.J is amended to read as follows:

J. Parking Standards				
Setback from Lot Line (min.)	**Front[1]**	**Corner Side[1]**	**Interior Side**	**Rear**
	T	**U**	**V**	**W**
[Ground Floor] Surface Lots	[35] 10 ft	10 ft	[5] 0 ft	[5] 0 ft
Parking Driveway	**One-way**		**Two-way**	
Width	12 ft min. – 14 ft max.		32 ft min. – 34 ft max.	
Miscellaneous				
Where feasible, driveways must be shared between adjacent parcels.				
Parking spaces may be enclosed, covered, or open.				
Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.				
When a lot has an adjoining secondary street, parking must be accessed only from the secondary street.				
Minimum driveway width for gated lots or structures shall be determined by the Department of Public Works.				
Above ground parking structures shall conform to the building form standards for this Transect. Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure when adjacent to primary or secondary frontages. Where ground level retail or commercial is not provided, ground level facade enhancements that simulate shopfronts or serve to activate the street frontage shall be incorporated, as approved by staff of the Department.				
Required Parking				
Refer to LVMC Section 19.09.100.G (Parking Standards) for vehicular and bicycle parking standards.				
Required parking may be reduced as set forth in LVMC Section 19.18.030.D.4 (Parking Alternatives)				

Notes:

[1] [No vehicle parking in the front or corner side yard is allowed.] Surface lots along front and corner side setbacks shall include a 10-foot landscaping buffer between the parking and sidewalk area, with 24-inch box trees placed every 15 feet on center and four five-gallon shrubs for every required tree.

SECTION 39: Section 19.09.050.E024.K is amended to read as follows:

K. Required Street Trees	
[Infill or Replacement Street Trees] Improvements Threshold	**Min. [No.] Number of Trees**

Addition, Renovation, or New Building[1]	Refer to LVMC Section 19.09.020.D (Applicability) and 19.09.090.C (Thoroughfare Standards)
[< 2,500 sf]	[--]
[≥ 2,500 sf - < 5,000 sf]	[2]
[≥ 5,000 sf - < 10,000 sf]	[4]
[≥ 10,000 sf]	[As required on all street frontages]
Miscellaneous	
All street trees must be planted in accordance with the species as listed in LVMC Section 19.09.040 (Specific to Districts) and the planting requirements of LVMC Section 19.04.060 (Amenity Zone). In the case of a conflict, Section 19.09.040 (Specific to Districts) applies.	
All street trees must be planted and maintained to avoid conflicts with large trucks and fire/emergency vehicles. The min. canopy clearance at maturity is 14 ft.	

[Note:

[1] Refer to LVMC Section 19.09.020.D (Applicability)]

SECTION 40: Section 19.09.050.E.028.D is amended by amending the entry pertaining to "Miscellaneous" to read as follows:

Miscellaneous

[The floorplate of any floor must not be larger than that of the floor below, except if an arcade frontage type is used.]

Allowed frontage types are described in Table G (Frontages).

SECTION 41: Section 19.09.050.E.028.E is amended by deleting from the table the entire entry pertaining to "Miscellaneous." Using brackets to show the language so deleted:

[Miscellaneous

A building form with a chamfered corner is only allowed on corner lots and only if a corner entry is provided.]

SECTION 42: Section 19.09.050.E.028.F is amended to read as follows:

F. Building Form [Standards]		
Building Height	**Stories**	**K**
Primary Building	2 min. – 5 max.[1,2]	
Accessory Structure	2 max.	
Primary Building		
[Ground-Floor Finish Level[3,4]]		[L]
[Residential]	[1.50 ft min. above curb]	
[Service or Retail uses]	[0.50 ft max. above curb]	

[Ground floor lobbies and common areas in multi-unit buildings may have a ≤0.50 ft ground floor finish level]		
[Floor-to-Ceiling] Floor-to-Floor		
Ground floor	[14] 13 ft min.	M
Upper floors	9 ft min.	N
Footprint		
Lot coverage		
Mixed-use with residential uses	85% max.	
All other uses	75% max.	
Depth		
Ground floor space	[30] 20 ft min.	O

Notes:

[1] Max. 8 stories allowed for only the Flex Mid-Rise Building Type subject to Major Site Development Plan Review (Refer to LVMC Section 19.16.100.G (Major Review of Site Development Plans)).

[2] The residential adjacency standards established in LVMC Section19.08.040.H (Residential Adjacency Standards) will apply.

[[3] Buildings existing at the time of adoption of the FBC and additions to those buildings less than 50% of the existing GFA are exempt.

[4] Primary buildings located on lots sloping down and away from the street are exempt.]

SECTION 43: Section 19.09.050.E.028.J is amended to read as follows:

J. Parking Standards				
Setback from Lot Line (min.)	**Front[1]**	**Corner Side[1]**	**Interior Side**	**Rear**
	T	**U**	**V**	**W**
[Ground Floor] Surface Lots	[40] 10 ft	10 ft	0 ft	0 ft
[Upper Floor]	[40 ft]	[40 ft]	[0 ft]	[0 ft]
Parking Driveway	**One-way**		**Two-way**	
Width	12 ft min. – 14 ft max.		32 ft min. – 34 ft max.	
Miscellaneous				
[Driveways may be shared between adjacent parcels.] Where feasible, driveways must be shared between adjacent parcels.				
[No new surface parking lots are allowed adjacent to primary or side street frontages.]				
When a lot has an adjoining secondary street, parking must be accessed only from the secondary street.				
Minimum driveway width for gated lots or structures shall be determined by the Department of Public Works.				
Above ground parking structures shall conform to the building form standards for this Transect. Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure when adjacent to primary or secondary frontages. Where ground level retail or commercial is not provided, ground level facade enhancements that simulate shopfronts or serve to activate the street				

frontage shall be incorporated, as approved by staff of the Department.
Required Parking
Refer to LVMC Section 19.09.100.G (Parking Standards) for vehicular and bicycle parking standards.
Required parking may be reduced as set forth in LVMC Section 19.18.030.D.4 (Parking Alternatives)

Notes:

[1] [No vehicle parking in the front or corner side yard is allowed.] Surface lots along front and corner side setbacks shall include a 10-foot landscaping buffer between the parking and sidewalk area, with 24-inch box trees placed every 15 feet on center and four five-gallon shrubs for every required tree.

SECTION 44: Section 19.09.050.E028.K is amended to read as follows:

K. Required Street Trees	
[Infill or Replacement Street Trees] Improvements Threshold	**Min. [No.] Number of Trees**
Addition, Renovation, or New Building[1]	Refer to LVMC Section 19.09.020.D (Applicability) and 19.09.090.C (Thoroughfare Standards)
[< 1,000 sf]	[--]
[≥ 1,000 sf - < 2,500 sf]	[2]
[≥ 2,500 sf]	[4]
Miscellaneous	
All street trees must be planted in accordance with the species as listed in LVMC Section 19.09.040 (Specific to Districts) and the planting requirements of LVMC Section 19.04.060 (Amenity Zone). In the case of a conflict, Section 19.09.040 (Specific to Districts) applies.	
All street trees must be planted and maintained to avoid conflicts with large trucks and fire/emergency vehicles. The min. canopy clearance at maturity is 14 ft.	

[Note:

[1] Refer to LVMC Section 19.09.020.D (Applicability)]

SECTION 45: Section 19.09.050.E.032.D is amended by amending the entry pertaining to "Miscellaneous" to read as follows:

Miscellaneous

[The floorplate of any floor must not be larger than that of the floor below, except if an arcade frontage type is used.]

Allowed frontage types are described in Table G (Frontages).

SECTION 46: Section 19.09.050.E.032.E is amended by deleting from the table the entire

entry pertaining to "Miscellaneous." Using brackets to show the language so deleted:

[Miscellaneous

A building form with a chamfered corner is only allowed on corner lots and only if a corner entry is provided.]

SECTION 47: Section 19.09.050.E.032.F is amended to read as follows:

F. Building Form [Standards]		
Building Height	**Stories**	**P**
Primary Building	2 min. – 5 max.	
Accessory Structure	2 max.	
Primary Building		
[Ground-Floor Finish Level[1,2]]		[Q]
[Residential]	[1.50 ft min. above curb]	
[Service or Retail uses]	[0.50 ft max. above curb]	
[Ground floor lobbies and common areas in multi-unit buildings may have a ≤0.50 ft ground floor finish level]		
[Floor-to-Ceiling] Floor-to-Floor		
Ground floor	[14] 13 ft min.	R
Upper floors	9 ft min.	S
Footprint		
Lot coverage	85% max.	
Depth		
Ground floor space	[30] 20 ft min.	T

Notes:

[[1] Buildings existing at the time of adoption of the FBC and additions to those buildings less than 50% of the existing GFA are exempt.

[2] Primary buildings located on lots sloping down and away from the street are exempt.]

SECTION 48: Section 19.09.050.E.032.J is amended to read as follows:

J. Parking Standards				
Setback from Lot Line (min.)	**Front[1]**	**Corner Side[1]**	**Interior Side**	**Rear**
	Y	**Z**	**AA**	**BB**
[Ground Floor] Surface Lots	[40] 10 ft	10 ft	0 ft	0 ft
[Upper Floor]	[40 ft]	[40 ft]	[0 ft]	[0 ft]
Parking Driveway	**One-way**		**Two-way**	
Width	12 ft min. – 14 ft max.		32 ft min. – 34 ft max.	
Miscellaneous				
Where feasible, driveways must be shared between adjacent parcels.				
When a lot has an adjoining secondary street, parking must be accessed only from the secondary street.				
Minimum driveway width for gated lots or structures shall be determined by the Department of Public Works.				

Above ground parking structures shall conform to the building form standards for this Transect. Parking structures shall have ground level retail, office and/or restaurant space incorporated into the design of the structure when adjacent to primary or secondary frontages. Where ground level retail or commercial is not provided, ground level facade enhancements that simulate shopfronts or serve to activate the street frontage shall be incorporated, as approved by staff of the Department.
Required Parking
Refer to LVMC Section 19.09.100.G (Parking Standards) for vehicular and bicycle parking standards.
Required parking may be reduced as set forth in LVMC Section 19.18.030.D.4 (Parking Alternatives)

Notes:

[1] **[**No vehicle parking in the front or corner side yard is allowed.**]** Surface lots along front and corner side setbacks shall include a 10-foot landscaping buffer between the parking and sidewalk area, with 24-inch box trees placed every 15 feet on center and four five-gallon shrubs for every required tree.

SECTION 49: Section 19.09.050.E032.K is amended to read as follows:

K. Required Street Trees	
[Infill or Replacement Street Trees] Improvements Threshold	**Min. [No.] Number of Trees**
Addition, Renovation, or New Building[[1]]	Refer to LVMC Section 19.09.020.D (Applicability) and 19.09.090.C (Thoroughfare Standards)
[< 2,500 sf]	[--]
[≥ 2,500 sf - < 5,000 sf]	[2]
[≥ 5,000 sf - < 10,000 sf]	[4]
[≥ 10,000 sf]	[As required on all street frontages]
Miscellaneous	
All street trees must be planted in accordance with the species as listed in LVMC Section 19.09.040 (Specific to Districts) and the planting requirements of LVMC Section 19.04.060 (Amenity Zone). In the case of a conflict, Section 19.09.040 (Specific to Districts) applies.	
All street trees must be planted and maintained to avoid conflicts with large trucks and fire/emergency vehicles. The min. canopy clearance at maturity is 14 ft.	

[Note:

[1] Refer to LVMC Section 19.09.020.D (Applicability)**]**

SECTION 50: Section 19.09.050.E.036.E is amended by deleting from the table the entire entry pertaining to "Miscellaneous." Using brackets to show the language so deleted:

[Miscellaneous

A building form with a chamfered corner is only allowed on corner lots and only if a corner entry is provided.**]**

SECTION 51: Section 19.09.050.E.036.F is amended to read as follows:

F. Building Form [Standards]		
Building Height	**Stories**	**K**
Primary Building	3 max.	
Accessory Structure	2 max.	
Primary Building		
[Ground-Floor Finish Level[1,2]]		[L]
[Residential]	[1.50 ft min. above curb]	
[Ground floor lobbies and common areas in multi-unit buildings may have a ≤0.50 ft ground floor finish level]		
[Floor-to-Ceiling] Floor-to-Floor		
Ground floor[[3]][1]	9 ft min.	M
Upper floors	8 ft min.	N
Footprint		
Lot coverage	75% max	
Depth		
Ground floor space	[30] 20 ft min.	O

Notes:

[[1] Buildings existing at the time of adoption of the FBC and additions to those buildings less than 50% of the existing GFA are exempt.

[2] Primary buildings located on lots sloping down and away from the street are exempt.]

[[3] 14] [1] 13 ft minimum when ground floor is directly adjacent to sidewalk for commercial uses.

SECTION 52: Section 19.09.050.E.036.J is amended to read as follows:

J. Parking Standards				
Setback from Lot Line (min.)	**Front[1]**	**Corner Side[1]**	**Interior Side**	**Rear**
	T	**U**	**V**	**W**
[Ground Floor] Surface Lots	[20] 10 ft	[20] 10 ft	0 ft	0 ft
Parking Driveway	**One-way**		**Two-way**	
Width	12 ft min. – 14 ft max.		32 ft min. – 34 ft max.	
Miscellaneous				
Where feasible, driveways must be shared between adjacent parcels.				
Parking spaces may be enclosed, covered, or open.				
Tandem parking is allowed for off-street parking to meet the requirements for a residential unit[.], if approved by staff of the Department.				
When a lot has an adjoining secondary street, parking must be accessed only from the secondary street.				
Required Parking				
Refer to LVMC Section 19.09.100.G (Parking Standards) for vehicular and bicycle parking standards.				
Required parking may be reduced as set forth in LVMC Section 19.18.030.D.4 (Parking Alternatives)				

Notes:

[1] [No vehicle parking in the front or corner side yard is allowed.] Surface lots along front and corner side

setbacks shall include a 10-foot landscaping buffer between the parking and sidewalk area, with 24-inch box trees placed every 15 feet on center and four five-gallon shrubs for every required tree.

SECTION 53: Section 19.09.050.E036.K is amended to read as follows:

K. Required Street Trees	
[Infill or Replacement Street Trees] Improvements Threshold	**Min. [No.] Number of Trees**
Addition, Renovation, or New Building[1]	Refer to LVMC Section 19.09.020.D (Applicability) and 19.09.090.C (Thoroughfare Standards)
[< 1,000 sf]	[--]
[≥ 1,000 sf - < 2,500 sf]	[2]
[≥ 2,500 sf]	[4]
Miscellaneous	
All street trees must be planted in accordance with the species as listed in LVMC Section 19.09.040 (Specific to Districts) and the planting requirements of LVMC Section 19.04.060 (Amenity Zone). In the case of a conflict, Section 19.09.040 (Specific to Districts) applies.	
All street trees must be planted and maintained to avoid conflicts with large trucks and fire/emergency vehicles. The min. canopy clearance at maturity is 14 ft.	

[Note:

[1] Refer to LVMC Section 19.09.020.D (Applicability)]

SECTION 54: Section 19.09.050.E.040.F is amended to read as follows:

F. Building Form [Standards]		
Building Height	**Stories**	**K**
Primary Building	2 max.	
ADU or Accessory Structure[1]	2 max.	
Primary Building		
[Ground-Floor Finish Level[2,3]]		[L]
[Residential]	[1.50 ft min. above curb]	
[Floor-to-Ceiling] Floor-to-Floor		
Ground floor	8 ft min.	M
Upper floors	8 ft min.	N
Footprint		
Lot coverage	65% max.	

Notes:

[1] ADUs or accessory structures must not exceed the overall height of the primary building.

[[2] Buildings existing at the time of adoption of the FBC and additions to those buildings less than 50% of the existing GFA are exempt.

[3] Primary buildings located on lots sloping down and away from the street are exempt.]

SECTION 55: Section 19.09.050.E.040.J is amended to read as follows:

J. Parking Standards				
Setback from Lot Line (min.)	**Front[1]**	**Corner Side[1]**	**Interior Side**	**Rear**
	T	**U**	**V**	**W**
[Ground Floor] Surface Lots	[20] 10 ft	[20] 10 ft	0 ft	0 ft
Parking Driveway	One-way		Two-way	
Width	12 ft min. – 14 ft max.		32 ft min. – 34 ft max.	
Miscellaneous				
Where feasible, driveways must be shared between adjacent parcels.				
Parking spaces may be enclosed, covered, or open.				
Tandem parking is allowed for off-street parking to meet the requirements for a residential unit[.], if approved by staff of the Department.				
When a lot has an adjoining secondary street, parking must be accessed only from the secondary street.				
Required Parking				
Refer to LVMC Section 19.09.100.G (Parking Standards) for vehicular and bicycle parking standards.				
Required parking may be reduced as set forth in LVMC Section 19.18.030.D.4 (Parking Alternatives)				

Notes:

[1] [No vehicle parking in the front or corner side yard is allowed.] Where an alley is present, parking shall be accessed from the rear.

SECTION 56: Section 19.09.050.E040.K is amended to read as follows:

K. Required Street Trees	
[Infill or Replacement Street Trees] Improvements Threshold	**Min. [No.] Number of Trees**
Addition, Renovation, or New Building[[1]]	Refer to LVMC Section 19.09.020.D (Applicability) and 19.09.090.C (Thoroughfare Standards)
[< 1,000 sf]	[--]
[≥ 1,000 sf - < 2,500 sf]	[2]
[≥ 2,500 sf]	[4]
Miscellaneous	
All street trees must be planted in accordance with the species as listed in LVMC Section 19.09.040 (Specific to Districts) and the planting requirements of LVMC Section 19.04.060 (Amenity Zone). In the case of a conflict, Section 19.09.040 (Specific to Districts) applies.	
All street trees must be planted and maintained to avoid conflicts with large trucks and fire/emergency vehicles. The min. canopy clearance at maturity is 14 ft.	

[Note:

[1] Refer to LVMC Section 19.09.020.D (Applicability)]

SECTION 57: Section 19.09.070.K is amended by amending that portion of the table pertaining to "Shopfront" so that it reads as follows:

Shopfront		
2 Size		
Distance between Glazing	2 ft min	
Ground Floor Transparency	[75%] 50% min.	
Depth of Recessed Entries[1]	5 ft max.	

SECTION 58: Section 19.09.090.C is amended by adding thereto two new Paragraphs 5 and 6, reading as follows:

5. Site Improvement Thresholds

a. For change of use, interior remodels, facade rehabs, or fire/life safety and ADA upgrades, the Complete Street standards of LVMC Chapter 19.04 and thoroughfare standards of LVMC Chapter 19.09 do not apply.

b. For modifications to an existing structure resulting in net floor area expansion not to exceed 10% or 5,000 SF (whichever is less) of floor area of the existing structure, the Complete Street standards of LVMC Chapter 19.04 and thoroughfare standards of LVMC Chapter 19.09 do not apply; however, a covenant running with the land is required to obtain property owner's consent for future streetscape improvements.

c. For modifications to an existing structure resulting in net floor area expansion exceeding 10% or 5,000 SF (whichever is less) of floor area of the existing structure, the Complete Street standards of LVMC Chapter 19.04 and thoroughfare standards of LVMC Chapter 19.09 apply to development that exceeds the majority block frontage (50%). For partial block frontage (50% or less), a covenant running with the land is required to obtain property owner's consent for future streetscape improvements.

d. For new development or development of a new principal structure on the site, the Complete Street standards of LVMC Chapter 19.04 and thoroughfare standards of LVMC Chapter 19.09 apply to development that exceeds the majority block frontage (50%). For partial block frontage (50% or less), a covenant running with the land is required to obtain property owner's consent for future streetscape improvements.

6. Consistency with Adjacent Development

In locations where the required street improvements have been installed by an adjacent property owner as specified by this Title, all future adjacent development shall match the dimensions of the existing improvements for the remainder of the block. Continuity of landscape and hardscape materials is preferred; however, an Exception to allow variation of materials may be considered by the Director by written request at the time of the preapplication conference.

SECTION 59: Section 19.09.100.G is amended to read as follows:

19.09.100.G Parking Standards

1. Minimum and maximum on-site parking requirements for parcels mapped with a Transect Zone are based on a combination of LVMC 19.12.060 (Parking Requirements), weighted by calculations using Table 1 (Form-Based Code Parking Requirements) below, and Figure 2 (Downtown Parking Load Map), which indicate the estimated parking load based on neighborhood context, location, access, and current and future infrastructure. The first 2,000 square feet of Gross Floor Area (GFA) of nonresidential uses (Refer to Section 19.09.050.I Tables) are exempt from this calculation.

2. Required parking calculated in LVMC Section 19.09.100.G.1 above may be further reduced as established in LVMC Section 19.18.030.D.4 (Parking Alternatives).

3. The standards for the design and layout of parking areas for all commercial and multi-family residential uses are established in LVMC Section 19.08.030.4.D (Commercial and Industrial Parking Design Standards).

4. [If not compliant with the requirement, the project will need the approval of a Variance as established in LVMC Section 19.16.140 (Variance). In the instance where the maximum parking requirement cannot be met due the presence of parking stalls lawfully existing prior to June 15, 2019, and the requirement does not deviate by more than 30%, no Variance is required.] If a project is not compliant with the parking requirements of this Subsection G, a request for Exception must be submitted in writing to the Director in connection with the submittal of a pre-application conference request. In order for an Exception to be eligible for consideration, the applicant must show through convincing and substantial evidence that the Exception furthers the goals of the 2045 Downtown Master Plan and does not detrimentally affect the public health,

safety or general welfare. Any such Exception shall be considered for endorsement by the Director prior to the submittal of an application for Site Development Plan Review. In cases where the Director does not endorse a requested Exception, the relief sought is available only by means of a Waiver pursuant to LVMC 19.16.130.

5. A land use or building which is existing on the effective date of this Title and which complied with the applicable parking standards at the time the use or building was established, but which does not comply with the on-site parking requirements of this Chapter, shall not be considered a nonconforming use or non-conforming building; but rather, it shall be considered a "parking-impaired development." The following rules shall apply to the remodeling, alteration, expansion or reuse of parking-impaired developments:

a. Building permits and certificates of occupancy may be issued for remodeling or structural alterations of parking-impaired developments without requiring compliance with the on-site parking requirements of this Chapter, provided that such work does not result in a change of use that will increase the parking impairment.

b. For any remodeling, alteration, or expansion of a parking-impaired development that requires an increase or decrease in the number of required parking spaces, only the net change in the number of parking spaces shall be considered. If the parking provided, including the net change in the number of parking spaces due to a change of use or building area on the site, falls outside of the parking maximum and minimum range required by this Chapter and results in an increase in the parking impairment, an Exception shall be required pursuant to Paragraph 4 of this Subsection.

SECTION 60: Section 19.09.100 is amended to add a new Subsection H, reading as follows, with existing Subsections H, I and J being relettered I, J and K, respectively:

19.09.100.H Temporary Parking Lot Standards

A temporary parking lot is a parking lot that is developed as an interim use of land for a limited time period, and is not intended to serve as required parking for a development. Approval for a temporary parking lot may be for a period not to exceed three years. Any request to extend this time period shall be by means of an Extension of Time application, as set forth in this Title, and shall be subject to review and approval by the

City Council. The lot shall have a paved surface and shall be striped. Bumpers or tire stops shall be provided for all parking spaces directly abutting a sidewalk, landscape area, street, or alley. A minimum of two of the following options must be provided to satisfy the landscaping and screening requirements for the parking lot:

a. Streetscape amenities in accordance with the applicable streetscape standards herein for the street frontage(s) that immediately abut the site;

b. A 42-inch high ornamental screen fence installed along the street frontage line(s) in conformance with the applicable parking screening standards herein;

c. A permanent artistic installation as approved by staff of the Department for the street frontage(s) that immediately abut the site, to be properly maintained through the duration of the temporary parking lot interim use;

d. A five-foot wide perimeter landscape buffer provided along the front and comer side yard setback lines, planted with a minimum of five-gallon shrubs so as to form a continuous hedge along the frontage lines of the property; or

e. A minimum of ten square feet of landscape area for each parking space, with a minimum of one, 15-gallon sized shade tree for every six parking spaces with four 1-gallon sized shrubs per tree.

→Applications for temporary parking lots shall be reviewed and processed in accordance with the process and standards for a Minor Review of Site Development Plan under this Title.

SECTION 61: Section 19.09.110 is amended by amending the definition of the term "Downtown Retail" to read as follows:

Downtown Retail. Stores and shops selling many lines of merchandise to the ultimate consumer for any purpose, [other than for resale,] including, for example, the following stores and lines of merchandise: Art galleries, retail; Auction House; Banquet Facility; Copy Center; Desktop Publishing; General Retail Store, Other Than Listed; Garden Supply/Plant Nursery; Internet/Catalogue Sales Office; Laundry, Self-Service; Pet Shop; Rental Store; Secondhand Dealer; Shopping Center; Sound Stage; Thrift Shop.

SECTION 62: Appendix F of the Unified Development Code, which contains and is titled Interim Downtown Las Vegas Development Standards, is amended as set forth in Sections 63 to 66, inclusive,

of this Ordinance.

SECTION 63: Section A of Appendix F is hereby amended by replacing Figure 2 with an updated Figure 2 as depicted in the attached Exhibit A.

SECTION 64: Section C of Appendix F is hereby amended by replacing Figure 28 with an updated Figure 28 as depicted in the attached Exhibit B.

SECTION 65: Section C of Appendix F is hereby amended by replacing Figure 33 with an updated Figure 33 as depicted in the attached Exhibit C.

SECTION 66: Section D of Appendix F is hereby amended deleting in its entirety Paragraph D.1.b. Using brackets to show the language so deleted:

[b. Requirements

Outdoor dining is only allowed within Area 1 of the DTLV-O (Downtown Las Vegas Overlay) (Fig. 3) in conjunction with a licensed food or beverage establishment permanently located at the subject site. This section does not apply to open air vendors, food carts, and food trucks.]

SECTION 67: For purposes of Section 2.100(3) of the City Charter, Sections 19.09.030, 19.09.050, 19.09.070, 19.009.090, 19.09.100 and 19.09.110 are deemed to be subchapters rather than sections.

SECTION 68: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 to 66, inclusive, of this Ordinance, including, as deemed necessary or appropriate, making technical corrections, renumbering, relettering, or making other nonsubstantive adjustments associated with codification and publication.

SECTION 69: 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 70: 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 _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-4-20
_____
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 _____, 2020, 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 _____, 2020, 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

Figure 2

DTLV-O Areas 1-3

City of Las Vegas

Printed: Tuesday, January 7, 2020

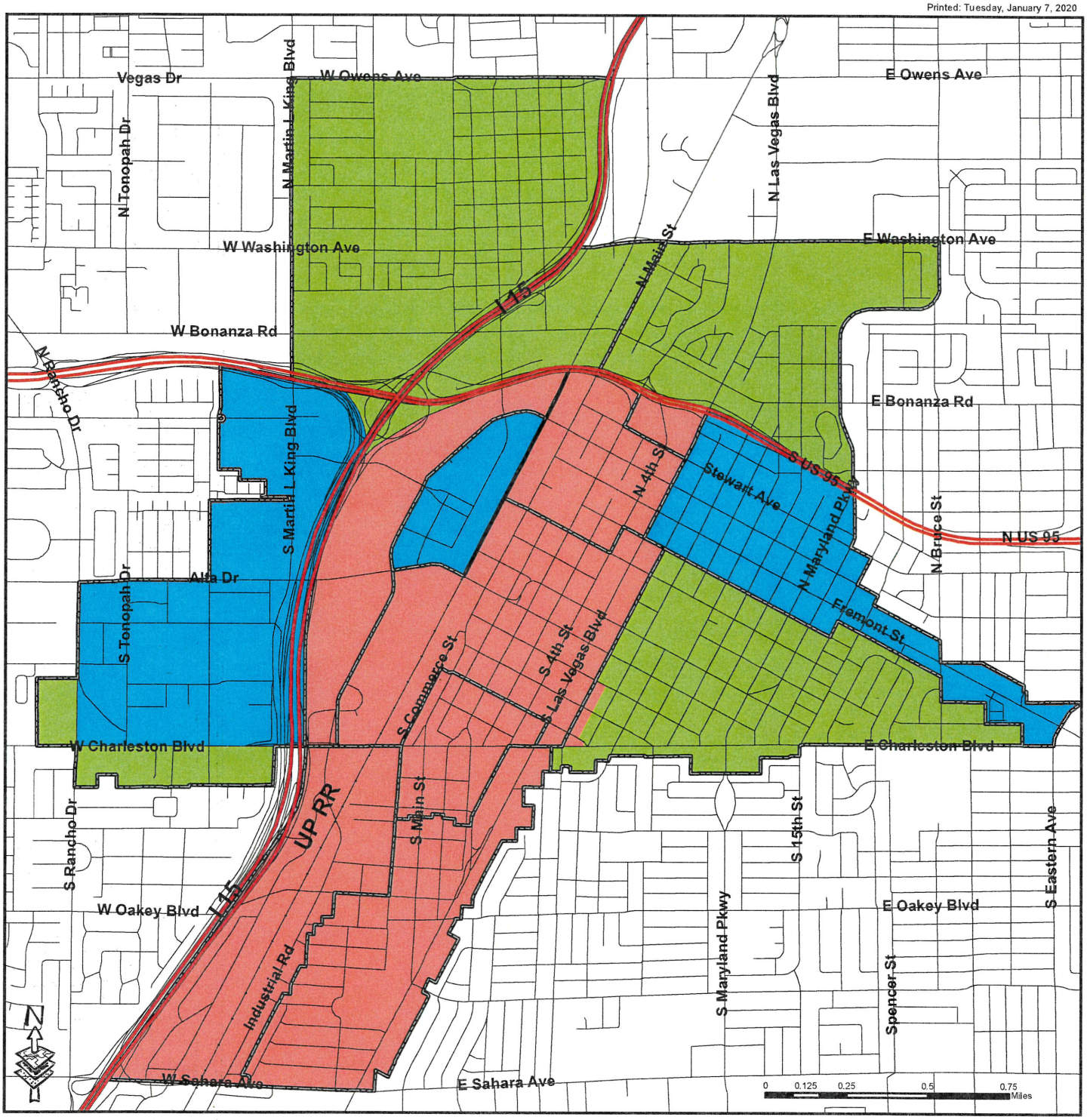


Exhibit A

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

CITY OF LAS VEGAS NEVADA

Legend

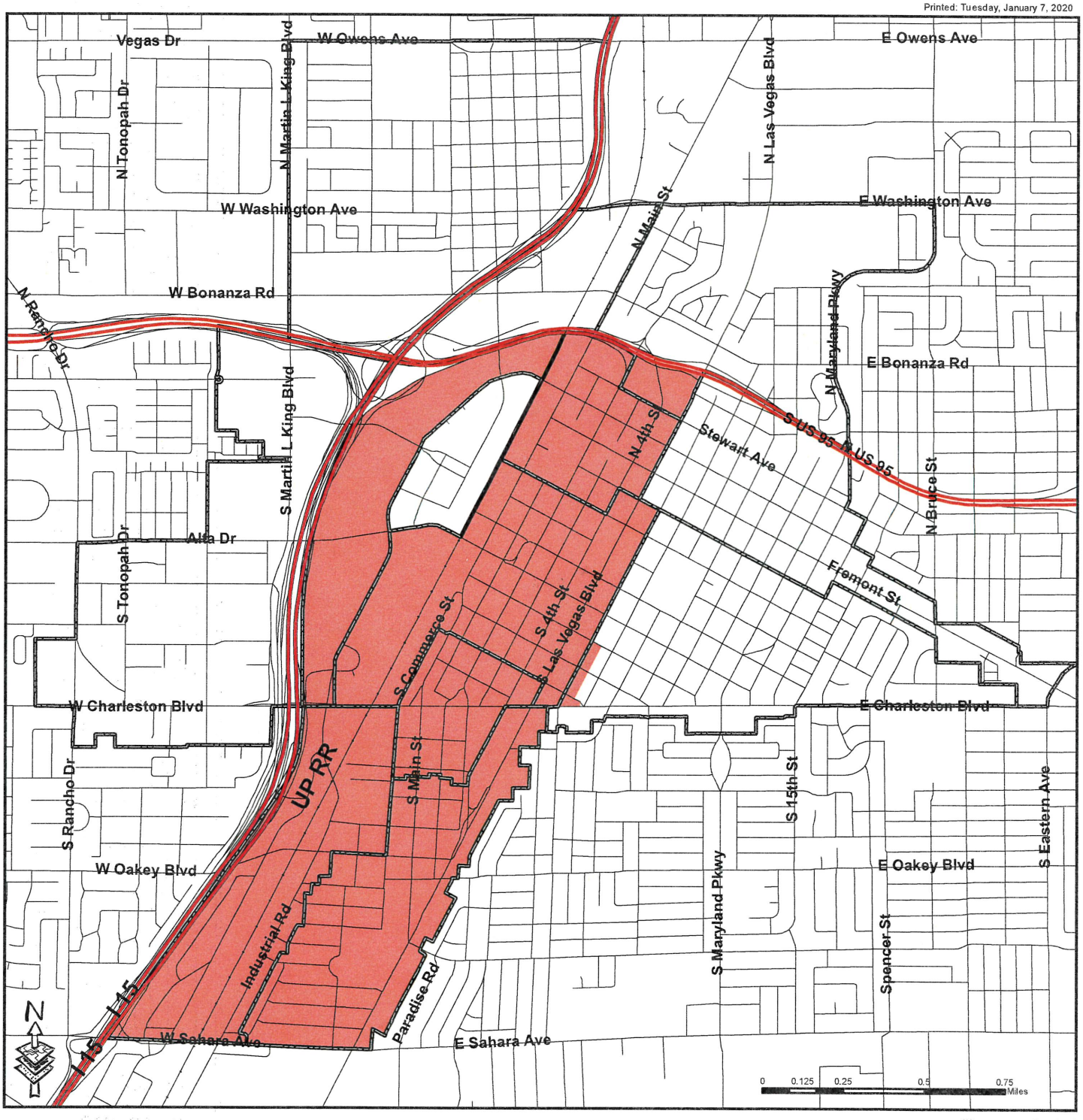
Area 1 Area 2 Area 3

Figure 28

DTLV-O Area 1

City of Las Vegas

Printed: Tuesday, January 7, 2020



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

Exhibit B

Legend

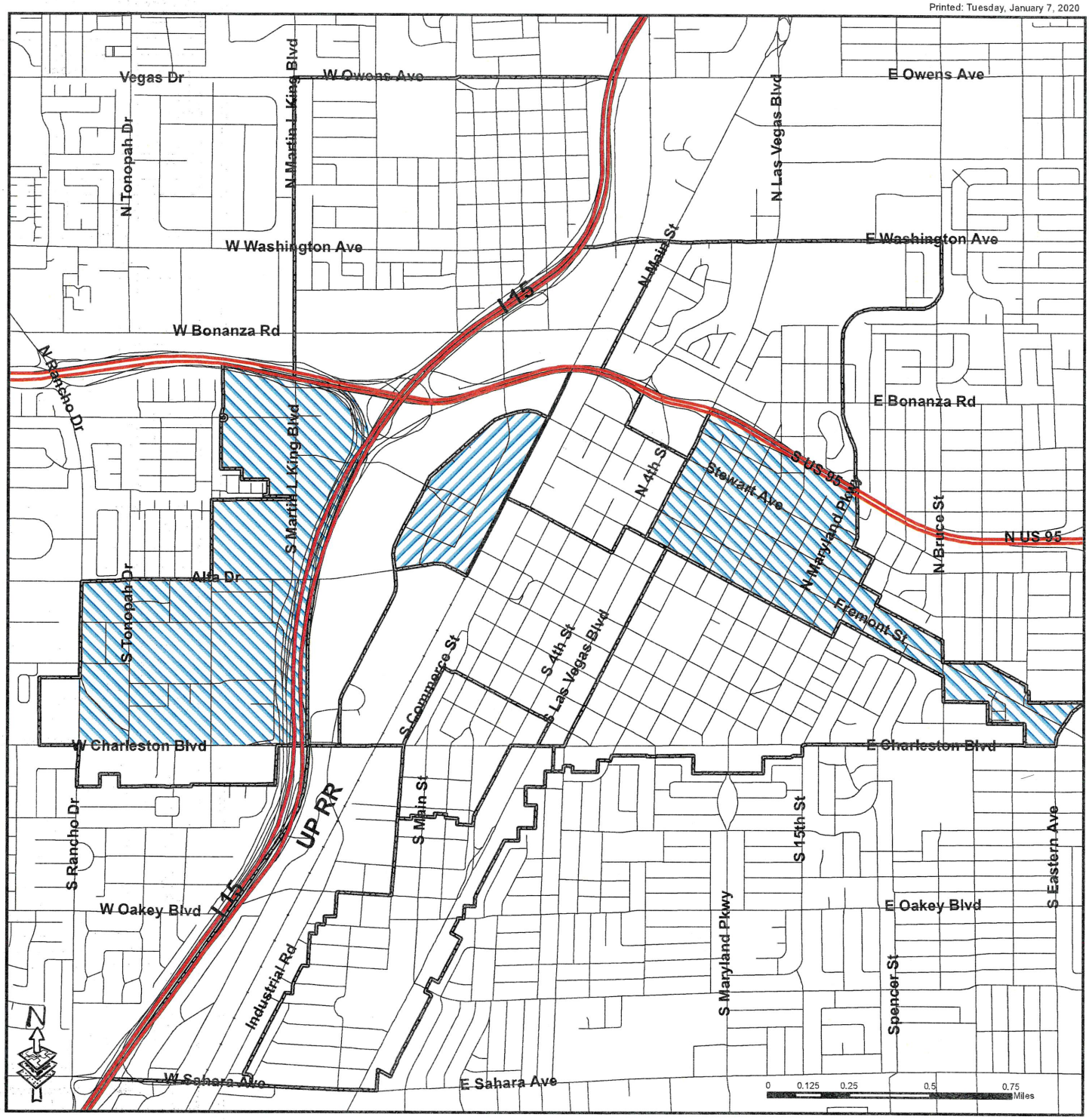
Area 1

Figure 33

DTLV-O Area 3

City of Las Vegas

Printed: Tuesday, January 7, 2020



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

Legend

- Area 3a
- Area 3b

Exhibit C

AGENDA SUMMARY PAGE
City Council
Meeting of: April 1, 2020

Agenda Item No.:
34

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
NEW BILLS:

Bill No. 2020-10 - Amends LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law. Sponsored by: Councilman Cedric Crear

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law. The bill enables locations with certain types of primary alcoholic beverage licenses to have an ancillary winery operation if conducted in accordance with State law and regulations.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2020-10

BILL NO. 2020-10

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 6.50 AND PROVISIONS OF LVMC TITLE 19 TO ESTABLISH LICENSING AND ZONING REGULATIONS FOR ANCILLARY WINERIES AS ALLOWED BY STATE LAW, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Cedric Crear

Summary: Amends LVMC Chapter 6.50 and provisions of LVMC Title 19 to establish licensing and zoning regulations for ancillary wineries as allowed by State law.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, 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 75, reading as follows:

6.50.075: (A) An ancillary winery alcoholic beverage license authorizes the manufacture and sale of wine beverages at an establishment, provided that the owner or operator of such establishment maintains in a primary capacity, at the same location, one of the following licenses:

(1) A tavern alcoholic beverage license pursuant to LVMC 6.50.240;

(2) A tavern-limited alcoholic beverage license pursuant to LVMC 6.50.250;

(3) A beer/wine room alcoholic beverage license pursuant to LVMC 6.50.080;

(4) An urban lounge alcoholic beverage license pursuant to LVMC 6.50.255; or

(5) A tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

(B) An ancillary winery alcoholic beverage license shall only be issued subject to the following conditions:

(1) The manufacture and sale of the wine beverages produced at the location shall comply with all relevant State and Federal laws regarding the manufacture and sale of wine beverages;

(2) The manufacture and sale of wine beverages may only occur as an ancillary activity to the activities permitted by the primary license; and

(3) Prior to issuance of an ancillary winery alcoholic beverage license by the City, the applicant shall present proof of State licensure of the establishment as a winery.

(C) Notwithstanding any provision of this Chapter that might otherwise prohibit or limit the activity, an establishment with an ancillary winery alcoholic beverage license may, pursuant to NRS 597.240:

(1) Serve to consumers, for on-premise consumption, samples of its wine that has been produced, blended or aged at the licensed establishment; and

(2) Sell to consumers, for off-premise consumption, wine that has been produced, blended or aged at the licensed establishment.

(D) Nothing in Subsection (C) shall be deemed to authorize any activity that is not authorized (or is prohibited) by State law.

SECTION 2: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.360: Each licensee shall pay to the Department in advance, the semiannual license fees set forth in the following schedule:

License Category	**Semiannual License Fee (Dollars)**
Alcoholic beverage caterer	[$]500.00
Ancillary	500.00 per category authorized or 1% of gross sales, whichever is greater
Ancillary brew pub	500.00 or 1% of sales to licensed wholesale dealers, whichever is greater
Ancillary craft distillery	500.00 or 1% of gross sales, whichever is greater
Ancillary lounge bar	1,200.00
<u>Ancillary winery</u>	<u>500.00 or 1% of gross sales, whichever is greater</u>
Banquet or event establishment	500.00

Beer and wine room	700.00
Plus: fee for each additional bar	400.00
Beer/wine/cooler on-sale	300.00
Beer/wine/cooler off-sale	300.00
General on-sale	1,200.00
Plus: fee for each additional bar	900.00
General on-sale (beer and wine)	500.00
Liquor manufacturer	1,000.00
Nonprofit club general on-sale	200.00
Package	750.00
Permanent trade show facility	2,400.00
Restaurant service bar	600.00
Restaurant with alcohol	800.00
Plus: fee for each additional bar	750.00
Tavern (one bar)	1,200.00
Plus: fee for each additional bar	900.00
Plus: fee for resort hotel owned gift shop	900.00
Tavern-limited (one bar)	800.00
Plus: fee for each additional bar	500.00
Urban lounge (one bar)	1,000.00
Plus: fee for each additional bar	750.00
Wholesale general	1,000.00

Each time-limited special event general licensee shall pay the following license fee for each day (or for each event, in the case of a multi-day event): One hundred dollars, plus seventy-five dollars for each additional bar.

Each time-limited special event beer/wine/cooler licensee shall pay the following license fee for each day (or for each event, in the case of a multi-day event): Fifty dollars, plus twenty-five dollars for each additional bar.

SECTION 3: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 4 and 5 of this Ordinance. The amendments in those sections are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 4: Title 19, Chapter 12, Section 70, is hereby amended by amending the description of the use "Beer/Wine/Cooler On- and Off-Sale Establishment" to read as follows:

Beer/Wine/Cooler On- and Off-Sale Establishment

Description: An establishment:

1. Whose license to sell alcoholic beverages is generally limited to:

a. The sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the business is conducted; and

b. The sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the business is conducted; and

2. That is operated in connection with one of the following:

a. Restaurant;

b. Grocery Store;

c. General Retail store;

d. Convenience store in which 30 or more people may be served with meals at any time at tables or stools;

e. Beer wine room with an ancillary brew pub, if in accordance with LVMC 6.50.085; [or]

f. Beer wine room that holds a Nevada license as a brew pub, in accordance with LVMC 6.50.050(B)(7)[.]; or

g. Ancillary winery that holds a Nevada license as a winery, in accordance with LVMC 6.50.075.

SECTION 5: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Beer/Wine/Cooler On- and Off-Sale Establishment" to read as follows:

Beer/Wine/Cooler On- and Off-Sale Establishment. An establishment:

1. Whose license to sell alcoholic beverages is generally limited to:

a. The sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the business is conducted; and

b. The sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the business is conducted; and

2. That is operated in connection with one of the following:

a. Restaurant;

b. Grocery Store;

c. General Retail store;

d. Convenience store in which 30 or more people may be served with meals at any time at tables or stools;

e. Beer wine room with an ancillary brew pub, if in accordance with LVMC 6.50.085; [or]

f. Beer wine room that holds a Nevada license as a brew pub, in accordance with LVMC 6.50.050(B)(7)[.]; or

g. Ancillary winery that holds a Nevada license as a winery, in accordance with LVMC 6.50.075.

SECTION 6: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.0070 and 19.18.020 are deemed to be subchapters rather than sections.

. . .

SECTION 7: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 4 and 5 of this Ordinance.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: 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 10: 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 _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-17-2020
_____
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 _____, 2020, 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 _____, 2020, 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: April 1, 2020

Agenda Item No.:
35

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
NEW BILLS:

Bill No. 2020-11 - Ordinance creating the City of Las Vegas, Nevada Special Improvement District No. 815 (Summerlin Village 25); ordering a street project, storm sewer project, sanitary sewer project, drainage project, and water project, within the City of Las Vegas, Nevada and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

FISCAL IMPACT:
Budget Funds Available
Amount: $22,750,000
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 815 (Summerlin Village 25). This ordinance orders the creation of the special improvement district for the purpose of acquiring and improving street projects, storm sewer projects, sanitary sewer projects, water projects and drainage projects paid by special assessments, according to benefits received by the parcels of land within the proposed district pursuant to NRS Chapter 271.

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. 2020-11

Summary – An ordinance creating the City of Las Vegas, Nevada, Special Improvement District No. 815 (Summerlin Village 25), ratifying action taken by City officers toward the creation of such District, and providing other matters related thereto.

BILL NO. 2020-11

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 815 (SUMMERLIN VILLAGE 25); ORDERING A STREET PROJECT, STORM SEWER PROJECT, SANITARY SEWER PROJECT, DRAINAGE PROJECT, AND WATER PROJECT, WITHIN THE CITY OF LAS VEGAS, NEVADA; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council (the "Council") of the City of Las Vegas, Nevada (the "City"), deems it necessary to create the City of Las Vegas, Nevada, Special Improvement District No. 815 (Summerlin Village 25) (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project, drainage project, and water project (collectively, the "Project"), and to defray the entire cost and expense of the Project by special assessments, according to benefits levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, pursuant to Chapter 271 of Nevada Revised Statutes ("NRS") and all laws amendatory thereof and supplemental thereto (the "Act"), there has previously been presented to the Council a written petition from The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), requesting the City to initiate the formation of the District and the acquisition and improvement of the Project and to issue bonds and levy assessments and requesting the City to proceed with certain actions required by the Act; and

WHEREAS, the City and the Developer have entered into a Development and Financing Agreement dated as of April 1, 2020 (the "Financing Agreement"), for the acquisition and improvement of the Project that contains the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the Developer is the owner of all of the assessable property comprising the District; and

WHEREAS, the Council and the officers of the City have done or caused to be done all things necessary and preliminary to the creation of the District, including but not limited to the filing by the City Engineer with the City Clerk of an accurate estimate of cost, full and detailed plans and specifications which comply with NRS 271.710(3)(b), an assessment plat and map and an assessment roll, and the Council now desires to authorize the Project by this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. This ordinance shall be known as and may be cited by the short title "District No. 815 Creation Ordinance" (this "Ordinance").

Section 2. There shall be, and hereby is, created in the City an improvement district designated as the "City of Las Vegas, Nevada, Special Improvement District No. 815 (Summerlin Village 25)" for the purpose of acquiring and improving the Project, as more particularly described below. The Council, pursuant to NRS 271.325(1), has also determined and does hereby declare as follows:

(a) The public convenience and necessity require the creation of the District.

(b) The creation of the District is economically sound and feasible.

(c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is to be made.

