Carolyn G. Goodman, Mayor (At-Large)
Lois Tarkanian, Mayor Pro Tem (Ward 1)
Vacant (Ward 2)
Bob Coffin (Ward 3)
Stavros S. Anthony (Ward 4)
Cedric Crear (Ward 5)
Michele Fiore (Ward 6)

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 3, 2019
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

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. 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

5. Recognition of the Citizen of the Month

6. Recognition of the 2020 Census Effort

7. Recognition of the national champion UNLV Cheer team and Rebel Girls & Company

8. Recognition of April Pools Day

BUSINESS ITEMS - 9 A.M. SESSION

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

PUBLIC COMMENT

BUSINESS ITEMS - 9 A.M. Session

10. 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.

11. For possible action to approve the Final Minutes by reference of the February 20, 2019 Regular City Council Meeting

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

12. For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation of $220,000 for the production of the 2019 Las Vegas Days Rodeo, produced by the Plaza Hotel and Casino at the CORE Arena ($220,000 - License Plate Revenue) - Ward 5 (Crear)

13. For possible action to approve a grant award from the State of Nevada Division of Emergency Management (NDEM), as the funding agency; and the City of Las Vegas, Office of Emergency Management, as grant subrecipient; for the receipt of $5,500 from the Federal Fiscal Year 2017 United Stated Department of Homeland Security Emergency Management Performance Grant (EMPG) to support the City of Las Vegas Emergency Management program through April 30, 2019 - All Wards

14. For possible action to approve a grant award from the State of Nevada Division of Emergency Management (NDEM) for the receipt and appropriation of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2016 Urban Area Security Initiative (UASI) in the amount of $52,889 for the Department of Fire and Rescue Bomb Squad for equipment related to Homeland Security through July 31, 2019 - All Wards

CITY ATTORNEY - CONSENT

15. For possible action to approve continued funding for McDonald Carano to represent the City of Las Vegas in an action filed against it by 180 Land Company, LLC, Case No. A-17-758528-J, in the Eighth Judicial District Court concerning the denial of several land use applications for the development of a portion of the former Badlands Golf Course for an amount not-to-exceed $100,000 (General Fund) - Ward 2 (Vacant)

16. For possible action to approve settlement of Tina Montesano and Steven Montesano v. Raymond Leslie Felmlee and City of Las Vegas, Case No. A-17-754708-C in the Eighth Judicial District Court ($190,000 - Tort Liability Fund)

COMMUNITY SERVICES - CONSENT

17. For possible action to approve the allocation of $250,000 of HOME Investment Partnerships Program Grant Funds to the Silver State Housing for the City Impact Senior Housing Project, located at 978 East Sahara Avenue - Ward 3 (Coffin)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

18. For possible action to approve award of Contract No. 190221-JH, Prime Design Services Contract for Jackson Avenue Complete Street Improvements (H Street to C Street) - Department of Public Works - Award recommended to: WOOD ROGERS, INC. ($183,740 - Road & Flood Capital Projects Fund) Ward 5 (Crear)

19. For possible action to approve award of Contract No. 190224-DD, Prime Design Services Contract for Floyd Lamb Park Sewer Extension located at 9200 Tule Springs Road - Department of Public Works - Award recommended to: GCW, INC. ($208,510 - Sanitation Enterprise Fund) Ward 6 (Fiore)

20. For possible action to approve award of Contract No. 190251-DC, Blanket Services Contract for Construction Manager as Agent and Staff Augmentation Services - Department of Public Works - Award recommended to: ATKINS NORTH AMERICA, INC. (Not-to-Exceed $800,000 Annually - Various Funds)

21. For possible action to approve award of Amendment No.1 to Bid 15.1762.06-JH, 2016 Annual Concrete Replacement and Small Asphalt Patching - Department of Operations and Maintenance - Award recommended to: MIKON CONSTRUCTION COMPANY, INC. ($1,700,000 annually - Street Maintenance Special Revenue Fund, Street Maintenance Capital Projects Fund and Street Maintenance Enterprise Fund) - All Wards

22. For possible action to approve award of Contract No. 190123-JH, Federal Project No. CM-0032(143), Right of Way Services Agreement for the City of Las Vegas Right Turn Intersection Improvements Project – located on Rainbow Boulevard and Cheyenne Avenue, Cheyenne Avenue and Jones Boulevard, Charleston Boulevard and Community College Drive, Merialdo Lane and Charleston Boulevard - Department of Public Works - Award recommended to: OVERLAND, PACIFIC & CUTLER, LLC ($199,865 - Traffic Improvements Capital Projects Fund) Wards 1, 2, 4 and 5 (Tarkanian, Vacant, Anthony and Crear)

23. For possible action to approve award of Contract No. 190223-JH, Prime Design Services Contract for Vegas Drive Over US95 Bridge Widening - Department of Public Works - Award recommended to: LOUIS BERGER U.S. INC. ($800,713 - Road & Flood Capital Projects Fund) Wards 1 and 5 (Tarkanian and Crear) - Ward 1 (Tarkanian), Ward 5 (Crear)

24. For possible action to approve award of Amendment No. 1 to Contract No. 150112-CB, Prime Design Services for Shadow Lane Improvements, located on Shadow Lane and Bearden Lane - Department of Public Works - Award recommended to: HORROCKS ENGINEERS, INC. ($450,000 - Road and Fund Capital Projects Fund) - Ward 1 (Tarkanian)

25. For possible action to approve award of Agreement Refurbishment of Vintage Motel Signs East Fremont Street - 8th Street through 14th Street - Office of the City Attorney - Award recommended to: FEDERAL HEATH SIGN COMPANY, LLC ($672,500 - License Plate Revenue Fund) - Ward 3 (Coffin)

OPERATIONS AND MAINTENANCE - CONSENT

26. For possible action to approve a First Amendment to District Office Lease between the City of Las Vegas and Dina Titus, a Member-Elect of the United States House of Representatives, for the administrative office space located at City Hall, 495 South Main Street - Ward 3 (Coffin)

PLANNING - BUSINESS LICENSING - CONSENT

27. For possible action to approve a Non-Operational Tavern License for a Change of Ownership FROM: WHEEL OF GOLD, INC. TO: JACKPOT JOANIE'S DW, LLC dba LUCKY 7'S LOUNGE at 608 North Rainbow Boulevard [Ronald W. Winchell, Managing Member] - Ward 1 (Tarkanian)

28. For possible action to approve a Restaurant with Alcohol License for WILD THYME GROUP LAS VEGAS, INC. dba BENZAA CANTINA DE OSXACA at 7585 Norman Rockwell Lane [Heinrich Stasiuk, President, Secretary, Treasurer, Director, Shareholder] - Ward 6 (Fiore)

29. For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: KA MANAGEMENT VEGAS, INC. TO: NEVADA AK, INC. dba AM/PM-SOUTH DECATUR ARCO #413 at 1625 South Decatur Boulevard - Ward 1 (Tarkanian)

30. For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: KA MANAGEMENT VEGAS, INC. TO: NEVADA AK, INC. dba AM/PM-NORTH RANCHO ARCO #414 at 4371 North Rancho Drive - Ward 4 (Anthony)

PUBLIC WORKS - CONSENT

31. For possible action to authorize staff to condemn, for the purchase of property rights for the Grand Teton Overpass at US 95, APN 125-17-102-001 ($60,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

32. For possible action to authorize staff to grant easement interests to utility companies in furtherance of the Symphony Park Parking Garage Project, in the vicinity of South City Parkway and Robin Leach Lane, APN 139-34-211-004 - Ward 5 (Crear)

RESOLUTIONS - CONSENT

33. R-11-2019 - 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 The LaJolla Development Group LLC (Owner) located at 1924 Fremont Street (APN 139-35-803-004), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area 1 Ward 3 (Coffin) [NOTE: This item is related to RDA Item 6 (RA-2-2019)]

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

34. Report by Tom Perrigo, Executive Director of Community Development, and representatives from NV Energy and Tenaska Power Services concerning the provision of renewable electric retail power to the City and discussion for possible action regarding the options for the City Council's selection regarding energy provisions - All Wards

35. Report by Lorna James-Cervantes, School Associate Superintendent, Clark County School District, to provide a status update on various matters in the Clark County School District - All Wards

36. Report by Robert R. Ulmer, Dean of the UNLV Greenspun College of Urban Affairs, and Tom Perrigo, Executive Director of Community Development, regarding a Partnership between the University of Nevada, Las Vegas and the City of Las Vegas to Develop a Community Resilience Framework - All Wards

37. Report by John Entsminger, General Manager of the Southern Nevada Water Authority, and Tom Perrigo, Executive Director for Community Development, concerning water conservation efforts within the City of Las Vegas and across the region - All Wards

38. Discussion for possible action regarding a new five year contract agreement between the Las Vegas Peace Officers Supervisors Association (LVPOSA) and the City of Las Vegas (CLV) ($576,000 - General Fund)

CITY ATTORNEY - DISCUSSION

39. Discussion for possible action to approve a petition for writ relief in 180 Land Company, LLC v. City of Las Vegas, Case No. A-17-758528-J in the Eighth Judicial District Court - All Wards

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

40. Discussion for possible action regarding a Second Amended and Restated Cooperation Agreement between the City of Las Vegas (City) and the City of Las Vegas Redevelopment Agency (Agency) in which the City will provide the Agency staff assistance, supplies and services and Agency will reimburse the City for all costs incurred for services - Redevelopment Areas 1 and 2 - Wards 1, 3 and 5 (Tarkanian, Coffin and Crear) [NOTE: This item is related to RDA Item 5]

FINANCE - DISCUSSION

41. Discussion for possible action regarding the recommended Fiscal Year 2020 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency - All Wards [NOTE: This item will be heard after the Planning Discussion items]

PLANNING - BUSINESS LICENSING - DISCUSSION

42. Discussion for possible action regarding the approval of a Tavern-Limited License RED WOLF DEAD, LLC dba BEAUTY BAR at 517 Fremont Street, Suite #150 - Ward 3 (Coffin)

43. Discussion for possible action regarding the approval of a Tavern License for a Change of Ownership FROM: HRE HOLDINGS, LLC TO: FAT TUESDAY-NEONOPOLIS, LLC dba FAT TUESDAY at 450 Fremont Street, Suite #101 - Ward 5 (Crear)

PUBLIC WORKS - DISCUSSION

44. Public hearing on local improvement district for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance - FY2020) - Ward 1 (Tarkanian)

45. Public hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2020 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

RESOLUTIONS - DISCUSSION

46. R-12-2019 - Discussion for possible action to approve a Resolution for a Partnership between University of Nevada, Las Vegas-Greenspun College of Urban Affairs and City of Las Vegas to Develop a Community Resilience Framework - All Wards

BOARDS AND COMMISSIONS - DISCUSSION

47. Discussion for possible action regarding the appointment of nominee James Wright to the Southern Nevada Health District Public Health Advisory Board

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

48. Bill No. 2019-6 - For possible action - Amends the Land Use Tables contained in LVMC 19.12.010 to provide that the use "Crop Production" is allowed in the C-1 and C-2 Zoning Districts as a conditional use. Sponsored by: Councilman Steven G. Seroka

49. Bill No. 2019-7 - For possible action - Amends LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet. Sponsored by: Councilwoman Michele Fiore

50. Bill No. 2019-8 - For possible action - Amends the Interim Downtown Las Vegas Development Standards set forth in Appendix F of the Unified Development Code (Title 19) to adopt specific wall and fence standards for Area 2 of the Downtown Las Vegas Overlay District. Sponsored by: Councilman Bob Coffin (by request of staff)

51. Bill No. 2019-9 - For possible action - Amends LVMC 19.06.120 to remove the building height limitation generally applicable to main buildings in the R-4 Zoning District. Sponsored by: Mayor Carolyn G. Goodman

52. Bill No. 2019-10 - For possible action - Amends various provisions of LVMC Titles 6 and 19 to establish the licensing and land-use means and limitations by which brew pubs and ancillary brew pubs may sell malt beverages for off-premise consumption. Sponsored by: Councilman Bob Coffin

53. Bill No. 2019-11 - For possible action - Amends various provisions of LVMC Title 6 and Title 19 to establish a new alcoholic beverage licensing category designated "tavern-restricted," to be available only along a limited segment of West Sahara Avenue, and to establish licensing, land-use and gaming regulations and restrictions pertaining thereto. Sponsored by: Councilwoman Lois Tarkanian

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.

54. Bill No. 2018-61 - Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations. Sponsored by: Councilman Bob Coffin

55. Bill No. 2019-5 - Amends LVMC 2.60.070 to adopt the most recent versions of the Nevada Local Government Records Management Program Manual and related Local Government Records Retention Schedules. Proposed by: LuAnn D, Holmes, City Clerk

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.

56. Bill No. 2019-12 - Amends the Town Center Development Standards Manual to allow the use "Marijuana Dispensary" in specified land use districts by means of special use permit, and adopts clarifying language regarding the waivability of certain special use permit requirements. Sponsored by: Councilwoman Michele Fiore

NOT TO BE HEARD BEFORE 11 A.M. - 57 THROUGH 72

BUSINESS ITEMS - 11 A.M. Session

57. Any items from the 11 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.

PLANNING

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

PLANNING - CONSENT

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

58. EOT-75771 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-66445) FOR A 4,000 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) WITH A WAIVER TO ALLOW A 339-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 1,500 FEET IS REQUIRED at the southeast corner of Deer Springs Way and Hualapai Way (APNs 125-19-313-002 through 007), C-1 (Limited Commercial) Zone, Ward 6 (Fiore) [PRJ-75765]. Staff recommends APPROVAL.

59. EOT-75772 - EXTENSION OF TIME RELATED TO EOT-75771 - SPECIAL USE PERMIT - APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-66446) FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE WITH A WAIVER TO ALLOW A 339-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at the southeast corner of Deer Springs Way and Hualapai Way (APNs 125-19-313-002 through 007), C-1 (Limited Commercial) Zone, Ward 6 (Fiore) [PRJ-75765]. Staff recommends APPROVAL.

60. EOT-75782 - EXTENSION OF TIME RELATED TO EOT-75771 AND EOT-75772 - SPECIAL USE PERMIT - APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-66444) FOR A CAR WASH, FULL SERVICE OR AUTO DETAILING USE at the southeast corner of Deer Springs Way and Hualapai Way (APNs 125-19-313-002 through 007), C-1 (Limited Commercial) Zone, Ward 6 (Fiore) [PRJ-75765]. Staff recommends APPROVAL.

61. EOT-75842 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC. - For possible action on a request for an Extension of Time of an approved Variance (VAR-67919) TO ALLOW 166 PARKING SPACES WHERE 232 SPACES ARE REQUIRED AND TO ALLOW NO LOADING SPACES WHERE FOUR LOADING SPACES ARE REQUIRED on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue (APNs 139-27-702-009, 012, 013 and 015), M (Industrial) Zone, Ward 5 (Crear) [PRJ-75516]. Staff recommends APPROVAL.

62. EOT-75843 - EXTENSION OF TIME RELATED TO EOT-75842 - VARIANCE - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC. - For possible action on a request for an Extension of Time of an approved Variance (VAR-67920) TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue (APNs 139-27-702-009, 012, 013 and 015), M (Industrial) Zone, Ward 5 (Crear) [PRJ-75516]. Staff recommends APPROVAL.

63. EOT-75844 - EXTENSION OF TIME RELATED TO EOT-75842 AND EOT-75843 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC. - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-67921) FOR A PROPOSED 69,500 SQUARE-FOOT OFFICE AND WAREHOUSE COMPLEX WITH A WAIVER TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER ON PORTIONS OF THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue (APNs 139-27-702-009, 012, 013 and 015), M (Industrial) Zone, Ward 5 (Crear) [PRJ-75516]. Staff recommends APPROVAL.

PLANNING - DISCUSSION

64. ZON-75115 - ABEYANCE ITEM - REZONING - PUBLIC HEARING - APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC - For possible action on a request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-O (PROFESSIONAL OFFICE) on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029), Ward 3 (Coffin) [PRJ-75014]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

65. SDR-75117 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-75115 - PUBLIC HEARING - APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 6,500 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS OF TITLE 19.08 DEVELOPMENT STANDARDS AND TITLE 19.12 PARKING STANDARDS on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029), R-1 (Single Family Residential) Zone [PROPOSED: P-O (Professional Office)], Ward 3 (Coffin) [PRJ-75014]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

66. SUP-75033 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

67. SUP-75150 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ANA ORTEGA - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Vacant) [PRJ-75050]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

68. WVR-75200 - ABEYANCE ITEM – WAIVER - PUBLIC HEARING - APPLICANT/OWNER: MICHAEL ERIC CATMULL - For possible action on an Appeal of the Denial by the Planning Commission on a request for a Waiver TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED AND ZERO PARKING SPACES WHERE FOUR ARE REQUIRED FOR A PROPOSED TWO-FAMILY DWELLING at 415 North 9th Street (APN 139-34-512-096), R-3 (Medium Density Residential) Zone, Ward 5 (Crear) [PRJ-74918]. The Planning Commission (6-1 vote) and Staff recommend DENIAL.

69. SDR-75333 - ABEYANCE ITEM – SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: NSA PROPERTY HOLDING, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 302-UNIT, 39,400 SQUARE-FOOT MINI-STORAGE FACILITY WITH A WAIVER TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE WEST, SOUTH AND EAST PROPERTY LINES WHERE EIGHT FEET IS REQUIRED AND A 10-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE NORTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 1.49 acres at 3301 Meade Avenue (APN 162-08-303-006), M (Industrial) Zone, Ward 1 (Tarkanian) [PRJ-74613]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

SET DATE

70. 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

71. 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

72. Council Member Recognition: Comments made by individual City Council Members during this portion of the agenda will not be acted upon by the City Council unless that subject is on the agenda and scheduled for action.

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This meeting has been properly noticed and posted at the following locations:

City Hall, 495 South Main Street, 1st Floor

Clark County Government Center, 500 South Grand Central Parkway

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

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 3, 2019

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 3, 2019

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
5

DEPARTMENT: Communications **Ceremonial**
DIRECTOR: David Riggleman

SUBJECT:
Recognition of the Citizen of the Month

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Citizen of the Month Certificate for Kevin Orrock and Photos

City of Las Vegas

Citizen of the Month

Presented to

Kevin Orrock

On the 3rd of April 2019

CITY OF LAS VEGAS NEVADA

Mayor Carolyn G. Goodman

Mayor Pro Tem Lois Tarkanian

Councilman Stavros S. Anthony

Councilman Bob Coffin

Councilman Steven G. Seroka

Councilwoman Michele Fiore

Councilman Cedric Crear


S VEGAS BALLPARK


LAS VEGAS BALLPARK



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



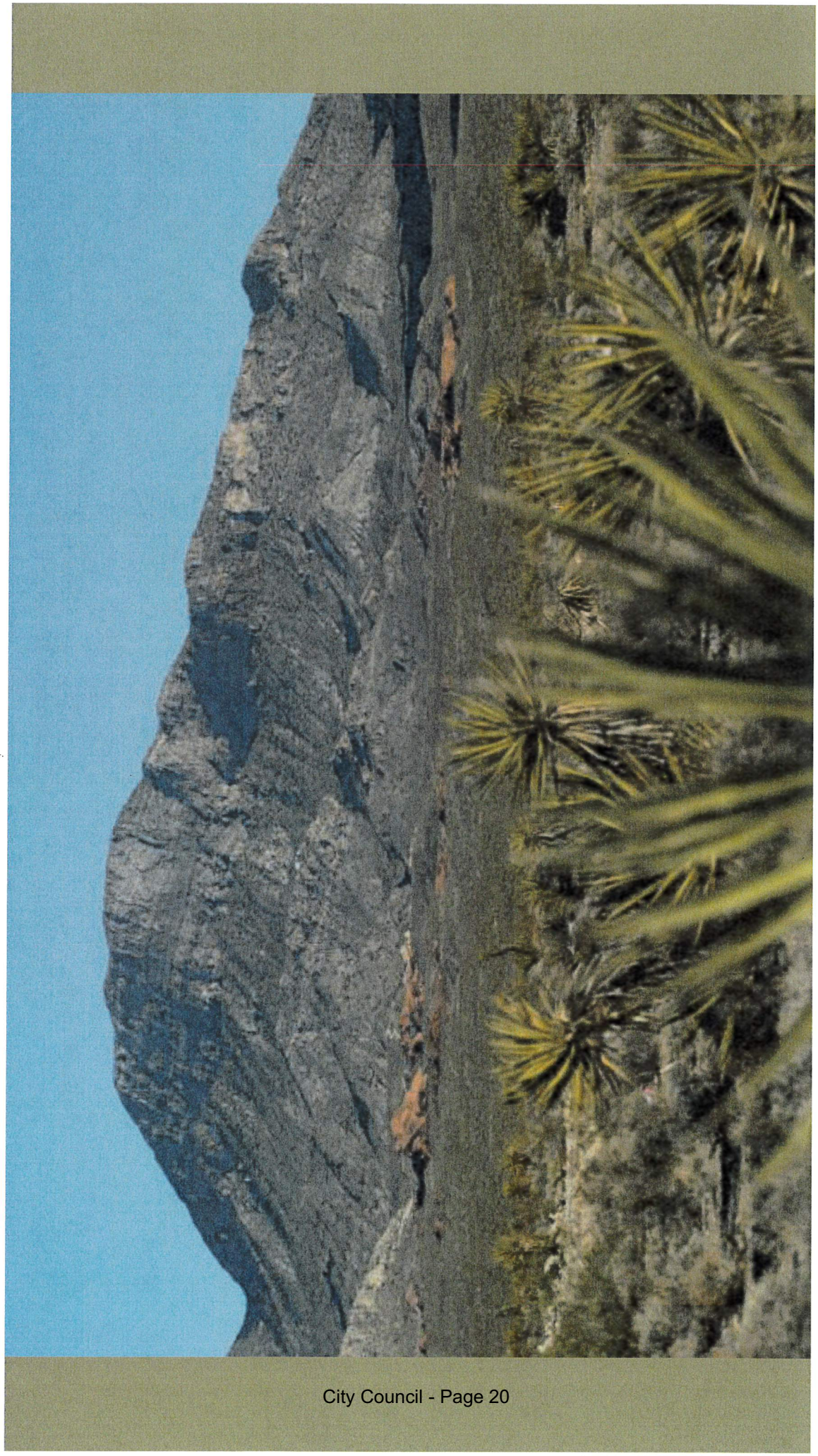
EAST ELEVATION

Howard Hughes
THE HOWARD HUGHES CORPORATION

LVMPD SUMMERLIN AREA COMMAND

EXTERIOR ELEVATIONS

kga



AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
6

DEPARTMENT: Communications **Ceremonial**
DIRECTOR: David Riggleman

SUBJECT:
Recognition of the 2020 Census Effort

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Census 2020 Informational Slide and Copy of Proclamation for Census 2020 Day

Shape your future
START HERE >

United States® Census 2020

Website
www.census.gov

Recruiting
www.2020census.gov/jobs
1-855-562-2020

Partnership Specialist
Arlene Alvarez
arlene.alvarez@2020census.gov
(725) 666-3263



United States Census Bureau
U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov

From the office of the Mayor

Proclamation

WHEREAS; THE UNITED STATES GOVERNMENT WILL BE UNDERTAKING THE DECENNIAL CENSUS IN THE YEAR 2020; AND

WHEREAS; THE CENSUS IS VITAL TO THE CITY OF LAS VEGAS IN THAT IT DETERMINES THE APPORTIONMENT OF SEATS IN THE UNITED STATES HOUSE OF REPRESENTATIVES AND NEVADA STATE LEGISLATURE AND IS THE BASIS FOR THE ALLOCATION OF BILLIONS OF DOLLARS IN FEDERAL, STATE, AND COUNTY FUNDING FOR TRANSPORTATION, SOCIAL, AND OTHER PROGRAMS; AND

WHEREAS; THE CENSUS IS ALSO USED TO HELP DETERMINE WHERE TO LOCATE PUBLIC SERVICES AND FACILITIES SUCH AS SCHOOLS, DAY CARE CENTERS, SENIOR CITIZEN CENTERS, HOSPITALS, AND FIRE AND POLICE STATIONS; AND

WHEREAS; THE CITY OF LAS VEGAS PLACES A HIGH PRIORITY ON DOCUMENTING GROWTH IN THE HOPES OF IMPROVING THE QUALITY OF LIFE FOR OUR CITY'S RESIDENTS; AND

WHEREAS; THE CITY OF LAS VEGAS JOINS WITH THE U.S. CENSUS BUREAU IN RECOGNIZING THE NEED FOR LOCAL PARTNERSHIPS TO HELP SPREAD THE WORD ABOUT THE IMPORTANCE OF THE CENSUS AND THE CONFIDENTIALITY OF THE INFORMATION COLLECTED; NOW

THEREFORE; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM APRIL 3, 2019, AS:

Census 2020 Day

IN THE CITY OF LAS VEGAS AND CALL ON ALL RESIDENTS TO PARTICIPATE IN THIS MOST IMPORTANT ENDEAVOR.

IN WITNESS WHEREOF:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 3RD DAY OF APRIL 2019

HONORABLE CAROLYN G. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
7

DEPARTMENT: Communications **Ceremonial**
DIRECTOR: David Riggleman

SUBJECT:
Recognition of the national champion UNLV Cheer team and Rebel Girls & Company

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copies of Certificates of Recognition for University of Nevada, Las Vegas Cheer Team and Rebel Girls and Company

City of Las Vegas

Office of the City Council

Certificate of Recognition

University of Nevada, Las Vegas

Cheer Team

Division IA- National Champions

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize the University of Nevada, Las Vegas Cheer Team for their first National Championship. On behalf of the City of Las Vegas, we extend our appreciation for their exemplary service and dedication to the Las Vegas community. Thank you!

April 3, 2019

Mayor Carolyn G. Goodman

Mayor Pro Tem Lois Tarkanian

Councilman Stavros S. Anthony

Councilman Bob Coffin

Councilwoman Michele Fiore

Councilman Cedric Crear

City of Las Vegas

Office of the City Council

Certificate of Recognition

UNLV Cheer Team - National Champion

Aja Amador

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Aja Amador for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

Mayor Carolyn G. Goodman

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Certificate of Recognition

UNLV Cheer Team - National Champion

Carlee Anderson

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Carlee Anderson for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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City of Las Vegas

Office of the City Council

Certificate of Recognition

UNLV Cheer Team - National Champion

Hannah Anselmo

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Hannah Anselmo for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Certificate of Recognition

UNLV Cheer Team - National Champion

Sarah Augente

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Sarah Augente for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Certificate of Recognition

UNLV Cheer Team - National Champion

Chelsea Baker

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Chelsea Baker for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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UNLV Cheer Team - National Champion

Madison Baker

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Madison Baker for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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UNLV Cheer Team - National Champion

Mallory Robyn Bali

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Mallory Robyn Bali for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Clare Barker

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Clare Barker for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Julia Bresnan

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Julia Bresnan for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Alexa Buttars

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Alexa Buttars for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Camrynne Cruz

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Camrynne Cruz for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Kaitlyn Curtis

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Kaitlyn Curtis for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Brittany Dickson-Schneider

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Brittany Dickson-Schneider for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Chelsea Diedrich

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Chelsea Diedrich for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Jennifer Embrogno

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Jennifer Embrogno for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Lauren Gleason

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Lauren Gleason for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Amber Goto

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Amber Goto for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Marisa Harriet

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Marisa Harriet for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Deja Henson-Moore

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Deja Henson-Moore for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Micah Jordan

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Micah Jordan for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Cabria Kirby

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Cabria Kirby for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Alexis League

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Alexis League for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Carley Lent

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Carley Lent for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Asia Lewis

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Asia Lewis for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Jourdan Loera

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Jourdan Loera for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Emily Magro

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Emily Magro for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Siena Mancuso

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Siena Mancuso for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Gillian Maraccini

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Gillian Maraccini for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Lauren Mausbach

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Lauren Mausbach for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Dajonai Mclin

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Dajonai Mclin for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Gabriela Mcnitzky

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Gabriela Mcnitzky for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Gabby Naccarato

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Gabby Naccarato for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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UNLV Cheer Team - National Champion

Kassie Nakaya

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Kassie Nakaya for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Taylor Novak

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Taylor Novak for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Aubri Shriver

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Aubri Shriver for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Abigail Stockwell

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Abigail Stockwell for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Breauna Stott

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Breauna Stott for earning a National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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University of Nevada, Las Vegas

Rebel Girls & Company

Division IA- National Champions

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize the University of Nevada, Las Vegas Rebel Girls & Company for their second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for their exemplary service and dedication to the Las Vegas community. Thank you!

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UNLV Rebel Girls & Company - National Champion

Sidney Bellamy

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Sidney Bellamy for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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UNLV Rebel Girls & Company - National Champion

Jaci Calderella

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Jaci Calderella for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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UNLV Rebel Girls & Company - National Champion

Lucy Chandler

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Lucy Chandler for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Tess Corda

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Tess Corda for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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UNLV Rebel Girls & Company - National Champion

Cailyn Cota

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Cailyn Cota for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Ariana Ellis

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Ariana Ellis for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Emiliana Embrogno

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Emiliana Embrogno for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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Tyrone Estanislao

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Tyrone Estanislao for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

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UNLV Rebel Girls & Company - National Champion

Ashton Gammarano

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Ashton Gammarano for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

Mayor Carolyn G. Goodman

Mayor Pro Tem Lois Tarkanian

Councilman Stavros S. Anthony

Councilman Bob Coffin

Councilwoman Michele Fiore

Councilman Cedric Crear

City of Las Vegas

Office of the City Council

Certificate of Recognition

UNLV Rebel Girls & Company - National Champion

Jayd'n Harris

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Jayd'n Harris for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Gage Johnson

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Gage Johnson for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Danzi Jones

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Danzi Jones for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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UNLV Rebel Girls & Company - National Champion

Caroline Kampschroeder

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Caroline Kampschroeder for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Alya Kretchman

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Alya Kretchman for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Certificate of Recognition

UNLV Rebel Girls & Company - National Champion
Michelle Lasso

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Michelle Lasso for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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UNLV Rebel Girls & Company - National Champion
Mikhayla Milner

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Mikhayla Milner for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Taylor Nagai

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Taylor Nagai for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Zora Nettingham

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Zora Nettingham for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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UNLV Rebel Girls & Company - National Champion Caroline Nowack

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Caroline Nowack for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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UNLV Rebel Girls & Company - National Champion

Franco-Miguel Paraiso

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Franco-Miguel Paraiso for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Alexis Petersen

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Alexis Petersen for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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UNLV Rebel Girls & Company - National Champion

Jada Pittman

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Jada Pittman for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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UNLV Rebel Girls & Company - National Champion

Makenna Pittman

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Makenna Pittman for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Councilman Cedric Crear

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Ashley Schobert

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Ashley Schobert for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Kaci Shupe

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Kaci Shupe for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Gabriella Simmons

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Gabriella Simmons for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Certificate of Recognition

UNLV Rebel Girls & Company - National Champion

Cierra Slade

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Cierra Slade for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Councilman Cedric Crear

City of Las Vegas

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Certificate of Recognition

UNLV Rebel Girls & Company - National Champion Haley Tekely

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Haley Tekely for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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Councilman Cedric Crear

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Certificate of Recognition

UNLV Rebel Girls & Company - National Champion

Jordan Voisin

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Jordan Voisin for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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UNLV Rebel Girls & Company - National Champion

Jeremiah Williams

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Jeremiah Williams for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

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UNLV Rebel Girls & Company - National Champion

Sheridan Ackermann

Councilwoman Michele Fiore and the Las Vegas City Council would like to recognize Sheridan Ackermann for earning a second consecutive National Championship. On behalf of the City of Las Vegas, we extend our appreciation for your exceptional leadership and dedication in the Las Vegas community. Thank you!

April 3, 2019

Mayor Carolyn G. Goodman

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Councilman Stavros S. Anthony

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Councilwoman Michele Fiore

Councilman Cedric Crear

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
8

DEPARTMENT: Communications **Ceremonial**
DIRECTOR: David Riggleman

SUBJECT:
Recognition of April Pools Day

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Proclamation for April Pools Day

City of Las Vegas
Office of the City Council

Proclamation

Whereas; the citizens of the city of Las Vegas recognize that drowning is a leading cause of accidental death of children four years of age and younger. During the past 12 years, on average, eight children have drowned in Southern Nevada each year; and

Whereas; the majority of drownings occur in backyard swimming pools, and pools pose a particular danger to children, especially babies and toddlers;

Whereas; there are more than 101,000 backyard swimming pools in Southern Nevada, most constructed prior to 2003 when the code was changed to require secondary barriers, further prohibiting young children from accessing a pool without an adult present. These older neighborhoods are where the majority of drownings occur; and

Whereas; on April 1st each year, the Southern Nevada Child Drowning Prevention Coalition holds its annual Water Safety event to bring public awareness to Southern Nevada; and

Whereas; the city of Las Vegas is dedicated to promoting water safety and responding to water related emergencies by Las Vegas Fire & Rescue crews as quickly as possible; and now

Therefore; we, the Mayor and Members of the Las Vegas City Council, do hereby take great pride in proclaiming April 1, 2019 as:

April Pools Day

In the City of Las Vegas and urge all citizens and employees to join us in celebrating ***April Pools Day*** and to recognize the importance of drowning prevention and awareness education on this very important issue.

Mayor Carolyn G. Goodman

Mayor Pro Tem Lois Tarkanian | Councilman Stavros S. Anthony | Councilman Bob Coffin

Councilwoman Michele Fiore | Councilman Cedric Crear

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
9

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 3, 2019

Agenda Item No.:
10

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 3, 2019

Agenda Item No.:
11

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the February 20, 2019 Regular City Council Meeting

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
12

DEPARTMENT: Administrative Services **CONSENT**
DIRECTOR: Ted Olivas

SUBJECT:
For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation of $220,000 for the production of the 2019 Las Vegas Days Rodeo, produced by the Plaza Hotel and Casino at the CORE Arena ($220,000 - License Plate Revenue) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $220,000
Funding Source: License Plate Revenue
Dept./Division: Commission for the Las Vegas Centennial

PURPOSE/BACKGROUND:
A fund request in the amount of $220,000 was approved by the Commission for the Las Vegas Centennial at the January 28, 2019 Board meeting for the production expenses related to the 2019 Las Vegas Days Rodeo. Per the operating agreement with the Commission for the Las Vegas Centennial, any funding over $100,000 must have Council ratification.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Centennial Grant Agreement with The Plaza Hotel and Casino

CENTENNIAL GRANT AGREEMENT
WITH
THE PLAZA HOTEL & CASINO, LLC

THIS CENTENNIAL GRANT AGREEMENT ("Agreement") is made and entered into this _____ day of March 2019 (the "Effective Date"), by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada nonprofit corporation (the "Commission"), and THE PLAZA HOTEL & CASINO, LLC, a limited liability company duly organized in the State of Nevada ("Plaza").

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 Las Vegas Helldorado event began in 1935. Over the years, the Helldorado event included both a parade and a rodeo; and

WHEREAS, since 2005, the Commission has provided grant funds towards the events of the Las Vegas Helldorado Days ("Helldorado Days") to continue with the preservation of a long standing community event in the City; and

WHEREAS, the Plaza has submitted a Centennial Grant application requesting Centennial grant funds to be used for the production of the Las Vegas Days Rodeo as part of Helldorado Days in 2019; and

WHEREAS, the Commission desires to provide Centennial Grant funds 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 Plaza 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 Plaza hereby accepts a grant in the amount of Two Hundred Twenty Thousand Dollars ($220,000.00) (the "Centennial Funds") which will be used for the production of the Las Vegas Days Rodeo to be held on May 10-11 2019. The Commission and the Plaza acknowledge that the location of the 2019 Las Vegas Days Rodeo will be at the Core Arena located at the Plaza, 1 Main Street, Las Vegas, NV 89101 ("Rodeo Location Site").

2. **ELIGIBLE RODEO PRODUCTION COSTS.** The Plaza agrees that the Centennial Funds shall be used specifically for expenses relating to the production of the 2019 Las Vegas Days Rodeo (the "Eligible Rodeo Production Costs") as generally described on the Budget attached to this Agreement as Exhibit "A" and incorporated herein, or as otherwise agreed in writing by the Executive Director. The Plaza agrees that any expenses not listed or related to those listed on Exhibit "A" are deemed ineligible for reimbursement and shall be the responsibility of the Plaza (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 Plaza and not the Commission.

3. **PAYMENT TO THE PLAZA.** Commission agrees to reimburse the Plaza for Eligible Rodeo Production Costs incurred by the Plaza up to the maximum amount of the Centennial Funds. In order to receive a payment of the Centennial Funds, the Plaza 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 Rodeo Production Costs. The Executive Director shall review and request further documentation as deemed necessary by the Executive Director to determine that such expenses constitute Eligible Rodeo Production Costs. All checks to the Plaza shall be made payable to The Plaza Hotel & Casino, 1 Main Street, Las Vegas, Nevada 89101. 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 Plaza and the "Final Report" (defined in Section 15 below) of the 2019 Las Vegas Days Rodeo as required in Section 15 of this Agreement has been submitted and approved by the Commission (the "Term").

5. **OPTION TO REQUEST CENTENNIAL FUNDS FOR RODEO.** The Plaza shall have the option to annually request Centennial Funds for future rodeo events in the City subject to the Plaza's satisfactory compliance with the terms of this Agreement and there is no default of the Plaza's obligations required hereunder. At the time of each annual request, the Plaza shall submit a new budget for the applicable upcoming rodeo event, which may be approved by the Commission. There is no guarantee that the Commission will authorize any future Centennial Funds to the Plaza.

6. **2019 RODEO EVENT DATES.** The Plaza represents that the 2019 Las Vegas Days Rodeo will be held on May10-11, 2019, which dates coincide with the anniversary date of the founding of the City and the annual Helldorado Parade.

7. **RODEO LOCATION SITE.** The Plaza and Commission acknowledge that the 2019 Las Vegas Days Rodeo will be held at the Core Arena at the Plaza, located at 1 Main Street, Las Vegas, Nevada 89101, within the incorporated boundaries of the City.

8. **COMMISSION AS TITLE SPONSOR.** The Plaza shall acknowledge and treat the Commission as a "Title Sponsor" of the 2019 Las Vegas Days Rodeo, including the related

events ("Las Vegas Days Events"), with signage, promotional presence and other elements as mutually agreed to by the Plaza and the Commission, including, but not limited to, print media, public address announcements, television and electronic media (provided, however, that the Plaza shall have the right to have third party sponsors as well). The Commission shall have the right to provide input on any marketing messages for the Las Vegas Days Events produced by the Plaza solely to ensure the historic accuracy of the message. For all media interviews relating to the Plaza-produced Las Vegas Days Events held in the City, the Plaza agrees to invite a representative of the Commission to participate to the extent reasonably possible.

9. [INTENTIONALLY OMITTED]

10. **SPACE AND BANNERS AT RODEO LOCATION SITE.** The Plaza agrees to produce a minimum of twelve (12) banners on the history of the City, which will be displayed throughout the Rodeo Location Site. At the request of the Commission, the Plaza will offer space to Commission-produced events; however, the availability of such space shall be as reasonably determined by the Plaza due to the timing and location of Plaza-produced events.

11. [INTENTIONALLY OMITTED]

12. [INTENTIONALLY OMITTED]

13. **DOWNTOWN EVENTS.** The Plaza shall promote and use its best efforts to attend the events related to Las Vegas Helldorado Days, which are not produced by the Plaza including, but not limited to Helldorado Parade events in downtown Las Vegas, Fremont Street Experience, and Las Vegas City Hall.

14. **VIP ACCESS.** The Plaza agrees to provide VIP seating at the Rodeo Location Site for thirty (30) people, which includes the Commission and guests of the Commission. If suites are available at the location of the 2019 Rodeo Location Site, the Plaza further agrees to provide one (1) complimentary suite at the Rodeo Location Site for all 2019 Las Vegas Days Rodeo performances to the Commission.

15. **FINAL REPORT TO COMMISSION.** Within ninety (90) days of the conclusion of the 2019 Las Vegas Days Rodeo, the Plaza agrees to submit a final report to the Commission ("Final Report") which will include (a) an accounting of the expenditures incurred by the Plaza, including a detailed report of how the Centennial Funds were used; and (b) the elements of the commemoration of the history of Las Vegas.

16. **APPLICABLE LAW AND STATUTES.** The Plaza shall comply with all applicable federal, state and local laws and regulation relative to producing the Las Vegas Days Rodeo and related events in the City of Las Vegas and the County of Clark, Nevada. 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.

17. **INSURANCE.** The Plaza shall procure and maintain during the Term of this Agreement:

(a.) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Plaza's performance of this Agreement in a policy limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for body injury, products, completed operations, personal injury and property damages. Such coverage shall be made on an occurrence basis and not on a claims made basis; and

(b.) Workers' Compensation Insurance protecting the Plaza from potential Plaza employee claims based upon job-related sickness, injury or accident during the performance of this Agreement.

(c.) The Plaza shall provide required insurance certificates with the Commission named as an additional insured on the policy described in subsection (a.) above.

18. INDEMNIFICATION. Notwithstanding any of the insurance required set forth in this Agreement, the Plaza 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 the Plaza, its officers, employees or agents in the performance of the terms, conditions and covenant of this Agreement. The Plaza'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.

19. TERMINATION FOR DEFAULT. The Commission may, by written notice of default to the Plaza, terminate this Agreement in whole or in part, if the Plaza fails to:

(a.) Produce the 2019 Las Vegas Days Rodeo; or

(b.) Perform any of the other "material" provision of the Agreement.

For purposes of this Agreement, "material" connotes the concept of significance, as opposed to triviality, and its materiality shall be measured in its total context. The Commission's right to terminate this Agreement under the above subsections may be exercised if the Plaza does not cure such failure within twenty (20) calendar days after notice specifying such failure is provided by Commission to the Plaza in accordance with the Notices provision in Section 24. Upon termination of this Agreement, the Commission shall not be responsible to the Plaza for any further payments from the Centennial Funds provided by this Agreement, and the Plaza agrees not to request any further payment of the Centennial Funds provided herein.

20. INDEPENDENT CONTRACTOR. The Plaza is an independent contractor under this Agreement and shall not be deemed a partner, joint venturer or employee of the Commission.

21. ASSIGNMENT. The Plaza may not assign its rights nor delegate its duties under this Agreement without the written consent of the Commission. Any assignment or delegation shall not relieve any party of its obligations under this Agreement.

22. **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.

23. **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.

24. **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 Commission:	Commission for the Las Vegas Centennial c/o Esther Reincke, Executive Director 495 S. Main Street, 1st Floor Las Vegas, Nevada 89101 Email: ereincke@lasvegasnevada.gov Phone: 702-229-6672 Facsimile: 702-464-5754
If to The Plaza:	The Plaza Hotel & Casino, LLC Attention: Sharon R. Skancke 1 Main Street Las Vegas, Nevada 89101 Email: Sharon.skancke@plazahotelcasino.com Phone: 702-386-2342 Facsimile: 702-386-2338

25. **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.