Section 3. The Project, which is hereby ordered to be acquired and improved, shall be as shown on the full and detailed plans and specifications for the District filed with the City Clerk. The kind and location of the Project (without mentioning minor details) is as follows:

The Project consists of the acquisition and construction of certain improvements within and without the District to include, without limitation, streets, sanitary sewers, storm sewers, drainage improvements, and water mains, in, along, and adjacent to the property described in this Section 3, and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described (with all segment lengths to be current approximations subject to minor adjustment) as set forth below:

Project 1: Far Hills Avenue (Fox Hill Drive to Sky Vista Drive) Rough Grade, Road Improvements and Street Lights (50%)

This project has been completed and accepted by the City and is subject to reimbursement pursuant to an existing reimbursement agreement in place between the City and the Developer. This project consists of rough grading, improvements, and street lights for half street improvements for Far Hills Avenue for the 1,292 linear foot roadway segment between Fox Hill Drive and Sky Vista Drive (Village 23B Far Hills Improvements – Phase II Fox Hill Drive to Sky Vista Drive Improvement Plans). This work includes the rough grading for the pedestrian access and utility corridor areas on both sides of the roadway improvements. **This project has a total construction cost of $1,851,188 with a District eligible cost of $881,440 (which includes soft costs).**

Project 2A: Fox Hill Drive – Far Hills Avenue to Redpoint Drive, Rough Grade and Improvements

This project consists of rough grading and improvements to Fox Hill Drive between stations 219+52 and 242+81 (approximately 2,329 feet - Village 25 Fox Hill Drive Improvements, Far Hills Avenue to Redpoint Drive Improvement Plans). This work includes the rough grading for the pedestrian access and utility corridor areas on both sides of the roadway improvements. **This project has an estimated total construction cost of $4,292,521 with a District eligible cost of $4,936,400 (which includes soft costs).**

Project 2B: Fox Hill Drive – Far Hills Avenue to Redpoint Drive, Street Lights

This project consists of the installation of street lights on Fox Hill Drive between stations 219+52 and 242+81 (approximately 2,329 feet – Village 25 Fox Hill Drive Improvements, Far Hills Avenue to Redpoint Drive Improvement Plans). **This project has an estimated construction cost of $369,596 with a District eligible cost of $425,035 (which includes soft costs).**

Project 3A: Redpoint Drive – Fox Hill Drive to Sky Vista Drive, Rough Grade and Improvements

This project consists of rough grading and improvements to Redpoint Drive between stations 10+60 and 25+00 (approximately 1,437 feet - Village 25 Redpoint Drive Improvements, Fox Hill Drive to Sky Vista Drive Improvement Plans). This work includes the rough grading for the pedestrian access and utility corridor areas on both sides of the roadway improvements. **This project has an estimated total construction cost of $1,803,159 with a District eligible cost of $2,073,633 (which includes soft costs).**

Project 3B: Redpoint Drive, Fox Hill Drive to Sky Vista Drive, Street Lights

This project consists of the installation of street lights on Redpoint Drive between stations 10+60 and 25+00 (approximately 1,437 feet - Village 25 Redpoint Drive Improvements, Fox Hill Drive to Sky Vista Drive Improvement Plans). **This project has an estimated construction cost of $225,480 with a District eligible cost of $259,302 (which includes soft costs).**

Project 4A: Fox Hill Drive – Redpoint Drive to Sky Vista Drive, Rough Grade and Improvements

This project consists of rough grading and improvements to Fox Hill Drive between stations 242+81 and 253+82 (approximately 1,101 feet - Village 25 Fox Hill Drive Improvements, Redpoint Drive to Sky Vista Drive Improvement Plans). This work includes the rough grading for the pedestrian access and utility corridor areas on both sides of the roadway improvements. **This project has an estimated total construction cost of $1,151,568 with a District eligible cost of $1,324,303 (which includes soft costs).**

Project 4B: Fox Hill Drive, Redpoint Drive to Sky Vista Drive, Street Lights

This project consists of the installation of street lights on Fox Hill Drive between stations 242+81 and 253+82 (approximately 1,101 feet - Village 25 Fox Hill Drive Improvements, Redpoint Drive to Sky Vista Drive Improvement Plans). **This project has an estimated construction cost of $189,333 with a District eligible cost of $217,733 (which includes soft costs).**

Project 5A: Sky Vista Drive – Redpoint Drive to Kettle Ridge Drive, Rough Grade and Improvements

This project consists of rough grading and improvements to Sky Vista Drive between stations 434+43 and 454+22 (approximately 1,979 feet - Village 25 Sky Vista Drive Improvements, Redpoint Drive to Kettle Ridge Drive Improvement Plans). This work includes the rough grading for the pedestrian access and utility corridor areas on both sides of the roadway improvements. **This project has an estimated total construction cost of $2,835,311 with a District eligible cost of $3,260,608 (which includes soft costs).**

Project 5B: Sky Vista Drive, Redpoint Drive to Kettle Ridge Drive, Street Lights

This project consists of the installation of street lights on to Sky Vista Drive between stations 434+43 and 454+22 (approximately 1,979 feet - Village 25 Sky Vista Drive Improvements, Redpoint Drive to Kettle Ridge Drive Improvement Plans). **This project has an estimated construction cost of $400,436 with a District eligible cost of $460,501 (which includes soft costs).**

Project 6A: Fox Hill Drive, Sky Vista Drive to Grand Park Boulevard, Improvements

This project consists of improvements to Fox Hill Drive between stations 45+71 and 61+33 (approximately 1,562 feet - Village 25 Fox Hill Drive Improvements, Sky Vista Drive to Grand Park Blvd. Improvement Plans). **This project has an estimated total construction cost of $1,347,653 with a District eligible cost of $1,549,801 (which includes soft costs).**

Project 6B: Fox Hill Drive, Sky Vista Drive to Grand Park Boulevard, Street Lights

This project consists of the installation of street lights on to Fox Hill Drive between stations 45+71 and 61+33 (approximately 1,562 feet - Village 25 Fox Hill Drive Improvements, Sky Vista Drive to Grand Park Blvd. Improvement Plans). **This project has an estimated construction cost of $234,589 with a District eligible cost of $269,777 (which includes soft costs).**

Project 7A: Fox Hill Drive, Grand Park Boulevard to Park Drift Trail, Improvements

This project consists of improvements to Fox Hill Drive between stations 62+72 and 78+82 (approximately 1,610 feet - Village 25 Fox Hill Drive Improvements, Grand Park Boulevard. to Park Drift Trail Improvement Plans). **This project has an estimated total construction cost of $1,782,577 with a District eligible cost of $2,049,964 (which includes soft costs).**

Project 7B: Fox Hill Drive, Grand Park Boulevard to Park Drift Trail, Street Lights

This project consists of the installation of street lights on to Fox Hill Drive between stations 62+72 and 78+82 (approximately 1,610 feet - Village 25 Fox Hill Drive Improvements, Grand Park Boulevard. to Park Drift Trail Improvement Plans). **This project has an estimated construction cost of $273,141 with a District eligible cost of $314,112 (which includes soft costs).**

Project 8A: Grand Park Boulevard, Sandstone Rise Drive to Fox Hill Drive, Rough Grade and Improvements

This project consists of rough grading and improvements to Grand Park Boulevard between stations 10+54 and 35+88 (approximately 2,534 feet - Village 25 Grand Park Boulevard Improvements, Sandstone Rise Drive to Fox Hill Drive Improvement Plans). This work includes the rough grading for the pedestrian access and utility corridor areas on both sides of the roadway improvements. **This project has an estimated total construction cost of $3,259,947 with a District eligible cost of $3,748,938 (which includes soft costs).**

Project 8B: Grand Park Boulevard, Sandstone Rise Drive to Redpoint Drive, Street Lights

This project consists of the installation of street lights on to Grand Park Boulevard between stations 10+54 and 35+88 (approximately 2,534 feet - Village 25 Grand Park Boulevard Improvements, Sandstone Rise Drive to Fox Hill Drive Improvement Plans). **This project has an estimated construction cost of $468,000 with a District eligible cost of $538,200 (which includes soft costs).**

Project 9: Regional 3665 30" Waterline in Fox Hill Drive – Far Hills Avenue to Redpoint Drive

This project consists of a Regional 30-inch water main (to be constructed under the LVVWD Contract No. C1553 Village 25 3665 Zone North Pipeline Phase I project) in Fox Hill Drive between stations 220+75 and 246+75 (approximately 2,600 feet), extending north from the intersection of Far Hills Avenue to north of the intersection of Redpoint Drive. **This project has an estimated construction cost of $1,186,456 with a District eligible cost of $1,364,424 (which includes soft costs).**

Project 10: Regional 3665 30" Waterline in Fox Hill Drive, Sky Vista Drive, and Kettle Ridge Drive

This project consists of a Regional 30-inch water main (to be constructed under the LVVWD Contract No. C1554 Village 25 3665 Zone North Pipeline Phase II project) in Fox Hill Drive between stations 246+75 and 254+75 (approximately 800 feet), Sky Vista Drive between stations 445+24 and 454+45 (approximately 921 feet), and Kettle Ridge Drive between stations 19+40 and 30+40 (approximately 1,100 feet). **This project has an estimated construction cost of $1,618,690 with a District eligible cost of $1,861,493 (which includes soft costs).**

Project 11: Regional 3895 Zone North Phase I Waterline in Sandstone Rise Drive and Park Drift Trail

This project consists of a Regional 36" MLTMCP water main in Sandstone Rise Drive from the 4125 Pump Station to Park Drift Trail (approximately 1,231 feet), and a 24" DIP water main in Park Drift Trail from Sandstone Rise Drive to Fox Hill Drive (approximately 4,132 feet). **This project has an estimated construction cost of $2,125,427 with a District eligible cost of $2,444,241 (which includes soft costs).**

The boundaries of the District, including the parcels to be assessed, are as follows:

SID DESCRIPTION

PARCELS 1 AND 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 125 OF PARCEL MAPS, PAGE 11 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

AND

LOT 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 125 OF PARCEL MAPS, PAGE 15 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Section 4. The District shall constitute one construction unit with the projects and subprojects described in Section 3. All of the costs of the Project will be defrayed by assessments. The assessments, levied in the principal amount not to exceed $22,750,000 plus interest thereon, shall be payable in semiannual installments at the office of the City Treasurer on the dates and in the amounts set forth in the assessment ordinance related to the District hereafter adopted by the Council.

Section 5. All actions, proceedings and matters previously taken, had and done by the Council and the officers of the City (not inconsistent with the provisions of this Ordinance), concerning the District and the Project, including but not limited to the performing of all prerequisites to the creation of the District, the entering into of the Financing Agreement, the acquisition and improvement of the Project, the determination of the specially benefited property therein, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 6. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings and other items necessary or desirable for the completion of the levying of the assessments for the District and the issuance of the bonds for the Project.

Section 7. Immediately upon the final adoption of this Ordinance, the Council shall, and hereby directs the City Clerk to, file in the office of the County Recorder of Clark County, Nevada, a certified copy of the list of the tracts to be assessed, as shown on the final assessment plat and map. Notwithstanding the foregoing, neither the failure to record such list nor any defect or omission in such list regarding any tract to be included in the District shall affect the validity of any assessment, the lien for the payment thereof or the priority of that lien.

Section 8. If bonds are issued for the Project, the Engineer is hereby authorized to approve all requests by the Developer for payment by the City for the acquisition of each subproject described in the Financing Agreement, subject to and in accordance with the

applicable provisions of the Financing Agreement. Upon such approval, the City Treasurer is hereby authorized to make such payments to the Developer, without the necessity of any further authorization or approval by the Council.

Section 9. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, previously repealed.

Section 10. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 815 (SUMMERLIN VILLAGE 25); ORDERING A STREET PROJECT, STORM SEWER PROJECT, SANITARY SEWER PROJECT, DRAINAGE PROJECT, AND WATER PROJECT, WITHIN THE CITY OF LAS VEGAS, NEVADA; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495. S. Main Street, Las Vegas, Nevada, and that such Ordinance was proposed April 1, 2020, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on April 15, 2020.

/s/ LUANN D. HOLMES, MMC,
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 11. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 815 (SUMMERLIN VILLAGE 25); ORDERING A STREET PROJECT, STORM SEWER PROJECT, SANITARY SEWER PROJECT, DRAINAGE PROJECT, AND WATER PROJECT, WITHIN THE CITY OF LAS VEGAS, NEVADA; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on April 1, 2020, and was passed at the meeting held on April 15, 2020, by the following vote of the City Council:

Those Voting Aye: _____
Those Voting Nay: _____
Those Absent: _____

This Ordinance shall be in full force and effect from and after April 19, 2020, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this April 15, 2020.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Adoption of Ordinance)

Section 12. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

CAROLYN G. GOODMAN, Mayor

(SEAL)

Attest:

LUANN D. HOLMES, MMC,
City Clerk

Approved as to Form:

BRYAN K. SCOTT, Assistant City Attorney

This Ordinance shall be in full force and effect from and after April 19, 2020, i.e., the date after the publication of such ordinance by its title.

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

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the Council on April 1, 2020 and finally adopted and approved on April 15, 2020.

2. The following members of the Council were present at the April 1, 2020 Council meeting:

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

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 1, 2020, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on April 15, 2020, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the April 15, 2020 meeting and voted upon the adoption of the Ordinance as follows:

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

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as the City Clerk, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings on April 1, 2020 and April 15, 2020. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meetings was given not later than 9:00 a.m. on the third working days before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meetings on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meetings, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

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

7. A copy of such notice so given of the meeting of the Council on April 1, 2020 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on April 15, 2020 is attached to this certificate as Exhibit B.

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand on this April 15, 2020.

_____

LUANN D. HOLMES, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 1, 2020 Meeting)

EXHIBIT B

(Attach Copy of Notice of April 15, 2020 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
City Council
Meeting of: April 1, 2020

Agenda Item No.:
36

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
NEW BILLS:

Bill No. 2020-12 - Ordinance concerning City of Las Vegas Special Improvement District No. 815 (Summerlin Village 25); assessing the cost of local improvements against the assessable property benefited by the local improvements; and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 815 (Summerlin Village 25). This ordinance concerns levying and assessing the cost of local improvements against the assessable property benefited by the improvements. Local improvements, including street projects, storm sewer projects, sanitary sewer projects, drainage projects and water projects, shall be paid by special assessments according to the benefits levied against the benefited parcels of land within the district pursuant to NRS Chapter 271.

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. 2020-12

Summary – An ordinance levying assessments in the City of Las Vegas, Nevada, Special Improvement District No. 815 (Summerlin Village 25), ratifying action taken by City officers toward the creation of such District, and providing other matters related thereto.

BILL NO. 2020-12

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT 815 (SUMMERLIN VILLAGE 25); ASSESSING THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE PROPERTY BENEFITED BY THE LOCAL IMPROVEMENTS; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council (the "Council") of the City of Las Vegas, Nevada (the "City"), has previously, pursuant to the requisite preliminary proceedings, created the City of Las Vegas, Nevada, Special Improvement District No. 815 (Summerlin Village 25) (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project, water project and drainage project (the "Project"), and has provided that the entire cost and expense of the Project shall be paid by special assessments, according to benefits received by the benefited lots, tracts and parcels of land in the District; and

WHEREAS, pursuant to Chapter 271 of Nevada Revised Statutes ("NRS") and all laws amendatory thereof and supplemental thereto (the "Act"), there has previously been presented to the Council a written petition from The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), requesting the City to initiate the formation of the District and the acquisition and improvement of the Project and to issue bonds and levy assessments and requesting the City to proceed with certain actions required by the Act; and

WHEREAS, the City and the Developer have entered into a Development and Financing Agreement dated as of April 1, 2020 (the "Financing Agreement"), for the acquisition and improvement of the Project which contains the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the District has been created by an ordinance designated as the "District No. 815 Creation Ordinance" previously approved by the Council under the provisions of the Act; and

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

WHEREAS, such cost and expense of the Project includes the costs and expenses of the City to be incurred in connection with the issuance of the bonds by the City (including any refunding thereof, the "Bonds") to finance the cost of the acquisition and improvement of the Project and the amount of reserve and other funds for the Bonds; and

WHEREAS, the Council has determined and does hereby declare that the net cost to the City of the Project is $22,750,000 of which $-0- is available from other sources and $22,750,000 is to be assessed upon the benefited lots, tracts and parcels of land in the District; and

WHEREAS, after determination of the cost and expense of the acquisition and improvement of the Project to be paid by the property specially benefited, the Council, together with the Engineer (defined herein), made out an assessment roll for the District containing, among other things, the name and address of the last-known owner of the property to be assessed, a description of each lot, tract and parcel of land to be assessed, and the amount of the assessment thereon and has filed the assessment roll with the City Clerk; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor the total cost and expense of the acquisition and improvement of the Project payable from assessments as previously determined and do not exceed the reasonable market value of the lots, tracts and parcels of land to be assessed; and

WHEREAS, it is incumbent upon the Council to provide when said assessments shall become due and the penalties payable after any delinquency; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. This ordinance shall be known as and may be cited by the short title "District No. 815 Assessment Ordinance" (this "Ordinance").

Section 2. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings:

"**Act**" means the Consolidated Local Improvements Law, being Chapter 271 of the Nevada Revised Statutes, as amended from time to time.

"**Administration Fund**" means the fund of that name established under the Indenture.

"**Administrative Allocation**" means, for any Assessment Year, the remainder of (a) the aggregate amount of Assessment Installments payable in such Assessment Year in accordance with this Ordinance (without taking into account any reduction in such Assessment Installments required to be made pursuant to Section 5C hereof), less (b) Annual Debt Service for the Bond Year commencing in such Assessment Year.

"**Administrative Budget Amount**" means, for any Administrative Year, the amount that the City reasonably anticipates, as of the November 15 immediately preceding the commencement of such Administrative Year, will be required to be available in the Administration Fund to pay Administrative Costs during the course of such Administrative Year or any subsequent Administrative Year; provided, however, the Administrative Budget Amount may not exceed the Administrative Allocation for such Administrative Year.

"**Administrative Costs**" means the actual and reasonable costs of administering the levy, collection and enforcement of the Assessments and all other actual and reasonable administrative costs and incidental expenses related to the Assessments or the Bonds, including, but not limited to, Trustee's fees and expenses, engineer's fees and expenses, outside legal costs, the costs and expenses of City staff and fees incurred in connection with the calculation of arbitrage rebate due to the federal government, the costs of existing or projected delinquencies in Assessment payments in current or future Administrative Years in amounts determined by the City in its sole discretion, which amounts may be used to pay Annual Debt Service in the City's sole discretion, the costs of complying with federal securities laws, and the costs of any modification to the District.

"**Administrative Year**" means the twelve-month period beginning on December 2 in each year and extending to the next succeeding December 1, both dates inclusive. The first Administrative Year shall begin on December 2, 2021 and end on December 1, 2022.

"Annual Debt Service" means, with respect to any Outstanding Bonds, for each Bond Year, the sum of (a) the interest due on such Bonds in such Bond Year, assuming that such Bonds are retired as scheduled (including by reason of mandatory sinking fund redemptions), and (b) the principal amount of the such Bonds due in such Bond Year (including any mandatory sinking fund redemptions due in such Bond Year).

"**Appraised Value**" means the market value of all or any portion of the Property (assuming the completion of any portion of the Project to be acquired with the proceeds of Bonds that have been issued) as set forth in a Qualified Appraisal Report prepared by a Qualified Appraiser.

"**Assessment**" or "**Assessments**" means, with respect to the Property, or a portion thereof, the aggregate special assessments levied by the City thereon pursuant to and in accordance with the terms of this Ordinance and, with respect to an individual parcel of the Property, means the special assessment levied by the City thereon pursuant to and in accordance with the terms of this Ordinance.

"**Assessment Installments**" means the installments of principal and interest payable with respect to the Assessments.

"**Assessment Revenue Fund**" means the fund of that name established under the Indenture.

"**Assessment Roll**" means the Assessment Roll prepared by the Engineer in connection with the levy of the Assessments.

"**Assessment Year**" means the twelve-month period beginning on October 2 in each year and extending to the next succeeding October 1, both dates inclusive, except that the first Assessment Year shall begin on October 2, 2021 and end on October 1, 2022.

"**Bond Year**" means each twelve-month period beginning on December 2 in each year and extending to the next succeeding December 1, both dates inclusive, except that the first Bond Year shall begin on December 2, 2021 and end on December 1, 2022.

"**Chief Financial Officer**" means the Chief Financial Officer of the City.

"**City Treasurer**" means the Treasurer of the City, who is the officer of the City upon whom is delegated by law general responsibility for the maintenance of the moneys and other funds of the City.

"**Creation Ordinance**" means the ordinance of the City Council creating the District.

"**Construction Fund**" means the fund of that name established under the Indenture.

"**Credit Amount**" means, for any Assessment Year, an amount equal to the remainder of (a) the sum of (i) the amount on deposit in the Assessment Revenue Fund on December 3 of such Assessment Year (excluding amounts on deposit on December 3, 2020 and December 3, 2021, which shall not be used in calculating any Credit Amount) plus (ii) an amount equal to the Administrative Allocation for such Assessment Year, less (b) an amount equal to the Administrative Budget Amount for the Administrative Year commencing in such Assessment Year.

"**District**" means the "City of Las Vegas, Nevada Special Improvement District No. 815 (Summerlin Village 25)" created by the City pursuant to the Creation Ordinance.

"**Engineer**" means the City Engineer.

"**Engineer's Report**" means the engineer's report for the District prepared by the Engineer, as originally approved or as the same may be amended from time to time in accordance with the Act.

"**Indenture**" means the Trust Indenture relating to the Bonds by and between the City and the Trustee, as originally executed or as it may from time to time be amended or supplemented by any Supplemental Indenture.

"**NRS**" means the Nevada Revised Statutes, as amended from time to time.

"**Ordinance**" means this Ordinance.

"**Parity Assessment**" means a special assessment levied pursuant to the Act or any similar law, the lien of which is on a parity with the lien of the Assessments.

"**Payment Dates**" means April 1 and October 1, commencing October 1, 2020.

"**Project**" means the local improvements to be acquired, constructed and improved by the City with a portion of the proceeds of the Bonds, which local improvements are described in the Engineer's Report and the Creation Ordinance.

"**Property**" means the real property located within the District, as described in the Creation Ordinance.

"**Qualified Appraisal Report**" means a real estate appraisal report which (a) has been prepared by a Qualified Appraiser, (b) uses a date of value, or was updated by a letter dated, no more than six months prior to the date of submittal to the Trustee, (c) states that it is prepared in accordance with the applicable standards of the Appraisal Institute for such reports, (d) is written in conformance with Uniform Standards of Professional Appraisal Practice (USPAP), and (e) employs a methodology and provides limiting conditions that are consistent with the Initial Appraisal Report.

"**Qualified Appraiser**" means BTI Appraisal, or any other real estate appraiser selected by the City that has a MAl designation from the Appraisal Institute and that is a Certified General Appraiser licensed in the State.

"**Qualified Engineer**" means a qualified engineer, or firm of engineers, of recognized standing in the field of assessment engineering.

"**Reserve Fund**" has the meaning ascribed thereto in the Indenture.

"**Semiannual Credit Amount**" means, for any Assessment Year, 50-percent of the Credit Amount for such Assessment Year.

"**State**" means the State of Nevada.

"**Supplemental Indenture**" means any indenture amendatory of or supplemental to the Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized under the Indenture.

"**Trustee**" means The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture, and any successor thereto permitted under the Indenture.

"**Value to Lien Ratio**" means a fraction, (a) the numerator of which is the sum of (i) the taxable value of the Property, or the portion thereof with respect to which the Value to Lien Ratio is being determined, for which a Qualified Appraisal Report has not been provided, as such value is shown on the most recently equalized property tax roll, plus (ii) the Appraised Value of the Property, or the portion thereof with respect to which the Value to Lien Ratio is being determined, for which a Qualified Appraisal Report has been provided, as such Appraised Value is shown in such Qualified Appraisal Report, and (b) the denominator of which is the sum of the principal amount of existing Assessments levied on the Property or such portion thereof, plus the principal amount of existing Parity Assessments levied on the Property or such portion thereof, plus the principal amount of any Parity Assessments proposed to be levied on the

Property or such portion thereof, which proposed Parity Assessments are anticipated to be levied on or before the date of, or in connection with, the event requiring a determination of Value to Lien Ratio; the Value to Lien Ratio shall be expressed, after reducing said fraction, as a number equal to the numerator of said fraction "to" a number equal to the denominator of said fraction.

Section 3. All actions, proceedings and matters previously taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the acquisition and improvement of the Project, the levy of Assessments for those purposes, and the validation and confirmation of the Assessment Roll and the Assessments therein, are ratified, approved and confirmed.

Section 4. For the purpose of paying the cost and expense of acquisition and improvement of the Project by the City, there are hereby levied and assessed against the lots, tracts and parcels of land in the District specially benefited by the Project and described in the Assessment Roll, the amounts and assessments shown in the Assessment Roll (as so filed and confirmed). The Council hereby finds and determines that such Assessments do not exceed the benefits to the property assessed nor the total cost and expense of the acquisition and improvement of the Project payable from assessments as previously determined and do not exceed the reasonable market value of the lots, tracts and parcels of land to be assessed.

Section 5.

A. The Developer, pursuant to Financing Agreement, has elected to pay the Assessments in installments, with interest as hereinafter provided, and the Council hereby authorizes such manner of payment. The unpaid Assessments shall be payable on April 1 and October 1 of each year, commencing on October 1, 2020, in fifty-nine (59) semi-annual substantially equal installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance at a rate or rates, which shall not exceed by more than one percent (1%) the highest rate of interest on the Bonds issued for the District. Between the effective date of this Ordinance and the date the Bonds are issued, the unpaid Assessments shall bear interest at 0%. After the Bonds are issued, the Council hereby delegates to the City's Chief Financial Officer pursuant to NRS 271.415 the ability to fix the rate or rates of interest on the unpaid Assessments in accordance with the parameters described in this Section. The effective interest rate on the Bonds will not exceed the statutory maximum rate, i.e., will not exceed by more than 3% the

"Index of Twenty Bonds," which shall have been most recently published before the time bids for the bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted.

B. The City Treasurer shall, on approximately March 1 and September 1 of each calendar year, commencing September 1, 2020, mail, by United States mail, postage prepaid as first-class mail, an assessment bill to each owner of a parcel of the Property with respect to which Assessment Installments are payable on the following April 1 or October 1, respectively. The names and addresses of such property owners shall be obtained from the records of the Clark County Assessor or from such other source or sources as the City Treasurer deems reliable. The assessment bill shall specify the amount of the Assessment Installment payable by such owner on the following April 1 or October 1, as applicable, and shall state that each such day is the last day for payment of such amount. Each assessment bill shall specify what portion of the amount payable constitutes interest and what portion constitutes principal.

C. Pursuant to the Indenture, the Trustee is required to notify the City Treasurer, no later than December 10 of each year, commencing December 10, 2022, of the amount on deposit in the Assessment Revenue Fund as of December 3 of such year. On or before December 15 of each year, commencing December 15, 2021, the City Treasurer shall calculate, or cause to be calculated, the Credit Amount for the then current Assessment Year. An amount equal to the Semiannual Credit Amount for such Assessment Year shall be credited against the aggregate Assessment Installments payable on each Payment Date in such Assessment Year. The amount of the Assessment Installment payable with respect to each parcel of the Property on each such Payment Date shall be reduced by a proportionate share of the Semiannual Credit Amount, such share to be in the same proportion to the whole of the Semiannual Credit Amount as the unpaid and non-delinquent principal of the Assessment levied on such parcel is to the whole of the unpaid and non-delinquent principal of the Assessment levied on the Property. The assessment bills shall reflect such reduction in the amount of the Assessment Installment payable on each Payment Date. Any Assessment Installment, the amount payable with respect to which on any Payment Date is reduced pursuant to this Section, shall for all purposes be deemed to have been paid on such Payment Date in an amount equal to such reduction. Notwithstanding the foregoing, amounts on deposit in the Assessment Revenue Fund on December 3, 2020 and December 3, 2021 shall by operation of this Ordinance be

deemed to be Administrative Costs, shall not be used to calculate any Credit Amount, and shall be transferred by the Trustee to the City for deposit into the Administration Fund.

D. The owner of any Property assessed and not in default as to any Assessment Installment or payment may, at any time (at the option of such owner), pay the whole or any portion of the unpaid principal with interest accruing thereon to the next Payment Date, together with a prepayment premium equal to three percent (3%) of the principal amount so prepaid. If the Bonds (or any bonds issued to refund the Bonds) may then be redeemed without the payment of any premium, the City, in its sole discretion, may waive the requirement of payment of the prepayment premium. No waiver for a particular prepayment premium shall be deemed to be a waiver for any other prepayment premium. The owner of any assessed property may, at any time, request the City to provide information as to the total amount which will be due in connection with a proposed prepayment of an Assessment by such owner and the City will promptly (but in any event within five (5) business days) provide such information to the owner. After any partial prepayment of an assessment or refunding of the Bonds pursuant to NRS 271.488, the City Treasurer shall reamortize the Assessment Installments due on the parcel on which the partial prepayment was made or, in the case of a refunding, on all parcels, so that the remaining Assessment Installments are semiannual substantially level installments of principal and interest with a final due date of October 1, 2049.

E. The Assessment against a portion of Property shall be reduced by the amount of any credits available for such Assessment that are applied as a result of the voluntary prepayment thereof in whole or part as provided in the Indenture. This section does not prevent the City from amending this Ordinance, the Financing Agreement or any other documents executed in connection with the Bonds to provide for other uses of the interest earned on Bond proceeds, any excess Bond proceeds or the reserve fund established for the Bonds (the "Reserve Fund") in connection with a refunding of the Bonds; and the owners of the property assessed in the District have no entitlement to payment of any amounts in the interest earned on Bond proceeds, any excess Bond proceeds or the Reserve Fund in the event of such an amendment.

F. The City Treasurer shall, within eight (8) City business days after the end of each calendar month in which Assessment Installments are received, transfer such Assessment Installments to the Trustee for deposit in the Assessment Revenue Fund; provided,

however, that any Assessment Installments received during the period from May 1 to May 15 shall be transferred by the City Treasurer to the Trustee no later than May 31 and any Assessment Installments received during the period from November 1 to November 15 shall be transferred by the City Treasurer to the Trustee no later than November 30.

Section 6. The amounts assessed as provided in this Ordinance shall be a lien upon the lots, tracts and parcels of land from the effective date of this Ordinance until paid. Pursuant to NRS Section 271.420, such lien shall be co-equal with the latest lien upon the lots, tracts and parcels to secure the payment of general taxes, shall not be subject to extinguishment by the sale of any property on account of the nonpayment of general taxes, and shall be prior and superior to all liens, claims, encumbrances and titles other than the lien of assessments and general taxes. The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. If any parcel of Property is divided after the effective date of this Ordinance and before the collection of all of the Assessment Installments, the Council may require the City Treasurer to apportion the uncollected amounts upon the several parts of land so divided.

A. Apportionments of Assessments shall be made in accordance with the method specified in the Engineer's Report.

B. In accordance with NRS 271.425, the City Treasurer shall prepare, or cause a Qualified Engineer to prepare, a report of such apportionment which, when approved by the City Council, shall be recorded in the office of the Clark County Recorder, together with a statement that the current payment status of any of the Assessments may be obtained from the City Treasurer. Neither the failure to record the report nor any defect in the report as recorded shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

C. The report of such an apportionment, when approved, shall be conclusive on all the parties, and all Assessments thereafter made upon the tracts shall thereafter be according to the subdivision.

Section 8. The City may also reapportion assessments on tracts (whether currently within the District or latter added to the District) with the consent of property owners whose assessment will be increased thereby pursuant to NRS 271.425(3) or NRS 271.710(2), subject to the following restrictions:

A. The City Council shall not make a finding that a proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 will not materially or adversely impair the obligation of the City with respect to Outstanding Bonds unless the City Council first obtains a written report of a Qualified Engineer certifying that, based on a Qualified Appraisal Report, the Value to Lien Ratio (including in the calculation thereof any increase in the Assessment on any parcel as a result of such combination or reapportionment) for each parcel of the Property, if any, on which Assessments are combined and each parcel of the Property, if any, on which Assessments are increased as a result of such reapportionment is at least three (3) to one (1). The City Council shall be entitled to rely on such written report of a Qualified Engineer in making such finding, and such written report of a Qualified Engineer shall be conclusive evidence that such proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 will not materially or adversely impair the obligation of the City with respect to Outstanding Bonds. The City Council shall not make the finding described in subsection 4(b) of NRS 271.425 unless the City Council first obtains a written report of a Qualified Engineer stating that the proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 will not increase the principal balance of any Assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the Assessment. The City Council shall be entitled to rely on such written report of a Qualified Engineer in making such finding, and such written report of a Qualified Engineer shall be conclusive evidence that such proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 will not increase the principal balance of any Assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the Assessment. Notwithstanding the foregoing, no combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 shall be made unless, as of the effective date of such combination

or reapportionment, there are no delinquencies in the payment of Assessment Installments on any parcel of property on which Assessments will be increased as a result of such combination or reapportionment.

Section 9. In case any such lot, tract or parcel of land so assessed is delinquent in the payment of such assessment or any installment of principal or interest, the City Treasurer promptly (but in no event later than 60 days after the installment due date) shall mark the Assessment Installment delinquent on the Assessment Roll for the District and shall notify the owner of such delinquent property, if known, in writing of such delinquency, by first class mail, postage prepaid, addressed to the addressee's last-known address.

A. Said Assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to 271.630, and the Assessment Roll and certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings.

B. Except as herein provided, failure to pay any Assessment Installment, whether of principal or interest, when due shall cause the whole amount of the unpaid principal of such Assessment to become due and payable immediately, at the option of the City, the exercise of said option shall be indicated by the commencement of foreclosure or sale proceedings by the City. The whole amount of the unpaid principal and the interest that has accrued thereon shall, commencing fifteen (15) days after the date on which the delinquent Assessment Installment became due, whether or not the option to accelerate the due date for the payment of the unpaid principal is exercised, bear a penalty at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the Assessment and accrued interest, until the day of the foreclosure sale or until paid; provided that, at any time prior to the day of such sale, the owner of any such lot or parcel may pay the aggregate amount of all of the delinquent Assessment Installments originally becoming due on or before the date of said payment, with accrued interest thereon and all penalties and costs of collection accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if a default had not been suffered.

C. If any such collection is not promptly enforced by the City, any Bondholder may file and prosecute a foreclosure action in the name of the City. Any

Bondholder may also proceed against the City to protect and enforce the rights of the owners of the Bonds under this Ordinance and the Act by suit, action or special proceedings in equity or at law, only for either of the appointment of a receiver or for the specific performance of any provision contained herein or in the Act or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such bondholder may deem most effectual to protect and enforce the rights aforesaid. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of the Bonds then outstanding. The failure of the Bondholders so to foreclose upon the property which is the subject of such delinquent assessments or so to proceed against the City, or both, shall not relieve the City or any of its officers, agents or employees of any duty so to take the actions hereinabove set forth.

Section 10. The City shall not levy Parity Assessments against the Property, or any portion thereof, unless the Value to Lien Ratio of each parcel of the Property, or the portion thereof against which such Parity Assessment is proposed to be levied, will be, immediately after such levy, no less than three (3) to one (1).

Section 11. The City Clerk is hereby directed to deliver to the County Assessor, the County Recorder and the City Treasurer, a copy of the final Assessment Roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner against whom the assessment was made, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the Assessment Roll as provided in this Section, nor any defect in the roll as recorded shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien. The City Treasurer is hereby directed to collect the amounts assessed as a tax upon the lots, tracts and parcels of land to which they were assessed.

Section 12. In accordance with NRS 271.390(2), the City Clerk shall give written notice of the levy of assessments by mailing a copy of such notice, postage prepaid, either before or promptly after the effective date of this Ordinance, to the owners of all property upon which the assessment was levied at their last-known addresses. Proof of such mailing shall be made by the affidavit of the City Clerk, provided, however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the

District. Proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and all Bonds shall have been paid in full, as to both principal and interest, or until any claim is barred by an appropriate statute of limitations. The Council hereby determines that the manner of giving notice herein provided by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 13. The notice provided for in NRS 271.390(2) and in Section 12 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 815 (SUMMERLIN VILLAGE 25)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied that, by an ordinance duly passed, adopted, signed and approved on April 15, 2020 (the "Ordinance"), there were levied and assessed against the lots, tracts and parcels of land specially benefited by the local improvements in what is designated as the "City of Las Vegas, Nevada, Special Improvement District No. 815 (Summerlin Village 25)" (said lots, tracts and parcels of land being more specifically described in the assessment roll designated in the Ordinance), the costs and expenses of such improvements.

The assessments are payable at the times and in the amounts specified in the Ordinance. Failure to pay any installment, whether of principal or interest, when due shall cause the whole amount of the unpaid principal of such assessment to become due and payable immediately at the option of the City, the exercise of said option shall be indicated by the commencement of sale proceedings by the City. The whole amount of the unpaid principal and the interest that has accrued thereon shall, commencing fifteen (15) days after the date on which the delinquent installment became due, whether or not the option to accelerate the due date for the payment of the unpaid principal is exercised, bear a penalty at the rate of 2% (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of the foreclosure sale or until paid; provided that, at any time prior to the day of such sale, the owner of any such lot or parcel may pay the aggregate amount of all of the delinquent installments originally becoming due on or before the date of said payment, with accrued interest thereon and all penalties and costs of collection accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if a default had not been suffered.

Pursuant to NRS 271.395, within 15 days after the effective date of the Ordinance, any person who has filed a complaint, protest or objection in writing may commence an action or suit in any court of competent jurisdiction to correct or set aside such determination.

Thereafter all actions or suits attacking the regularity, validity and correctness of the proceedings, of the assessment roll, of each assessment contained in the assessment roll, and of the amount of the assessment levied on each lot, tract and parcel of land including without limiting the generality of the foregoing, the defense of confiscation, are perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from April 19, 2020, which lien shall be coequal with the latest lien thereon to secure the payment of general (ad valorem) taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general (ad valorem) taxes). The sale of any such lot, tract or parcel of land for general (ad valorem) taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

DATED this April 15, 2020.

/s/ LUANN D. HOLMES
City Clerk

Amount of assessment $_____

Description of property assessed _____

(End of Form of Notice)

Section 14. The officers of the City are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings and other items necessary or desirable for the issuance of the Bonds.

Section 15. All ordinances, bylaws, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, bylaw, resolution or order, or part thereof, previously repealed.

Section 16. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT 815 (SUMMERLIN VILLAGE 25); AND ASSESSING THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE PROPERTY BENEFITED BY THE LOCAL IMPROVEMENTS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495. S. Main Street, Las Vegas, Nevada, Las Vegas, Nevada, and that such Ordinance was proposed April 1, 2020, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on April 15, 2020.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 17. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT 815 (SUMMERLIN VILLAGE 25); AND ASSESSING THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE PROPERTY BENEFITED BY THE LOCAL IMPROVEMENTS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on April 1, 2020, and was passed at the meeting held on April 15, 2020, by the following vote of the City Council:

Those Voting Aye: _____
Those Voting Nay: _____
Those Absent: _____

This Ordinance shall be in full force and effect from and after April 19, 2020, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this April 15, 2020.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication)

Section 18. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

Attest:

_____
LUANN D. HOLMES, MMC,
City Clerk

Approved as to Form:

_____
BRYAN K. SCOTT, Assistant City Attorney

This Ordinance shall be in full force and effect from and after April 19, 2020, i.e., the date after the publication of such ordinance by its title.

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

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the Council on April 1, 2020 and finally adopted and approved on April 15, 2020.

2. The following members of the Council were present at the April 1, 2020 Council meeting:

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

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 1, 2020, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on April 15, 2020, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the April 15, 2020 meeting and voted upon the adoption of the Ordinance as follows:

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

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as the City Clerk, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings on April 1, 2020 and April 15, 2020. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meetings was given not later than 9:00 a.m. on the third working days before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meetings on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meetings, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

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

7. A copy of such notice so given of the meeting of the Council on April 1, 2020 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on April 15, 2020 is attached to this certificate as Exhibit B.

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand on this April 15, 2020.

_____

LUANN D. HOLMES, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 1, 2020 Meeting)

EXHIBIT B

(Attach Copy of Notice of April 15, 2020 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
City Council
Meeting of: April 1, 2020

Agenda Item No.:
37

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
NEW BILLS:

Bill No. 2020-13 - Ordinance authorizing the issuance and sale by the City of its Special Improvement District No. 815 (Summerlin Village 25) Local Improvement Bonds, Series 2020, approving the form of certain documents with respect to such bonds, ratifying action taken by City officers toward the issuance of such bonds; and providing other matters related thereto. Proposed by: Venetta Appleyard, Director of Finance

FISCAL IMPACT:
Budget Funds Available
Amount: $22,750,000
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Finance

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 815 (Summerlin Village 25). This ordinance authorizes the issuance of Local Improvement Bonds in the principal amount of $22,750,000 to provide funds to pay the cost and expense of local improvements within the Special Improvement District No. 815 (Summerlin Village 25).

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. 2020-13

Summary - An ordinance authorizing the issuance of the "City of Las Vegas, Nevada, Special Improvement District No. 815 (Summerlin Village 25) Local Improvement Bonds, Series 2020," and approving the form of certain documents with respect to such bonds, ratifying action taken by City officers toward the issuance of such bonds, and providing other matters related thereto.

BILL NO. 2020-13
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS SPECIAL IMPROVEMENT DISTRICT NO. 815 (SUMMERLIN VILLAGE 25) LOCAL IMPROVEMENT BONDS, SERIES 2020; APPROVING THE FORM OF CERTAIN DOCUMENTS WITH RESPECT TO SUCH BONDS; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARD THE ISSUANCE OF SUCH BONDS; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada; and

WHEREAS, the City Council of the City (the "Council") has heretofore, pursuant to the requisite preliminary proceedings, created the "City of Las Vegas, Nevada Special Improvement District No. 815 (Summerlin Village 25)" (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project, drainage project, and water project (the "Project") and has provided that the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefitted lots, tracts and parcels of land in the District; and

WHEREAS, the Council has by ordinance (the "Assessment Ordinance") levied assessments in the amount of $22,750,000 against the property in the District benefitted by the Project; and

WHEREAS, the Council desires to issue its "City of Las Vegas, Nevada Special Improvement District No. 815 (Summerlin Village 25) Local Improvement Bonds, Series 2020," in an aggregate principal amount not to exceed $22,750,000 (the "Bonds") to provide funds to pay the cost and expense of the Project; and

WHEREAS, the Bonds are to be payable from the sources permitted by the Consolidated Local Improvements Law, Chapter 271, NRS, and all laws amendatory thereof and

supplemental thereto (the "Act"), as more fully described in the hereinafter referred to Trust Indenture; and

WHEREAS, the Bonds are to be sold by the City to Stifel, Nicolaus & Company, Incorporated, as underwriter and purchaser of the Bonds (the "Purchaser"); and

WHEREAS, the Bonds are to be issued pursuant to a Trust Indenture (the "Trust Indenture") between the City and The Bank of New York Mellon Trust Company, N.A., as trustee; and

WHEREAS, the Bonds are to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser and accepted by the City's Chief Financial Officer (the "Chief Financial Officer"), which rates must not exceed by more than 3% the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time the offer to purchase the Bonds is received, and are to be sold at a price equal to the principal amount thereof, plus accrued interest to the date of delivery of the Bonds, plus a premium or less a discount not exceeding 9% of the principal amount thereof, all as specified by the Chief Financial Officer in a certificate dated on or before the date of delivery of the Bonds (the "Certificate of the Chief Financial Officer"); and

WHEREAS, the City hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the Council has found and determined and hereby declares:

A. It is necessary and for the best interests of the City to effect the Project and to issue the Bonds; and

B. Each of the limitations and other conditions to the issuance of the Bonds in the Charter, the Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met.

WHEREAS, there are on file with the City Clerk: (i) the proposed form of the Trust Indenture; (ii) the proposed form of the Purchase Contract between the City and the Purchaser relating to the Bonds (the "Purchase Contract"); (iii) the proposed form of the Continuing Disclosure Certificate relating to the Bonds (the "Disclosure Certificate"); and (iv) the proposed form of the Preliminary Official Statement to be used by the Purchaser in connection with the offering of the Bonds (the "Preliminary Official Statement").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "Special Improvement District No. 815 Bond Ordinance" (the "Ordinance").

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the Project and the issuance of the Bonds to provide funds to pay the costs of the Project be, and the same hereby are, ratified, approved and confirmed.

Section 3. To provide the funds for the Project, the City hereby authorizes the issuance of its local improvement bonds under the Act, and the Supplemental Bond Act, to be designated the "City of Las Vegas, Nevada Special Improvement District No. 815 (Summerlin Village 25) Local Improvement Bonds, Series 2020." The Bonds shall be in an aggregate principal amount, mature in the years and amounts, bear interest, and be subject to redemption as provided in a Sale Certificate of the Chief Financial Officer executed and delivered prior to the delivery of the Bonds; provided, however, the Sale Certificate of the Chief Financial Officer shall not authorize: (i) an aggregate principal amount of Bonds in excess of $22,750,000; (ii) an effective interest rate on the Bonds that exceeds by more than three percent (3%) the "Index of Twenty Bonds" which was most recently published in The Bond Buyer prior to the time the Purchase Contract is executed; or (iii) a prepayment premium on the Bonds (relating to optional or mandatory redemptions) in excess of 3% of the principal amount of the Bonds to be redeemed. The Bonds shall be dated, shall be substantially in the forms and in the denominations and shall have the terms and provisions (including, without limitation, provisions relating to their registration, authentication and redemption, and provisions related to a reserve fund for the Bonds (the "Reserve Fund") and the application of the monies therein including, where stated, for the payment of any credits owed to property owners who have prepaid assessments, and provisions for a capitalized interest account for the Bonds to pay up to three months of interest on the Bonds) provided for in the Trust Indenture. The first interest payment date for the Bonds shall be December 1, 2020. The Bonds are payable solely from the proceeds of the assessments against a portion of the specially benefitted lots, tracts and parcels of land in the District and from the other sources set forth in the Indenture. The provisions of NRS

271.428, 271.495 and 271.500 do not apply to the Bonds. The Mayor, the Chief Financial Officer of the City or the City Manager is each hereby authorized to sell the Bonds to the Purchaser at a price equal to the principal amount of the Bonds, plus accrued interest on the Bonds from their date to the date of their delivery, plus a premium or less a discount not exceeding 9% of the principal amount thereof.

Section 4. The forms, terms and provisions of the Trust Indenture, the Disclosure Certificate, and the Purchase Contract be and they hereby are approved in substantially the forms on file with the City Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the City executing the same. The Mayor is hereby authorized to execute and deliver the Indenture and the Disclosure Certificate and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof. The Mayor, the Chief Financial Officer, or the City Manager is hereby authorized to execute and deliver the Purchase Contract and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof. The City Clerk is hereby authorized and directed to affix the City seal to and to attest any such documents.

Section 5. The forms, terms and provisions of the Bonds, in the forms contained in the Trust Indenture, are hereby approved with only such changes therein, if any, as are not inconsistent herewith. The Mayor is hereby authorized and directed to execute the Bonds, the City Treasurer is hereby authorized and directed to countersign the Bonds and the City Clerk is hereby authorized and directed to affix the City seal to and to attest the Bonds. Such signatures of the Mayor, the City Treasurer and the City Clerk and the seal of the City shall be by facsimile or manually affixed. In case any official whose signature should appear on any Bond shall cease to be such official before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

Section 6. The City hereby authorizes, ratifies and confirms the use of the Preliminary Official Statement by the Purchaser in connection with the offering of the Bonds and hereby approves the distribution by the Purchaser of a final Official Statement in connection with the offering of the Bonds, which final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes as shall be approved in writing by the

Chief Financial Officer. The Chief Financial Officer and the City Manager are each hereby authorized to deem the Preliminary Official Statement final on behalf of the City as of its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Act of 1934, as amended.

Section 7. The officers of the City shall take all action in conformity with the Act necessary or reasonably required to effectuate the issuance of the Bonds and shall take all action necessary or desirable in conformity with the Act to acquire and improve the Project and to carry out, give effect to and consummate the transactions contemplated by this Ordinance, the Trust Indenture, the Disclosure Certificate, and the Purchase Contract, including without limitation the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds.

Section 8. Pursuant to the authority granted by the Assessment Ordinance and NRS 271.415, the Chief Financial Officer of the City is hereby delegated the authority to fix the interest rate on the unpaid and deferred installments of assessments for the District at a rate per annum equal to 1% above the highest rate of interest on the Bonds at any maturity, subject to reduction through the application of any future Credit Amount as provided in Section 5 of the Assessment Ordinance.

Section 9. This Ordinance is adopted by virtue of the Act and the Supplemental Bond Act and pursuant to their provisions; and the City has ascertained and hereby determines that each and every matter and thing as to which provision is made herein is necessary in order to carry out and to effectuate the purposes of the City in accordance with the Act and the Supplemental Bond Act.

Section 10. It is necessary and for the best interests of the City and the inhabitants thereof that the City effect the Project and defray the cost thereof by issuing the Bonds therefor; and it is hereby so determined and declared.

Section 11. All actions, proceedings, matters and things heretofore taken, had and done by the Council and the officers of the City (not inconsistent with the provisions of this Ordinance), concerning the District, including but not limited to the performing of all prerequisites to the creation of the District, the implementation of the Project, the determination of the specially benefitted property therein, the levy of assessments and the issuance and sale of the Bonds for that purpose, be, and the same hereby are, ratified, approved and confirmed.

Section 12. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.

Section 13. When first proposed, this Ordinance must be read to the Council by title and referred to a committee for consideration, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper, printed, published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS SPECIAL IMPROVEMENT DISTRICT NO. 815 (SUMMERLIN VILLAGE 25) LOCAL IMPROVEMENT BONDS, SERIES 2020; APPROVING THE FORM OF CERTAIN DOCUMENTS WITH RESPECT TO SUCH BONDS; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARD THE ISSUANCE OF SUCH BONDS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN, and that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed on April 1, 2020, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on the April 15, 2020.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 14. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO.
(of Las Vegas, Nevada)

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS SPECIAL IMPROVEMENT DISTRICT NO. 815 (SUMMERLIN VILLAGE 25) LOCAL IMPROVEMENT BONDS, SERIES 2020; APPROVING THE FORM OF CERTAIN DOCUMENTS WITH RESPECT TO SUCH BONDS; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARD THE ISSUANCE OF SUCH BONDS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on April 1, 2020, and was passed at the meeting held on April 15, 2020, by the following vote of the City Council:

Those Voting Aye: _____
Those Voting Nay: _____
Those Absent: _____

This Ordinance shall be in full force and effect from and after April 19, 2020, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this April 15, 2020.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Adoption of Ordinance)

Section 15. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

CAROLYN G. GOODMAN, Mayor

(SEAL)

Attest:

LUANN D. HOLMES, MMC,
City Clerk

Approved as to Form:

BRYAN K. SCOTT, Assistant City Attorney

This Ordinance shall be in full force and effect from and after April 19, 2020, i.e., the date after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK :ss.
)
CITY OF LAS VEGAS)

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the Council on April 1, 2020 and finally adopted and approved on April 15, 2020.

2. The following members of the Council were present at the April 1, 2020 Council meeting:

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

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 1, 2020, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on April 15, 2020, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the April 15, 2020 meeting and voted upon the adoption of the Ordinance as follows:

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

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as the City Clerk, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings on April 1, 2020 and April 15, 2020. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meetings was given not later than 9:00 a.m. on the third working days before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meetings on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meetings, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

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

7. A copy of such notice so given of the meeting of the Council on April 1, 2020 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on April 15, 2020 is attached to this certificate as Exhibit B.

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand on this April 15, 2020.

_____

LUANN D. HOLMES, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 1, 2020 Meeting)

EXHIBIT B

(Attach Copy of Notice of April 15, 2020 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
38

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Any items from the 10 a.m. session that the Council, staff and/or the applicant wish to be stricken 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: April 1, 2020

Agenda Item No.:
39

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
Public hearing and discussion for possible action to consider a request for a waiver and/or reduction of fees totaling $2,332.02 in unpaid out of pocket costs, and $19,200.56 in unpaid civil penalties for a total of $21,532.58 recorded against the property located at 10827 MYSTIC SHORE AVE - PROPERTY OWNER: NASO GREGORY J - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Today's hearing is a request from Gregory Naso, owner, to consider a request for a waiver and/or reduction of fees that have been assessed for failed inspection fees and penalties. This case originated October 24, 2016 by a citizen complaint the property was open and accessible. The condition of the property was a public hazard and an attractive nuisance. The Department of Planning declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Planning hired Junkman to board all doors, windows, and openings; and remove all trash & debris. A total of 8 inspections were completed before the case was closed January 17, 2017. A waiver request from MT Real Estate Investment Inc was denied April 25, 2018. Gregory J Naso purchased the property November 19, 2019 for $280,000. MT Real Estate Investment Inc is the holder of the Deed of Trust. $771.75 was applied towards outstanding costs. Planning received a Request for Waiver and/or Reduction of Civil Penalties Application dated January 10, 2020 from Gregory Naso, requesting the fees and civil penalties be waived.

RECOMMENDATION:
That City Council deny the request for waiver and/or reduction of fees.

BACKUP DOCUMENTATION:
1. Notification Letter
2. Case Information
3. Submitted at Meeting - PowerPoint Presentation Submitted by Staff

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
ROBERT SUMMERFIELD
DIRECTOR

March 9, 2020
CASE #CE-171656

Certified/Regular Mail
Return Receipt Requested

Certified Mail
7019 1120 0000 2590 2218

NASO GREGORY J
10827 MYSTIC SHORE AVE
LAS VEGAS NV 89166

RE: 10827 Mystic Shore Avenue

Dear Property Owner:

The hearing scheduled on **April 1, 2020 NOT TO BE HEARD BEFORE 10:00 am** in the City Council Chambers, 495 South Main Street, Las Vegas, NV 89101, will be a hearing for possible action regarding a request for waiver and/or reduction of fees totaling $2,332.02 in unpaid out of pocket costs and $19,200.56 in unpaid civil penalties for a total of $21,532.58 recorded against the property located at 10827 Mystic Shore Avenue.

You may be present at the hearing. You may be, but need not be, represented by an attorney.

If you have any questions concerning this procedure, please contact the Code Enforcement Division located in the Department of Planning, by telephoning (702) 229-6615.

Sincerely,

Vicki R. Ozuna, Code Enforcement Section Manager
Code Enforcement Division
Department of Planning

DEVELOPMENT SERVICES CENTER
333 N. RANCHO DRIVE
LAS VEGAS, NV 89106
702.229.4830 | VOICE
711 | TTY

cityoflasvegas
lasvegasnevada.gov

Briana Johnson, Assessor

REAL PROPERTY PARCEL RECORD

Click Here for a Print Friendly Version

Assessor Map | Aerial View | Building Sketch | Ownership History | Neighborhood Sales | New Search

GENERAL INFORMATION	
PARCEL NO.	126-13-313-074
OWNER AND MAILING ADDRESS	NASO GREGORY J 10827 MYSTIC SHORE AVE LAS VEGAS NV 89166
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	10827 MYSTIC SHORE AVE LAS VEGAS
ASSESSOR DESCRIPTION	MANCHESTER PARK POD 207-UNIT 3 PLAT BOOK 140 PAGE 61 LOT 206
RECORDED DOCUMENT NO.	* 20191119:03100
RECORDED DATE	Nov 19 2019
VESTING	NS
COMMENTS	CT-20191211:1329

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2019
FISCAL YEAR	2020-21
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2019-20	2020-21
LAND	20300	22750
IMPROVEMENTS	61209	62512
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	81509	85262
TAXABLE LAND+IMP (SUBTOTAL)	232883	243606
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	81509	85262

TOTAL TAXABLE VALUE	232883	243606

Click here for Treasurer Information regarding real property taxes.

Click here for Flood Control Information.

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.09 Acres
ORIGINAL CONST. YEAR	2010
LAST SALE PRICE MONTH/YEAR SALE TYPE	280000 11/2019 R - Recorded Value
LAND USE	20.110 - Single Family Residential
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	722	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	918	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE	Two Story	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	3	TYPE OF CONSTRUCTION	Frame-Stucco
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	2 FULL /1 HALF	ROOF TYPE	Concrete Tile
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	444				

ASSESSORMAP VIEWING GUIDELINES	
MAP	126133
	In order to view the Assessor map you must have Adobe Reader installed on your computer system. If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps. Get Adobe Reader

v 2.0.0

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.

Code Enforcement Agenda Item Information Sheet

Ward 6 (Michele Fiore)

Case # CE-171656

Address: 10827 MYSTIC SHORE AVE

Description:

Major Cross Street: Farm & Shaumber

Zip Code: 89166

Foreclosure: Y

Registration Status:
Meets Registration Status: Y
Property Registrered: Claimed
Lender Notified: Y

Property Owner: NASO GREGORY J

Since: 11/19/2019

Property owner at time of abatement: DODGE CHRISTOPHER R & ASHLEY A

Case Opened: 10/24/2016

Notice & Order Issued: 11/8/2016

Case Closed: 1/17/2017

City Council Approved Lien:

Certified Mail Receipt Sent to: DODGE CHRISTOPHER R & ASHLEY A, 10827 MYSTIC SHORE AVE, LAS VEGAS, NV 89166-6011
DODGE CHRISTOPHER R & ASHLEY A, 8220 FAWN MEADOW AVE, LAS VEGAS, NV 89149
GREEN TREE SERVICING LLC, 7360 SOUTH KYRENE RD T314, TEMPE, AZ 85283
SAFEGUARD PROPERTIES, 7887 SAFEGUARD CIR, VALLEY VIEW, OH 44125

# of Inspections Completed: TOTAL (8), Fail (6); PartPassed (1); Passed (1)

Abatement Started: 1/12/2017

Abatement Completed: 1/17/2017

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ADMINISTRATIVE	$97.50	$0.00	$97.50
CLV Interest for Taxroll	$274.97	$0.00	$274.97
Clark County Taxroll Fee	$857.86	$0.00	$857.86
NUISANCE ABATEMENT FEE	$650.00	$47.38	$602.62
INSPECTION COST RECOVERY FEE	$540.00	$94.93	$445.07
LATE FEES	$54.00	$0.00	$54.00
SUB-TOTAL OUT-OF-POCKET COSTS:	$2,474.33	$142.31	$2,332.02
CIVIL PENALTIES			
DAILY CIVIL PENALTIES	$19,500.00	$299.44	$19,200.56
TOTAL ALL COSTS, LATE FEE AND PENALTIES			$21,532.58

Property Value Per Zillow.com: $282,982.00 **As of:** 2/13/2020

Staff Recommendation:
DENIAL OF THE WAIVER REQUEST.

Condition of Waiver: Amount to be paid within 30 days or reverts back to original amount due.

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
CODE ENFORCEMENT DIVISION
333 N. Rancho Dr., 6th Floor
Las Vegas, NV 89106

Fax (702) 382-4341
TDD (702) 229-6615
E-mail us at codeenforcement@lasvegasnevada.gov

Request for a Waiver and/or Reduction of Civil Penalties Application

Date of Application: January 7 2020

Address of Subject Property: 10827 Mystic Shore

Closest Major Intersection: Farm Rd / Shaumber Rd Parcel Number: 126-13-313-074

Applicant Information

Name: Greg Naso Applicant type: ◉ Owner ○ Purchaser ○ Agent ○ Other

Address: 10827 Mystic Shore City: Las Vegas State: Nevada Zip: 89117

Phone: 630-514-1943 Fax: N/A E-mail: gnaso@wwafcosteel.com

Property Owner Information

Name: Greg Naso

Address: 10827 Mystic Shore City: Las Vegas State: Nevada Zip: 89117

Phone: 630 514-1943 Fax: N/A E-mail: gnaso@wwafcosteel.com

Describe the reason for the waiver/reduction request (Additional sheets may be attached if needed)

As the owner of this property, any and all corrections have been satisfied.

Describe the existing condition/situation of the subject property (Additional sheets may be attached if needed)

After repairs house is in excellent condition

1/10/2020 4:35:45 PM CT U.S. Bank +17022484206 P. 2 of 2

Describe the immediate plans for the property, including any planned improvements (Additional sheets may be attached if needed)

None

Amount of City of Las Vegas Lien on Property: $ 22,500. Amount requested for waiver and/or reduction: $ 19,500.

Property Owners Only

Please review and initial one

✓ I acknowledge that I am the property owner and understand that I must attend the waiver request hearing.

I as the owner understand that I may only utilize representation by a lawyer if I am not in attendance of the hearing.

_____ My legal representation will be _____

I am the legal property owner and am requesting a hearing by conference call.

_____ The contact number to reach me is _____.

Acknowledgements

Please Initial

CS I acknowledge real estate personnel cannot represent my interest.

CS I acknowledge that paid fees and fines will not be refunded.

Signature of Applicant: _____ Date: 1/10/2020

Signature of Property Owner: _____ Date: 1/10/2020
(must be notarized)

STATE OF NV

COUNTY OF Clark

Subscribed and sworn to before me, a Notary Public, on this

10 day of January, 2020

MARICEL DELA CRUZ
Notary Public, State of Nevada
Appointment No. 03-81468-1
My Appt. Expires Jun 24, 2020

_____
NOTARY PUBLIC in and for said County and State

Submit application by fax to 702 382-4341 or mail to: City of Las Vegas / Code Enforcement Division
333 N. Rancho Dr., 6th Floor
Las Vegas, NV 89106

For Office Use Only

Council Ward: _____ Case/File Number: CE-1710560 Council Action date of Lien: _____

1/10/2020 4:35:43 PM CT U.S. Bank +17022484206 P. 1 of 2

Briana Johnson, Assessor

PARCEL OWNERSHIP HISTORY

Assessor Map | Aerial View | Comment Codes | Current Ownership | New Search

ASSESSOR DESCRIPTION
MANCHESTER PARK POD 207-UNIT 3 PLAT BOOK 140 PAGE 61 LOT 206

CURRENT PARCEL NO.	CURRENT OWNER	%	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DIST	EST SIZE	COMMENTS
126-13-313-074	NASO GREGORY J		20191119:03100	11/19/2019	NS	200	.09 AC	CT-20191211:1329

PARCEL NO.	PRIOR OWNER(S)	%	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DIST	EST SIZE	COMMENTS
126-13-313-074	M T REAL ESTATE INVESTMENT INC		20180321:03297	03/21/2018	NS	200	SUBDIVIDED LOT	C-20180321:3296; C,G-20180427:718
126-13-313-074	DODGE ASHLEY A		20180321:03296	03/21/2018	NS	200	SUBDIVIDED LOT	
126-13-313-074	DODGE CHRISTOPHER R & ASHLEY A		20110228:02536	02/28/2011	JT	200	SUBDIVIDED LOT	
126-13-313-074	K B HOME NEVADA INC		20041223:03366	12/23/2004	NS	200	SUBDIVIDED LOT	
126-13-310-007	K B HOME NEVADA INC		20041223:03366	12/23/2004	NS	200	11.76 AC	+.35A COR
126-13-310-006	K B HOME NEVADA INC		20041223:03366	12/23/2004	NS	200	32.98 AC	FR 126-13-301-005,310-004

Click the following link to view the parcel geneology
Parcel Tree

Note: Only documents from September 15, 1999 through present are available for viewing.

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

LOIS TARKANIAN
RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

Planning Department
333 North Rancho Drive
Las Vegas, NV 89106

Code
Enforcement 702-229-6615

www.lasvegasnevada.gov

March 16, 2017

CASE #171656
Certified/Regular Mail
Return Receipt Requested

Christopher R. & Ashley A. Dodge
10827 Mystic Shore Avenue
Las Vegas NV 89166-6011

RE: 10827 Mystic Shore Avenue

Dear Property Owner:

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MARCH 29, 2017**, at the hour of **8:30 A.M.** in the Code Enforcement Conference Room, 333 North Rancho Drive, 3rd Floor, Las Vegas, NV, the Code Enforcement Hearing Officer will consider the REPORT OF EXPENSES submitted by the Director of Planning for: Abatement of the violations on the property located at **10827 Mystic Shore Avenue, Las Vegas, NV 89166 - Case No. 171656**. The Director of Planning certifies that the sum of **$1,671.50** was expended and Civil Penalties in the sum of **$19,500.00** may be imposed for a total of **$21,171.50**. For your information, a copy of the Report of Expenses is enclosed.

If the Code Enforcement Hearing Officer is satisfied with the report, he may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with Code Enforcement, 333 N Rancho Drive, 3rd Floor, Las Vegas, NV 89106 or fax (702) 382-4341 any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

If you have any questions concerning this procedure, please contact the Code Enforcement Division located in the Department of Planning, by telephoning (702) 229-6615.

Sincerely,

Karen L. Duddlesten

Karen L. Duddlesten, Deputy Director
Code Enforcement Division
Department of Planning

Memorandum

City of Las Vegas
Planning Department

To: LuAnn Holmes, MMC, City Clerk

From: Karen Duddlesten, Deputy Director – Code Enforcement Division

CC: File

Date: March 7, 2017

Re: Report of Expenses for the abatement of nuisance located at 10827 Mystic Shore Avenue - Ward 6 (Ross)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Planning caused the above-referenced property to be corrected by boarding all open doors, windows, and openings, and removing all trash and debris. The abatement was completed by Junkman on January 17, 2017 at a cost of $650.00, which was accepted by the Department of Planning.

Contract Amount Breakdown:	
Remove all trash and debris.	$200.00
Board all open doors, windows, and openings.	$450.00
AMOUNT DUE:	$650.00
Administrative Processing Fee:	$97.50
Reinspection Fees (w/late fees):	$924.00
TOTAL AMOUNT DUE:	**$1,671.50**
DAILY CIVIL PENALTIES ($500 Residential/$750 Commercial- Civil Penalty assessed Per Day From 11th day after Notice of Violation Issued until Pre-Abatement Inspection)	**$19,500.00**
TOTAL AMOUNT DUE:	**$21,171.50**
OWNER OF RECORD	CHRISTOPHER R. & ASHLEY A. DODGE
PROPERTY ABATED:	10827 Mystic Shore Avenue
ASSESSOR PARCEL:	126-13-313-074
LEGAL DESCRIPTION:	MANCHESTER PARK POD 207-UNIT 3
	PLAT BOOK 140 PAGE 61
	LOT 206

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection.

In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. Penalties are assessed as follows:

2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed;
3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed;
4th re-inspection and additional re-inspections will be assessed a $180 re-inspection fee + a civil penalty. Residential ($500) or Commercial ($750)

If you do not correct the violation within that time, the City may issue a criminal misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both.

Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance:
(1) shall be guilty of a misdemeanor citation;
(2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day for residential properties, or ($750) dollars for commercial properties.

Civil penalties may be assessed for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. Any and all unpaid fees are subject to collection and/or liens.

City of Las Vegas
Department of Planning
Code Enforcement Case Report

Case #: CE-171656

10827 Mystic Shore Ave - Map # 01414-71 Parcel 12613313074

Owner Information:

Code Enforcement Internal Applicant

,

Zoning Information:	PD (PLANNED DEVELOPMENT)				
Case Comments:	OPEN & ACCESSIBLE, BROKEN GLASS - PEOPLE BROKE IN OVER THE WEEKEND GARRETT 702-216-2020 (PLEASE CALL)				
Case Assigned To:	VICKI R OZUNA				
Date Case Opened:	10/24/2016	**Ward:**	6	**Source:**	CITZ
Date Case Resolved:	1/17/2017	**Disposition:**	Abate		
Property Info / Status:	**Vacant:** Y	**Foreclosure:**	Y	**Secure:**	N

Violations:

Violation		**Date**	**Status**
AB-006	16.08.010 UDB SEC 403	10/25/2016	Complied
Location:	House - all doors & windows		
Comments:	Secure all structures to City of Las Vegas specifications. To include west slider & west window.		
AN-003	9.04.010 (4) REFUSE & WASTE	10/25/2016	Complied
Location:	Property		
Comments:	Remove all refuse and waste from all areas of property. Maintain at all times. To include mattress.		
AN-006	9.04.010(8)(A) HIGH VEGETATION	11/1/2016	Complied
Location:	Property		
Comments:	Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.		

Chronology of Events:

October 24, 2016	**Foreclosure Registry Update** Foreclosure Registry: This property is registered in the Foreclosure Registry. This case has updated information
October 25, 2016	**Insp# : 589184 (Fail)** 34) House vacant. Half of west slider boarded to City specs. Other half of slider & west window have newly broken out glass. Mattress in west side. No weeds. Property registered. Post correction notice. Call back 11-1. Mailed to owner at property & sewer address 8220 Fawn Meadow Ave Las Vegas. E-mailed to james.w.patterson@greentreesolutions.com & codecompliance@safeguardproperties.com.
November 1, 2016	**Insp# : 589262 (Fail)** 34) All violations still exist. Photos. $120 fee. Go to Notice & Order.
November 7, 2016	**Notice And Order Request** 34) Prepare Notice & Order request. Gave case file to 21 for review.

City of Las Vegas
Department of Planning
Code Enforcement Case Report

Chronology of Events:	
November 8, 2016	**Notice & Order Processing** FILE TO 34 FOR POSTING
November 8, 2016	**Insp# : 589924 (PartPassed)** 34) Post Notice & Order. Call back 11-22.
November 22, 2016	**Insp# : 590588 (Fail)** 34) All violations still exist. Photos. $180 + $150 fee.
November 28, 2016	**Bid Request By Officer** 34) Prepare bid request. Gave case file to 21 for review.
November 29, 2016	**Bid Request By Officer** 21)refer to office staff GF for bids
November 30, 2016	**Bid Preperation** Bid Preparation - awaiting fax receipt
November 30, 2016	**Bid Request Sent** RFQ sent to contractors due 12-6-16 by 5:00 pm
December 7, 2016	**Bid Received** Scanned & recorded - bids received
December 7, 2016	**Adminstrative** Bid approval given to #21
December 7, 2016	**10 Day Notice Processing** 10 Day notice before abatement sent, file given to #34 for posting.
December 8, 2016	**Insp# : 591688 (Fail)** 34) Post 10 Day Before Abatement. All violations still exist. Photos. $180 + $300 fee. Call back 12-19.
December 19, 2016	**Insp# : 592800 (Fail)** 34) All violations still exist. Photos. $180 + $500 fee.
December 27, 2016	**Recorders Research** 34) No new recorded documents.
December 27, 2016	**Proceed With Abatement** 34) Assigned & gave case file to 21 to proceed with abatement.
December 27, 2016	**Officer Note** 34) Went to owner's sewer mailing address at 8220 Fawn Meadow Ave. No answer at door. Left copy of 10 Day Before Abatement with card asking to call me ASAP.
December 28, 2016	**Phone Call** 34) Received message from owner Ashley Dodge 445-9514 stating she got the card I left at her house yesterday. Returned call, left message asking if she will be securing house & cleaning property because we will be proceeding with abatement.
December 28, 2016	**Phone Call** 34) Received call from Ashley Dodge. Stated Christopher is ex-husband & deceased. House surrendered in bankruptcy, which was discharged either in 2013 or 2014. She will ask attorney to send me the paperwork.
January 3, 2017	**Adminstrative** Ld) PO requested
January 3, 2017	**Proceed With Abatement** 21)refer to office staff LD to proceed.
January 5, 2017	**Video Request** Ld) PO 369179 approved, sent before abatement video request to #21

City of Las Vegas
Department of Planning
Code Enforcement Case Report

Chronology of Events:

January 9, 2017	**Insp# : 593586 (Fail)** 34) Took pre-abatement photos. $180 + $500 fee. Contractor will be boarding 2 west side openings & removing refuse/waste.
January 10, 2017	**Pre-Abatement Video** 34) Photos in F drive.
January 17, 2017	**Video Request** Ld) received invoice & sent after abatement video request to #21
January 17, 2017	**Insp# : 594963 (Passed)** 34) Took post-abatement photos. Completed. Close.
January 18, 2017	**Post-Abatement Video** 34) Photos in F drive.
March 16, 2017	**Notice Of Public Hearing Post** 34) Post Notice of Code Enforcement Hearing.
December 7, 2017	**Correspondence Received/Sent** Ld) received Notice of Default

NOTICES AND DELIVERY TRACKING

Notice/Log	Issued	Mailed	Recorded	Recipient Name
N-CORR Correction Notice Issued	10/25/2016	10/26/2016 1) CERTMAIL Reg/Cert#: 7016 0750 0000 7564 1090 2) MAIL		DODGE CHRISTOPHER R & ASHLEY A 8220 FAWN MEADOW AVE LAS VEGAS, NV 89149
N-CORA Correction Notice Additional	10/26/2016	10/26/2016 1) CERTMAIL Reg/Cert#: 7016 0750 0000 7564 1106 Receipt Ret: 12/5/2016 2) MAIL Status: Returned		DODGE CHRISTOPHER R & ASHLEY A 10827 MYSTIC SHORE AVE LAS VEGAS, NV 89166-6011
N-N&OA Additional Notice and Order Sent	11/8/2016	11/8/2016 1) CERTMAIL Reg/Cert#: 7016 1370 0001 2431 1719 2) MAIL		SAFEGUARD PROPERTIES, 7887 SAFEGUARD CIR, VALLEY VIEW, OH 44125

City of Las Vegas
Department of Planning
Code Enforcement Case Report

NOTICES AND DELIVERY TRACKING

Notice/Log	Issued	Mailed	Recorded	Recipient Name
N-N&OA Additional Notice and Order Sent	11/8/2016	11/8/2016 1) CERTMAIL Reg/Cert#: 7016 1370 0001 2431 1702 Receipt Ret: 11/11/2016 2) MAIL Status: Accepted		GREEN TREE SERVICING LLC, 7360 SOUTH KYRENE RD T314, TEMPE, AZ 85283
N-N&OA Additional Notice and Order Sent	11/8/2016	11/8/2016 1) CERTMAIL Reg/Cert#: 7016 1370 0001 2431 1726 Receipt Ret: 11/10/2016 2) MAIL Status: Accepted		DODGE CHRISTOPHER R & ASHLEY A, 8220 FAWN MEADOW AVE, LAS VEGAS, NV 89149
N-N&O Notice and Order Sent	11/8/2016	11/8/2016 1) CERTMAIL Reg/Cert#: 7016 1370 0001 2431 1696 Receipt Ret: 12/5/2016 2) MAIL Status: Returned	11/17/2016 Instrument: 20161117000553	DODGE CHRISTOPHER R & ASHLEY A, 10827 MYSTIC SHORE AVE, LAS VEGAS, NV 89166-6011
N-NTAA Additional 10-Day Notice to Abate Sent	12/7/2016	12/7/2016 1) CERTMAIL Reg/Cert#: 7016 2070 0000 4820 8546 Receipt Ret: 12/10/2016 2) MAIL Status: Accepted		GREEN TREE SERVICING L L C 7360 SOUTH KYRENE RD T314 TEMPE, AZ 85283
N-NTAA Additional 10-Day Notice to Abate Sent	12/7/2016	12/7/2016 1) CERTMAIL Reg/Cert#: 7016 1370 0000 0548 0718 Receipt Ret: 12/31/2016 2) MAIL Status: Accepted		SAFEGUARD PROPERTIES 7887 SAFEGUARD CIR VALLEY VIEW, OH 44125

City of Las Vegas
Department of Planning
Code Enforcement Case Report

NOTICES AND DELIVERY TRACKING

Notice/Log	Issued	Mailed	Recorded	Recipient Name
N-NTAA Additional 10-Day Notice to Abate Sent	12/7/2016	12/7/2016 1) CERTMAIL Reg/Cert#: 7016 1370 0000 0548 0701 Receipt Ret: 2/28/2017 2) MAIL Status: Unclaim		DODGE CHRISTOPHER R & ASHLEY A 8220 FAWN MEADOW AVE LAS VEGAS, NV 89149
N-NTA 10-Day Notice to Abate Sent	12/7/2016	12/7/2016 1) CERTMAIL Reg/Cert#: 7016 2070 0000 4820 8676 Receipt Ret: 2/28/2017 2) MAIL Status: Unclaim		DODGE CHRISTOPHER R & ASHLEY A 10827 MYSTIC SHORE AVE LAS VEGAS, NV 89166-6011
N-ABID AWARD OF BID	1/11/2017			
N-POFF N-POFF	4/18/2017			
N-POFF N-POFF	3/8/2018			
N-POFF N-POFF	2/19/2019			

Fee Information:

Fee Name	Fee Added	Status	Liened	Fee Amount	Fee Paid	Fee Due
Residential Inspection Fee	11/1/2016	P	Y	$120.00	$120.00	$0.00
Residential Reinspection Fee	11/22/2016	U	Y	$180.00	$0.00	$180.00
First Residential Civil Penalty	11/22/2016	U	Y	$150.00	$0.00	$150.00
Second Residential Civil Penalty	12/8/2016	I	Y	$300.00	$299.44	$0.56
Residential Reinspection Fee	12/8/2016	P	Y	$180.00	$180.00	$0.00
Late Fee	12/17/2016	P	Y	$12.00	$12.00	$0.00

City of Las Vegas
Department of Planning
Code Enforcement Case Report

Fee Information:

Fee Name	Fee Added	Status	Liened	Fee Amount	Fee Paid	Fee Due
Third Residential Civil Penalty	12/19/2016	U	Y	$500.00	$0.00	$500.00
Residential Reinspection Fee	12/19/2016	I	Y	$180.00	$94.93	$85.07
Late Fee	1/7/2017	P	Y	$18.00	$18.00	$0.00
Fourth Residential Civil Penalty	1/9/2017	U	Y	$500.00	$0.00	$500.00
Residential Reinspection Fee	1/9/2017	U	Y	$180.00	$0.00	$180.00
Administrative	1/11/2017	U	Y	$97.50	$0.00	$97.50
Nuisance Abatement Fee	1/11/2017	I	Y	$650.00	$47.38	$602.62
Late Fee	1/23/2017	U	Y	$18.00	$0.00	$18.00
Late Fee	2/3/2017	U	Y	$18.00	$0.00	$18.00
Late Fee	2/24/2017	U	Y	$18.00	$0.00	$18.00
Residential Daily Civil Penalty Fee	4/6/2017	U	Y	$18,050.00	$0.00	$18,050.00
Clv Interest For Taxroll	6/15/2019	U	N	$274.97	$0.00	$274.97
Clark County Taxroll Fee	6/15/2019	U	N	$857.86	$0.00	$857.86
			Totals	$22,304.33	$771.75	$21,532.58

10827 Mystic Shore Ave.

PRE-ABATEMENT



POST ABATEMENT



10827 Mystic Shore Ave.

PRE - ABATEMENT



POST ABATEMENT



10827 Mystic Shore Ave.

PRE-ABATEMENT



POST ABATEMENT



10827 Mystic Shore Ave.

PRE-ABATEMENT



POST ABATEMENT



10827 Mystic Shore Ave.

PRE-ABATEMENT



POST ABATEMENT



10827 Mystic Shore Ave.

PRE- ABATEMENT



POST ABATEMENT



City of Las Vegas
Department of Planning
Code Enforcement Division
333 N. Rancho Dr. 3rd Floor
Las Vegas, NV 89106

ABATEMENT HEARING AND LIEN APPROVAL DECISION

CASE#: 171656 **SCHEDULED DATE OF HEARING: March 29, 2017**

TIME SCHEDULED: 8:30 a.m.

PROPERTY OWNER'S NAME: Christopher R. & Ashley A. Dodge

ADDRESS: 10827 Mystic Shore Avenue

APN #: 126-13-313-074

I certify that on the date set forth below, I heard the above matter as Hearing Officer for the City of Las Vegas, Clark County, Nevada, pursuant to Las Vegas Municipal Code, Title 9 Nuisances.

After hearing/consideration, the decision is entered as follows:

☒ Approved lien for all out-of-pocket costs in the amount of $1,671.50

☒ Approved lien for proposed daily civil penalties in the amount of $19,500.00

☐ Approved lien for reduced daily civil penalties in the amount of $

Property Owner: ☒ Appeared ☐ Failed to appear after being duly notified.
By telephone Joe Solsbeng

Hearing Officer

3-29-17
Date

Comments:

City of Las Vegas
Department of Planning
Code Enforcement Division
333 N. Rancho Dr. 3rd Floor
Las Vegas, NV 89106

WAIVER REQUEST HEARING DECISION

CASE#: 171656

SCHEDULED DATE OF HEARING: April 25, 2018

TIME SCHEDULED 9:00 am

WAIVER REQUESTOR'S NAME: M T REAL ESTATE INVESTMENT INC

PROPERTY ADDRESS: 10827 MYSTIC SHORE AVE

APN #: 126-13-313-074

I certify that on the date set forth below, I heard the above matter as Hearing Officer for the City of Las Vegas, Clark County, Nevada, pursuant to Las Vegas Municipal Code, Title 9 Nuisances.

After hearing/consideration, the decision is entered as follows:

- [x] Denial of request to reduce out-of-pocket costs in the amount of $ 1,671.50
- [ ] Approval of request to reduce out-of-pocket costs to the amount of $_____.__
- [x] Denial of request to reduce daily civil penalties in the amount of $ 19,500.00
- [ ] Approval of request to reduce daily civil penalties to the amount of $_____.__

Property Owner: [x] Appeared [ ] Phone Conference

[ ] Failed to appear after being duly notified.

[ ] Payment to be made within 30 days of waived fees/fines revert back to original amount.

City Council Designee

4-25-18
Date

D (1)

Inst #: 20170420-0003086
Fees: $0.00
N/C Fee: $0.00
04/20/2017 04:42:16 PM
Receipt #: 3063693
Requestor:
CITY OF LAS VEGAS, BUILDING
Recorded By: CHONGMA Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN 126-13-313-074

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **CHRISTOPHER R. & ASHLEY A. DODGE**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 126-13-313-074
Commonly known as: 10827 Mystic Shore Avenue
Legal Description: MANCHESTER PARK POD 207-UNIT 3
PLAT BOOK 140 PAGE 61
LOT 206

On **January 17, 2017**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$1,671.50** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$19,500.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Code Enforcement Hearing Officer, at a duly noticed hearing held on **March 29, 2017** ordered the above Actual Cost in the amount of **$1,671.50**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The Code Enforcement Hearing Officer ordered the above civil penalties in the amount of **$19,500.00** be assessed against the property by recording a Lien of Assessment on or after **November 18, 2017.**

Mary McElhone, Deputy City Clerk
495 South Main Street
Las Vegas, NV 89101

STATE OF NEVADA)
)
COUNTY OF CLARK)

Mary McElhone, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

Mary McElhone, Deputy City Clerk

Subscribed and sworn to before me this 11th day of April, 2017

Laura de Armond
NOTARY PUBLIC, in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LAURA DE ARMOND
Appt. No. 01-66412-1
My Appt. Expires Feb 5, 2018

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF PLANNING
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #171656

Inst #: 20171129-0000775
Fees: $0.00
11/29/2017 08:56:25 AM
Receipt #: 3259248
Requestor:
CITY OF LAS VEGAS, BUILDING
Recorded By: TAH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: MAIL
Ofc: MAIN OFFICE

APN 126-13-313-074

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **CHRISTOPHER R. & ASHLEY A. DODGE**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 126-13-313-074
Commonly known as: 10827 Mystic Shore Avenue
Legal Description: MANCHESTER PARK POD 207-UNIT 3
PLAT BOOK 140 PAGE 61
LOT 206

On **January 17, 2017**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$19,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Code Enforcement Hearing Officer, at a duly noticed hearing held on **March 29, 2017** ordered the above charges in the amount of **$19,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

Mary McElhone, Deputy City Clerk
495 South Main Street
Las Vegas, NV 89101

STATE OF NEVADA)
)
COUNTY OF CLARK)

Mary McElhone, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

Mary McElhone, Deputy City Clerk

Subscribed and sworn to before me this 11th day of April, 2017

Laura deArmond
NOTARY PUBLIC, in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LAURA DE ARMOND
Appt. No. 01-66412-1
My Appt. Expires Feb 5, 2019

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF PLANNING
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #171656

10827 Mystic Shore Ave
Request of Waiver- History

- Code Enforcement secured and cleaned this property January 17, 2017 due to non-compliance by the property owner in response to Notice and Order issued November 8, 2016.

- Property Owners Christopher & Ashley Dodge.

- March 29, 2017 - At the time of the abatement and lien approval the property was valued on Zillow.com at $204,000.

Submitted at City Council
Date: 4/1/2020 Item: 39
Submitted by: Staff

10827 Mystic Shore Ave

- On March 21, 2018, MT Real Estate Investment Inc. purchased the property and did not pay outstanding liens of $1621.50 hard costs and daily civil penalties of $19,500. The purchase price was $212,500.

- Code Enforcement received a waiver request from MT Real Estate Investment Inc., and hearing was held April 25, 2018.

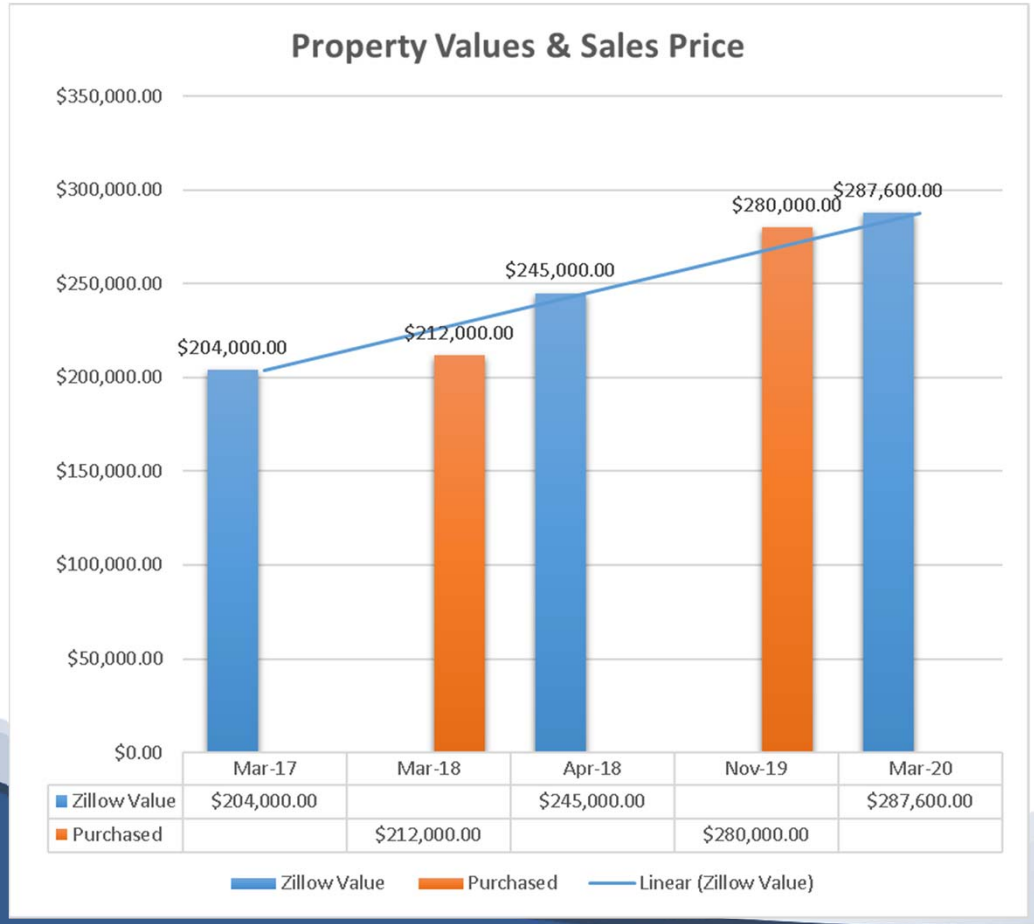
- The request was denied by the designee as the property was not in a blighted area.

- At that time the property value according to Zillow.com was $245,000.

10827 Mystic Shore Ave

- June 2019, City of Las Vegas sent the liens to Clark County Treasurer so they could be collected.
- Additional costs of $247.97 for accrued interest and $857.86 tax roll fee were assessed and added to the amount due.
- November 19, 2019, Gregory J. Naso purchased the property for $280,000, with MT Real Estate Investment Inc. as the holder of the deed of trust.
- The sale did not go through escrow and the outstanding liens were not en paid, and passed on to the new owner.
- The current Zillow.com value is $287,600. Property is currently up for sale for $280,000.

10827 Mystic Shore Ave.



10827 Mystic Shore Ave
Request of Waiver- Current Status

- Property is currently up for sale for $280,000 per listing services.
- Property is clean and in compliance.





10827 Mystic Shore Ave
Request of Waiver- Current Status





AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
40

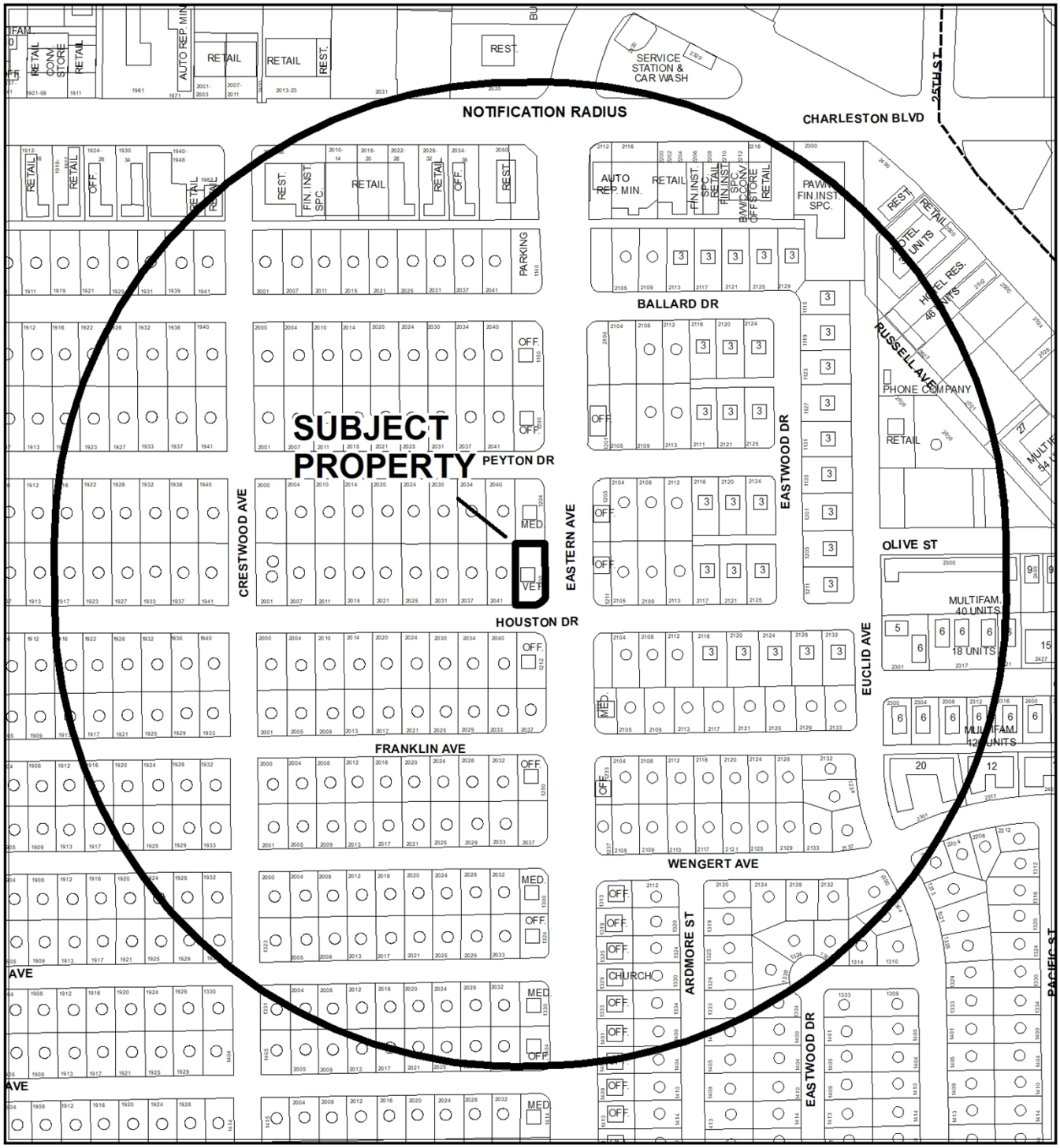
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
GPA-77917 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: MOISES CARPIO - For possible action on a request for a General Plan Amendment FROM: O (OFFICE) TO: GC (GENERAL COMMERCIAL) on 0.19 acres at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	5

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map
3. Conditions and Staff Report - GPA-77917, ZON-77919 and VAR-78113 [PRJ-77410]
4. Supporting Documentation - GPA-77917, ZON-77919 and VAR-78113 [PRJ-77410]
5. Photo(s) - GPA-77917, ZON-77919 and VAR-78113 [PRJ-77410]
6. Justification Letter - GPA-77917, ZON-77919 and VAR-78113 [PRJ-77410]
7. Backup Submitted from the March 4, 2020 City Council Meeting
8. Backup Submitted from the February 19, 2020 City Council Meeting
9. Backup Submitted for the January 14, 2020 Planning Commission Meeting



0 250 500 Feet

CASE: **GPA-77917 (PRJ-77410)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: O (OFFICE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: GC (General Commercial)

N



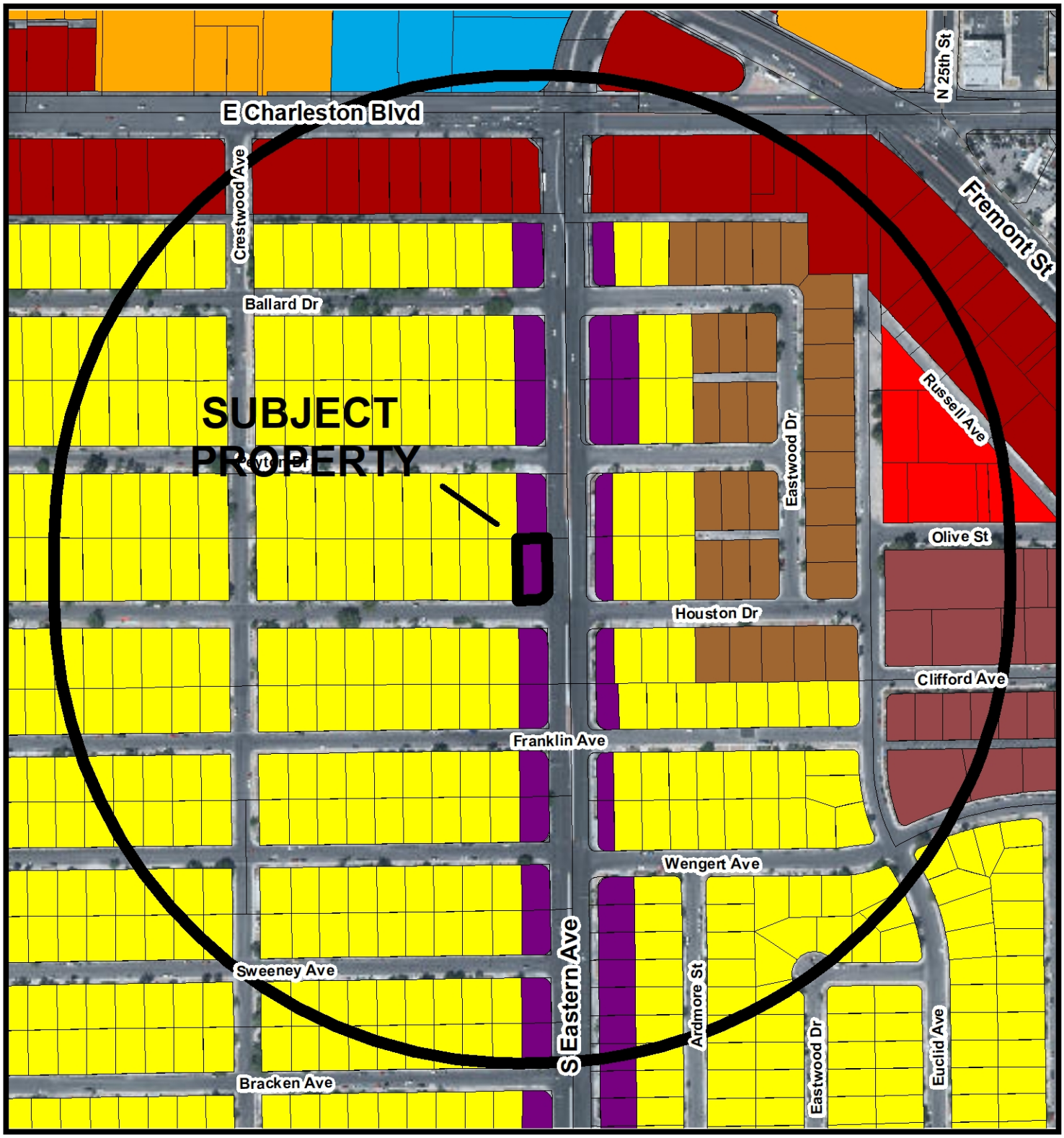
CASE: **GPA-77917 (PRJ-77410)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: O (OFFICE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: GC (General Commercial)

GPA-77917



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 O TO GC

- Subject Property
- 1000ft Buffer
- City Limits

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

Date: Thursday, November 21, 2019

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 1, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MOISES CARPIO

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-77917	Staff recommends DENIAL.	
ZON-77919	Staff recommends DENIAL.	GPA-77917
VAR-78113	Staff recommends DENIAL, if approved subject to conditions:	GPA-77917 ZON-77919

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 34

NOTICES MAILED 347 - GPA-77917 and ZON-77919 (By City Clerk)
347 - VAR-78113 (By City Clerk)

PROTESTS 1

APPROVALS 5

SP

** CONDITIONS **

VAR-78113 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-78113) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SP

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend a portion of the Southeast Sector Plan of the General Plan from Office (O) to General Commercial (GC) at 1208 South Eastern Avenue. It is also a request to rezone the parcel from P-R (Professional Office & Parking) to C-1 (Limited Commercial). Because of the rezoning action, a Variance is required due to the existing lot width, and setbacks of the existing development on the site.

ISSUES

- Applicant would like Building and Maintenance and Service Sales use, in order to store vehicles overnight
- Subject site, therefore, requires a General Plan Amendment from Office (O) to General Commercial (General Commercial) land use designations, and Rezoning from P-R (Professional Office & Parking) to C-1 (Limited Commercial)
- Because of the Rezoning, a Variance is required due to the existing lot width, and setbacks of the existing development on the site.

ANALYSIS

The applicant is requesting to be able to store commercial vehicles for his HVAC repair company on-site, overnight, at 1208 Eastern Avenue. Currently that use qualifies as “Building Maintenance Service and Sales” which is described as, “A facility or area for contracting services such as building repair and maintenance, the installation of plumbing, electrical, air conditioning and heating equipment, janitorial services, and exterminating services. The retail sale of supplies is permitted as an accessory use”. The overnight storage of work vehicles is not permitted in the P-R (Professional Office & Parking) Zone.

The subject site is located in the P-R (Professional Office & Parking) Zone, in the O (Office) General Plan designation. Therefore, the applicant is requesting a General Plan Amendment (GPA-77917) to amend a portion of the Southeast Sector Plan of the General Plan from Office (O) to General Commercial (GC). They are also requesting to rezone the property from P-R (Professional Office & Parking) to C-1 (Limited Commercial).

SP

Because of the rezoning action, a Variance is required due to the existing lot width, and setbacks of the existing development on the site. The applicant is requesting a Variance to allow a 64-foot lot width where 100 feet is required, a three-foot side yard setback and a five-foot corner side yard setback where 10 feet is required.

Staff has determined that the hardship inflicted by barring overnight truck storage is not enough to support the General Plan Amendment and Rezoning to a more intense designation and zone for this site. More specifically, this would be a spot zone, incompatible with the surrounding area, and directly adjacent to a neighborhood. Therefore, staff recommends denial of the requests for a General Plan Amendment, Rezoning and Variance.