26. **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.

27. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the Commission and the Plaza. It supersedes all prior and contemporaneous

communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Commission and the Plaza have executed this Agreement as of the Effective Date.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Carolyn G. Goodman, President

ATTEST:

Esther Reincke, Secretary

APPROVED AS TO FORM:

Seth T. Floyd
Deputy City Attorney 3/11/19

Deputy City Attorney Date

THE PLAZA HOTEL & CASINO, LLC

By: _____
Sharon R. Skancke, Chief Financial Officer

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
13

DEPARTMENT: Administrative Services **CONSENT**
DIRECTOR: Ted Olivas

SUBJECT:
For possible action to approve a grant award from the State of Nevada Division of Emergency Management (NDEM), as the funding agency; and the City of Las Vegas, Office of Emergency Management, as grant subrecipient; for the receipt of $5,500 from the Federal Fiscal Year 2017 United Stated Department of Homeland Security Emergency Management Performance Grant (EMPG) to support the City of Las Vegas Emergency Management program through April 30, 2019 - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the NDEM will facilitate the transfer of $5,500 in reimbursement funds to the City of Las Vegas in support of the Emergency Management program. The funding enables the City of Las Vegas to recover Office of Emergency Management training costs associated with the Integrated Emergency Management Course conducted March 11-14, 2019.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. FFY17 EMPG Grant Award
2. Budget Request Detail by Category
3. Standard Assurances for Nevada DEM Federal Grant Programs

Steve Sisolak
Governor

Nevada Department of Public Safety

George Togliatti
Director

Caleb S. Cage
Chief

Nevada Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone: (775) 687-0300 • Fax: (775) 687-0322 • https://dem.nv.gov

March 13, 2019

Mayor Carolyn G. Goodman
City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

Dear Mayor Goodman:

The Nevada Division of Emergency Management (NDEM) is pleased to enclose the Federal Fiscal Year 2017, Emergency Management Performance Grant (EMPG) award in the amount of $5,500.00.

The grant performance period is January 1, 2019 through April 30, 2019. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Should there be a need for modifications to the approved budget; advance approval is required from this Division through a "Project Change Request" form. The federal assurances, grant management guide along with the grant award documents, have been updated for the FFY 2017 grant cycle. Please review these documents carefully to ensure compliance.

Please sign the original award, confirmation copy, federal assurances, grant management guide and return the original grant award, the signed federal assurances and signed grant management guide to the Nevada Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget, a copy of the assurances and a copy of the grant management guide for your records.

If you have any questions, or if we can be of assistance with the administration of this grant, please contact Lorayn Walser, Emergency Management Performance Grant Section, Nevada Division of Emergency Management, at (775) 687-0327.

Best Regards,

Caleb S. Cage

CSC/slp

Attachments: Grant Award
Budget
Assurances
Grant Management Guide

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Sub Grant Award		
	FAIN NUMBER:	EMF-2017-EP-00001-A03
SUBGRANTEE: City of Las Vegas Emergency Management **ADDRESS:** 495 S. Main Street, Las Vegas, NV 89101	**CFDA / PROJECT NO:**	97042.17
	NDEM DUNS:	607025848
PROGRAM NAME: Emergency Management Performance Grant	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE: FFY 2017 Emergency Management Performance Grant (EMPG)-Supplemental #2	**SUBGRANTEE GRANT FUNDS:**	$5,500.00
SUBGRANTEE AWARD PERIOD: Janaury 01, 2019-April 30, 2019	**SUBGRANTEE MATCHING FUNDS:**	$5,500.00
FEDERAL AWARD PERIOD TO DEM: October 01, 2016 - Septemebr 30, 2018; Extension to June 30, 2019	**TOTAL SUBGRANTEE AWARD:**	$11,000.00
FEDERAL AWARD AMOUNT TO DEM: $4,513,618.00		

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
IEMC Training & Exercise		$5,500.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
SUBGRANTEE FEDERAL GRANT TOTAL		**$5,500.00**
SUB-GRANTEE MATCH TOTAL (Provided by DEM)		**$5,500.00**

This award is subject to the requirements (federal, state, financial and program assurances) established by the Federal Government; the Nevada Department of Public Safety and the Nevada Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Caleb S. Cage, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Caleb S. Cage 3/13/19	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

ORIGINAL

Approved as to form
John S. Ridilla 3/20/19
John S. Ridilla Date
Deputy City Attorney

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Caleb S. Cage, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Caleb S. Cage 3/13/19	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

CONFIRMATION COPY

Approved as to form
John S. Ridilla 3/20/19
John S. Ridilla Date
Deputy City Attorney

State of Nevada						
Department of Public Safety						
Division of Emergency Management						
Budget Request Detail by Category						
EMPG FFY17-Supplemental #2 - City of Las Vegas						
CATEGORY	Authorized Equipment List	EMPG Amt	Match Source	Match Type (in-kind, cash, etc)	Match Amt	TOTAL PROJECT COSTS
Personnel/Fringe Benefits		-			-	-
						0.00
		-			-	0.00
						-
Total Personnel		-			-	-
Consultant/Contract						-
					-	-
					-	-
						-
Total Consultant/Contract		-			-	-
Travel						-
					-	-
					-	-
						-
Total Travel		-			-	-
Supplies/Operating		-			-	-
						-
		-			-	-
Total Supplies/Operating		-			-	-
Equipment						-
		-			-	-
						-
Total Equipment		-			-	-
Training						-
IEMC Training & Exercise (Approved Food allocation)		5,500.00	DEM	In-Kind	5,500.00	11,000.00
March 11-13, 2019 3 days @ $16 per day x 100 participants=$4,800; March 14, 2019 partial day @ $7 for 100 participants=$700		-			-	-
		-			-	-
Total Training		5,500.00	DEM	In-Kind	5,500.00	*11,000.00*
In-Direct (up to 10% only)						-
						-
TOTAL		5,500.00	DEM	In-Kind	5,500.00	11,000.00
DEM Form 98-2, EMPG						



Standard Assurances for Nevada Division of Emergency Management's (DEM) Federal Grant Programs

APPLICANT: _City of Las Vegas_____

As the duly authorized representative of the Applicant, I __Mayor Carolyn G. Goodman__, hereby certify that the Applicant has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all of the following requirements:

- Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);
- Notice of Funding Opportunity (NOFO);
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Department of Public Safety, Division of Emergency Management Grant Financial and Program Assurances;
- Nevada Department of Public Safety, Division of Emergency Management, Grant Management Guide.

In addition to the above listed requirements, the Applicant hereby agrees to comply with the following provisions of this Agreement:

1. WRITTEN AUTHORIZATION

The Applicant shall obtain a written authorization from its governing body in support of the Project, which specifies that the Applicant agrees:

a. To designate the authorized representative with the authority to bind the governing body;

b. To provide all matching funds required for the Project;

c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the Applicant; and

d. Grant funds shall not be used to supplant expenditures controlled by the Applicant or its governing body.

2. ACCESS TO RECORDS

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

3. PERIOD OF PERFORMANCE

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

4. FUNDING RESTRICTIONS

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

5. LOBBYING AND POLITICAL ACTIVITIES

The Applicant must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The Applicant will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

6. DEBARMENT AND SUSPENSION

The Applicant is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. §200.212, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

The Applicant agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." Proof of debarment search must be provided to DEM.

7. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

a. Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

b. Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;

c. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;

d. Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);

e. Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

f. Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;

g. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

h. Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

i. Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

j. DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

l. The requirements of any other nondiscrimination statute(s) which may apply to the application.

8. DRUG FREE WORKPLACE

The Applicant must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

9. ENVIRONMENTAL PROTECTIONS

The Applicant will comply with environmental standards which may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

b. Notification of violating facilities pursuant to EO 11738;

c. Protection of wetlands pursuant to EO 11990;

d. Evaluation of flood hazards in floodplains in accordance with EO 11988;

e. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*);

f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*);

g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205);

h. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system;

i. The all sub-grantees will follow the Environmental Historical Protection (EHP) requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact EHP resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a

result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements. Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding. Please see the link provided for Information Bulletin (IB) 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

10. PREPAREDNESS FUNDING

The Applicant will comply with the Federal Granting Agency policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.

The Applicant may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to Information Bulletin (IB) 336 & 379. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

a. Sub-grantees may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:

   1. The equipment was purchased with FEMA preparedness grant funding. (if applicable);
   2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

b. Sustainment costs are eligible under the equipment category unless the equipment is Management & Administration (M&A) related (grants management equipment).

11. FEDERAL EMERGENCY MANAGEMENT GRANT PROGRAM DIRECTORATE INFORMATION BULLETINS

The Grant Programs Directorate (GPD) Information Bulletins (IBs) section provides access to GPD IBs released since 2012. IBs provide stakeholders with administrative instructions and guidelines critical to supporting the effectiveness and efficient delivery of FEMA Grant Programs. The Applicant will comply with all GPD IBs. **https://www.fema.gov/grant-programs-directorate-information-bulletins**

12. CONFLICTS OF INTEREST

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

13. AUDITS

The Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements, if Applicant expends $750,000 or more in federal grant funds annually,

The Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

14. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead Federal entity to coordinate NIMS compliance.

In order to be eligible to receive grant funding, the Applicant must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

15. INTERGOVERNMENTAL PERSONNEL ACT

The Applicant will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

16. HUMAN TRAFFICKING

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

17. CONSTRUCTION PROJECTS

For construction projects, the Applicant will:

a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in

the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

b. Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

18. LABOR STANDARDS

The Applicant will comply with the following federal labor standards:

a. The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and

b. The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

19. WORKER COMPENSATION

The Applicant will comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the workers compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

20. REAL PROPERTY

If applicable to the type of project funded by this federal award, the Applicant will:

a. Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

b. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

c. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*); and

d. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

21. CONTROLLED EQUIPMENT AND EQUIPMENT MANAGEMENT

The Applicant is subject to compliance with Information Bulletin (IB) 407, 407a, and 414. Use of Grant Funds for Controlled Equipment under EO 13688, Federal Support for Local Law Enforcement Equipment Acquisition issued January 16, 2015, and the recommendations pursuant to the EO 13688, which collectively establishes a Prohibited Equipment List and Controlled Equipment List and identified actions necessary to improve Federal support for the appropriate acquisition, use, and transfer of controlled equipment by state, local, tribal, territorial, and private grant recipients. The Applicant must adhere to IB 407 and must follow the established pre-approval processes in place per this guidance.

Effective control and accountability must be maintained for all equipment acquired with Federal funds. The Applicant must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The Applicant will use, manage, and dispose of such property in accordance with 2 CFR Part 200.

22. DUPLICATION OF BENEFITS

The Applicant acknowledges that any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E, may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

23. NEVADA PUBLIC RECORDS ACT AND THE FREEDOM OF INFORMATION ACT

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

24. HUMAN SUBJECTS

The Applicant will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

25. INTERGOVERNMENTAL PERSONNEL ACT

The Applicant will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

26. SAFECOM

The Applicant will comply with the SAFECOM Guidance for Emergency Communication Grants.

27. WHISTLEBLOWER PROTECTION ACT

The Applicant will comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

28. USE OF DHS SEAL, LOGO AND FLAGS

The Applicant will obtain permission from their financial assistance office, prior to using the Department of Homeland Security (DHS) seal(s), logos, crests or reproductions of flags or likenesses of the DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

29. USA PATRIOT ACT OF 2001

The Applicant will comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act).

30. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (SAM)

The Applicant will comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

31. TERRORIST FINANCING

The Applicant will comply with EO 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Applicant to ensure compliance with the Order and laws.

32. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Applicant understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward.

The Applicant will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

33. PATENTS AND INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. §§ 200 *et seq*. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

34. NOTICE OF FUNDING OPPORTUNITY REQUIREMENTS

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. The Applicant will comply with any such requirements set forth in the program NOFO.

35. NON-SUPPLANTING REQUIREMENT

The Applicant acknowledges that supplanting is prohibited by law and will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources

36. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

37. AMERICA ACT OF 1974

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

38. BEST PRACTICES FOR COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. The Applicant will have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicants may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

39. ACTIVITIES CONDUCTED ABROAD

The Applicant will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

40. ACKNOWLEDGMENT OF FEDERAL FUNDING FROM DHS

The Applicant must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

41. FEDERAL LEADERSHIP ON REDUCING TEXT MESSAGING WHILE DRIVING

The Applicant is encouraged to adopt and enforce policies that ban text messaging while driving as described in EO 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

42. FEDERAL DEBT STATUS

The Applicant is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

43. FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES

The Applicant will comply with the requirements of 31 U.S.C. §§ 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. §§ 3801-3812, which detail the administrative remedies for false claims and statements made.

44. ENERGY POLICY AND CONSERVATION ACT

The Applicant will comply with the requirements of 42 U.S.C. § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

45. DUPLICATION OF BENEFITS

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the Applicant from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

46. DRUG-FREE WORKPLACE REGULATIONS

The Applicant will comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

47. COPYRIGHT

The Applicant will affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

48. OWNERSHIP OF INFORMATION

Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the Applicant in the performance of its obligations under this grant shall follow 2 CFR Appendix A Part 220 and 2 CFR 200.315. All publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the Applicant in the performance of its obligations under this grant shall be provided to the State of Nevada for review and archival in the grant file.

Whenever possible equipment, real property, public service announcements, etc., should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS." (example only applies to Homeland Security Grant Program grants, for other grants please see DEM). In order to be reimbursable, all items above must be approved prior to procurement. Federal granting agency retains ownership of all publications, inventions, patents, photographs, negatives, books, drawings, records, documents or other material prepared by the sub-grantee in the performance of its obligations to the grant.

49. SUBGRANTEE MONITORING

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

50. ASSIGNMENT AND DELEGATION

The Applicant shall neither assign, transfer, nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

51. INDEMNIFICATION AND DEFENSE

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

52. TERMINATION

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

a. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.

b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.

c. *The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.*

As the duly authorized representative of the applicant for _____, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

Approved as to form
John S. Ridilla 3/20/19
John S. Ridilla Date
Deputy City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
14

DEPARTMENT: Administrative Services **CONSENT**
DIRECTOR: Ted Olivas

SUBJECT:
For possible action to approve a grant award from the State of Nevada Division of Emergency Management (NDEM) for the receipt and appropriation of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2016 Urban Area Security Initiative (UASI) in the amount of $52,889 for the Department of Fire and Rescue Bomb Squad for equipment related to Homeland Security through July 31, 2019 - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The subject grant award will provide the City of Las Vegas with funds in the amount of $52,889 for the Department of Fire and Rescue Bomb Squad for portable pulsed x-ray generator and remote access tools for mitigating suspicious packages.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. FFY16 UASI Grant Award
2. Approved Budget
3. Standard Assurances for Nevada DEM Federal Grant Programs

Steve Sisolak
Governor

Nevada Department of Public Safety

George Togliatti
Director

Caleb S. Cage
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

March 13, 2019

Carolyn G. Goodman, Mayor
City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

Dear Mayor Goodman:

RE: Federal Fiscal Year 2016, Homeland Security Grant Award

The Department of Public Safety's Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2016, Urban Area Security Initiative (UASI) grant award in the amount of $52,889.00.

The grant performance period is September 1, 2018 – July 31, 2019. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

The grant award package includes the grant award, approved budget, investment justifications, federal assurances, grant management guide and reobligation guidelines. Please be aware that any modifications to the approved budget will require approval in advance, from this division through a "project change request" form. The federal assurances, grant management guide along with the grant award documents, have been updated for the FFY 2016 grant cycle. Please review these documents carefully to ensure compliance.

Please sign the original award, confirmation copy, federal assurances, and return the original grant award and the signed federal assurances to the Nevada Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget, a copy of the assurances and a copy of the grant management guide for your records.

If you have any questions, or if we can be of assistance with the administration of this grant, please contact the Homeland Security Grant Section, Nevada Division of Emergency Management, at (775) 687-0300.

Best regards,

Caleb S. Cage, Chief

CSC/sw/jg

Attachments: Grant Award
Budget
Assurances
Grant Management Guide
Reobligation Guidelines

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Sub Grant Award			
		FAIN NUMBER:	EMW-2016-SS-00120
SUBGRANTEE:	**City of Las Vegas**	**CFDA / PROJECT NO:**	97067.16-3100
ADDRESS:	495 S. Main St, Las Vegas, NV 89101	**NDEM DUNS:**	607025848
PROGRAM NAME:	Department of Homeland Security Grant (DHS) FFY16 - Urban Area Security Initiative (UASI)	**SUB-GRANTEE DUNS:**	030381610
PROJECT TITLE:	Bomb Squad Exploitation Tools - Supplemental	**SUBGRANTEE GRANT FUNDS:**	$52,889.00
SUBGRANTEE AWARD PERIOD: March 12, 2019 - July 30, 2019		**SUBGRANTEE MATCHING FUNDS:**	$0.00
FEDERAL AWARD PERIOD TO DEM: September 1, 2016 - August 31, 2019		**TOTAL SUBGRANTEE AWARD:**	$52,889.00
FEDERAL AWARD AMOUNT TO DEM: $6,696,500.00			
Special Notes: Reporting due August 15th, 2019.			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Bomb Squad Exploitation Tools - Supplemental		$52,889.00
SUBGRANTEE FEDERAL GRANT TOTAL		**$52,889.00**
SUB-GRANTEE MATCH TOTAL		**$0.00**

This award is subject to the requirements (federal, state, financial and program assurances) established by the Federal Government; the Nevada Department of Public Safety and the Nevada Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Caleb S. Cage, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Caleb S. Cage 3/13/19	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

ORIGINAL

Approved as to form
John S. Ridilla 3/20/19
John S. Ridilla Date
Deputy City Attorney

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Sub Grant Award			
		FAIN NUMBER:	EMW-2016-SS-00120
SUBGRANTEE:	**City of Las Vegas**	**CFDA / PROJECT NO:**	97067.16-3100
ADDRESS:	495 S. Main St, Las Vegas, NV 89101	**NDEM DUNS:**	607025848
PROGRAM NAME:	Department of Homeland Security Grant (DHS) FFY16 - Urban Area Security Initiative (UASI)	**SUB-GRANTEE DUNS:**	030381610
PROJECT TITLE:	Bomb Squad Exploitation Tools - Supplemental	**SUBGRANTEE GRANT FUNDS:**	$52,889.00
SUBGRANTEE AWARD PERIOD: March 12, 2019 - July 30, 2019		**SUBGRANTEE MATCHING FUNDS:**	$0.00
FEDERAL AWARD PERIOD TO DEM: September 1, 2016 - August 31, 2019		**TOTAL SUBGRANTEE AWARD:**	$52,889.00
FEDERAL AWARD AMOUNT TO DEM: $6,696,500.00			
Special Notes: Reporting due August 15th, 2019.			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Bomb Squad Exploitation Tools - Supplemental		$52,889.00
SUBGRANTEE FEDERAL GRANT TOTAL		**$52,889.00**
SUB-GRANTEE MATCH TOTAL		**$0.00**

This award is subject to the requirements (federal, state, financial and program assurances) established by the Federal Government; the Nevada Department of Public Safety and the Nevada Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Caleb S. Cage, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Caleb S. Cage 3/13/19	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

CONFIRMATION COPY

Approved as to form
John S. Ridilla 3/20/19
John S. Ridilla Date
Deputy City Attorney

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY 2016
LINE ITEM DETAIL BUDGET

	Agency Name	Las Vegas Fire & Rescue Bomb Squad	Project Manager Name & Contact #	Steven Poe 702-303-0773		Grant Manager Name & Contact #	Prescilla Wdowiak 702-229-6045						
	IJ TITLE:	LVFR Bomb Squad Exploitation tools											
		One Budget Per Funding Stream											
		UASI											

Line #	CATEGORY	PERSONNEL DETAIL DESCRIPTION	Select Type	Previous Funding Type	Salary or Hourly	% of Effort	Calculation (hours)	Personnel Cost Amount	Primary Core Capability	Secondary Core Capability	AEL Ref #	Funding Source
	Personnel	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel must be put under this category, please note each line with planning, organization, training or exercise.										
1								$ -				
2								$ -				
3								$ -				
4								$ -				
	Personnel Sub-Total							$ -				

PERSONNEL COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST

Narrative HERE

Line #	CATEGORY	FRINGE DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	Salary Hourly	% of Effort	Calculation (hours)	Personnel Cost Amount	Primary Core Capability	Secondary Core Capability	AEL Ref #	Funding Source
	Fringe Benefits	Positions Require: Fringe to be separate from Personnel Costs above										
5								$ -				
6								$ -				
	Fringe Sub-Total							$ -				

FRINGE COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST

Narrative HERE

Line #	CATEGORY	PURPOSE OF EACH TRAVEL, LOCATION, HOW MANY DAYS, PER DIEM BREAKDOWN	Purchase Type	Previous Funding Type	Category of Each Travel	Travel Reference # from Addendum	Total Trips	Cost for each Trip	Total Cost	Primary Core Capability	Secondary Core Capability	Funding Source
	Travel Planning Training Exercise Equipment Organization	THIS IS A NEW REQUIREMENT TO PROVIDE ALL INFORMATION ON TRAVEL. ALL TRAVEL MUST BE LINE ITEMED OUT ON THE TRAVEL ADDENDUM PROVIDED. ALL DETAILS ARE REQUIRED. THIS CATEGORY IS FOR TRAVEL ONLY (INFORMATION NOT PROVIDED WILL NOT BE FUNDED BASED ON NON-COMPLIANCE)	Select Type				-		-			
9									-			
10									-			
11									-			
12									-			
13									-			
14									-			
15									-			
16									-			
17									-			
18									-			
19									-			
20									-			
21									-			
22									-			
23									-			
24									-			
25									-			
	Travel Sub-Total								-			

TRAVEL COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL EACH LINE ITEM AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST

Narrative HERE

Line #	CATEGORY	PLANNING DETAIL DESCRIPTION	Purchase Type	Previous Funding Type		QUANTITY	UNIT COST	TOTAL	Primary Core Capability	Secondary Core Capability	AEL Ref #	Funding Source
	Planning	DESCRIPTION OF PLANNING ACTIVITES MUST BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) NO TRAVEL IN THIS CATEGORY										

26								-				
27								-				
28								-				
29								-				
30								-				
31								-				
32								-				
33								-				
34								-				
	Planning Sub-Total							$ -				

PLANNING COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST

Narrative HERE

Line #	CATEGORY	ORGANIZATION DETAIL DESCRIPTION	Purchase Type	Previous Funding Type		QUANTITY	UNIT COST	TOTAL	Primary Core Capability	Secondary Core Capability	AEL Ref #	Funding Source
	Organization	DESCRIPTION OF ORGANIZATION ACTIVITES MUST BE DETAILED OUT, SEE YOUR GUIDANCE FOR DESCRIPTION OF ORGANIZATION. THIS CATEGORY IS TYPICALLY FOR FUSION CENTER ACTIVITITIES - TO INCLUDE OVERTIME, VEHICLE AND EQUIPMENT RENTALS, OPACKS AND CONTRACTORS ONLY THIS IS NOT A SUPPLY CATEGORY.										
35						-		$ -				
36								$ -				
	Organization Sub-Total							$ -				

ORGANIZATION COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

Line #	CATEGORY	EQUIPMENT DETAIL DESCRIPTION	Sustainment	Other		QUANTITY	UNIT COST	TOTAL	Primary Core Capability	Secondary Core Capability	AEL Ref #	Funding Source
	Equipment	DESCRIPTION OF EQUIPMENT ACTIVITES MUST BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) SEE YOUR GUIDANCE FOR DESCRIPTION OF ORGANIZATION - NO TRAVEL IN THIS CATEGORY - Must an AEL	Sustainment	Other								
37	Power Hawk N.E.R.T. (Non-Energentic Remote Access Tool)	This remote capability provides a multi-purpose interchangeable spreader and cutting tool that uses non-energetic methods for responding and mitigating various threats and operations including VBIED, PBIED, suspicious packages and devices, hostage rescue, and more.				1	34,149.00	$ 34,149.00	Intelligence Information and Sharing	Operational Coordination	02EX-02-TLPB	UASI
38	XR150 12V X-Ray Kit	Portable Pulsed X-ray generator powered by commercially available battery packs.				4	4,685.00	$ 18,740.00	Intelligence Information and Sharing	Operational Coordination	151N-00-XRAY	UASI
39								$ -				
40								$ -				
41								$ -				
42								$ -				
43								$ -				
44								$ -				
45								$ -				
46								$ -				
	EQUIPMENT Sub-Total							$ 52,889.00				

EQUIPMENT COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

Line #	CATEGORY	TRAINING DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	Coordinated with the State Training Officer?	Is This Request on the TEPW?	QUANTITY	UNIT COST	Primary Core Capability	Secondary Core Capability	TOTAL	AEL Ref #
	Training	All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS Course #. Must Support SPR, THIRA, Strategy (NO TRAVEL IN THIS CATEGORY) Add Course # in Description					-	-				
47											$ -	
48											$ -	
49											$ -	
50											$ -	
	Training Sub-Total										$ -	

TRAINING COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

Line #	CATEGORY	EXERCISE DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	Coordinated with the State Exercise Officer?	Is This Request on the TEPW?	QUANTITY	UNIT COST	Primary Core Capability	Secondary Core Capability	TOTAL	AEL Ref #
	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer, Must Support the SPR, THIRA, Strategy (NO TRAVEL IN THIS CATEGORY)										
51							-	-			$ -	
52											$ -	
	Exercise Sub- Total										$ -	

EXERCISE COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

										Budget Total Request	$ 52,889.00	



Standard Assurances for Nevada Division of Emergency Management's (DEM) Federal Grant Programs

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APPLICANT: _____

As the duly authorized representative of the Applicant, I _____, hereby certify that the Applicant has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all of the following requirements:

- Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);
- Notice of Funding Opportunity (NOFO);
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Department of Public Safety, Division of Emergency Management Grant Financial and Program Assurances;
- Nevada Department of Public Safety, Division of Emergency Management, Grant Management Guide.

In addition to the above listed requirements, the Applicant hereby agrees to comply with the following provisions of this Agreement:

1. WRITTEN AUTHORIZATION

The Applicant shall obtain a written authorization from its governing body in support of the Project, which specifies that the Applicant agrees:

a. To designate the authorized representative with the authority to bind the governing body;

b. To provide all matching funds required for the Project;

c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the Applicant; and

d. Grant funds shall not be used to supplant expenditures controlled by the Applicant or its governing body.

2. ACCESS TO RECORDS

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

3. PERIOD OF PERFORMANCE

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

4. FUNDING RESTRICTIONS

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

5. LOBBYING AND POLITICAL ACTIVITIES

The Applicant must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The Applicant will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

6. DEBARMENT AND SUSPENSION

The Applicant is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. §200.212, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

The Applicant agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." Proof of debarment search must be provided to DEM.

7. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

a. Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

b. Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;

c. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;

d. Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);

e. Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

f. Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;

g. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

h. Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

i. Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

j. DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

l. The requirements of any other nondiscrimination statute(s) which may apply to the application.

8. DRUG FREE WORKPLACE

The Applicant must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

9. ENVIRONMENTAL PROTECTIONS

The Applicant will comply with environmental standards which may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

b. Notification of violating facilities pursuant to EO 11738;

c. Protection of wetlands pursuant to EO 11990;

d. Evaluation of flood hazards in floodplains in accordance with EO 11988;

e. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*);

f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*);

g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205);

h. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system;

i. The all sub-grantees will follow the Environmental Historical Protection (EHP) requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact EHP resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a

result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements. Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding. Please see the link provided for Information Bulletin (IB) 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

10. PREPAREDNESS FUNDING

The Applicant will comply with the Federal Granting Agency policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.

The Applicant may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to Information Bulletin (IB) 336 & 379. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

a. Sub-grantees may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:

   1. The equipment was purchased with FEMA preparedness grant funding. (if applicable);
   2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

b. Sustainment costs are eligible under the equipment category unless the equipment is Management & Administration (M&A) related (grants management equipment).

11. FEDERAL EMERGENCY MANAGEMENT GRANT PROGRAM DIRECTORATE INFORMATION BULLETINS

The Grant Programs Directorate (GPD) Information Bulletins (IBs) section provides access to GPD IBs released since 2012. IBs provide stakeholders with administrative instructions and guidelines critical to supporting the effectiveness and efficient delivery of FEMA Grant Programs. The Applicant will comply with all GPD IBs. **https://www.fema.gov/grant-programs-directorate-information-bulletins**

12. CONFLICTS OF INTEREST

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

13. AUDITS

The Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements, if Applicant expends $750,000 or more in federal grant funds annually,

The Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

14. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead Federal entity to coordinate NIMS compliance.

In order to be eligible to receive grant funding, the Applicant must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

15. INTERGOVERNMENTAL PERSONNEL ACT

The Applicant will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

16. HUMAN TRAFFICKING

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

17. CONSTRUCTION PROJECTS

For construction projects, the Applicant will:

a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in

the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

b. Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

18. LABOR STANDARDS

The Applicant will comply with the following federal labor standards:

a. The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and

b. The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

19. WORKER COMPENSATION

The Applicant will comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the workers compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

20. REAL PROPERTY

If applicable to the type of project funded by this federal award, the Applicant will:

a. Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

b. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

c. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*); and

d. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

21. CONTROLLED EQUIPMENT AND EQUIPMENT MANAGEMENT

The Applicant is subject to compliance with Information Bulletin (IB) 407, 407a, and 414. Use of Grant Funds for Controlled Equipment under EO 13688, Federal Support for Local Law Enforcement Equipment Acquisition issued January 16, 2015, and the recommendations pursuant to the EO 13688, which collectively establishes a Prohibited Equipment List and Controlled Equipment List and identified actions necessary to improve Federal support for the appropriate acquisition, use, and transfer of controlled equipment by state, local, tribal, territorial, and private grant recipients. The Applicant must adhere to IB 407 and must follow the established pre-approval processes in place per this guidance.

Effective control and accountability must be maintained for all equipment acquired with Federal funds. The Applicant must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The Applicant will use, manage, and dispose of such property in accordance with 2 CFR Part 200.

22. DUPLICATION OF BENEFITS

The Applicant acknowledges that any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E, may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

23. NEVADA PUBLIC RECORDS ACT AND THE FREEDOM OF INFORMATION ACT

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

24. HUMAN SUBJECTS

The Applicant will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

25. INTERGOVERNMENTAL PERSONNEL ACT

The Applicant will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

26. SAFECOM

The Applicant will comply with the SAFECOM Guidance for Emergency Communication Grants.

27. WHISTLEBLOWER PROTECTION ACT

The Applicant will comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

28. USE OF DHS SEAL, LOGO AND FLAGS

The Applicant will obtain permission from their financial assistance office, prior to using the Department of Homeland Security (DHS) seal(s), logos, crests or reproductions of flags or likenesses of the DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

29. USA PATRIOT ACT OF 2001

The Applicant will comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act).

30. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (SAM)

The Applicant will comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

31. TERRORIST FINANCING

The Applicant will comply with EO 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Applicant to ensure compliance with the Order and laws.

32. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Applicant understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward.

The Applicant will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

33. PATENTS AND INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. §§ 200 *et seq*. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

34. NOTICE OF FUNDING OPPORTUNITY REQUIREMENTS

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. The Applicant will comply with any such requirements set forth in the program NOFO.

35. NON-SUPPLANTING REQUIREMENT

The Applicant acknowledges that supplanting is prohibited by law and will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources

36. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

37. AMERICA ACT OF 1974

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

38. BEST PRACTICES FOR COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. The Applicant will have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicants may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

39. ACTIVITIES CONDUCTED ABROAD

The Applicant will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

40. ACKNOWLEDGMENT OF FEDERAL FUNDING FROM DHS

The Applicant must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

41. FEDERAL LEADERSHIP ON REDUCING TEXT MESSAGING WHILE DRIVING

The Applicant is encouraged to adopt and enforce policies that ban text messaging while driving as described in EO 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

42. FEDERAL DEBT STATUS

The Applicant is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

43. FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES

The Applicant will comply with the requirements of 31 U.S.C. §§ 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. §§ 3801-3812, which detail the administrative remedies for false claims and statements made.

44. ENERGY POLICY AND CONSERVATION ACT

The Applicant will comply with the requirements of 42 U.S.C. § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

45. DUPLICATION OF BENEFITS

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the Applicant from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

46. DRUG-FREE WORKPLACE REGULATIONS

The Applicant will comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

47. COPYRIGHT

The Applicant will affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

48. OWNERSHIP OF INFORMATION

Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the Applicant in the performance of its obligations under this grant shall follow 2 CFR Appendix A Part 220 and 2 CFR 200.315. All publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the Applicant in the performance of its obligations under this grant shall be provided to the State of Nevada for review and archival in the grant file.

Whenever possible equipment, real property, public service announcements, etc., should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS." (example only applies to Homeland Security Grant Program grants, for other grants please see DEM). In order to be reimbursable, all items above must be approved prior to procurement. Federal granting agency retains ownership of all publications, inventions, patents, photographs, negatives, books, drawings, records, documents or other material prepared by the sub-grantee in the performance of its obligations to the grant.

49. SUBGRANTEE MONITORING

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

50. ASSIGNMENT AND DELEGATION

The Applicant shall neither assign, transfer, nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM, which includes sub-sub granting funds without prior knowledge or written approval of DEM.

51. INDEMNIFICATION AND DEFENSE

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

52. TERMINATION

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

a. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.

b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.

c. *The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.*

As the duly authorized representative of the applicant for _____, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

Approved as to form
John S. Ridilla 3/20/19
John S. Ridilla Date
Deputy City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve continued funding for McDonald Carano to represent the City of Las Vegas in an action filed against it by 180 Land Company, LLC, Case No. A-17-758528-J, in the Eighth Judicial District Court concerning the denial of several land use applications for the development of a portion of the former Badlands Golf Course for an amount not-to-exceed $100,000 (General Fund) - Ward 2 (Vacant)

FISCAL IMPACT:
Augmentation Required
Amount: $100,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
180 Land Company, LLC submitted applications to develop a 61-acre portion of the former Badlands Golf Course. On June 21, 2017, the City Council denied the applications, after which 180 Land filed a petition for judicial review challenging the denial along with an original action alleging various inverse condemnation claims (this matter is Case No. A-17-758528 in the Eighth Judicial District Court). On April 17, 2018, the City Manager authorized McDonald Carano to begin defending the City of Las Vegas in this action and authorized fees up to $49,999. On June 20, 2018, and December 19, 2018, the City Council authorized additional funding of $100,000 each. Due to the circumstances of this litigation, legal fees will likely soon exceed $249,999.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. McDonald Carano Engagement Letter

McDONALD CARANO

Debbie Leonard
dleonard@mcdonaldcarano.com

Reply to Reno Office

March 6, 2019

Philip Byrnes
Seth Floyd
City of Las Vegas
City Attorney's Office
495 South Main Street, 6th Floor
Las Vegas, NV 89101

Sent by email: sfloyd@lasvegasnevada.gov; pbyrnes@lasvegasnevada.gov

Re: Engagement for 180 Land Company, LLC, et al. v. City of Las Vegas
Case No. A-17-758528-J

Dear Mr. Byrnes and Mr. Floyd,

We are pleased that the City of Las Vegas ("Client") has decided to engage McDonald Carano ("the Firm") to represent it with respect to Nevada law matters described below. Experience has shown the attorney client relationship works best when there is a formal, mutual understanding about fees, payment terms and the scope of services to be provided. This letter ("Agreement") constitutes the agreement relating to the services our firm has agreed to provide. The terms and conditions of our engagement are as follows:

I. Scope of Engagement

The scope of the Firm's engagement (the "Engagement") involves representing the Client in its dispute with 180 Land Company, LLC, Case No. A-17-758528-J, in the Eighth Judicial District Court. The services to be provided by the Firm in connection with the Engagement will encompass all services normally and reasonably associated with this type of Engagement that the Firm is requested and able to provide and that are consistent with the ethical obligations of the Firm and its attorneys.

The scope of this Engagement does not include any other types of legal work other than that described above. If Client requests our assistance with any matters other than described above, we may request a separate engagement letter for such work. If no separate engagement letter is executed, however, the terms and conditions set forth herein shall apply to all such work and remain binding on both of us.

II. Personnel

I will be principally responsible for and actively involved in the Engagement. We anticipate the litigation team to consist of me, George Ogilvie, Amanda Yen and Christopher Molina. Additional lawyers or paralegals may be involved as needed. Whenever appropriate and consistent with the proper representation of our clients, we use paralegals, investigators, junior attorneys and staff members in order to minimize the impact of the hourly rates of more senior attorneys. We believe that doing so enables us to economically and efficiently maintain the high quality of our legal representation.

III. Fees and Expenses

The rates for our services and other charges are set forth in the attached Schedule of Terms and Conditions. These rates reflect a discount from our standard rates. Our services will be rendered at the Firm's standard hourly rates for other personnel (such as paralegals and assistants) applicable at the time services are rendered. The time charges will be for all time actually expended. In addition to charges for legal services, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services. We generally review our hourly rates annually and, if appropriate, adjust them effective January to reflect increases in seniority, experience and other relevant factors.

While we may estimate fees to assist Client in planning, such estimates are subject to change and are not binding unless otherwise expressly stated in writing. The City Manager has already approved a prior contract for this Engagement, the terms of which were not to exceed Forty-Nine Thousand Nine Hundred Ninety-Nine and 99/100 dollars ($49,999). The City Council has approved two additional engagement agreements of One Hundred Thousand Dollars ($100,000) each. This Agreement is submitted for approval by the Las Vegas City Council for an additional One Hundred Thousand Dollars ($100,000) in fees and costs over and above the previously approved Two Hundred Thousand Dollars ($200,000). The approval of this fourth contract is necessary due to the nature of the Engagement. We understand that additional approval will be needed should fees and costs exceed the amount of this third contract.

For this Engagement, we will waive any requirement for a retainer.

Our firm has always operated on the basis that we will deliver the best possible legal services in a timely fashion and at a reasonable price. In return, we request that upon receipt, Client review our statements to determine if there are any questions or comments regarding them. If so, please call us.

IV. Conflict Waivers and Related Matters.

Attorneys owe duties of loyalty and of confidentiality to their clients. It is unavoidable that, from time to time, conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these circumstances, we are required, to disclose the conflicts to our clients, former clients and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed.

A. Waiver For "Permitted Adverse Representations"

The Firm represents a broad base of clients on a variety of matters. Absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect Client's ability and the ability of other clients to choose the Firm as its counsel and preclude the Firm from representing Client or other clients in pending or future matters. Given that possibility, and desiring to be fair both to Client and other clients, this letter will confirm our mutual agreement that the Firm may represent other present or future clients on matters other than those for which it had been or is then engaged by Client, whether or not on a basis adverse to Client or any affiliate, including litigation, land use or entitlement applications and public hearings, appearances before Client's governing bodies on any matters, and legal or other proceedings or matters (referred to as "Permitted Adverse Representation"). Specific waivers are set forth in Part C below. Client agrees that it will not assert the Firm's representation of Client as a basis for disqualifying the Firm from representing another party in any Permitted Adverse Representation and agree that any Permitted Adverse Representation does not constitute a breach of duty. Before taking on any new Permitted Adverse Representation, the Firm must first obtain client approval, which approval shall not be unreasonably withheld.

B. Affiliates and Related Parties

Unless otherwise agreed to in writing, the Firm is only representing the Client named in this engagement letter and not the Client's relatives, affiliates, subsidiaries, partners, joint venturers, employees, directors, officers, shareholders, members, owners, agencies, departments, or divisions. Accordingly, the Firm may be adverse to these related parties or their legal interests, unless precluded by reason of the Rules of Professional Conduct. We anticipate, however, that in the course of our representation of the Client in this Engagement we may provide information or advice to the Client's directors, officers or employees in their corporate capacities.

C. Specific Waivers

The Firm has represented and continues to represent Newland Real Estate Group, LLC and its related entities, CenturyLink, and XO Communications, Inc. and Nevada Museum of Art, Inc. in matters where the Client is the other party, or potentially an adverse party (the "Specific Parties"). Nevada Supreme Court Rule 1.7 provides that a lawyer shall not represent a client if the representation of that client will be directly adverse to another client unless such client consents in writing. We understand the Client and the Specific Parties have no objection to our Firm representing Client on the Engagement, in addition to the Firm's continued representation of the Specific Parties in matters adverse to the City. We do not believe an actual conflict of interest would arise under our Nevada Rules of Professional Conduct from representing the Client on the Engagement and representing the Specific Parties on other matters because our work for the Client in connection with the Engagement is not related to our work for the Specific Parties on other matters, nor are we representing other parties in the same transaction or litigation. However, we may have an actual concurrent conflict of interest in the future if any disputes arose between the Client and any of the Specific Parties, or if any adversarial proceeds or negotiations between the parties ensued. In any such case, we require the ability to continue to represent the Specific Parties, as "Permitted Adverse Representations," without disqualification by the Client based on any asserted conflicts of interest applicable to the Firm. We ask that you discuss this request with your counsel, and that based on the advice of your counsel, you agree at this time and at any such future time to waive any such conflicts. The Firm would not, in any case, represent the Client in any such matters. In accord with Nevada Supreme Court Rule 1.7, by its signatures below, the Client hereby consents to our Firm representing the Client in the Engagement and the Specific Parties in other matters, now and hereafter, that may be adverse to the Client, and waives any actual or potential conflicts arising from such representation and the Firm's continued representation of the Specific Parties.

Based upon the disclosure of the names of persons and entities potentially involved in this matter, we have not discovered any other actual or potential conflict that requires further action before undertaking our representation. Please advise us, at or before the time you return the signed copy of this letter, if you know of any other individuals or entities that may be involved in this matter. In addition, please inform us at once if you learn in the future of other persons or entities who may be involved so we can make a conflict of interest search with respect to them.

V. Other Terms.

The general terms and conditions of our representation are set forth in the attached schedule of General Terms and Conditions, which are incorporated into this agreement by reference. If this letter is satisfactory, please confirm your agreement to the terms of this engagement letter and attached schedule by signing this letter and returning it to us. If this letter does not accurately

reflect your understanding of the terms of our agreement, please call me promptly so that we may discuss it further.

We recognize that you have the opportunity to obtain services from other firms, and very much appreciate that you have chosen our Firm. We will endeavor to represent you promptly and efficiently, and look forward to the opportunity of working with you.

Sincerely yours,

Debbie Leonard

Debbie Leonard

DAL/pm

CLIENT'S AGREEMENT TO
TERMS AND CONDITIONS OF REPRESENTATION

I hereby acknowledge that the City Council has had an adequate opportunity to review and understand the above **engagement letter and accompanying schedule of terms and conditions**, and that I am duly authorized by the City of Las Vegas as its Mayor to bind it and execute this Agreement on its behalf pursuant to Section 3.010 of the City's Charter. Therefore, the City of Las Vegas agrees to be legally bound by the terms, limitations and conditions, including without limitation the conflict waivers and dispute resolution procedures, set forth therein.

Date:_____, 2018.

APPROVED

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

_____ 3/19/19
Seth T. Floyd, Date
Deputy City Attorney

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Engagement: City of Las Vegas adv. 180 Land Company, LLC, Case No. A-17-758528-J

2. Hourly Rates For Personnel

George Ogilvie (Partner): $550
Debbie Leonard (Partner): $400
Amanda Yen (Partner): $400
Christopher Molina (Associate): $300
Other partners: $400
Other associates: $300

3. Billing Increments: We charge for our time in minimum units of 1/10 hours.

4. Costs and Expenses.

In-office photocopying	$ .25 per page
Mileage	Current IRS Rate
Computerized legal research	$5.00 per minute

Clerical staff overtime necessary for extraordinary matters will be charged at 1.5 times the base hourly rate. The base hourly rates for clerical personnel presently range between $15.00 and $20.00.

5. Billing Statements; Carrying Charges. Billing statements will normally be rendered to Client on a monthly basis. Fees will generally be billed within thirty (30) days following the month in which the services are rendered, and disbursements and other charges will generally be billed within thirty (30) to sixty (60) days after they are incurred by us. Payment is due upon Client's receipt of our statement, and is not contingent upon the outcome or completion of a matter for which the firm has been engaged. The Firm does not extend credit to clients. If fees are not paid promptly (within 30 days of the date of invoice), a carrying charge of 1.5% per month (subject to adjustment from time to time as indicated in our billing statements) will be assessed on the unpaid balance of the statement from the date of invoice. Payments will be accepted by cash, check, money order, bank draft, wire transfer and credit card.

6. IOLTA Participation. The Firm will maintain and safeguard a trust account from which any interest earnings are forwarded to the IOLTA program run by the Nevada Law Foundation. Any interest earned on your trust fund balance will be forwarded to the program.

7. Rates Subject to Change. The rates on this schedule are subject to change on thirty (30) days written notice. If Client declines to pay any increased rates, we reserve the right to withdraw.

8. No Guarantees. We must emphasize that it is impossible to provide any promise or guarantee about the outcome of your representation. Nothing in this Agreement or any statements by our staff or attorneys constitute a promise or guarantee. Any comments about the outcome of your matter are expressions of opinion only.

9. Communication. During the course of our representation, we will endeavor to keep Client fully advised as to the status and progress of this matter and our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. We will send copies of all material documents generated in connection with our representation, and I ask that you call the Firm, at any time, should Client wish to discuss the matter, our invoices or bills, or any other aspect of this representation. If, for some reason, I am not available, another attorney in this office will generally be available and familiar with the matter sufficiently to consult with Client as desired. Client agrees that all means of communication are, to some degree, susceptible to misdirection, delay or interception, and E-mail, facsimile transmissions and cellular telephone communications present special risks of inadvertent disclosure. However, in order to maximize speed, efficiency, and convenience of these methods of communication in this matter, Client consents to our use of E-mail, cellular phones, and facsimile transmissions communications in representing Client in this matter.

10. Fees Disputes. Under Nevada law, Client has the right to request arbitration of any fee dispute before a committee selected by the State Bar known as a "fee dispute" committee. By signing this Agreement, and unless otherwise agreed in writing by Client and Firm or unless otherwise decided by a Nevada court of competent jurisdiction on a motion for the award of fees, any dispute about the amount or payment of legal fees or costs in this Engagement shall be submitted for final and binding arbitration before the Fee Dispute Committee of the State Bar of Nevada ("Bar Arbitration"). Such Bar Arbitration shall determine only the issue of the amount of fees and charges properly chargeable to Client, and such Bar Arbitration shall have no effect on any claims for affirmative relief based on alleged professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud or violation of any statute, which such claims shall be solely determined in a binding arbitration proceeding by a retired judge or justice without regard to the result of any Bar Arbitration.

11. Records and File Retention. All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy not to retain records for more than seven (7) years from the date the matter is closed. Upon prior written request, we will return records to Client prior to destruction. As it is not administratively feasible to advise Client of record disposal, we recommend Client maintain its own files for reference. If Client has any questions concerning record retention, please contact us.

12. Client Responsibilities. Client agrees to cooperate with us, to keep us informed of all developments material to the Engagement (especially communication to or from other legal counsel, material undertakings, and agreements), to communicate and disclose fully all relevant matters relating to our Engagement, to abide by this agreement, and to advise the firm concerning any disputed fee or cost charged in this matter. Our firm will rely upon materials and matters provided and communicated to us by Client, its agents, and other representatives, as well as your representations to us that arise during the course of our representation of Client in this matter. The firm undertakes no obligation or duty of independent inquiry to confirm or verify such representations and matters. It is extremely important that Client provide us with complete and accurate information on a timely basis since our representation, analysis and advice to Client will be based upon such information, and could change if factual circumstances are different.

13. Termination. Client has a right at any time to terminate our services and representation upon written notice to the Firm, and we may also terminate our services upon written notice at any time for any reason. Client remains liable for all unpaid charges for services provided and expenses advanced or incurred prior to the date of termination or withdrawal. If Client does not meet its obligation of timely payments or deposits under this engagement letter, we reserve the right to suspend services and/or withdraw from representation on that basis alone, subject to any required judicial, administrative, or other approvals. In the event of termination, Client agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal. In addition, our representation will end at the earliest of (a) Client's termination of our representation; (b) our withdrawal or termination; or (c) unless we are engaged to represent Client in other matters, upon substantial completion of our work on the Engagement whether or not we send Client a letter to confirm the termination of our representation. Unless subsequently re-engaged, we undertake no further responsibility to advise Client concerning developments which may impact your matter and the legal representation we provided to Client. From time to time, we may provide Client general topical information concerning recent legal developments as a courtesy. These communications do not create an attorney client relationship nor should it be construed as legal advice or an opinion on specific situations. If Client does not wish to receive future law updates and alerts, please contact the Firm asking to be removed from the mailing list.

14. MERITAS. Our firm is a member of MERITAS ("Meritas") which is a network of over 185 independent commercial law firms located in major cities throughout the world. Meritas members are not engaged in the joint practice of law and do not share fees among themselves. Membership in Meritas gives us, and our clients, access to legal resources in other jurisdictions so that our clients' need for legal services can be handled virtually anywhere our clients conduct business. We will only utilize the services of another Meritas firm in this matter with Client's express knowledge and consent. Further information about Meritas can be obtained at the organization's website at www.meritas.org.

15. Governmental Affairs. In addition to the services already set forth in this engagement letter, the Firm may need to utilize the expertise of our Governmental Affairs Team to advance the objectives of Client's engagement with the Firm. Be advised that prior to requesting assistance from the Governmental Affairs Team Client will be counseled as to why this is necessary and/or advisable and be given an opportunity to elect their services. The fee for the members of our Governmental Affairs Team is included above and are in addition to fees for legal services.

16. Electronic Discovery Services. Lawsuits today involve the production of all available electronic information relating to the subject matter of the lawsuit, including documents, e-mails, text messages, photographs and other digital materials, commonly referred to as Electronically Stored Information ("ESI"), stored on servers, desktop computers, laptop computers, tablets and smart phones. Both Client and the opposing party will be required to produce all ESI as part of the discovery process. The production of ESI involves the collection, processing, review, analysis and production of all ESI relevant to the litigation, which can amount to thousands of documents. Many third-party vendors provide E-Discovery services to law firms and their clients. The Firm also provides E-Discovery services to its clients through our eDiscovery section, within our IT Department. Whether provided by the Firm or an outside provider, the Firm utilizes E-Discovery technology for keyword searching, deduplication and email threading to locate responsive and privileged documents in a more cost efficient and accelerated manner. Handling E-Discovery through the Firm can result in substantial savings to Client. The fees charged by the Firm are set forth on the term sheet attached hereto as Exhibit "A". If and when it becomes necessary to utilize E-Discovery services, the responsible Firm attorney handling your case will discuss this with you. If Client elects to use the Firm, a separate service agreement will be required to be executed by Client with the Firm to define the scope of the services and the cost of such services. In addition to the attorney's fees charged by the Firm, Client will be responsible for all costs and expenses relating to E-Discovery, whether provided by the Firm or an outside provider.

17. Written Advice Regarding Federal Tax Issues. Whenever we provide Client with written advice concerning the federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer property, or the value of property for federal tax purposes, we are subject to stringent requirements imposed by the United States Treasury Department on all tax practitioners, including attorneys. These rules cover much more than formal legal opinions and may apply to any writing relating to any Internal Revenue code matter, including communications via e-mail and fax. If we fail to comply with these rules, we may (under certain circumstances) be suspended or disbarred from practice before the Internal Revenue Service, be publicly censured or fined (to the extent that the Secretary of Treasury promulgates regulations requiring any such fines or penalties). Therefore, if during the course of this engagement, we provide written advice regarding any arrangement the principal purpose of which is the avoidance or evasion of any tax imposed by the Internal Revenue Code, such writing must comply with the rigorous standards of review and disclosure (including enhanced factual and legal due diligence) which are now required by the Treasury Department. If tax avoidance is not the principal purpose of an arrangement but is a significant purpose, our written advice must also

adhere to the same rules, unless we include a prominent disclosure stating that the writing was not intended or written by us to be used, and it cannot be used by Client or anyone else for the purpose of avoiding taxpayer penalties. It is for this reason that certain written communications to Client, including emails and faxes, will contain the following disclosure statement: "Any Federal tax advice contained herein is not intended or written to be used, and cannot be used by Client or any other person, for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Code. This disclosure is made in accordance with the rules of Treasury Department Circular 230 governing standards of practice before the Internal Revenue Service. Any written statement contained herein relating to any Federal tax transaction or matter may not be used by any person without our express prior written permission to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed herein. No advice contained herein may be relied upon or utilized by any person for any purpose except as expressly and affirmatively stated herein without the prior written consent in each instance of a partner of this firm."

18. Miscellaneous. This Agreement is governed by Nevada law and sets forth our entire agreement for rendering professional services. It can be amended or modified only in writing. Each party signing this Agreement is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. We are not advising Client with respect to this Agreement because we would have a conflict of interest in doing so. If Client wishes advice, Client should consult independent counsel of Client's choice.

Exhibit A

McDonald Carano E-Discovery
Schedule of Costs

E-Discovery Service	Unit	Price
PROCESSING		
ESI (Electronically Stored Information) Processing (includes uncompressing, metadata extraction, OCR, image generation, deduplication, indexing, and analytics)	Per GB	$100
STORAGE		
Monthly hosting (no charge for cases under 5 GB)	Per GB per month	$0
Monthly hosting (for cases from 5–99 GB)	Per GB per month	$15
Monthly hosting (for cases from 100–499 GB)	Per GB per month	$12
Monthly hosting (for cases larger than 500 GB)	Per GB per month	$10
PRODUCTIONS		
TIFF or PDF export (includes redactions and endorsements)	Per GB	$250
Optical media, flash drives, FTP upload	Per item	$0
External hard drive (for productions larger than 32 GB)	Per item	$75

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve settlement of Tina Montesano and Steven Montesano v. Raymond Leslie Felmlee and City of Las Vegas, Case No. A-17-754708-C in the Eighth Judicial District Court ($190,000 - Tort Liability Fund)

FISCAL IMPACT:
Budget Funds Available
Amount: $190,000
Funding Source: Tort Liability Fund
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
On May 10, 2017, City employee Raymond Felmlee and the City Clerk were served with copies of Summonses and a Complaint in Tina Montesano and Steven Montesano v. Raymond Leslie Felmlee and City of Las Vegas. Claimants' allegations concerned personal injuries caused by an auto accident involving an employee of Building and Safety. After discovery and a settlement conference, each claimant agreed to accept $95,000 as and for a complete settlement and a release of all of their claims.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve the allocation of $250,000 of HOME Investment Partnerships Program Grant Funds to the Silver State Housing for the City Impact Senior Housing Project, located at 978 East Sahara Avenue - Ward 3 (Coffin)

FISCAL IMPACT:
Budget Funds Available
Amount: $250,000
Funding Source: HOME Investment Partnership Grant Funds
Dept./Division: Office of Community Services/Community Resources

PURPOSE/BACKGROUND:
On May 3, 2017 the City Council approved an allocation of $1,450,000 HOME Investment Partnership and Low Income Housing Trust funds for the construction of 66 units of affordable housing for seniors. Since that time the project has encountered an issue with an existing sewer line. It was discovered that the line was collapsed and needed to be replaced, adding an additional expense to complete the project.

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. Formal Request Letter
2. Budget

SILVER STATE HOUSING

Dedicated to creating Affordable Housing for Southern Nevada

March 7, 2019

Board of Directors

Lori Muehlhausen
Executive Director
Treasurer

Victor T. Caruso
President

K.C. Camis

Patricia Bell

Joann Oscars

Elizabeth Gallagher

Richard Jost

Ms. Kathi Thomas Gibson
Community Services Director
CITY of LAS VEGAS
Office of Community Services
495 S. Main Street
Las Vegas, NV 89101

RE: City Impact Center Senior Housing – 978 East Sahara Avenue, Las Vegas, NV 89104

Dear Kathi:

Please see attached our budget and planned expenses for the City Impact Center sewer repairs. We are formally requesting your assistance with these costs, which include the attached breakdown. When the project was first submitted for approval, the existing line provided the capacity for the development. Once we provided water service to the property, it was discovered during excavation that the ground water smelled like sewer water. We then investigated, and ran a camera down the entire line which showed that the existing pipe was deteriorated and collapsed. This situation prompted the replacement of the existing line, with its associated costs. These were unanticipated expenses for the project.

Any funds that you can provide will be greatly appreciated.

Sincerely,

SILVER STATE HOUSING

Lori Muehlhausen

Lori Muehlhausen
Executive Director

Encl.

2655 S. Rainbow Blvd.
#401
Las Vegas
Nevada
89146

702-364-8027
702-364-4927-fax

Tax ID
#88-043406

Attachment #26. PROJECT DEVELOPMENT COST DATA 24 CFR 92.206

(Construction control may be required for all construction and rehab projects)

This form does not replace the Detailed Budget requested.

THE CITY WILL NOT WAIVE ANY PERMIT FEES

Item	Total Estimated Cost	To Be Funded w/ CLV HOME/LIHTF/RDA
Acquisition of Land & Buildings:		
Land (construction must start within one year of Council approval)	$	$
Existing Building(s)	$	$
Other:	$	$
Subtotal-Acquisition of Land & Buildings	$	$
Construction/Rehabilitation Costs:)		
Demolition Costs	$	$
New Building Costs	$	$
Rehabilitation Costs	$	$
Site Work	$ 361,011	$
Off-Site Improvements	$ 115,000	$
Utility Connections	$	$
Building Permits/Fees	$ 3,900	$
Other:	$	$
Contractor Fee	$ 53,867	$
Construction Contingency	$ 25,157	$
Subtotal-Construction/Rehabilitation Costs	$ 558,935	$
Construction Financing Costs:		
Construction Insurance	$	$
Construction Loan Interest:		
Int.% | Amt | Term (mo)	$	$
Construction Loan Origination Fee	$	$
Property Taxes During Construction	$	$
Other:	$	$
Subtotal-Construction Financing Costs	$	$
Permanent Loan Financing Costs:		
Credit Report	$	$
Permanent Loan Origination Fee	$	$
Title and Recording Fees	$	$
Legal Fees	$	$
Documentation Prep. Fees	$	$
Escrow Closing Fee	$	$
Escrow Prepaid Items (insurance, taxes, interest)	$	$
Other:	$	$
Subtotal-Permanent Loan Financing Costs	$	$
PAGE SUBTOTAL (ALL)	$ 558,935	$

Item	Total Estimated Cost	To Be Funded w/ CLV HOME/LIHTF/RDA
Related Soft Costs - General:		
Architectural Design Fees	$ 2,500	$
Architectural/ Engineering Super (if applicable)	$	Not Eligible
Engineering Fees	$ 4,508	$
Survey	$ 3,500	$
Appraisal Fee(s)	$	$
Environmental Report	$	$
Soils Report	$	$
Market Study	$	$
Project Audit Fee	$	$
Legal Fees and Accounting Fees	$	$
Tax Credit Fees	$	$
Professional Estimator	$	$
Construction Control	$	$
Marketing/Lease Up		
Soft Cost Contingency		
Title Recording		
Operating Reserve		
Capital Reserve		
Other:	$	$
Subtotal-Related Soft Costs/General	$ 10,508	$

Developer Costs:		
Developer's Overhead	$	N/A
Developer's Fee*	$	$
Other:	$	$
Subtotal-Developer Costs	$	$
*Attach a detailed payment schedule of Developer Fees **(Attachment 10)**		
Page Subtotal	$ 10,508	$
Previous Page Subtotal	$ 558,935	$
TOTAL ESTIMATED COST	$ 569,443	$

All projects with 12 or more HOME-assisted units in one construction contract must utilize applicable Davis Bacon Wage Rates. RDA funds in excess of $100,000 triggers State Prevailing Wages.
We strongly encourage you to contact Neighborhood Development Division at 702-229-5935 for information on the most current Davis Bacon and State Prevailing Wages. This will assist you in obtaining bid quotes prior to submitting your application. No project may begin construction until a Notice to Proceed is issued.

All construction projects must submit one (1) project estimate from a licensed contractor, architect, engineer or professional estimator to verify the amount requested for the project. The estimate must be on the contractor's letterhead in order to be considered valid, and must be dated no earlier than 6 months prior to the application closing date. The City reserves the right to limit the amount of builder's profit, overhead, and general requirements or require the use of an alternate builder.

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
18

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

SUBJECT:
For possible action to approve award of Contract No.190221-JH, Prime Design Services Contract for Jackson Avenue Complete Street Improvements (H Street to C Street) - Department of Public Works - Award recommended to: WOOD ROGERS, INC. ($183,740 - Road & Flood Capital Projects Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $183,740
Funding Source: Road & Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for the development of conceptual Complete Street Improvements up to 30% design that can be implemented on Jackson Avenue from H Street to C Street. The project will repurpose Jackson Avenue to improve walkability, multi-modal mobility and enhance the urban form through landscaping, lighting, and urban design elements. Three (3) corridor cross section alternatives will be developed with the intent to select a preferred option for future final design development. 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. Funding provided by the Regional Transportation Commission. Wood Rogers Inc.. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 190221-JH (Incorrect Version attached)
2. Certificate – Disclosure of Ownership/Principals
3. Submitted after Meeting – Contract No. 190221-JH (Correct Version)

PRIME DESIGN SERVICES CONTRACT
FOR
VEGAS DRIVE OVER US95 BRIDGE WIDENING

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 **LOUIS BERGER U.S. INC.**, (the "Consultant"), a **CORPORATION**, whose address is **444 E. WARM SPRINGS ROAD, SUITE #118, LAS VEGAS, NV 89119**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **190223-JH, Prime Design Services Contract for Vegas Drive Over US95 Bridge Widening** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each

claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant

either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

Contract.

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

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $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 Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

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

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

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

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

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

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

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

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

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

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

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

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as

Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

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

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

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

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

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

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

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

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

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

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

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

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

pursuant to Section 10.20C of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Contract.

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By _____
Edward O'Neal, Manager, Purchasing & Contracts Date

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 3/5/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LOUIS BERGER U.S. Inc.

By _____ 3/6/19
Roger Patton, 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 " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Vegas Drive Overpass Completion at US 95 Project entails widening of the existing Vegas Drive Bridge over US 95 to provide two traffic lanes on Vegas Drive in each direction separated by a raised median. In each direction, the widening shall also accommodate a minimum of 5-foot wide sidewalk and a 5-foot wide bike lane with a 3-foot wide buffer between the bike lane and the outside travel lane. The project also includes the following roadway improvements to provide two travel lanes and a dedicated bike lane in each direction on Vegas Drive from Wintergreen Drive to Amboy Drive:

1. Reconstruction, mill and overlay, of the existing Vegas Drive pavement from Wintergreen Drive to Rock Springs Drive;
2. Reconstruction and widening of the north side of Vegas Drive from Rock Springs Drive to Rainbow Boulevard;
3. Reconstruction, mill and overlay, of the existing Vegas Drive pavement from Rainbow Boulevard to Amboy Drive;
4. Construction of new curb and gutter, sidewalk, and sidewalk ramps in accordance with the Proposed Guidelines for Accessible Rights-of-way (PROWAG) along the widened Vegas Drive;
5. Where Vegas Drive is not widened, upgrades to the existing sidewalk ramps to comply with the Proposed Guidelines for Accessible Rights-of-way (PROWAG);
6. Modifications to the two traffic signal systems on Vegas Drive at Rock Springs Drive and at Rainbow Boulevard to accommodate the widening along Vegas Drive, inlcuding upgrading the intersection lighting at the two intersections;
7. Pavement markings and signing along Vegas Drive from Wintergreen Drive to Amboy Drive;
8. Installation of new roadway lighting along the widened portion of Vegas Drive, including street lighting on the new bridge;
9. Upgrade all existing HPS luminaries to LED along Vegas Drive from Wintergreen Drive to Amboy Drive;
10. Installation of new underdeck lighting for the widened portion of the Vegas Drive Bridge;
11. Installation of FAST ITS infrastructure and Smart City infrastructure on Vegas Drive from Wintergreen Drive to Amboy Drive;
12. Installation of a new Drop Inlet on the northeast corner of Vegas Drive and Rock Springs Drive intersection.
13. 300' of new storm drain pipe from bleeder drop inlet to LVVWD drain line along Vegas Drive east of Rainbow Boulevard;
14. Utility adjustments associated with the above improvements.

Perform structural analysis/design and prepare contract plans for widening of the existing grade separation structure carrying Vegas Drive over US 95 (designated as H-1212 in the NDOT inventory). The widening design will be based on the results of the type selection study assessment included in subsection 102.6.2.1.16. For this scope of services, it is assumed that the widening design will be based on the Vegas Drive structure configuration identified as "Layout 1, Scenario 2" in the US 95 Bridges Study, November 2018. The widening design will conform to the NDOT Structures Manual.

Prepare one set of conceptual construction phasing exhibits to address the impact on US 95 of precast concrete type bridge construction. The conceptual construction phasing exhibits will not include temporary traffic control devices and temporary lane configurations.

Most of the project area is located within the Nevada Department of Transportation (NDOT) Right-of-way for the US 95 Freeway. The project will include coordination of the design with NDOT, coordination of plan reviews by NDOT and preparation of an NDOT Encroachment Permit for work within the US 95 Right-of-way.

100.2 Construction Cost Budget

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

100.2.2 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and

decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

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

100.4 Plan Control and Standards

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

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

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

100.6.2 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all subconsultant contracts at all tiers,

the provisions of this Contract related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

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

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

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

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

100.6.7 The Consultant shall ensure that the new design work contains no asbestos containing building materials of any kind without approval of the Engineer.

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

100.6.9 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations. Additionally, projects shall be in conformance with the "Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way", available at: http://www.access-board.gov. In the event the consultant is not able to comply with these standards a "PROWAG design exception memorandum shall be prepared as required in the project submittals.

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

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

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

applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

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

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

100.6.14.1.1 Plan and Special Provision Production and Submission

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

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

100.6.14.2.1 The aerial topography will be converted to a three-dimensional surface of the existing topography

100.6.14.2.2 The system, including sewer, storm drain laterals will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system

100.6.14.2.3 Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data

100.6.14.2.4 Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks

100.6.14.2.5 Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model

100.6.14.2.6 Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines

100.6.14.2.7 Surface elements of the design will be designed three-dimensionally

100.6.14.2.8 Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography

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

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

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

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

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

100.6.15 Cost Estimates

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

100.6.16 Construction Change Orders

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

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

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

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

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

100.6.17.1 Article 101 – Preliminary and General Items
100.6.17.2 Article 102 – 30% Design Phase
100.6.17.3 Article 103 – 70% Design Phase
100.6.17.4 Article 104 – 90% Design Phase
100.6.17.5 Article 105 – 100% Design Phase
100.6.17.6 Article 106 – Bid Phase
100.6.17.7 Not used
100.6.17.8 Not used

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately ten **[**10] progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a bi-monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

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

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")
101.3.1.2 Clark County Department of Public Works
101.3.1.3 City of Las Vegas work groups, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Operations and Maintenance, and Land Development
101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
101.3.1.5 Freeway and Arterial System of Transportation ("FAST")
101.3.1.6 Utility providers, including but not limited to, NV Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, other fiber optic and communication carriers
101.3.1.7 Nevada Department of Transportation ("NDOT") and
101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Utility base drawing will be developed within the SUE Task. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.1 Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks. **Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.**

101.3.2.2 Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights

and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.

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

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

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

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

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

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

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

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

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project :

101.4.2.1 NDOT Encroachment Permit

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

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

101.5 Public Outreach – Not used

101.6 NDOT Coordination

101.6.1.1 The Consultant shall coordinate the bridge widening design with the NDOT structures division. The consultant shall also coordinate bridge lighting, underdeck lighting, bridge landscaping, and maintenance of traffic components of the project with relevant NDOT divisions. The Consultant will advance the constructability and maintenance of traffic aspects for the precast concrete girder scenario 2 alternative identified in the US 95 Bridges Study. The Consultant will attend **four (4)** meetings with NDOT to coordinate bridge widening, lighting, landscaping, and maintenance of traffic components of the project.

101.7 Coordination with Other Projects

101.7.1.1 The consultant shall coordinate and cooperate with following adjacent projects to provide and obtain available records and information regarding the existing and proposed improvements, as applicable, and to determine where there may be conflicts.

101.7.1.1.1 Vegas Drive Rehabilitation Project from Durango Drive to Rainbow Boulevard.
101.7.1.1.2 Vegas Drive Sewer Rehabilitation Project from Tenaya Way to east of Jones Boulevard.
101.7.1.1.3 NV Energy Project on the north side of Vegas Drive west of Rock Springs Drive.
101.7.1.1.4 Rock Springs Apartment Development Project on the south side of Vegas Drive between Rock Springs Drive and US-95.

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

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

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

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

102.1.4 Boundary Survey. City provided Record of Survey will be used as a basis for our boundary survey. Complete research of existing recorded maps, surveys, land records, and other pertinent records shall be performed.

102.1.5 Record of Survey. Preparation of a Record of Survey is waived by the City Surveyor.

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

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

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

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

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

102.2 Right-of-Way

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

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 30% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included with the 30% design submittal.

102.2.4 70% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide up to one (1) legal description and six (6) AEP exhibits as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.5 90% Submittal. Consultant shall update the exhibits showing the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review.

102.2.6 100% Submittal. Consultant shall update the exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

102.2.7 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table, verify existing property owner information and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP's not yet acquired.

102.2.8 Deliverables: Exhibits at the 30%, 70%, 90% and 100% submittals as outlined in 102.2.3 through 102.2.6; Letter summarizing Right-of-Way, Easements and AEP status as outlined in 102.2.7.

102.3 Records Review, Information Research and Analysis of Data

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

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

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.3.4 As an Additional Service to be authorized by the City, the Consultant will locate and map existing traffic signal equipment including traffic

signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 SUE Definitions

102.4.1.1 Subsurface Utility Engineering, or SUE: A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

102.4.1.2 Utility Quality Level: A professional opinion of the quality and reliability of utility information. Such reliability is determined by the means and methods of the professional.

102.4.1.3 CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003.

102.4.1.4 QL-D: Quality Level D as further described herein. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

102.4.1.5 QL-C: Quality Level C as further described herein. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

102.4.1.6 QL-B: Quality Level B as further described herein. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

102.4.1.7 QL-A: Quality Level A as further described herein. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of features.

102.4.2 Work Standards

102.4.2.1 Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.

102.4.2.2 It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.

102.4.2.3 For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

102.4.2.4 Consultant shall provide full-time inspection and required during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

102.4.2.5 All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor.

102.4.3 Aerial or Ground-Mounted Utility Facilities

102.4.3.1 If specified by CLV, Quality Level D or C services as further described herein shall include records research, identification, surveying, correlation, and/or depiction of aerial or ground-mounted utilities, notwithstanding that such surface features may not be associated with an existing subsurface utility line or system.

102.4.4 Unknown Lines

102.4.4.1 If, when performing an assigned task, the Consultant detects line(s) of unknown function, status, or ownership, the Consultant shall obtain, record, and depict information on such line(s) to a quality level that is commensurate with that of the original assigned task.

102.4.5 "Call Before You Dig Markings"

102.4.5.1 All "Call Before You Dig" paint marks applied by utilities (in response to call-outs for utility potholing and geotechnical boring operations) will be field reviewed by the Consultant and compared to SUE Quality Level C and D information and SUE Quality Level A potholes when the

pothole information becomes available. If the information indicates that any utility that was originally assumed to be outside of the Project improvement zone of influence may actually be within that zone then SUE Quality Level B or A will be performed as necessary to resolve the uncertainty.

102.4.6 Quality Level D Tasks

102.4.6.1 Conduct appropriate investigations (e.g., owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.

102.4.6.2 Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.

102.4.6.3 Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.

102.4.6.4 Include records research, identification, and depiction of aerial or ground-mounted utility facilities in QL D tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

102.4.6.5 Transfer information on all involved utilities to appropriate plan sheets, electronic files, and/or other documents as required or directed by CLV.

102.4.6.6 Exercise professional judgment to resolve conflicting information.

102.4.6.7 For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

102.4.7 Quality Level C Tasks (Inclusive of Quality Level D Tasks)

102.4.7.1 Perform tasks as described for QL D. There is no prescribed order in which QL D and C tasks must be performed.

102.4.7.2 Identify surface features, from project topographic data (if available) and from field observations, which are surface appurtenances of subsurface utilities.

102.4.7.3 Include survey and correlation of aerial or ground-mounted utility facilities in QL C tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

102.4.7.4 Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a registered professional. If previously surveyed, check survey data for accuracy and completeness.

102.4.7.5 The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

102.4.7.6 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.7.7 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D and QL C information.

102.4.7.8 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.7.9 As appropriate, amend the indicated quality level of depicted information.

102.4.8 Quality Level B Tasks (Inclusive of Quality Level C Tasks)

102.4.8.1 Perform tasks as described for QL C. There is no prescribed order in which QL C and B tasks must be performed.

102.4.8.2 Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits (to be determined after 30% design; Quality Level B task will be paid for by Additional Services), and/or to trace a particular utility line or system.

102.4.8.3 Based on an interpretation of data, mark the indications of utilities on the ground surface, for subsequent survey. Utilize paint or other method acceptable to CLV for marking of lines.

102.4.8.4 Utilize the uniform color code of the American Public Works Association for marking of utilities.

102.4.8.5 Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.

102.4.8.6 Unless otherwise approved, maintain horizontal accuracy of +/- 1.5 feet (450mm) in the marking of lines.

102.4.8.7 As an alternative to the physical marking of lines, the Consultant may, with CLV's approval, utilize other means of data collection, storage, retrieval, and reduction, which enables the correlation of surface geophysical data to the project's survey control.

102.4.8.8 Survey all markings that indicate the presence of a subsurface utility.

102.4.8.9 Perform surveys to a horizontal accuracy consistent with applicable CLV survey standards.

102.4.8.10 Reference surveys to the project's survey control.

102.4.8.11 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.8.12 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, and QL B information.

102.4.8.13 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.8.14 As appropriate, amend the indicated quality level of depicted information.

102.4.9 Quality Level A Tasks (Inclusive of Quality Level B Tasks)

102.4.9.1 Perform tasks as described for QL B. There is no prescribed order in which QL B and A tasks must be performed.

102.4.9.2 CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.

102.4.9.3 The Consultant may recommend test locations based on the requirements of the project and on existing subsurface utility information.

102.4.9.4 When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.

102.4.9.5 Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.

102.4.9.6 Measure and/or record the following information on an appropriately formatted test hole data sheet that has been sealed and dated by the Consultant:

102.4.9.6.1 Elevation of top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/- 0.05 feet (15 mm).

102.4.9.6.2 For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.

102.4.9.6.3 Elevation of existing grade over utility at test hole.

102.4.9.6.4 Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.

102.4.9.6.5 Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.

102.4.9.6.6 Approximate centerline bearing of utility line.

102.4.9.6.7 Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.

102.4.9.6.8 Utility structure material composition, when reasonably ascertainable.

102.4.9.6.9 Identity of benchmarks used to determine elevations.

102.4.9.6.10 Utility facility condition.

102.4.9.6.11 Pavement thickness and type when applicable.

102.4.9.6.12 Soil type and site conditions.

102.4.9.6.13 Identity of utility owner/operator.

102.4.9.6.14 Other pertinent information as is reasonably ascertainable from test hole.

102.4.9.7 Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.

102.4.9.8 A total of ten (10) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

102.4.9.9 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.9.10 Update “Existing Utility Location Plan”, plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.

102.4.9.11 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.9.12 As appropriate, amend the indicated quality level of depicted information.

102.4.10 SUE Deliverables

102.4.10.1 Consultant shall prepare a separate “Existing Utility Location Plan” upon completion of QL C and QL D tasks and update thereafter which clearly depicts applicable SUE levels as outlined in CI/ASCE 38-02: “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” American Society of Civil Engineers, 2003. To show at a minimum:

102.4.10.1.1 Existing rights-of-way

102.4.10.1.2 Centerlines and control alignments

102.4.10.1.3 Easements

102.4.10.1.4 Existing topographical information

102.4.10.1.5 All utilities within the project limits

102.4.10.1.6 QL A test hole locations

102.4.10.2 Appropriately formatted test hole data sheets that have been sealed and dated by the Consultant as described in QL A tasks above to be included with the final plans.

102.4.10.3 Electronic drawing file of the "Existing Utility Location Plan" updated to the most current information at each regular submittal.

102.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal:

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

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

102.5.2.1 Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.

102.5.2.2 Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.

102.5.2.3 Drilling, logging, and sampling of seven exploratory borings to depths ranging from 10 to 75 feet. Borings drilled along the roadway alignment will be drilled at spacing's of approximately 500 feet. The total drilling footage for this evaluation will be approximately 240 linear feet.

102.5.2.4 Perform laboratory testing on samples.

102.5.2.5 Identify the corrosive characteristics of the soil.

102.5.2.6 Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;

102.5.2.7 Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.

102.5.2.8 Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.

102.5.2.9 Provide recommendation and definition for suitable and unsuitable materials.

102.5.2.10 Make recommendations for the treatment and/or removal of unsuitable bearing soils.

102.5.2.11 Make recommendations for trench safety during excavation.

102.5.2.12 Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.

102.5.2.13 Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.

102.5.2.14 Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.

102.5.2.15 Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.

102.5.2.16 Prepare a hydro-geological report in areas where shallow groundwater is discovered.

102.5.2.17 Make recommendation for trench patching.

102.5.2.18 If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.

102.5.2.19 Patching of borings will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for the geotechnical report will be based on completed proof of permit close out for said borings.

102.5.3 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

102.5.5 Deliverables: The Consultant shall provide **three (3)** bound copies of the Geotechnical Report to the City's Representative with the 30% Design Submittal.

102.6 Bridge Type and Selection Narrative

102.6.1 The US 95 Bridges Study dated November 2018 provides preliminary recommendations for the Bridge Type Selection and Layout. The recommendations from this report will be assessed along with any review comments provided by NDOT to establish the final structure type and configuration to advance to final design. A narrative of 2-3 pages will be provided at the conclusion of the assessment.

102.7 30% Design Phase Submittal

102.7.1 30% Design Phase Plans

102.7.1.1 The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.7.1.1.1 City Standard Cover Sheet identifying Project Participants
102.7.1.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
102.7.1.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
102.7.1.1.4 Abbreviations and Symbols
102.7.1.1.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
102.7.1.1.6 Horizontal control for centerline and rights-of-way monumentation plan
102.7.1.1.7 City provided Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
102.7.1.1.8 Sheet Index with key map
102.7.1.1.9 Typical Cross Section Sheets
102.7.1.1.10 Removal Plans
102.7.1.1.11 Roadway Plan and Profiles
102.7.1.1.12 Storm Drain Plan and Profiles
102.7.1.1.13 Utility Plans
102.7.1.1.14 Traffic Striping and Signing Plans including an inventory of existing traffic signs
102.7.1.1.15 Traffic Lighting and ITS Plans, including existing traffic lighting
102.7.1.1.16 Underdeck Lighting Plans
102.7.1.1.17 Traffic Signal Plans, including existing traffic signal infrastructure
102.7.1.1.18 Bridge Front Sheet
102.7.1.1.19 Conceptual Construction Phasing Exhibits
102.7.1.1.20 Bridge Type and Selection Narrative
102.7.1.1.21 Geotechnical Report

102.7.2 Preliminary Design Report – Not used

102.7.3 Deliverables: Submit one (1) full size set (24″ X 36″) and three (3) half size set (11″ X 17″) and all associated electronic files of the 30% Design Phase Plans to the City; Submit 30% Design Phase Plans (size and number determined by each Utility Company/Agency submittal requirements) to the following agencies for review:

102.7.3.1 NDOT
102.7.3.2 RTC-Engineering
102.7.3.3 RTC-FAST
102.7.3.4 Utility Companies (30% Design Plans only)

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

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

102.9 Overall Project Scope, Schedule and Budget Review

102.9.1 After City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this Contract or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this Contract. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this Contract as specifically allowed in other sections of this Contract.

102.9.1.1 Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction. If this task is required, it will be paid under additional services.

102.9.1.2 Consultant is hereby informed of the purpose of the deliverables in **102.9.1.1** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

ARTICLE 103: 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 Drainage Memorandum – Not used

103.1.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

103.1.2.1 City Standard Cover Sheet identifying Project Participants
103.1.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
103.1.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
103.1.2.4 Abbreviations and Symbols
103.1.2.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
103.1.2.6 Horizontal control for centerline and rights-of-way monumentation plan
103.1.2.7 City provided Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
103.1.2.8 Sheet Index with key map
103.1.2.9 Typical Cross Section Sheets
103.1.2.10 Removal Plans
103.1.2.11 Roadway Plan and Profiles
103.1.2.12 Construction Details
103.1.2.13 Storm Drain Plan and Profiles
103.1.2.14 Storm Drain Details
103.1.2.15 Utility Plans

103.1.2.16 Existing Utility Location Plan (SUE Plans)
103.1.2.17 Traffic Striping and Signing Plans
103.1.2.18 Traffic Lighting and ITS Plans
103.1.2.19 Traffic Signal Plans, including existing traffic signal infrastructure
103.1.2.20 Structural Drawings
103.1.2.21 Special Details as required for the Project
103.1.2.22 Bridge Design Drawings and Details

103.1.2.23 Deliverables: Submit one (1) full size set (24″ X 36″) and fifteen (15) half size set (11″ X 17″) and all associated electronic files of the 70% Design Phase Plans to the City; Submit two (2) copies of Structural Calculations to the City; Submit two (2) copies of half scale 70% Design Phase Plans and Structural Calculations (size and number determined by each Utility Company/Agency submittal requirements) to the following agencies for review:
103.1.2.23.1 NDOT
103.1.2.23.2 RTC-Engineering (Plans only)
103.1.2.23.3 Utility Companies (Plans only)

103.1.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:
103.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
103.1.3.2 CLV Sanitation
103.1.3.3 CLV General Fund

103.1.3.4 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit the 70% cost estimate to NDOT and RTC-Engineering.

103.1.4 70% Design Phase Special Provisions – Not used

103.1.5 ADA/PROWAG Design Memorandum – Consultant shall design the project to conform to PROWAG. If there are limitations triggered by existing infrastructure and PROWAG cannot be implemented, a summary for each location with a written description of the situation, photos, plans, and any other pertinent back up shall be provided for city files explaining the details and rationale for the final design. This only applies when PROWAG cannot be met.

103.1.5.1 Deliverables: Submit one (1) copy of the ADA/PROWAG Design Memorandum to the City.

103.2 **70% Walk Through** - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

ARTICLE 104: 90% DESIGN PHASE

104.1 90% Design Phase Submittal

104.1.1 Final Design Report – Not used.

104.1.2 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions and shall be checked against the geotech report to verify compatibility of the design. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

104.1.2.1 Deliverables: Submit one (1) full size set (24 X 36) and fifteen (15) half size sets (11 X 17) and all associated electronic files of the 90% Design Phase Plans to the City; Submit two (2) copies of Structural Calculations to the City; Submit two (2) copies of half size 90% Design Phase Plans and Structural Calculations (size and number determined by each Utility Company/Agency submittal requirements) to the following agencies for review:

104.1.2.1.1 NDOT
104.1.2.1.2 RTC-Engineering (Plans only)
104.1.2.1.3 Utility Companies (Plans only)

104.1.3 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:
104.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
104.1.3.2 CLV Sanitation
104.1.3.3 CLV General Fund

104.1.3.4 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 90% cost estimate to NDOT and RTC-Engineering.

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

104.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions (number determined the agency) to NDOT and RTC-Engineering.

104.1.5 ADA/PROWAG Design Memorandum – Consultant shall finalize the Design Memorandum prepared with the 70% plans and be responsible to keep this document current through construction completion with any changes that would impact the locations not designed to PROWAG.