FINDINGS (GPA-77917)

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 subject site is directly adjacent to L (Low Density Residential) and O (Office) General Plan designations. The proposed GC (General Commercial) designation "generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character". GC is not compatible with the adjacent low density designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The applicant has proposed a Rezoning (ZON-77919) from P-R (Professional Office & Parking) to C-1 (Limited Commercial) on the subject site, which is consistent with the proposed GC (General Commercial) General Plan designation.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The subject site is adjacent to Eastern Avenue, a 100-foot primary arterial, which will provide adequate capacity to serve the subject site.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

SP

The proposed amendment is uncharacteristic of other applicable adopted plans, and would be a spot amendment, unlike surrounding designations.

FINDINGS (ZON-77919)

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 Rezoning from P-R (Professional Office & Parking) to C-1 (Limited Commercial) would be in conformance with the proposed GC (General Commercial) General Plan 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.**

   Staff has determined that although the proposed C-1 (Limited Commercial) zoning district is consistent with the proposed GC (General Commercial) General Plan land use designation, the allowable commercial land uses are not compatible with the existing residential and office zoning districts that surround the site.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   There are no development factors in the community that would warrant the proposed C-1 (Limited Commercial) zoning district on the subject site.

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.**

   The subject site is adjacent to Eastern Avenue, a 100-foot primary arterial, which will provide adequate capacity to serve the subject site.

FINDINGS (VAR-78113)

In accordance with the provisions of Title 19.16.140(B), 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 requesting Rezone the subject site. Alternative zoning district and building 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.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/17/06	The City Council approved a General Plan Amendment (GPA-12043) to amend a portion of the Southeast Sector Plan of the General Plan from SC (Service Commercial) to O (Office) at 1208 South Eastern Avenue. The Planning Commission and staff recommended approval.
01/14/20	The Planning Commission unanimously voted to recommend DENIAL on the following requests: • General Plan Amendment (GPA-77917) FROM: O (OFFICE) TO: GC (GENERAL COMMERCIAL) • Rezoning (ZON-77919) FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) • Variance (VAR-78113) TO ALLOW A 64-FOOT LOT WIDTH WHERE 100 FEET IS REQUIRED, A THREE-FOOT SIDE YARD SETBACK AND A FIVE-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410].

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/19/20	The City Council unanimously voted to HOLD IN ABEYANCE the following requests to the March 4, 2020 Meeting. • General Plan Amendment (GPA-77917) FROM: O (OFFICE) TO: GC (GENERAL COMMERCIAL) • Rezoning (ZON-77919) FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) • Variance (VAR-78113) TO ALLOW A 64-FOOT LOT WIDTH WHERE 100 FEET IS REQUIRED, A THREE-FOOT SIDE YARD SETBACK AND A FIVE-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410].
03/04/20	The City Council unanimously voted to HOLD IN ABEYANCE the following requests to the April 1, 2020 Meeting. • General Plan Amendment (GPA-77917) FROM: O (OFFICE) TO: GC (GENERAL COMMERCIAL) • Rezoning (ZON-77919) FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) • Variance (VAR-78113) TO ALLOW A 64-FOOT LOT WIDTH WHERE 100 FEET IS REQUIRED, A THREE-FOOT SIDE YARD SETBACK AND A FIVE-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410].

Most Recent Change of Ownership	
06/21/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/01/51	A business license (P-5501683) was issued for a Veterinary Clinic at 1208 South Eastern Avenue. It expired 12/01/17.
3/10/94	A business license (G50-05329) was issued for Retail at 1208 South Eastern Avenue. It expired on 10/01/17.

Pre-Application Meeting	
09/09/19	A pre-application conference was held to discuss submittal requirements for a General Plan Amendment and subsequent entitlements.

Neighborhood Meeting	
12/17/19	A neighborhood meeting was noticed and held at 6:00pm at the Mesquite Club, 702 East Louis Avenue. No members of the public attended the meeting and the meeting concluded at 6:30 pm.

Field Check	
11/26/19	During a routine field inspection, staff observed a vacant commercial development.

Details of Application Request	
Site Area	
Gross Acres	0.19

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	O (Office)	P-R (Professional Office)
North	Medical Office	L (Low Density Residential)	P-R (Professional Office)
South	Office	O (Office)	P-R (Professional Office & Parking)
East	Office	O (Office)	P-R (Professional Office & Parking)
West	Residential	O (Office)	R-1 (Single Family Residential)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
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

SP

DEVELOPMENT STANDARDS

Pursuant to 19.08.070, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	64 Feet	N*
Min. Setbacks			
• Front	10 Feet	27 Feet	Y
• Side	10 Feet	3 Feet	N*
• Corner	10 Feet	5 Feet	N*
• Rear	20 Feet	54 Feet	Y
Max. Lot Coverage	50 %	29 %	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

* A Variance (VAR-78113) has been requested to allow a 64-foot lot width where 100 feet is required, a three-foot side yard setback and a five-foot corner side yard setback where 10 feet is required.

Existing Zoning	*Permitted Density*	*Units Allowed*
P-R (Professional Office & Parking)	N/A	N/A
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-1 (Limited Commercial)	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
O (Office)	N/A	N/A
Proposed General Plan	***Permitted Density***	***Units Allowed***
GC (General Commercial)	N/A	N/A

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Eastern Avenue	Primary Arterial	Master Plan of Streets and Highways	100	Y
Houston Drive	Local Street	Title 13	60	Y

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 and ZON

Project Address (Location) 1208 S. Eastern Ave

Project Name 75 Degrees **Proposed Use** Office

Assessor's Parcel #(s) 162-02-517-019 **Ward #** 3

General Plan: Existing O Proposed GC **Zoning:** Existing PR Proposed C-1

Additional Information

Property Owner Moises Carpio Contact

Address 2910 S HIGHLAND DR STE F City Las Vegas State NV Zip 89109

E-mail carpio_mo@yahoo.com Phone 702-429-2801

Applicant Same as property owner Contact

Address City State Zip

E-mail Phone

Representative Argentum Partners Contact Bradley Mayer

Address 6037 S. Fort Apache Road Suite 130 City LV State NV Zip 89148

E-mail bradley@argentumnv.com Phone 702-521-2200

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 Moises Carpio

Subscribed and sworn before me

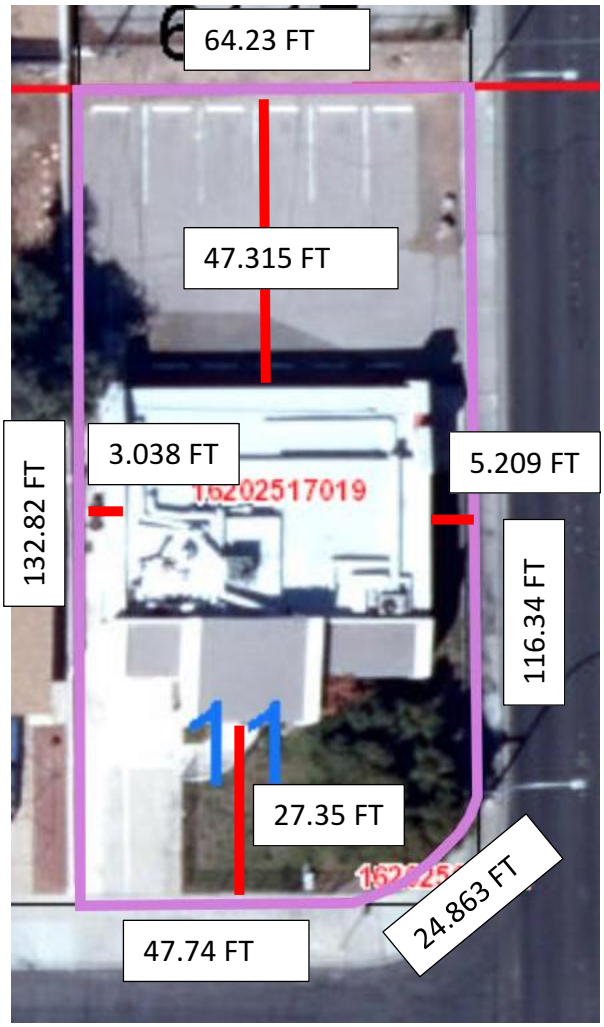
This 15 day of November, 20 19

Notary Public in and for said County and State

JEFF DONATO
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 04-85917-1
MY APPT. EXPIRES 12-19-2019

PRJ-77410
11/18/19

1208 S. Eastern Ave Site Plan



PRJ-77410
12/19/19

1208

Property Information

Print

Parcel: 16202517019
Owner Name(s): CARPIO MOISES
Site Address: 1208 S EASTERN AVE
Jurisdiction: Las Vegas - 89104
Sale Date: 06/2019
Sale Price: $250,000
Estimated Lot Size: 0.19
Construction Year: 1969
Recorded Doc Number: 20190621-0002904
Aerial Flight Date: Apr.14.2018

Zoning and Planned Landuse

Zoning Classification:
Professional Offices and Parking (P-R)
Community District: 0

Legal Description

Subdivision Name: CRESTWOOD HOMES TRACT #4
Book Page: 3 8
Lot Block: Lot:11 Block:6
T-R-S: 21-61-2
Tax District: 200
Census Tract: 1401

Ownership

Flood Zone

Elected Officials

Links

Hide





GPA-77917 [PRJ-77410] - GENERAL PLAN AMENDMENT RELATED TO ZON-77919 AND VAR-78113 - APPLICANT/OWNER: MOISES CARPIO
1208 SOUTH EASTERN AVENUE

11/26/19



GPA-77917 [PRJ-77410] - GENERAL PLAN AMENDMENT RELATED TO ZON-77919 AND VAR-78113 - APPLICANT/OWNER: MOISES CARPIO
1208 SOUTH EASTERN AVENUE

11/26/19

ARGENTUM PARTNERS
A GOVERNMENT AFFAIRS GROUP

November 14, 2019

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

To Whom It May Concern:

The following justification letter is in regards to a PRJ-77410 for a general plan amendment and rezoning for parcel #162-02-517-019, located at 1208 S. Eastern Avenue, (the "Property").

We represent the property owner, Moises Carpio (the "Property Owner"). Property Owner is seeking to rezone the property to C-1, with a general plan amendment to general commercial .

Property Owner is seeking to relocate his HVAC repair business, 75 Degrees (the "Business"), to the subject property. Property is current zoned Professional Offices and Parking (P-R), which does not allow for overnight parking of any vehicles. While the Business does not always have vehicles that are parked overnight, new employees are required to leave their work trucks at the Business until they have completed their introductory probationary period. As such, the Business would like the ability to have vehicles parked overnight.

Property Owner has already received signed letters of support from neighboring properties, including the residential properties. Property has been vacant for many years and Property Owner relocating the Business there will result in substantial improvement to the Property with additional security and fencing.

Sincerely,

Bradley Mayer
Partner, Argentum Partners

PRJ-77410
11/18/19

6037 S. Ft Apache Rd. #130 Las Vegas, NV 89148 (702) 521-2200 bradley@argentumnv.com

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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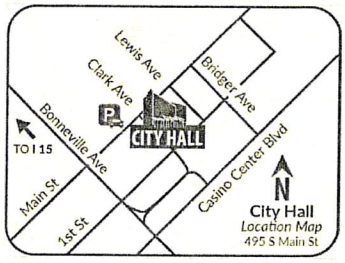

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201210035
SMART TAX SERVICES L L C
1333 S EASTERN AVE
LAS VEGAS NV 89104

93 LADFNP1 89104

Submitted after final agenda

Items 46-47

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Office of The City Clerk
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Las Vegas, Nevada 89101

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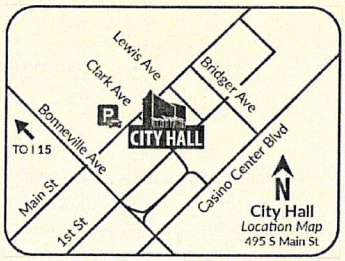

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

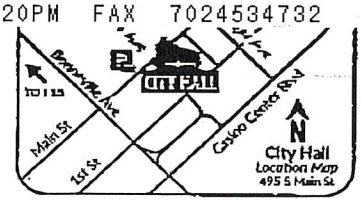
Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202612011
WATTS LARENE M 1993 TRUST
WATTS LARENE M TRS
1928 WENGERT AVE
LAS VEGAS NV 89104-1935

93 LRDFNP1 89104

Submitted after final agenda
Item 72973



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Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110040
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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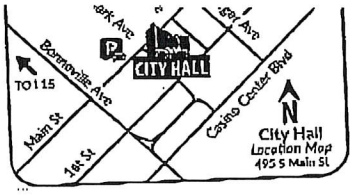
89 LRDFNP1 89104



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110041
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

89 LRDFNP1 89104

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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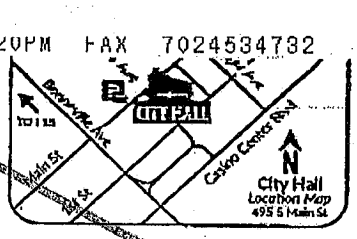
89 LRDFNP1 89104

Submitted after final agenda Items 72 & 73



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GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110040
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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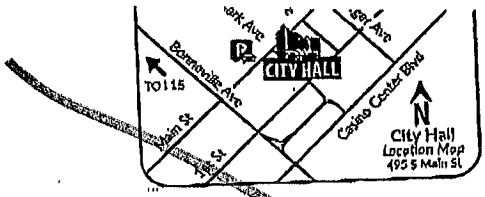

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Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110041
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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GPA-77917 and ZON-77919 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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2020 FEB 18 A 7:06

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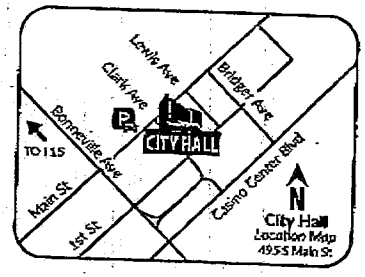

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202514030
ARELLANO ALFONSO
VILLEGAS RAQUEL C
1417 S 16TH ST
LAS VEGAS NV 89104-1834

99 LADFNP1 89104

02/14/2020 6:26PM FAX 7024534732 SUNRISE AUTO SALES

City of Las Vegas
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Las Vegas, Nevada 89101

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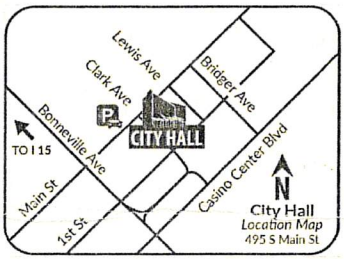

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202513009
PARAMO ERIKA TAHITI
1941 BALLARD DR
LAS VEGAS NV 89104

93 LADFNP1 89104

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

Nora Lares

From: noreply@formstack.com
Sent: Thursday, January 9, 2020 10:30 AM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL: This email originated from outside the organization, do not click links or open attachments unless you recognize the sender and know the content is safe.

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 01/09/20 10:29 AM

Meeting Date:	Tuesday, January 14, 2020
Project Number:	77410
Position:	I SUPPORT the project and all related applications.
Name:	Amors Prophete
Residential or Business Address:	1204 S Eastern Ave las vegas, NV 89104
Phone:	(702) 483-5229
Email:	p.amors12@gmail.com

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

Submitted after final agenda

37-39A

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
41

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
ZON-77919 - ABEYANCE ITEM - REZONING RELATED TO GPA-77917 - PUBLIC HEARING - APPLICANT/OWNER: MOISES CARPIO - For possible action on a request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 0.19 acres at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

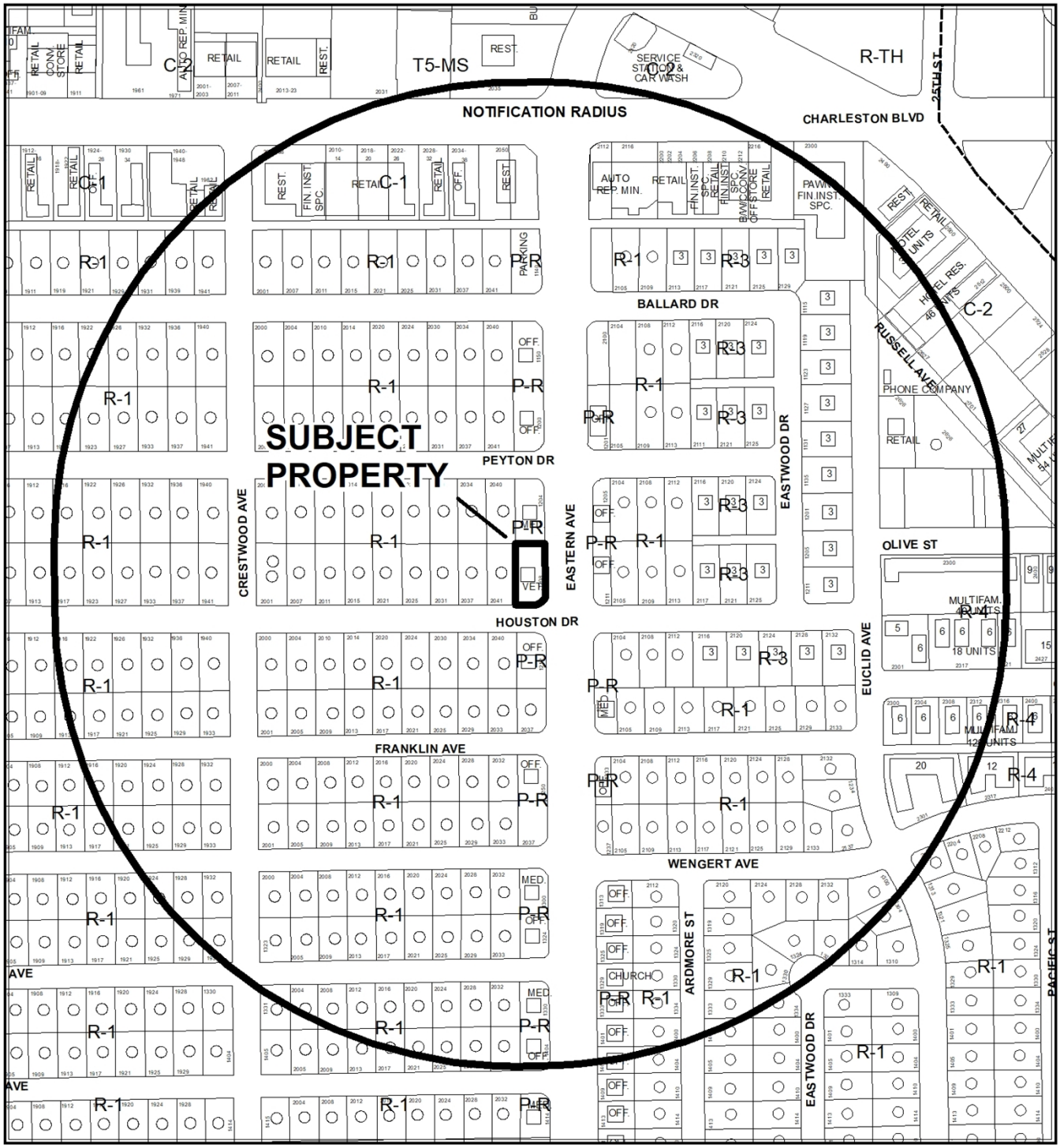
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	5

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-77919 and VAR-78113 [PRJ-77410]
3. Land Use Map
4. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



CASE: **ZON-77919, VAR-78113 (PRJ-77410)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFFESIONAL OFFICE)

PROPOSED ZONING OF SUBJECT PROPERTY: TO: C-1 (LIMITED COMMERCIAL)



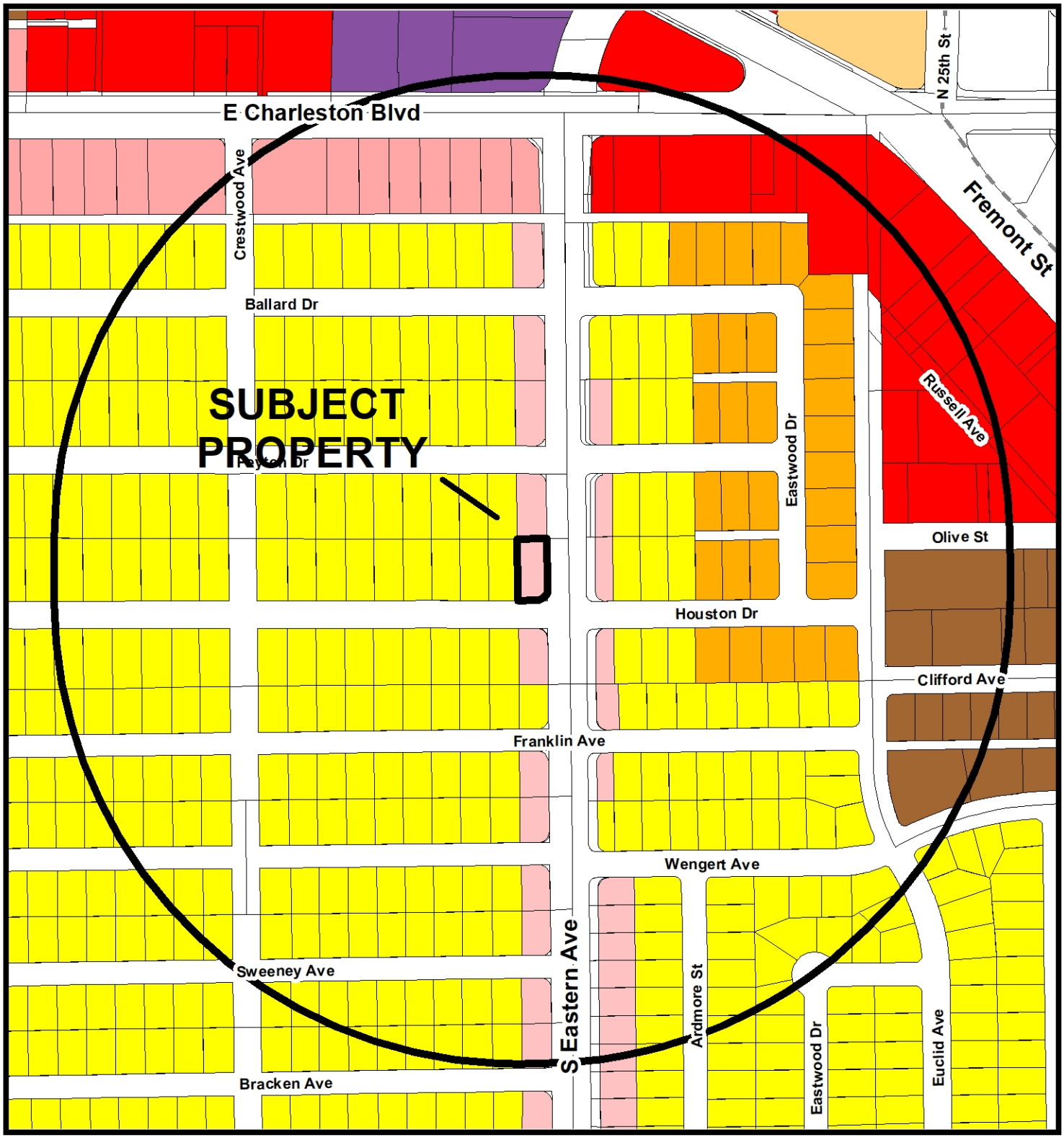
CASE: **ZON-77919, VAR-78113 (PRJ-77410)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFFESIONAL OFFICE)

PROPOSED ZONING OF SUBJECT PROPERTY: TO: C-1 (LIMITED COMMERCIAL)

ZON-77919



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 P-R TO C-1

- Subject Property
- 1000ft Buffer
- City Limits

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

Date: Thursday, November 21, 2019

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 and ZON

Project Address (Location) 1208 S. Eastern Ave

Project Name 75 Degrees **Proposed Use** Office

Assessor's Parcel #(s) 162-02-517-019 **Ward #** 3

General Plan: Existing O Proposed GC **Zoning:** Existing PR Proposed C-1

Additional Information

Property Owner Moises Carpio Contact

Address 2910 S HIGHLAND DR STE F City Las Vegas State NV Zip 89109

E-mail carpio_mo@yahoo.com Phone 702-429-2801

Applicant Same as property owner Contact

Address City State Zip

E-mail Phone

Representative Argentum Partners Contact Bradley Mayer

Address 6037 S. Fort Apache Road Suite 130 City LV State NV Zip 89148

E-mail bradley@argentumnv.com Phone 702-521-2200

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 Moises Carpio

Subscribed and sworn before me

This 15 day of November, 20 19

Notary Public in and for said County and State

JEFF DONATO
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 04-85917-1
MY APPT. EXPIRES 12-19-2019

PRJ-77410
11/18/19

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
42

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
VAR-78113 - ABEYANCE ITEM - VARIANCE RELATED TO GPA-77917 AND ZON-77919 - PUBLIC HEARING - APPLICANT/OWNER: MOISES CARPIO - For possible action on a request for a Variance TO ALLOW A 64-FOOT LOT WIDTH WHERE 100 FEET IS REQUIRED, A THREE-FOOT SIDE YARD SETBACK AND A FIVE-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED at 1208 South Eastern Avenue (APN 162-02-517-019), Ward 3 (Diaz) [PRJ-77410]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	8

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the March 4, 2020 City Council Meeting
4. Backup Submitted from the February 19, 2020 City Council Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

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 and ZON

Project Address (Location) 1208 S. Eastern Ave

Project Name 75 Degrees **Proposed Use** Office

Assessor's Parcel #(s) 162-02-517-019 **Ward #** 3

General Plan: Existing O Proposed GC **Zoning:** Existing PR Proposed C-1

Additional Information

Property Owner Moises Carpio Contact

Address 2910 S HIGHLAND DR STE F City Las Vegas State NV Zip 89109

E-mail carpio_mo@yahoo.com Phone 702-429-2801

Applicant Same as property owner Contact

Address City State Zip

E-mail Phone

Representative Argentum Partners Contact Bradley Mayer

Address 6037 S. Fort Apache Road Suite 130 City LV State NV Zip 89148

E-mail bradley@argentumnv.com Phone 702-521-2200

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

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Print Name Moises Carpio

Subscribed and sworn before me

This 15 day of November, 20 19

Notary Public in and for said County and State

JEFF DONATO
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 04-85917-1
MY APPT. EXPIRES 12-19-2019

PRJ-77410
11/18/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2020 FEB 24 P 3:27

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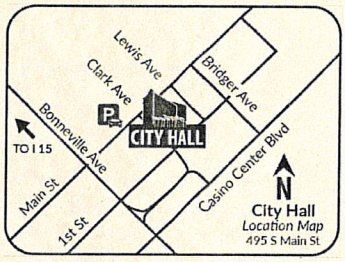

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202611016
BRUSH NAY FAMILY TRUST
BRUSH DERAY & MARY ELLEN TRS
2024 FRANKLIN AVE
LAS VEGAS NV 89104-2030

93 LRDFNP1 89104

Submitted after final agenda
Date 2/24/20 Item 48

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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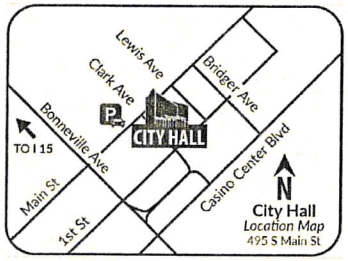
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16201210035
SMART TAX SERVICES L L C
1333 S EASTERN AVE
LAS VEGAS NV 89104

93 LRDFNP1 89104

Submitted after final agenda
Item 48

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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U.S. Postage
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Las Vegas, NV
Permit No. 1630

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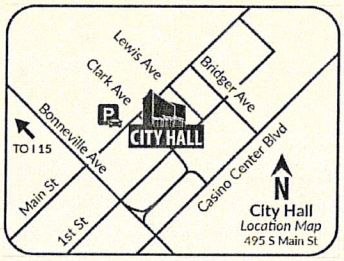
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

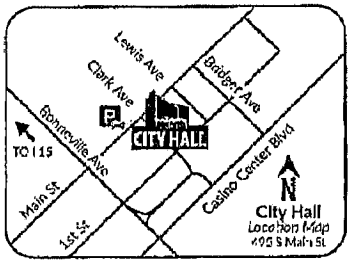
PRJ-77410
16202612011
WATTS LARENE M 1993 TRUST
WATTS LARENE M TRS
1928 WENGERT AVE
LAS VEGAS NV 89104-1935

93 LRDFNP1 89104

Submitted after final agenda
Item 74

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202615015
DAD INVESTMENTS L L C
6983 E BONANZA RD
LAS VEGAS NV 89110

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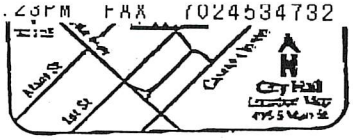
Las Vegas, NV
Permit No. 1630

Submitted after final agenda
Item 74



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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89104 LRDFNF1

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

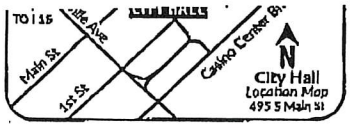
Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110052
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

89104 LRDFNF1



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514030
ARELLANO ALFONSO
VILLEGAS RAQUEL C
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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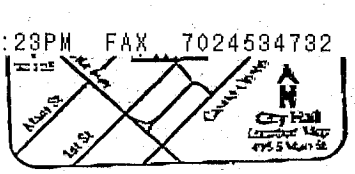
Submitted after final agenda

Item 74



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16201110052
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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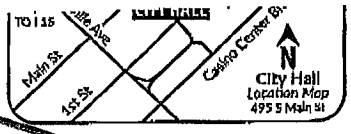

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202514030
ARELLANO ALFONSO
VILLEGAS RAQUEL C
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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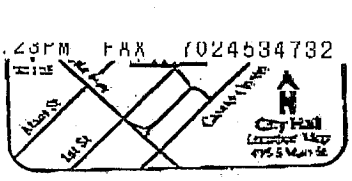

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16201110052
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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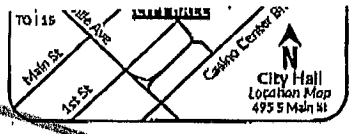

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-78113 [PRJ-77410]

City Council Meeting of **02/19/2020**

PRJ-77410
16202514030
ARELLANO ALFONSO
VILLEGAS RAQUEL C
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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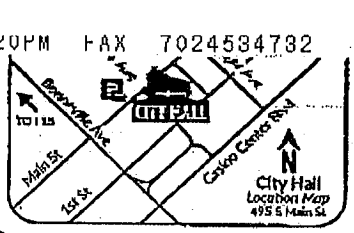

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16201110040
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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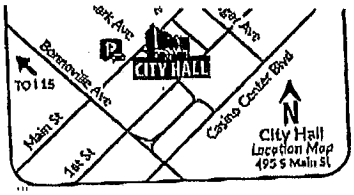

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16201110041
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-77917 and ZON-77919 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202514011
LOPEZ ALFONSO ARELLANO
VILLEGAS RAQUEL
1417 S 16TH ST
LAS VEGAS NV 89104-1834

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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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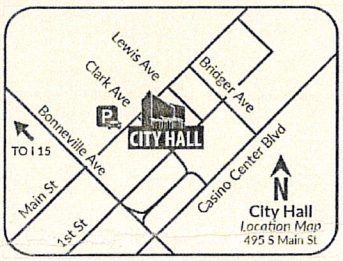

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78113 [PRJ-77410]
City Council Meeting of **02/19/2020**

PRJ-77410
16202513009
PARAMO ERIKA TAHITI
1941 BALLARD DR
LAS VEGAS NV 89104

93 LRDFNP1 89104

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
43

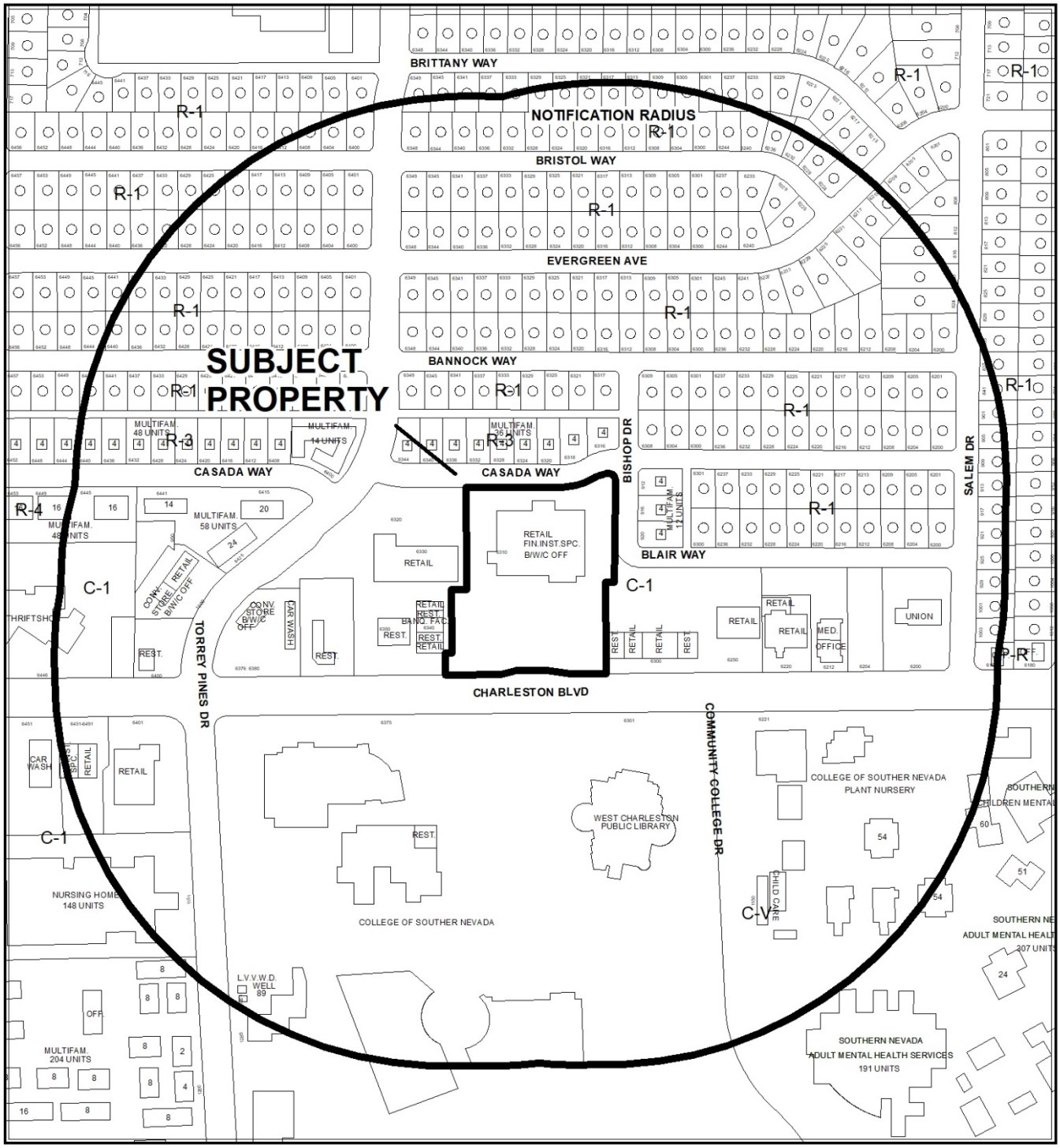
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
ROC-78044 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: WALMART STORES, INC. - OWNER: WAL-MART REAL ESTATE BUSINESS TRUST - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-3815) TO REMOVE CONDITION NUMBER 6 WHICH STATES, "THE SALE OF ALCOHOLIC BEVERAGES SHALL BE LIMITED TO AN AREA NOT TO EXCEED 10% OF THE RETAIL FLOOR SPACE OF THE MARKET" AND TO REMOVE CONDITION NUMBER 7 WHICH STATES, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE OF BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" on 4.31 acres at 6310 West Charleston Boulevard (APN 138-35-816-002), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen) [PRJ-78041]. Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.

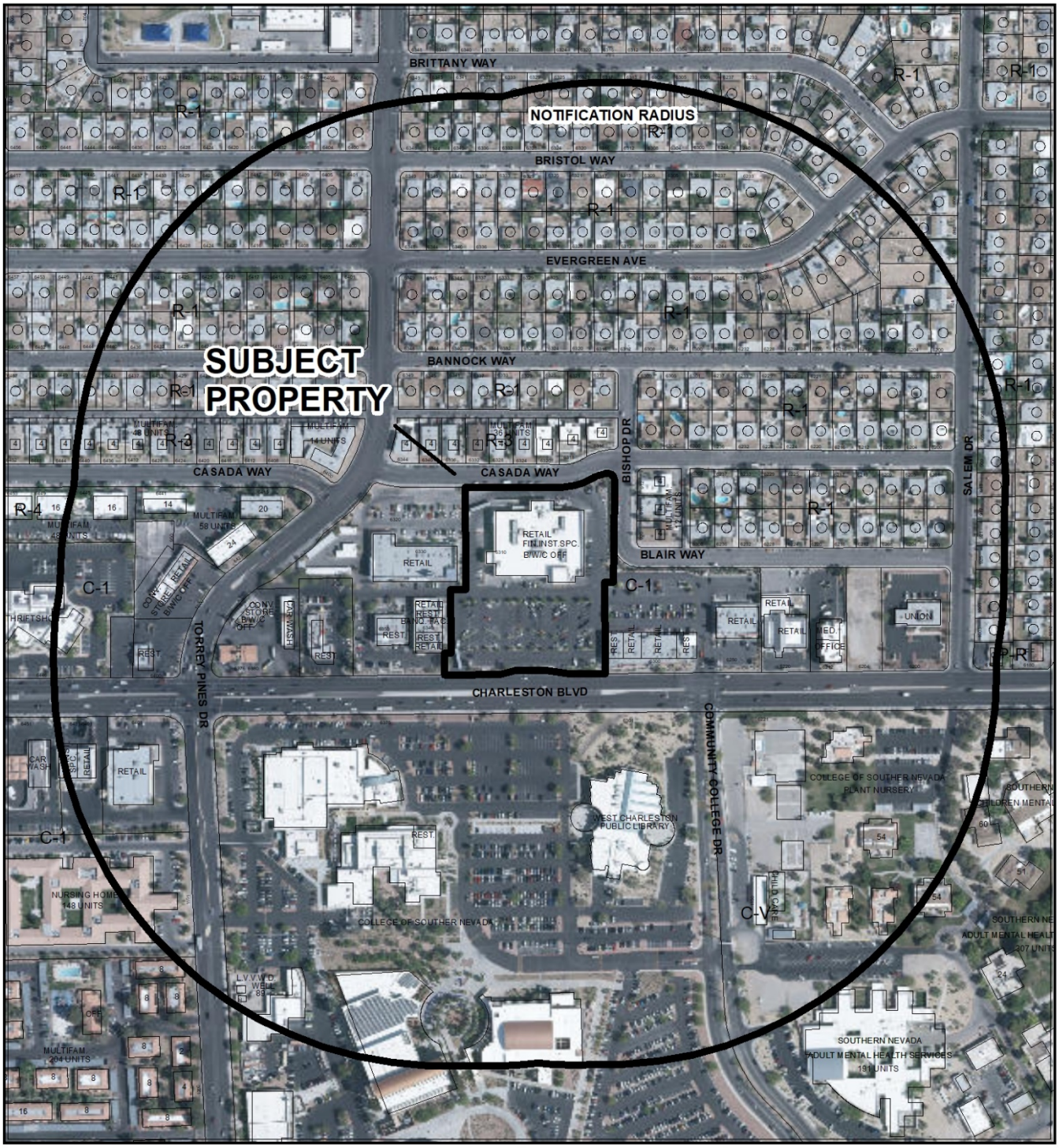
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - ROC-54248 [PRJ-53864]
6. City Council Approval Letter - SUP-3815
7. Justification Letter
8. Backup Submitted for the February 19, 2020 City Council Meeting



CASE: **ROC-78044 (PRJ-78041)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **ROC-78044 (PRJ-78041)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 18, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WALMART STORES, INC. - OWNER: WAL-MART REAL ESTATE BUSINESS TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-78044	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 290 (By Planning)

PROTESTS 3

APPROVALS 0

** CONDITIONS **

ROC-78044 CONDITIONS

Planning

1. Condition Number 6 of Special Use Permit (SUP-3815) shall be deleted in its entirety.

2. Condition Number 7 of Special Use Permit (SUP-3815) shall be deleted in its entirety.

3. Conformance to all other approved conditions for Special Use Permit (SUP-3815) and all other site-related actions as required by the Department of Planning and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has requested to remove conditions of approval for an approved Special Use Permit (SUP-3815) restricting packaged liquor sales at an existing grocery store at 6310 West Charleston Boulevard.

ISSUES

- Condition #6 of the approved Special Use Permit (SUP-3815) states that the sale of alcoholic beverages shall be limited to an area not to exceed 10 percent of the retail floor space of the market. The applicant is requesting to delete this condition.
- Condition #7 of the approved Special Use Permit (SUP-3815) prohibits individual container sales of any size of beer, wine coolers or screw cap wine. This condition was amended in 2014 (ROC-54248) to allow the sales of individual 750mL or greater containers of screw cap wine. The applicant is requesting to delete the amended condition.
- Under current LVMC Title 19 requirements, this use would be termed a Grocery Store with Alcohol, which by definition restricts display and sales of alcoholic beverages to 10 percent of retail floor space.

ANALYSIS

The grocery store (Walmart Neighborhood Market) is part of a larger retail and office development near the northeast corner of Charleston Boulevard and Torrey Pines Drive. Alcohol sales, including beer, wine and spirits, have been licensed at this location since 2006. The applicant does not believe the restrictions imposed on the use by the two conditions (as amended in 2014) are warranted and therefore requests to have them removed. The applicant claims that all but two of these stores within the city of Las Vegas do not have these restrictions on alcohol sales.

A Special Use Permit (SUP-3815) for Liquor Sales for Off-Premise Consumption was approved in 2004. Condition #6, which limits the sale of alcoholic beverages to no more than 10 percent of the retail floor area of the market, was not part of Title 19 minimum use requirements for the Liquor Establishment (Off-Premise Consumption) use at that time. In 2006, this use thenceforward was replaced in Title 19.12 by two separate uses through Ordinance 5842: the Package Liquor Off-Sale Establishment use and the Retail Establishment with Accessory Package Liquor use. Accessory package liquor uses were intended to be located within retail stores where alcohol sales were not the primary use and

were accordingly limited to 10 percent retail floor space through the minimum special use permit requirements, while there was no limit on retail floor space for the Package Liquor Off-Sale use. The primary uses of the subject business are Grocery Store and General Retail Store; alcohol sales are ancillary to the primary uses.

Under current Title 19 requirements, the use would be termed a Grocery Store with Alcohol, and no Special Use Permit would be required if distance separation requirements were met and no more than 10 percent of retail floor space consisted of the display and sales of alcoholic beverages. As there is an Individual Care Center within 400 feet of the subject site, under today's code a Special Use Permit with a waiver of the distance separation requirement would be necessary to allow the use. If more than 10 percent of retail floor space were to be devoted to sale and display of alcoholic beverages, the use would be classified as a Package Liquor Off-Sale Establishment, which requires a Special Use Permit with nonwaivable distance separation requirements.

There are four other similar stores within the city of Las Vegas that received approval of a Special Use Permit for package liquor sales. The table below indicates where special conditions of approval regarding the sale and display of alcohol were imposed on the applicant.

General Location	***Address***	***Case Number***	***Approved***	***Special Conditions for this use***
Craig/Jones	5850 W Craig Rd	U-0071-02	10/16/02	No special conditions
Lake Mead/Jones	6151 W Lake Mead Blvd	U-0128-02	11/20/02	No special conditions
Cheyenne/Shady Timber	10440 W Cheyenne Ave	SUP-3653	05/19/04	Condition #6: Beer and wine only*
				Condition #7: Sales of individual containers prohibited*
Nellis/Stewart	201 N Nellis Blvd	SUP-49152	07/09/13	Condition #7: Beer and wine coolers shall remain in original manufacturer's package configuration

*Condition removed by Review of Condition (ROC-44510). Staff recommended approval.

The applicant's floor plan indicates that alcohol is displayed within a single aisle on the east side of the building and behind a counter. The display area takes up 818 square feet of retail floor area. The building as a whole is 39,690 gross square feet; most of this area consists of retail display.

Las Vegas Metropolitan Police Department data from the past 180 days indicates that there were 28 calls for service within the 6300 Block of West Charleston Boulevard. The most common incidents reported were labeled "Other Disturbance." Specific crime types in this block include robbery, assault/battery, assault/battery with other deadly weapon, malicious destruction of property, indecent exposure, juvenile disturbance, stolen vehicle recovery and larceny (non-robbery).

The Planning Commission and City Council have discretion to place restrictions on the sale of individual containers of alcohol through Special Use Permit conditions of approval over and above those restrictions contained within LVMC Title 6.50 or Title 19. This was the case concerning the subject Special Use Permit (SUP-3815) for package liquor sales at this location.

FINDINGS (ROC-78044)

Staff defers to the conditions placed on the approved Special Use Permit by the City Council in this case and therefore recommends denial of the Review of Condition request.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
03/22/61	The Board of City Commissioners approved a request for Rezoning (Z-0057-60) to R-3 (Medium Density Residential) and C-1 (Limited Commercial) on property generally located on the north side of Charleston Boulevard, east of Torrey Pines Drive. The Planning Commission recommended approval.
04/07/04	The City Council approved a request for a Site Development Plan Review (SDR-3790) and Waivers of perimeter buffering and landscaping standards for a proposed 101,000 square-foot retail center adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Special Use Permit (SUP-3815) for a Liquor Establishment (Off-Premise Consumption) use adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive. The Planning Commission and staff recommended approval.
11/18/04	The Planning Commission approved a Tentative Map (TMP-5400) for a one lot commercial subdivision on 9.74 acres adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
03/02/05	The City Council approved a request for a Review of Condition (ROC-5940). The request for a Review of Condition Number 17 of an approved Site Development Plan Review (SDR-3790) was amended to allow for delivery hours to be between 5:30 a.m. and 10:00 p.m. A one-year review from the time a temporary or permanent Certificate of Occupancy is issued for the delivery hours.
05/04/05	The City Council approved a request for a Site Development Review (SDR-6023) for a proposed 94,978 square-foot commercial development on 10.21 acres at the southeast corner of Casada Way and Torrey Pines Drive. The Planning Commission and staff recommended approval.
12/07/05	The Department of Planning and Development administratively approved a Site Development Review (SDR-9904) to combine two buildings into one on 10.21 acres at 6310 West Charleston Boulevard.
01/18/06	The City Council approved a request for a Special Use Permit (SUP-9493) for a Financial Institution, Specified (Check Cashing) with 24 hour service at 6310 West Charleston Boulevard. The Planning Commission and staff recommended approval.
03/02/06	The City Council approved a Master Sign Plan (MSP-10761) for a commercial/retail development on 10.10 acres adjacent to the north side of Charleston Boulevard, approximately 400 feet east of Torrey Pines Drive. The Planning Commission and staff recommended approval.
04/19/06	The City Council approved a request for an Extension of Time (EOT-12150) of an approved Special Use Permit (SUP-3815) for Liquor Sales (Off-Premise Consumption) at 6310 West Charleston Boulevard.
08/01/06	A Final Map (FMP-8401) for a one-lot commercial subdivision (Charleston Festival) on 9.74 acres adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive was recorded.
08/02/06	The City Council adopted Ordinance 5842, which repealed the extant Title 19 land use tables and other development standards and adopted new tables and standards for land uses, including the Package Liquor Off-Sale Establishment and Retail Establishment with Accessory Package Liquor Off-Sale uses.
07/11/07	The City Council approved a Required Review (RQR-22348) of an approved Review of Condition (ROC-5940) to allow delivery hours to be between 5:30 a.m. and 10:00 p.m. at 6310 West Charleston Boulevard. Staff recommended approval.
04/18/12	The City Council approved a General Plan Amendment (GPA-43991) to establish Redevelopment Area 2 and to change the future land use designation within Redevelopment Area 2 to Mixed Use (MXU) at 6310 West Charleston Boulevard.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/31/12	Business Licensing Enforcement failed an inspection (1349386) regarding the licensing of alcohol beverage sales at 6310 West Charleston Boulevard (BLE121671). Issues were corrected at a follow-up inspection on 02/25/13.
03/20/13	The City Council denied a request for a Review of Condition (ROC-48170) to delete Condition #7 of a previously approved Special Use Permit (SUP-3815) at 6310 West Charleston Boulevard, which prohibits the sale of individual containers of any size beer, wine coolers or screw cap wine. Staff recommended approval.
07/02/14	The City Council approved a request for a Review of Condition (ROC-54248) to amend Condition #7 of an approved Special Use Permit (SUP-3815) to allow the sales of individual 750mL or greater containers of screw cap wine at 6310 West Charleston Boulevard. Staff recommended approval.
10/13/15	Code Enforcement processed a Case (CE-160261) regarding noise after 12:00 midnight at 6310 West Charleston Boulevard. The case was resolved 11/03/15.
04/16/18	Code Enforcement processed a Case (CE-187622) regarding a homeless camp at 6310 West Charleston Boulevard. The case was resolved 04/17/18.
04/23/18	Code Enforcement processed a Case (CE-187886) regarding a homeless camp at 6310 West Charleston Boulevard. The case was resolved 04/26/18.
08/30/19	Business Licensing Enforcement failed an inspection (675451) regarding the licensing of alcohol beverage sales at 6310 West Charleston Boulevard (BLE777799). Issues were corrected at a follow-up inspection on 10/08/19.
02/19/20	The City Council voted to hold in abeyance a request for a Review of Condition to the March 18, 2020 City Council meeting at the request of the applicant.