104.2 Not used

104.3 Not used

104.4 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

104.5 Not used

104.6 Finalize Permit Applications – The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 105: 100% DESIGN PHASE

105.1 100% Design Phase Submittal

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

105.1.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten copies of the half scale plans, two full size plans, all associated electronic files, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final

Cost Estimate by funding source and two copies of structural calculations to NDOT and RTC. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

105.1.3 Deliverables for the 100% Final (Mylar) Submittal: One set of 24″ X 36″ Mylar Plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions, all associated electronic files and 100% Final Cost Estimate by funding source and two copies of final structural calculations to NDOT and RTC. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD Civil 3D version 2013 or 2014) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 106: BID PHASE

106.1 Pre-Bid Conference

106.1.1 The Consultant shall attend the pre-bid conference

106.2 Bid Requests and Responses

106.2.1 Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

106.3 Bid Opening

106.3.1 The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

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

ARTICLE 107: NOT USED

ARTICLE 108: NOT USED

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 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

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

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

ARTICLE 301: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	141	Includes 30 days for Survey and 21 days for CLV Review
70% DESIGN PHASE	141	Includes 21 days for CLV Review
90% DESIGN PHASE	111	Includes 21 days for CLV Review
100% DESIGN PHASE	81	Includes 21 days for CLV Review
BID PHASE	90	
CONSTRUCTION PHASE		NOT USED
POST CONSTRUCTION PHASE		NOT USED
TOTAL CALENDAR DAYS TO COMPLETE:	**564**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

ARTICLE 303: CONSTRUCTION

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

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 **$800,713.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

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

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$646,125.00	

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

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

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

401.5 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Lump Sum Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	**$ 6,464.00**
101.2	Kick-Off Meeting and Progress Meetings	**$ 12,984.00**
101.3	Utility and Agency Coordination	**$ 14,752.00**
101.4	Project Permits	**$ 5,640.00**
101.6	NDOT Coordination	**$ 20,674.00**
101.7	Coordination with Other Projects	**$ 3,960.00**
101	**Subtotal Hours**	
101	**Subtotal Fee**	**$ 64,474.00**
102	**30% DESIGN PHASE**	
102.1	Survey	**$ 25,214.00**
102.2	Right-of-Way	**$ 5,968.00**
102.3	Records Review, Information Research and Analysis of Data	**$ 4,700.00**
102.4.9.8	SUE - Potholing	**$ 18,755.00**
102.4.10.1	SUE - Existing Utility Location Plan	**$ 9,168.00**
102.5	Geotechnical Investigation	**$ 37,568.00**
102.6	Bridge Type and Selection Narrative	**$ 5,972.00**
102.7.1	30% Design Phase Plans	**$ 62,565.00**
102.8	30% Walk Through	**$ 5,296.00**
102.9	Overall Project Scope, Schedule and Budget Review	**$ 2,424.00**
102	**Subtotal Hours**	
102	**Subtotal Fee**	**$ 177,630.00**
103	**70% DESIGN PHASE**	
103.1.2	70% Design Phase Plans	**$ 173,201.00**
103.1.3	70% Design Phase Construction Cost Estimate	**$ 10,171.00**
103.1.5	ADA/PROWAG Design Memorandum	**$ 6,840.00**
103.2	70% Walk Through	**$ 5,296.00**
103	**Subtotal Hours**	
103	**Subtotal Fee**	**$ 195,508.00**
104	**90% DESIGN PHASE**	
104.1.1	90% Design Phase Plans	**$ 104,841.00**
104.1.3	90% Design Phase Construction Cost Estimate	**$ 7,985.00**

TASK	DESCRIPTION	Lump Sum Task Amounts
104.1.4	90% Design Phase Special Provisions	$ 13,963.00
104.1.5	Finalize ADA/PROWAG Design Memorandum	$ 3,712.00
104.4	Bidability and Constructability (B&C)	$ 4,488.00
104.6	Finalize Permit Applications	$ 4,340.00
104	**Subtotal Hours**	
104	**Subtotal Fee**	$ 139,329.00
105	**100% DESIGN PHASE**	
105.1.2	100% Pre-Final (Bond) Submittal	$ 40,406.00
105.1.3	100% Final (Mylar) Submittal	$ 13,280.00
105	**Subtotal Hours**	
105	**Subtotal Fee**	$ 53,686.00
106	**BID PHASE**	
106.1	Pre-Bid Conference	$ 1,584.00
106.2	Bid Requests and Responses	$ 12,330.00
106.3	Bid Opening	$ 1,584.00
106	**Subtotal Hours**	
106	**Subtotal Fee**	$ 15,498.00
	Total Basic Services Hours	
	Total Basic Services Fee	$ 646,125.00

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

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

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

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$154,588.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:
402.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
402.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.5.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
402.5.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
402.5.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
402.5.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
402.5.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.5.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
402.5.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide hydrology analysis and hydraulics.
402.5.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
402.5.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.5.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System –** As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
402.5.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
402.5.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
402.5.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
402.5.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
402.5.18 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
402.5.19 **Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project. Bridge widening design based on the Vegas Drive structure configuration identified as "Layout 1, Scenario 3" in the US 95 Bridges Study, November 2018 will require increased design effort and is therefore not included within this scope of services. Should this configuration ultimately be selected, necessary supplemental design services will be paid for separately under Additional Services Tasks upon separate authorization by the City.**

402.5.20 **Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.**

402.5.21 Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

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

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

402.5.24 Landscaping and Aesthetics: As required by the City, Consultant shall provide landscaping and aesthetics design services.

402.5.25 National Environmental Policy Act (NEPA) Analysis – As required by the City, Consultant shall provide NEPA analysis services to obtain a Categorical Exclusion.

402.5.26 Animation and Renderings – As required by the City, Consultant shall provide Animations and Rendering services.

402.5.27 Construction Phasing Exhibits - As required by the City, Consultant shall provide additional conceptual US 95 construction phasing exhibits for alternative bridge types.

402.5.28 Conceptual Traffic Control Exhibits - As required by the City, Consultant shall provide conceptual traffic control exhibits showing temporary lane configurations and portable precast concrete barrier rail on US 95 through the new bridge work areas.

402.5.29 Additional Structural Design – Bridge widening design based on the Vegas Drive structure configuration identified as "Layout 1, Scenario 3" in the US 95 Bridges Study, November 2018 will require increased design effort and is therefore not included within this scope of services. Should this configuration ultimately be selected, necessary supplemental design services will be paid for separately under Additional Services Tasks upon separate authorization by the City.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Project Manager	$202	Per Hour
Sr. Project Engineer	$194	Per Hour
Project Engineer	$165	Per Hour
Senior Designer	$146	Per Hour
Technician / Designer	$129	Per Hour
Engineering Intern	$110	Per Hour
CAD Tech	$100	Per Hour
Clerical	$80	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

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

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Lump Sum Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	**$ 41,840.00**
	Additional Topographic Survey	**$ 11,208.00**
	As-Builts	**$ 6,884.00**
	Utility Potholing	**$ 7,416.00**
	Submittal Review	**$ 15,656.00**
	Construction Support Services	**$ 46,736.00**
	Landscaping Design	**$ 24,848.00**
	Total Additional Services - Hours	
	Total Additional Services - Fee	**$ 154,588.00**

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: Lyle Wilcox, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Vanjeeswaran Krishna Kumar, P.E.

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Roger Patton, PE

601.1.3 PROJECT MANAGER: Vanjeeswaran Krishna Kumar, P.E.

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Vanjeeswaran Krishna Kumar Kannimangalam

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 019428

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 AERIAL MAPPING: Sunrise Engineering

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: BergerABAM

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.1.9 GEOTECHNICAL ENGINEER: Ninyo & Moore

602.1.10 LAND SURVEYOR: N/A

602.1.11 POTHOLING: KCI Engineering

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: Louis Berger US, Inc.	**Services for:** Vegas Drive Overpass Completion at US-95
Address: 444 E. Warm Springs Road, Suite 118, Las Vegas, NV 89119	
Telephone: 702-736-6632	**Project Number:** 190223-JH
EIN or DUNS : 13-3622707	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	WSP USA Inc. (100% owner)	One Penn Plaza, 2nd Floor, New York, NY 10119	212-465-5000
2.	Louis Berger U.S., Inc.'s ultimate parent is WSP Global Inc., a Canadian corporation publicly traded on the Toronto Stock Exchange	See continuation	
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: 1

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document:_____

Date of Attached Document:_____ Number of Pages: ____

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

Roger J. Patton, PE, Vice President
Name

2/19/2019
Date

Subscribed and sworn to before me this 19TH day of February, 2019

Notary Public

CAROL DAVID-FAJARDO
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-7593-1
MY APPT. EXPIRES MAY 12, 2020

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

2. Policy

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.

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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.

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	WSP USA Inc. (100% owner)	One Penn Plaza, 2nd Floor, New York, NY 10119	212-465-5000
2.	Louis Berger U.S., Inc.'s ultimate parent is WSP Global Inc., a Canadian corporation publicly traded on the Toronto Stock Exchange	See continuation	
3.			
4.			
5.			
6.			
7.			
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9.			
10.			

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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.

Roger J. Patton, PE, Vice President
Name

2/19/2019
Date

Subscribed and sworn to before me this 19TH day of February, 2019

Notary Public

CAROL DAVID-FAJARDO
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-7593-1
MY APPT. EXPIRES MAY 12, 2020

PRIME DESIGN SERVICES CONTRACT
FOR
JACKSON AVENUE COMPLETE STREET IMPROVEMENTS (H STREET TO C STREET)

THIS CONTRACT is made and entered into this 8th day of April, 2019, 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 **Wood Rogers Inc.**, (the "Consultant"), a **Corporation**, whose address is **2190 E. Pebble Road, Suite 145, Las Vegas, Nevada 89123**.

WITNESSETH:

WHEREAS, the City intends to construct the **Jackson Avenue Complete Street Improvements (H Street to C Street)** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification

of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $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 Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

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

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

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

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

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

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

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

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

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

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

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

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding

more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

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

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

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

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

10.14 ***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 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.

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

10.21 ***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 10.20C of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Contract.

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

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

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

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

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

10.24 ***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.

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

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

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

CITY OF LAS VEGAS

By _____ 4-9-19
Edward O'Neal, Manager, Purchasing & Contracts Date

CONSULTANT – WOOD RODGERS INC.

By _____ 3/8/19
Bryan Gant, P.E. Date

ATTEST

_____ 4/9/19
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

_____ 3/4/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of this agreement address the development of conceptual Complete Street Improvements that can be implemented on Jackson Avenue from H Street to C Street. Improvements will help support the *Vision 2014 Downtown Las Vegas Master Plan* and *The HUNDRED Plan for the Historic Westside Community* element. The project will repurpose Jackson Avenue to improve walkability, multi-modal mobility and enhance the urban form through landscaping, lighting, and urban design elements. Three (3) corridor cross section alternatives will be developed with the intent to select a preferred for future final design development.

Other elements of work include pavement reconstruction, ADA parking, smart city and communications infrastructure, hydraulic analysis, lighting design, utility investigations, survey/mapping, geotechnical investigations, and public outreach.

100.2 Construction Cost Budget

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

100.2.2 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4.1.4 Regional Transportation Commission of Southern Nevada Policies and Procedures
100.4.1.5 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
100.4.1.6 Manual on Uniform Traffic Control Devices
100.4.1.7 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4.1.8 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4.1.9 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005

100.4.1.10 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4.1.11 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.12 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4.1.13 Freeway and Arterial System of Transportation (FAST) standards
100.4.1.14 National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide
100.4.1.15 Regional Transportation Commission of Southern Nevada Complete Streets Initiative
100.4.1.16 Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

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

100.6.7 The Consultant shall ensure that the new design work contains no asbestos containing building materials of any kind without approval of the Engineer.

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

100.6.9 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations. Additionally, projects shall be in conformance with the "Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way", available at: http://www.access-board.gov. In the event the consultant is not able to comply with these standards a "PROWAG design exception memorandum shall be prepared as required in the project submittals.

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

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

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

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

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

100.6.15 Plan and Special Provision Production and Submission

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

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

100.6.15.1.1 The aerial topography will be converted to a three-dimensional surface of the existing topography

100.6.15.1.2 The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system

100.6.15.1.3 Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data

100.6.15.1.4 Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks

100.6.15.1.5 Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model

100.6.15.1.6 Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines

100.6.15.1.7 Surface elements of the design will be designed three-dimensionally

100.6.15.1.8 Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography

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

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

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

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

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

100.6.16 Cost Estimates

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

100.6.17 Construction Change Orders (Not Used)

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

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

100.6.18.1 Article 101 – Preliminary and General Items
100.6.18.2 Article 102 – 30% Design Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

100.7.1.1 Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and

from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.1.4 Project Management Software. Upon City request, Consultant shall utilize the City's **online project management software** for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency

requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

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

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

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

101.3 Utility and Agency Coordination

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

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")
101.3.1.2 Clark County Department of Public Works
101.3.1.3 City of Las Vegas work groups, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Operations and Maintenance, and Land Development
101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
101.3.1.5 Freeway and Arterial System of Transportation ("FAST")
101.3.1.6 Utility providers, including but not limited to, NV Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, other fiber optic and communication carriers
101.3.1.7 Nevada Department of Transportation ("NDOT") and
101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Utility base drawing will be developed within the SUE Task.

101.3.2.1 Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks. **Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.**

101.3.2.2 Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.

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

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

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30% submittal.

101.3.5 The Consultant shall submit design plans for review.

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

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

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

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at 30% design level.

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project: **None at This Time**

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

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

101.5 Public Outreach

101.5.1 The Consultant will be responsible to coordinate project information and assist City of Las Vegas (City) staff and any other public outreach consultant (if applicable) in conducting public informational meetings and hearings, preparing displays, attendance by staff members who are knowledgeable of the project, and shall be responsible for:

101.5.1.1 Preparing exhibits for the project
101.5.1.2 Assist City staff and any other public outreach consultant (if applicable) in preparing handouts for public information meeting
101.5.1.3 Responding to public comments as part of the record of the meeting
101.5.1.4 Participating in the meeting to explain the project and answer questions
101.5.1.5 Prepare PowerPoint presentations

101.5.2 The Consultant shall assist City staff and any other public outreach consultant (if applicable) with creating, preparing and releasing relevant and timely information regarding project status during design and construction to the following:

101.5.2.1 Elected Officials
101.5.2.2 Media outlets
101.5.2.3 Property owners and tenants
101.5.2.4 Businesses
101.5.2.5 Other stakeholders

101.5.2.6 Deliverables: coordinating, facilitating, attending, preparing exhibits, letters, notices, flyers, meeting minutes and specialty signing (e.g., business information, traffic control, etc.).

101.5.3 Stakeholder Meetings

101.5.3.1 The Consultant will be responsible to coordinate project information and assist City staff and any other public outreach consultant (if applicable) for **two (2)** meetings required with project stakeholders prior to construction and shall be performed to determine the landscape aesthetic treatments on the project. The purposes of the meetings shall be, but not limited to, identifying potential project aesthetic treatment alternatives, locations, determining long term maintenance participation, building consensus among aesthetic stakeholders and

choosing a preferred alternative from the three (3) proposed conceptual plans. **If this task is required, it will be paid under additional services.**

101.5.3.2 The Consultant will be responsible to coordinate project information and assist City staff and any other public outreach consultant (if applicable) for **two (2)** Public Meetings during the project.

101.5.3.3 Deliverables: coordinating, facilitating, attending, preparing exhibits, letters, notices, flyers and meeting minutes meetings.

101.6 Alternatives Analysis and Design Workshop

101.6.1 The Consultant shall prepare three (3) conceptual alternatives for proposed improvements between H Street and C Street incorporating widened sidewalks, opportunities for sidewalk art, bulb-outs at cross streets, and street trees. The alternate concepts will be provided to the City Representative as a roll plot plan view of the roadway including typical cross section exhibits showing the configuration of the right-of-way, traffic lanes, sidewalk, parking, landscaping, etc., and construction cost estimates shall be prepared for each alternative. Consultant shall attend two (2) design workshops to present alternatives to the public and select the "preferred" alternative. Consultant shall prepare an agenda and exhibits for the workshop. Within five (5) business days following the workshop, Consultant shall prepare and distribute draft workshop meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.6.2 Deliverables: The Consultant shall provide two (2) sets of roll plot plans and two (2) copies of a typical section exhibit for each alternative concept to the City

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

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

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

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

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

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

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

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

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

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

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

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

102.2 Right-of-Way

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

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 30% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included with the 30% design submittal.

102.2.4 70% Submittal. (Not Used)

102.2.5 90% Submittal. (Not Used)

102.2.6 100% Submittal. (Not Used)

102.2.7 Prior to Bid. (Not Used)

102.2.8 Deliverables: Exhibits at the 30% submittal as outlined in 102.2.3 through 102.2.6; Letter summarizing Right-of-Way, Easements and AEP status as outlined in 102.2.7

102.3 Records Review, Information Research and Analysis of Data

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

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

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.3.4 Traffic signal equipment (Not Used)

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 Work Standards

102.4.1.4 Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.

102.4.1.5 It is intended that this Scope of Work and the City of Las Vegas Standard Operating Procedure 07- SUBSURFACE UTILITY ENGINEERING shall take precedence.

102.4.1.6 All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor.

102.4.2 Quality Level B Tasks (Inclusive of Quality Level C Tasks)

102.4.2.1 Perform tasks as described for QL C. There is no prescribed order in which QL C and B tasks must be performed.

102.4.2.2 Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits (to be determined after 30% design; Quality Level B task will be paid for by Additional Services), and/or to trace a particular utility line or system.

102.4.2.3 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, and QL B information.

102.4.2.4 As appropriate, amend the indicated quality level of depicted information.

102.4.3 Quality Level A Tasks (Inclusive of Quality Level B Tasks)

102.4.3.1 Perform tasks as described for QL B. There is no prescribed order in which QL B and A tasks must be performed.

102.4.3.2 CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.

102.4.3.3 The Consultant may recommend test locations based on the requirements of the project and on existing subsurface utility information.

102.4.3.4 When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.

102.4.3.5 Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.

102.4.3.6 Measure and/or record the following information on an appropriately formatted test hole data sheet that has been sealed and dated by the Consultant:

102.4.3.6.1 For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.

102.4.3.6.2 Elevation of existing grade over utility at test hole.

102.4.3.6.3 Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.

102.4.3.6.4 Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.

102.4.3.6.5 Approximate centerline bearing of utility line.

102.4.3.6.6 Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.

102.4.3.6.7 Utility structure material composition, when reasonably ascertainable.

102.4.3.6.8 Identity of benchmarks used to determine elevations.

102.4.3.6.9 Utility facility condition.

102.4.3.6.10 Pavement thickness and type when applicable.
102.4.3.6.11 Soil type and site conditions.
102.4.3.6.12 Identity of utility owner/operator.
102.4.3.6.13 Other pertinent information as is reasonably ascertainable from test hole.

102.4.3.7 Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.

102.4.3.8 No potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

102.4.3.9 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.3.10 Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.

102.4.3.11 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.3.12 As appropriate, amend the indicated quality level of depicted information.

102.4.4 SUE Deliverables
102.4.4.1 Consultant shall prepare a separate "Existing Utility Location Plan" upon completion of QL C and QL D tasks and update thereafter which clearly depicts applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:
102.4.4.1.1 Existing rights-of-way
102.4.4.1.2 Centerlines and control alignments
102.4.4.1.3 Easements
102.4.4.1.4 Existing topographical information
102.4.4.1.5 All utilities within the project limits
102.4.4.1.6 QL A test hole locations

102.4.4.2 Appropriately formatted test hole data sheets that have been sealed and dated by the Consultant as described in QL A tasks above to be included with the final plans.

102.4.1.1 Electronic drawing file of the "Existing Utility Location Plan" updated to the most current information at each regular submittal.

102.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal:

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

102.5.2 It is anticipated that the geotechnical report may include, but is not limited to the following:
102.5.2.1 Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
102.5.2.2 Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.
102.5.2.3 Perform laboratory testing on samples.
102.5.2.4 Identify the corrosive characteristics of the soil.
102.5.2.5 Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
102.5.2.6 Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
102.5.2.7 Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
102.5.2.8 Provide recommendation and definition for suitable and unsuitable materials.
102.5.2.9 Make recommendations for the treatment and/or removal of unsuitable bearing soils.
102.5.2.10 Make recommendations for trench safety during excavation.

102.5.2.11 Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.

102.5.2.12 Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.

102.5.2.13 Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.

102.5.2.14 Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.

102.5.2.15 Prepare a hydro-geological report in areas where shallow groundwater is discovered.

102.5.2.16 Make recommendation for trench patching.

102.5.2.17 If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.

102.5.2.18 Patching of borings will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for the geotechnical report will be based on completed proof of permit close out for said borings.

102.5.3 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

102.5.5 Deliverables: The Consultant shall provide two (2) bound copies and electronic file of the Geotechnical Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

102.6 Drainage Memorandum

102.6.1 The Consultant shall prepare a drainage memorandum summarizing the analysis of the impact of the roadway cross-section chosen, including normal depth calculations. The Consultant may use the Central Neighborhood study to determine flow rates.

102.7 30% Design Phase Submittal

102.7.1 30% Design Phase Plans

102.7.1.1 The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.7.1.1.1 City Standard Cover Sheet identifying Project Participants

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

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

102.7.1.1.4 Abbreviations and Symbols

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

102.7.1.1.6 Horizontal control for centerline and rights-of-way monumentation plan

102.7.1.1.7 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)

102.7.1.1.8 Sheet Index with key map

102.7.1.1.9 Typical Cross Section Sheets

102.7.1.1.10 Removal Plans

102.7.1.1.11 Roadway Plan and Profiles

102.7.1.1.12 Storm Drain Plan and Profiles (Not Used)

102.7.1.1.13 Utility Plans

102.7.1.1.14 Traffic Striping and Signing Plans

102.7.1.1.15 Traffic Lighting Plans, including existing traffic lighting

102.7.1.1.16 Traffic Signal Plans, including existing traffic signal infrastructure (Not Used)

102.7.2 Preliminary Design Report (Not Used)

102.7.3 Deliverables: Submit two (2) copies of the Preliminary Drainage Memo to the City; Submit one (1) full size set (24" X 36") and 10 half size sets (11" X 17") and all associated electronic files of the 30% Design Phase Plans to the City; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the RTC and Utilities for review.

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

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

102.9 30% Design Phase Comment Resolution

102.9.1 Consultant will address comments from the 30% Design Phase Plan review and not progress design with this contract.

102.9.2 Deliverables: Submit two (2) half size sets (11" X 17") of 30% Comment Resolution Plans and comment resolution matrix to the City.

102.10 Overall Project Scope, Schedule and Budget Review

102.10.1 As an Additional Service to be authorized by the City, after City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this Contract or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this Contract. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this Contract as specifically allowed in other sections of this Contract.

102.10.1.1 Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction. If this task is required, it will be paid under additional services.

102.10.1.2 Consultant is hereby informed of the purpose of the deliverables in **102.10.1.1** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

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 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

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

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

ARTICLE 301: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	180	
70% DESIGN PHASE		
90% DESIGN PHASE		
100% DESIGN PHASE		
BID PHASE		
CONSTRUCTION PHASE		
POST CONSTRUCTION PHASE		
TOTAL CALENDAR DAYS TO COMPLETE:	**180**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

ARTICLE 303: CONSTRUCTION

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

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 **$183,740**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

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

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$168,340.00	

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

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

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

401.5 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Lump Sum Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 16,280.00
101.2	Kick-Off Meeting and Progress Meetings	$ 10,700.00
101.3	Utility and Agency Coordination	$ 9,100.00
101.4	Project Permits	$ 1,040.00
101.5	Public Outreach	$ 13,450.00
101.6	Alternative Analysis and Design Workshop	$ 13,450.00
101	**Subtotal Hours**	
101	**Subtotal Fee**	$ 64,020.00
102	**30% DESIGN PHASE**	
102.1	Survey	$ 20,670.00
102.2	Right-of-Way	$ 6,720.00
102.3	Records Review, Information Research and Analysis of Data	$ 7,120.00
102.4	Subsurface Utility Engineering (SUE) Services	$ 15,920.00
102.5	Geotechnical Investigation	$ 11,865.00
102.6.1	Drainage Memorandum	$ 7,160.00
102.7.1	30% Design Phase Plans	$ 30,505.00
102.7	Walk Through	$ 4,360.00
102	**Subtotal Hours**	
102	**Subtotal Fee**	$ 104,320.00
	Total Basic Services Hours	
	Total Basic Services Fee	$ 168,340.00

Contract No.:

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

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

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

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$15,400.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:

402.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

402.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

402.5.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

402.5.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

402.5.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.

402.5.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.

402.5.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

402.5.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.

402.5.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

402.5.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

402.5.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

402.5.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

402.5.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

402.5.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

402.5.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

402.5.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

402.5.18 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

402.5.19 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

402.5.20 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

402.5.21 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

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

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

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Project Manager	$200	Per Hour
Sr. Project Engineer	$180	Per Hour
Project Engineer	$155	Per Hour
Senior Designer	$130	Per Hour
Technician / Designer	$110	Per Hour
Engineering Intern	$100	Per Hour
CAD Tech	$100	Per Hour
Clerical	$80	Per Hour
PLS	$150	Per Hour
LSI	$110	Per Hour
2-Man Survey Crew	$190	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

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

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Lump Sum Task Amounts
	ADDITIONAL SERVICES	
	Overall Project Scope, Schedule and Budget Review	**$ 6,060.00**
	Additional Services	**$ 9,340.00**
	Total Additional Services - Hours	
	Total Additional Services - Fee	**$ 15,400.00**

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: Randy McConnell, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Bryan Gant, P.E.

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Mark Casey, P.E.

601.1.3 PROJECT MANAGER: Jeff Hale, P.E.

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Brian Martinezmoles, P.E.

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 021202

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 AERIAL MAPPING: Aero Tech Mapping Inc.

602.1.2 ENVIRONMENTAL:

602.1.3 CIVIL ENGINEER:

602.1.4 STRUCTURAL ENGINEER:

602.1.5 MECHANICAL ENGINEER:

602.1.6 ELECTRICAL ENGINEER:

602.1.7 LANDSCAPE DESIGN:

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant):

602.1.9 GEOTECHNICAL ENGINEER: Ninyo & Moore

602.1.10 LAND SURVEYOR:

602.1.11 POTHOLING: Cardno

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Wood Rodgers, Inc.	**Services for: Jackson Avenue Complete Street Improvements (H Street to C Street)**
Address: 2190 E. Pebble Road	
Telephone: (702) 905-4050	**Project Number:**
EIN or DUNS : 01-024-2332	

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.	Mark Rodgers – President	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
2.	Steven Strickland – Vice President	1361 Corporate Blvd., Reno, Nevada 89502	775-823-4068
3.	Johnathan Kors – Vice President	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
4.	Karrie Mosca – Vice President	4670 Willow Rd. Ste. 125, Pleasanton, CA 94588	925-847-1556
5.	Peter Tobia – Vice President	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
6.	Mark Casey– Vice President	1361 Corporate Blvd., Reno, Nevada 89502	775-823-4068
7.	Cary Chisum– Vice President	1361 Corporate Blvd., Reno, Nevada 89502	775-823-4068
8.	Mark Rayback – Vice President	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
9.	Andrew Durling – Vice President	1361 Corporate Blvd., Reno, Nevada 89502	775-823-4068
10.	Jeffery Carpenter – Vice President	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
11.	Bryan Gant – Principal	2190 E. Pebble Road Ste. 145, Las Vegas, NV 89123	702-220-3680
12.	Timothy Crush – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
13	Timothy Denham – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
14.	Mark Cendagorta – Principal	1361 Corporate Blvd., Reno, Nevada 89502	775-823-4068
15.	James Smith – Principal	1361 Corporate Blvd., Reno, Nevada 89502	775-823-4068
16.	Kevin Gustof – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
17.	Paul Klein – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
18.	Jeffery Lodge – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
19	Matthew Spokely – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
20.	Michael Montroni - Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
21.	Phillip Tabor – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
22.	Larry Ernst – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
23.	Chris Hodge – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
24.	Johnathan Nicolaus – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
25.	Paul Meuser – Principal	4670 Willow Rd. Ste. 125, Pleasanton, CA 94588	925-847-1556
26.	Daniel Matthies – Principal	180 Grand Ave., Ste 775, Oakland, CA 94612	510-208-2400
27.	Michael Long – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760

28.	Stanley Mette – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
29.	Dennis Barber – Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760
30.	Gerardo Calvillo - Principal	3301 C Street, Bldg. 100-B, Sacramento, CA 95816	916-341-7760

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.

Mark Casey Vice President
Name

March 06, 2019
Date

Subscribed and sworn to before me this 6th day of March, 2019

Amber Harmon
Notary Public

AMBER HARMON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 01-71987-2 Expires November 17, 2021

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: Louis Berger US, Inc.	**Services for:** Vegas Drive Overpass Completion at US-95
Address: 444 E. Warm Springs Road, Suite 118, Las Vegas, NV 89119	
Telephone: 702-736-6632	**Project Number:** 190223-JH
EIN or DUNS : 13-3622707	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	WSP USA Inc. (100% owner)	One Penn Plaza, 2nd Floor, New York, NY 10119	212-465-5000
2.	Louis Berger U.S., Inc.'s ultimate parent is WSP Global Inc., a Canadian corporation publicly traded on the Toronto Stock Exchange	See continuation	
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: 1

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Roger J. Patton, PE, Vice President
Name

2/19/2019
Date

Subscribed and sworn to before me this 19TH day of February, 2019

Notary Public

CAROL DAVID-FAJARDO
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-7593-1
MY APPT. EXPIRES MAY 12, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
19

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

SUBJECT:
For possible action to approve award of Contract No. 190224-DD, Prime Design Services Contract for Floyd Lamb Park Sewer Extension located at 9200 Tule Springs Road - Department of Public Works - Award recommended to: GCW, INC. ($208,510 - Sanitation Enterprise Fund) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $208,510
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The project consists of design and professional engineering services for Floyd Lamb Park Sewer Extension. The project will include the design of approximately 3,200 linear feet of new sanitary sewer line and connections to restrooms 1, 3 & 4, guard shack, gun club, foreman's house and four-plex buildings. 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. Stanley Consultants, Inc. has offices located in Las Vegas, NV.

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

BACKUP DOCUMENTATION:
1. Contract No. 190224-DD
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT FOR FLOYD LAMB PARK SEWER EXTENSION

THIS CONTRACT is made and entered into this _____ day of _____, 2019, 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 **GCW, Inc.**, (the "Consultant"), a **Corporation organized and existing under the laws of the State of Nevada**, whose address is **1555 South Rainbow Boulevard, Las Vegas, Nevada 89146**.

WITNESSETH:

WHEREAS, the City intends to construct the **Floyd Lamb Park Sewer Extension** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Contract, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall

not unreasonably deny approval unless the City adjudges the substitution to not be in the interest of the City or the Project.

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the

fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of Additional Compensation.

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $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 Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

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

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

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

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

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

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

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

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

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

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

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

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required

to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

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

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

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

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

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

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

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

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

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

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

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

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

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By_____
EDWARD O'NEAL, Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 3/13/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

GCW, INC.

By_____
TIM MCCOY, President

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " D-1 " BASIC SERVICES FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " E-1 " ADDITIONAL SERVICES FEE BREAKDOWN

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

This project consists of preparing preliminary and final design for the extension of the existing on-site sanitary sewer within Floyd Lamb Park and the connection to on-site buildings that are currently served by a septic system. The sanitary sewer line extension includes approximately 3,200 linear feet of new sanitary sewer line and connecting to Restrooms #1, 3 & 4, Guard Shack, Gun Club, Foreman's house and Four-Plex buildings. The project also includes the abandonment of eight existing septic tanks and leach fields including permitting assistance with the Southern Nevada Health District.

100.2 Construction Cost Budget

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

100.2.2 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

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

100.4.1.12 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4.1.13 Freeway and Arterial System of Transportation (FAST) standards
100.4.1.14 National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

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

100.6.7 The Consultant shall ensure that the new design work contains no asbestos containing building materials of any kind without approval of the Engineer.

100.6.8 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference

notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.9 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations. Additionally, projects shall be in conformance with the "Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way", available at: http://www.access-board.gov. In the event the consultant is not able to comply with these standards a "PROWAG design exception memorandum shall be prepared as required in the project submittals.

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

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

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

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

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

100.6.15 Plan and Special Provision Production and Submission

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

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

100.6.15.1.1 The aerial topography will be converted to a three-dimensional surface of the existing topography

100.6.15.1.2 The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system

100.6.15.1.3 Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data

100.6.15.1.4 Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks

100.6.15.1.5 Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model

100.6.15.1.6 Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines

100.6.15.1.7 Surface elements of the design will be designed three-dimensionally

100.6.15.1.8 Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography

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

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

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

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

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

100.6.16 Cost Estimates

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

100.6.17 Construction Change Orders

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

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

to the City as whether the appropriate reason code box has been checked.

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

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

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

100.6.18.1 Article 101 – Preliminary and General Items
100.6.18.2 Article 102 – 30% Design Phase
100.6.18.3 Article 103 – 70% Design Phase
100.6.18.4 Article 104 – 90% Design Phase
100.6.18.5 Article 105 – 100% Design Phase
100.6.18.6 Article 106 – NOT USED
100.6.18.7 Article 107 – NOT USED
100.6.18.8 Article 108 – NOT USED

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

100.7.2.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents or files remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City

elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.1.4 Project Management Software. Upon City request, Consultant shall utilize the City's **online project management software** for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately nine (9) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

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

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")
101.3.1.2 Clark County Department of Public Works
101.3.1.3 City of Las Vegas work groups, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Operations and Maintenance, and Land Development
101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
101.3.1.5 Freeway and Arterial System of Transportation ("FAST")
101.3.1.6 Utility providers, including but not limited to, NV Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, other fiber optic and communication carriers
101.3.1.7 Nevada Department of Transportation ("NDOT") and
101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Utility base drawing will be developed within the SUE Task.

101.3.2.1 Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks. **Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.**

101.3.2.2 Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.

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

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

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

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

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

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

101.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority

speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

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

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project :

101.4.2.1 Abandonment of the existing septic tanks and leach fields through the Southern Nevada Health District.

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

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

101.5 Public Outreach – NOT USED

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

102.1.1 Horizontal Control. The horizontal control will be provided by the City.

102.1.2 Vertical Control. The vertical control will be provided by the City.

102.1.3 Control Survey. The control information from the Brett Lane Record of Survey will be utilized for this project.

102.1.4 Boundary Survey – NOT USED

102.1.5 Record of Survey – NOT USED

102.1.6 Survey Control Plan – NOT USED

102.1.7 Survey Monument Inventory – NOT USED

102.1.8 Design Topographic Survey. Topographic survey information will be provided by the City. In the event that aerial survey data is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey and update the surface where necessary.

102.1.8.1 NOT USED

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

102.2 Right-of-Way – NOT USED

102.3 Records Review, Information Research and Analysis of Data

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

102.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information

into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.3.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task. – NOT USED

102.4 Subsurface Utility Engineering (SUE) Services – NOT USED

102.5 Geotechnical Investigation – NOT USED

102.6 30% Design Phase Submittal

102.6.1 30% Design Phase Plans

102.6.1.1 The 30% plans are to be prepared for the proposed improvements and limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.6.1.1.1 City Standard Cover Sheet identifying Project Participants
102.6.1.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
102.6.1.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
102.6.1.1.4 Abbreviations and Symbols
102.6.1.1.5 Horizontal control for centerline monumentation plan
102.6.1.1.6 Sheet Index with key map
102.6.1.1.7 Removal/Abandonment Plans
102.6.1.1.8 Sewer Plan and Profiles
102.6.1.1.9 Details

102.6.2 Preliminary Design Report – NOT USED

102.6.3 Deliverables: Submit two (2) full size sets (24″ X 36″) and seven (7) half size set (11″ X 17″) and all associated electronic files of the 30% Design Phase Plans to the City; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

102.6.4 The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Upon request by the City, Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

102.6.5 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by two (2) independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

102.6.6 Deliverables: Submit QC/QA certification letters. Assurance review set of plans, quantities of materials, and specifications upon request.

102.7 Walk Through – NOT USED

102.8 Overall Project Scope, Schedule and Budget Review

102.8.1 After City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this Contract or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this Contract. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this Contract as specifically allowed in other sections of this Contract.

102.8.1.1 Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction. If this task is required, it will be paid under additional services.

102.8.1.2 Consultant is hereby informed of the purpose of the deliverables in **102.8.1.1** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

ARTICLE 103: 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 Draft Final Design Report and Detailed Hydraulic Analysis – NOT USED

103.1.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

103.1.2.1 City Standard Cover Sheet identifying Project Participants
103.1.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
103.1.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
103.1.2.4 Abbreviations and Symbols
103.1.2.5 Horizontal control for centerline monumentation plan
103.1.2.6 Sheet Index with key map
103.1.2.7 Removal/Abandonment Plans
103.1.2.8 Sewer Plan and Profiles
103.1.2.9 Details

103.1.2.10 Deliverables: Submit seven (7) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) and all associated electronic files to the City; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

103.1.3.1 CLV Sanitation

103.1.3.2 CLV General Fund

103.1.3.3 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted).

103.1.4 70% Design Phase Special Provisions – NOT USED.

103.1.5 ADA/PROWAG Design Memorandum – NOT USED.

103.1.6 The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Upon request by the City, Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

103.1.7 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by two (2) independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

103.1.8 Deliverables: Submit QC/QA certification letters. Assurance review set of plans, quantities of materials, and specifications upon request.

103.2 **70%** Walk Through – NOT USED.

ARTICLE 104: 90% DESIGN PHASE

104.1 **90% Design Phase Submittal**

104.1.1 Final Design Report – NOT USED.

104.1.2 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions and shall be checked against the geotech report to verify compatibility of the design. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

104.1.2.1 Deliverables: Submit seven (7) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) and all associated electronic files to the City; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.3 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

104.1.3.1 CLV Sanitation

104.1.3.2 CLV General Fund

104.1.3.3 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted).

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

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

104.1.5 ADA/PROWAG Design Memorandum – NOT USED.

104.1.6 The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Upon request by the City, Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

104.1.7 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by two (2) independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

104.1.8 Deliverables: Submit QC/QA certification letters. Assurance review set of plans, quantities of materials, and specifications upon request.

104.2 **BUY AMERICA(N) COMPLIANCE – NOT USED**

104.3 **90% Walk Through** - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

104.4 **Bidability and Constructability (B&C)** - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

104.5 **Project Presentations – NOT USED.**

104.6 **Finalize Permit Applications** – The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 105: 100% DESIGN PHASE

105.1 **100% Design Phase Submittal**

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

105.1.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten copies of the half scale plans, two full size plans, all associated electronic files, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

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

105.1.4 The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Upon request by the City, Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

105.1.5 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by two (2) independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

105.1.6 Deliverables: Submit QC/QA certification letters. Assurance review set of plans, quantities of materials, and specifications upon request.

ARTICLE 106: NOT USED

ARTICLE 107: NOT USED

ARTICLE 108: NOT USED

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 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

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

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

ARTICLE 301: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	110	
70% DESIGN PHASE	80	
90% DESIGN PHASE	50	
100% DESIGN PHASE	30	
TOTAL CALENDAR DAYS TO COMPLETE:	**270**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

ARTICLE 303: CONSTRUCTION

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

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 $208,510.00. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

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

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$120,510.00	

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

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

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

401.5 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Lump Sum Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	**$ 6,850.00**
101.2	Kick-Off Meeting and Progress Meetings	**$ 7,600.00**
101.3	Utility and Agency Coordination	**$ 3,210.00**
101.4	Project Permits	**$ 1,360.00**
101	**Subtotal Fee**	**$ 19,020.00**
102	**30% DESIGN PHASE**	
102.3	Records Review, Information Research and Analysis of Data	**$ 4,450.00**
102.6.1	30% Design Phase Plans	**$ 18,385.00**
102.6.4	Quality Control/Quality Assurance (QC/QA) Review	**$ 660.00**
102.8	Overall Project Scope, Schedule and Budget Review	**$ 2,380.00**
102	**Subtotal Fee**	**$ 25,875.00**
103	**70% DESIGN PHASE**	
103.1.2	70% Design Phase Plans	**$ 30,120.00**
103.1.3	70% Design Phase Construction Cost Estimate	**$ 2,785.00**
103.1.6	Quality Control/Quality Assurance (QC/QA) Review	**$ 660.00**
103	**Subtotal Fee**	**$ 33,565.00**
104	**90% DESIGN PHASE**	
104.1.2	90% Design Phase Plans	**$ 18,880.00**
104.1.3	90% Design Phase Construction Cost Estimate	**$ 1,925.00**
104.1.4	90% Design Phase Special Provisions	**$ 4,455.00**
104.1.6	Quality Control/Quality Assurance (QC/QA) Review	**$ 660.00**
104.3	90% Walk Through	**$ 3,040.00**
104.4	Bidability and Constructability (B&C)	**$ 2,180.00**
104.6	Finalize Permit Applications	**$ 1,175.00**
105	**Subtotal Fee**	**$ 32,315.00**
105	**100% DESIGN PHASE**	
105.1.2	100% Pre-Final (Bond) Submittal	**$ 7,370.00**
105.1.3	100% Final (Mylar) Submittal	**$ 1,705.00**
105.1.4	Quality Control/Quality Assurance (QC/QA) Review	**$ 660.00**
105	**Subtotal Fee**	**$ 9,735.00**
	Total Basic Services Fee	**$ 120,510.00**

ADDITIONAL SERVICES ALLOWANCE

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

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

401.4 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$88,000.00	See list below.

401.6.1 Additional Services may include, but are not limited to, the following:
401.6.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
401.6.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
401.6.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
401.6.5 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
401.6.6 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
401.6.7 **Structural Engineering** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
401.6.8 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.
401.6.9 **Geotechnical** – As required by the City, Consultant shall provide a geotechnical report.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Project Manager	$215	Per Hour
Sr. Project Engineer	$185	Per Hour
Project Engineer	$165	Per Hour
Senior Designer	$145	Per Hour
Technician / Designer	$130	Per Hour
Engineering Intern	$110	Per Hour
CAD Tech	$100	Per Hour
Clerical	$70	Per Hour
PLS	$150	Per Hour
LSI	$110	Per Hour
2-Man Survey Crew	$205	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

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

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Direct Expenses	Lump Sum Task Amounts
	ADDITIONAL SERVICES		
	Addenda		$ 6,080.00
	Additional Design Services		$ 30,120.00
	Additional Topographic Survey		$ 5,600.00
	Construction Assistance		$ 11,000.00
	Hydrology and Hydraulics		$ 4,950.00
	Structural Engineering		$ 10,250.00
	Utility Potholing	$ 10,000.00	$ 10,000.00
	Geotechnical	$ 10,000.00	$ 10,000.00
	Total Additional Services - Hours		
	Total Additional Services - Fee	$ 20,000.00	$ 88,000.00

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: Alisha Auch

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Jeremy Leavitt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Joseph Cetrulo, P.E.

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Tim McCoy, P.E.

601.1.3 PROJECT MANAGER: Joseph Cetrulo, P.E.

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Joseph Cetrulo, P.E.

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 21389

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 AERIAL MAPPING: N/A

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.1.9 GEOTECHNICAL ENGINEER: N/A

602.1.10 LAND SURVEYOR: N/A

602.1.11 POTHOLING: N/A

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 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: GCW, Inc.	
Address: 1555 S. Rainbow Boulevard, Las Vegas, NV 89146	**City / ST / Zip:**
Telephone: (702) 804-2000	**EIN or DUNS :**
Block 2: Description / Subject Matter of Contract	
Services for: Floyd Lamb Park Sewer Line Continuation	**Project Number:** 190224-DD

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.	Timothy A. McCoy President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2.	James R. Van Woerkom Chief Financial Officer	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4.	Brian L. Schmidt Executive Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5.	Paul Burn Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6.	Eric Giles Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7.	Gia Nguyen Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8.	Vicki Marjerison Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
9.	John Tobin Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
10.	Joseph Cetrulo Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

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.

State of Nevada
County of Clark

_____
Name

2/28/19
Date

This instrument was acknowledged
Subscribed and sworn to before me this 20th day of
February, 20 19 by James Van Woerkom.

_____
Notary Public

JANINE NOBLE
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3884-1
My Appt. Expires October 10, 2021

(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
11.	Daphne Hoffman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
12.	Todd Kelly Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
13.	Betty Kilmer Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
14.	Stephen Jones Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
15.	Marvin Maize Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
16.	Johnnie Pate Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
17.	Wes Petty Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
18.	Kevin Tomlinson Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
19.	Saundra Vance Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
20.	Employee Stock Ownership Plan	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

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 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: GCW, Inc.	
Address: 1555 S. Rainbow Boulevard, Las Vegas, NV 89146	**City / ST / Zip:**
Telephone: (702) 804-2000	**EIN or DUNS :**
Block 2: Description / Subject Matter of Contract	
Services for: Floyd Lamb Park Sewer Line Continuation	**Project Number:** 190224-DD

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.	Timothy A. McCoy President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2.	James R. Van Woerkom Chief Financial Officer	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4.	Brian L. Schmidt Executive Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5.	Paul Burn Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6.	Eric Giles Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7.	Gia Nguyen Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8.	Vicki Marjerrison Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
9.	John Tobin Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
10.	Joseph Cetrulo Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

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

2/28/19
Date

State of Nevada
County of Clark
This instrument was acknowledged
Subscribed and sworn to before me this 20th day of
February, 20 19 by James Van Woerkom.