Most Recent Change of Ownership	
06/05/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/12/05	A building permit (#05007216) was issued for a retail building at 6310 West Charleston Boulevard. A final inspection was approved 07/11/06.
	A building permit (#05007217) was issued for onsite improvements at 6310 West Charleston Boulevard. A final inspection was not approved and the permit expired 04/15/06.

Related Building Permits/Business Licenses	
12/21/05	A building permit (#05009010) was issued for onsite improvements at 6330 West Charleston Boulevard. A final inspection was approved 10/13/06.
06/30/06	A business license (G60-00056) was issued for a grocery/retail store at 6310 West Charleston Boulevard. The license is still active.
	A business license (L15-00132) was issued for Package Liquor at 6310 West Charleston Boulevard. The license is still active.
	A business license (P55-00064) was issued for a Pharmacy at 6310 West Charleston Boulevard. The license is still active.
	A business license (N02-00097) was issued for a Non-Depository Lender at 6310 West Charleston Boulevard. The license is still active.
12/07/06	A business license (C05-02491) was issued for a Tobacco Dealer at 6310 West Charleston Boulevard. The license is still active.
08/25/15	A building permit (C-287727) was issued for a retail tenant improvement remodel at 6310 West Charleston Boulevard. A final inspection was completed 11/24/15.
03/22/17	A building permit (C-334795) was issued for a retail tenant improvement at 6310 West Charleston Boulevard. A final inspection was completed 05/18/17.
02/05/18	A building permit (C17-00424) was issued for onsite improvements at 6310 West Charleston Boulevard. A final inspection has not been approved.
	A building permit (C17-00425) was issued for an interior retail tenant improvement at 6310 West Charleston Boulevard. A final inspection was completed 02/15/18.

Pre-Application Meeting	
12/04/19	A pre-application meeting was held with the applicant to discuss submittal requirements for a Review of Condition application.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/02/20	The subject site contains a built-out retail center. The grocery store/retail market that is the subject of this case is set back from Charleston Boulevard, with parking and landscaping in front. Nothing of concern was noted.

Details of Application Request	
Site Area	
Net Acres	4.31

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	College, University or Seminary	PF (Public Facilities)	C-V (Civic)
	Library, Art Gallery or Museum (Public)		
East	General Retail Store, Other Than Listed	MXU (Mixed Use)	C-1 (Limited Commercial)
	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Restaurant	MXU (Mixed Use)	C-1 (Limited Commercial)
	Multi-Family Residential		

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (200 Feet – partial)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area (Area 2)	Y
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) Rezoning

Project Address (Location) Walmart #3788- 6310 W Charleston Blvd, Las Vegas, NV 89146

Project Name Walmart review of conditions of special use permits SUP-49152 and SUP-3815 **Proposed Use** Same/General Commercial/Retail Stores and Shops

Assessor's Parcel #(s) 138-35-816-002 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner WAL-MART REAL ESTATE BUSINESS TRUST Contact _____

Address PO BOX 8050, MS 0555 City BENTONVILLE State AR Zip 72712-8055

E-mail _____ Phone 479-277-7257

Applicant Walmart #3788 Contact Dan Rice

Address 6310 W. Charleston Blvd. City Las Vegas State NV Zip 89146

E-mail Dan.Rice@walmart.com Phone 702-452-9998

Representative Dickinson Wright PLLC Contact Jennifer Gaynor

Address 8363 W. Sunset Road, #200 City Las Vegas State NV Zip 89113

E-mail JGAYNOR@DICKINSONWRIGHT.COM Phone 702-550-4462

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 Dan Rice

Subscribed and sworn before me

This 12 day of December, 20 19

Takeisha James

Notary Public in and for said County and State

TAKEISHA JAMES
BENTON COUNTY
NOTARY PUBLIC – ARKANSAS
My Commission Expires Nov. 15, 2023
Commission No. 12396580

PRJ-78041
12/16/19



ROC-78044 [PRJ-78041] - APPLICANT: WAL-MART STORES, INC. - OWNER: WAL-MART REAL ESTATE BUSINESS TRUST
6310 WEST CHARLESTON BOULEVARD

1/2/20

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

July 3, 2014

Mr. Kevin Gladden
Wal-Mart Real Estate Business Trust
c/o Tax Department
PO Box 8050 MS 0055
Bentonville, Arkansas 72712-8055

RE: ROC-54248 [PRJ-53864] - REVIEW OF CONDITION
CITY COUNCIL MEETING OF JULY 2, 2014

Dear Mr. Gladden:

The City Council at a regular meeting held July 2, 2014 APPROVED the request for a Review of Condition TO AMEND CONDITION #7 OF SPECIAL USE PERMIT (SUP-3815) "TO ALLOW THE SALES OF INDIVIDUAL CONTAINERS OF SCREW CAP WINE" at 6310 West Charleston Boulevard (APN 138-35-816-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on July 3, 2014.

Planning

1. Condition #7 of Special Use Permit (SUP-3815) shall be amended to allow the sales of individual 750 ML or greater containers of screw cap wine.

2. Conformance to the conditions of approval of Special Use Permit (SUP-3815) and all other site related actions as required by the Department of Planning and Department of Public Works.

Sincerely,

Debra A. Outland
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Alisha Medrano
Wal-Mart Store, Inc.
dba Walmart #3788
6310 West Charleston Boulevard
Las Vegas, Nevada 89146

Mr. Andrew Moore
Brownstein Hyatt Farber Schreck, LLP
100 North City Parkway, Suite #1600
Las Vegas, Nevada 89106

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

PRJ-78041
12/16/19



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

April 8, 2004

Mr. Carl Peterson
PSA Land Investment, Limited Liability Company
One Arrowhead Drive
Kansas City, Missouri 64129

RE: SUP-3815 - SPECIAL USE REVIEW
CITY COUNCIL MEETING OF APRIL 7, 2004
Related to SDR-3790

Dear Mr. Peterson:

The City Council at a regular meeting held April 7, 2004 APPROVED the request for a Special Use Permit FOR LIQUOR SALES (OFF-PREMISE CONSUMPTION) adjacent to the north side of Charleston Avenue, approximately 375 feet east of Torrey Pines Drive (APN: 138-35-801-002; 138-35-803-001), C-1 (Limited-Commercial) Zone, Ward 1.

The Notice of Final Action was filed with the Las Vegas City Clerk on April 8, 2004. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for a Liquor Establishment (Off-Premise Consumption) use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review [SDR-3790].

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

4. All City Code requirements and design standards of all City departments must be satisfied.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. The sale of alcoholic beverages shall be limited to an area not to exceed 10% of the retail floor space of the market

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

PRJ-78041
12/16/19

68112-012-6/03

7. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Theodore Kruger
Bullseye Commercial Real Estate
29100 Old Mill Creek Lane
Agoura, California 91301

Ms. Deborah McCutchen
Perkowitz & Ruth Architects
3980 Howard Hughes Parkway
Las Vegas, Nevada 89109

PRJ-78041
12/16/19

DICKINSON WRIGHT PLLC

8363 W. SUNSET RD., STE. 200
LAS VEGAS, NV 89113
TELEPHONE: (702) 550-4400
FACSIMILE: (844) 670-6009
http://www.dickinsonwright.com

JENNIFER J. GAYNOR
JGAYNOR@DICKINSONWRIGHT.COM
(702) 550-4462

November 27, 2019

City of Las Vegas Department of Planning
Development Services Center
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Re: Justification Letter in support of Request for Review of Conditions for:
- **Special Use Permit #3815, Walmart Neighborhood Market (Store #3788), and**
- **Special Use Permit #49152, Walmart (Store #1599)**

To Whom It May Concern:

This Justification Letter is in support of my client, Walmart Stores, Inc. (Walmart"). Walmart operates a number of stores throughout the City of Las Vegas, including the subject two Walmart stores:

1) Store #3788, at 6310 W. Charleston Boulevard, APN 138-35-801-002, Special Use Permit # SUP-3815 ("Store #3788") and;

2) Store #1559, at 201 North Nellis Blvd., APN 140-32-701-003, Special Use Permit # SUP-49152 ("Store #1599").

Walmart is requesting review and an amendment to the Conditions for the Special Use Permits for these two stores, as explained below.

Background

Store #3788 was initially granted a Special Use Permit ("SUP") for off-premise liquor sales in April of 2004. That SUP contained the following conditions:

- "The sale of alcoholic beverages shall be limited to an area not to exceed 10% of the retail floor space of the market" (Condition #6);

- "The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All Such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted." (Condition #7)

In July of 2014, this council reviewed these SUP conditions (ROC-54248) and amended Condition #7, to allow the sale of individual containers of screw-cap wine, in sizes 750 ML or greater.

PRJ-78041
12/16/19

Store #1559 was initially granted an SUP for off-premise liquor sales in July of 2013. That SUP contained a condition (Condition #7) that:

- "All beer and wine coolers shall remain in the original manufacturer's configuration intended for off-sale resale."

The conditions for this SUP have not been reviewed or amended since the initial grant.

The Requested Amendments

The request that Walmart is making today is to remove the above-listed conditions from these two stores. This change will bring the SUP conditions regarding liquor sales for these two stores into line with the conditions on the sale of liquor for all of the other Walmart stores in the City of Las Vegas. We have checked with the City regarding SUP conditions for liquor sales by Walmart stores throughout the city, and have found that only these two stores have such conditions on liquor sales.

In fact, we did find one other Walmart store, Store #3655 at 10440 West Cheyenne Avenue (ROC-44510), which had previously had similar conditions limiting the sale of alcoholic beverages to beer and wine only, prohibiting the sale of individual containers of any size of beer, wine coolers or screw top wine, and prohibiting the "repackaging of containers into groups smaller than the original shipping container size." These conditions were removed by the City Council in their meeting on March 21, 2012.

Each of these stores are located in established commercial zoning districts and have already been granted liquor licenses, demonstrating that the City has previously found that retail liquor sales at each are compatible with the areas surrounding each store. The stores are already selling beer, wine and hard liquor to their customers at each location. With this request, Walmart will simply be able to have consistent policies and procedures across all of their stores in the City of Las Vegas.

If there is anything further we can provide to assist with your review of this, please let me know.

Thank you for your consideration of this request.

Sincerely,

Jennifer J. Gaynor, counsel for applicant,
Walmart Stores, Inc.

JJG:JJG:hd

PRJ-78041
12/16/19

DICKINSON WRIGHT PLLC

8363 West Sunset Road, Suite 200
Las Vegas, NV 89113-2210
Telephone: (702) 550-4400
Facsimile: (844) 670-6009
http://www.dickinsonwright.com

Jennifer J. Gaynor
JGaynor@dickinsonwright.com
(702) 550-4462

February 18, 2020

VIA E-MAIL

Steve Swanton, AICP
Senior Planner
Department of Planning, Case Planning Division
333 N. Rancho Drive, Third Floor
Las Vegas, NV 89106
sswanton@LasVegasNevada.gov

RE: Walmart Review of Conditions

Dear Mr. Swanton:

With this letter I am requesting to abey ROC-78044, which is on the agenda as item 91 for the City of Las Vegas City Council meeting scheduled for tomorrow, February 19, 2020. Please abey this item for a period of 30 days.

The reason for this request is that this ROC is for one of two stores where we are asking to remove conditions for on behalf of our client, Walmart Stores, Inc., and I have already requested to have the second store, ROC-78043 held in abeyance for 30 days at the request of a City Council member so that their office could complete their due diligence on this item before it is heard. I believe it is important that all questions and due diligence on both items are completed before we hear either, and would like them both heard at or around the same time.

I appreciate your assistance with this request. Please let me know if you have any questions.

Best regards,

Jennifer Gaynor

JJG/jac
4826-3038-7125 v1 [45276-911]

Submitted after Final Agenda
AGENDA ITEM #91
RECEIVED 02.18.20

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
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Las Vegas, NV
Permit No. 1630

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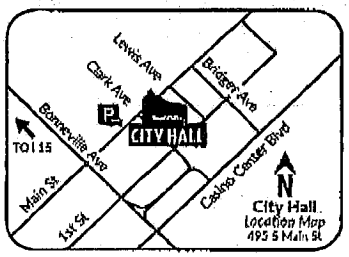
2020 FEB 10 P 2:06

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-78044 [PRJ-78041]
City Council Meeting of **02/19/2020**

PRJ-78041
13835402008
ASSISTANCE LEAGUE LAS VEGAS
6446 W CHARLESTON BLVD
LAS VEGAS NV 89146-1120

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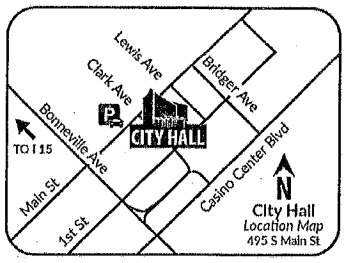

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-78044 [PRJ-78041]
City Council Meeting of **02/19/2020**

PRJ-78041
13835810009
GALINDO CESAR A & M C REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS NV 89107-4107

Submitted after final agenda
Item 91

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Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-78044 [PRJ-78041]
City Council Meeting of **02/19/2020**

PRJ-78041
13833810088
GUBERLAND L L C
354 OLD COURSE ST
LAS VEGAS NV 89123

Submitted after final agenda
Item 91

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
44

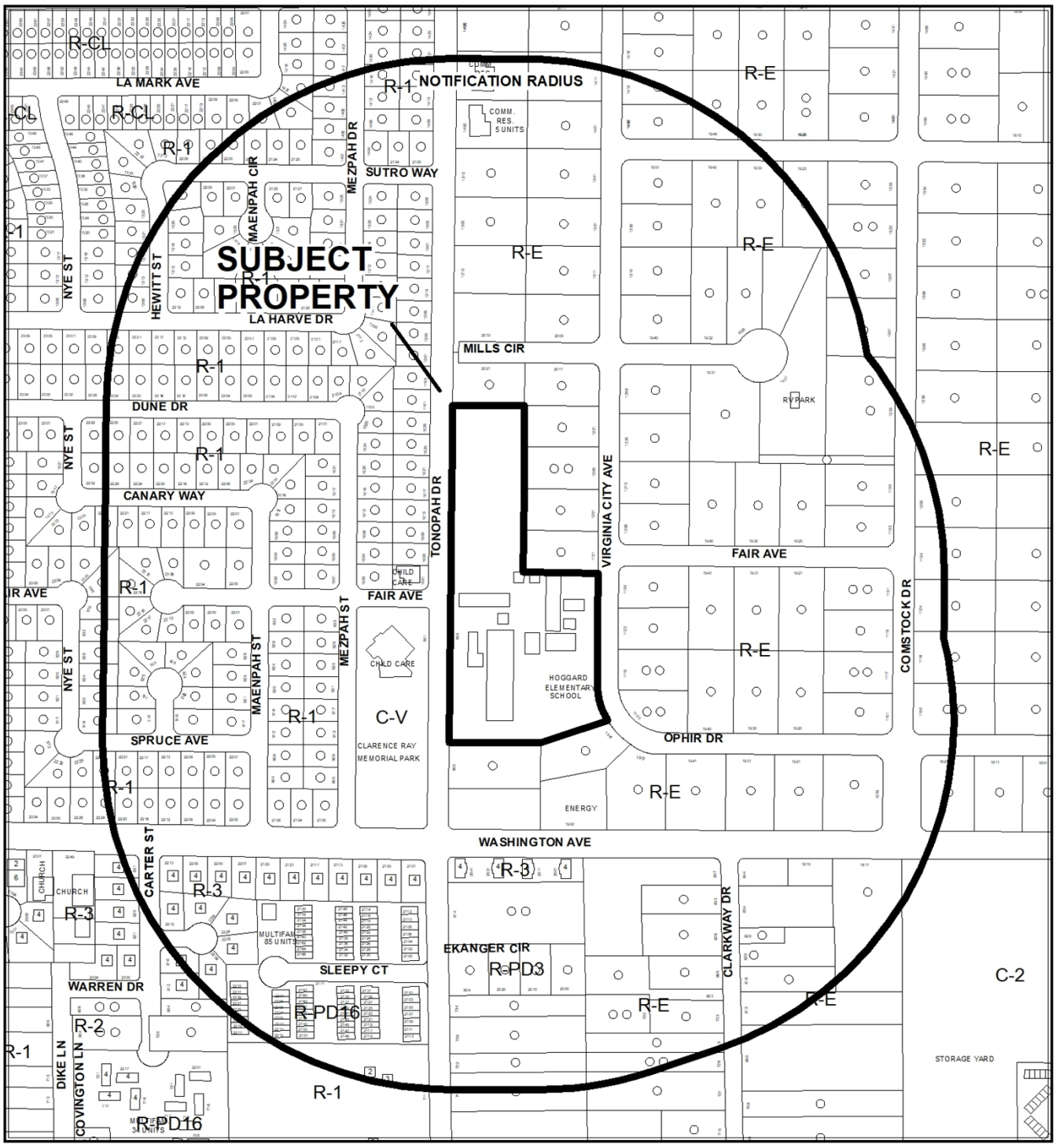
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
VAR-78137 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: CLARK COUNTY SCHOOL DISTRICT - OWNER: SCHOOL BOARD OF TRUSTEES - For possible action on a request for a Variance TO ALLOW NO OFFSITE IMPROVEMENTS ON VIRGINIA CITY AVENUE WHERE SUCH ARE REQUIRED on 7.03 acres at 950 North Tonopah Drive (APN 139-28-210-007), C-V (Civic) Zone, Ward 5 (Crear) [PRJ-77865]. Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	9	Planning Commission Mtg.	1
City Council Meeting	0	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. City Council Action Letter - SDR-76079 [PRJ-75793]
7. Support Postcard
8. Backup Submitted for the February 11, 2020 Planning Commission Meeting



0 330 660 Feet

CASE: **VAR-78137 (PRJ-77865)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 330 660 Feet

CASE: **VAR-78137 (PRJ-77865)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 18, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLARK COUNTY SCHOOL DISTRICT - OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-78137	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 2

NOTICES MAILED 436 (By City Clerk)

PROTESTS 9

APPROVALS 1

SS

**** CONDITIONS ****

VAR-78137 CONDITIONS

Planning

1. Conformance to the approved conditions for Site Development Plan Review (SDR-76079), except as amended by this Variance.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

6. Half street improvements for Virginia City Avenue are hereby deferred provided the Clark County School District submits a Covenant Running with Land application to secure such deferred improvements, or alternatively, provides the City of Las Vegas a letter on District letterhead acknowledging the obligation and agreeing to construct such deferred improvements upon receipt of a written notification from the City that such improvements are required.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant requests a Variance to allow no half-street improvements on Virginia City Avenue where such improvements are required adjacent to an approved school at 950 North Tonopah Drive.

ISSUES

- The approved Site Development Plan Review (SDR-76079) for the school site requires construction of all incomplete half-street improvements on Virginia City Avenue and Tonopah Drive concurrent with site development. The applicant intends to comply with the requirement for improvements on Tonopah Drive but not Virginia City Avenue.
- There are currently no sidewalks throughout the adjacent Bonanza Village development.

ANALYSIS

In June 2019, the City Council approved a Site Development Plan Review (SDR-76079) for the redevelopment of an existing elementary school at this location. Typical for proposed developments, Condition Number 10 of this approval required all incomplete half-street improvements to be constructed on the adjacent rights-of-way concurrent with development of the site; this includes Virginia City Avenue, which currently contains no sidewalks. Virginia City Avenue contains 60 feet of public right-of-way. Approximately 28 feet is paved; the remaining area contains dirt, gravel and signage. About 14 feet remains unimproved adjacent to the school site.

Virginia City Avenue is located within the Bonanza Village development, which does not contain sidewalks on any of its streets. The applicant states that neighboring residents do not want this street to be improved consistent with the other streets in Bonanza Village. In respecting the wishes of the neighbors, the applicant requests no current or future improvements on Virginia City Avenue, which requires approval of a Variance. The Department of Public Works recommends implementation of code requirements and therefore does not support this request. There are no physical characteristics of the site or adjacent right-of-way that would prevent the applicant from meeting these requirements. Staff therefore recommends denial. If approved, a condition would allow indefinite deferral of the required improvements provided the applicant submits a Covenant Running With Land or acknowledgment of a similar obligation for future installation of the improvements at such time as the City may require them.

FINDINGS (VAR-78137)

In accordance with the provisions of Title 19.16.140(B), 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 not to construct half-street improvements on Virginia City Avenue next to new development where such improvements are required. Providing these improvements 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.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/26/62	The Board of City Commissioners adopted Ordinance 1014, which reaffirmed the C-V (Civic) zoning district on this property.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/14/98	Department of Planning staff administratively approved a Minor Exception (ME-0006-98) to allow an eight-foot tall wall around the periphery of Bonanza Village, including all of the east property line and a portion of the north and south property lines of Mabel Hoggard Elementary School.
08/13/98	The Planning Commission approved a request for a Site Development Plan Review (SD-0027-98) for a proposed 8,748 square-foot addition to an existing 34,637 square-foot school on the east side of Tonopah Drive, north of Washington Avenue. Staff recommended approval.
04/05/08	A Code Enforcement case (CE-64192) was processed for a large tree stump next to the street along Virginia City Avenue at the back of the existing school at 950 North Tonopah Drive. The case was resolved on 04/05/08.
06/19/19	The City Council approved a request for a Variance (VAR-76077) to allow a building height of 39.33 feet where 35 is allowed, to allow a zero-foot landscape buffer along the east perimeter where 15 feet is required and to allow fewer perimeter and parking lot trees than required on 7.03 acres at 950 North Tonopah Drive. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a request for a Site Development Plan Review (SDR-76079) for a proposed two-story, 88,540 square-foot Primary Public School on 7.03 acres at 950 North Tonopah Drive. The Planning Commission recommended approval; staff recommended denial.
02/11/20	The Planning Commission unanimously voted to recommend APPROVAL on a request for a Variance (VAR-78137) TO ALLOW NO OFFSITE IMPROVEMENTS ON VIRGINIA CITY AVENUE WHERE SUCH ARE REQUIRED on 7.03 acres at 950 North Tonopah Drive (APN 139-28-210-007), C-V (Civic) Zone, Ward 5 (Crear) [PRJ-77865].

Most Recent Change of Ownership	
04/06/59	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1960	The public school at 950 North Tonopah Drive was constructed.

Pre-Application Meeting	
11/13/19	A pre-application meeting was held with the applicant to discuss issues and submittal requirements for a Review of Condition application. Public Works indicated it would not likely support the request. A Variance was later determined to be the appropriate application type for this request.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
11/26/19	There are no sidewalks adjacent to the school along Virginia City Avenue or Tonopah Drive. Chain link fencing is installed along the property lines next to these streets. A striped parking lane is located along the east side of Tonopah Drive; no lanes are striped along Virginia City Avenue.

Details of Application Request	
Site Area	
Net Acres	7.03

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Public School, Primary	PF (Public Facilities)	C-V (Civic)
North	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
South	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
East	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
West	Public Park or Playground	PF (Public Facilities)	C-V (Civic)
	Government Facility		
	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master and Neighborhood Plan Areas	***Compliance***
West Las Vegas Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (105/140 Feet)	Y
C-V (Civic) District	Y*
RP-O (Rural Preservation Overlay) 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

*A Variance (VAR-76077) was approved to allow deviations from C-V (Civic) development standards adjacent to parcels zoned for residential uses.

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) 950 N. Tonopah Drive, Las Vegas, NV 89106

Project Name Mabel W. Hoggard Elementary School **Proposed Use**

Assessor's Parcel #(s) 139-28-210-007 **Ward #**

General Plan: Existing Proposed **Zoning:** Existing C-V Proposed

Additional Information To waive half street improvements on Virgina City Avenue

Property Owner School Board of Trustees Contact Linda K. Perri

Address 1180 Military Tribute Place City Henderson State NV Zip 89074

E-mail perrilk@nv.ccsd.net Phone (702) 799-5214

Applicant Clark County School District Contact Linda K. Perri

Address 1180 Military Tribute Place City Henderson State NV Zip 89074

E-mail perrilk@nv.ccsd.net Phone (702) 799-5214

Representative Clark County School District - Real Property Management Contact Chris Dingell

Address 1180 Military Tribute Place City Henderson State NV Zip 89074

E-mail dingec@nv.ccsd.net Phone (702) 799-5214 Ext. 5417

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 Linda K. Perri

Subscribed and sworn before me

This 2nd day of January, 20 20

Cheryl Bace

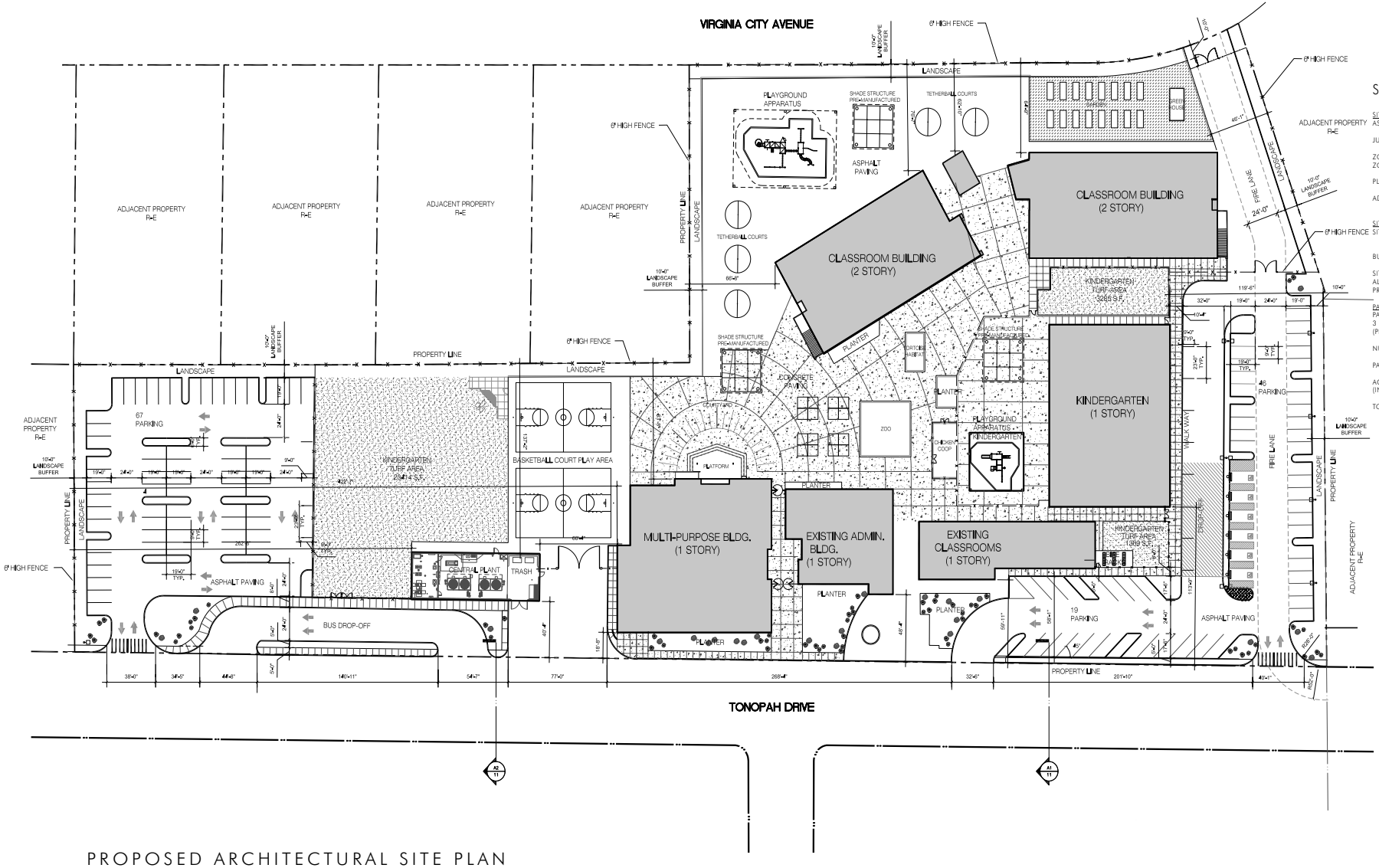
Notary Public in and for said County and State

State of Nevada
County of Clark

CHERYL BACE
Notary Public, State of Nevada
Appointment No. 17-1678-1
My Appt. Expires Feb. 15, 2021

PRJ-77865
01/02/20

CCSD
CLARK COUNTY
SCHOOL DISTRICT



SITE DATA

ADJACENT PROPERTY R-E	SITE INFORMATION: ASSESSOR'S PARCEL NUMBER:	139-28-210-007
	JURISDICTION:	CITY OF LAS VEGAS
	ZONING - EXISTING:	C-V
	ZONING - PROPOSED:	C-V
	PLANNED USE:	E - EDUCATION
	ADDRESS:	950 N. TONOPAH DRIVE, LAS VEGAS, NV 89106
	SITE TABULATION: SITE AREA:	7.03 ACRES 306,226.8 SF
	BUILDING FOOTPRINT SF:	62,030 SF
	SITE COVERAGE ALLOWED:	50%
	PROVIDED:	20%
	PARKING TABULATION: PARKING REQUIRED: 3 PARKING STALLS PER CLASSROOM (PER TITLE 19 CLV 19.12.070)	129
	NUMBER OF CLASSROOMS	43
	PARKING PROVIDED STANDARD STALL:	126
	ACCESSIBLE PARKING: (INCLUDING 1 VAN ACCESSIBLE)	6
	TOTAL PARKING PROVIDED:	132

PROPOSED ARCHITECTURAL SITE PLAN

0 30' 60' 120' NORTH

MABEL HOGGARD ELEMENTARY SCHOOL REPLACEMENT
CLARK COUNTY SCHOOL DISTRICT
ZONING PACKAGE

DATE: 03.04.2019 SHEET: 1 OF 13 SH PROJECT NO.: 180111

PRJ-77865
11/21/19

SH ARCHITECTURE
7250 Peak Drive Suite 216 Las Vegas Nevada 89128
office 702.363.2222 www.sh-architecture.com



VAR-78137 [PRJ-77865] - VARIANCE - APPLICANT: CLARK COUNTY SCHOOL DISTRICT - OWNER: SCHOOL BOARD OF TRUSTEES
950 NORTH TONOPAH DRIVE

11/26/2019



VAR-78137 [PRJ-77865] - VARIANCE - APPLICANT: CLARK COUNTY SCHOOL DISTRICT - OWNER: SCHOOL BOARD OF TRUSTEES
950 NORTH TONOPAH DRIVE

11/26/2019



VAR-78137 [PRJ-77865] - VARIANCE - APPLICANT: CLARK COUNTY SCHOOL DISTRICT - OWNER: SCHOOL BOARD OF TRUSTEES
950 NORTH TONOPAH DRIVE

11/26/2019

OPERATIONAL SERVICES UNIT, *Facilities Division*

1180 Military Tribute Place • Henderson, NV 89074 • (702) 799-0591 • FAX (702) 799-8745

CCSD
CLARK COUNTY
SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES

Lola Brooks, President
Linda P. Cavazos, Vice President
Chris Garvey, Clerk
Irene A. Cepeda, Member
Danielle Ford, Member
Deanna L. Wright, Member
Dr. Linda E. Young, Member

Jesus F. Jara Ed.D., Superintendent

November 19, 2019

Robert Summerfield, Planning Director, AICP
City of Las Vegas Planning Department
Development Services Center
333 N. Rancho Boulevard, 3rd Floor
Las Vegas, Nevada 89106

Re: Justification Letter for Review of Condition

Dear Mr. Summerfield:

Pursuant to Title 19, Section 19.16.240 of the City of Las Vegas Unified Development Code, the Clark County School District (District) respectfully requests a review of condition.

A Site Development Plan Review (SDR-76079) for the replacement of Mabel Hoggard Elementary School was approved by the City Council on June 20, 2019. Public Works condition #10 states, *"Construct all incomplete half street improvements on Tonopah Drive and Virginia City Avenue meeting current City Standards adjacent to this site concurrent with the development of this site..."* At the time the District conducted its neighborhood meeting on May 2, 2019, the residents residing on Virginia City Avenue stated they would prefer the street to remain unimproved, to coincide with the other streets in the development. In order to support the wishes of the residents, the District is requesting a waiver of the half-street improvements on Virginia City Avenue. The District will comply with the remainder of the condition to improve Tonopah Drive.

The District would appreciate your consideration of a recommendation of approval. Please contact Chris Dingell at 702-799-5214 x5417 if you should have any questions or require additional information.

Cordially,

Linda Perri, Director
CCSD Real Property Management

Cc: Alan Imperial, CCSD Construction Project Manager
Mark McGinty, SH Architecture

PRJ-77865
11/21/19

Main Office: 5100 WEST SAHARA AVENUE • LAS VEGAS, NEVADA 89146 • TELEPHONE (702) 799-CCSD (2273)

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
MICHELE FIORE
CEDRIC CREAR
WARD 2 *(Vacant)*

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING

ROBERT 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

June 20, 2019

Ms. Linda K. Perri
School Board of Trustees
1180 Military Tribute Place
Henderson, Nevada 89074

RE: SDR-76079 [PRJ-75793] - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-76077
CITY COUNCIL MEETING OF JUNE 19, 2019

Dear Ms. Perri:

The City Council at a regular meeting held on June 19, 2019 voted to ***APPROVE*** a request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 88,540 SQUARE-FOOT PRIMARY PUBLIC SCHOOL DEVELOPMENT on 7.03 acres at 950 North Tonopah Drive (APN 139-28-210-007), C-V (Civic) Zone, Ward 5 (Crear) [PRJ-75793].

This approval is subject to the following conditions:

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-76077) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 03/18/19, 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.

PRJ-77865
11/21/19

6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

7. 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.

8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

9. Appropriate Mapping action(s), if required, shall record prior to the approval of off-site construction drawings for this site.

10. Construct all incomplete half street improvements on Tonopah Drive and Virginia City Avenue meeting current City Standards adjacent to this site 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.

11. The school shall send all wastewater to the 8-inch public sewer in Virginia City Avenue and abandon the private sewer connection to the private sewer manhole near the south property line.

12. Design and construct an off-site relief sewer in Martin Luther King Boulevard from Fair Avenue to Owens Avenue, at a depth and location acceptable to the Sanitary Sewer Planning Section of the Department of Public Works. Meet with Sanitary Sewer Planning to discuss reimbursement for constructing an oversized sewer in Martin Luther King Boulevard.

13. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

PRJ-77865
11/21/19

14. A Traffic Impact Analysis or other information acceptable to the City Traffic Engineer must be submitted to and approved by the Department of Public Works prior to issuance of any building or grading permits. Comply with the recommendation of the City Traffic Engineer.

15. 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.

The Notice of Final Action was filed with the Las Vegas City Clerk on June 20, 2019.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Ms. Linda K. Perri
Clark County School District
1180 Military Tribute Place
Henderson, Nevada 89074

Ms. Diana Salazar
Clark County School District
Real Property Management
1180 Military Tribute Place
Henderson, Nevada 89074

PRJ-77865
11/21/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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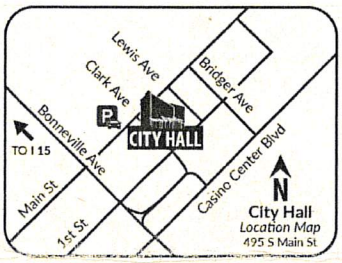

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78137 [PRJ-77865]
City Council Meeting of **03/18/2020**

PRJ-77865
13928210003
ROBINSON ROBERT L
1221 VIRGINIA CITY AVE
LAS VEGAS NV 89106-2047

RECEIVED
CITY CLERK
2020 MAR 19 P 1:57

87 ARDFNP1 89106

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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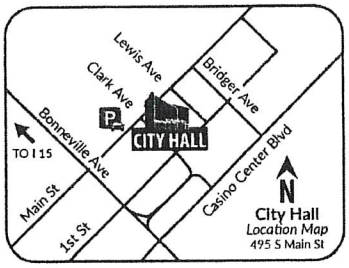
Official Notice of Public Hearing



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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.

VAR-78137 [PRJ-77865]
Planning Commission Meeting of **2/11/2020**

PRJ-77865
13928301009
D F A L L C
1401 MINERAL AVE
LAS VEGAS NV 89106

87 LRDFNP1 89106

3IP

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

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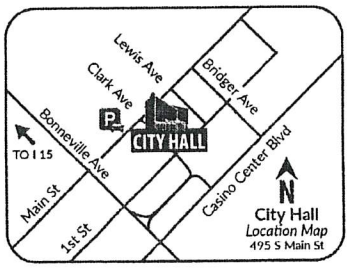

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Dept of Planning
City of Las Vegas

PRJ-77865
13928302001
D F A L L C
1401 MINERAL AVE
LAS VEGAS NV 89106-4342

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78137 [PRJ-77865]
Planning Commission Meeting of **2/11/2020**

87 LRDPNP1 89106

31P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

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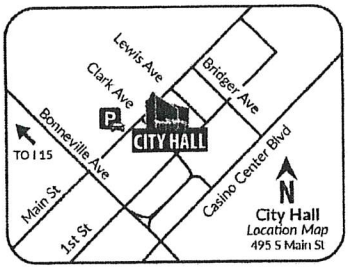

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78137 [PRJ-77865]

Planning Commission Meeting of **2/11/2020**

PRJ-77865
13928302002
D F A L L C
1401 MINERAL AVE
LAS VEGAS NV 89106-4342

87 LRDFNP1 89106

31P

Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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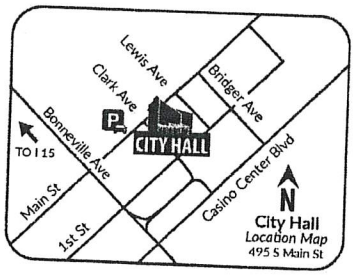

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Please use available blank space on card for your comments.
VAR-78137 [PRJ-77865]
Planning Commission Meeting of **2/11/2020**

PRJ-77865
13928302012
D F A L L C
1401 MINERAL AVE
LAS VEGAS NV 89106-4342

87 LRDFNP1 89106

31P

City of Las Vegas
Department of Planning
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Las Vegas, Nevada 89106

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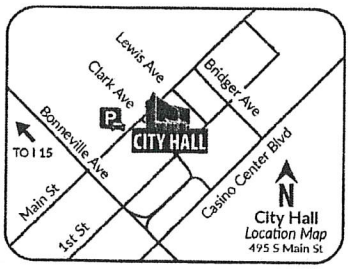

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78137 [PRJ-77865]

Planning Commission Meeting of **2/11/2020**

PRJ-77865
13928302014
D F A L L C
1401 MINERAL AVE
LAS VEGAS NV 89106-4342

87 LRDFMP1 89106

31 P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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Permit No. 1630

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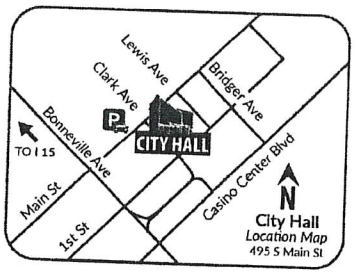

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78137 [PRJ-77865]

Planning Commission Meeting of **2/11/2020**

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FEB 4 2020
Dept of Planning
City of Las Vegas

PRJ-77865
13928302031
D F A L L C
1401 MINERAL AVE
LAS VEGAS NV 89106-4342

87 LADFNP1 89106

31P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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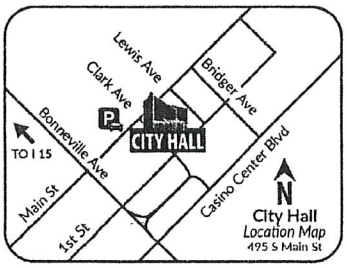

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FEB 4 2020
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-78137 [PRJ-77865]
Planning Commission Meeting of **2/11/2020**

PRJ-77865
13928302032
D F A L L C
1401 MINERAL AVE
LAS VEGAS NV 89106-4342

87 LADFNP1 89106

31P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

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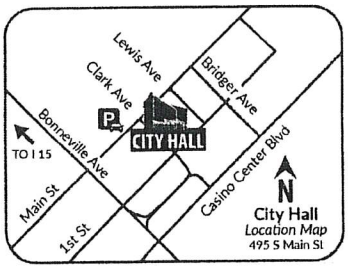
Official Notice of Public Hearing



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FEB 4 2020
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78137 [PRJ-77865]
Planning Commission Meeting of **2/11/2020**

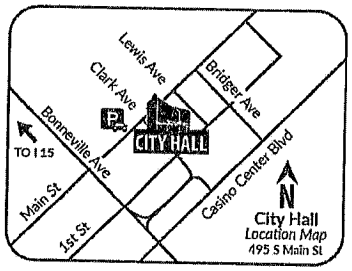
PRJ-77865
13928302034
D F A L L C
1401 MINERAL AVE
LAS VEGAS NV 89106-4342

87 LRDFMP1 89106

31 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-78137 [PRJ-77865]

Planning Commission Meeting of **2/11/2020**

LAS VEGAS NV 890

05 FEB 2020 PM 3 L



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From:
PRJ-77865
13928210001
RAY JOHN S
PO BOX 26095
LAS VEGAS NV 89126

TO:
✓
TO: Dept PLANNING
Dev. Services
333 NO. RANCHO DR 3RD Floor
LAS VEGAS NV. 89106

Submitted after final agenda

31P

Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

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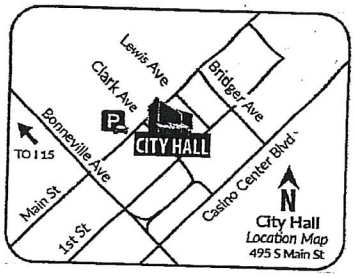

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78137 [PRJ-77865]

Planning Commission Meeting of **2/11/2020**

PRJ-77865
13929514089
~~GLOVER ADA LIVING TRUST~~
GLOVER ADA TRS
1404 MEZPAH DR
LAS VEGAS NV 89106-1936

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FEB 10 2020
Dept of Planning
City of Las Vegas

87 LRDFNP1 89106

Submitted after final agenda 31A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

APN 139-28-210-007

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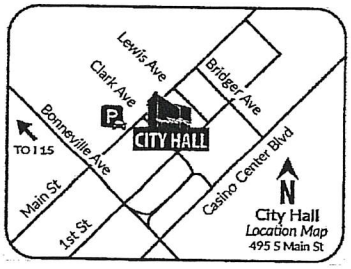

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Dept of Planning
City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-78137 [PRJ-77865]
Planning Commission Meeting of **2/11/2020**

PRJ-77865
13928210003
ROBINSON ROBERT L
1221 VIRGINIA CITY AVE
LAS VEGAS NV 89106-2047

97 LRDFNP1 89106

Submitted after final agenda

31A
Pg 1 of 3

1221 Virginia City Ave.
Las Vegas, NV 89106
February 10, 2020

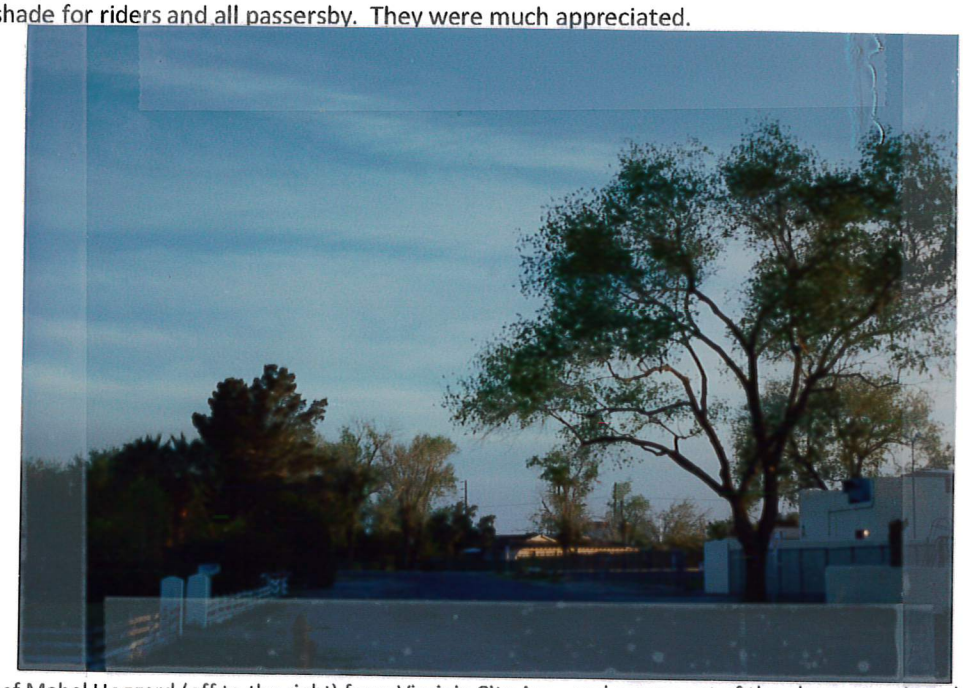
City of Las Vegas
Department of Planning
Development Services Center
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Dear City Planners:

Greetings.

I would like to voice my support of the Clark County School District's request not to perform any "Offsite Improvements" on Virginia City Ave. (VAR-78137, PRJ-77865). I assume the "Offsite Improvements" would involve adding drainages/ curbs and gutters, light posts, and/or sidewalks in the right-of-way on Virginia City Ave. behind Mabel Hoggard Elementary School.

Even though the elementary school is zoned C-V, it has been our neighborhood school, tucked within the residence estates since their beginning, accepting and reflecting the rural environment of Bonanza Village. (Please see attachment). The undeveloped right-of-ways have long-served as bridle paths for the horse-owners in the neighborhood. For decades, the school and neighbors maintained large elm trees in the bridle paths which provided shade for riders and all passersby. They were much appreciated.



A rear view of Mabel Hoggard (off to the right) from Virginia City Ave., and a remnant of the above-mentioned elms, mid-1990s

I think we should support the school's interest in keeping Virginia City Ave. an R-E neighborhood street.

Thank you for the opportunity to weigh in on this matter.

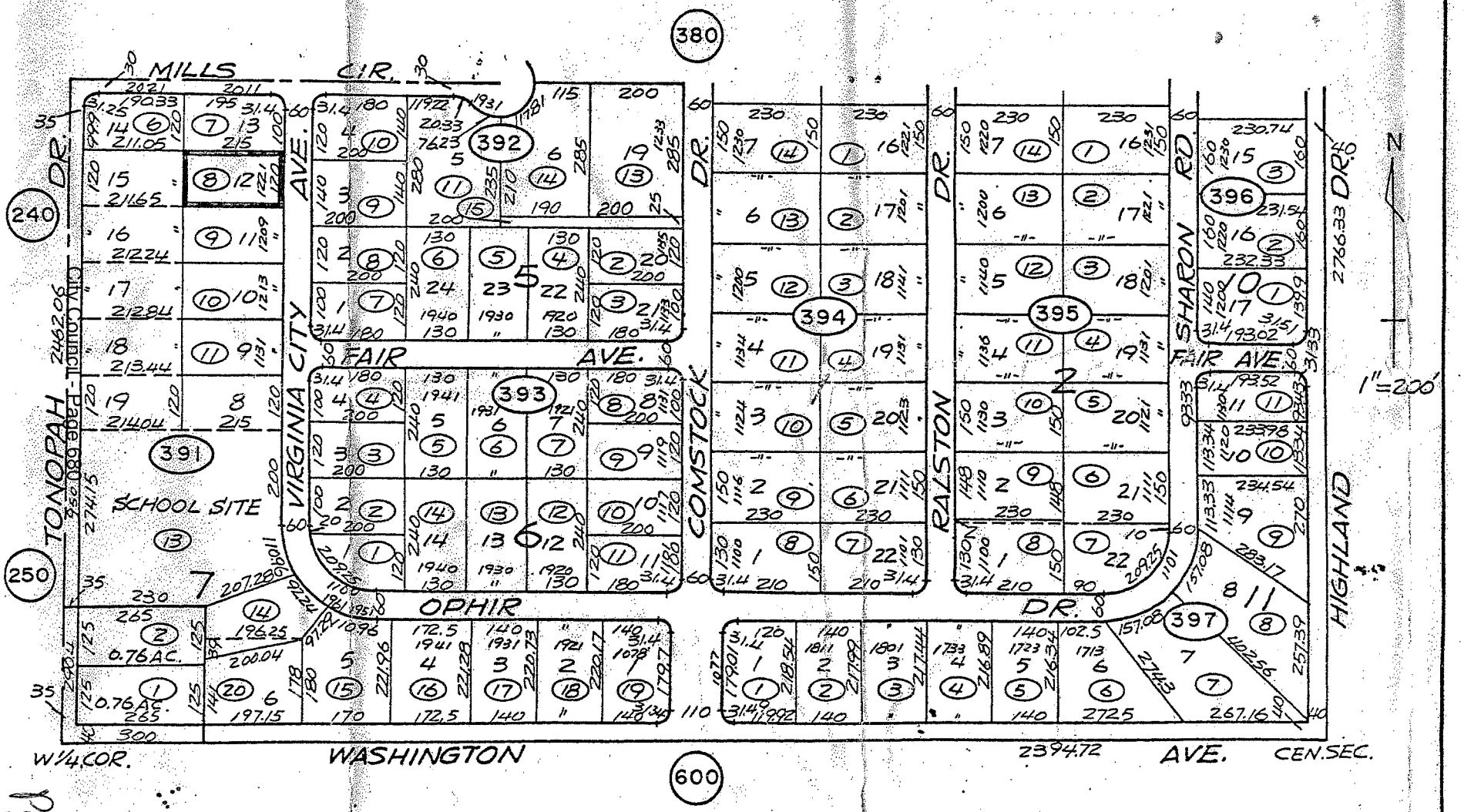
Sincerely,

The Robinsons

BONANZA VILLAGE TRACT

PT. NW4 SEC.28 T-20S R-61E

010-390



LVC-200

City Council - Page 680

MASTER APPRAISALS

Pg 3 of 3

31

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
45

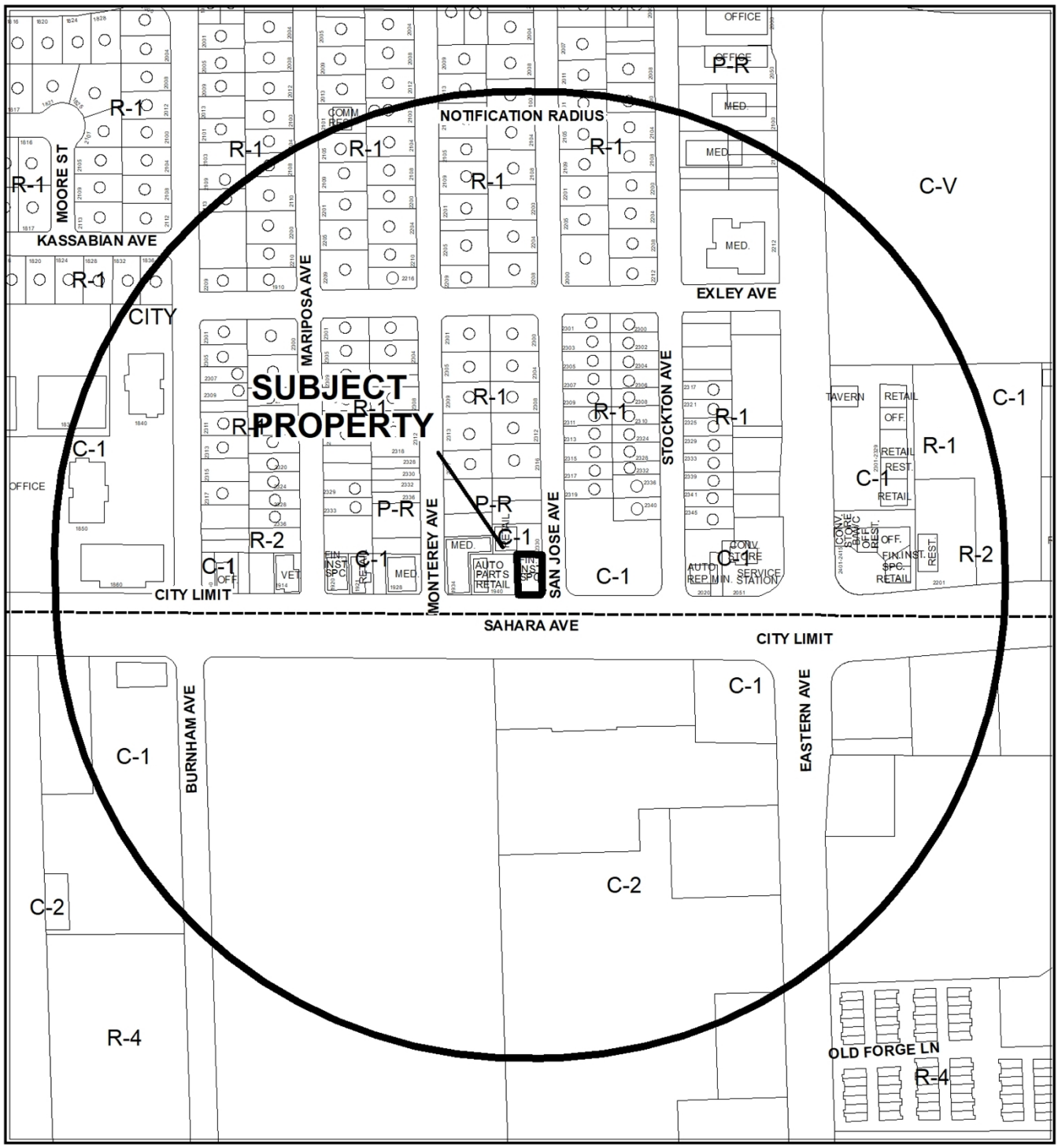
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-78109 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: QC FINANCIAL SERVICES, INC - OWNER: RIBAUDO FAMILY TRUST - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,170 SQUARE-FOOT AUTO TITLE LOAN USE WITHIN AN EXISTING FINANCIAL INSTITUTION, SPECIFIED USE WITH WAIVERS TO ALLOW A 130-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED, TO ALLOW A 1,170 SQUARE-FOOT TENANT SPACE DEDICATED TO THE USE WHERE 1,500 SQUARE-FEET IS REQUIRED AND TO ALLOW WINDOW SIGNAGE THAT DOES NOT COMPLY WITH TITLE 19.12 STANDARDS at 1942 East Sahara Avenue, Suite A (APN 162-02-811-116), C-1 (Limited Commercial), Ward 3 (Diaz) [PRJ-78046]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

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. Protest/Support Postcards
8. Backup Submitted from the March 18, 2020 City Council Meeting
9. Submitted at Meeting - Ward 3 Maps of Business License and Protected Uses and Financial Institution Uses Submitted by Staff and E-comments Read and Not Read Submitted by City Clerk
10. Backup Submitted for the February 11, 2020 Planning Commission Meeting



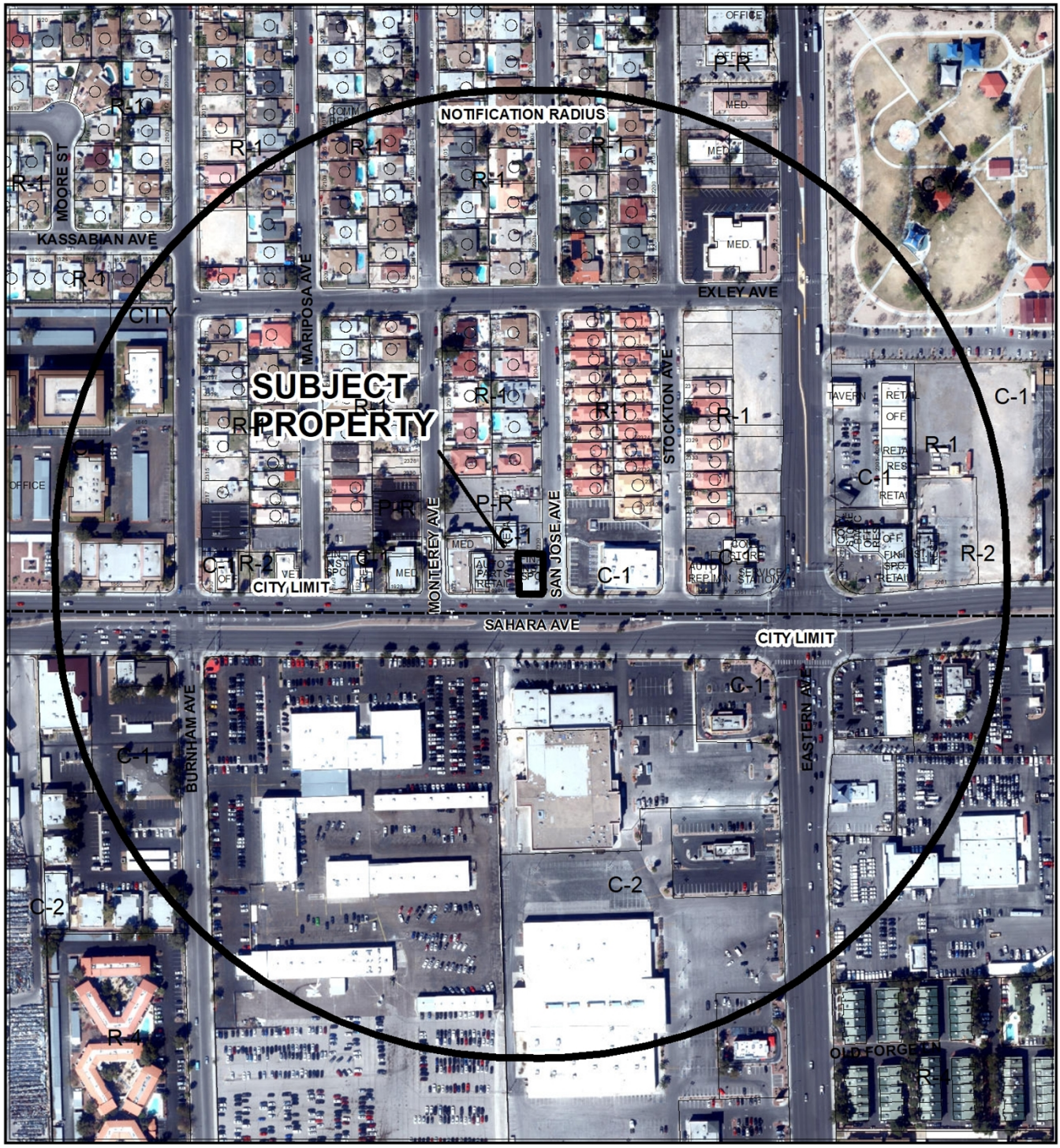
0 245 490 Feet

CASE: **SUP-78109 (PRJ-78046)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



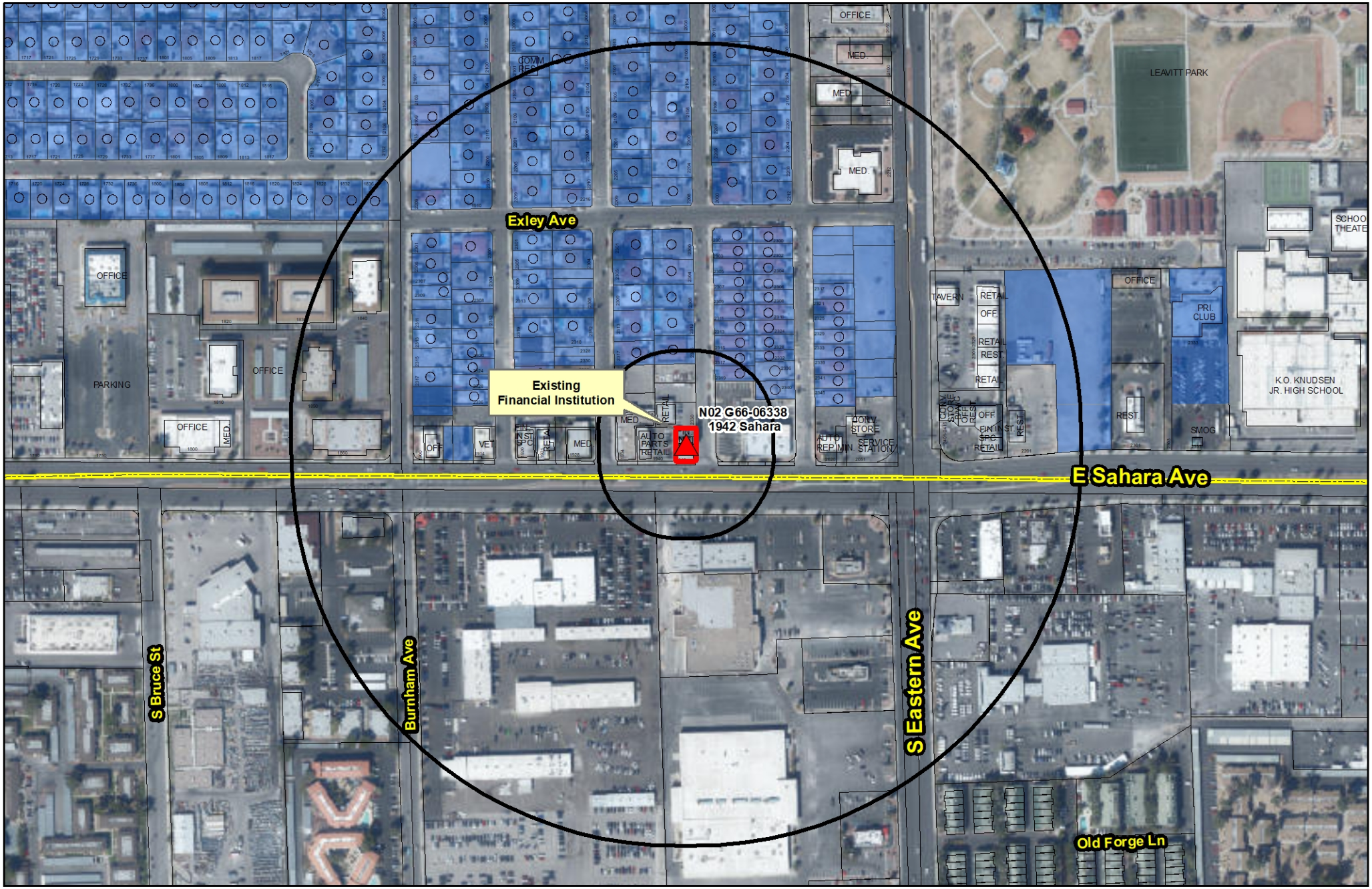
0 245 490 Feet

CASE: **SUP-78109 (PRJ-78046)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-78109 (PRJ-78109)

Financial Institution

Business Licenses

- Financial Institution, Specified
- Automobile Title Loan
- Pawnshops

Protected Uses

- Residential Property

- Subject Property
- 200ft & 1000ft Buffer

N

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

Date: Wednesday, January 29, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 18, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: QC FINANCIAL SERVICES, INC - OWNER: RIBAUDO FAMILY TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-78109	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 212 (By City Clerk)

PROTESTS 2

APPROVALS 0

**** CONDITIONS ****

SUP-78109 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Auto Title Loan 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. A Waiver from Title 19.12 is hereby approved, to allow window signage with text other than text that indicates the hours of operation and whether the business is open or closed.

4. A Waiver from Title 19.12 is hereby approved, to allow the area dedicated to the use to be 1,170 square feet.

5. A Waiver from Title 19.12 is hereby approved, to allow a 130–foot distance separation from a residentially zoned parcel.

6. 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.

7. 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.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to add an Auto Title Loan use to an existing 1,170 square foot Financial Institution, Specified use located at 1942 East Sahara Avenue, Suite A.

ISSUES

- The Auto Title Loan use is permitted in C-1 (Limited Commercial) with an approved Special Use Permit; no vehicles will be stored on-site.
- The existing establishment currently operates as a Financial Institution, Specified use.
- A Waiver is requested to allow window signage with text other than text that indicates the hours of operation and whether the business is open or closed. Staff recommends approval of the request.
- A Waiver is requested to allow the area dedicated to the use to be less than 1,500 square feet. Staff recommends approval of the request.
- A Waiver is requested to allow a 130-foot distance separation from a residentially-zoned property where 200 feet is required. Staff recommends approval of the request.

ANALYSIS

The Auto Title Loan use is defined as, “A business whose primary function is to lend money on the security of the title to a motor vehicle rather than on the security of the vehicle itself”. The applicant has ensured in their Justification Letter, that there will be no vehicle storage on-site. Therefore, the proposed use meets the definition.

The Minimum Special Use Permit Requirements for this use include:

1. The use shall comply with all applicable requirements of LVMC Title 6.

   The proposal will be subject to review by Business Licensing, and compliance and enforcement of the LVMC Title 6.

2. The building design and color scheme shall be subject to review by the Department to ensure that it will be harmonious and compatible with the surrounding area.

The proposed use is to be located in an existing, nonconforming Financial, Specified use within an existing commercial development. When staff conducted a routine site visit on 01/02/20, they observed that the commercial development would provide a harmonious and compatible location for this use.

3. No temporary signs (as described in LVMC 19.08.120(G)) such as balloons, inflated devices, searchlights, pennants, portable billboards, portable signs, streamers, trucks parked for signage purposes, or other similar devices are permitted, except that banners announcing a "grand opening" or that a business is "coming soon" may be approved administratively for a period not to exceed 30 days.
   No signs have been requested, nor will they be approved, as laid out above.

4. Window signs shall not:
   a. Cover more than 20 percent of the area of all exterior windows;
   b. Include flashing lights or neon lighting; or
   c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.

   The applicant has requested a Waiver to allow window signs to include any other text other than text that indicates the hours of operation and whether the business is open or closed.

5. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.

   The hours of operation will not extend beyond 8:00 am to 11:00 pm, per the submitted Justification Letter date stamped 01/16/20.

6. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).

   The proposed use is to be located in an existing, nonconforming Financial, Specified use within a commercial development that is 1,170 square feet. The applicant is requesting a Waiver to allow for the area dedicated to the use to be less than 1,500 square feet.

7. No auto title loan use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no auto title loan use may be located closer than 1000 feet from any other auto title loan use, auto pawn use or specified financial institution use. For purposes of this Requirement 7, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

   The applicant is requesting a Waiver to be located 130 feet from a residential use, as they are going into an existing, nonconforming Financial, Specified use within a commercial development.

The existing establishment at the subject site is a nonconforming Financial Institution, Specified. The Financial Institution, Specified and Auto Title Loan uses have the same Special Use Permit requirements and parking requirements, and the proposal will not be expanding the square footage of the existing establishment. Therefore, the proposal will not intensify the parking requirement. A Plot Plan (Z-0082-70) was approved to establish a shared parking area of 11 spaces. Later in 1971, an additional Plot Plan (Z-0055-71) was approved to add an additional 11 spaces to the shared parking area, resulting in 22 parking spaces total. The General Retail use to the north requires 15 parking spaces while the Auto Title Loan use requires 5 parking spaces.

Staff has determined that this proposal will not intensify the use of what is currently operating, and therefore, recommends approval of this Special Use Permit with Waivers.

FINDINGS (SUP-78109)

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 Auto Title Loan use will be located within an existing Financial, Specified use in the C-1 (Limited Commercial) Zone with a SC (Service Commercial). This zone and general plan designation allows for higher intensity commercial such as the proposed use.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is within an existing commercial development, and the current location of an existing Financial Institution, Specified use, that is physically suitable for the intensity of the Auto Title Loan use proposed.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The Auto Title Loan use is located along Sahara, a 127-foot Primary Arterial, as defined by the Mater Plan of Streets and Highways. This is sufficient for access to the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Auto Title Loan use will not compromise the public health, safety and welfare of the public. At this location, there is currently a Financial Institution, Specified use, and this new proposal will not expand or intensify what is already existing.

5. **The use meets all of the applicable conditions per Title 19.12.**

   This proposal meets all of the conditions per Title 19.12, except for those which Waivers are requested: to be less than 200 feet from a residential use, to allow text other than text that indicates the hours of operation and whether the business is open or closed, and for the area dedicated to the use to be less than 1,500 square feet.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
01/27/71	The Planning Commission approved a Plot Plan and Rezoning (Z-82-70) from R-2 (Medium Density Residential) to C-1 (Limited Commercial) at 1942 Sahara Avenue. This mapped the subject site with the parcel directly the north (APNs 162-02-811-116, 117) and established a shared parking area of 11 parking spaces.

Related Relevant City Actions by Planning, Fire, Bldg., etc	
09/10/71	The Planning Commission approved a Plot Plan and Rezoning (Z-82-70) from R-1 (Single Family Residential) to P-R (Professional Office). This mapped the subject site with the parcels directly the north (APNs 162-02-811-116 through 118), and established an additional 11 parking spaces, resulting in 22 shared parking spaces.
02/11/20	The Planning Commission unanimously voted to recommend APPROVAL on a request for a Special Use Permit (SUP-78109) FOR A PROPOSED 1,170 SQUARE-FOOT AUTO TITLE LOAN USE WITHIN AN EXISTING FINANCIAL INSTITUTION, SPECIFIED USE WITH WAIVERS TO ALLOW A 130-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED, TO ALLOW A 1,170 SQUARE-FOOT TENANT SPACE DEDICATED TO THE USE WHERE 1,500 SQUARE-FEET IS REQUIRED AND TO ALLOW WINDOW SIGNAGE THAT DOES NOT COMPLY WITH TITLE 19.12 STANDARDS at 1942 East Sahara, Suite A (APN 162-02-811-116), C-1 (Limited Commercial), Ward 3 (Diaz) [PRJ-78046].

Most Recent Change of Ownership	
09/24/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no relevant Building Permits or Business Licenses at this location.

Pre-Application Meeting	
12/12/19	A pre-application conference was held over the phone to discuss the submittal requirements for a Special Use Permit.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
01/02/20	During a routine field inspection, staff observed an existing tenant operating within a commercial development.

Details of Application Request	
Site Area	
Gross Acres	0.11

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Financial Institution, Specified	SC (Service Commercial)	C-1 (Limited Commercial)
North	House of Worship, Parking Lot	SC (Service Commercial)	C-1 (Limited Commercial)
South	Clark County	N/A	N/A
East	General Commercial, Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Commercial	SC (Service Commercial)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 200 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	Y
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*
Eastern Avenue	Primary Arterial	Master Plan of Streets and Highways	100	Y
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	127	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Financial Institution, Specified	1,170 SF	1:250 SF	5				
General Retail	2,552 SF	1:175	15				
TOTAL SPACES REQUIRED			20		22		Y*
Regular and Handicap Spaces Required			19	1	22	0	Y*

*The existing establishment is a Financial Institution, Specified, which has the same parking requirement as the proposed Auto Title Loan use. Therefore, the proposal will not intensify the parking requirement. The subject site was mapped with multiple actions (Z-0082-70, Z-0055-71) and multiple parcels (162-02-811-116 through 118) to establish a shared parking area of 22 spaces. The General Retail use to the north requires 15 parking spaces while the Auto Title Loan use requires 5 parking spaces.

Waivers		
Requirement	***Request***	***Staff Recommendation***
Window signs shall not include any text other than text that indicates the hours of operation and whether the business is open or closed.	To allow text other than text that indicates the hours of operation and whether the business is open or closed.	Approval
The area dedicated to the use shall have a minimum size of 1,500 square feet.	For the area dedicated to the use to be 1,160 square feet.	Approval
No auto title loan use may be located closer than 200 feet from any parcel used or zoned for residential use.	To be located eight feet from a residential use.	Approval

Las Vegas Valley Water District (LVVWD):

Comments: 162-02-811-116
This parcel is currently served by LVVWD for domestic use and does not have the backflow prevention required for this use per NAC 445A.67195. The customer should be advised, any development will require the installation of backflow prevention to bring the services into compliance with state regulations. In addition, civil improvement plans must be submitted to verify adequate domestic and fire service.

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) SPECIAL USE PERMIT

Project Address (Location) 1942 E SAHARA AVENUE, STE A

Project Name PRJ-78046 **Proposed Use** AUTO TITLE LENDER

Assessor's Parcel #(s) 162-02-811-116 **Ward #** 3-DIAZ

General Plan: Existing SC Proposed SC **Zoning:** Existing C-1 Proposed C-1

Additional Information CURRENTLY A PAYDAY LENDER, ADDING AUTO TITLE LENDING

Property Owner RIBAUDO FAMILY TRUST Contact ANTONIO CANZONA

Address PO BOX 291698 City LOS ANGELES State CA Zip 90029

E-mail antonio.canzona@yahoo.com Phone 323-447-2067

Applicant QC FINANCIAL SERVICES, INC. Contact DAWN BURY

Address 8208 MELROSE DRIVE City LENEXA State KS Zip 66214

E-mail dawn.bury@qcholdings.com Phone 913-234-5059

Representative _____ 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 Concetta Ribaudo Canzona, Trustee

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Concetta Ribaudo Canzona

Subscribed and sworn before me

This 10th day of December, 20 19

SEE ATTACHED DOCUMENT

PRJ-78046 12/11/19

Notary Public in and for said County and State

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 16th day of December, 2019,
Date *Month* *Year*
by
(1) CONCETTA CANZONA
(and (2)),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

MARINE TER-POGOSYAN
Notary Public - California
Los Angeles County
Commission # 2257424
My Comm. Expires Oct 1, 2022

Signature Marine Ter-Pogosyan
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: application/petition Form... Document Date: 12.16.2019

Number of Pages: 1 Signer(s) Other Than Named Above:

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PRJ-78046
12/17/19

728

Google Maps 1942 E Sahara Ave



Imagery ©2019 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2019 200 ft



vacinity map

1942 E Sahara Ave

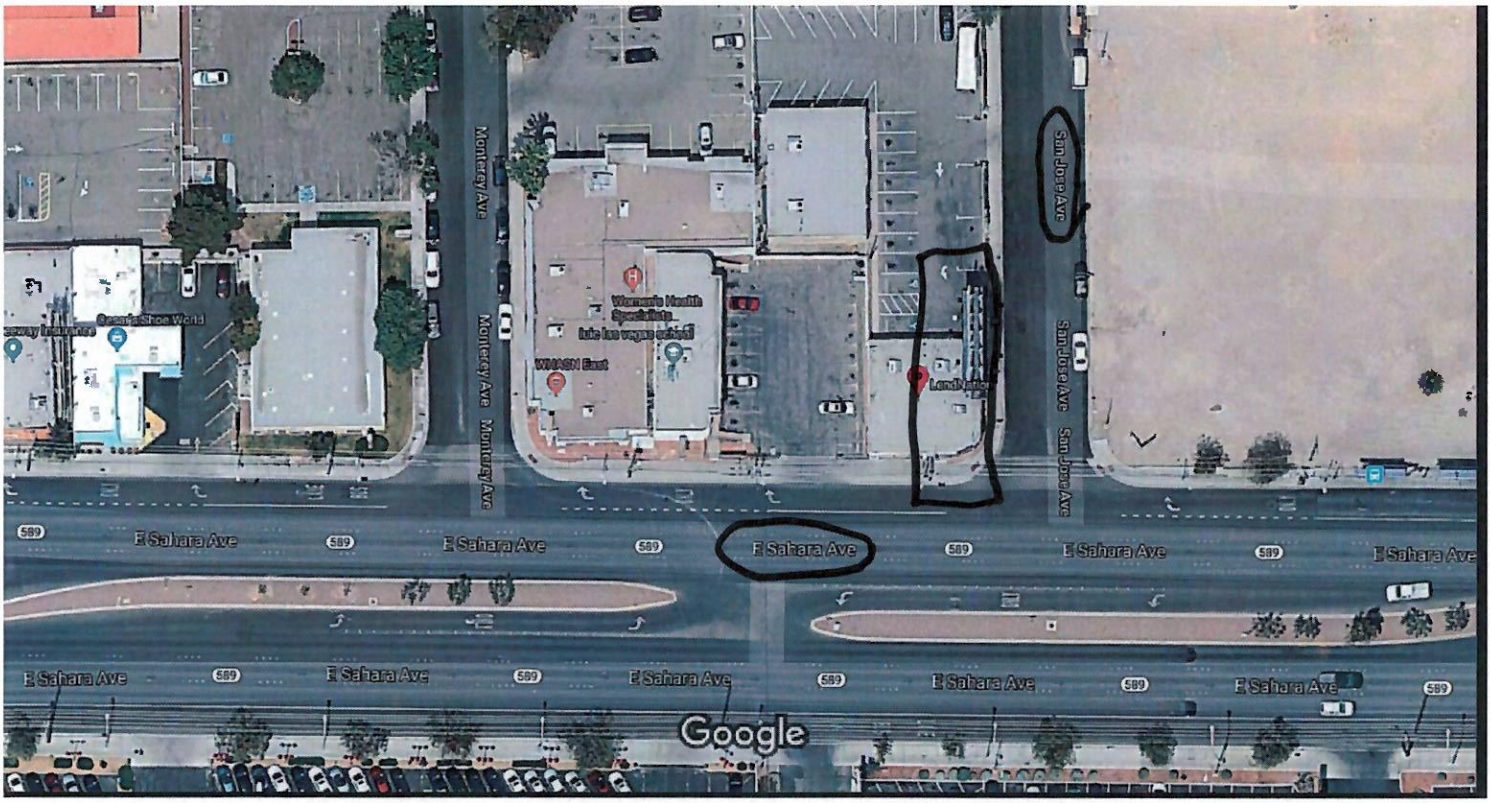
Las Vegas, NV 89104

Directions Save Nearby Send to your phone Share

Photos

PRJ-78046
12/17/19

Google Maps LendNation



Map data ©2019 , Map data ©2019 20 ft

LendNation

LendNation

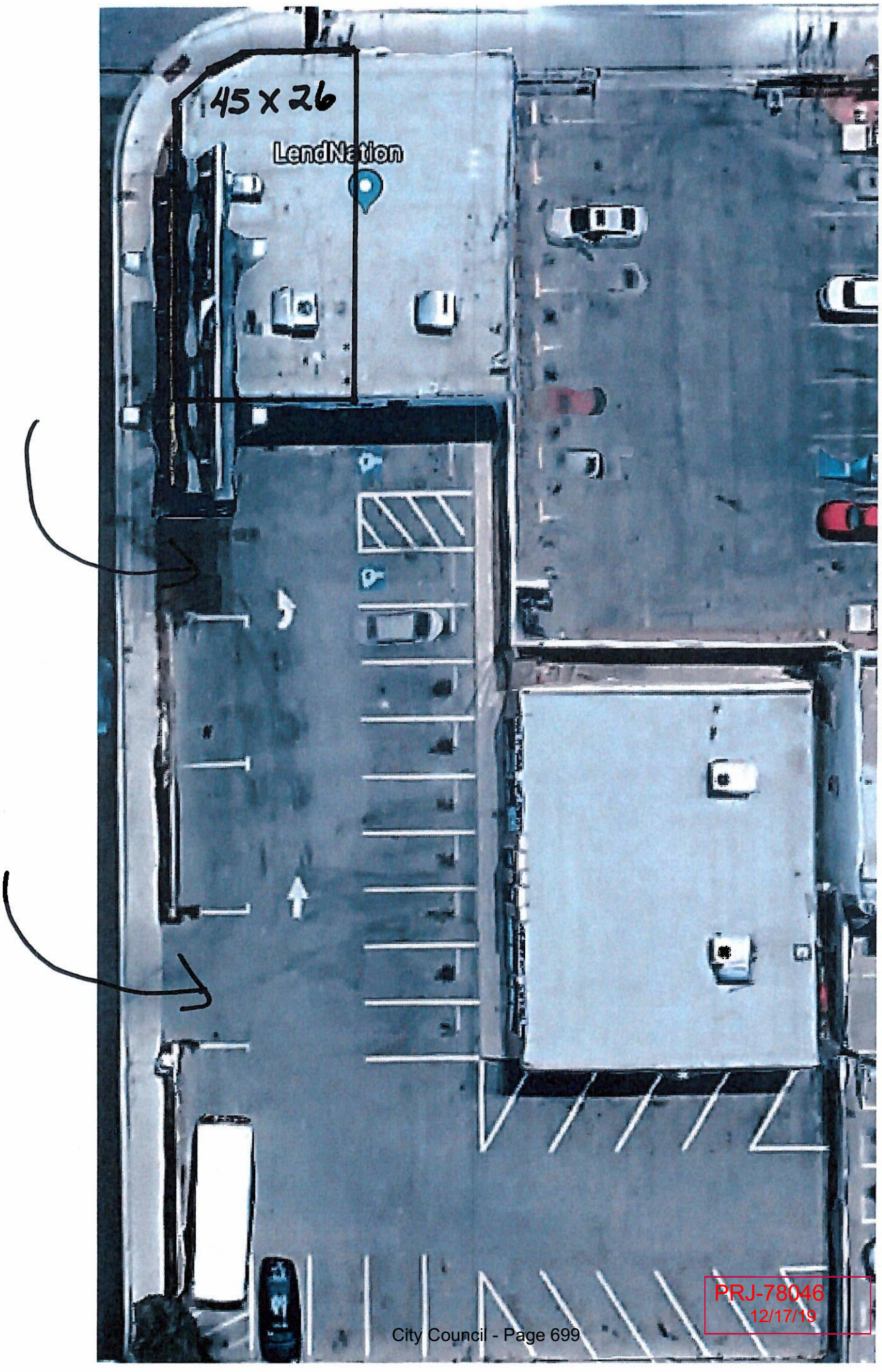
2.2 ★★ (5)

Loan agency

Directions Save Nearby Send to your phone Share

1942 E Sahara Ave Ste A, Las Vegas, NV 89104

PRJ-78046
12/17/19



PRJ-78046
12/17/19

Google Maps Las Vegas, Nevada

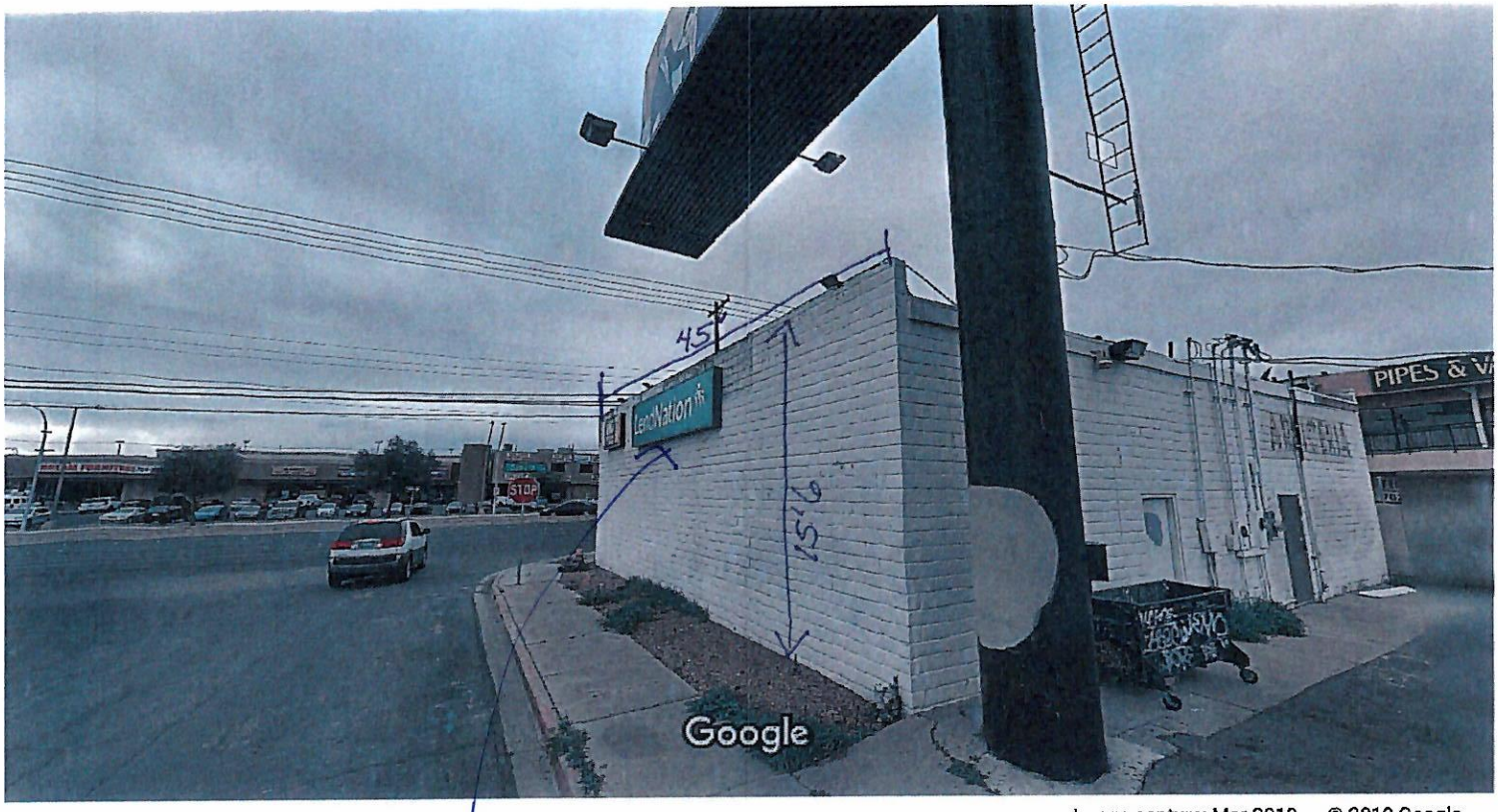
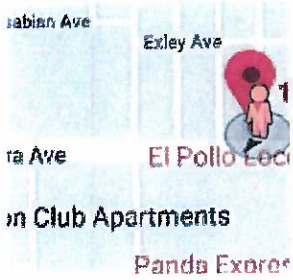


Image capture: Mar 2019 © 2019 Google

Google

Street View



Lend Nation Sign
16' X 3'3

PRJ-78046
12/17/19

City Council Page 706

Google Maps 1942 E Sahara Ave

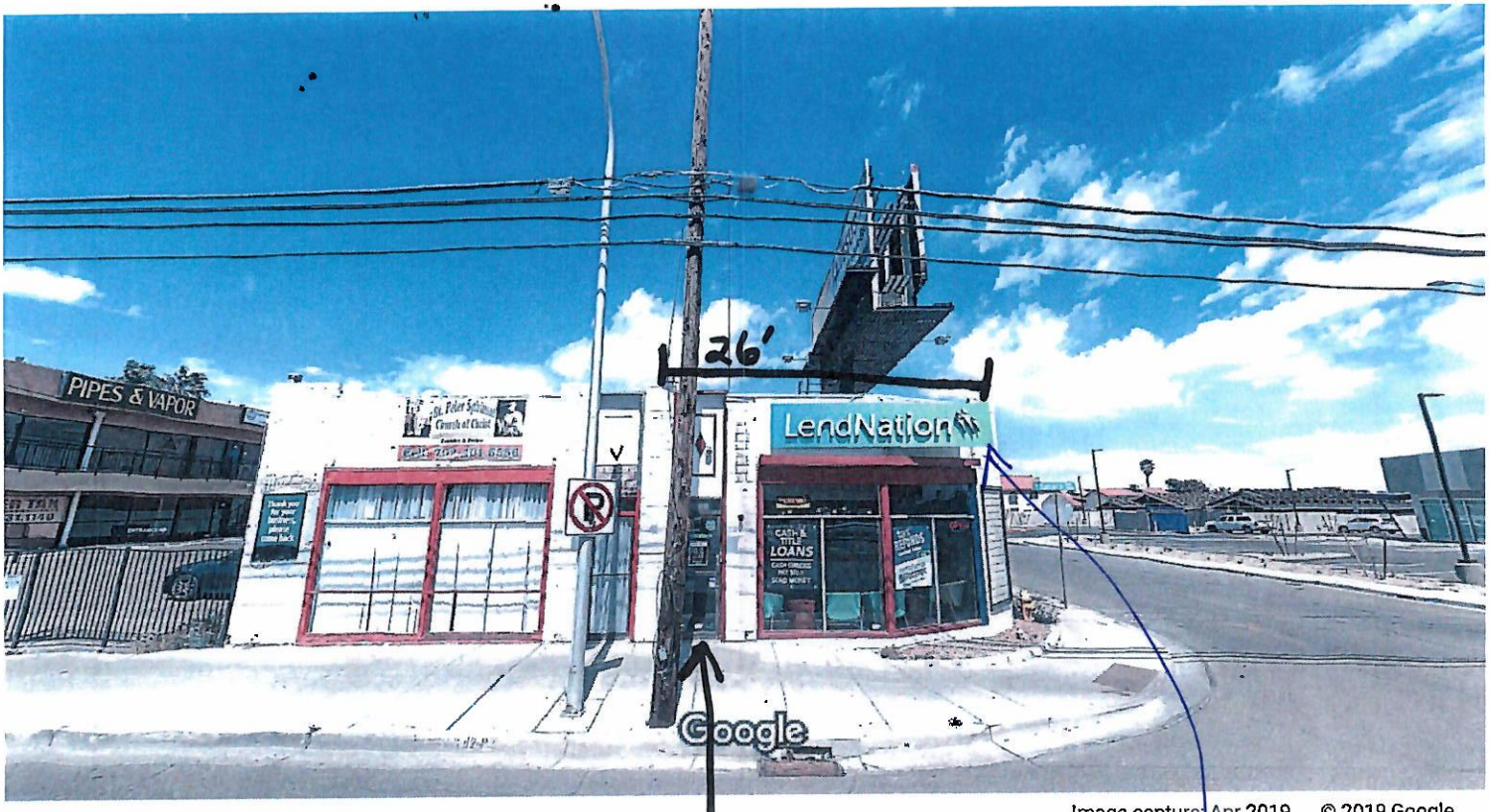


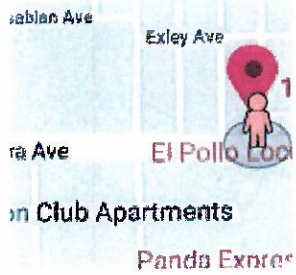
Image capture: Apr 2019 © 2019 Google

Las Vegas, Nevada

Google

Street View

entry

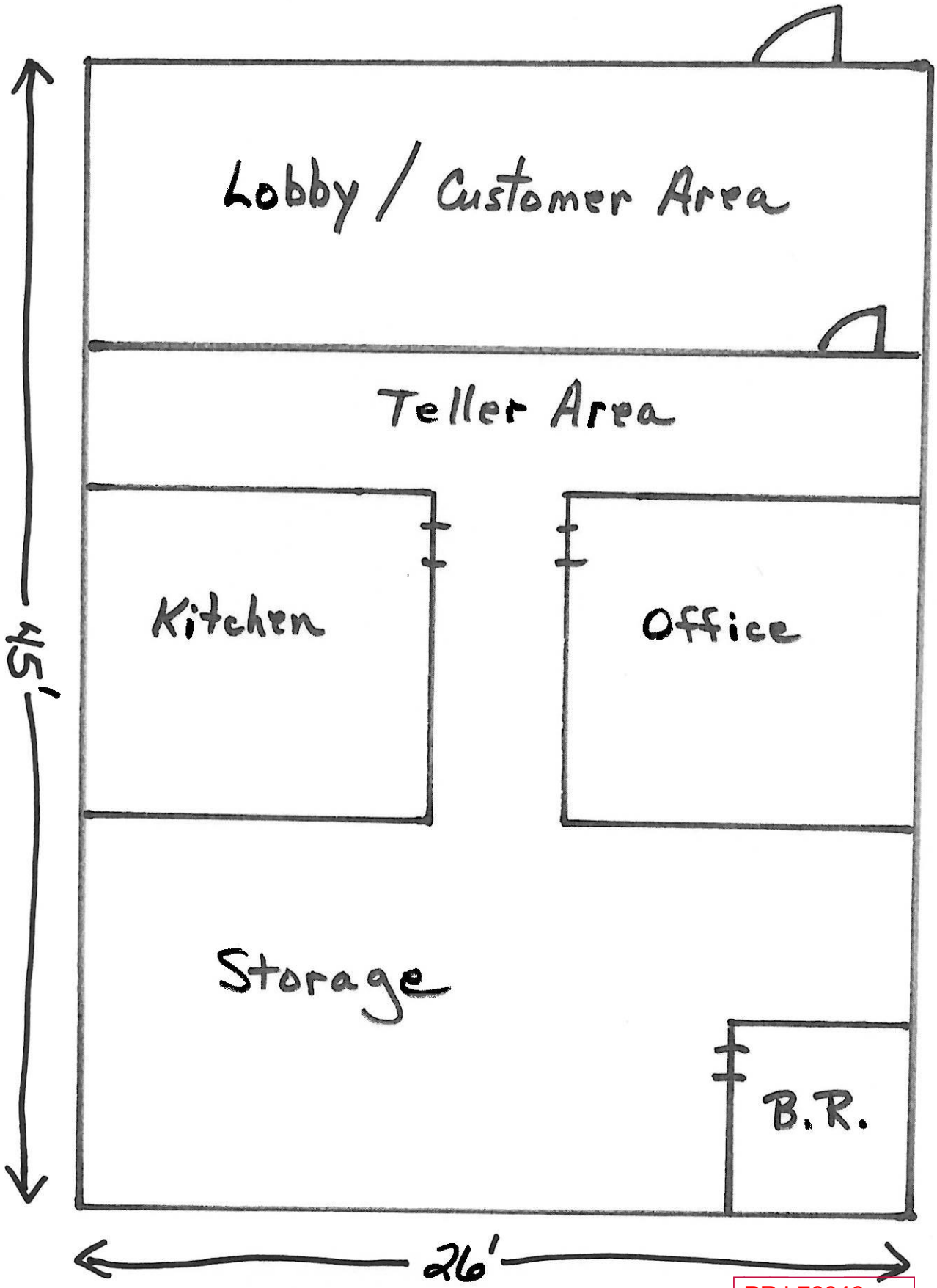


LendNation Sign
14'10 x 3'

PRJ-78046
12/17/19

728

1942 E Sahara Ave, Ste A 89104



Total SF 1170

PRJ-78046
12/17/19



SUP-78109 [PRJ-78046] - SPECIAL USE PERMIT - APPLICANT: QC FINANCIAL SERVICES, INC - OWNER: RIBAUDO FAMILY TRUST
1942 EAST SAHARA, SUITE A

01/02/2020

8208 Melrose Drive
Lenexa, KS • 66214
913-234-5000
www.qchi.com

January 16, 2020

QC Financial Services, Inc. DBA LendNation
8208 Melrose Drive
Lenexa, Kansas, 66214

Re: PRJ-78046_JF001

To Whom It May Concern;

We are requesting a Special Use Permit to add Auto Title Loans as an additional product to our 1942 E Sahara Avenue, Ste A location. There will be no vehicle storage on-site.

The permit would be for the entire square footage of this location, which is 1170.

We are requesting waivers for the following:

- Distance to residential
- To allow window signage that include any text other than text that indicates the hours of operation and whether the business is open or closed
- To allow this location to have less square footage than the required 1500 square feet

Hours of operation: Monday – Friday 9:00 am to 7:00 pm Saturday 9:00 am to 4:00pm and closed on Sunday.

We currently hold Deferred Deposit and Check Cashing licenses for this location.

There has been a great deal of requests for the Title Loan product at this location. We currently offer Auto Title Loans in 2 other Las Vegas locations, and would like to have brand consistency in all our Las Vegas market, and the opportunity to service all our client's needs.

Please feel free to contact me at 913-234-5059 if you have additional questions.

Cordially,

Dawn Bury
Compliance Manager
QC Holdings, Inc.
8208 Melrose Drive
Lenexa, Kansas, 66214

PRJ-78046
01/16/20

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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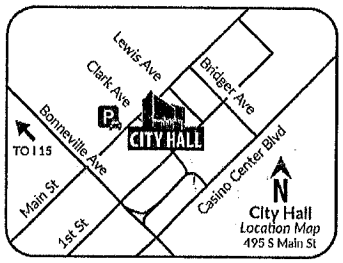

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78109 [PRJ-78046]
City Council Meeting of **03/18/2020**

PRJ-78046
16202811068
GALINDO CESAR & MARY REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS NV 89107-4107

97 ARDEMP1 89107

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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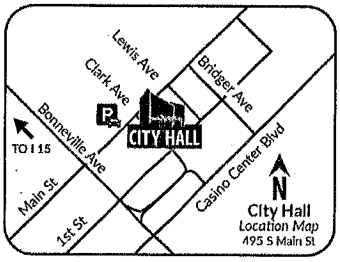

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78109 [PRJ-78046]
City Council Meeting of **03/18/2020**

PRJ-78046
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GALINDO CESAR & MARY REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS NV 89107-4107

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City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

LAS VEGAS
NV 890
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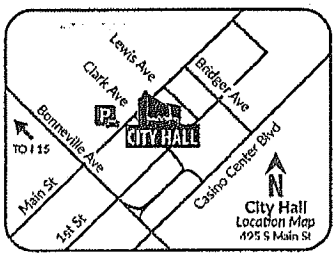

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78109 [PRJ-78046]
City Council Meeting of **03/18/2020**

Case: SUP-78109
Mr. Antonio Canzona
Ribaudo Family Trust
P.O. Box 291698
Los Angeles, CA 90029

90025-95959

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

LAS VEGAS
NV 890
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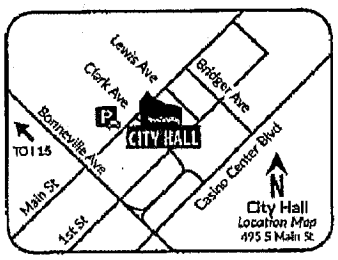

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2020 MAR -9 P 3:5

Case: SUP-78109
Mr. Antonio Canzona
Ribaudo Family Trust
P.O. Box 291698
Los Angeles, CA 90029

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.

[redacted] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-78109 [PRJ-78046]
City Council Meeting of **03/18/2020**

90029-[illegible]

Duplicate not counted

From:	Stacey Campbell
To:	Ydo Yturralde; Peter Lowenstein; Robert Summerfield; LuAnn D. Holmes; City Clerk, Deputies
Cc:	Anastacio Del Real; Olivia Diaz
Subject:	Re: Abey Items 63 and 64
Date:	Tuesday, March 17, 2020 8:51:19 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png

We will add them to Notes New as requested by the Councilwoman, thanks.

Get Outlook for Android

From: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Sent: Tuesday, March 17, 2020 8:47:50 PM
To: Peter Lowenstein <plowenstein@LasVegasNevada.GOV>; Robert Summerfield <rsummerfield@LasVegasNevada.GOV>; LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>; Stacey Campbell <slcampbell@LasVegasNevada.GOV>
Cc: Anastacio Del Real <adelreal@LasVegasNevada.GOV>; Olivia Diaz <odiaz@lasvegasnevada.gov>
Subject: Abey Items 63 and 64

Hello,
We will likely abey items 63 and 64 for two weeks. I was able to reach the applicant for Item 64 and he understood. I left a message for the applicant of Item 63. I will be available on cell, if needed.