_____
Notary Public

JANINE NOBLE
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3884-1
My Appt. Expires October 10, 2021

(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.

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AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
20

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

SUBJECT:
For possible action to approve award of Contract No. 190251-DC, Blanket Services Contract for Construction Manager as Agent and Staff Augmentation Services - Department of Public Works - Award recommended to: ATKINS NORTH AMERICA, INC. (Not-to-Exceed $800,000 Annually - Various Funds)

FISCAL IMPACT:
Budget Funds Available
Amount: $800,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This blanket services contract provides for construction manager as agent and staff augmentation professional services to the Department of Public Works in support of various projects related to the City's Capital Improvement program. 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. Atkins North America, Inc. is located in Henderson, Nevada.

RECOMMENDATION:
Approve award as recommended for one year from date of award with one one-year option to renew, with signature authority granted to the Purchasing Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 190251-DC
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 _____, 2019, 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 **Atkins North America, Inc.,**(the "Consultant"), a **Corporation organized and existing under the laws of the State of Nevada, whose address is 2270 Corporate Circle, Suite 200, Henderson, Nevada 89074.**

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 **ONE YEAR** unless terminated earlier pursuant to Section 10.02 or 10.03 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. 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 10.20 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 $250,000 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 $250,000 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 $160,000 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.*** The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized agent, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Contract. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and the Consultant to the coverage, limits, and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas, C/O Insurance Tracking Services, Inc. (ITS)
Email: certContract@instracking.com
Email copy to: clvinsurance@lasvegasnevada.gov

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999

A certified, true, and exact copy of the insurance policies required herein shall be promptly provided to the City upon request.

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

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.

10.24 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_____
Edward O'Neal Date
Manager, Purchasing & Contracts

CONSULTANT

By Matt Baird 3/18/19
Matt Baird Date
Vice President
Atkins North America, Inc.

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 3/14/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " 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 CONTRACT RENEWALS. The initial performance period shall be for ONE YEAR. The City may, at its sole option, extend performance period for up to ONE (1) one-year period beyond the initial contract period. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

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

400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **$800,000 annually.**

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 2.85, 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	$130.00
Senior Project Manager	$110.00
Engineer	$85.00
Construction Manager/Project Manager	$90.00
Construction Coordinator	$70.00
Senior Inspector	$65.00
Inspector	$55.00
CADD Technician	$50.00
Document Administrator	$40.00
Scheduler	$85.00

* 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, P.E.
600.2 CITY REPRESENTATIVE'S SUPERVISOR: Allen Pavelka, P.E.

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): Mauricio Cardenas, P.E.
601.3 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Linda Shields, P.E.

601.4 CONSTRUCTION COORDINATOR: As stated in each Project Task Order
601.5 CONSTRUCTION INSPECTOR: As stated in each Project Task Order
601.6 DOCUMENT ADMINISTRATOR: As stated in each Project Task Order
601.7 OTHER PERSONNEL: As stated in each Project Task Order

601.8 RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff) Linda Shields, P.E.
List name of individual Architect, individual Engineer, or Contractor company name as licensed:
List Architect, Engineer, or Contractor license number: CE 021015

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: Aztech Inspections and Testing; Geotechnical Services, Inc.
602.1.1.2 ENVIRONMENTAL MONITORING: Geotechnical & Environmental Services, Inc.
602.1.1.3 CIVIL ENGINEER: In house
602.1.1.4 STRUCTURAL ENGINEER: In House
602.1.1.5 MECHANICAL ENGINEER: TBD
602.1.1.6 ELECTRICAL ENGINEER: TBD
602.1.1.7 LANDSCAPE DESIGN: In House
602.1.1.8 COST ESTIMATOR: In House
602.1.1.9 GEOTECHNICAL ENGINEER: Geotechnical & Environmental Services, Inc.
602.1.1.10 LAND SURVEYOR: In House

END OF EXHIBIT "F"

EXHIBIT "H"

PROJECT TASK ORDER

Number H-___

Blanket Contract Project Name:
Blanket Contract Date:
Blanket Contract Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

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

Project Name:
Location:
Description:
Construction Cost Budget:

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

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

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

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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: Atkins North America, Inc.	**Services for:** Construction Management and Staff Augmentation
Address: 2270 Corporate Circle, Suite 200 Henderson, NV 89074	
Telephone: 702-990-7432	**Project Number:**
EIN or DUNS :	

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.	Atkins North America, Inc. is a wholly owned subsidiary of The Atkins North America Holdings Corporation. The Atkins North America Holdings Corporation is a wholly owned subsidiary of Atkins US Holdings, Inc. Atkins US Holdings, Inc. is a wholly owned subsidiary of SNC-Lavalin Group, Inc., (traded on the Toronto, Canada exchange). The Atkins North America Holdings Corporation and Atkins North America, Inc. do not own shares in SNC-Lavalin Group, Inc.	4030 West Boy Scout Boulevard, Ste. 700 Tampa, FL 33607	803-282-7275
2.			
3.			
4.			

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.

Matt [signature], Vice President
Name

3/6/2019
Date

Subscribed and sworn to before me this 6th day of March, 2019

Becky Thoennes
Notary Public

BECKY THOENNES
Notary Public, State of Nevada
Appointment No. 18-1267-1
My Appt. Expires Feb 1, 2022

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
21

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

SUBJECT:
For possible action to approve award of Amendment No.1 to Bid 15.1762.06-JH, 2016 Annual Concrete Replacement and Small Asphalt Patching - Department of Operations and Maintenance - Award recommended to: MIKON CONSTRUCTION COMPANY, INC. ($1,700,000 annually - Street Maintenance Special Revenue Fund, Street Maintenance Capital Projects Fund and Street Maintenance Enterprise Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $1,700,000
Funding Source: Street Maintenance SRF, CPF and EF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
On March 16, 2016 the subject Contract was awarded by City Council for the removal and replacement of asphalt pavement, concrete sidewalk, curb and gutter, driveways, sidewalk drains and valley gutters, installation of tactile warning panels, adjustment of utility valves, manholes and boxes, and installation of electrical conduit. This amendment will increase the not-to-exceed amount from $3,800,000 to $5,500,000 annually. This increase will accommodate Operations and Maintenance preprogram schedule for the remaining terms of the contract as part of the annual maintenance and repair program. Funding is provided in part by the Motor Vehicle Fuel Tax and Fuel Revenue Indexing Fund. Mikon Construction Company, Inc. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Amendment No.1 to Contract No. 15.1762.06-JH

AMENDMENT NO.1

BID 15.1762.06-JH, 2016 ANNUAL CONCRETE REPLACEMENT AND SMALL ASPHALT PATCHING

THIS AMENDMENT No. 1 is made and entered into this _____ day of _____, 2019, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and MIKON CONSTRUCTION COMPANY, INC. (hereinafter the "Contractor", (the "Consultant"), a Corporation organized and existing under the laws of the State of Nevada, whose address is 4245 West Reno Avenue, Las Vegas, Nevada 89118.

WHEREAS, the City and the Contractor have entered into that certain Owner-Contractor Agreement, Contract BID 15.1762.06-JH, 2016 Annual Concrete Replacement and Small Asphalt Patching dated April 4, 2016,

WHEREAS, the first and second renewal option were issued, and the third renewal options was issued with an effective renewal term through January 31, 2020 and is in full force and effect, and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Contractor to expand the scope of work to allow for some additional special projects, and additional tasks programed for the remaining renewal terms of the contract, and

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

1. **CONTRACT AMOUNT:**

   Delete the following:

   3. CONTRACT AMOUNT. For performance of the Work, The Owner agrees to pay the Contractor the following amount: **Three Million Seven Hundred Twenty-Six Thousand Two Hundred Eighty-Nine Dollars and Ninety-Five Cents. ($3,726,289.95)** (the "Contract Amount"). The aforementioned amount is subject to increase or decrease as provided in the Contract.

   Replace with the following:

   3. CONTRACT AMOUNT. For performance of the Work, The Owner agrees to pay the Contractor the **annual not-to-exceed** amount of: **Five Million Five Hundred Thousand Dollars ($5,500,000)** (the "Contract Amount"). The aforementioned amount is subject to increase or decrease as provided in the Contract.

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

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

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

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

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

CITY OF LAS VEGAS

EDWARD O'NEAL Date
Manager, Purchasing and Contracts

CONTRACTOR- MIKON CONSTRUCTION COMPANY INC.

3-14-2019

STEPHEN RAY, Director Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 3/13/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
22

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

SUBJECT:
For possible action to approve award of Contract No. 190123-JH, Federal Project No. CM-0032(143), Right of Way Services Agreement for the City of Las Vegas Right Turn Intersection Improvements Project - located on Rainbow Boulevard and Cheyenne Avenue, Cheyenne Avenue and Jones Boulevard, Charleston Boulevard and Community College Drive, Merialdo Lane and Charleston Boulevard - Department of Public Works - Award recommended to: OVERLAND, PACIFIC & CUTLER, LLC ($199,865 - Traffic Improvements Capital Projects Fund) - Wards 1, 2, 4 and 5 (Tarkanian, Vacant, Anthony and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $199,865
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for professional services for right of way services; consultant will provide negotiation and acquisition services for the Right Turn Intersection Improvements Project. Funding is provided by the Nevada Department of Transportation (NDOT). Overland, Pacific & Cutler, LLC was selected through a competitive Request for Proposals process and has a local office in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 190123-JH
2. Certificate – Disclosure of Ownership/Principals

RIGHT OF WAY SERVICES AGREEMENT
FOR
THE CITY OF LAS VEGAS RIGHT TURN INTERSECTION IMPROVEMENTS PROJECT

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 **OVERLAND, PACIFIC & CUTLER, LLC, (the "Consultant"),** a Corporation, whose address is **2305 Mustang Drive, Suite 100, Grapevine, TX 76051.**

W I T N E S S E T H:

WHEREAS, the City intends to construct the City of Las Vegas Right Turn Intersection Improvements Project; and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services for all appraisal, appraisal review, and acquisition activities for City of Las Vegas Right Turn Intersection Improvements Project, more fully described below and in the exhibits attached hereto; (herein the "Project"); and

WHEREAS, the Consultant or subconsultant(s) is properly licensed pursuant to NRS 645C, and 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, 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 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 RSOQ Form D – AFFIDAVIT REQUIRED UNDER SECTION 112(C) SUSPENSION DEBARMENT. RSOQ 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 **Multiplier.** A multiplier of **2.728** is established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative cost, 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 a lump sum fee provided prior written approval for such services is given by the City Representative.

7.04 ***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.

7.05 ***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.

7.07 ***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 $25,000 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 RSOQ Form D – AFFIDAVIT REQUIRED UNDER SECTION 112(C) SUSPENSION OR DEBARMENT. RSOQ 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 ***Request for Statements of Qualifications (RSOQ).*** All requirements set forth in the RSOQ 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.

10.26 ***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.

10.27 ***Certification – No Israel Boycott*** [CAO 6/11/18] By signing this Contract, Supplier 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.

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

CITY OF LAS VEGAS

By_____
Edward O'Neal
Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 3/5/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By Charles Grombacher 3/5/19

Charles Grombacher, Regional Manager, Overland, Pacific & Cutler, LLC.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " SAMPLE INVOICE

EXHIBIT " H " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " I " DOT TITLE VI ASSURANCES (DOT ORDER 1050.2)

EXHIBIT " J " DISADVANTAGE BUSINESS PARTICIPATION

EXHIBIT " K " CONSULTANT COST - CERTIFICATION OF FINAL INDIRECT COSTS

EXHIBIT " L " FEDERAL FORMS

EXHIBIT "A" SCOPE OF SERVICES

The scope and location of the Project is generally described as follows: Request for Right of Way Services, for The City of Las Vegas Right Turn Intersection Improvements Project. There are no anticipated relocations on this project.

ARTICLE 100: SITES

100.1 APNs 138-14-101-001: Rainbow Ridge Plaza LLC
The parcel is occupied by a Burger King restaurant and is located at the southeast corner of Rainbow Boulevard and Cheyenne Avenue. The proposed acquisitions include: Right of Way for right turn lane and easements for Las Vegas Valley Water District, City of Las Vegas Pedestrian and Traffic Signal, City of Las Vegas streetlight, and a Temporary Construction Easement.

100.2 APN 138-10-816-003: 95 LLC
A 7-Eleven convenience store is located on this parcel at the northwest corner of Rainbow Boulevard and Cheyenne Avenue. The proposed acquisitions include: Right of Way for a right turn lane and easements for City of Las Vegas Pedestrian and Traffic Signal, City of Las Vegas streetlight, and a Temporary Construction Easement.

100.3 APN 138-10-816-007: 95 LLC
A Jiffy Smog structure and plaza mall are located on this parcel, which is near the northwest corner of Rainbow Boulevard and Cheyenne Avenue. This parcel is north of the above parcel 138-10-816-003. The proposed acquisitions include: Right of Way for a right turn lane, an easement for the Las Vegas Valley Water District, and a Temporary Construction Easement.

100.4 APN 138-14-501-008: Central Property Development Inc.
A Walgreen's store is located on this parcel at the southwest corner of Cheyenne Avenue and Jones Boulevard. The proposed acquisitions include a City of Las Vegas streetlight easement and a Temporary Construction Easement.

100.5 APN 163-02-601-007: State of Nevada Division of Lands
A parking lot with temporary buildings is located on this parcel at the southeast corner of Charleston Boulevard and Community College Drive. Proposed acquisition is a Temporary Construction Easement.

100.6 APN 138-32-819-000: Verano Condominiums
This parcel is occupied by a condominium association. It is located at the northeast corner of Merialdo Lane and Charleston Boulevard. The proposed acquisitions include a right of way acquisition, a City of Las Vegas Pedestrian and Traffic Signal easement, and a temporary construction easement.

100.7 APN 163-02-501-002: University Board of Regents
This parcel is occupied by the College of Southern Nevada. The proposed improvements are located on the northwest corner of Charleston Boulevard and Community College Drive. The acquisitions include a temporary construction easement. Additionally, legal rights are needed for a right hand turn lane as well as a City of Las Vegas Pedestrian and Traffic Signal facility, City of Las Vegas streetlight, and a Las Vegas Valley Water District facility.

SCOPE OF SERVICES

100.8 OVERVIEW OF SCOPE OF SERVICES

100.9 Under this scope of services, the Right of Way Consultant will provide Acquisition Services for the Right Turn Intersection Improvements Project.

100.10 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.

100.11 It is anticipated that the major activities include:

100.11.1 Project Planning and Management (SR/WA preferred)
100.11.2 Property Negotiations (RWA or SR/WA certification preferred)
100.11.3 Title and Escrow Services
100.11.4 Schedule for Construction: It is anticipated that construction completion for the project will be achieved by **October, 2020**. This is subject to change.

100.12 DETAILED DESCRIPTION OF SCOPE OF SERVICES

100.12.1 As more fully described in the following subsections, CONSULTANT will provide all services necessary to update project cost estimates for appraisal, appraisal review, acquisition, relocation, and property management to meet federal and NDOT guidelines (up to 3 updates).CONSULTANT will acquire title to real property in the name of the CITY, in form and substance acceptable to the CITY; relocate displaced persons (i.e., displaced businesses, non-profit corporations, small farms and residential occupants), perform all property management functions except demolition activities. CONSULTANT will maintain and provide complete and detailed records of all right-of-way activities performed in a manner acceptable to the CITY

100.12.1.1 Complete all administrative activities and prepare all documentation sufficient to acquire the right-of-way. Obtain the CITY/NDOT's review and approval of all appraisals, appraisal reviews, acquisition 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 NDOT/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.

100.12.1.2 CONSULTANT will deliver all reports, correspondence, and documents relating to each acquisition 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.

100.12.1.3 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.

100.12.1.4 CONSULTANT will update and modify right-of-way cost estimates for this Scope of Services work as the acquisitions progress. The cost estimate: (1) will include the cost of appraisal, appraisal review and acquisition. Additional Cost estimates required will be covered under additional services.

100.12.1.5 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:

100.12.1.6 Acquisition of real property rights;

100.12.1.7 Appraisal of property interests;

100.12.1.8 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)], NDOT's Right-of-Way Manual (Manual), CITY's policies and procedures, Uniform Standards of Professional Appraisal Practice, 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) NDOT/CITY regulations and policies for acquisition, appraisal, appraisal review of real property, and the relocation of displacees for this project.

100.12.1.9 CONSULTANT will use the most current manual provided by Nevada Department of Transportation (NDOT)
Deliverables:

100.12.1.10 ROW Status Reports,

100.12.1.11 Updated Cost Estimates,

100.12.1.12 Electronic Files as requested and noted above.

100.13 PROJECT PLANNING AND MANAGEMENT, CONSULTANT RESPONSIBILITIES

100.13.1 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.

100.13.2 Comprehensive initial project planning, including policy and budget analysis, and participation in informational meetings with the public and official representatives.

100.13.3 Tracking and managing all budgetary-related aspects of the project associated with CONSULTANT's Scope of Work.

100.13.4 Assisting the CITY with the development of administrative policies, procedures, and forms necessary to carry out the initial program.

100.13.5 Ongoing general consultation and project coordination with the CITY, social service agencies, governmental entities, and project team members.

100.13.6 Representation of the CITY at public meetings and hearings.

100.13.7 Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.

100.13.8 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.

100.13.9 Coordinate with federal and state oversight agencies such as NDOT and FHWA.

100.13.10 Subcontracting for and managing any necessary disciplines as identified below in this Scope of Work.

100.14 CITY OVERSIGHT, MONITORING, AND REVIEW

100.14.1 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.

100.14.2 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 during the project with ownership (i.e.: diary).

100.15 SUBMITTAL

100.15.1 Within twenty (20) working days after issuance of Notice to Proceed (NTP), CONSULTANT shall submit a schedule for the acquisition and delivery of right-of-way to the Right-of-Way Division and Project Management Division for review and written approval. Include in the schedule the following:

100.15.2 The beginning date and anticipated completion date of right-of-way acquisition (per parcel); the schedule shall include milestones for each step in the right-of-way process, updated twice per month until acquisitions are complete. The schedule will be provided in Microsoft Project and Adobe Acrobat or other approved software.

100.15.3 Priorities for parcels whose acquisition will significantly impact the Project Schedule and/or affect its critical path.

100.16 COMMUNICATIONS

100.16.1 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 subject line:

100.16.1.1 Assessor's Parcel Number(s);

100.16.1.2 P Name-of -the owner(s) of record;

100.16.1.3 Project Name and

100.17 CONDUCT MEETINGS

100.17.1 CONSULTANT will conduct meetings twice a month at the CITY or as agreed to by both parties. Topics may include:

100.17.1.1 Appraisal;

100.17.1.2 Appraisal Review;

100.17.1.3 Acquisitions (i.e., fee, Permanent easements, Temporary easements, Tenant-owned Improvements, Permissions to construct, Control of access);

100.17.1.4 Relocations of displaced persons and/or businesses;

100.17.1.5 Quality Assurance /Quality Control

100.17.1.6 The schedule for acquisition and delivery of right-of-way

100.17.1.7 Other Right of Way related topics as deemed necessary by the CITY.

100.17.2 Deliverables:

100.17.2.1 Agenda

100.17.2.2 Meeting Minutes

100.17.2.3 A final project scanned and organized document file downloaded on three (3) USB flash drives.

100.18 OWNER/PUBLIC INQUIRIES

100.18.1 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.

100.19 SETTING OF JUST COMPENSATION

100.22.1 CITY shall:

100.22.1.1 Have 5 calendar days to respond to CONSULTANT regarding appraisal.

100.22.1.2 Provide Just Compensation, as set by NDOT, within 7 calendar days after NDOT's establishment of 'just compensation'.

100.20 REAL PROPERTY ACQUISITION

100.23.1 CONSULTANT shall perform the following tasks upon receipt of the CITY's approved just compensation for each acquisition:

100.23.1.1 Conduct all assigned property negotiations in accordance with the requirements of the Manual, Nevada Revised Statutes, The Code of Federal Regulations (CFRs) and the Uniform Act. All acquisition agents hired to acquire real property for this project must be qualified agents approved by the CITY.

100.23.1.2 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.

100.23.1.3 Prepare a working file for each acquisition parcel following the procedures listed in the Manual, including a just compensation memorandum. 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.

100.23.1.4 Ensure all title and appraisal reports are current and updated.

100.23.1.5 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.

100.23.1.6 Make initial contact with owners to gather pertinent data, lease facts, and information to complete an Ownership Occupancy form (Form 547).

100.23.1.7 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.

100.23.1.8 Prepare acquisition packages in accordance with the Manual.

100.23.1.9 Prepare and deliver documents of conveyance 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.

100.23.1.10 Present a Title VI Compliance Questionnaire and The Title VI Nondiscrimination complaint Procedures for Federally Assisted Programs or Activities and give the owners, their agents and lessees of property to be acquired a copy of the "NDOT Division of Civil Rights Fact Sheet" brochure.

100.23.1.11 Submit one acquisition package to the CITY, for review and approval prior to contacting any owner. Such package shall be reviewed and returned to CONSULTANT with comment or direction for corrections within ten (10) working

days. CONSULTANT shall make all recommended corrections prior to contacting the owners. This package shall include applicable forms according to the Manual including, but not limited to, the Public Highway Agreement, Preliminary Title Report, Appraisal Report, Appraisal Review, Escrow Instructions, Deeds, Legal Description, Appraisal Summary Statement, Ownership Occupancy form (Form 547), Negotiator's Diary, right-of-way parcel maps, agent's business card, Nevada Highways and Your Property Brochure, a copy of the Just Compensation memo and Mutual Release forms when applicable.

100.23.1.12 Make every reasonable effort to meet with owners as soon as possible after receipt of acquisition 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 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 Manual and the Uniform Act. Such contacts shall be clearly documented in the Agent's parcel diary.

100.23.1.13 Coordinate with the Relocation Agent so that concurrent Acquisition and Relocation activities can be completed in the manner required under the Manual and the Uniform Act and to protect the affected property owner and/or tenant.

100.23.1.14 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.

100.23.1.15 When tenant-owned improvements have been certified and released by owner and tenant, make offers to tenants for tenant-owned improvements according to the Manual including, but not limited to, offer letter, Appraisal Summary Statement, Public Highway Agreement, Deed, and obtain and record a signed Mutual Release & Certification form.

100.23.1.16 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 with a summary memo, request for payment and all appropriate documents and forms as outlined in the Manual. 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. Monitor closing of escrow to ensure timely payment to owners.

100.23.1.17 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 hereln) that are feasible and are justified and will help expedite the right-of-way acquisition process.

100.23.1.18 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. 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 Condemnation Referral Letter Rescinding Offer (Forms 586) or Condemnation Referral w/continued Negotiations (Form 587) and Notice of Public Meeting (Form 503) and when applicable the Letter Rescinding Offer (Form 586B), 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.

100.23.1.19 Should any parcel being acquired require condemnation services for litigation, these services shall be covered through additional services.

100.23.2 Deliverables:

100.23.2.1 Acquisition Closing Package

100.23.2.2 Escrow Closing Package

100.23.2.3 Acquisition Files

100.23.2.4 Condemnation Package
100.23.2.5 USB Flash Drives

100.21 TITLE & ESCROW COORDINATION

100.24.1 Open escrow and coordinate execution of closing escrow instructions providing for title insurance coverage at the settlement amount.

100.24.2 Provide escrow officer with fully executed acquisition contract and notarized deed.

100.24.3 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.

100.24.4 Review settlement statement for accuracy.

100.24.5 Coordinate with CITY the deposit of acquisition amount and estimated closing costs with escrow.

100.24.6 After the closing, review the title insurance policy for accuracy.

100.24.7 Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate

100.24.8 NOTE: When a property is obtained by an order of occupancy through the court, a pictorial inventory shall be immediately performed, when requested by the CITY.

100.24.9 Deliverables: All Right-of-Way documentation for Appraisal. Appraisal Review. Acquisitions. Relocation. and Property Management as required by the Uniform Act and the Manual and all documentation included as specific deliverables in the sections above.

101 SUBCONTRACTS

101.11 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.

102 REGULATORY AUTHORITIES

102.11 The Consultant does hereby acknowledge, understand and agree that the Right-of-Way 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 Operation and Maintenance of the CITY. 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 Right-of-Way 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 Right-of-Way 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.

103 FEDERAL COMPLIANCE

103.11 BUY AMERICA (N) COMPLIANCE.

103.1.1 Consultant and subconsultants at all tiers shall:

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

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

103.1.1.3 Verify Contractor submittals provide evidence of compliance for products that the designer has not previously verified during design. Verify Contractor has submitted a certificate in proper form from the manufacturer if Buy America is required.

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

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

103.1.2 Federal Attachments: Attachment A and Attachment B are hereby included by reference.

ARTICLE 104 ADDITIONAL SERVICES

104.1 Additional Services may include, but are not limited to the following::

104.1.1 Relocation Assistance – All Relocation services, if needed, will be covered under additional services and performed in compliance with the Uniform Act and the NDOT Right of Way Manual.

104.1.2 Property Management – All Property Management, if needed will be covered under additional services and performed in compliance with the Uniform Act and the NDOT Right of Way Manual.

104.1.3 Parcel Mitigation – All Parcel Mitigation services, if needed, will be covered under additional services and performed in compliance with the Uniform Act and the NDOT Right of Way Manual.

104.1.4 Condemnation services for litigation, as required by the CITY.

104.1.5 Additional Parcel acquisitions, as required by the CITY.

104.1.6 Additional Appraisal Services, as required by the CITY.

104.1.7 Additional Appraisal Review Services, as required by the CITY.

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: PERFORMANCE SCHEDULE

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	October 2020	

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 **$199,865.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Article 500), times a multiplier (Section 7.02), plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$149,865.00	

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

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing direct salaries and subconsultant costs as detailed in Exhibit E. Work performed will be invoiced and paid in accordance with Section Seven.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D – 1
FEE BREAKDOWN

TASK	DESCRIPTION	Not To Exceed Amounts
100.13	**PROJECT PLANNING, MANAGEMENT, QA/QC**	
	Project Management	$16,500
	Meetings	$11,000
	Schedule	$8,500
	Progress Reports	$8,750
	Ownership Spreadsheet Preparation	$5,000
	Appraisal Management and Review	$7,700
	Just Comp Memos	$3,850
	Administrative Assistant	$5,625
	QA/QC	$7,500
	Acquisition Cost Estimate (1)	$3,250
100.23	**REAL PROPERTY ACQUISITION**	
	Commercial R/W Acquisitions	$67,690
100.21	**TITLE/ESCROW COORDINATION**	$4,500
	Total Basic Services Hours	
	Total Basic Services Fee	**$149,865**

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

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

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

402.3 The Consultant shall be compensated for Additional Services in accordance with the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$50,000	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:
402.5.2 Relocation Assistance – All Relocation services, if needed, will be covered under additional services and performed in compliance with the Uniform Act and the NDOT Right of Way Manual.
402.5.3 Property Management – All Property Management, if needed will be covered under additional services and performed in compliance with the Uniform Act and the NDOT Right of Way Manual.
402.5.4 Parcel Mitigation – All Parcel Mitigation services, if needed, will be covered under additional services and performed in compliance with the Uniform Act and the NDOT Right of Way Manual.
402.5.5 Condemnation services for litigation, as required by the CITY.
402.5.6 Additional Parcel acquisitions, as required by the CITY.
402.5.7 Additional Appraisal Services, as required by the CITY.
402.5.8 Additional Appraisal Review Services, as required by the CITY.

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 Section 7.0 (Compensation; Basic Services) 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
Program Manager	$74.51
Project Manager	$60.38
Senior Agent	$36.05
Agent	$24.03
Administration	$20.19

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
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

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

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

Exhibit E

REIMBURSABLE EXPENSES

501.5 The following Reimbursable Expenses are allowed:

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

501.6 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.

501.7 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.

501.8 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.

501.9 Estimated Travel and per diem expenses are included not-to-exceed the Basic Services Fees, Additional Travel expenses incurred prior to written authorization shall not be considered for reimbursement.

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

501.10.1 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.

501.10.2 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.

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

501.10.4 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: Kevin Cerny

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Alan 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: Charles Grombacher

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Ray Armstrong

601.1.3 PROJECT MANAGER: Todd Salvatore

END OF EXHIBIT "F"

EXHIBIT "G"

EXAMPLE INVOICE

Project Name:
Project Number
Invoice Number
Invoice Date:

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

Task	Description	Amount of Task	Amount Billed this Period	Amount Previoisly Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	**PRELIMINARY AND GENERAL ITEMS**	$0.00	$0.00	$0.00	$0.00	$0.00			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
101.5	Community Notification and Engagement				$0.00	$0.00			
0	0				$0.00	$0.00			
102	**30% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review, Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	30% Design Phase Plans				$0.00	$0.00			
102.6.2	Preliminary Design Report				$0.00	$0.00			
102.7	Walk Through				$0.00	$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				$0.00	$0.00			
103	**70% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
103.1.1	Draft Final Design Report				$0.00	$0.00			
103.1.2	70% Design Phase Plans				$0.00	$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				$0.00	$0.00			
103.1.4	70% Design Phase Special Provisions				$0.00	$0.00			
103.1.5	ADA/PROWAG Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
0.0	0				$0.00	$0.00			
104	**90% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Buy America Compliance				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	Bidability and Constructability (B&C)				$0.00	$0.00			
104.5	Project Presentations				$0.00	$0.00			
104.6	Finalize Permit Applications				$0.00	$0.00			
105	**100% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
105.1.2	100% Pre-Final (Bond) Submittal				$0.00	$0.00			

CONTRACT NO.:

Exhibit G

Project Name:
Project Number
Invoice Number
Invoice Date:

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

Task	Description	Amount of Task	Amount Billed this Period	Amount Previoisly Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
0	0				$0.00	$0.00			
106	**BID PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
106.4	0				$0.00	$0.00			
107	**CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
107.1	Pre-Construction Meeting				$0.00	$0.00			
107.2	Submittal Review				$0.00	$0.00			
107.3	Construction Support Services				$0.00	$0.00			
107.4	0				$0.00	$0.00			
108	**POST CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
108.1	Record Drawings				$0.00	$0.00			
108.2	0				$0.00	$0.00			
108.3	0				$0.00	$0.00			
108.4	0				$0.00	$0.00			
108.5	0				$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee	$0.00	$0.00						

	Additional Services Allowance:								
ASR#	**Total Additional Services Authorized**	$0.00	$0.00	$0.00	$0.00	$0.00			
1	0					$0.00			
2	0					$0.00			
3	0					$0.00			
4	0					$0.00			
5	0					$0.00			
6	0					$0.00			
7	0					$0.00			
8	0					$0.00			
9	0					$0.00			
10	0					$0.00			
	Total Billed This Invoice:		$0.00						

	Total Billed to date	Total Remaining	Percent Remaining
Basic Services:	0.00	$0.00	
Authorized Additional Services:	0.00	$0.00	
Additional Services Remaining:		$0.00	

Total Base Services Due this Invoice: $0.00

Total Additional Services Billed to Date $0.00

TOTAL AMOUNT OF INVOICE $0.00

CONTRACT NO.:

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

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT H - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Overland, Pacific & Cutler, LLC	
Address: 3750 Schaufele Ave. STE 150	**City / ST / Zip:** Long Beach, CA 90808
Telephone: 562-304-2000	**EIN or DUNS :** 955-3559948
Block 2: Description / Subject Matter of Contract	
Services for: Right of Way Services	**Project Number:** 190123-JH

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Brian Everett	3750 Schaufele Ave. STE 150 Long Beach CA 90808	562-304-2000
2	Mark La Bonte	1 Jenner, Suite 200, Irvine, CA 92618	562-304-2000
3	Ray Armstrong	2305 Mustang Dr, Suite 100, Grapevine, TX 76051	469-374-4802
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

Please see Jurat - attached

_____
Signature

3/7/2019
Date

Subscribed and sworn to before me this _____ day of _____, 20____

_____
Notary Signature

CALIFORNIA JURAT

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 7 day of March, 20 19, by Brian Everett,

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

MARITZA GUEVARA
COMM. #2169828
Notary Public - California
Los Angeles County
My Comm. Expires Oct. 28, 2020

(Seal)

Signature Maritza Guevara

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Certificate - Disclosure of Ownership/ Principals - City of Las Vegas

containing _____ pages, and dated _____.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
(●) form(s) of identification ( ) credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

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EXHIBIT I – 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).

EXHIBIT J – 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
N/A		%
		%
		%
		%

EXHIBIT K

EXHIBIT K - 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: OVERLAND, PACIFIC & CUTLER, LLC.

Signature of Certifying Official: Charles A Grombacher

Name of Certifying Official: CHARLES A. GROMBACHER

Title: REGIONAL MANAGER

Date of Execution: 03/08/19

*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 L

FEDERAL FORMS

As submitted with RSOQ process

**FORM D - AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF California }
COUNTY OF Los Angeles } SS

I, Brian Everett (Name of party signing this affidavit and the Proposal Form) CEO (title). being duly sworn do depose and say: That Overland, Pacific & Cutler, LLC (OPC) (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.

See attached

Brian Everett
Signature

CEO
Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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)

On December 19, 2018 before me, Maritza Guevara, Notary Public,
(here insert name and title of the officer)

personally appeared Brian Everett

,

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.

MARITZA GUEVARA
COMM. #2169828
Notary Public - California
Los Angeles County
My Comm. Expires Oct. 28, 2020

Signature Maritza Guevara

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

_____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

_____.

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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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.

Chad Wakefield

Name (please type or print)

Chad K. Wakefield

Signature

Emerging Markets Director/Program Manager

Title

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: Overland, Pacific & Cutler, LLC 400 Shadow Ln #211 LV, NV Congressional District, *if* known: _____ 89106	_____ Congressional District, *if* known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description:
_____ N/A	_____ CFDA Number, *if* applicable: _____N/A
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)* _____
N/A

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.

Chad K. Wakefield
Signature
Chad Wakefield, PMP, SR/WA, R/W-RAC, R/W-SAC
Print Name
Emerging Markets Director/Project Manager
Title
480-435-0623 1/3/2019
Telephone No. Date

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**FORM D - AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada }
COUNTY OF Clark } SS

I, Matthew Lubawy (Name of party signing this affidavit and the Proposal Form) Senior Managing Partner (title). being duly sworn do depose and say: That Valbridge Property Advisors | Las Vegas | Reno (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.

Matthew Lubawy
Signature

Senior Managing Partner
Title

Sworn to before me this 27th day of December, 20 18

Maina Flowers
Notary Public, Judge or other Official

(SEAL)

MAINA FLOWERS
Notary Public State of Nevada
No. 07-3583-1
My appt. exp. May 8, 2019

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.

Matthew Lubawy
Name (please type or print)

Signature

Senior Managing Partner
Title

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:* _____	_____ Overland, Pacific & Cutler, LLC (OPC) Congressional District, *if known:* _____
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, *if applicable:* _____
8. Federal Action Number, *if know:* N/A	9. Award Amount, *If known:* $ N/A
10. a. Name and Address of Lobbying Entity *(If individual, last name, first name, MI):* N/A *(attach Continuation Sheet(s) SF-LLL-A, If necessary)*	b. Individuals Performing Services *(including address if different from No. 10a)* N/A *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, If necessary)*
11. Amount of Payment *(check all that apply):* $ N/A ☐ 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: N/A
12. Form of Payment *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature N/A 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)* N/A

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

Matthew Lubawy
Print Name

Senior Managing Partner
Title

702-242-9369 12/27/2018
Telephone No. Date

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FORM D - AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

STATE OF NEVADA

COUNTY OF CLARK } SS

I, GLENN ANDERSON (Name of party signing this affidavit and the Proposal Form) OWNER ANDERSON VALUATION GROUP (title). being duly sworn do depose and say: That GLENN ANDERSON (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

ANDERSON VALUATION OWNER
Title

Sworn to before me this 27th day of December, 20 18

(SEAL)

KYLEY Z. SIMPSON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-01-2021
Certificate No: 17-1570-1

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.

GLENN ANDERSON
Name (please type or print)

Signature

OWNER ANDERSON VALUATION GROUP
Title

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:* NEVADA 1	_____ Overland, Pacific & Cutler, LLC (OPC) Congressional District, *if known:* _____
6. Federal Department/Agency. _____	7. Federal Program Name/Description: CITY OF LAS VEGAS RIGHT TURN IMPROVEMENTS CFDA Number, *if applicable:* _____ CM-0032(143)
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)* _____ ANDERSON, GLENN M. *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned 12. Form of Payment *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	13. Type of Payment *(check all that apply):* ☐ a. retainer ☒ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

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)* _____
APPRAISAL/APPRAISAL REVIEW SERVICES

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 _____
GLENN ANDERSON
Print Name
OWNER ANDERSON VALUATION GROUP
Title
702 3070888 12/27/18
Telephone No. Date

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EXHIBIT H - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Overland, Pacific & Cutler, LLC	
Address: 3750 Schaufele Ave. STE 150	**City / ST / Zip:** Long Beach, CA 90808
Telephone: 562-304-2000	**EIN or DUNS :** 955-3559948
Block 2: Description / Subject Matter of Contract	
Services for: Right of Way Services	**Project Number:** 190123-JH

Block 3: **Type of Business**

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

Exhibit H

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	Brian Everett	3750 Schaufele Ave. STE 150 Long Beach CA 90808	562-304-2000
2	Mark La Bonte	1 Jenner, Suite 200, Irvine, CA 92618	562-304-2000
3	Ray Armstrong	2305 Mustang Dr, Suite 100, Grapevine, TX 76051	469-374-4802
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

Please see Jurat - attached

/ Signature

3/7/2019
Date

Subscribed and sworn to before me this _____ day of _____, 20____

_____
Notary Signature

CALIFORNIA JURAT

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 7 day of March, 20 19, by Brian Everett,

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

MARITZA GUEVARA
COMM. #2169828
Notary Public - California
Los Angeles County
My Comm. Expires Oct. 28, 2020

(Seal)

Signature Maritza Guevara

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Certificate - Disclosure of Ownership/ Principals - City of Las Vegas

containing _____ pages, and dated _____.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
- [x] form(s) of identification
- [ ] credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- [ ] Affiant(s) Thumbprint(s)
- [ ] Describe: _____

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AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
23

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

SUBJECT:
For possible action to approve award of Contract No. 190223-JH, Prime Design Services Contract for Vegas Drive Over US95 Bridge Widening - Department of Public Works - Award recommended to: LOUIS BERGER U.S. INC. ($800,713 - Road & Flood Capital Projects Fund) - Wards 1 and 5 (Tarkanian and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $800,713
Funding Source: Road & Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for widening of the existing Vegas Drive Bridge over US95 to provide two traffic lanes, sidewalk, and a dedicated bike lane in each direction on Vegas Drive separated by a raised median. 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. Funding provided by the Regional Transportation Commission. LOUIS BERGER U.S. INC. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 190223-JH
2. Certificate – Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
VEGAS DRIVE OVER US95 BRIDGE WIDENING

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 **LOUIS BERGER U.S. INC.**, (the "Consultant"), a **CORPORATION**, whose address is **444 E. WARM SPRINGS ROAD, SUITE #118, LAS VEGAS, NV 89119**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **190223-JH, Prime Design Services Contract for Vegas Drive Over US95 Bridge Widening** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each

claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant

either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

Contract.

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

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $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 Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

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

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

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

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

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

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

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

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

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

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

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

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as

Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

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

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

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

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

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

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

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

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

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

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

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

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

pursuant to Section 10.20C of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Contract.

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By _____
Edward O'Neal, Manager, Purchasing & Contracts Date

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 3/5/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LOUIS BERGER U.S. Inc.

By _____ 3/6/19
Roger Patton, 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 " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Vegas Drive Overpass Completion at US 95 Project entails widening of the existing Vegas Drive Bridge over US 95 to provide two traffic lanes on Vegas Drive in each direction separated by a raised median. In each direction, the widening shall also accommodate a minimum of 5-foot wide sidewalk and a 5-foot wide bike lane with a 3-foot wide buffer between the bike lane and the outside travel lane. The project also includes the following roadway improvements to provide two travel lanes and a dedicated bike lane in each direction on Vegas Drive from Wintergreen Drive to Amboy Drive:

1. Reconstruction, mill and overlay, of the existing Vegas Drive pavement from Wintergreen Drive to Rock Springs Drive;
2. Reconstruction and widening of the north side of Vegas Drive from Rock Springs Drive to Rainbow Boulevard;
3. Reconstruction, mill and overlay, of the existing Vegas Drive pavement from Rainbow Boulevard to Amboy Drive;
4. Construction of new curb and gutter, sidewalk, and sidewalk ramps in accordance with the Proposed Guidelines for Accessible Rights-of-way (PROWAG) along the widened Vegas Drive;
5. Where Vegas Drive is not widened, upgrades to the existing sidewalk ramps to comply with the Proposed Guidelines for Accessible Rights-of-way (PROWAG);
6. Modifications to the two traffic signal systems on Vegas Drive at Rock Springs Drive and at Rainbow Boulevard to accommodate the widening along Vegas Drive, inlcuding upgrading the intersection lighting at the two intersections;
7. Pavement markings and signing along Vegas Drive from Wintergreen Drive to Amboy Drive;
8. Installation of new roadway lighting along the widened portion of Vegas Drive, including street lighting on the new bridge;
9. Upgrade all existing HPS luminaries to LED along Vegas Drive from Wintergreen Drive to Amboy Drive;
10. Installation of new underdeck lighting for the widened portion of the Vegas Drive Bridge;
11. Installation of FAST ITS infrastructure and Smart City infrastructure on Vegas Drive from Wintergreen Drive to Amboy Drive;
12. Installation of a new Drop Inlet on the northeast corner of Vegas Drive and Rock Springs Drive intersection.
13. 300' of new storm drain pipe from bleeder drop inlet to LVVWD drain line along Vegas Drive east of Rainbow Boulevard;
14. Utility adjustments associated with the above improvements.

Perform structural analysis/design and prepare contract plans for widening of the existing grade separation structure carrying Vegas Drive over US 95 (designated as H-1212 in the NDOT inventory). The widening design will be based on the results of the type selection study assessment included in subsection 102.6.2.1.16. For this scope of services, it is assumed that the widening design will be based on the Vegas Drive structure configuration identified as "Layout 1, Scenario 2" in the US 95 Bridges Study, November 2018. The widening design will conform to the NDOT Structures Manual.

Prepare one set of conceptual construction phasing exhibits to address the impact on US 95 of precast concrete type bridge construction. The conceptual construction phasing exhibits will not include temporary traffic control devices and temporary lane configurations.

Most of the project area is located within the Nevada Department of Transportation (NDOT) Right-of-way for the US 95 Freeway. The project will include coordination of the design with NDOT, coordination of plan reviews by NDOT and preparation of an NDOT Encroachment Permit for work within the US 95 Right-of-way.