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

Submitted after final agenda

Date 3/17/20 Item 63

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78109 [PRJ-78046]
City Council Meeting of **03/18/2020**

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PRJ-78046
16212101008
ZHANG FAMILY TRUST
ZHANG MENG LIN TRS
2485 ROANOKE RD
SAN MARINO CA 91108

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2020 MAR 16 A 7:28

Submitted after final agenda
63

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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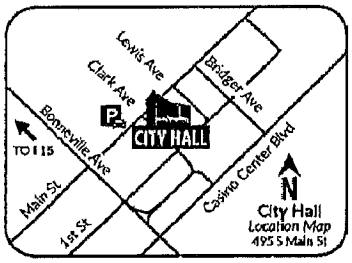
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

I SUPPORT this Request

I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78109 [PRJ-78046]

City Council Meeting of **03/18/2020**

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PAID
Las Vegas, NV
Permit No. 1630

2020 MAR 10 A 7:34

RECEIVED
CITY CLERK

PRJ-78046
16202811116
RIBAUDO FAMILY TRUST
CANZONA CONCETTA RIBAUDO TRS
C/O C CANZONA
PO BOX 291698
LOS ANGELES CA 90029

32 ARDFNP1 90029

Submitted after final agenda

63

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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CITY CLERK

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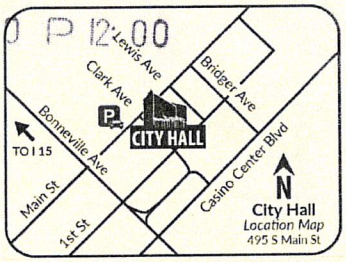
2020 MAR 10 P 12:00



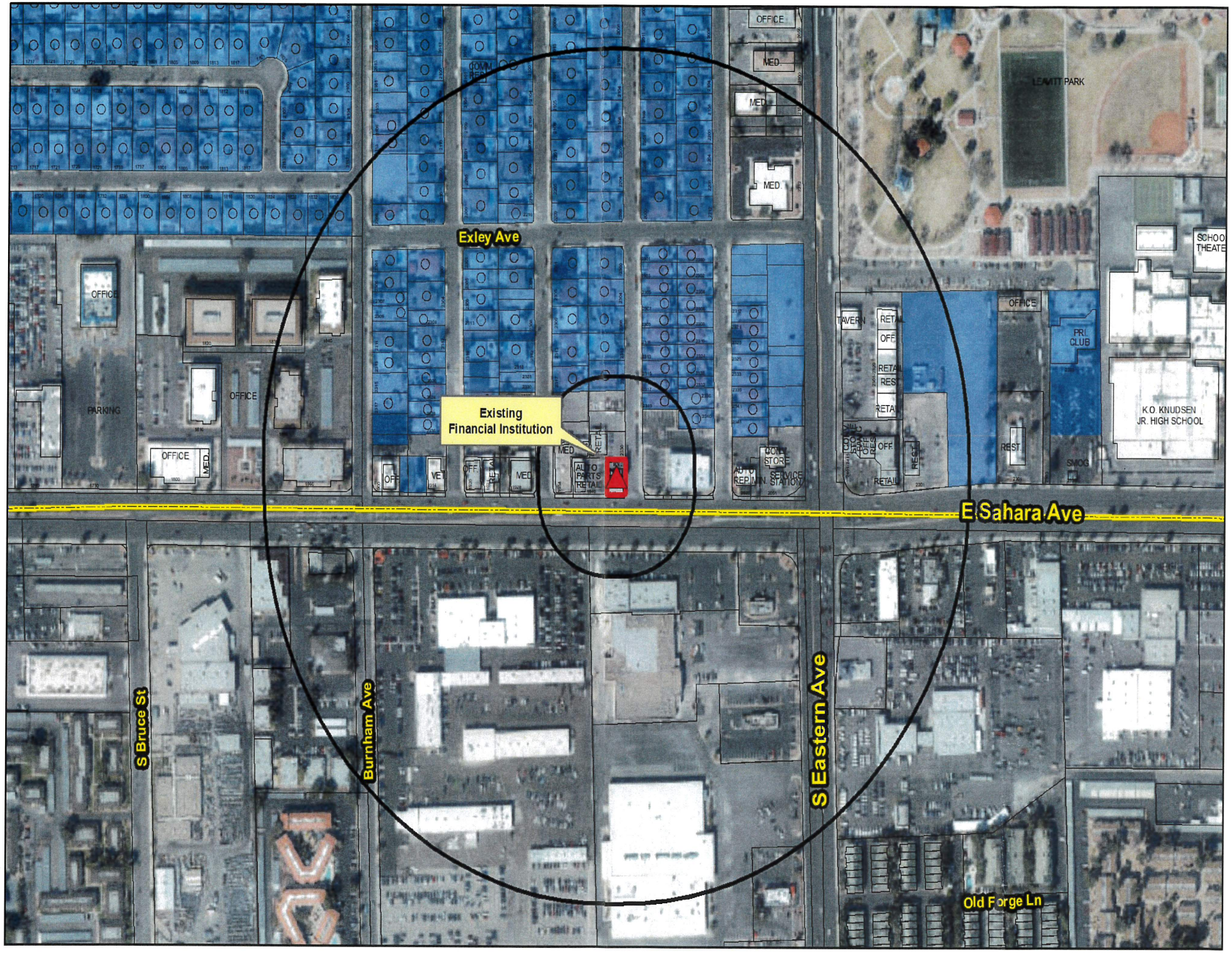
If you wish to file your protest or support on this request, che
box below and return this card in an envelope with postage to
City Clerk at the address listed above or fax this side of this
4803. If you would like to contact your Council Represer
(702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your
SUP-78109 [PRJ-78046]
City Council Meeting of **03/18/2020**

93 ARDFNP

Submitted after final agenda
63



SUP-78109 (PRJ-78109)

Financial Institution

Business Licenses

- Financial Institution, Specified
- Automobile Title Loan
- Pawnshops

Protected Uses

- Residential Property

- Subject Property
- 200ft & 1000ft Buffer

N

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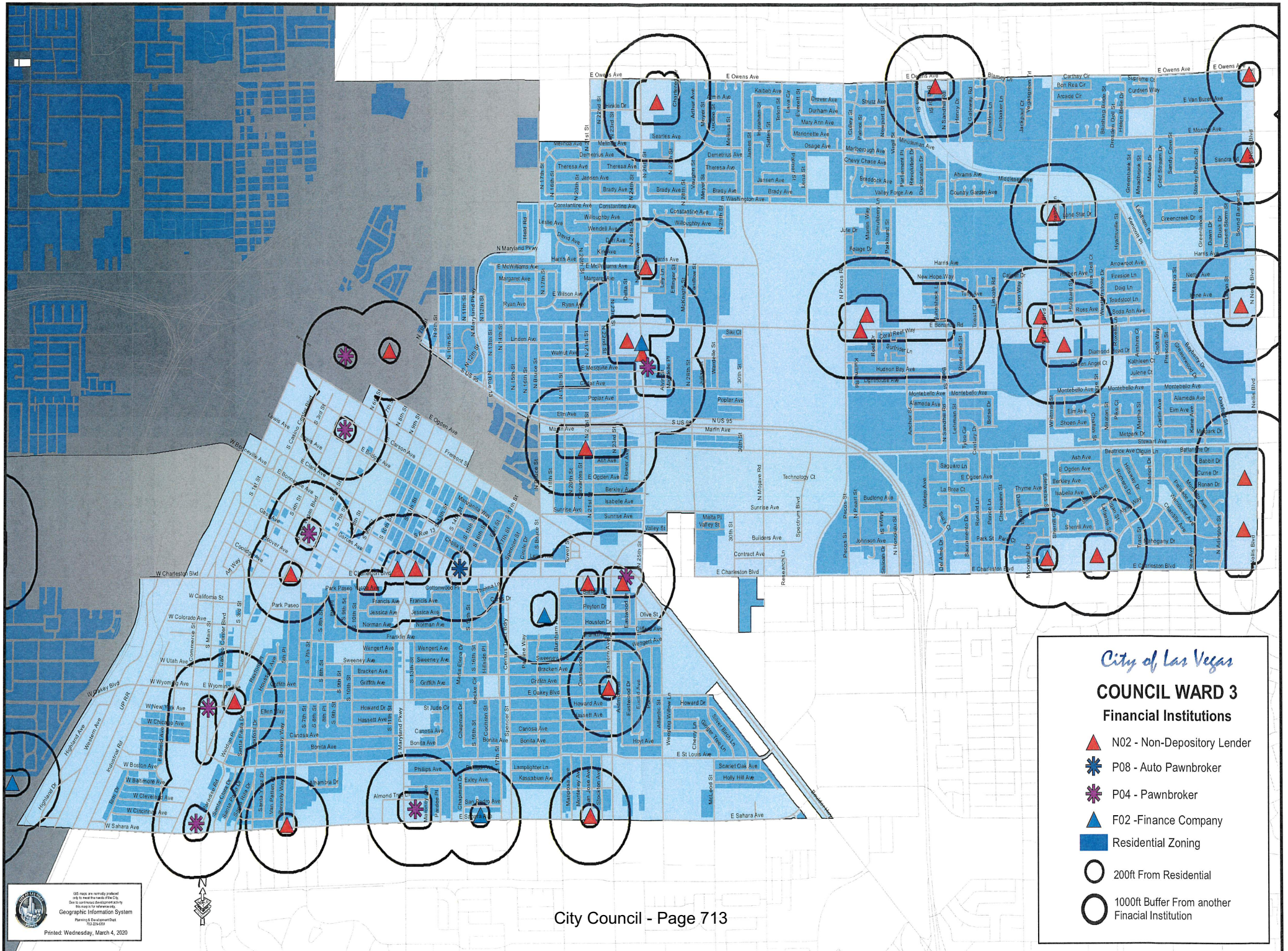
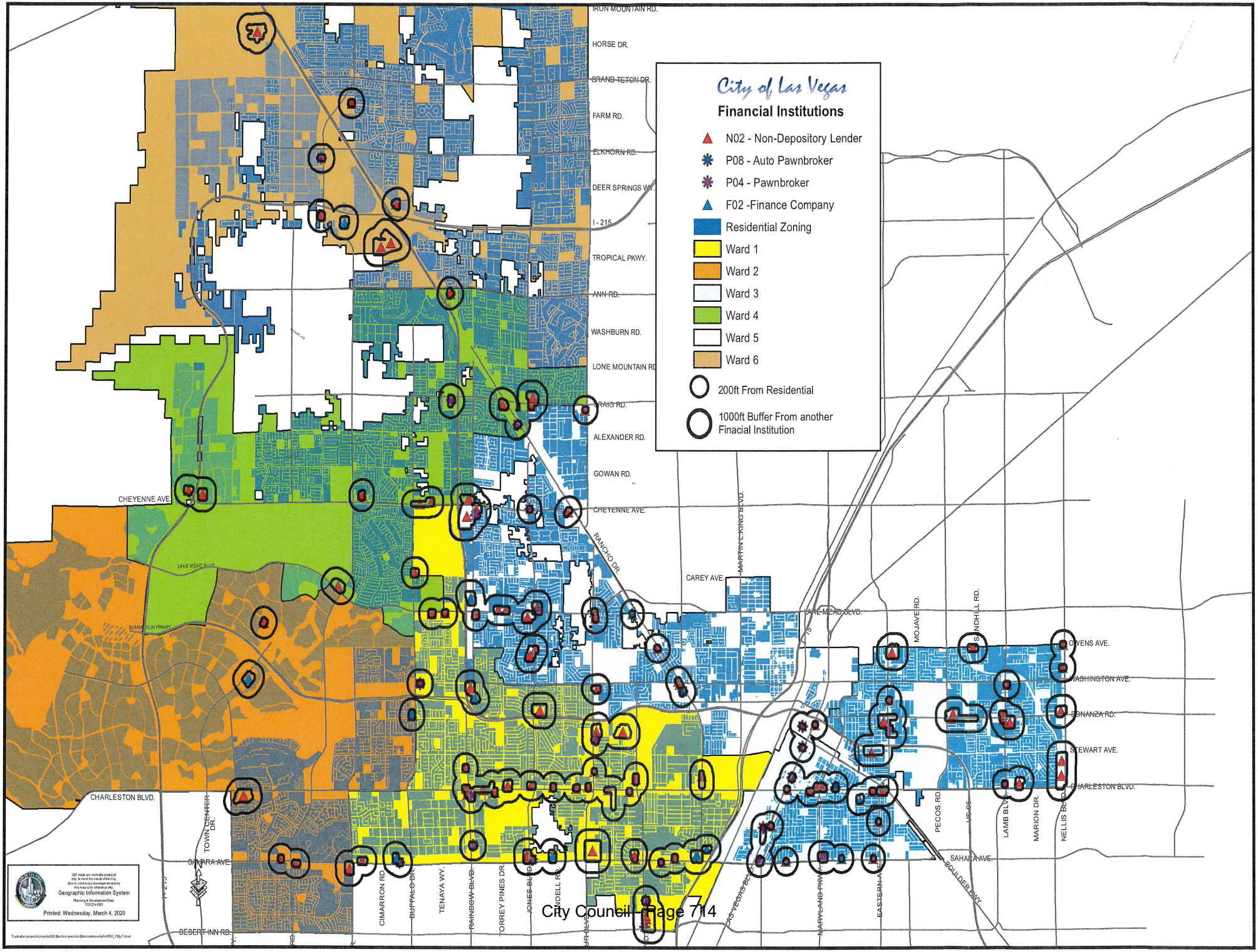
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, April 1, 2020

Submitted at City Council
Date 4/1/2020 Item 45
by Staff


City of Las Vegas
COUNCIL WARD 3
Financial Institutions
N02 - Non-Depository Lender
P08 - Auto Pawnbroker
P04 - Pawnbroker
F02 -Finance Company
Residential Zoning
200ft From Residential
1000ft Buffer From another Finacial Institution
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301
Printed: Wednesday, March 4, 2020


City of Las Vegas
Financial Institutions
N02 - Non-Depository Lender
P08 - Auto Pawnbroker
P04 - Pawnbroker
F02 -Finance Company
Residential Zoning
Ward 1
Ward 2
Ward 3
Ward 4
Ward 5
Ward 6
200ft From Residential
1000ft Buffer From another Finacial Institution
IRON MOUNTAIN RD.
HORSE DR.
GRAND TETON DR.
FARM RD.
ELKHORN RD.
DEER SPRINGS WY.
I - 215
TROPICAL PKWY.
ANN RD.
WASHBURN RD.
LONE MOUNTAIN RD.
CRAIG RD.
ALEXANDER RD.
GOWAN RD.
CHEYENNE AVE.
LAKE MEAD BLVD.
SUMMERLIN PKWY.
CHARLESTON BLVD.
TOWN CENTER DR.
SAHARA AVE.
DESERT INN RD.
CIMARRON RD.
BUFFALO DR.
TENAYA WY.
RAINBOW BLVD.
TORREY PINES DR.
JONES BLVD.
DURANGO DR.
RANCHO DR.
MARTIN L KING BLVD.
CAREY AVE.
LAKE MEAD BLVD.
MOJAVE RD.
SANDHILL RD.
OWENS AVE.
WASHINGTON AVE.
BONANZA RD.
STEWART AVE.
CHARLESTON BLVD.
PECOS RD.
US-95
LAMB BLVD.
MARION DR.
NELLIS BLVD.
SAHARA AVE.
BOULDER HWY.
EASTERN AVE.
MARYLAND PKWY.
LAS VEGAS BLVD.
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Geographic Information System
Planning & Development Dept.
702-229-6301
Printed: Wednesday, March 4, 2020

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:01 am
Browser:	Mobile Safari 13.0.5 / iOS
IP Address:	71.222.81.72
Unique ID:	595420219
Location:	36.111301422119, -115.27909851074

First Name	Erica
Last Name	Martinez
Agenda Item Number	45
Choose One	Protest
Council Comment	These businesses are considered predatory. They are detrimental to the surrounding neighborhoods. They are considered as neighborhood decline indicators. The service is already provided in the neighborhood. Thank you.

Submitted at City Council
Date 4/1/20 Item 45
E Comments

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:06 am
Browser:	Firefox 74.0 / Windows
IP Address:	98.181.224.248
Unique ID:	595422221
Location:	37.750999450684, -97.821998596191

First Name	Lee
Last Name	Yarbrough
Agenda Item Number	45
Choose One	Support
Council Comment	This is just an additional service within an existing financial institution. I don't see that this could damage the adjoining neighborhood. It should be approved.

Form Name:	City Council Live
Submission Time:	April 1, 2020 9:57 am
Browser:	Chrome Mobile 80.0.3987.149 / Android
IP Address:	107.77.229.191
Unique ID:	595418423
Location:	34.231300354004, -118.14859771729

First Name	Daniel
Last Name	Fulkerson
Agenda Item Number	45
Choose One	Protest
Council Comment	We don't need another lemon lot in the area which is what comes after the loans.

Form Name:	City Council Live
Submission Time:	April 1, 2020 9:55 am
Browser:	Mobile Safari / iOS
IP Address:	71.222.15.37
Unique ID:	595417601
Location:	36.076801300049, -115.08910369873

First Name	Heidi
Last Name	Swank
Agenda Item Number	45
Choose One	Protest
Council Comment	We already have too many title and payday lenders in this area. We do not want anymore of these folks who are just here to take advantage of people.

Form Name:	City Council Live
Submission Time:	April 1, 2020 9:44 am
Browser:	Safari 13.0.5 / OS X
IP Address:	70.173.160.207
Unique ID:	595413142
Location:	36.144298553467, -115.18299865723

First Name	Mark
Last Name	Kaufman
Agenda Item Number	45
Choose One	Support

[SUSPICIOUS MESSAGE] Agenda item 45

Kathleen Kahr <kattkahr@gmail.com>

Wed 4/1/2020 4:33 PM

To: City Council Live <citycouncillive@lasvegasnevada.gov>

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.

Kathleen Kahr 1208 Norman Avenue
I am opposed to agenda item number 45 to add an auto title loan business. These businesses are considered predatory. They are detrimental to the surrounding neighborhoods. They are considered as neighborhood decline indicators. The service is already provided in the neighborhood. Thank you.

Opposition to SUP-78109

#45

Fawn Douglas <lvartfawn@gmail.com>

Wed 4/1/2020 3:55 PM

To: City Council Live <citycouncillive@lasvegasnevada.gov>; Ydo Yturralde <yyturralde@LasVegasNevada.GOV>

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SUP-78109

We oppose the approval of SUP-78109, "Special Use Permit" for the Ribaudo Family Trust to sell auto title loans at a 130-foot distance separation from residential use, where 200 feet is required. We live within several hundred feet of the Lend Nation near the corner of Eastern Ave. and Sahara Ave. and we have been greatly concerned about the increasing number of "quick loan" establishments going up in our neighborhood. In addition to this "Lend Nation," there is a "Title Max" and "Dollar Loan Center" all within several hundred feet of this major intersection. While we understand this "Lend Nation" store is already open, we oppose any further expansion of these quick loan activities so close to our residence. We would prefer a banking enterprise at this intersection but are not able to afford to build one there ourselves. Thank you.

Thank you,

Fawn Douglas
Dr. A.B. (Aaron) Wilkinson
Sol Martinez

Residents of
Monterey Ave.
Las Vegas, NV 89104

725-400-3154

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:12 am
Browser:	Chrome 80.0.3987.149 / Windows 8.1
IP Address:	71.222.27.126
Unique ID:	595424540
Location:	36.174999237061, -115.13719940186

Came in later after Public Comments were closed.

First Name	Sarah
Last Name	Smith
Agenda Item Number	45
Choose One	Protest
Council Comment	We do not need more predatory lenders in the area. We have enough as it is. Please do not allow this to go through.

Submitted at City Council
Date 4/1/2020 Item 45
E Comments
Not Read

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:14 am
Browser:	Chrome 49.0.2623.112 / OS X 10.8 Mountain Lion
IP Address:	174.72.254.73
Unique ID:	595425452
Location:	36.144500732422, -115.22570037842

First Name	Steven
Last Name	Franklin
Agenda Item Number	45
Choose One	Protest
Council Comment	This area already has a proliferation of predatory lenders. WE have enough

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:18 am
Browser:	Chrome 80.0.3987.149 / OS X
IP Address:	98.181.186.218
Unique ID:	595427189
Location:	37.750999450684, -97.821998596191

First Name	Dayvid
Last Name	Figler
Agenda Item Number	45
Choose One	Protest
Council Comment	Insufficient controls by the City to keep this type of business as a good actor in the community. The fees are exorbitant and prey on desperation in these hard times.

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:20 am
Browser:	Chrome Mobile 79.0.3945.116 / Android
IP Address:	172.58.75.183
Unique ID:	595427964
Location:	36.120098114014, -115.08769989014

First Name	Stephen
Last Name	Smith
Agenda Item Number	45
Choose One	Protest

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:46 am
Browser:	Chrome Mobile 80.0.3987.132 / Android
IP Address:	172.58.75.35
Unique ID:	595438574
Location:	36.120098114014, -115.08769989014

First Name	Courtney
Last Name	Thomas
Agenda Item Number	45
Choose One	Protest

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:55 am
Browser:	Chrome Mobile 80.0.3987.149 / Android
IP Address:	174.237.8.194
Unique ID:	595442261
Location:	31.758699417114, -106.48690032959

First Name	Peter
Last Name	Frigeri
Agenda Item Number	45
Choose One	Protest

Form Name:	City Council Live
Submission Time:	April 1, 2020 11:04 am
Browser:	Mobile Safari / iOS
IP Address:	174.72.212.86
Unique ID:	595445662
Location:	36.174999237061, -115.13719940186

First Name	Carla
Last Name	Bivins
Agenda Item Number	45
Choose One	Protest

Form Name:	City Council Live
Submission Time:	April 1, 2020 11:05 am
Browser:	Chrome 80.0.3987.162 / Windows
IP Address:	70.173.8.8
Unique ID:	595446365
Location:	36.221199035645, -115.16850280762

First Name	Sherry
Last Name	Schmitt
Agenda Item Number	45
Choose One	Protest

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
ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

RECEIVED
FEB 6 2020
Dept of Planning
City of Las Vegas

CASE: **SUP-78109 [PRJ-78046] - SPECIAL USE PERMIT**

SUBJECT: APPLICANT: QC FINANCIAL SERVICES, INC - OWNER: RIBAUDO FAMILY TRUST

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***FEBRUARY 11, 2020*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MONDAY, FEBRUARY 10, 2020.***

Dawn Bury
Signature

2/5/2020
Date

Dawn Bury
Please Print Name

QC Financial Services, Inc.
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda

Item #12

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

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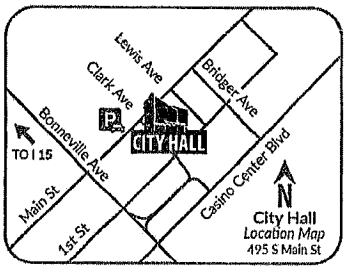
Official Notice of Public Hearing



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FEB 0 [illegible]
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78109 [PRJ-78046]
Planning Commission Meeting of **2/11/2020**

PRJ-78046
16202811068
GALINDO CESAR & MARY REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS NV 89107-4107

97 LRDFMP1 89107

Submitted after final agenda 12P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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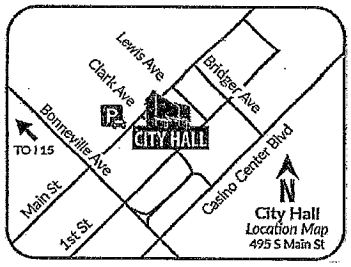
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
FEB 06 2020
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78109 [PRJ-78046]

Planning Commission Meeting of **2/11/2020**

PRJ-78046
16202811069
GALINDO CESAR & MARY REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS NV 89107-4107

97 LRDFNP1 89107

Submitted after final agenda

12P

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
46

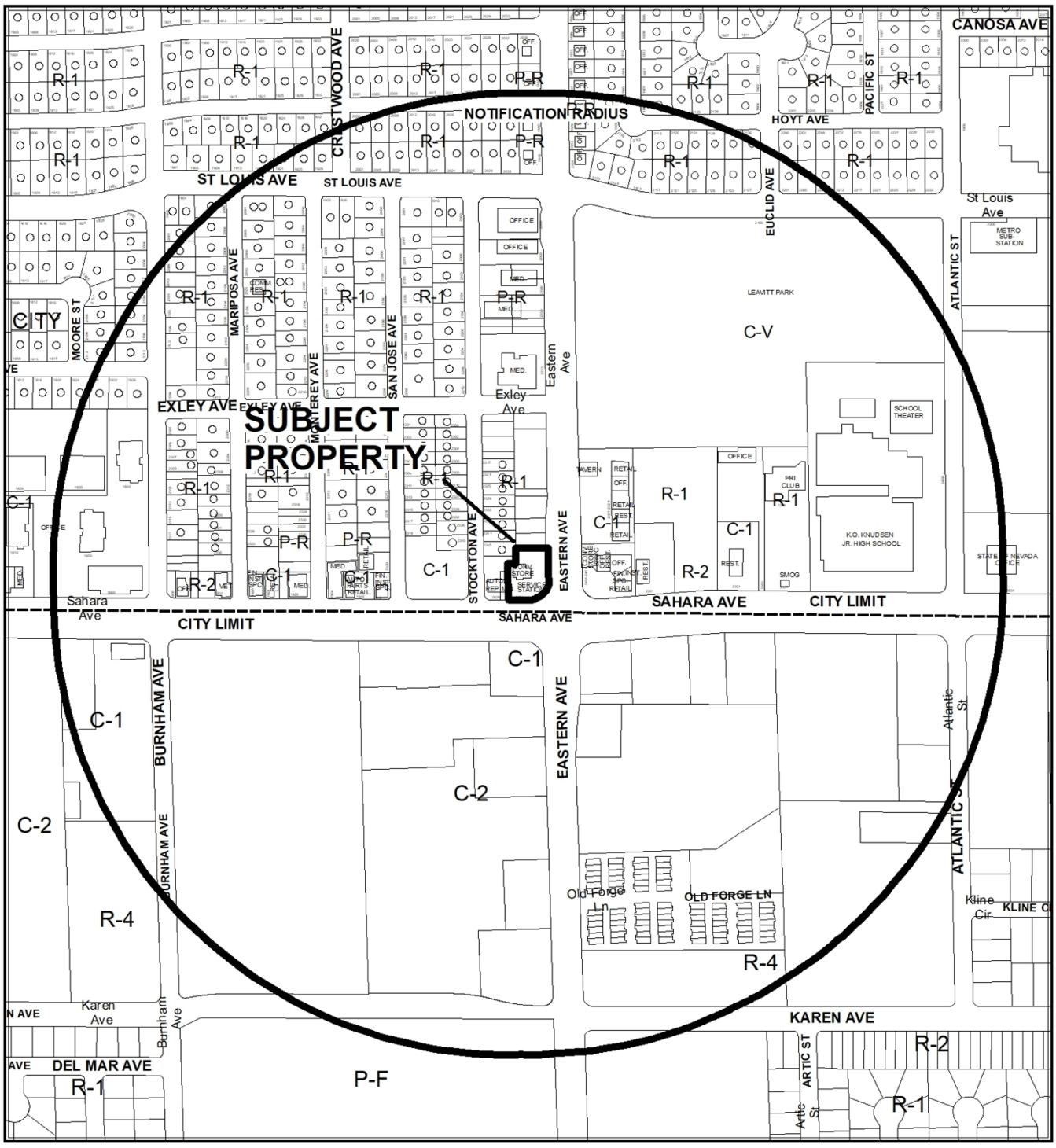
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-78144 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: GAS STATION LOT, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 2,450 SQUARE-FOOT BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE WITH A WAIVER TO ALLOW A 343-FOOT DISTANCE SEPARATION FROM A CITY PARK WHERE 400 FEET IS REQUIRED at 2051 East Sahara Avenue (APN 162-02-811-209), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-78126]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	1
City Council Meeting	2	City Council Meeting	1

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

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. Protest Postcards
8. Backup Submitted from the March 18, 2020 City Council Meeting
9. Submitted at Meeting - Ward 3 Maps of Business License and Protected Uses and Liquor Uses Submitted by Staff and E-comments Read and Not Read Submitted by City Clerk
10. Backup Submitted for the February 11, 2020 Planning Commission Meeting



0 375 750 Feet

CASE: **SUP-78144 (PRJ-78126)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **SUP-78144 (PRJ-78126)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-78144 (PRJ-78126)

Beer/Wine/Cooler Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Restaurant With Alcohol/ Restaurant Service Bar
- Package Liquor Off-Sale
- Urban Lounge
- Tavern - Limited
- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

Liquor Entitlements

- APPROVED
- SCHEDULED

- Subject Property
- 400 foot buffer

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, December 26, 2019

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 18, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: GAS STATION LOT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-78144	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 541 (By City Clerk)

PROTESTS 1

APPROVALS 1

CS

**** CONDITIONS ****

SUP-78144 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler Off-Sale Establishment use.

2. All signage shall be permitted and meet minimum code requirements within 30 days of final approval.

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. 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.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to allow a Beer/Wine/Cooler Off-Sale Establishment use within a proposed convenience store at 2051 East Sahara Avenue.

ISSUES

- A Beer/Wine/Cooler Off-Sale Establishment use is allowed in the C-1 (Limited Commercial) zoning district with the approval of the Special Use Permit.

ANALYSIS

A Beer/Wine/Cooler Off-Sale Establishment use is defined by Title 19.12 as "an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where business is conducted, and is operated in connection with a grocery store, drugstore, convenience store, restaurant or general retail store."

This use requires approval of a Special Use Permit within a C-1 (Limited Commercial) zoning district in Title 19. The Minimum Special Use Permit Regulations for this use include:

*1. Except as otherwise provided, no beer/wine/cooler off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church/house of worship, school, individual care center licensed for more than 12 children, or City park.

This requirement is not met as a Waiver is requested to allow a 343-foot distance separation from a City Park where 400 feet is required.

* 2. Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:

A. Any leasehold parcel; or
B. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.

The proposed use meets this requirement since this is the measurement method used in determining compliance with Requirement Number One.

* 3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:
   A. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or
   B. In the case of a proposed establishment which will be located within a shopping center or other multiple tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

This requirement is not applicable, as the subject site is located on a 0.47-acre parcel.

4. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

This requirement is met as the Planning Commission will consider the distance policy in their recommendation regarding the requested waiver.

5. The minimum distance requirements in Requirement 1 do not apply to:
   A. An establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or

   B. A proposed establishment having more than 50,000 square feet of retail floor space.

Neither condition applies to the proposed use; as the subject site does not have a non-restricted gaming license, nor does it have 50,000 square-feet in retail floor area.

* 6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

If approved, the proposed use will be subject to all business licensing requirements outlined in LVMC Chapter 6.50.

7. The minimum distance requirements set forth in Requirement 1, which are otherwise non-waivable under the provisions of LVMC 19.12.050(C), may be waived:
   A. In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;
   B. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS- TC (Main Street Mixed Use) in the Town Center Land Use Plan;
   C. In connection with a proposed establishment having between 20,000 square feet and 50,000 square feet of retail floor space, if no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages; or
   D. In connection with a retail establishment having less than 20,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or a right of way with a width of at least 100 feet.

This requirement is met as (D) applies to the subject property. The retail establishment is less than 20,000 square feet and it is separated by a 100-foot right of way.

8. No beer/wine/cooler off-sale establishment shall be permitted on or adjacent to the Pedestrian Mall, as defined in LVMC Chapter 11.68.

This requirement does not apply, as the subject site is not located adjacent to an existing Pedestrian Mall, as defined in LVMC Chapter 11.68.

The Las Vegas Valley Water District commented the following, "This parcel is currently served by LVVWD for domestic use and does not have the backflow prevention required for this use per NAC 445A.67195. The customer should be advised, any development will require the installation of backflow prevention to bring the services into compliance with state regulations. In addition, civil improvement plans must be submitted to verify adequate domestic and fire service."

While the applicant has requested a distance separation Waiver from a City Park, Staff finds the subject site to be suitable and the uses to be compatible with the existing surrounding uses, and therefore recommends approval.

FINDINGS (SUP-78144)

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 use is compatible with the other general retail and commercial uses in the surrounding area.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject commercial development is physically suitable for a Beer/Wine/Cooler Off-Sale Establishment use. No additional parking is required beyond the existing general retail (proposed convenience store) 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.**

   The subject site can be accessed from Sahara Avenue, a 140-foot Primary Arterial as defined by the Master Plan of Streets and Highways, is adequate in size to serve 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.**

   The proposed use will be subject to business license review and periodic inspection, thereby safeguarding the public health, safety and general welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The applicant has requested a 343-foot distance separation from a City Park where 400 feet is required. Staff supports the request.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
02/19/64	The City Council approved the request to Rezone (Z-0005-64) the subject parcel from the R-2 (Two Family Residence) zoning district to the C-2 (General Commercial) zoning district.
12/03/79	The City Planning Commission approved a Plot Plan Review (Z-0005-64) to allow an auto service center on property generally located at the northwest corner of Eastern Avenue and Sahara Avenue.
08/15/12	The City Council approved Site Development Plan Review request (SDR-45542) to allow a proposed 2,450 square-foot convenience store on 0.47 acres at 2051 East Sahara Avenue. The Planning Commission and Staff recommended approval.
	The City Council approved Special Use Permit request (SUP-45540) to allow a proposed 2,450 square-foot Beer/Wine/Cooler Off-Sale Establishment use with a waiver to allow a 343-foot distance separation from a park where 400 feet is required at 2051 East Sahara Avenue. The Planning Commission and Staff recommended approval.
02/11/20	The Planning Commission unanimously voted to recommend APPROVAL on a request for a Special Use Permit (SUP-78144) FOR A PROPOSED 2,450 SQUARE-FOOT BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE WITH A WAIVER TO ALLOW A 343-FOOT DISTANCE SEPARATION FROM A CITY PARK WHERE 400 FEET IS REQUIRED at 2051 East Sahara Avenue (APN 162-02-811-209), C-1 (Limited Commercial) Zone, Ward 3 (Diaz) [PRJ-78126].

Most Recent Change of Ownership	
03/07/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/02/91	A building permit (91-127648) was issued for the remodel of an existing Service Station at 2051 East Sahara Avenue. This permit was completed on 02/26/92.
06/01/15	Business License (#G63-03911) was issued to allow a Gas Sales and Automotive Garage Sales use at 2051 East Sahara Avenue. The license remains active.
07/15/15	Business License (#G63-04854) was issued to allow a Minor Automotive Services use at 2051 East Sahara Avenue. The license remains active.

Pre-Application Meeting	
12/23/19	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Special Use Permit.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
01/02/19	Staff conducted a routine field check and found an existing commercial building. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	0.47

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail, other than listed	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped	SC (Service Commercial)	R-1 (Single Family Residential)
South	Clark County – Restaurant	Clark County – SC (Service Commercial)	Clark County – C-1 (Local Business)
East	Convenience Store w/ Beer/Wine/Cooler Off-Sale	SC (Service Commercial)	C-1 (Limited Commercial)
West	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 200 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sahara Avenue	Primary Arterial	Planned Streets and Highways Map	140	Y
Eastern Avenue	Primary Arterial	Planned Streets and Highways Map	110	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Provide a 400-foot distance separation from a City Park	To allow a 343-foot distance separation from a City Park	Approval

PRJ-78126
12/24/19

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

Project Address (Location) 2051 E. Sahara

Project Name Convenience Store at sahara/EASTERN **Proposed Use** Mini MART
EASTERN

Assessor's Parcel #(s) 162-07-811-209 **Ward #**

General Plan: Existing 2450 **Proposed** 2450 **Zoning: Existing** **Proposed**

Additional Information Auto Repair & GAS STATION To / GAS STATION MINI MART

Property Owner HANNA CHEHADE **Contact** 6163227914

Address 915 La Colina Cir **City** Henderson **State** NV **Zip** 89012

E-mail DRHCHEHADE@HOTMAIL.COM **Phone** 6163227914

Applicant Same above **Contact**

Address **City** **State** **Zip**

E-mail **Phone**

Representative Dirk Phanthip **Contact** 7023724898

Address 4881 W. Hacienda **City** LV **State** NV **Zip** 89118

E-mail Phanthip@cox.net **Phone** 7023724898

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 Hanna Chehade

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name HANNA CHEHADE

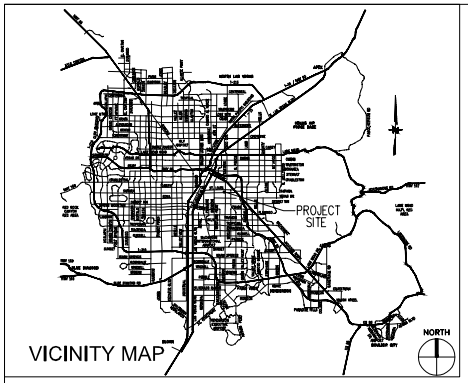
State of Nevada County of Clark

Subscribed and sworn before me

This 23rd day of Dec, 2019 by Hanna Chehade

Notary Public in and for said County and State

MICHAEL J. MOORE
Notary Public State of Nevada
No. 08-7991-1
My Appt. Exp. September 11, 2020



VICINITY MAP

CONVENIENCE STORE AT
SAHARA EASTERN
2051 E. SAHARA
LAS VEGAS NV. 89104
APN. 162-02-811-209

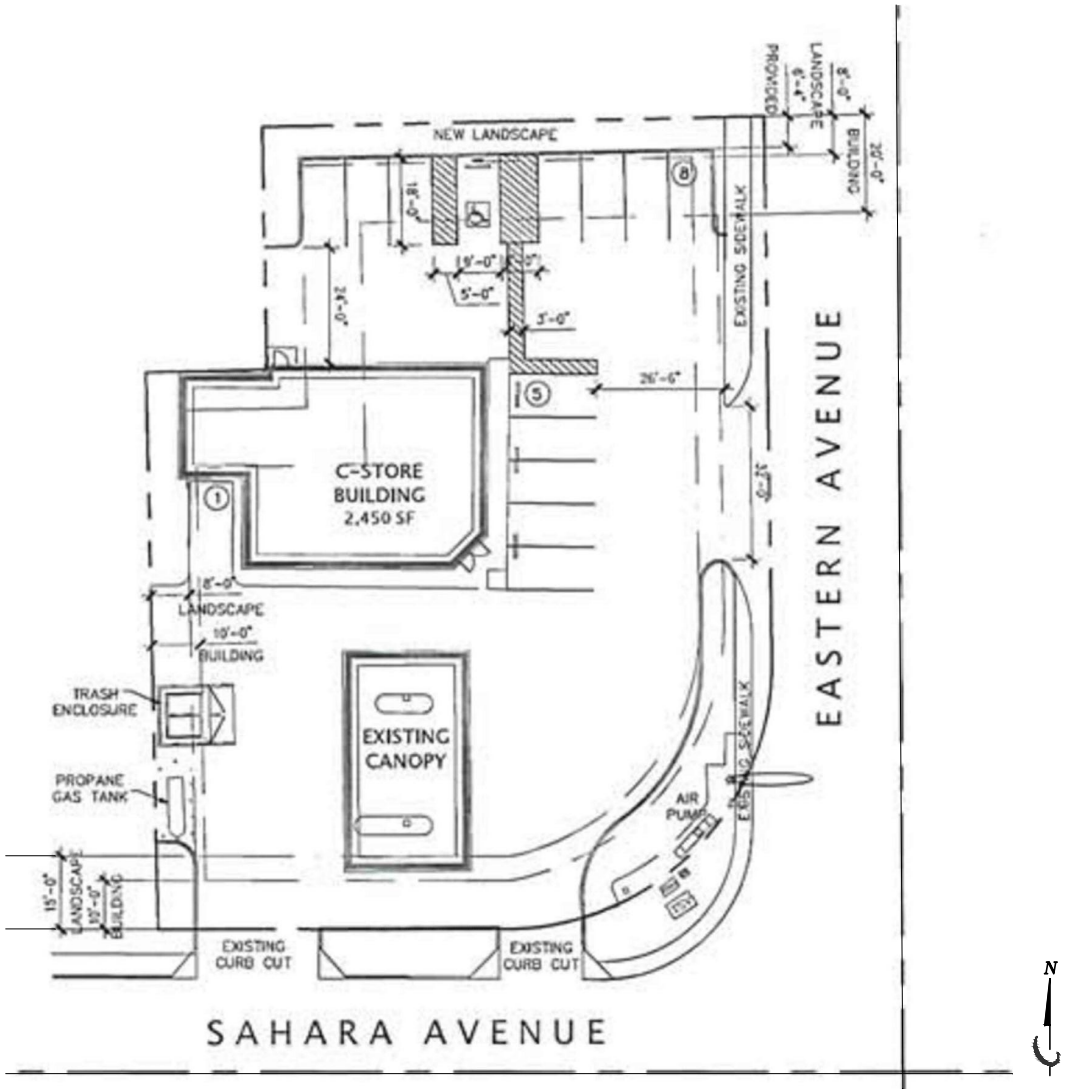
12-614 PROJECT DATA (CITY OF LAS VEGAS)

CURRENT ZONING	C-1 (LIMITED COMMERCIAL DISTRICT)		
DESIRED ZONING	C-1 (LIMITED COMMERCIAL DISTRICT)		
	FRONT	10'-0"	EXISTING
	CORNER	10'-0"	EXISTING
	SIDE	10'-0"	EXISTING
	REAR	20'-0"	EXISTING
ACCESSOR'S PARCEL	162-02-811-209		
NET SITE AREA	= 20,473.2 S.F. = 0.47 ACRES		
COVERAGE	= MAX: 50%	ACTUAL: EXISTING	
BUILDING HEIGHT	= ALLOWABLE N/A	PROVIDED EXISTING	

BUILDING NAMES		BUILDING AREAS	REQUIRED PARKING
A RETAIL	=	2,450 SF	1 SPACE/ 175 S.F.
B GAS PUMPS	=	4 PUMPS	
TOTAL	=	2,450 SF	

ON SITE PARKING				
REQUIRED 1 HANDICAP SPACE	=	14	SPACES	(TOTAL SITE)
PROVIDED 1 HANDICAP SPACE	=	14	SPACES	
LOADING ZONES REQUIRED:	=	1	SPACES	(TOTAL SITE)
LOADING ZONES PROVIDED:	=	0	SPACES	

PRJ-78126
12/4/19



SITE PLAN
SCALE: 1/16"=1'-0"

City Council - Page 748

CONVENIENCE STORE AT
SAHARA EASTERN
2051 E. SAHARA
LAS VEGAS NV. 89104
APN. 162-02-811-209

Rev	Date	By	Description

Drawn By: -
Checked By: -
Date: 10-20-2019
Project Number: -
Sheet Title: -
Sheet Number: **A-1**

CONVENIENCE STORE AT
SAHARA EASTERN
2051 E. SAHARA
LAS VEGAS NV. 89104
APN. 162-02-811-209

EASTERN AVENUE

8'-0" LANDSCAPE 6'-6" PROVIDED

C-STORE BUILDING 2,450 SF

EXISTING CANOPY

6'-0" LANDSCAPE

SAHARA AVENUE

15'-0" LANDSCAPE

N

LANDSCAPING PLAN
SCALE: 1/16"=1'-0"

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS
	CAESALPINIA PULCHERRIMA	MEXICAN BIRD OF PARADISE	5 GAL.	PER PLAN	
	RAPHIOLEPIS INDICA	INDIAN HAWTHORNE	5 GAL.	PER PLAN	
	PINUS ELDARICA	MONDELL PINE	24" BOX	8	
	FRAXINUS VELUTINA	ARIZONA ASH	24" BOX	11	
		DECORATIVE BOULDERS			

PLANT SCHEDULE

PROJECT SITE

NORTH

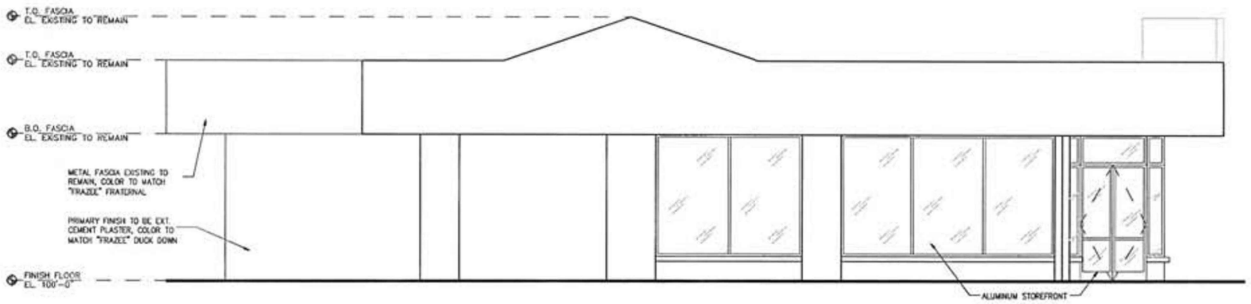
VICINITY MAP

PRJ-78126
12/24/19

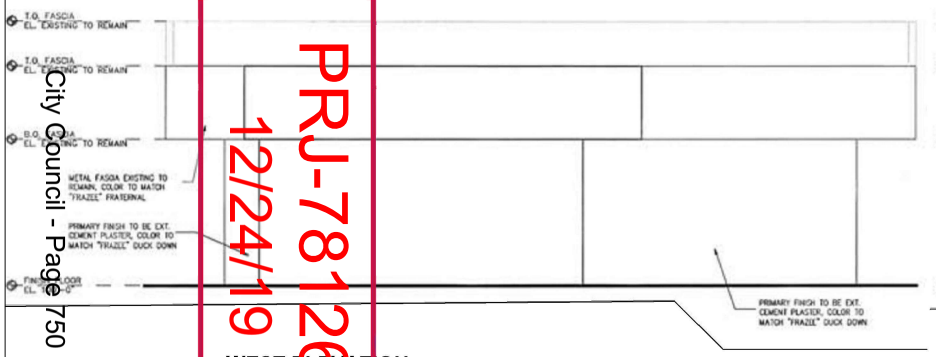
CONVENIENCE STORE AT
SAHARA EASTERN
2051 E. SAHARA
LAS VEGAS NV. 89104
APN. 162-02-811-209

Rev	Date	By	Description

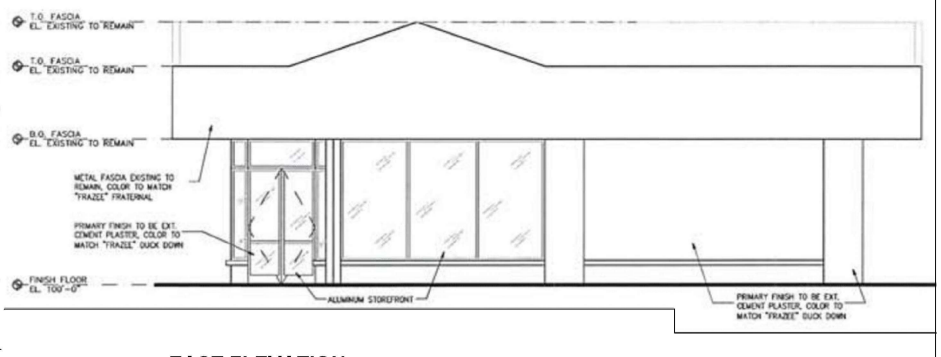
Drawn By: -
Checked By: -
Date: 10-20-2019
Project Number: -
Sheet Title: -
Sheet Number: A-2



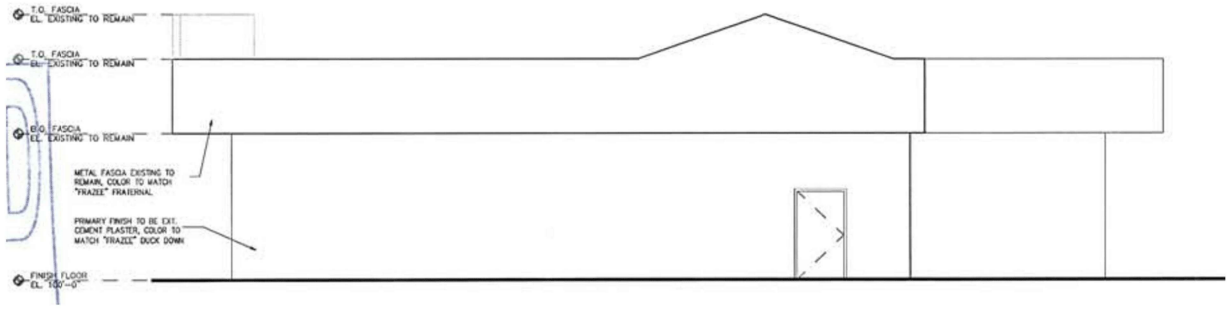
SOUTH ELEVATION
SCALE: 1/4"=1'-0"



WEST ELEVATION
SCALE: 1/4"=1'-0"



EAST ELEVATION
SCALE: 1/4"=1'-0"



NORTH ELEVATION
SCALE: 1/4"=1'-0"

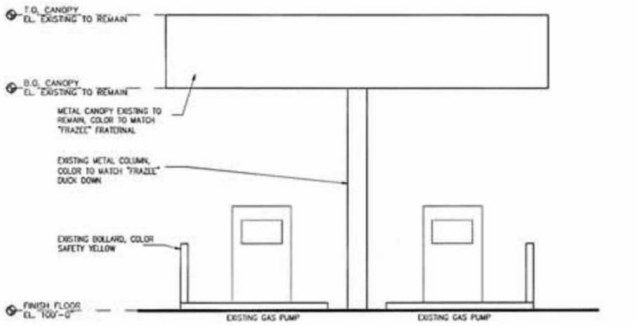
PRJ-78126
12/24/19

City Council - Page 750

CONVENIENCE STORE AT
SAHARA EASTERN
2051 E. SAHARA
LAS VEGAS NV. 89104
APN. 162-02-811-209

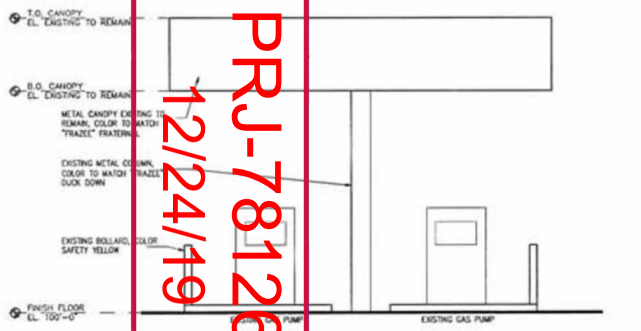
Rev	Date	By	Description

Drawn By: -
Checked By: -
Date: 10-20-2019
Project Number: -
Sheet Title: -
Sheet Number: **A-4**



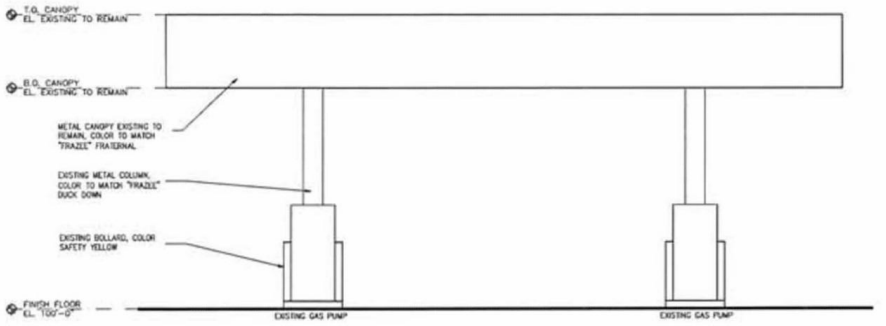
CANOPY NORTH ELEVATION

SCALE: 1/4" = 1'-0"



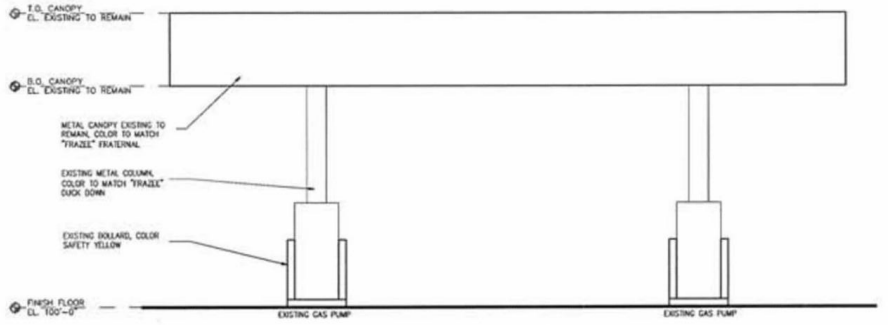
CANOPY SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



CANOPY EAST ELEVATION

SCALE: 1/4" = 1'-0"



CANOPY WEST ELEVATION

SCALE: 1/4" = 1'-0"

PRJ-78126
12/24/19

CONVENIENCE STORE AT
SAHARA EASTERN
2051 E. SAHARA
LAS VEGAS NV. 89104
APN. 162-02-811-209

Rev	Date	By	Description

Drawn By: -
Checked By: -
Date: 10-20-2019
Project Number: -
Sheet Title: -
Sheet Number: **A-5**

CONVENIENCE STORE AT
SAHARA EASTERN
2051 E. SAHARA
LAS VEGAS NV. 89104
APN. 162-02-811-209

Rev	Date	By	Description

Drawn By: -
Checked By: -
Date: 10-20-2019
Project Number: -
Sheet Title: -
Sheet Number: A-3

FLOOR PLAN
SCALE: 1/4"=1'-0"

PRJ-78126
12/24/19



SUP-78144 [PRJ-78126] - SPECIAL USE PERMIT - APPLICANT/OWNER: GAS STATION LOT, LLC
2051 EAST SAHARA AVENUE

01/02/2020



SUP-78144 [PRJ-78126] - SPECIAL USE PERMIT - APPLICANT/OWNER: GAS STATION LOT, LLC
2051 EAST SAHARA AVENUE

01/02/2020

To. **City of Las Vegas**
Planning Department

Date: Nov .16, 2019

On behave owner of GAS STATION LOT, LLC are Proposed USE Permit of existing auto repair with gas station convert to Mini mart beer/wine/cooler with 7 slot machine and gas pump remain.