100.2 Construction Cost Budget

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

100.2.2 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and

decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

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

100.4 Plan Control and Standards

100.4.1 All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4.1.4 Regional Transportation Commission of Southern Nevada Policies and Procedures
100.4.1.5 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
100.4.1.6 Manual on Uniform Traffic Control Devices
100.4.1.7 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4.1.8 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4.1.9 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4.1.10 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4.1.11 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.12 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4.1.13 Freeway and Arterial System of Transportation (FAST) standards
100.4.1.14 National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide

100.4.2 The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Regional Transportation Commission of Southern Nevada ("RTC"), Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

100.5 Changes to Scope of Services

100.5.1 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.5.2 The City Engineer or their authorized representative may at any time, only by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Contract shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

100.6 Responsibilities of the Consultant

100.6.1 The Consultant shall provide a set of Plans and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructible, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

100.6.2 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all subconsultant contracts at all tiers,

the provisions of this Contract related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

100.6.3 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall begin upon notice to proceed and extend continuously until one year after final payment of this Agreement has been made.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where only two suitable brand names/model numbers are commercially available state "or approved equal". If only one suitable brand name/model number is commercially available provide required documentation per NRS requirements to support single source selection.

100.6.5 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.6 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.7 The Consultant shall ensure that the new design work contains no asbestos containing building materials of any kind without approval of the Engineer.

100.6.8 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.9 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations. Additionally, projects shall be in conformance with the "Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way", available at: http://www.access-board.gov. In the event the consultant is not able to comply with these standards a "PROWAG design exception memorandum shall be prepared as required in the project submittals.

100.6.10 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's effect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

100.6.11 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Special Provisions", incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

100.6.12 The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable in accordance with the terms of this Contract and

applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

100.6.13 CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.

100.6.14 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.6.14.1.1 Plan and Special Provision Production and Submission

100.6.14.2 All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2013 or newer in accordance with current city of Las Vegas CAD standards.

The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:

100.6.14.2.1 The aerial topography will be converted to a three-dimensional surface of the existing topography

100.6.14.2.2 The system, including sewer, storm drain laterals will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system

100.6.14.2.3 Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data

100.6.14.2.4 Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks

100.6.14.2.5 Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model

100.6.14.2.6 Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines

100.6.14.2.7 Surface elements of the design will be designed three-dimensionally

100.6.14.2.8 Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography

100.6.14.2.9 Specifications shall be prepared in City standard format using the software program Microsoft Word 2007 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

100.6.14.3 All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. **Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.**

100.6.14.4 Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. Special Provisions that do not meet these requirements will not be accepted.

100.6.14.5 For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. **If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.**

100.6.14.6 Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.6.15 Cost Estimates

100.6.15.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared as directed by the City using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.16 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed construction change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Construction change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Order Tracking Form indicating the reason for the construction change order based on information available to the committee at that time. If the construction change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this Contract to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved construction change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible construction change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final construction change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the construction change order), advance notice to the consultant is not always possible or practical. And, in fact, potential construction change order work, including force account work, is sometimes allowed to proceed prior to any construction change order being drafted or reason code applied by City.

100.6.17 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Contract.

100.6.17.1 Article 101 – Preliminary and General Items
100.6.17.2 Article 102 – 30% Design Phase
100.6.17.3 Article 103 – 70% Design Phase
100.6.17.4 Article 104 – 90% Design Phase
100.6.17.5 Article 105 – 100% Design Phase
100.6.17.6 Article 106 – Bid Phase
100.6.17.7 Not used
100.6.17.8 Not used

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

100.7.1.1 Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

100.7.1.2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

100.7.1.3 Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

100.7.1.4 Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

100.7.2 The City's Review Process

100.7.2.1 Upon receipt of any documents or electronic files furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.7.2.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents or files remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.7.2.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents or files presented by Consultant fully comply with the requirements. After the City Representative determines that the documents or files comply with such requirements, the City shall begin a review of the documents.

100.7.2.4 After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

101.1.1 Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

101.1.2 The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

101.1.3 On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

101.2.2 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.3 Consultant shall attend approximately ten **[**10] progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a bi-monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.2.4 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform Subsurface Utility Engineering (SUE) as identified herein, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")
101.3.1.2 Clark County Department of Public Works
101.3.1.3 City of Las Vegas work groups, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Operations and Maintenance, and Land Development
101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
101.3.1.5 Freeway and Arterial System of Transportation ("FAST")
101.3.1.6 Utility providers, including but not limited to, NV Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, other fiber optic and communication carriers
101.3.1.7 Nevada Department of Transportation ("NDOT") and
101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Utility base drawing will be developed within the SUE Task. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.1 Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks. **Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.**

101.3.2.2 Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights

and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.

101.3.2.3 Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

101.3.3 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and Pre-Final submittals.

101.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final mylar prints prior to submitting to the City of Las Vegas.

101.3.6 Consultant shall notify the City of any required utility agreements, applications, permit and review fees, which will be paid for by the City.

101.3.7 The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

101.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 70%, 90% and 100%); and final mylar's with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

101.4.2 The following permits are anticipated for this project :

101.4.2.1 NDOT Encroachment Permit

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of required permits; correspondence; preparation of permit applications.

101.5 Public Outreach – Not used

101.6 NDOT Coordination

101.6.1.1 The Consultant shall coordinate the bridge widening design with the NDOT structures division. The consultant shall also coordinate bridge lighting, underdeck lighting, bridge landscaping, and maintenance of traffic components of the project with relevant NDOT divisions. The Consultant will advance the constructability and maintenance of traffic aspects for the precast concrete girder scenario 2 alternative identified in the US 95 Bridges Study. The Consultant will attend **four (4)** meetings with NDOT to coordinate bridge widening, lighting, landscaping, and maintenance of traffic components of the project.

101.7 Coordination with Other Projects

101.7.1.1 The consultant shall coordinate and cooperate with following adjacent projects to provide and obtain available records and information regarding the existing and proposed improvements, as applicable, and to determine where there may be conflicts.

101.7.1.1.1 Vegas Drive Rehabilitation Project from Durango Drive to Rainbow Boulevard.
101.7.1.1.2 Vegas Drive Sewer Rehabilitation Project from Tenaya Way to east of Jones Boulevard.
101.7.1.1.3 NV Energy Project on the north side of Vegas Drive west of Rock Springs Drive.
101.7.1.1.4 Rock Springs Apartment Development Project on the south side of Vegas Drive between Rock Springs Drive and US-95.

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

102.1.1 Horizontal Control. The official horizontal coordinate system of the City of Las Vegas is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. The official geodetic datum and current reference frame of the City of Las Vegas is NAD 83 (2011) epoch 2010.0. The use of any other reference frame will require approval of the City Surveyor. For detailed information on the NCRS contact the City of Las Vegas' Survey Section.

102.1.2 Vertical Control. All vertical control is to be established using benchmarks included in the City of Las Vegas Vertical Control Network. The official datum of the City of Las Vegas is NAVD 88. Only elevation values currently published as the "City of Las Vegas 2008 Adjustment" are to be used. The use of a prior Vertical Control Network adjustment will require approval of the City Surveyor.

102.1.3 Control Survey. Perform control survey to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. Existing monuments within the project limits and control panels set for the purpose of aerial mapping will be incorporated into the control survey.

102.1.4 Boundary Survey. City provided Record of Survey will be used as a basis for our boundary survey. Complete research of existing recorded maps, surveys, land records, and other pertinent records shall be performed.

102.1.5 Record of Survey. Preparation of a Record of Survey is waived by the City Surveyor.

102.1.6 Survey Control Plan. A Survey Control Plan shall be included in the plan set to show all elements included in the City provided Record of Survey. All Survey Control Plans must be stamped by a Nevada licensed Professional Land Surveyor (PLS) per NAC 625. A separate Horizontal Control Plan showing proposed project geometry may be utilized in the plan set stamped by a Nevada licensed Professional Engineer (PE) per NAC 625.

102.1.7 Survey Monument Inventory. All survey monuments within or adjacent to the limits of proposed construction activities shall be clearly identified on the plan and profile sheets (or demolition/removal sheets when applicable), to aid in the preservation and replacement of survey monuments during construction. Survey monumentation displaced, disturbed, and/or missing within the project limits shall be identified for replacement as a part of the Project Contract Documents in accordance with the City of Las Vegas Unified Development Code.

102.1.8 Design Topographic Survey. City will provide aerial surveys. Consultant will conduct conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (including City provided DTM). Survey limits shall extend a minimum of 150 feet in each direction past the curb returns at all major cross streets, 100 feet at minor cross streets. Aerial mapping specifications are to include a minimum mapping scale of one-inch equals forty feet and a minimum contour interval of one foot. Consultant shall perform adequate conventional field surveying to verify aerial survey accuracy. Consultant shall compile 2D planimetrics of all topographic features within project limits utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall produce an existing ground DTM (in a Civil 3D Surface format) utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall perform field inspection of aerial survey data to ensure inclusion and proper identification of surface features, as well as confirming data reflects current conditions. In the event that aerial survey data is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey and update the surface where necessary.

102.1.8.1 Topographic Features. The following surface features within the project limits are to be included (but not limited to): curb, gutter, sidewalk, edge of pavement, bridge structures including underdeck clearances, driveways, handicap ramps, parking, walls, fences, buildings, vegetation, signs, traffic markings, manholes, vaults, pullboxes, pedestals, utility poles, overhead lines, catch basins and other surface indications of subsurface utilities. Sewer manholes, storm drain manholes, catch basins and water valves are to be measured at and below the surface. Appropriate survey methods are to be used to obtain elevations of sewer and drainage improvements.

102.1.8.2 The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

102.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½″ X 11″ exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 30% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included with the 30% design submittal.

102.2.4 70% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide up to one (1) legal description and six (6) AEP exhibits as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.5 90% Submittal. Consultant shall update the exhibits showing the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review.

102.2.6 100% Submittal. Consultant shall update the exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

102.2.7 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table, verify existing property owner information and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP's not yet acquired.

102.2.8 Deliverables: Exhibits at the 30%, 70%, 90% and 100% submittals as outlined in 102.2.3 through 102.2.6; Letter summarizing Right-of-Way, Easements and AEP status as outlined in 102.2.7.

102.3 Records Review, Information Research and Analysis of Data

102.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

102.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.3.4 As an Additional Service to be authorized by the City, the Consultant will locate and map existing traffic signal equipment including traffic

signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 SUE Definitions

102.4.1.1 Subsurface Utility Engineering, or SUE: A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

102.4.1.2 Utility Quality Level: A professional opinion of the quality and reliability of utility information. Such reliability is determined by the means and methods of the professional.

102.4.1.3 CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003.

102.4.1.4 QL-D: Quality Level D as further described herein. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

102.4.1.5 QL-C: Quality Level C as further described herein. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

102.4.1.6 QL-B: Quality Level B as further described herein. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

102.4.1.7 QL-A: Quality Level A as further described herein. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of features.

102.4.2 Work Standards

102.4.2.1 Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.

102.4.2.2 It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.

102.4.2.3 For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

102.4.2.4 Consultant shall provide full-time inspection and required during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

102.4.2.5 All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor.

102.4.3 Aerial or Ground-Mounted Utility Facilities

102.4.3.1 If specified by CLV, Quality Level D or C services as further described herein shall include records research, identification, surveying, correlation, and/or depiction of aerial or ground-mounted utilities, notwithstanding that such surface features may not be associated with an existing subsurface utility line or system.

102.4.4 Unknown Lines

102.4.4.1 If, when performing an assigned task, the Consultant detects line(s) of unknown function, status, or ownership, the Consultant shall obtain, record, and depict information on such line(s) to a quality level that is commensurate with that of the original assigned task.

102.4.5 "Call Before You Dig Markings"

102.4.5.1 All "Call Before You Dig" paint marks applied by utilities (in response to call-outs for utility potholing and geotechnical boring operations) will be field reviewed by the Consultant and compared to SUE Quality Level C and D information and SUE Quality Level A potholes when the

pothole information becomes available. If the information indicates that any utility that was originally assumed to be outside of the Project improvement zone of influence may actually be within that zone then SUE Quality Level B or A will be performed as necessary to resolve the uncertainty.

102.4.6 Quality Level D Tasks

102.4.6.1 Conduct appropriate investigations (e.g., owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.

102.4.6.2 Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.

102.4.6.3 Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.

102.4.6.4 Include records research, identification, and depiction of aerial or ground-mounted utility facilities in QL D tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

102.4.6.5 Transfer information on all involved utilities to appropriate plan sheets, electronic files, and/or other documents as required or directed by CLV.

102.4.6.6 Exercise professional judgment to resolve conflicting information.

102.4.6.7 For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

102.4.7 Quality Level C Tasks (Inclusive of Quality Level D Tasks)

102.4.7.1 Perform tasks as described for QL D. There is no prescribed order in which QL D and C tasks must be performed.

102.4.7.2 Identify surface features, from project topographic data (if available) and from field observations, which are surface appurtenances of subsurface utilities.

102.4.7.3 Include survey and correlation of aerial or ground-mounted utility facilities in QL C tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

102.4.7.4 Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a registered professional. If previously surveyed, check survey data for accuracy and completeness.

102.4.7.5 The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

102.4.7.6 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.7.7 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D and QL C information.

102.4.7.8 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.7.9 As appropriate, amend the indicated quality level of depicted information.

102.4.8 Quality Level B Tasks (Inclusive of Quality Level C Tasks)

102.4.8.1 Perform tasks as described for QL C. There is no prescribed order in which QL C and B tasks must be performed.

102.4.8.2 Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits (to be determined after 30% design; Quality Level B task will be paid for by Additional Services), and/or to trace a particular utility line or system.

102.4.8.3 Based on an interpretation of data, mark the indications of utilities on the ground surface, for subsequent survey. Utilize paint or other method acceptable to CLV for marking of lines.

102.4.8.4 Utilize the uniform color code of the American Public Works Association for marking of utilities.

102.4.8.5 Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.

102.4.8.6 Unless otherwise approved, maintain horizontal accuracy of +/- 1.5 feet (450mm) in the marking of lines.

102.4.8.7 As an alternative to the physical marking of lines, the Consultant may, with CLV's approval, utilize other means of data collection, storage, retrieval, and reduction, which enables the correlation of surface geophysical data to the project's survey control.

102.4.8.8 Survey all markings that indicate the presence of a subsurface utility.

102.4.8.9 Perform surveys to a horizontal accuracy consistent with applicable CLV survey standards.

102.4.8.10 Reference surveys to the project's survey control.

102.4.8.11 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.8.12 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, and QL B information.

102.4.8.13 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.8.14 As appropriate, amend the indicated quality level of depicted information.

102.4.9 Quality Level A Tasks (Inclusive of Quality Level B Tasks)

102.4.9.1 Perform tasks as described for QL B. There is no prescribed order in which QL B and A tasks must be performed.

102.4.9.2 CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.

102.4.9.3 The Consultant may recommend test locations based on the requirements of the project and on existing subsurface utility information.

102.4.9.4 When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.

102.4.9.5 Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.

102.4.9.6 Measure and/or record the following information on an appropriately formatted test hole data sheet that has been sealed and dated by the Consultant:

102.4.9.6.1 Elevation of top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/- 0.05 feet (15 mm).

102.4.9.6.2 For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.

102.4.9.6.3 Elevation of existing grade over utility at test hole.

102.4.9.6.4 Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.

102.4.9.6.5 Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.

102.4.9.6.6 Approximate centerline bearing of utility line.

102.4.9.6.7 Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.

102.4.9.6.8 Utility structure material composition, when reasonably ascertainable.

102.4.9.6.9 Identity of benchmarks used to determine elevations.

102.4.9.6.10 Utility facility condition.

102.4.9.6.11 Pavement thickness and type when applicable.

102.4.9.6.12 Soil type and site conditions.

102.4.9.6.13 Identity of utility owner/operator.

102.4.9.6.14 Other pertinent information as is reasonably ascertainable from test hole.

102.4.9.7 Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.

102.4.9.8 A total of ten (10) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

102.4.9.9 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.9.10 Update “Existing Utility Location Plan”, plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.

102.4.9.11 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.9.12 As appropriate, amend the indicated quality level of depicted information.

102.4.10 SUE Deliverables

102.4.10.1 Consultant shall prepare a separate “Existing Utility Location Plan” upon completion of QL C and QL D tasks and update thereafter which clearly depicts applicable SUE levels as outlined in CI/ASCE 38-02: “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” American Society of Civil Engineers, 2003. To show at a minimum:

102.4.10.1.1 Existing rights-of-way

102.4.10.1.2 Centerlines and control alignments

102.4.10.1.3 Easements

102.4.10.1.4 Existing topographical information

102.4.10.1.5 All utilities within the project limits

102.4.10.1.6 QL A test hole locations

102.4.10.2 Appropriately formatted test hole data sheets that have been sealed and dated by the Consultant as described in QL A tasks above to be included with the final plans.

102.4.10.3 Electronic drawing file of the "Existing Utility Location Plan" updated to the most current information at each regular submittal.

102.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal:

102.5.1 The Geotechnical Report is a compilation of geotechnical information about the Project site discovered during investigations. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Report shall be made available to bidders for informational purposes only. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

102.5.2 It is anticipated that the geotechnical report may include, but is not limited to the following:

102.5.2.1 Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.

102.5.2.2 Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.

102.5.2.3 Drilling, logging, and sampling of seven exploratory borings to depths ranging from 10 to 75 feet. Borings drilled along the roadway alignment will be drilled at spacing's of approximately 500 feet. The total drilling footage for this evaluation will be approximately 240 linear feet.

102.5.2.4 Perform laboratory testing on samples.

102.5.2.5 Identify the corrosive characteristics of the soil.

102.5.2.6 Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;

102.5.2.7 Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.

102.5.2.8 Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.

102.5.2.9 Provide recommendation and definition for suitable and unsuitable materials.

102.5.2.10 Make recommendations for the treatment and/or removal of unsuitable bearing soils.

102.5.2.11 Make recommendations for trench safety during excavation.

102.5.2.12 Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.

102.5.2.13 Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.

102.5.2.14 Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.

102.5.2.15 Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.

102.5.2.16 Prepare a hydro-geological report in areas where shallow groundwater is discovered.

102.5.2.17 Make recommendation for trench patching.

102.5.2.18 If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.

102.5.2.19 Patching of borings will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for the geotechnical report will be based on completed proof of permit close out for said borings.

102.5.3 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

102.5.4 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

102.5.5 Deliverables: The Consultant shall provide **three (3)** bound copies of the Geotechnical Report to the City's Representative with the 30% Design Submittal.

102.6 Bridge Type and Selection Narrative

102.6.1 The US 95 Bridges Study dated November 2018 provides preliminary recommendations for the Bridge Type Selection and Layout. The recommendations from this report will be assessed along with any review comments provided by NDOT to establish the final structure type and configuration to advance to final design. A narrative of 2-3 pages will be provided at the conclusion of the assessment.

102.7 30% Design Phase Submittal

102.7.1 30% Design Phase Plans

102.7.1.1 The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.7.1.1.1 City Standard Cover Sheet identifying Project Participants
102.7.1.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
102.7.1.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
102.7.1.1.4 Abbreviations and Symbols
102.7.1.1.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
102.7.1.1.6 Horizontal control for centerline and rights-of-way monumentation plan
102.7.1.1.7 City provided Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
102.7.1.1.8 Sheet Index with key map
102.7.1.1.9 Typical Cross Section Sheets
102.7.1.1.10 Removal Plans
102.7.1.1.11 Roadway Plan and Profiles
102.7.1.1.12 Storm Drain Plan and Profiles
102.7.1.1.13 Utility Plans
102.7.1.1.14 Traffic Striping and Signing Plans including an inventory of existing traffic signs
102.7.1.1.15 Traffic Lighting and ITS Plans, including existing traffic lighting
102.7.1.1.16 Underdeck Lighting Plans
102.7.1.1.17 Traffic Signal Plans, including existing traffic signal infrastructure
102.7.1.1.18 Bridge Front Sheet
102.7.1.1.19 Conceptual Construction Phasing Exhibits
102.7.1.1.20 Bridge Type and Selection Narrative
102.7.1.1.21 Geotechnical Report

102.7.2 Preliminary Design Report – Not used

102.7.3 Deliverables: Submit one (1) full size set (24″ X 36″) and three (3) half size set (11″ X 17″) and all associated electronic files of the 30% Design Phase Plans to the City; Submit 30% Design Phase Plans (size and number determined by each Utility Company/Agency submittal requirements) to the following agencies for review:

102.7.3.1 NDOT
102.7.3.2 RTC-Engineering
102.7.3.3 RTC-FAST
102.7.3.4 Utility Companies (30% Design Plans only)

102.8 Walk Through. After submittal of the 30% Design, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

102.8.1 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

102.9 Overall Project Scope, Schedule and Budget Review

102.9.1 After City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this Contract or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this Contract. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this Contract as specifically allowed in other sections of this Contract.

102.9.1.1 Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction. If this task is required, it will be paid under additional services.

102.9.1.2 Consultant is hereby informed of the purpose of the deliverables in **102.9.1.1** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

ARTICLE 103: 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 Drainage Memorandum – Not used

103.1.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

103.1.2.1 City Standard Cover Sheet identifying Project Participants
103.1.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
103.1.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
103.1.2.4 Abbreviations and Symbols
103.1.2.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
103.1.2.6 Horizontal control for centerline and rights-of-way monumentation plan
103.1.2.7 City provided Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
103.1.2.8 Sheet Index with key map
103.1.2.9 Typical Cross Section Sheets
103.1.2.10 Removal Plans
103.1.2.11 Roadway Plan and Profiles
103.1.2.12 Construction Details
103.1.2.13 Storm Drain Plan and Profiles
103.1.2.14 Storm Drain Details
103.1.2.15 Utility Plans

103.1.2.16 Existing Utility Location Plan (SUE Plans)
103.1.2.17 Traffic Striping and Signing Plans
103.1.2.18 Traffic Lighting and ITS Plans
103.1.2.19 Traffic Signal Plans, including existing traffic signal infrastructure
103.1.2.20 Structural Drawings
103.1.2.21 Special Details as required for the Project
103.1.2.22 Bridge Design Drawings and Details

103.1.2.23 Deliverables: Submit one (1) full size set (24″ X 36″) and fifteen (15) half size set (11″ X 17″) and all associated electronic files of the 70% Design Phase Plans to the City; Submit two (2) copies of Structural Calculations to the City; Submit two (2) copies of half scale 70% Design Phase Plans and Structural Calculations (size and number determined by each Utility Company/Agency submittal requirements) to the following agencies for review:
103.1.2.23.1 NDOT
103.1.2.23.2 RTC-Engineering (Plans only)
103.1.2.23.3 Utility Companies (Plans only)

103.1.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:
103.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
103.1.3.2 CLV Sanitation
103.1.3.3 CLV General Fund

103.1.3.4 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit the 70% cost estimate to NDOT and RTC-Engineering.

103.1.4 70% Design Phase Special Provisions – Not used

103.1.5 ADA/PROWAG Design Memorandum – Consultant shall design the project to conform to PROWAG. If there are limitations triggered by existing infrastructure and PROWAG cannot be implemented, a summary for each location with a written description of the situation, photos, plans, and any other pertinent back up shall be provided for city files explaining the details and rationale for the final design. This only applies when PROWAG cannot be met.

103.1.5.1 Deliverables: Submit one (1) copy of the ADA/PROWAG Design Memorandum to the City.

103.2 **70% Walk Through** - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

ARTICLE 104: 90% DESIGN PHASE

104.1 90% Design Phase Submittal

104.1.1 Final Design Report – Not used.

104.1.2 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions and shall be checked against the geotech report to verify compatibility of the design. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

104.1.2.1 Deliverables: Submit one (1) full size set (24 X 36) and fifteen (15) half size sets (11 X 17) and all associated electronic files of the 90% Design Phase Plans to the City; Submit two (2) copies of Structural Calculations to the City; Submit two (2) copies of half size 90% Design Phase Plans and Structural Calculations (size and number determined by each Utility Company/Agency submittal requirements) to the following agencies for review:

104.1.2.1.1 NDOT
104.1.2.1.2 RTC-Engineering (Plans only)
104.1.2.1.3 Utility Companies (Plans only)

104.1.3 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:
104.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
104.1.3.2 CLV Sanitation
104.1.3.3 CLV General Fund

104.1.3.4 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 90% cost estimate to NDOT and RTC-Engineering.

104.1.4 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

104.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions (number determined the agency) to NDOT and RTC-Engineering.

104.1.5 ADA/PROWAG Design Memorandum – Consultant shall finalize the Design Memorandum prepared with the 70% plans and be responsible to keep this document current through construction completion with any changes that would impact the locations not designed to PROWAG.

104.2 Not used

104.3 Not used

104.4 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

104.5 Not used

104.6 Finalize Permit Applications – The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 105: 100% DESIGN PHASE

105.1 100% Design Phase Submittal

105.1.1 The 100% submittal shall include all the elements of Article 104, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, NDOT, RTC-Engineering, RTC-FAST, and Utility Companies; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

105.1.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten copies of the half scale plans, two full size plans, all associated electronic files, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final

Cost Estimate by funding source and two copies of structural calculations to NDOT and RTC. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

105.1.3 Deliverables for the 100% Final (Mylar) Submittal: One set of 24″ X 36″ Mylar Plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions, all associated electronic files and 100% Final Cost Estimate by funding source and two copies of final structural calculations to NDOT and RTC. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD Civil 3D version 2013 or 2014) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 106: BID PHASE

106.1 Pre-Bid Conference

106.1.1 The Consultant shall attend the pre-bid conference

106.2 Bid Requests and Responses

106.2.1 Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

106.3 Bid Opening

106.3.1 The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

106.3.2 The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

ARTICLE 107: NOT USED

ARTICLE 108: NOT USED

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 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Contract. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 ● Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

200.3 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Contract, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	141	Includes 30 days for Survey and 21 days for CLV Review
70% DESIGN PHASE	141	Includes 21 days for CLV Review
90% DESIGN PHASE	111	Includes 21 days for CLV Review
100% DESIGN PHASE	81	Includes 21 days for CLV Review
BID PHASE	90	
CONSTRUCTION PHASE		NOT USED
POST CONSTRUCTION PHASE		NOT USED
TOTAL CALENDAR DAYS TO COMPLETE:	**564**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 303: CONSTRUCTION

303.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

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 **$800,713.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$646,125.00	

401.2 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.3 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Contract and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.4 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

401.5 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Lump Sum Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	**$ 6,464.00**
101.2	Kick-Off Meeting and Progress Meetings	**$ 12,984.00**
101.3	Utility and Agency Coordination	**$ 14,752.00**
101.4	Project Permits	**$ 5,640.00**
101.6	NDOT Coordination	**$ 20,674.00**
101.7	Coordination with Other Projects	**$ 3,960.00**
101	**Subtotal Hours**	
101	**Subtotal Fee**	**$ 64,474.00**
102	**30% DESIGN PHASE**	
102.1	Survey	**$ 25,214.00**
102.2	Right-of-Way	**$ 5,968.00**
102.3	Records Review, Information Research and Analysis of Data	**$ 4,700.00**
102.4.9.8	SUE - Potholing	**$ 18,755.00**
102.4.10.1	SUE - Existing Utility Location Plan	**$ 9,168.00**
102.5	Geotechnical Investigation	**$ 37,568.00**
102.6	Bridge Type and Selection Narrative	**$ 5,972.00**
102.7.1	30% Design Phase Plans	**$ 62,565.00**
102.8	30% Walk Through	**$ 5,296.00**
102.9	Overall Project Scope, Schedule and Budget Review	**$ 2,424.00**
102	**Subtotal Hours**	
102	**Subtotal Fee**	**$ 177,630.00**
103	**70% DESIGN PHASE**	
103.1.2	70% Design Phase Plans	**$ 173,201.00**
103.1.3	70% Design Phase Construction Cost Estimate	**$ 10,171.00**
103.1.5	ADA/PROWAG Design Memorandum	**$ 6,840.00**
103.2	70% Walk Through	**$ 5,296.00**
103	**Subtotal Hours**	
103	**Subtotal Fee**	**$ 195,508.00**
104	**90% DESIGN PHASE**	
104.1.1	90% Design Phase Plans	**$ 104,841.00**
104.1.3	90% Design Phase Construction Cost Estimate	**$ 7,985.00**

TASK	DESCRIPTION	Lump Sum Task Amounts
104.1.4	90% Design Phase Special Provisions	$ 13,963.00
104.1.5	Finalize ADA/PROWAG Design Memorandum	$ 3,712.00
104.4	Bidability and Constructability (B&C)	$ 4,488.00
104.6	Finalize Permit Applications	$ 4,340.00
104	**Subtotal Hours**	
104	**Subtotal Fee**	$ 139,329.00
105	**100% DESIGN PHASE**	
105.1.2	100% Pre-Final (Bond) Submittal	$ 40,406.00
105.1.3	100% Final (Mylar) Submittal	$ 13,280.00
105	**Subtotal Hours**	
105	**Subtotal Fee**	$ 53,686.00
106	**BID PHASE**	
106.1	Pre-Bid Conference	$ 1,584.00
106.2	Bid Requests and Responses	$ 12,330.00
106.3	Bid Opening	$ 1,584.00
106	**Subtotal Hours**	
106	**Subtotal Fee**	$ 15,498.00
	Total Basic Services Hours	
	Total Basic Services Fee	$ 646,125.00

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

402.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

402.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$154,588.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:
402.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
402.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.5.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
402.5.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
402.5.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
402.5.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
402.5.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.5.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
402.5.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide hydrology analysis and hydraulics.
402.5.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
402.5.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.5.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System –** As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
402.5.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
402.5.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
402.5.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
402.5.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
402.5.18 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
402.5.19 **Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project. Bridge widening design based on the Vegas Drive structure configuration identified as "Layout 1, Scenario 3" in the US 95 Bridges Study, November 2018 will require increased design effort and is therefore not included within this scope of services. Should this configuration ultimately be selected, necessary supplemental design services will be paid for separately under Additional Services Tasks upon separate authorization by the City.**

402.5.20 **Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.**

402.5.21 Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

402.5.22 Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

402.5.23 Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

402.5.24 Landscaping and Aesthetics: As required by the City, Consultant shall provide landscaping and aesthetics design services.

402.5.25 National Environmental Policy Act (NEPA) Analysis – As required by the City, Consultant shall provide NEPA analysis services to obtain a Categorical Exclusion.

402.5.26 Animation and Renderings – As required by the City, Consultant shall provide Animations and Rendering services.

402.5.27 Construction Phasing Exhibits - As required by the City, Consultant shall provide additional conceptual US 95 construction phasing exhibits for alternative bridge types.

402.5.28 Conceptual Traffic Control Exhibits - As required by the City, Consultant shall provide conceptual traffic control exhibits showing temporary lane configurations and portable precast concrete barrier rail on US 95 through the new bridge work areas.

402.5.29 Additional Structural Design – Bridge widening design based on the Vegas Drive structure configuration identified as "Layout 1, Scenario 3" in the US 95 Bridges Study, November 2018 will require increased design effort and is therefore not included within this scope of services. Should this configuration ultimately be selected, necessary supplemental design services will be paid for separately under Additional Services Tasks upon separate authorization by the City.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	RATE	UNIT
Project Manager	$202	Per Hour
Sr. Project Engineer	$194	Per Hour
Project Engineer	$165	Per Hour
Senior Designer	$146	Per Hour
Technician / Designer	$129	Per Hour
Engineering Intern	$110	Per Hour
CAD Tech	$100	Per Hour
Clerical	$80	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

501.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

501.2 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

501.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one (1.0)** times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

501.4 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Lump Sum Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	**$ 41,840.00**
	Additional Topographic Survey	**$ 11,208.00**
	As-Builts	**$ 6,884.00**
	Utility Potholing	**$ 7,416.00**
	Submittal Review	**$ 15,656.00**
	Construction Support Services	**$ 46,736.00**
	Landscaping Design	**$ 24,848.00**
	Total Additional Services - Hours	
	Total Additional Services - Fee	**$ 154,588.00**

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: Lyle Wilcox, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes or additions require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Vanjeeswaran Krishna Kumar, P.E.

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Roger Patton, PE

601.1.3 PROJECT MANAGER: Vanjeeswaran Krishna Kumar, P.E.

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Vanjeeswaran Krishna Kumar Kannimangalam

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 019428

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

602.1.1 AERIAL MAPPING: Sunrise Engineering

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: BergerABAM

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.1.9 GEOTECHNICAL ENGINEER: Ninyo & Moore

602.1.10 LAND SURVEYOR: N/A

602.1.11 POTHOLING: KCI Engineering

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: Louis Berger US, Inc.	**Services for:** Vegas Drive Overpass Completion at US-95
Address: 444 E. Warm Springs Road, Suite 118, Las Vegas, NV 89119	
Telephone: 702-736-6632	**Project Number:** 190223-JH
EIN or DUNS : 13-3622707	

Block 3: Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	WSP USA Inc. (100% owner)	One Penn Plaza, 2nd Floor, New York, NY 10119	212-465-5000
2.	Louis Berger U.S., Inc.'s ultimate parent is WSP Global Inc., a Canadian corporation publicly traded on the Toronto Stock Exchange	See continuation	
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: 1

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document:_____

Date of Attached Document:_____ Number of Pages: ____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Roger J. Patton, PE, Vice President
Name

2/19/2019
Date

Subscribed and sworn to before me this 19TH day of February, 2019

Notary Public

CAROL DAVID-FAJARDO
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-7593-1
MY APPT. EXPIRES MAY 12, 2020

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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"*Principal"* means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

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Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Louis Berger US, Inc.	**Services for:** Vegas Drive Overpass Completion at US-95
Address: 444 E. Warm Springs Road, Suite 118, Las Vegas, NV 89119	
Telephone: 702-736-6632	**Project Number:** 190223-JH
EIN or DUNS : 13-3622707	

Block 3: Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	WSP USA Inc. (100% owner)	One Penn Plaza, 2nd Floor, New York, NY 10119	212-465-5000
2.	Louis Berger U.S., Inc.'s ultimate parent is WSP Global Inc., a Canadian corporation publicly traded on the Toronto Stock Exchange	See continuation	
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: 1

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Roger J. Patton, PE, Vice President
Name

2/19/2019
Date

Subscribed and sworn to before me this 19TH day of February, 2019

Notary Public

CAROL DAVID-FAJARDO
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-7593-1
MY APPT. EXPIRES MAY 12, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
24

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Amendment No. 2 to Contract No. 150112-CB, Prime Design Services for Shadow Lane Improvements, located on Shadow Lane and Bearden Lane - Department of Public Works - Award recommended to: HORROCKS ENGINEERS, INC. ($450,000 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

FISCAL IMPACT:
Budget Funds Available
Amount: $450,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On January 21, 2015, the subject contract was awarded by City Council for the design of widened sidewalks, street light improvements, beautification and ADA compliance. On September 21, 2016, Amendment No. 1 was awarded by City Council for realignment of Bearden Drive from its present location to a 4-way intersection with Goldring Avenue and extended the streetscape improvements east to connect with improvements being installed with project Neon and an entry to Martin Luther King Boulevard. This amendment provides for additional underground utility mapping, drawing and relocations, and crosswalk, mill and overlay to Shadow Lane, signal design, a storm drain and widening of Bearden Lane. Funding is provided in part by the Fuel Revenue Indexing Fund. Horrock Engineers, Inc. is located in Henderson, Nevada.

RECOMMENDATION:
Approve award as recommended with signature authority granted to the Purchasing Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Amendment No. 2 to Contract No. 150112-CB
2. Certificate - Disclosure of Ownership/Principals

AMENDMENT NO. 2

150112 - PRIME DESIGN SERVICES FOR SHADOW LANE IMPROVEMENTS

THIS AMENDMENT NO. 2 is made and entered into this _____ day of _____, 2019, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and Horrocks Engineers, Inc. a Corporation (hereinafter the "Company") having its principal office located at 1401 N. Green Valley Parkway, Suite 160, Henderson, Nevada 89074.

WHEREAS, the City and the Company have entered into that certain Prime Design Services for Shadow Lane Improvements, Contract dated January 26, 2015, (the "Contract"); and

WHEREAS, the City and the Company have entered into that certain First Amendment, dated September 26, 2016; and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to incorporate additional design elements into the project.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Contract:

1. See attached Exhibit "A-2" for description of Scope of Services Change.

2. Exhibit "B" Required Submittals will be the same as the original contract. There is no change to the required submittals.

3. Exhibit "C" is hereby amended to increase the Performance Schedule to add an additional 105 days for design and an additinal 150 days for construction.

4. See attached Exhibit "D-2" Fee Breakdown for this amendment, which is hereby amended to increase the total compensation of the entire Contract Agreement referenced herein by $450,000; from $485,770 to $935,770.

5. Exhibit "D" Basic Services is hereby amended to increase the Basic Services of the Agreement referenced herein by $371,950, from $424,490 to $796,440. See attached Exhibit "D-2".

6. Exhibit "E" Additional Compensation is hereby amended to increase the Additional Services of the Agreement referenced herein by $78,050, from $61,280 to $139,330. See attached Exhibit "D-2".

7. See attached Exhibit "F-2" for changes to Key Personnel List.

8. See attached Exhibit "G-2" for changes to Disclosure of Ownership/Principals.

9. The Parties represent and acknowledge that as of the date of this Amendment No. 2 neither party (i) is in default under the terms of the Contact; (ii) has any defense, set off, or counterclaim to the enforcement by either party of the terms of the contract; and (iii) is aware of any action or inaction by either party that would constitute a default by either party under the Contract.

10. In the event of a conflict between any provision(s) of the Contract and of this Amendment No. 2, this Amendment No. 2 shall control.

11. In all other respects, the Contract is hereby ratified and confirmed, in full.

12. Counterparts. This Amendment No. 2 may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 2 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

EDWARD O'NEAL Date

Manager, Purchasing and Contracts

HORROCKS ENGINEERS, INC.

WAYNE HORLACHER, P.E., Principal Date

ATTEST:

LUANN D. HOLMES, MMC Date

City Clerk

APPROVED AS TO FORM:

John S. Ridilla 3/13/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

201 Preliminary and General Items

201.1 Project Management. Additional time for project manager to perform items not specifically associated with a scope item, but required for the additional services. This includes invoicing, additional interaction with CLV and other agencies, subconsultant management and staff management.

201.2 Design Progress Meetings. Attendance at additional meetings associated with the amendment #2 scope. This assumes 6 meetings for the Project Manager and Senior Engineer with 2.5 hours per meeting for attendance and travel time, and 1.5 hour per meeting for Project Manager to prepare an agenda and subsequent minutes, and one hour per meeting for Senior Engineer to prepare. Additional time for other staff to assist with exhibit preparation is also included.

201.3 Printing/Miscellaneous. Additional cost associated with printing additional sheets, exhibits, mileage expenses and other miscellaneous direct cost items.

202 Utility Undergrounding Support for Mapping and Coordination and Relocation

202.1 Quality Level B Locating and Mapping. Due to the extensive utility coordination required for this project as a result of the undergrounding of NVE, Cox and Zayo lines, a higher level of existing utility locating is required. The original contract included SUE Quality Level (QL) C and D in basic services. QL-B is not in basic services, but is required to provide a more detailed mapping of the existing utilities to coordinate the utility undergrounding. Horrocks will use surface geophysical methods to determine the existence and horizontal position of underground utilities within the project limits, to the extent possible. SUE field crews will survey the location of the designated utilities, and these locations will be plotted into an AutoCAD 3d file.

202.2 Development of Master Utility Drawing. Using information obtained in 202.1 and proposed designs by the impacted utilities, Horrocks will develop an AutoCAD Civil 3D master utility drawing. This drawing will also indicate the vertical elevations of the utilities at locations where potholing is obtained. This drawing will be used to determine the location of potholing for both City owned facilities and utility

202.3 Detailed Review and Coordination of Third Party Utility Designs. This work involves the detailed review of Utility Undergrounding designs to ensure there is no conflict with existing or proposed facilities. The scope includes working primarily with NVE, Zayo, Cox and CenturyLink to review and coordinate plans for undergrounding. Horrocks will provide detailed comments on utility plans, largely based on the information determined by creation of the master utility drawing developed in 202.2.

202.4 Utility Coordination and Design Review Meetings. This work includes the time to attend additional meetings with the utilities regarding the undergrounding coordination. It assumes four additional meetings with 2.5 hours for attendance and travel time and 1.5 hours for Project Manager to prepare an agenda and minutes, and 4.5 hours for the Senior Engineer to prepare and develop exhibits. The scope also includes time for support staff to assist with preparation.

202.5 Utility Relocations. Five large Reduced Pressure Principal Assembly (RPPA) utility relocations have been identified on the project. This scope includes the additional design and coordination required to work with the utilities and property owners to relocate these major utility structures.

203 Cross-walk Modifications

203.1 Modification of Cross-walk design on Shadow Lane Project. The original scope of services did not include any changes to the pavement surface of Shadow Lane. At the request of the City, crosswalk pavers were added to the 70% plans. This required additional detailing and effort in preparation of the plan sheets as well as determination of the quantities and cost estimate. At the Pinto intersection, the modifications required the addition of drop inlets to remove cross gutters and some minor regrading of the street surface. Current discussions indicate that pavers will be removed for the 90% submittal.

204 Addition of Mill and Overlay on Shadow Lane

204.1 Typical Sections. The original scope of services did not include any changes to the pavement surface of Shadow Lane and consequently the fee estimate did not include time to prepare the typical sections. With the addition of the mill and overlay, typical sections will be included as well as any subsequent modifications required through the various submittals and reviews.

204.2 Plan Sheets. Plan sheets will be revised to reflect the mill and overlay, as well as indicating locations of valve covers and manholes that need to be adjusted.

204.3 Striping Sheets. The original fee estimate did not include time for complete striping sheets because modification to the pavement was not anticipated.

204.4 Quantities and Specifications. Additional effort associated with the mill and overlay to prepare quantities and cost estimates, as well as the addition of items in the special provisions.

205 Addition of Storm Drain

205.1 Pinto Lane Storm Drain Plans. In order to accommodate modifications at the Pinto/Shadow intersection, the design for the Pinto storm drain will be added to the Shadow Lane plans. The storm drain will include inlets at the intersection and run 900 feet east to the connection point. Design will include plan sheets and profiles for both the main line and the laterals and inlets. About 100 feet of Pinto Lane west of Shadow Lane will be reprofiled to create a sump condition for the drop inlets. Numerous water lines in the intersection will be located and potholed to determine if conflicts occur with the storm drain. It is anticipated that at least one water line relocation will be required and is included in this scope. Horrocks will provide LiDAR mapping/planimetics for the 900 feet of Pinto Lane.

205.3 Quantities and Specifications. Addition of the storm drain increased the effort required to develop quantities and cost estimates, as well as additional effort to prepare the special provisions.

206 Addition of Signal Design

206.1 Design Pinto/Shadow and Alta/Shadow Signal Plans. Horrocks will prepare signal plans for the Pinto/Shadow and Alta/Shadow intersection utilizing the poles and conduit already in place, to the extent possible. It is anticipated that several pole foundations will need to be relocated to accommodate the new roadway geometry on Shadow, and that all poles will be replaced at Alta. Horrocks efforts will include coordination with NVE to provide electrical service for the signal.

206.2 Replace Existing Ped Signal. Horrocks will prepare plans to replace the ped signal that has an outdated pole and mast arm. It is assumed that this signal can be serviced with the existing NVE connection.

206.3 Field Work to As-built Existing Conduit. As-built drawings for the existing signal facilities are not available. Horrocks will use a Subsurface Utility Engineering (SUE) crew to field locate pull boxes, conduit and poles. If required, geophysical locating equipment will be used to trace conduit locations. Field survey will be used to create as-built drawings of the existing signal equipment.

206.4 Quantities and Specifications. Addition of the signals will increase the effort required to develop quantities and cost estimates, as well as additional effort to prepare the special provisions.

207 Legal Descriptions

207.1 Legal Description and Exhibits. Horrocks with prepare legal descriptions and exhibits in support of ROW acquisition. Based on current design plans, the number of legal descriptions to be prepared is estimated to be 30 (17 Roadway ROW, 10 LVVWD, 3 Service Pedestals).

208 Bearden (Wellness Way) Widening Phase 2

208.1 Horrocks will prepare roadway plans and related plan sheets to show the widening of Bearden Lane to the north, once the City has completed the ROW acquisition. It is anticipated that this widening will need to be prepared as a separate stand-alone bid package. Approximately 14 sheets are anticipated, to include: cover, general notes, sheet index/notes, control/record of survey, typical section, removals, roadway, details (2), landscape, irrigation, landscape details (2), lighting/signing/striping.

208.2 Lighting/Signing/Striping sheet will be prepared to indicate streetlight locations and conduit routing, as well as signing and striping.

208.3 Landscaping/Aesthetics sheets will be prepared to indicate the location, type and planting details for trees consistent with the previous phase of Bearden. An irrigation plan will also be provided.

208.4 Utility coordination/service abandonment. The new plan set will require review by the utilities and their signature on the cover and relevant sheets. If necessary, Horrocks will indicate on their plans abandonment of the utility services on Bearden.

208.5 Quantities and Specifications. Horrocks will prepare the special provisions, determine quantities and a construction cost estimate.

209 Addition of Right Turn Lane at Pinto

209.1 Additional Survey/Mapping/Utility Coordination. Horrocks will obtain additional survey and mapping for the right turn lane location and perform additional utility coordination for facilities that need to be relocated.

209.2 Turning Lane/Bus Pullout Design. Horrocks will modify their existing plans to include the design of the turn lane and bus pullout, to include removal sheets, roadway sheets, landscape sheets, and geometric control sheets.

209.3 Signing/Striping Modifications. Horrocks will modify the signing and striping sheets to accommodate the addition of the turn lane and bus turn out changes.

210 Bearden Drive Construction Support

210.1 Attend Weekly Construction Meetings. CLV requested that Horrocks staff attend the weekly construction meeting. This scope includes attendance at 15 meetings by a Senior Engineer and assumes 2 hours per meeting for attendance and travel time.

210.2 Respond the RFIs. This scope includes time required to review and respond to contractor RFIs on the project, including those associated with third party utilities that are being undergrounded.

210.3 Field visits. Horrocks with perform several field visits to review construction progress and provide feedback to CLV staff.

211 Bearden Monument Structural Design

211.1 Prepare structural calculations and details indicating horizontal and vertical reinforcing, footing dimensions, and other pertinent information. Details and calculations will be stamped by a qualified structures engineer for submittal to the CLV building department.

Exhibit D-2
Fee Estimate

TASK	DESCRIPTION	Project Manager	Senior Engineer	PLS / Engineer II	Engineer I	CAD Operator	Clerical	Survey/SUE Crew	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts	Bearden	Shadow Lane
		$ 240.00	$ 180.00	$ 175.00	$ 110.00	$ 120.00	$ 60.00	$ 200.00					
201	PRELIMINARY AND GENERAL ITEMS												
201.1	Project Management	48	8				10		66	$ -	$ 13,560.00		$ 13,560
201.2	Design Progress Meetings	24	21	12		12	10		79	$ -	$ 13,680.00		$ 13,680
201.3	Printing/Misc Direct Costs					8			8	$ 4,000.00	$ 4,960.00		$ 4,960
201	Subtotal Hours	72	29	12	0	20	20	0	153				
201	Subtotal Fee	$ 17,280	$ 5,220	$ 2,100	$ -	$ 2,400	$ 1,200	$ -		$ 4,000	$ 32,200		
202	Utility Undergrounding Support for Mapping and Coordination												
202.1	Quality Level B Locating and Mapping	8	20	20		20		120	188	$ -	$ 35,420.00		$ 35,420
202.2	Development of Master Utility Drawing	8	40	40		120			208	$ -	$ 30,520.00		$ 30,520
202.3	Detailed Review and Coordination of Third Party Utility Designs	16	60	40				8	124	$ -	$ 23,240.00		$ 23,240
202.4	Utility Coordination and Design Review Meetings	16	28	20		20			84	$ -	$ 14,780.00		$ 14,780
202.5	Utility Relocations	12	20	24		8			64		$ 11,640.00		$ 11,640
202	Subtotal Hours	60	168	144	0	168	0	128	668				
202	Subtotal Fee	$ 14,400	$ 30,240	$ 25,200	$ -	$ 20,160	$ -	$ 25,600		$ -	$ 115,600		
203	Cross-walk Modifications												
203.1	Cross-walk Modifications		8		8	16			32		$ 4,240.00		$ 4,240
203	Subtotal Hours	0	8	0	8	16	0	0	32				
203	Subtotal Fee	$ -	$ 1,440	$ -	$ 880	$ 1,920	$ -	$ -		$ -	$ 4,240		
204	Addition of mill and overlay on Shadow Lane												
204.1	Typical Sections		2		8	4			14		$ 1,720.00		$ 1,720
204.2	Plan Sheets	2	8		8	24			42		$ 5,680.00		$ 5,680
204.3	Striping Sheets		12		20	48			80		$ 10,120.00		$ 10,120
204.4	Quantities and Specifications		4		16				20		$ 2,480.00		$ 2,480
204	Subtotal Hours	2	26	0	52	76	0	0	156				
204	Subtotal Fee	$ 480	$ 4,680	$ -	$ 5,720	$ 9,120	$ -	$ -		$ -	$ 20,000		
205	Addition of Storm Drain												
205.1	Pinto Lane Storm Drain Plans	8	35	4	20	60		24	151	$ 2,500.00	$ 25,620.00		$ 25,620
205.2	Quantities and Specifications		4	4	12						$ 2,740.00		$ 2,740
205	Subtotal Hours	8	39	8	32	60	0	24	151				
205	Subtotal Fee	$ 1,920	$ 7,020	$ 1,400	$ 3,520	$ 7,200	$ -	$ 4,800		$ 2,500	$ 28,360		
206	Addition of Signal Design												
206.1	Design Pinto and Alta Signal Plans	8	16	90	48	60		16	238		$ 36,230.00		$ 36,230
206.2	Replace Existing Ped Signal		4		24	24			52		$ 6,240.00		$ 6,240
206.3	Field Work to As-built Existing Conduit		4			8		16	28		$ 4,880.00		$ 4,880
206.4	Quantities and Specifications		4		16				20		$ 2,480.00		$ 2,480
206	Subtotal Hours	8	28	90	88	92	0	32	338				
206	Subtotal Fee	$ 1,920	$ 5,040	$ 15,750	$ 9,680	$ 11,040	$ -	$ 6,400		$ -	$ 49,830		
207	Legal Descriptions												
207.1	Legal Descriptions and Exhibits	4	12	180		30			226		$ 38,220.00		$ 38,220
207	Subtotal Hours	4	12	180	0	30	0	0	226				
207	Subtotal Fee	$ 960	$ 2,160	$ 31,500	$ -	$ 3,600	$ -	$ -		$ -	$ 38,220		
208	Bearden (Wellness Way) Widening Phase 2												
208.1	Roadway Plans/Misc sheets	8	40		48	32		4	132		$ 19,040.00	$ 19,040	
208.2	Lighting/Signing/Striping		8		20	12			40		$ 5,080.00	$ 5,080	
208.3	Landscaping/Aesthetics		8		4	4			16	$ 8,000.00	$ 10,360.00	$ 10,360	
208.4	Utility coordination/service abandonment	2	16		24	8			50		$ 6,960.00	$ 6,960	
208.5	Quantities and Specifications	2	16		16	8			42		$ 6,080.00	$ 6,080	
208	Subtotal Hours	12	88	0	112	64	0	4	280				
208	Subtotal Fee	$ 2,880	$ 15,840	$ -	$ 12,320	$ 7,680	$ -	$ 800		$ 8,000	$ 47,520		
209	Addition of Right Turn Lane at Pinto												
209.1	Additional Survey/Mapping/Utility Coordination		2			4		4	10		$ 1,640.00		$ 1,640

Exhibit D-2
Fee Estimate

Contract No. 150112-CB
PDSC for Shadow Lane Improvements
Amendment No.2

209.2	Turning Lane/Bus Pullout Design	2	10	16		16			44		$ 7,000.00		$ 7,000
209.3	Signing/Striping Modifications		2	4		2			8		$ 1,300.00		$ 1,300
209	Subtotal Hours	2	14	20	0	22	0	4	62				
209	Subtotal Fee	$ 480	$ 2,520	$ 3,500	$ -	$ 2,640	$ -	$ 800		$ -	$ 9,940		
210	Bearden Drive Construction Support												
210.1	Attend Weekly Construction Meeting		30						30		$ 5,400.00	$ 5,400	
210.2	Respond to RFIs	8	60		24				92		$ 15,360.00	$ 15,360	
210.3	Field visists	2	10						12		$ 2,280.00	$ 2,280	
210	Subtotal Hours	10	100	0	24	0	0	0	134				
210	Subtotal Fee	$ 2,400	$ 18,000	$ -	$ 2,640	$ -	$ -	$ -		$ -	$ 23,040		
211	Bearden Drive Structure Design												
211.1	Bearden Drive Structure Design for Monunment Sign										$ -	$ 3,000	
211	Subtotal Hours	0	0	0	0	0	0	0	0				
211	Subtotal Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -		
	Total Basic Services Hours	150	298	254	180	432	20	184	1498			$ 73,560	$ 298,390
	Total Basic Services Fee	$ 36,960	$ 55,800	$ 75,950	$ 19,800	$ 55,440	$ 1,200	$ 36,800		$ 14,500	$ 335,970	$	371,950
	Additional Services												$ 78,050
	Total Amendment #2											$	450,000

AMENDMENT NO. 2

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE:

600.2 CITY REPRESENTATIVE'S SUPERVISOR:

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes or additions require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Byron Colton

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Wayne Horlacher

601.1.3 PROJECT MANAGER: Byron Colton

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Byron Colton

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 25916

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

602.1.1 AERIAL MAPPING:

602.1.2 ENVIRONMENTAL:

602.1.3 CIVIL ENGINEER:

602.1.4 STRUCTURAL ENGINEER:

602.1.5 MECHANICAL ENGINEER:

602.1.6 ELECTRICAL ENGINEER: Intrepid Engineering

602.1.7 LANDSCAPE DESIGN: Southwick Landscape Architects

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant):

602.1.9 GEOTECHNICAL ENGINEER:

602.1.10 LAND SURVEYOR:

602.1.11 POTHOLING:

END OF EXHIBIT "F"

AMENDMENT NO. 2

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"*Principal*" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Horrocks Engineers, Inc.	**Services for:** Shadow Lane Improvements
Address: 1401 N. Green Valley Parkway, Suite 160, Henderson, NV 89074	
Telephone: (702) 966-4063	**Project Number: 53513**
EIN or DUNS : 87-0296502	

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.	Jim Horrocks	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
2.	Russell Youd	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
3.	Ron Mortimer	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
4.	Bryan Foote	2775 W. Navigator Dr., Suite 210 Meridian, ID 83642	208-895-2520
5.	Matt Horrocks	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
6.	Brian Atkinson	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
7.	Wayne Horlacher	1401 N. Green Valley Parkway, Suite 160, Henderson, NV 89074	702-263-4063
8.	John Stone	2775 W. Navigator Dr., Suite 210 Meridian, ID 83642	208-895-2520
9.	Doug Graham	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
10.	Stan Jorgensen	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100

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: 1

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document:

Date of Attached Document: ___ Number of Pages:

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Wayne Horlacher
Name

2/21/19
Date

Subscribed and sworn to before me this 21ST day of FEBRUARY, 2019

Patricia A. Boutwell
Notary Public

PATRICIA A. BOUTWELL
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-27-22
Certificate No: 06-104716-1

Disclosure of Ownership/Principals – Continuation

Dave Dillman	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Bob Hendershot	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Deryl Mayhew	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Tracy Conti	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Wes Johnson	728 W 100 S, Heber City, UT 84032	435.654.2226
Ryan Richins	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Jimmy Young	2775 W. Navigator Dr., Suite 21Meridian, ID 83642	208.895-2520
Derek Stonebraker	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Brian Christensen	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Clint Boyle	901 Pier View Drive, Suite 205, Idaho Falls, ID, 83402	208-522-1223
Lee Cabell	555 South Bluff Street Suite 101, St. George, UT 84770	435-986-7888
Brent Ventura	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Spencer Stephensen	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Todd Awerkamp	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
Ryan Pitts	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100

AMENDMENT NO. 2

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"*Principal"* means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Horrocks Engineers, Inc.	**Services for:** Shadow Lane Improvements
Address: 1401 N. Green Valley Parkway, Suite 160, Henderson, NV 89074	
Telephone: (702) 966-4063	**Project Number: 53513**
EIN or DUNS : 87-0296502	

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.	Jim Horrocks	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
2.	Russell Youd	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
3.	Ron Mortimer	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
4.	Bryan Foote	2775 W. Navigator Dr., Suite 210 Meridian, ID 83642	208-895-2520
5.	Matt Horrocks	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
6.	Brian Atkinson	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
7.	Wayne Horlacher	1401 N. Green Valley Parkway, Suite 160, Henderson, NV 89074	702-263-4063
8.	John Stone	2775 W. Navigator Dr., Suite 210 Meridian, ID 83642	208-895-2520
9.	Doug Graham	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100
10.	Stan Jorgensen	2162 West Grove Parkway, Pleasant Grove, Utah 84062	801-763-5100

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: 1

Block 5: Disclosure of Ownership and Principals – Alternate

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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.

Wayne Horlacher
Name

2/21/19
Date

Subscribed and sworn to before me this 21ST day of FEBRUARY, 2019

Patricia A. Boutwell
Notary Public

PATRICIA A. BOUTWELL
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-27-22
Certificate No: 06-104716-1

Disclosure of Ownership/Principals – Continuation

Dave Dillman	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100
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Ryan Pitts	2162 W Grove Pkwy, Ste 400, Pleasant Grove, UT 84062	801.763.5100

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
25

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Agreement for Refurbishment of Vintage Motel Signs on East Fremont Street - 8th Street through 14th Street - Office of the City Attorney - Award recommended to: FEDERAL HEATH SIGN COMPANY, LLC ($662,000 - General Capital Projects Fund) - Ward 3 (Coffin)

FISCAL IMPACT:
Budget Funds Available
Amount: $662,000
Funding Source: General CPF
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
In 2018, the Commission for the Las Vegas Centennial awarded a grant to the City for restoration and maintenance of the historic neon signs on East Fremont Street generally located between 8th Street and 14th Street in the Historic Motel District. On February 6, 2019, City Council approved the Neon Sign Maintenance Agreement between the City and Downton Project (DTP) for maintenance of the restored signs. This project provides refurbishment services for up to seven vintage motel signs on East Fremont Street. This project is funded by the remaining Commission for the Las Vegas Centennial grant funds. The Commission for the Las Vegas Centennial, in cooperation with the City of Las Vegas City Attorney's Office and the DTP, conducted the evaluation and selection of Federal Heath Sign Company, LLC. Award of this contract is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Federal Heath Sign Company, LLC 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. Federal Health Proposal/Agreement

FEDERAL HEATH SIGN COMPANY

PROPOSAL / AGREEMENT

Date: February 8, 2019
Buyer: City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

Attn: Mr. Brad Jerbic p. 702-807-3917

Site Address: Fremont Street East
Historic Motel District
Whole Enchilada

Design #: 21-07428-00

Seller: Federal Heath Sign Company, LLC **Location:** 3900 West Dewey Drive, Las Vegas, NV 89118

We are pleased to submit our estimate for the following scope of work: Refurbishment of Vintage Motel Signs on East Fremont St.

Description

Federal Heath to perform Signage Refurbishment for Project Whole Enchilada per the Approximate Durations, Condition Levels, Costing and Description of Work as noted below:

Sign #	Motel Name	Approx. Duration	Condition Level	Approx. Cost	Description of Work
1	Star View Motel	6 to 8	35%	$ 110,000.00	Major overhaul of existing sign cabinet with many parts to be constructed to bring sign to 100%.
2	Las Vegas Motel	8 to 10	20%	$ 105,000.00	Complete rebuild of sign with use of existing parts as available.
3	Fremont Motel	4 to 6	50%	$ 70,000.00	Major overhaul of existing sign cabinet with many parts to be constructed to bring sign to 100%.
4	Valley Motel	4 to 6	50%	$ 87,000.00	Full cosmetic review and all electrical brought to 100%, structure to be updated if required.
5	Lucky Motel	4 to 6	50%	$ 130,000.00	Full cosmetic review and all electrical brought to 100%, structure to be updated if required.
6	The Gables Motel	6 to 8	35%	$ 80,000.00	Major overhaul of existing sign cabinet(s) with many parts to be fabricated to bring sign to 100%.
7	Travelers Motel	6 to 8	45%	$ 80,000.00	Major overhaul of existing sign cabinet with many parts to be constructed to bring sign to 100%.

Pricing is based on the use of the existing sign structures and footings "as is" with only cosmetic and signage attachment work included. If Structural Engineering and/or Replacement of the sign structures are required additional costs will apply.
Primary Power to the sign locations is by Others and is NOT included within this pricing.
Pricing is based on normal access and regular work hours from approximately 5am-2pm.
Permits and Nevada state sales tax, if applicable, are NOT included and will be billed "at cost" at the end of the billing period.

Manufacturing:	$662,000.00
Installation:	Included
Estimated Sales Tax (8.25%):	Billed at cost
Total:	$662,000.00
Less Down Payment:	50% or Approved P.O.
Balance Payable:	Upon Completion

Balance to be paid in full upon Seller's tender of delivery or, if installation is covered herein, upon installation (provided that if installation is delayed through no fault of seller, then payment is due on the date that the Seller is ready, willing and able to install the Display). If installation is included and is to be done at several address locations, payment is due on a pro-rate basis as each location is complete.

- **Pricing is based on standard installation conditions and regular business hours. If special lifts are required due to on site construction or landlord requirements, then rental of this equipment would be additional.**
- **Permit, engineering and acquisition fees as required are not included and will be billed separately.**
- **Freight:** ☒ Is included in the above amount
  ☐ Is not included in the above amount and will be billed separately
- **Presumes ample space and access to area behind wall signs:** easily drilled fascia materials; adequate existing structural attachment points on walls supporting building signs; no underground obstructions or unusual conditions at sign footing locations for ground signs, primary electrical power to sign locations provided by owner. Price shown is good for 30 days from the date above.
- **REPLACEMENT FACE DISCLAIMER:** When providing & installing replacement faces only, Federal Heath accepts no liability for the foundation of the existing ID sign nor the existing steel structure of the sign itself.

The Terms and Conditions that accompany this document are incorporated into and are a part of this Proposal. Upon Buyer's acceptance, the Proposal shall become the agreement ("Agreement") between Buyer and Federal Heath Sign Company, LLC, a Delaware Limited Liability Company ("Seller"). This Agreement is subject to acceptance by Seller. This Agreement constitutes the entire understanding between parties. No course of performance or course of dealings between parties hereto, or usage of trade, shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party hereunder.

ACCEPTED:
Buyer: _____

By _____

Date _____

ACCEPTED:
Seller: Federal Heath Sign Company, LLC

By _____

Date _____

Approved as to form
John S. Ridilla 3/24/19
John S. Ridilla Date
Deputy City Attorney

PROPOSAL TERMS

1. SECURITY INTEREST: To secure the payment of the purchase price for the Display and to secure the performance of any and all other obligations of Buyer hereunder. Seller hereby retains a purchase money security interest in the Display. Buyer shall execute and deliver, such financing statements and other documents as Seller shall from time to time request to evidence, perfect, or continue the perfection of the aforesaid security interest for filing by Seller. In addition, Buyer hereby authorizes Seller or its agents or assigns to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the Purchase Money Security Interest herein above granted to Seller. All risk of loss with respect to the Display shall pass to Buyer upon tender of delivery of the Display to Buyer or, if Installation is covered by this Agreement, at the time Installation is completed; provided, however, that if installation is delayed through no fault of Seller, risk of loss shall pass to Buyer at the time Seller is ready, willing and able to perform such Installation.

2. COST OF ELECTRICITY, REINFORCEMENT OF BUILDING, PHYSICAL CONDITIONS: If installation of the Display is covered by this Agreement, Buyer shall be responsible and pay for all electricity used or needed by the Display, telephone line connections, utility coordination costs, all necessary reinforcements to the building on which the Display is to be installed, relocation of power or gas lines or other obstacles, and for any additional installation costs, including labor and material, incurred by Seller due to adverse soil conditions, underground or hidden wall obstructions.

3. DELIVERY AND PERFORMANCE: The time for Sellers performance is estimated, but is not guaranteed and is subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, governmental regulations or other causes beyond its reasonable control. Buyer shall promptly furnish all information to Seller, which Seller shall request for the expeditious fabrication, delivery, installation or maintenance of Display.

4. FABRICATION OF DISPLAY - PRICE INCREASES FOR DEFERRED FABRICATION: Seller shall commence fabrication of the Display promptly following receipt of all permits, licenses and consents specified in Paragraph 6 hereof unless the terms of this Agreement or instructions from Buyer provide for Seller not to commence fabrication of the Display until a later date, occurrence or event. If installation is covered hereby, the Display shall be installed as soon as is reasonable practical after fabrication thereof. If for any reason, other than fault or neglect of Seller, fabrication shall not be commenced within 90 days from the date of Seller's acceptance of this Agreement, or if delivery, tender or installation (if covered hereby) of the Display shall be delayed, deferred or postponed for any reason, other than fault or neglect of Seller, beyond 6 months from the date of such acceptance, then, in any such event, the purchase price and installation price (if applicable) specified in this Agreement hereof shall be subject to increase, as determined by Seller, on the basis of applicable labor, material and transportation cost increases incurred by Seller subsequent to such acceptance date and relating to the Display. Seller shall promptly advise Buyer of any price increase resulting from the provision of this Paragraph 4.

5. FABRICATION INTERRUPTIONS: If, after fabrication of the Display is commenced, Seller shall cease or extend scheduled fabrication of the Display at the request of Buyer, or by reason of any act or omission of Buyer, then Buyer, in addition to all its other obligations under this Agreement shall be responsible for all Seller's additional costs and expenses incurred upon recommencement of fabrication including without limiting the foregoing increased labor and material cost incurred by Seller in completion of fabrication. Any cessation or extension of scheduled fabrication requested by Buyer shall be at the sole discretion of Seller and shall not relieve Buyer of any of its obligations under this Agreement.

6. PERMITS, LICENSES, FEES AND TAXES: Buyer shall, and Seller may (as Buyer's agent where necessary and at Buyer's expense), obtain and pay for all permits and licenses from public authorities for the initial installation of the Display. Unless otherwise directed in writing by Buyer, Seller shall not commence fabrication of the Display until all required public permits have been issued. If public permits are denied, after every reasonable effort by both parties to secure same, then this Agreement shall terminate without liability to either party; provided, however, that if Buyer has theretofore required Seller to commence fabrication of the Display, Buyer shall pay Seller for all manufacturing costs and other costs of performing this Agreement incurred by Seller (including overhead), together with Seller's standard markup on such cost.

Buyer shall be responsible for securing and maintaining in force all necessary permits from the owner and any mortgagee of the premises upon which the Display is to be installed and for all other private permissions, consents or licenses necessary for the installation, maintenance, use, existence or removal of the Display.

Buyer shall be responsible for securing, maintaining, continuing and paying for all public permits, periodic and other inspection fees and licenses, now or hereafter necessary for the maintenance, use, existence or removal of the Display. Buyer shall not be relieved of any obligations under this Agreement because of the revocation for any reason of any permit or license.

Buyer shall pay all personal property, sales, use and other taxes, which now or hereafter may be imposed by law on the Display or the use thereof or on the nature, performance, or billing of this Agreement. Buyer shall reimburse Seller for the full amount of any taxes described above which may be billed to and paid by Seller.

7. INSURANCE: Buyer shall insure the Display for the benefit of Seller against loss by fire or other casualty in an amount not less than the unpaid purchase price thereof, and shall furnish Seller with evidence of such insurance upon demand. If installation of the Display is covered hereby, Seller shall maintain, until such installation is completed, General Liability insurance against claims due to Seller's negligence. Buyer shall promptly give Seller written notice of any claim or proceeding asserted or instituted against buyer which involves or in any manner relates to the display or its installation. Any right of Buyer to reimbursement from Seller or Seller's insurer with respect to any such claim or proceeding is expressly conditioned upon Buyer promptly giving such notice to Seller, and, if requested by either Seller or Seller's insurer, tendering to Seller or its insurer the defense of such claim or proceeding. If Buyer shall satisfy any claim or proceeding without the written consent of Seller, Seller and its insurers shall be released from any and all liability to Buyer with respect to such claim or proceeding.

8. BUYER'S REPRESENTATIONS: Buyer represents and warrants that its correct name and address are set forth on the front hereof; said address is the principal place of business of Buyer; and that the Display will be located at the address specified on the front hereof for delivery or installation. Buyer agrees (a) to immediately notify Seller in writing of any proposed change in its address so listed and of any change in its name, identity or legal structure; , and (b) that so long as any portion of purchase price remains unpaid. Buyer shall keep the Display free and clear of all liens, claims and encumbrances, except for the security interest granted to Seller.

9. SELLER'S WARRANTIES AND DISCLAIMERS: Seller warrants to Buyer that any Display purchased hereunder (excluding lamps as to which Seller makes no warranty) at the time of delivery or installation, if installation is covered hereby, will be free from defects of material and workmanship, and will be in accordance with specifications which are a part of this Agreement. Seller's sole obligation under this warranty is repair or replacement, at Seller's option, of a defective part or nonconforming Display for which written claim is made within 12 months of de livery or installation for product manufactured and installed by Seller, 90 days for product installed by others (except product workmanship, which is warranted for 12 months from date of delivery) and 90 days for any refurbishment, retrofit, or repair completed by Federal Heath Sign Company.

This is limited warranty and is subject to the terms of Federal Heath Sign Company's Standard Warranty.

SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT SHALL BUYER BE ENTITLED TO RECOVER ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, whether or not said damages are caused in whole or in part, by Seller's breach of any warranty, term or condition or by Seller's nonperformance, delay or negligence.

NOTE: All gaseous conductor tubes have an inherent tendency to change in color and light intensity proportionate to period of use. Mercury filled tubing of any age is affected by cold weather. These are universal characteristics and not defects in manufacture or maintenance. Replacement of operative tubes so affected is not part of this Agreement.

10. DEFAULT: The occurrence of any of the following events shall constitute a "Default" hereunder; (a) Buyer shall fail to pay any amount payable by it hereunder when due; (b) Any representation or warranty made by Buyer under or in connection with this Agreement shall prove to have been incorrect in any material respect when made; (c) Buyer shall fail to perform or observe any other covenant, obligation or term of this Agreement and such failure shall remain uncured for 10 days after written notice thereof shall have been given to Buyer by Seller; (d) The obligations of Buyer under any other agreement to which it may be a party are accelerated by reason of Buyer's default; (e) A liquidator, trustee, custodian, administrator, receiver or similar officer shall be appointed for all or any part of the assets of Buyer; (f) Buyer shall become a debtor under the Federal Bankruptcy code or a petition relating to Buyer shall be filed under any other applicable federal or state law relating to bankruptcy, insolvency, reorganization, winding up, composition, or assignment for benefit of creditors; or (g) Buyer shall admit in writing its inability to pay its debts as they mature or shall be declared insolvent by a competent governmental authority.

If any Default shall occur and be continuing, Seller may declare all amounts payable under this Agreement by Buyer to Seller hereunder to be immediately due and payable, whereupon the same shall become immediately due and payable without protest, presentment, notice or demand, all of which Buyer expressly waives. In such event, Seller shall have the right to enter upon Buyer's premises and take possession of the Display or render it unusable. Where any applicable statue requires reasonable notice of sale or other disposition, Buyer hereby agrees that the sending of six days notice by mail, postage prepaid, to the address of Buyer as set forth on this Agreement thereof (or such other address as Buyer shall subsequently designate in writing to Seller) of the place and time of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof. Buyer shall be liable for (and Seller may apply the cash proceeds actually received from any sale or other disposition of the Display) to the reasonable expenses of holding, selling, leasing and the like, to reasonable attorneys' fees and disbursements, and all legal, travel and other expenses which may be incurred by Seller in attempting to enforce its rights hereunder, then to payment of the obligations owing by Buyer to Seller hereunder in such order and as to principal or interest as Seller may desire; and the balance, if any, after payment in full of all amounts owing hereunder by Buyer to Seller shall be paid to Buyer as its interest may appear, subject to any duty of Seller imposed by law to the holder of any subordinate security interest in the Display. Buyer hereby waives any right it may have to require or request Seller to proceed against the Display or to proceed against any other security Seller may hold, and hereby waives any right it may have to require or request Seller to pursue any other remedy for the benefit of Buyer. In the event that Seller is required to commence any litigation to enforce its rights hereunder, Buyer hereby waives the right to a trial by jury. Buyer agrees to pay, in addition to all other sums found due, reasonable attorney's fees and other costs incurred by Seller in enforcement of any of its rights hereunder. All overdue payments under this Agreement shall bear interest at the lower of the following: (a) highest rate authorized by applicable law, or (b) eighteen percent (18%) a year.

11. WAIVER OF BREACH: No waiver by either party of any default shall constitute a continuing waiver or a waiver of any subsequent default.

12. TRANSFER OF AGREEMENT: This Agreement shall be binding upon the respective successors and assigns of the parties. However, the interest of Buyer shall be transferable only with the prior written consent of Seller.

13. GOVERNING LAW: This Agreement shall be governed by the laws of the state in which this contract is executed, without regard to its laws of conflict.

14. FORUM: All claims arising out of or related to breach of warranty or nonconformity of Displays to specifications shall be brought in state or federal court with situs in Illinois. The parties hereby agree that Illinois is the most convenient forum, consent to service of process and submit to jurisdiction of any state or federal court located in Illinois and hereby waive any right to transfer or change the venue of any litigation brought in accordance with this paragraph.

15 STATUTE OF LIMITATIONS: Any claim related to or arising out of Seller's breach of any term or condition must be commenced within one year after the cause of action has accrued or as earlier required by this Agreement.

16. MISCELLANEOUS: This Agreement supersedes all prior written or oral understandings or agreements concerning the subject matter hereof. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by an officer of the party to be bound. The headings of the various sections of this Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall not be affected but shall continue in full force and effect.

17. NOTICES: All notices required under the terms and provisions hereof shall be in writing, and shall be addressed to the locations set forth on the face of this Agreement or to such other address as a party hereto shall from time to time designate in writing to the other party.

Initial _____ Date _____

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
26

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve a First Amendment to District Office Lease between the City of Las Vegas and Dina Titus, a Member-Elect of the United States House of Representatives, for the administrative office space located at City Hall, 495 South Main Street - Ward 3 (Coffin)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Both parties mutually agree to amend the Lease to add additional square footage for a total of 1,877 square feet, add an additional four unassigned parking spaces for a total of eleven unassigned parking spaces and to extend the primary term through January 2, 2021. Rent will increase to $4,692.50 per month.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Amendment to District Office Lease

FIRST AMENDMENT TO DISTRICT OFFICE LEASE

This FIRST AMENDMENT TO DISTRICT OFFICE LEASE (the "**First Amendment**") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("**Lessor**"), and DINA TITUS, a member of the U.S. House of Representatives ("**Lessee**"). Lessor and Lessee are sometimes collectively referred to herein as the "**Parties**".

This First Amendment is effective on the date ("**Effective Date**") of approval by the Las Vegas City Council or Lessee, whichever date is later, as long as approval by one is within thirty (30) calendar days of approval by the other.

RECITALS

WHEREAS, the Parties previously entered into that certain District Office Lease dated May 25, 2017, (the "**Agreement**") for Lessee to occupy a portion of the real property and building improvements for administrative offices located at 495 South Main Street, Las Vegas, Clark County, Nevada; and

WHEREAS, the Parties mutually desire to amend the Agreement to add additional square footage which the total leased space now consisting of One Thousand Eight Hundred Seventy Seven (1,877) square feet, add an additional four (4) unassigned parking spaces for a total of eleven (11) unassigned parking spaces; and

WHEREAS, the Parties desire to further amend the Agreement to extend the Primary Term.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, the Parties agree to amend the Agreement as follows:

AGREEMENT

1. INCORPORATION OF RECITALS AN EXHIBITS. The above Recitals and all Exhibits attached hereto, if any, are incorporated by this reference and expressly made part of this First Amendment.

2. Reference Section 3-TERM is amended to extend the Term for an additional two (2) years; the new termination date is January 2, 2021.

3. Reference Section 4-RENT of the Agreement. Delete Section 4 (RENT) in its entirety and replace with the following:

> 4. RENT. Lessor shall pay to Lessee monthly rent in the amount of FOUR THOUSAND SIX HUNDRED NINETY TWO AND 50/100 DOLLARS ($4,692.50), and is payable in arrears on or before the last day of each calendar month. Rent payable under this Agreement shall be prorated on a daily basis for any fraction of a month of occupancy.

4. Reference District Office Lease Attachment Section C-1-PREMISES of the Agreement. Delete referenced Exhibit A and replace with the attached Exhibit A-First Amendment.

5. Reference District Office Lease Attachment Section C-2-PARKING of the Agreement. Delete Section C-2 (PARKING) in its entirety and replace with the following:

> 2. PARKING. Lessor shall designate one (1) space in the security badge accessible City Hall secure basement parking garage for Lessee's exclusive use at no cost to Lessee. Lessor shall also designate one (1) reserved parking space on the first level in the security badge accessible 500 South Main Street parking garage for Lessee's exclusive use at no cost to Lessee. Lessee's

other employees shall have security access badge access to the 500 South Main Street Parking Garage for eleven (11) employees to park on a first-come first-served basis at no cost to Lessee. Lessee's visitors and invitees shall have access to the 500 South Main Street Parking Garage and Lessor agrees to allow Lessee to validate the parking ticket of Lessee's visitors and invitees with a stamp or other means approved in advance by the Lessor's Parking Service Manager and to bill Lessee for the parking charges so validated by Lessee on a monthly basis. Said visitor and invitee parking charges shall be due and payable to Landlord as additional rent within thirty (30) days after Tenant's receipt of such invoice. Lessee employee, visitor, and invitee parking in the 500 Main Street Parking Garage shall be on an unreserved, first-come, first-served basis.

6. Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Agreement.

7. The Parties represent and acknowledge that as of the date of this First Amendment, neither party (i) is in default under the terms of the Agreement; (ii) has any defense, set off or counterclaim to the enforcement by either party of the terms of the Agreement; and (iii) is aware of any action or inaction by either party that would constitute an Event of Default by either party under the Agreement.

8. In the event of a conflict between any provision(s) of the Agreement, this First Amendment shall control.

9. In all other respects, the Agreement, as amended by this First Amendment, is hereby ratified and confirmed, in full.

10. This First Amendment may be executed in counterparts, and 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, 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.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGES]

CITY OF LAS VEGAS
"LESSOR"

By: _____
Carolyn G. Goodman, Mayor

Date of Execution by Lessor: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 3/13/19
John S. Ridilla Date
Deputy City Attorney

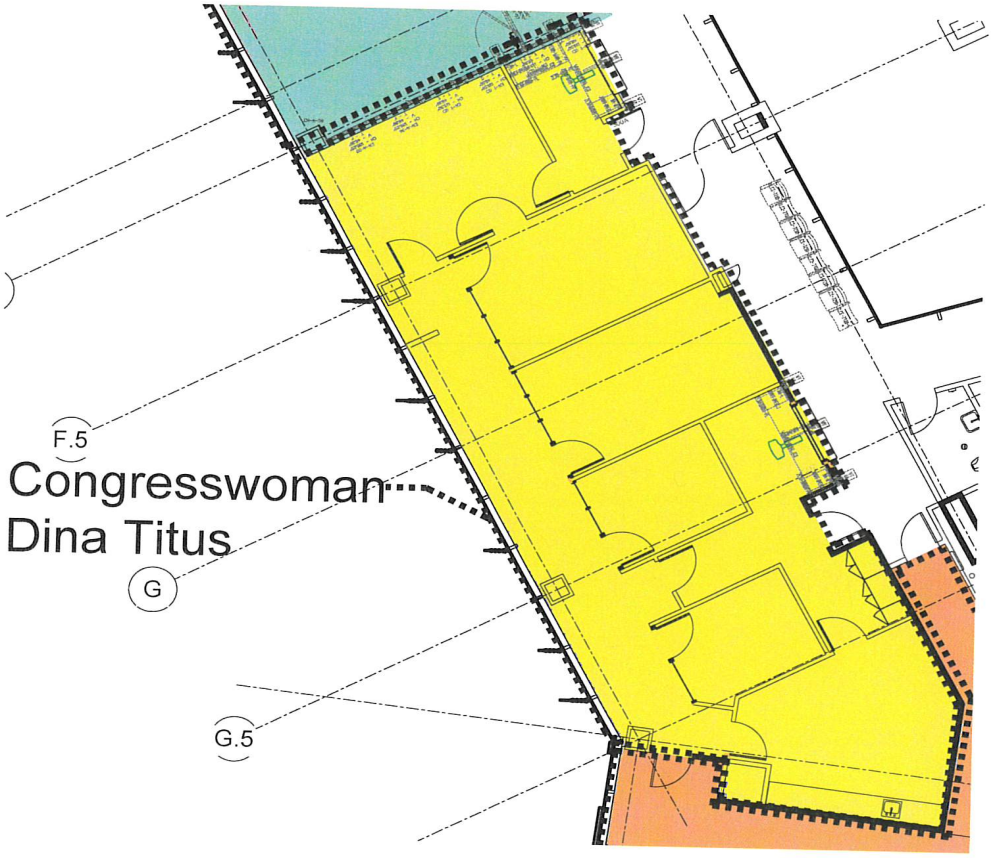
DINA TITUS
"LESSEE"

By: Dina Titus
Dina Titus
Member of the U.S. House of Representatives

Date of Execution by Lessee: March 12, 2019

EXHIBIT A-FIRST AMENDMENT

[SEE ATTACHED]


F.5
Congresswoman
Dina Titus
G
G.5

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
27

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

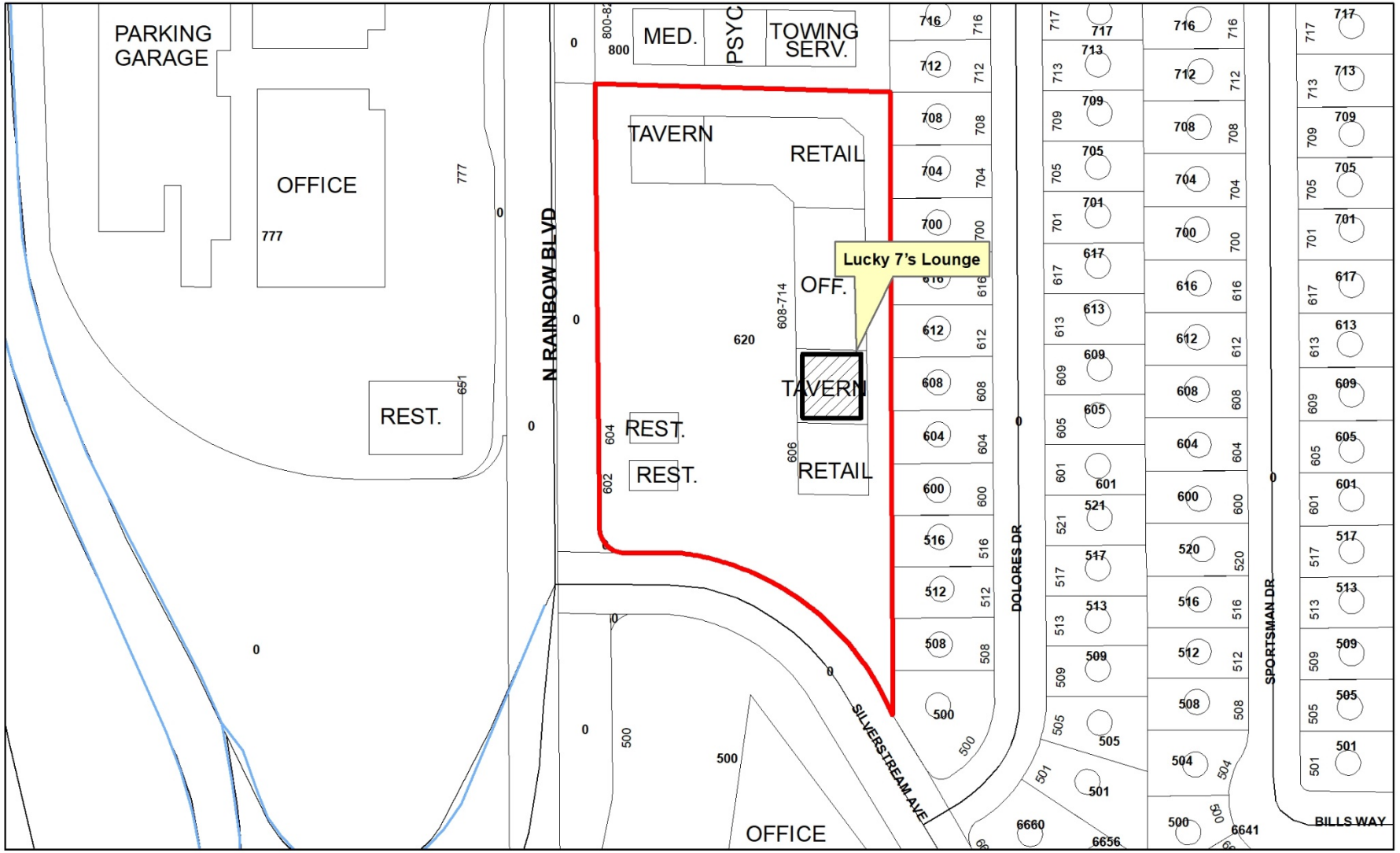
SUBJECT:
For possible action to approve a Non-Operational Tavern License for a Change of Ownership FROM: WHEEL OF GOLD, INC. TO: JACKPOT JOANIE'S DW, LLC dba LUCKY 7'S LOUNGE at 608 North Rainbow Boulevard [Ronald W. Winchell, Managing Member] - Ward 1 (Tarkanian).