On previous Agenda, The City Council at a regular meeting held August 15, 2012, APPROVED the request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN A PROPOSED 2,450 SQUARE-FOOT CONVENIENCE STORE WITH A WAIVER TO ALLOW A 343-FOOT DISTANCE SEPARATION FROM A PARK WHERE 400 FEET IS REQUIRED at 2051 East Sahara Avenue (APN 162-02-811-209), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 16, 2012.
This approval is subject to:
Planning
1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler Off-Sale use.
2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-45542) 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.
6. Approval of this Special Use Permit does not constitute approval of a liquor license.

Your approved for this USE PERMIT would grateful appreciated.

Thank you:
Airr Phanthip
Rept.
702-372-4898
phanthip@cox.net
AP

PRJ-78126
12/24/19

PRJ-78126
12/24/19

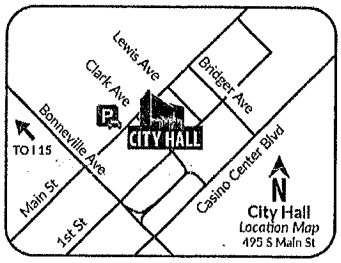
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2020 MAR -9 A 11:37

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78144 [PRJ-78126]

City Council Meeting of **03/18/2020**

PRJ-78126
16202811068
GALINDO CESAR & MARY REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS NV 89107-4107

97 ARDFNP1 89107

PRSRT
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U.S. Postage
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Las Vegas, NV
Permit No. 1630

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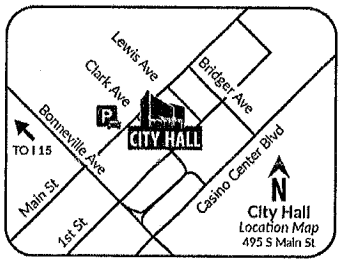
CITY CLERK

2020 MAR -9 A 11:37

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78144 [PRJ-78126]

City Council Meeting of **03/18/2020**

PRJ-78126
16202811069
GALINDO CESAR & MARY REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS NV 89107-4107

97 ARDFNP1 89107

From:	Stacey Campbell
To:	Ydo Yturralde; Peter Lowenstein; Robert Summerfield; LuAnn D. Holmes; City Clerk, Deputies
Cc:	Anastacio Del Real; Olivia Diaz
Subject:	Re: Abey Items 63 and 64
Date:	Tuesday, March 17, 2020 8:51:19 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png

We will add them to Notes New as requested by the Councilwoman, thanks.

Get Outlook for Android

From: Ydo Yturralde <yyturralde@LasVegasNevada.GOV>
Sent: Tuesday, March 17, 2020 8:47:50 PM
To: Peter Lowenstein <plowenstein@LasVegasNevada.GOV>; Robert Summerfield <rsummerfield@LasVegasNevada.GOV>; LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>; Stacey Campbell <slcampbell@LasVegasNevada.GOV>
Cc: Anastacio Del Real <adelreal@LasVegasNevada.GOV>; Olivia Diaz <odiaz@lasvegasnevada.gov>
Subject: Abey Items 63 and 64

Hello,
We will likely abey items 63 and 64 for two weeks. I was able to reach the applicant for Item 64 and he understood. I left a message for the applicant of Item 63. I will be available on cell, if needed.

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

Submitted after final agenda

Date 3/17/20 Item 64

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78144 [PRJ-78126]
City Council Meeting of **03/18/2020**

PRJ-78126
16212101008
ZHANG FAMILY TRUST
ZHANG MENG LIN TRS
2485 ROANOKE RD
SAN MARINO CA 91108

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2020 MAR 16 A 7:28

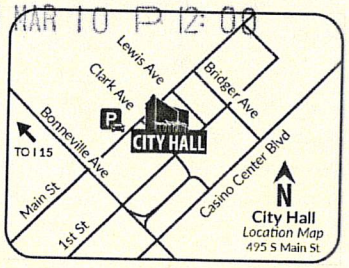
Submitted after final agenda
64

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing

2020 MAR 10 P 12:02



If you wish to file your protest or support on this request, chec
box below and return this card in an envelope with postage to t
City Clerk at the address listed above or fax this side of this c
4803. If you would like to contact your Council Representa
(702) 229-6405.

☒ I SUPPORT this Request

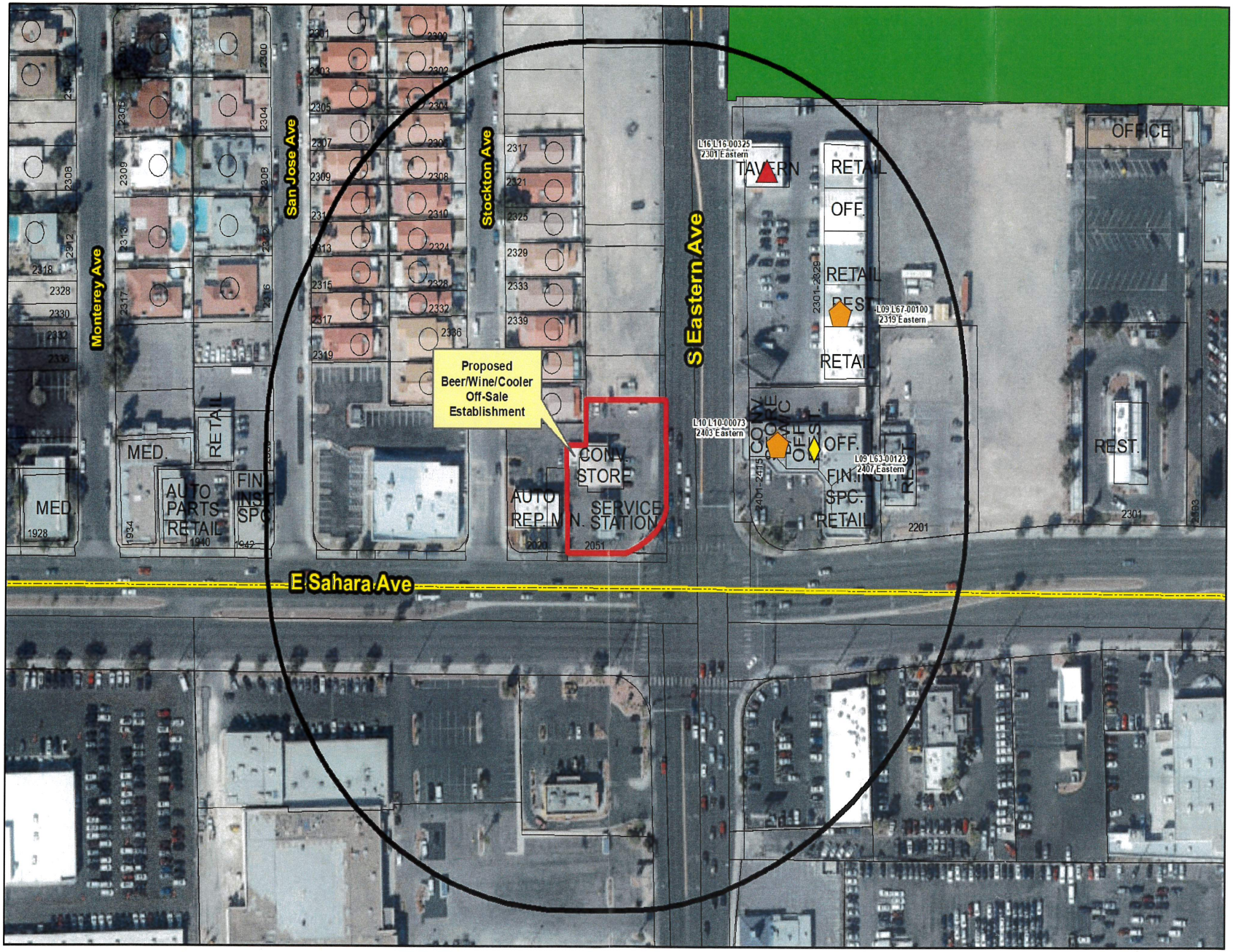
☐ I OPPOSE this Request

Please use available blank space on card for your com

SUP-78144 [PRJ-78126]
City Council Meeting of **03/18/2020**

93 ARCFNP 1

Submitted after final agenda
64



SUP-78144 (PRJ-78126)

Beer/Wine/Cooler Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Restaurant With Alcohol/ Restaurant Service Bar
- Package Liquor Off-Sale
- Urban Lounge
- Tavern - Limited
- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

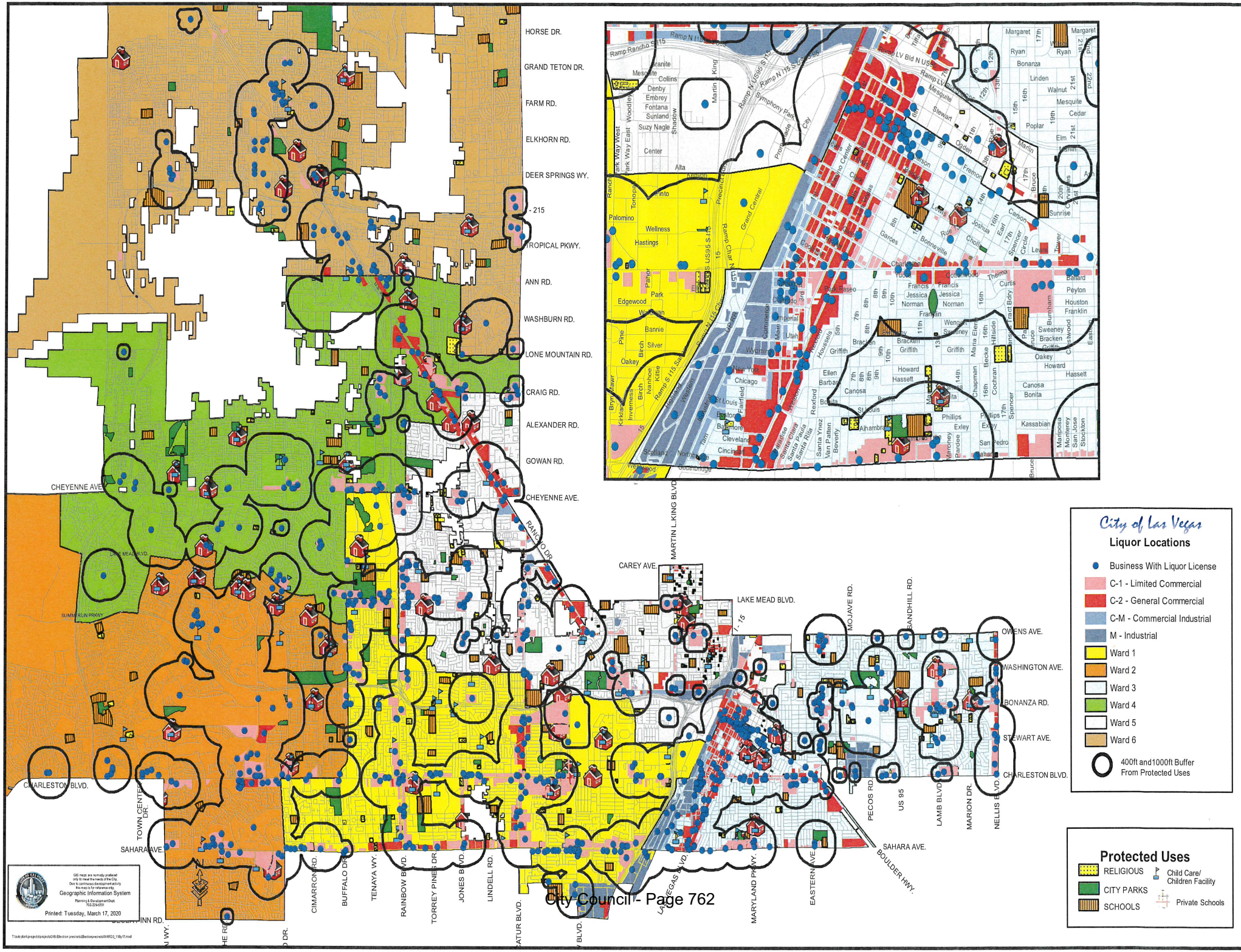
- Subject Property
- 400 foot buffer

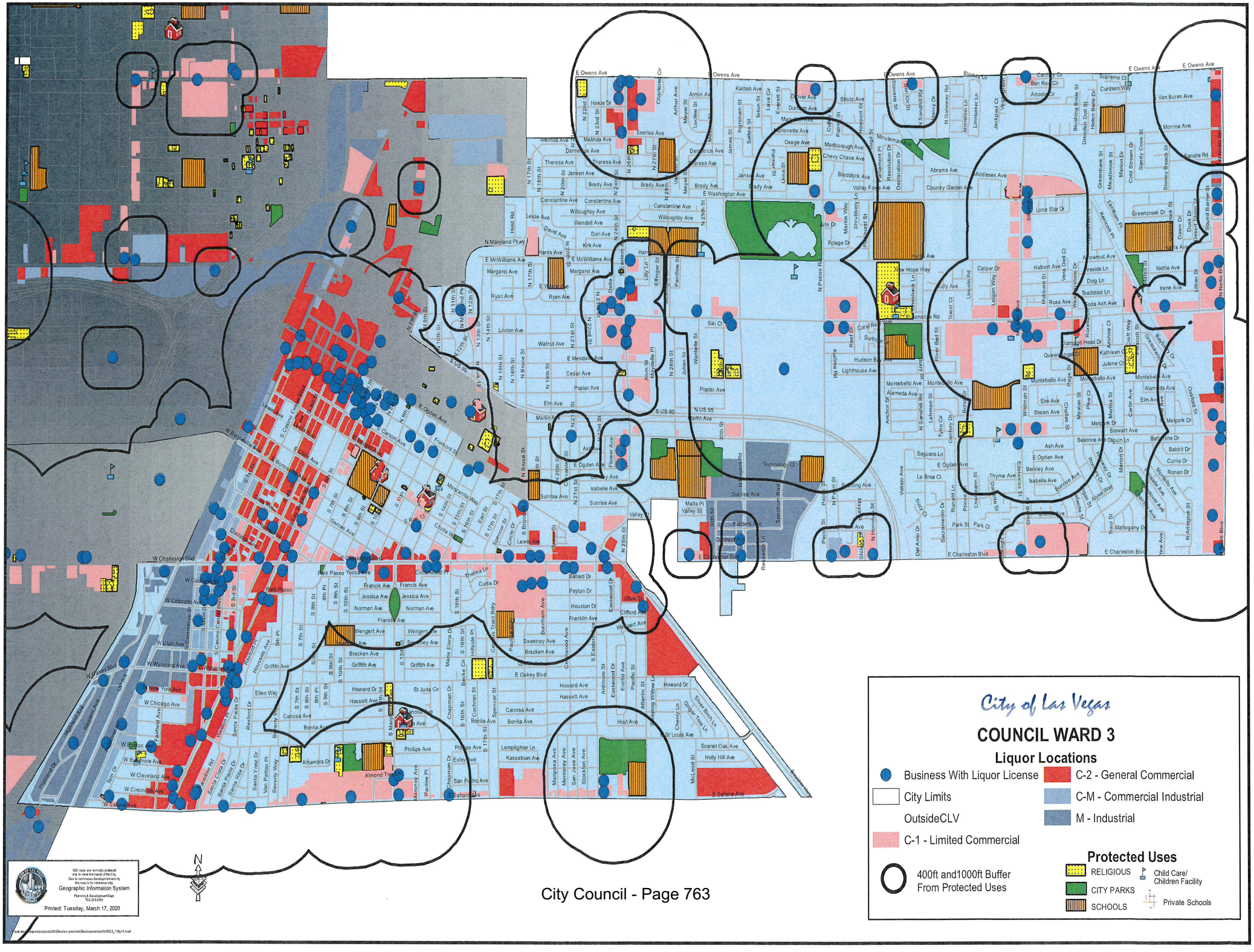
N

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

Date: Wednesday, April 1, 2020

Submitted at City Council
Date 4/1/2020 Item 46
by Staff


City of Las Vegas
Liquor Locations
Business With Liquor License
C-1 - Limited Commercial
C-2 - General Commercial
C-M - Commercial Industrial
M - Industrial
Ward 1
Ward 2
Ward 3
Ward 4
Ward 5
Ward 6
400ft and1000ft Buffer From Protected Uses
Protected Uses
RELIGIOUS
CITY PARKS
SCHOOLS
Child Care/ Children Facility
Private Schools
HORSE DR.
GRAND TETON DR.
FARM RD.
ELKHORN RD.
DEER SPRINGS WY.
- 215
TROPICAL PKWY.
ANN RD.
WASHBURN RD.
LONE MOUNTAIN RD.
CRAIG RD.
ALEXANDER RD.
GOWAN RD.
CHEYENNE AVE.
RANCHO DR.
MARTIN L. KING BLVD.
CAREY AVE.
LAKE MEAD BLVD.
MOJAVE RD.
SANDHILL RD.
OWENS AVE.
WASHINGTON AVE.
BONANZA RD.
STEWART AVE.
CHARLESTON BLVD.
SAHARA AVE.
BOULDER HWY.
PECOS RD.
US 95
LAMB BLVD.
MARION DR.
NELLIS BLVD.
EASTERN AVE.
MARYLAND PKWY.
LAS VEGAS BLVD.
DECATUR BLVD.
JONES BLVD.
LINDELL RD.
TORREY PINES DR.
RAINBOW BLVD.
TENAYA WY.
BUFFALO DR.
CIMARRON RD.
TOWN CENTER DR.
SUMMERLIN PKWY.
LAKE MEAD BLVD.
CHEYENNE AVE.
CHARLESTON BLVD.
SAHARA AVE.
Geographic Information System
Printed: Tuesday, March 17, 2020


City of Las Vegas
COUNCIL WARD 3
Liquor Locations
Business With Liquor License
City Limits
OutsideCLV
C-1 - Limited Commercial
C-2 - General Commercial
C-M - Commercial Industrial
M - Industrial
400ft and1000ft Buffer From Protected Uses
Protected Uses
RELIGIOUS
CITY PARKS
SCHOOLS
Child Care/ Children Facility
Private Schools
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
702-229-6761
Printed: Tuesday, March 17, 2020
N

Form Name:	City Council Live
Submission Time:	April 1, 2020 9:44 am
Browser:	Safari 13.0.5 / OS X
IP Address:	70.173.160.207
Unique ID:	595413311
Location:	36.144298553467, -115.18299865723

First Name	Mark
Last Name	Kaufman
Agenda Item Number	46
Choose One	Support

Submitted at City Council
Date 4/1/20 Item 46
E COMMENTS

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:04 am
Browser:	Firefox 74.0 / Windows
IP Address:	98.181.224.248
Unique ID:	595421556
Location:	37.750999450684, -97.821998596191

First Name	Lee
Last Name	Yarbrough
Agenda Item Number	46
Choose One	Support
Council Comment	There are currently businesses closer to the park selling beer/wine. I feel this responsible business person should not be allowed to do the same.

Reply all Delete Junk Block ...

Opposition to SUP-78144 #46

FD

Fawn Douglas <lvartfawn@gmail.com>
Wed 4/1/2020 3:55 PM
City Council Live; Ydo Yturralde

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.

SUP-78144

We strongly and vehemently oppose the approval of SUP-78144, the "Special Use Permit" that would allow the owner of GAS STATE LOT, LLC a 2,450 square foot BEER/WINE/COOLER OFF-SALE ESTABLISHMENT within a 343-distance from our beloved JAYCEE PARK. This violates city code by reducing the required distance of 400-ft and with good reason: because placing a major liquor store within such a close distance to our park will have a negative impact on our neighborhood.

Not only do we regularly use Jaycee Park, but so do many families, who gather at the park regularly to walk and jog, exercise, play games, and relax with family and friends. Many of these families also oppose this "Special Use Permit" that would bring another liquor store so close to a place where kids play and people enjoy their daily activities. Due to the current COVID19 outbreak we were unable to gather signatures for a petition, but if we need to, we would gladly gather those names in opposition to this "Special Use Permit."

Finally, we do not need additional access to alcohol in our neighborhood. This liquor store would be on Eastern Ave. and Sahara Ave., where there are already 3 stores that sell alcohol (7-11, Cardenas, and Jake's Bar).

We see no reason why this special exception should be made, and strongly request that this "Special Use Permit" be DENIED by the Las Vegas City Council.

Thank you,

Fawn Douglas
Dr. A.B. (Aaron) Wilkinson
Sol Martinez

Residents of
Monterey Ave.
Las Vegas, NV 89104

[SUSPICIOUS MESSAGE] Agenda item 46

Kathleen Kahr <kattkahr@gmail.com>

Wed 4/1/2020 4:40 PM

To: City Council Live <citycouncillive@lasvegasnevada.gov>

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Kathleen Kahr
1208 Norman Avenue
I am opposed to the SUP on agenda item number 46.
The service is already available in the area through many, many outlets. Waving the distance requirements with regards to Parks sets an awful precedent. Once you waive it for one business, you've opened the door. This is a gas and service station. Not a convenience mart, not a liquor store. I could see employees there without the proper training to sell liquor. For
the sake of the people that need Jaycee Park as an outlet, I urge you to deny.

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:04 am
Browser:	Mobile Safari / iOS
IP Address:	71.222.81.72
Unique ID:	595421435
Location:	36.111301422119, -115.27909851074

First Name	Erica
Last Name	Martinez
Agenda Item Number	46
Choose One	Protest
Council Comment	In this intersection there are other grocery stores and convenient stores, and it is close to a park. And it is not far from the high school and a neighborhood. For the sake of the people that need Jaycee Park as an outlet, I urge you to deny.

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:12 am
Browser:	Chrome 49.0.2623.112 / OS X 10.8 Mountain Lion
IP Address:	174.72.254.73
Unique ID:	595424688
Location:	36.144500732422, -115.22570037842

First Name	Steven
Last Name	Franklin
Agenda Item Number	46
Choose One	Protest
Council Comment	There are currently 2 boozy options at that intersection. Over the years past city council has approved booze sales in places where they were once prohibited. The neighborhood, parks and school grounds are already riddled with drunk drifters.

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:14 am
Browser:	Chrome 80.0.3987.149 / Windows 8.1
IP Address:	71.222.27.126
Unique ID:	595425385
Location:	36.174999237061, -115.13719940186

First Name	Sarah
Last Name	Smith
Agenda Item Number	46
Choose One	Protest
Council Comment	Distance separation is in place for a reason. There is absolutely no reason to allow a deviation for someone to sell more alcohol.There are plenty of places available for that to happen elsewhere, and still close enough so as not to inconvenience anyone

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:16 am
Browser:	Chrome Mobile 80.0.3987.132 / Android
IP Address:	71.222.52.61
Unique ID:	595426284
Location:	36.174999237061, -115.13719940186

First Name	Jeanne
Last Name	Asmussen
Agenda Item Number	46
Choose One	Protest

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:16 am
Browser:	Chrome Mobile 80.0.3987.162 / Android
IP Address:	98.181.161.118
Unique ID:	595426454
Location:	37.750999450684, -97.821998596191

First Name	Karen
Last Name	Lisitano
Agenda Item Number	46
Choose One	Protest

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:20 am
Browser:	Chrome Mobile 79.0.3945.116 / Android
IP Address:	172.58.75.183
Unique ID:	595428075
Location:	36.120098114014, -115.08769989014

First Name	Stephen
Last Name	Smith
Agenda Item Number	46
Choose One	Protest

Opposition to SUP-78144

A.B. Wilkinson <dr.abwilk@gmail.com>

Wed 4/1/2020 4:28 PM

To: City Council Live <citycouncillive@lasvegasnevada.gov>

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Re: SUP-78144 Agenda Item No.: 46

I stand with Fawn Douglas, Sol Martinez, and others who oppose the "Special Use Permit" that would allow the owner of GAS STATE LOT, LLC a 2,450 square foot BEER/WINE/COOLER OFF-SALE ESTABLISHMENT within a 343-distance of Jaycee Park. I ask that the Las Vegas City Council support our community by denying this "Special Use Permit" for the reasons listed in her request.

Sincerely,

A. B. Wilkinson
Assistant Professor
Department of History
University of Nevada, Las Vegas
www.unlv.edu/people/ab-wilkinson

Reply all Delete Junk Block ...

Re: Opposition to SUP-78144

AW

A.B. Wilkinson <dr.abwilk@gmail.com>
Wed 4/1/2020 4:52 PM
City Council Live; Ydo Yturralde

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Re: SUP-78144

ARTICLE NO: 46

Apologies for the additional messages (I'm currently working from home to make sure my UNLV courses are working for my students online). I thought perhaps I should also list the reasons why I personally oppose the "Special Use Permit" that would allow the owner of GAS STATION LOT, LLC a 2,450 square foot BEER/WINE/COOLER OFF-SALE ESTABLISHMENT within a 343-distance of JAYCEE PARK.

1) This location is within a short walking distance from our Jaycee Park, where kids are daily playing soccer, skateboarding, and having fun on the jungle gyms. People go there to run, get in other daily exercise, and many families gather on weekends. I've even been jogging over there once while a church was holding an outdoor service.

2) We simply do not need another liquor store in our neighborhood. There are already 3 stores that sell alcohol on the corner of Eastern and Sahara Ave. If you want alcohol you can already get it there at a sit-down establishment (Jake's Bar) or in at the grocery store or 7-11.

3) My house is within several hundred feet of this intersection and I personally don't want another liquor store in my neighborhood. I will not list all the reasons why a liquor store can be detrimental for a local community, but it's my personal belief that liquor stores should be placed or zoned further away from residential neighborhoods. And this request here is within 400 ft of a city park.

Again, I ask that the Las Vegas City Council support our community by denying this "Special Use Permit" for the reasons listed above. If the owners of Gas Station Lot, LLC want to build a liquor store so badly, I suggest they find a place in their own neighborhood, maybe closer to their house.

Sincerely,

A. B. Wilkinson
Assistant Professor
Department of History

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:39 am
Browser:	Chrome 80.0.3987.122 / OS X
IP Address:	71.222.71.14
Unique ID:	595435764
Location:	36.144298553467, -115.27940368652

Came in after Public Comments were closed

First Name	Patricia
Last Name	Haddad
Agenda Item Number	46
Choose One	Protest
Council Comment	Not in favor -- already a high concentration of accessible liquor in this area.

Submitted at City Council
Date 4/1/2020 Item 46
Ecomments
Not Read

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:46 am
Browser:	Chrome Mobile 80.0.3987.132 / Android
IP Address:	172.58.75.35
Unique ID:	595438670
Location:	36.120098114014, -115.08769989014

First Name	Courtney
Last Name	Thomas
Agenda Item Number	46
Choose One	Protest

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:46 am
Browser:	Chrome 80.0.3987.137 / Chrome OS
IP Address:	71.38.15.144
Unique ID:	595438681
Location:	36.144298553467, -115.27940368652

First Name	ShaRhonda
Last Name	Ramos
Agenda Item Number	46
Choose One	Concerned
Council Comment	There are too many children who attend the park alone to risk having drunk and not always responsible adults this close. There is a school that shares a fence with this park and our children are the most import factor in deciding anything in this area.

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:56 am
Browser:	Chrome Mobile 80.0.3987.149 / Android
IP Address:	174.237.8.194
Unique ID:	595442416
Location:	31.758699417114, -106.48690032959

First Name	Peter
Last Name	Frigeri
Agenda Item Number	46
Choose One	Protest

Form Name:	City Council Live
Submission Time:	April 1, 2020 11:04 am
Browser:	Mobile Safari / iOS
IP Address:	174.72.212.86
Unique ID:	595445801
Location:	36.174999237061, -115.13719940186

First Name	Carla
Last Name	Bivins
Agenda Item Number	46
Choose One	Protest

Form Name:	City Council Live
Submission Time:	April 1, 2020 11:06 am
Browser:	Chrome 80.0.3987.162 / Windows
IP Address:	70.173.8.8
Unique ID:	595446597
Location:	36.221199035645, -115.16850280762

First Name	Sherry
Last Name	Schmitt
Agenda Item Number	46
Choose One	Protest

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

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

RECEIVED
FEB 10 2020
Dept of Planning
City of Las Vegas

CASE: **SUP-78144 [PRJ-78126] - SPECIAL USE PERMIT**

SUBJECT: APPLICANT/OWNER: GAS STATION LOT, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***FEBRUARY 11, 2020*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MONDAY, FEBRUARY 10, 2020.***

Hanna Chehade
Signature

2/7/2020.
Date

HANNA CHEHADE
Please Print Name

GAS STATION LOT
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

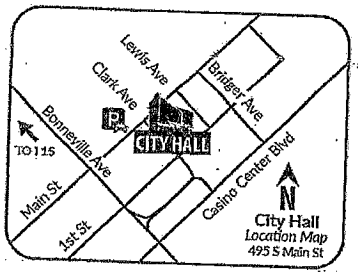
Submitted after final agenda

Item #16

Scanned with CamScanner

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1690

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 Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78144 [PRJ-78126]

Planning Commission Meeting of **2/11/2020**

RECEIVED
Dept of Planning
City of Las Vegas

PRJ-78126
16202811069
GALINDO CESAR & MARY REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS NV 89107-4107

'97 LRDFNP1 89107

Submitted after final agenda

1 LeP

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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FIRST CLASS MAIL
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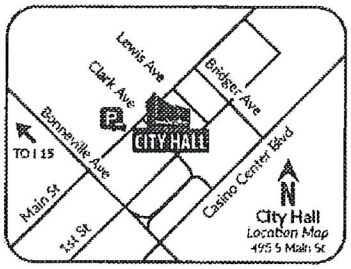
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-78144 [PRJ-78126]
Planning Commission Meeting of **2/11/2020**

PRJ-78126
16211511093
OMNI FINANCIAL L L C
1260 41ST AVE # O
CAPITOLA CA 95010

RECEIVED
FEB 10 2020
Dept of Planning
City of Las Vegas

124 LADFNP1 89010

Submitted after final agenda 16A

2/4/20, 10:29 AM To: +1 702-464-7499 From: +1 831-464-5000 - Approve Application SUP-78144 (PRJ-78126) Page 1/1

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
47

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
REPORTS AND PRESENTATIONS:

Report from Scott D. Adams, City Manager, on Emerging Issues - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City Manager (CM) Report will be a vehicle for the City Manager to update the Council on emerging issues that may have an impact on the City of Las Vegas. The CM Report will be a recurring item for every Council meeting. If there are no items for the particular meeting, the City Manager will recommend that the item be stricken.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: April 1, 2020

Agenda Item No.:
48

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: April 1, 2020

Agenda Item No.:
49

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.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - E-comments Read and Not Read Submitted by City Clerk

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:10 am
Browser:	Chrome 80.0.3987.149 / OS X
IP Address:	174.72.254.73
Unique ID:	595423680
Location:	36.144500732422, -115.22570037842

First Name	ALISON
Last Name	CHAMBERS
Agenda Item Number	49
Choose One	Protest
Council Comment	We do not need to make it easier for drunk drifters to get booze and we do not need any more predatory lenders taking advantage of our neighbors!

Submitted at City Council
Date 4/1/2020 Item 49
Ecomments

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:13 am
Browser:	Chrome 80.0.3987.132 / OS X
IP Address:	70.173.49.19
Unique ID:	595424925
Location:	36.180999755859, -115.17009735107

First Name	Jacqueline
Last Name	Maloy
Agenda Item Number	49
Choose One	Protest

4/1 Las Vegas City Council meeting

Kim Brady Nichols <mikydarb@yahoo.com>

Tue 3/31/2020 6:08 PM

To: City Council Live <citycouncillive@lasvegasnevada.gov>

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Public Comment:

Hello,

The meeting seems to be out of compliance with the Governor's ban on public gatherings. Even your council has more people than should be gathering during this pandemic.

Please, for the sake of all, DO NOT open the meeting to the public.

STAY HOME for NEVADA

I'm confused,

Kim Nichols
NV Resident

PC

Homeless sleeping issue

Kenny Rieschick <krieschick88@gmail.com>

Tue 3/31/2020 8:22 PM

To: City Council Live <citycouncillive@lasvegasnevada.gov>

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.

This news article linked below is appalling. We have homeless sleeping in squares 6 feet apart from one another and we consider this humane? During these hard times we need to set a better example as a city. Since nobody is traveling and hotels are empty, couldn't this be a solution? This topic needs to be discussed tomorrow morning.

https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fabcnews.go.com%2FHealth%2Flas-vegas-homeless-outdoor-parking-lot-temporary-shelter%2Fstory%3Fid%3D69900151&data=02%7C01%7Ccitycouncillive%40lasvegasnevada.gov%7C1696f428889940d754f808d7d5b1376d%7Ccbb7351c52c84a0d93450df836113a96%7C0%7C0%7C637212829432192481&sdata=gAPvg18CQ9kj%2FjK%2BC%2FIEc28iMoHONY8iG5BnZFVdsyY%3D&reserved=0

PC

Do you want to solve climate by 2030?

Fortino Acosta <fortino.acosta@unlv.edu>

Wed 4/1/2020 2:58 AM

To: City Council Live <citycouncillive@lasvegasnevada.gov>

2 attachments (5 MB)

Senators' Climate Commitment Letters.pdf; Solve Climate Invitation.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.**

Dear City Council members,

I hope you are doing well. The University of Nevada in Las Vegas is taking the state lead in a unique, major national climate education initiative called Solve Climate By 2030 organized by the Bard Center for Environmental Policy. As Nevada's coordinator of this virtual event and UNLV Student Sustainability Council Grad Representative, I'll like to invite you to attend this national dialog.

Covid-19 has shown how fragile our health and economic systems are to extreme events. Our scientists have also told us clearly that, unchecked, climate change will turn our lives into a series of unending extreme events: floods, droughts, rising seas, pests and disease, more extreme storms and hurricanes, leaving hundreds of millions of people homeless and on the move.

Details: On Tuesday April 7, UNLV will be one of the 52 universities, one in every state of the country, focused on ambitious but feasible state and local solutions to help solve climate by 2030. On that date, we'll find the three big things that need doing in your state if we really aim to stop climate change.

Link to attend our Nevada's Power Dialogue:
https://www.facebook.com/unlvssc/

5:30 - 5:40 pm Welcome to Power Dialogue - Solve Climate by 2030
Eban Goodstein, Director, Graduate Programs in Sustainability / Bard College (via video)
5:40 - 6:40 pm Climate Solutions Panel (via video)
Three Climate Leaders will discuss solutions to move us towards Solving Climate by 2030

1. **George Rhee Ph.D.**, Climate Change Calculator Creator
2. **Ian Zabarte**, Native Community Action Council Secretary
3. **Jonathan Royce Esteban**, Tesla Company

6:40 - 7:00 pm Q&A's, Community Discussion Online

Join us on Facebook and be part of this Power Dialog. What can individuals do to help "move the needle" on climate change? How do we translate the solutions identified by the state experts in the panel discussion, to actionable items on the ground?

Please help us to inform about the event to others interested on climate change solutions. See attached our invitation and our Nevada Senators' Climate Commitment Letters.

Save the date: https://calendar.google.com/event?action=TEMPLATE&tmeid=NWMwNWx1YmxscmY5ZWNmNm41cXU2NmN1M2kgZm9ydGluby5hY29zdGFAdW5sdi5lZHU&tmsrc=fortino.acosta%40unlv.edu

NOTE: This opportunity is not just for environmental studies classes. The challenges posed by solving climate change necessarily range across history, science, business, culture, economics, psychology, religion, government, media, journalism, and the arts. Solve Climate has teachers guides for all these subjects for a one-hour follow-up discussion to the state-level, solutions-focused webinars.

The webinars will be recorded so you can view and discuss them in class ANYTIME DURING APRIL AND MAY. Register at our state site or feel welcome to contact me to stay informed.

Help #MakeClimateaClass go viral. Follow and promote us on twitter @solveby2030, and Instagram/Tiktok/Facebook/LinkedIn @solveclimateby2030. Tell all your friends to do it too!

Best wishes,

Fortino Acosta
MLA | UNLV Ph.D. Candidate
T. +702 895 4244
M. +52 1 55 2509 7864
Nature-Based Solutions Consultant

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:12 am
Browser:	Chrome 80.0.3987.132 / OS X
IP Address:	70.173.49.19
Unique ID:	595424771
Location:	36.180999755859, -115.17009735107

First Name	Jacqueline
Last Name	Maloy
Agenda Item Number	48
Choose One	Protest

Submitted at City Council
Date 4/1/2020 Item 48
E comments
NOT READ

Form Name:	City Council Live
Submission Time:	April 1, 2020 10:09 am
Browser:	Chrome 80.0.3987.149 / OS X
IP Address:	174.72.254.73
Unique ID:	595423580
Location:	36.144500732422, -115.22570037842

First Name	ALISON
Last Name	CHAMBERS
Agenda Item Number	48
Choose One	Protest
Council Comment	We do not need to make it easier for drunk drifters to get booze and we do not need any more predatory lenders taking advantage of our neighbors!

NOT READ

AGENDA SUMMARY PAGE
City Council
Meeting of: April 1, 2020

Agenda Item No.:
50

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 2 Announcements, American Red Cross Blood Drive Information, Ward 2 Contact Information and Social Media by Councilwoman Seaman; Flyers for Ward 3 Announcements, Regional Transportation Commission of Southern Nevada Silver STAR Routes Expansion, Census Day - April 1, 2020, Business Protection Program for Redevelopment Area Small Businesses and Social Media by Councilwoman Diaz; and Flyers for Meet with Michele, Easter Celebration in a Bag, Missing Juvenile Bulletins Located and Missing and Corridor of Hope Homeless Success Stories by Councilwoman Fiore


City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
SUMMERLIN

To donate, please go to: https://www.redcrossblood.org/

American Red Cross





- We will be hosting a blood drive April 10th, 2020 at the International Church of Las Vegas. Please visit www.redcrossblood.org to sign up as a donor.

WARD 2

Ward 2 Contact Information

Phone Number 702-229-2420

Email ward2@lasvegasnevada.gov

For General City of Las Vegas Information

Call 702-229-CARE

Or Visit
lasvegasnevada.gov/coronavirus

PLEASE FOLLOW UP ON SOCIAL MEDIA AT:

@victoriadseaman



VictoriaDSeaman

OLIVIA DÍAZ



COUNCILWOMAN - WARD 3

ATTENTION SENIORS

The Regional Transportation Commission of Southern Nevada (RTC) wants to help keep our senior community well-nourished during the COVID-19 crisis.

Shopping

The RTC is expanding services on all 12 of its Silver STAR routes with more pick up locations, extended hours and temporarily adding one more route in the northeast valley. These looped routes provide senior citizens with access to grocery stores, banks and more. Earlier starting times help riders take advantage of stores offering extended hours for senior citizens and those with underlying medical issues. Each Silver STAR vehicle can accommodate up to two wheelchairs at a time.

For more information:
rtcsnv.com | 702-228-4800

Food Deliveries

The RTC is assisting Three Square with home deliveries. The food bank's Senior Hunger Programs provides healthy food, including fresh produce, to older adults in the Las Vegas Valley.

For more information, contact Three Square directly:
702-765-4030 | seniorhunger@threesquare.org



RTC

three square
together, we can feed everyone



OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

Silver STAR

For more information
Call 702-228-4800

RTC

CITY OF LAS VEGAS NEVADA

CENSUS 2020

CENSUS DAY

APRIL 1ST, 2020

- Your responses matter!
- It only takes 10 minutes & is easy.
- Your responses help direct funding for community services.
- Our community is counting on you, so help us make everyone count!



OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

NEVADA CENSUS 2020

Nevada matters. Be counted.

BUSINESS PROTECTION PROGRAM

The city of Las Vegas is offering grants of up to $2,000 to businesses in the city's redevelopment area to reimburse expenses for securing buildings. The Business Protection Program will run through the current shutdown of nonessential businesses and work must be completed during the shutdown. To qualify, the securing of the building must include a decorative façade, and representatives from the Office of Economic and Urban Development must inspect the work.



OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

If you have questions call 702.229.6865
or visit www.lasvegasnevada.gov

OLIVIA DÍAZ

COUNCILWOMAN - WARD 3

CITY OF LAS VEGAS



ward3@lasvegasnevada.gov

@OliviaDiazLV

@oliviadiazlv

oliviadiazlv


The Las Vegas City Council and
Mayor Pro Tem Michele Fiore
Invite you to
Meet with Michele
Mayor Pro Tem Michele Fiore invites you to stop by
for breakfast snacks and coffee to chat about your concerns,
your thoughts and our community.
Friday, April 17 | 9 - 10 a.m.
Centennial Hills
Community Center YMCA
6601 N . Buffalo Drive
For more information call 702.229.5463
or online www.lasvegasnevada.gov/ward6
CITY OF LAS VEGAS
NEVADA


The Las Vegas City Council invites you to join
MAYOR PRO TEM
MICHELE FIORE
for our
Easter Celebration
in a Bag
Saturday | April 11 | 10 a.m. - Noon
Mountain Ridge Park
7151 N. Oso Blanca Road
Enter through Grand Montecito Pkwy & Exit Oso Blanca Road
For more information,
please call 702.229.5463.
cityoflasvegas | lasvegasnevada.gov | #lvward6
CITY OF LAS VEGAS
NEVADA

LOCATED

Sent: 2020-03-23 @ 15:49 Case: Author:

NIC #

Last Name RODRIGUEZ-RIOS

First Name MARIAH JULIENNE

Nickname

Alias

Age 13

Gender FEMALE

Height 5'0

Weight 120

Eyes BROWN

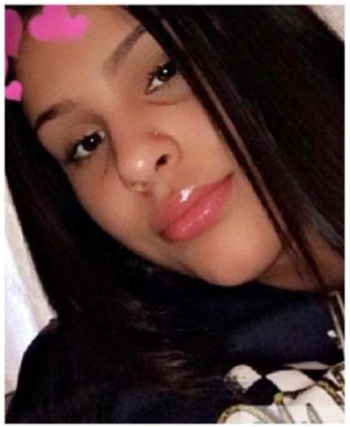
Hair BROWN

Complexion

Race HISPANIC

BirthDate

Last Contact 3/13/2020



Marks

CHILD WAS LAST SEEN IN THE AREA E. CHARLESTON & S. HOLLYWOOD (LAS VEGAS, NV)
CHILD IS INSULINE DEPENDENT AND MAY BE IN NEED OF MEDICAL ASSISTANCE.

ALL HOSPITALS ARE ASKED TO CHECK THEIR REGISTRIES FOR THE MISSING PERSON AND NOTIFY THE POLICE IMMEDIATELY. IT SHOULD BE NOTED THAT HIPAA PERMITS DISCLOSURE UPON REQUEST BY LAW ENFORCEMENT AND IS AUTHORIZED PURSUANT TO 45 C.F.R. SECTION 164.512

LAST SEEN WEARING GREY SWEAT PANTS, AND A CHAMPION SWEAT SHIRT AND BLACK SHOES
CHILD IS WEARING A GRAY BACKPACK

IF YOU HAVE INFORMATION PLEASE CONTACT THE NUMBER LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2020-03-30 @ 11:11 Case: 200300112616 Author: JH/NCS

NIC #

Last Name PULCHER
First Name DIAMOND
Nickname
Alias
Age 15
Gender FEMALE
Height 5'5
Weight 125
Eyes BLUE
Hair BROWN
Complexion
Race CAUCASIAN
BirthDate
Last Contact 3/9/2020



Marks

CHILD WAS LAST SEEN IN THE AREA OF MISSOURI AVE & BOULDER HIGHWAY (LAS VEGAS,NV)

SHE WAS LAST SEEN WEARING DARK SWEATPANTS A RED SHIRT WITH DARK COLORED SHOES

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2020-03-25 @ 16:32 Case: 200200074176 Author: ME/NCS

NIC #

Last Name KAIO

First Name CHEYANN

Nickname

Alias

Age 17

Gender FEMALE

Height 5'6

Weight 215

Eyes BROWN

Hair BLACK

Complexion

Race HAWAIIN AMERICAN

BirthDate

Last Contact 2/26/20

Marks BRACES



CHILD WAS LAST SEEN IN THE AREA OF SILVERADO RANCH AND BERMUDA (LAS VEGAS, NV)

LAST SEEN WEARING JUMPSUIT WITH BLUE JEAN JACKET

MAY BE CARRYING A BACKPACK WITH PERSONAL BELONGINGS

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