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Non-Operational Tavern License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
Location Map



Lucky 7's Lounge
608 North Rainbow Boulevard
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: Thursday, March 14, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
28

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

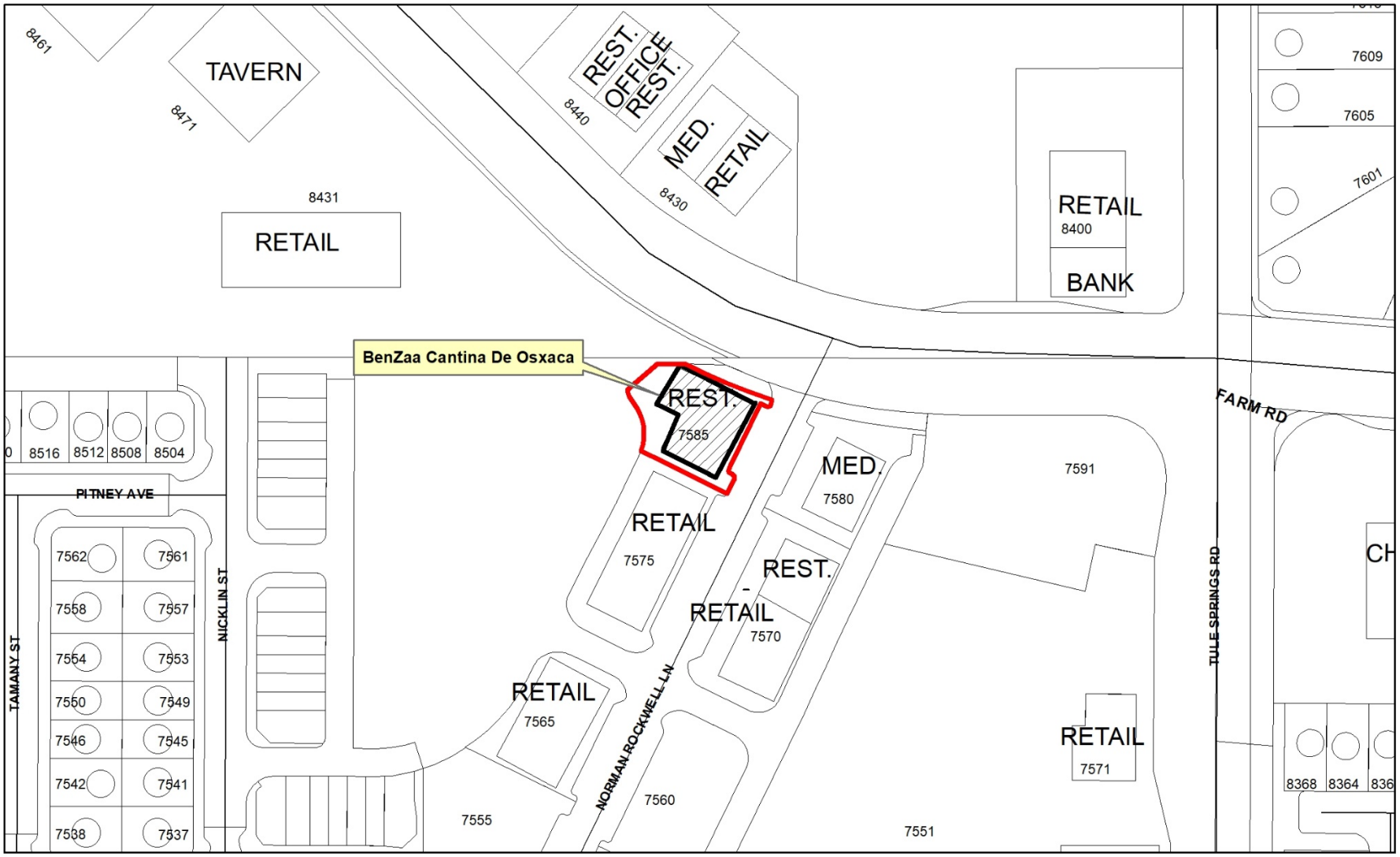
SUBJECT:
For possible action to approve a Restaurant with Alcohol License for WILD THYME GROUP LAS VEGAS, INC. dba BENZAA CANTINA DE OSXACA at 7585 Norman Rockwell Lane [Heinrich Stasiuk, President, Secretary, Treasurer, Director, Shareholder] - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restaurant with Alcohol License.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
Location Map



BenZaa Cantina De Osxaca
7585 Norman Rockwell Lane
WARD 6

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 12, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
29

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: KA MANAGEMENT VEGAS, INC. TO: NEVADA AK, INC. dba AM/PM-SOUTH DECATUR ARCO #413 at 1625 South Decatur Boulevard - Ward 1 (Tarkanian)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

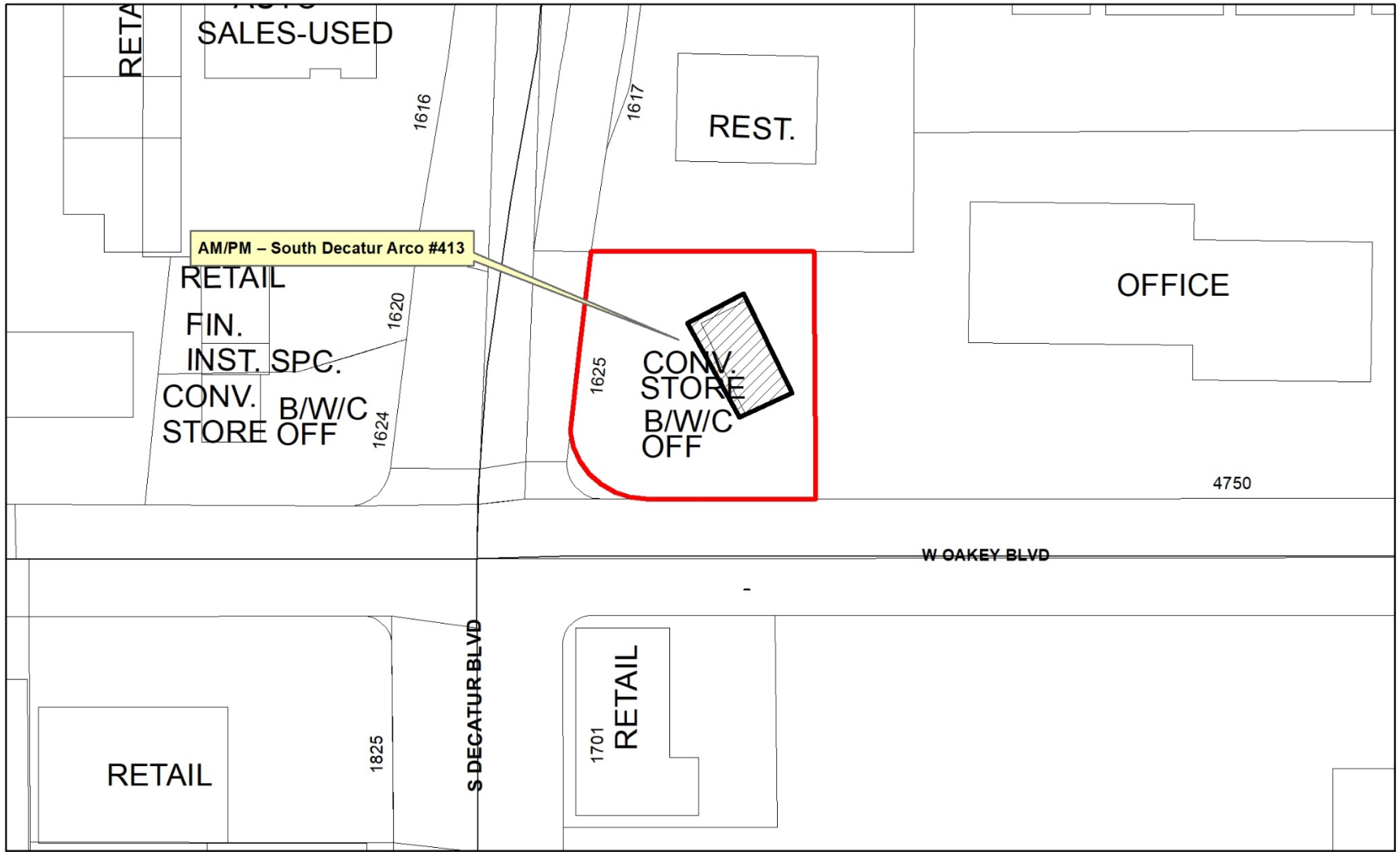
AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: KA MANAGEMENT VEGAS, INC. TO: NEVADA AK, INC. dba AM/PM-SOUTH DECATUR ARCO #413 at 1625 South Decatur Boulevard - Ward 1 (Tarkanian)

OWNERSHIP:

NEVADA AK, INC.

Sammer Anabi, President, Treasurer, Director, Chief Financial Officer
Rawa Anabi, Secretary
Sammer and Rawa Anabi Family Trust, Shareholder
Sammer I. Anabi, Trustee
Rawa Anabi, Trustee



AM/PM – South Decatur Arco #413
1625 South Decatur Boulevard
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 12, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
30

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: KA MANAGEMENT VEGAS, INC. TO: NEVADA AK, INC. dba AM/PM-NORTH RANCHO ARCO #414 at 4371 North Rancho Drive - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

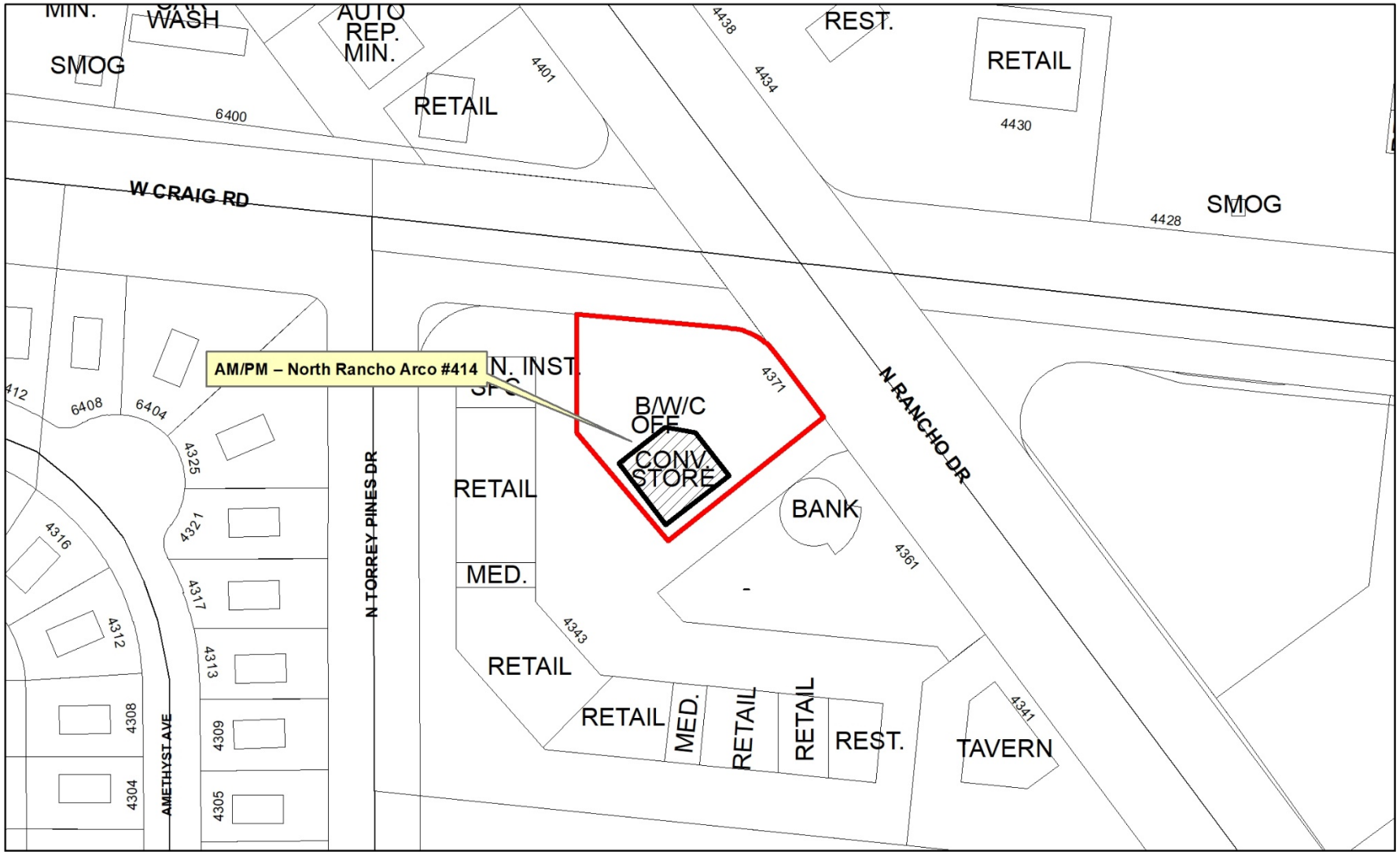
AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: KA MANAGEMENT VEGAS, INC. TO: NEVADA AK, INC. dba AM/PM-NORTH RANCHO ARCO #414 at 4371 North Rancho Drive - Ward 4 (Anthony)

OWNERSHIP:

NEVADA AK, INC.

Sammer Anabi, President, Treasurer, Director, Chief Financial Officer
Rawa Anabi, Secretary
Sammer and Rawa Anabi Family Trust, Shareholder
Sammer I. Anabi, Trustee
Rawa Anabi, Trustee



AM/PM – North Rancho Arco #414
4371 North Rancho Drive
WARD 4

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 12, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
31

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

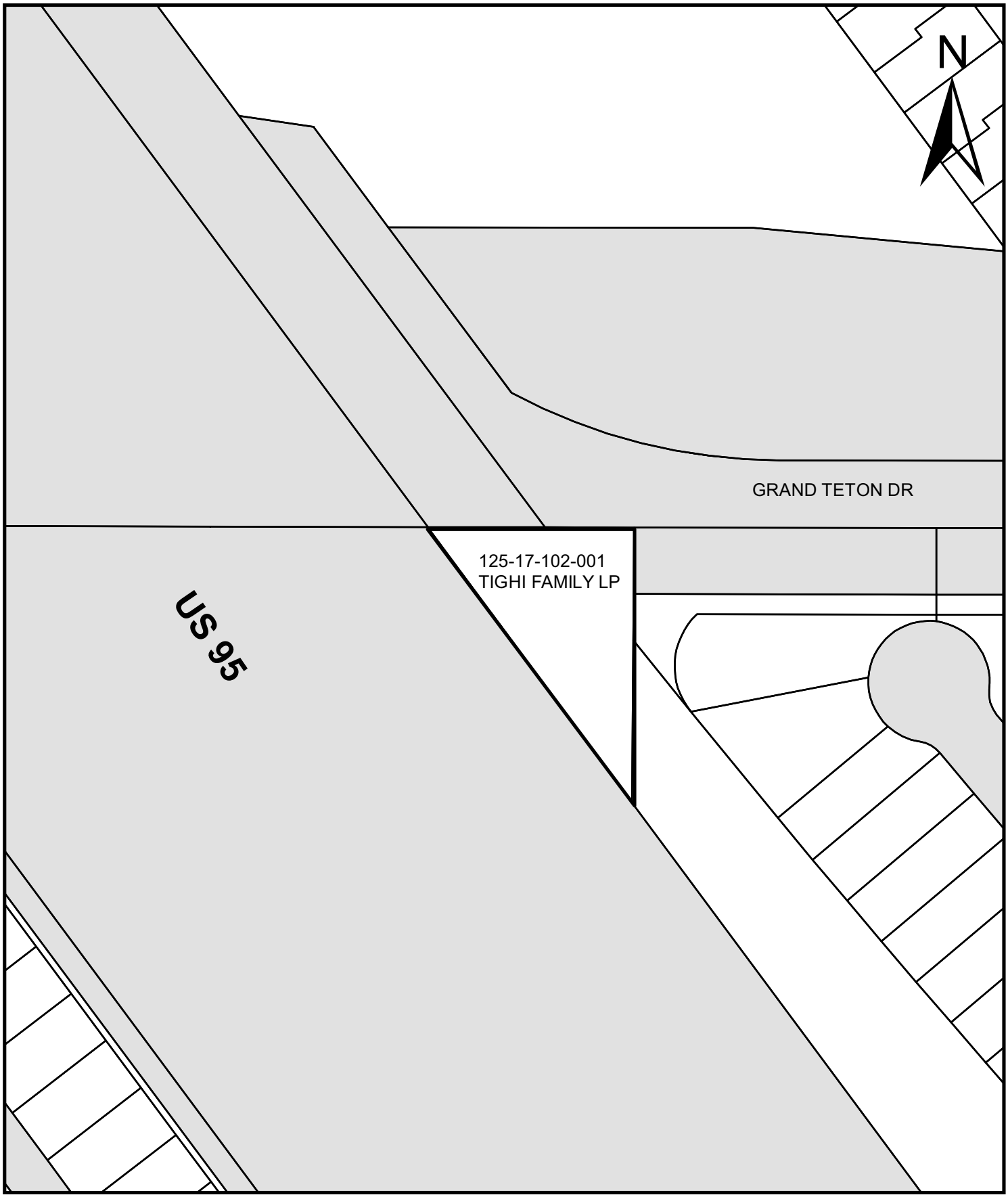
SUBJECT:
For possible action to authorize staff to condemn, for the purchase of property rights for the Grand Teton Overpass at US 95, APN 125-17-102-001 ($60,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $60,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Right-of-Way

PURPOSE/BACKGROUND:
The acquisition of this parcel is needed for the Overpass at US 95 and Grand Teton Drive project that involves construction of a bridge, roadway improvements, utility adjustments, drainage infrastructure, striping, traffic signals, and all appurtenances. Negotiations with the remaining property owner have been unsuccessful and due to the urgency to begin this project, moving forward with condemnation is necessary at this time. The funding for this project will utilize Road and Flood Capital Project Funds that were previously approved by Council on October 3, 2018, Agenda Item No. 43.

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 condemnation.

BACKUP DOCUMENTATION:
1. Exhibit Map



GRAND TETON OVER PASS

LEGEND

Existing Right-of-Way

Subject Parcel

Date: 2/28/2019

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
32

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

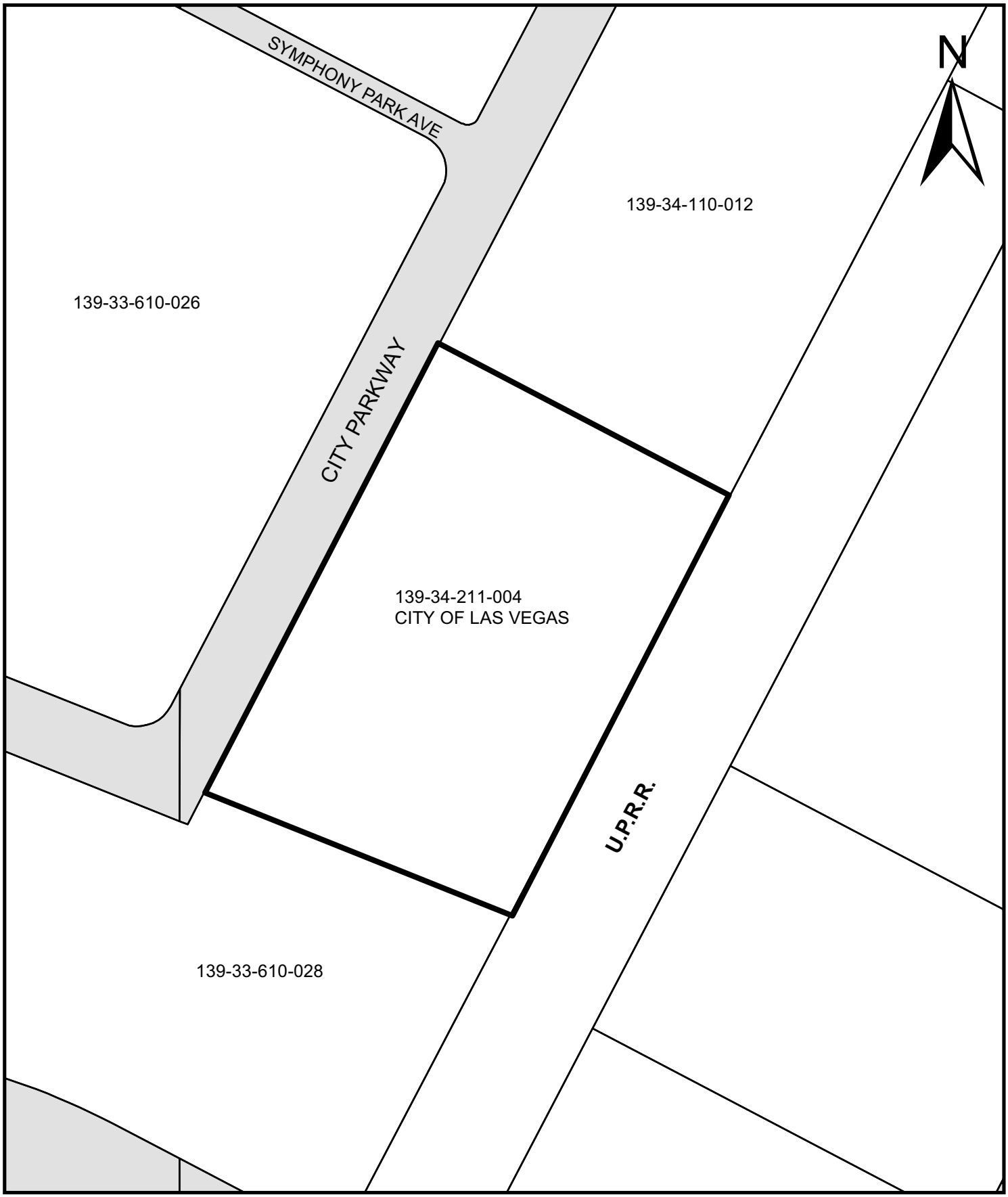
SUBJECT:
For possible action to authorize staff to grant easement interests to utility companies in furtherance of the Symphony Park Parking Garage Project, in the vicinity of South City Parkway and Robin Leach Lane, APN 139-34-211-004 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Symphony Park Parking Garage Project will provide approximately 1,100 parking spaces, as well as ground level retail space. Easements need to be granted to utility companies such as NV Energy, Southwest Gas Company, CenturyLink, and the Las Vegas Valley Water District.

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 granting of easement interests for the project referenced above.

BACKUP DOCUMENTATION:
1. Exhibit Map



SYMPHONY PARK PARKING GARAGE

LEGEND

Existing Right-of-Way

Subject Parcel

Date: 2/19/2019

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
33

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Bill Arent

SUBJECT:
RESOLUTIONS:

R-11-2019 - 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 The LaJolla Development Group LLC (Owner) located at 1924 Fremont Street (APN 139-35-803-004), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area 1 Ward 3 (Coffin) [NOTE: This item is related to RDA Item 6 (RA-2-2019)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting The LaJolla Development Group LLC with the cost of improvements to the property located at 1924 Fremont Street (APN 139-35-803-004). Approval will adopt findings that the Commercial Visual Improvement Program 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-11-2019
2. Public Purpose Impact Analysis Report
3. Site Map

RESOLUTION NO._____

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 The LaJolla Development Group LLC. ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-35-803-004

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, The LaJolla Development Group LLC (the "OWNER") the owner of real property and improvements located at 1924 Fremont Street, Las Vegas, NV 89101, and which parcel is commonly known as APN 139-35-803-004 (the "Site"); and

WHEREAS, The LaJolla Development Group LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 1924 Fremont Street, Las Vegas, NV 89101, 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 The LaJolla Development Group 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 _____, 2019.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

M. Nicholas 2-28-19
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 _____, 2019, 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 The LaJolla Development Group 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: The LaJolla Development Group LLC
Attn.: Matthew DiNofia
888 Prospect Street, STE 200
LaJolla, CA 92037

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 _____, 2019 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:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 2019.

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____ 3-4-19
Counsel to the Agency Date

ATTEST:

_____

Secretary

OWNER – The LaJolla Development Group LLC

By: _____
Matthew DiNofia

Its: Owner/ Managing 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

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

See Attached

Inst #: 20170717-0001219
Fees: $18.00 N/C Fee: $0.00
RPTT: $714.00 Ex: #
07/17/2017 12:22:52 PM
Receipt #: 3141182
Requestor:
NORTH AMERICAN TITLE MAIN
Recorded By: EGM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN:139-35-803-004
ESCROW NO.: 45002-1506051-17
RPTT: 714.00
Recording Requested by:
NORTH AMERICAN TITLE COMPANY

When recorded please mail to
and Mail Tax Statements to::
The La Jolla Development Group LLC
888 Prospect Street #200
La Jolla, CA 92037

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Hialeah Motel Inc., a Nevada corporation, as the "Grantor,"

In consideration of $10.00 and other valuable consideration, the receipt of which are hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to:

The La Jolla Development Group LLC, a Nevada limited liability company, as the "Grantee,"

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the complete legal description.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

See signature page attached hereto and made a part hereof

Dated 5 day of July, 2017

Hialeah Motel Inc., a Nevada corporation

By: V S Mehta | Treasurer
Name: Viral S. Mehta
Title: Treasurer

STATE OF Nevada
COUNTY OF Clark

On July 5, 2017, before me, Tamara G Perry, the undersigned a Notary Public in and for said County and State, personally appeared Viral S. Mehta, personally known to me (or 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.

WITNESS my hand and official seal.

Signature
Notary Public

My Commission expires: Dec. 19, 2018

TAMARA G. PERRY
Notary Public State of Nevada
No. 99-2504-1
My Appt. Exp. Dec. 19, 2018

Signature page to Grant, Bargain, Sale Deed
File No. 45002-1506051-17

See signature page attached hereto and made a part hereof

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 south side of Fremont Street 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: 139-35-803-004

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, The LaJolla Development Group 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 _____, 2019

The LaJolla Development Group LLC

By:_____
Matthew DiNofia
Its: Owner/ Managing 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 _____, 2019 by Matthew DiNofia as Owner/ Managing Member of The LaJolla Development Group 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 _____, 201 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

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

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 south side of Fremont Street 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: 139-35-803-004

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 _____, 2019, between The LaJolla Development Group 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 1924 Fremont Street, Las Vegas, NV 89101, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-35-803-004; 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 is set back from the south side of Fremont Street 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: The LaJolla Development Group LLC
Attn.: Matthew DiNofia
888 Prospect Street, STE 200
LaJolla, CA 92037

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.

The LaJolla Development Group LLC

By: _____ Date: _____
Name: Matthew DiNofia
Title: OWNER/ MANAGING 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 _____, 2019 by Matthew DiNofia as Owner/ Managing Member of The LaJolla Development Group 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 _____, 2019 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

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

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 south side of Fremont Street 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 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.	**Signage Enhancements**	**$7,000.00**
2.	**Parking lot replacement**	**$16,000.00**
3.	**Landscape**	**$4,500.00**
4.	**Security Cameras and lighting**	**$3,500.00**
5.	**Security Gates**	**$5,000.00**
6.	**Permits and interior upgrades per City**	**$7,500.00**
7.	**Paint etc.**	**$6,500.00**
TOTAL ESTIMATED PROJECT COSTS		$50,000.00
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

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

VIP Contracting Entity Information

Corporate Name: The LaJolla Development Group llc

Mailing Address: 888 Prospect St #200, LaJolla CA 92037

Business Phone: 858-775-6888

Tax ID or Social Security Number: 30-0761593

Ownership Interest

Estate in Severalty 100% Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all persons/individuals holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Matt DiNofia	888 Prospect St #200 92037	858-775-6888

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: N/A

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: vip disclosure of ownership

Date of Attached Document: 1/3/19

Number of Pages: 1

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: [signature]

Date: 1/3/19

State of ~~Nevada~~ CA California
County of ~~Clark~~ San Diego

This instrument was acknowledged before me on Jan. 03, 2019 (date) by Matthew Dinofia (name of person)

[signature]

Notary Public

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

ATTACHMENT “6-B”

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

VIP Contracting Entity Information

Corporate Name: The Lantalk Development Group llc

Mailing Address: 888 Prospect #200 92037

Business Phone: 858-775-6888

Tax ID or Social Security Number: 30-0761593

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company X

Corporation _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Matt DiNofia	888 Prospect St #200 92037	858-775-6888

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

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: VIP Disclosure of Ownership/Principals

Date of Attached Document: 1/3/19

Number of Pages: 1

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 1/3/19

State of ~~Nevada~~ California
County of ~~Clark~~ San Diego

This instrument was acknowledged before me on Jan. 03, 2019 (date) by Matthew Dinofia (name of person)

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

_____
Notary Public

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Matt DiNofia, 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 La Jolla Development, 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 1924 Fremont St 89101 ("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. ___C___(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. ___C___(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ___C___(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ___C___(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 ___3___day of ___January___, ___2019___.

Authorized Signature: ___[signature]___

SIGNED AND SWORN TO before me

this ___03___ day of ___Jan.___, ___2019___, by ___Matthew Dinofia___

[signature]

NOTARY PUBLIC

My Commission Expires: Sept. 26 2019

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

ATTACHMENT “8”

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP PARTICIPANT **REAL PROPERTY OWNER CONSENT**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Matthew DiNofia, owner and/or authorized representative of APN# 139-358-03-0041 also commonly known as 1934 Fremont St 89101, 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 _____, 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 3 day of January, 2019.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 03 day of Jan, 2019, by Matthew Dinofia

NOTARY PUBLIC
My Commission Expires: Sept. 26, 2019

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
April 3, 2019

Title of Project: Commercial Visual Improvement Program

Sponsor/Developer: La Jolla Development Group, LLC

Address Of Project: 1924 E. Fremont Street

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution 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 boarded-up offices to be occupied by a new enterprise. Improvements will be made to the building's façade, courtyard and parking lot, fencing and pylon signage.

What is the amount of Private Investment and who is providing it?

Approximately $53,000 – La Jolla Development Group, 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? 2 Part-Time Equivalent

How many Indirect Jobs will be Created? 5 construction jobs

How many Direct Jobs will be Retained? N/A

Quantitative Economic Benefits:

$53,000 of labor and material will be expended in the Redevelopment Area during renovations.

Total Direct Economic Impact:

$53,000 in exterior renovations.

Total Indirect Economic Impact:

N/A

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND The LaJolla Development Group LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE CVIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on 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, The LaJolla Development Group LLC (the "OWNER") is the owner of real property and improvements located at 1924 Fremont Street, Las Vegas, NV 89101, and which parcel is commonly known as APN 139-35-803-004 (the "Site"); and

WHEREAS, The LaJolla Development Group LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 1924 Fremont Street, Las Vegas, NV 89101 and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP; and

WHEREAS, the Agency 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 Governing Body of the Agency has determined that the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Participant for making physical, visual improvements to the building on the Site, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed, adopted and approved this ____ day of _____, 2019.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chair

ATTEST:

_____
SECRETARY

APPROVED AS TO FORM:

M. Jindrus 2-28-19
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 _____, 2019, 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 The LaJolla Development Group 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: The LaJolla Development Group LLC
Attn.: Matthew DiNofia
888 Prospect Street, STE 200
LaJolla, CA 92037

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 _____, 2019 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:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 2019.

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

3-4-19

Counsel to the Agency Date

ATTEST:

_____

Secretary

OWNER – The LaJolla Development Group LLC

By: _____
Matthew DiNofia

Its: Owner/ Managing 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

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

See Attached

Inst #: 20170717-0001219
Fees: $18.00 N/C Fee: $0.00
RPTT: $714.00 Ex: #
07/17/2017 12:22:52 PM
Receipt #: 3141182
Requestor:
NORTH AMERICAN TITLE MAIN
Recorded By: EGM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN:139-35-803-004
ESCROW NO.: 45002-1506051-17
RPTT: 714.00
Recording Requested by:
NORTH AMERICAN TITLE COMPANY

When recorded please mail to
and Mail Tax Statements to::
The La Jolla Development Group LLC
888 Prospect Street #200
La Jolla, CA 92037

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Hialeah Motel Inc., a Nevada corporation, as the "Grantor,"

In consideration of $10.00 and other valuable consideration, the receipt of which are hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to:

The La Jolla Development Group LLC, a Nevada limited liability company, as the "Grantee,"

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the complete legal description.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

See signature page attached hereto and made a part hereof

Dated 5 day of July, 2017

Hialeah Motel Inc., a Nevada corporation

By: V S Mehta | Treasurer
Name: Viral S. Mehta
Title: Treasurer

STATE OF Nevada
COUNTY OF Clark

On July 5, 2017, before me, Tamara G Perry, the undersigned a Notary Public in and for said County and State, personally appeared Viral S. Mehta, personally known to me (or 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.

WITNESS my hand and official seal.

Signature
Notary Public

My Commission expires: Dec. 19, 2018

TAMARA G. PERRY
Notary Public State of Nevada
No. 99-2504-1
My Appt. Exp. Dec. 19, 2018

Signature page to Grant, Bargain, Sale Deed
File No. 45002-1506051-17

See signature page attached hereto and made a part hereof

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 south side of Fremont Street 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: 139-35-803-004

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, The LaJolla Development Group 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 _____, 2019

The LaJolla Development Group LLC

By:_____
Matthew DiNofia
Its: Owner/ Managing 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 _____, 2019 by Matthew DiNofia as Owner/ Managing Member of The LaJolla Development Group 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 _____, 201 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

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

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 south side of Fremont Street 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: 139-35-803-004

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 _____, 2019, between The LaJolla Development Group 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 1924 Fremont Street, Las Vegas, NV 89101, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-35-803-004; 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 is set back from the south side of Fremont Street 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: The LaJolla Development Group LLC
Attn.: Matthew DiNofia
888 Prospect Street, STE 200
LaJolla, CA 92037

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.

The LaJolla Development Group LLC

By: _____ Date: _____
Name: Matthew DiNofia
Title: OWNER/ MANAGING 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 _____, 2019 by Matthew DiNofia as Owner/ Managing Member of The LaJolla Development Group 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 _____, 2019 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

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

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 south side of Fremont Street 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 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.	**Signage Enhancements**	**$7,000.00**
2.	**Parking lot replacement**	**$16,000.00**
3.	**Landscape**	**$4,500.00**
4.	**Security Cameras and lighting**	**$3,500.00**
5.	**Security Gates**	**$5,000.00**
6.	**Permits and interior upgrades per City**	**$7,500.00**
7.	**Paint etc.**	**$6,500.00**
TOTAL ESTIMATED PROJECT COSTS		$50,000.00
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

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

VIP Contracting Entity Information

Corporate Name: The LaJolla Development Group llc

Mailing Address: 888 Prospect St #200, LaJolla CA 92037

Business Phone: 858-775-6888

Tax ID or Social Security Number: 30-0761593

Ownership Interest

Estate in Severalty 100% Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all persons/individuals holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Matt DiNofia	888 Prospect St #200 92037	858-775-6888

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: N/A

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: vip disclosure of ownership

Date of Attached Document: 1/3/19

Number of Pages: 1

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: [signature]

Date: 1/3/19

State of ~~Nevada~~ CA California
County of ~~Clark~~ San Diego

This instrument was acknowledged before me on Jan. 03, 2019 (date) by Matthew Dinofia (name of person)

[signature]

Notary Public

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

ATTACHMENT “6-B”

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

VIP Contracting Entity Information

Corporate Name: The LaTolla Development Group llc

Mailing Address: 888 prospect #200 92037

Business Phone: 858-775-6888

Tax ID or Social Security Number: 30-0761593

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company X

Corporation _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Matt DiNofia	888 Prospect St #200 92037	858-775-6888

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

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: VIP Disclosure of Ownership/Principals

Date of Attached Document: 1/3/19

Number of Pages: 1

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 1/3/19

State of ~~Nevada~~ California
County of ~~Clark~~ San Diego

This instrument was acknowledged before me on Jan. 03, 2019 (date) by Matthew Dinofia (name of person)

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

_____
Notary Public

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Matt DiNofia, 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 La Jolla Development, 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 1924 Fremont St 89101 ("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. ___C___(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. ___C___(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ___C___(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ___C___(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 ___3___day of ___January___, ___2019___.

Authorized Signature: ___[signature]___

SIGNED AND SWORN TO before me

this ___03___ day of ___Jan.___, ___2019___, by ___Matthew Dinofia___

[signature]

NOTARY PUBLIC

My Commission Expires: Sept. 26 2019

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

ATTACHMENT “8”

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP PARTICIPANT **REAL PROPERTY OWNER CONSENT**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Matthew DiNofia, owner and/or authorized representative of APN# 139-358-03-0001 also commonly known as 1934 Fremont St 89101, 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 _____, 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 3 day of January, 2019.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 03 day of Jan, 2019, by Matthew Dinofia.

NOTARY PUBLIC
My Commission Expires: Sept. 26, 2019

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

SITE MAP

1924 E. Fremont Street

Site Location



La Jolla Development Group LLC

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
34

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
ADMINISTRATIVE:

Report by Tom Perrigo, Executive Director of Community Development, and representatives from NV Energy and Tenaska Power Services concerning the provision of renewable electric retail power to the City and discussion for possible action regarding the options for the City Council's selection regarding energy provisions - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
At its March 6, 2019 meeting, City Council approved items that directed staff to: initiate negotiations for a renewable energy agreement with NV Energy and participate in the Nevada Green Rider 2.0 program; and to negotiate an agreement for the purchase of renewable energy with a company selected under RFP 190017-JH Energy Provider Services (Tenaska Power Services), with authorization of the City Manager to take necessary actions required under Nevada Revised Statutes Chapter 704B to effectuate its purchase. Representatives from NV Energy and Tenaska Power Services will share their respective program proposals, and staff will provide an overview and analysis.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
35

DEPARTMENT: Youth Development & Social Innovation **DISCUSSION**
DIRECTOR: Lisa Morris-Hibbler

SUBJECT:
ADMINISTRATIVE:

Report by Lorna James-Cervantes, School Associate Superintendent, Clark County School District, to provide a status update on various matters in the Clark County School District - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Clark County School District Act (AB 469) requires the School Associate Superintendent to provide a report in person, not less than quarterly, to the governing body of each city and county. The presentation on various CCSD matters will be made by Lorna James-Cervantes, CCSD School Associate Superintendents and Mr. Derek Fialkiewicz, Principal of Lied STEM Academy.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Clark County School District Report 4-3-19
2. Submitted at Meeting - PowerPoint Presentation and STEM Tank Flyer



City of Las Vegas

STUDENT ACHIEVEMENT UPDATES

2018-2019

April 3, 2019

Lorna James-Cervantes, School Associate Superintendents

CCSD
CLARK COUNTY
SCHOOL DISTRICT

WHERE WE ARE NOW

Nevada's per pupil funding level is one of the lowest in the nation

Our funding formula was created in 1967





WHERE WE ARE NOW



FOCUS: 2024

CCSD
CLARK COUNTY
SCHOOL DISTRICT

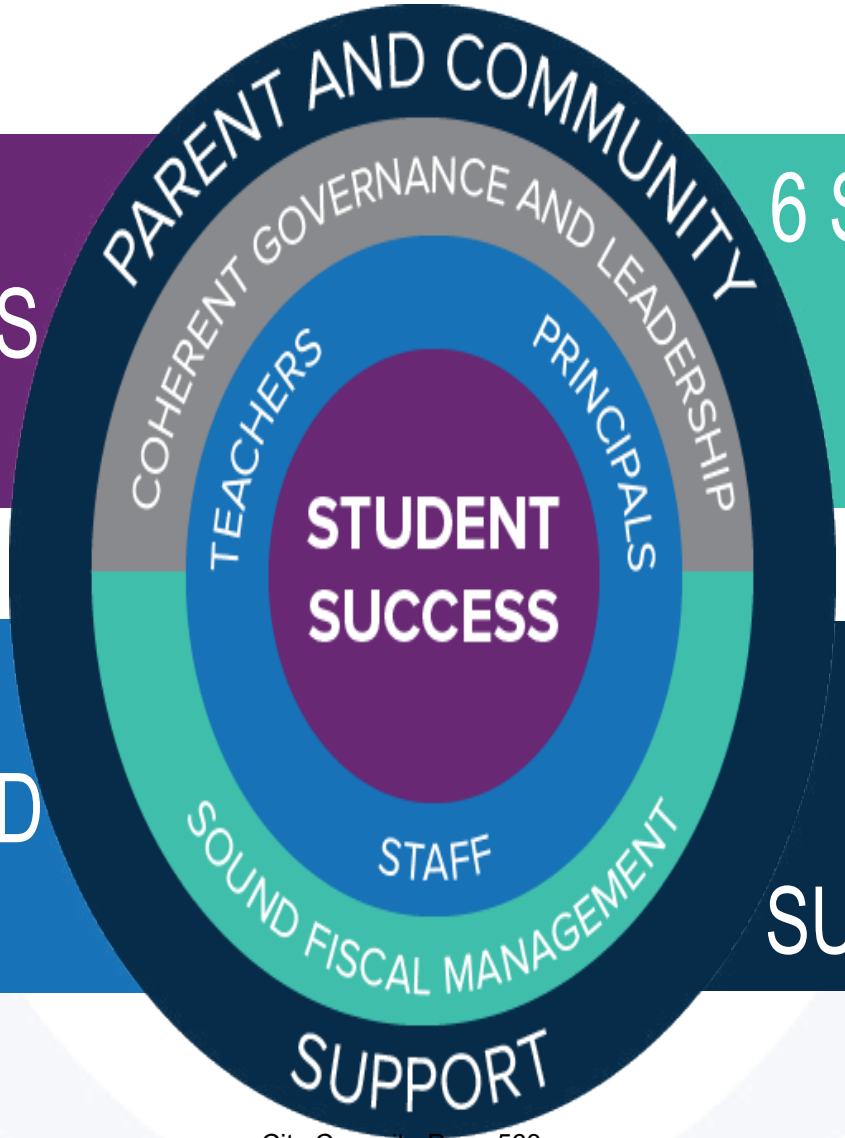


FOCUS: 2024

CCSD
CLARK COUNTY
SCHOOL DISTRICT

4 STUDENT SUCCESS GOALS

6 SOUND FISCAL MANAGEMENT GOALS



2 TEACHERS, PRINCIPALS, AND STAFF GOALS

3 PARENT AND COMMUNITY SUPPORT GOALS

FOCUS: 2024

CCSD
CLARK COUNTY
SCHOOL DISTRICT

- No 1- or 2-Star Schools
- 90% graduation rate
  - 100% increase in college and career ready diplomas
- 100% increase in participation and performance on Advanced Placement, International Baccalaureate, dual enrollment, Career and Technical Education



ccsd.net/spotlight

FOCUS: 2024

CCSD
CLARK COUNTY
SCHOOL DISTRICT

Presentation: *Lied Stem Academy*

Principal: Mr. Derek Fialkiewicz

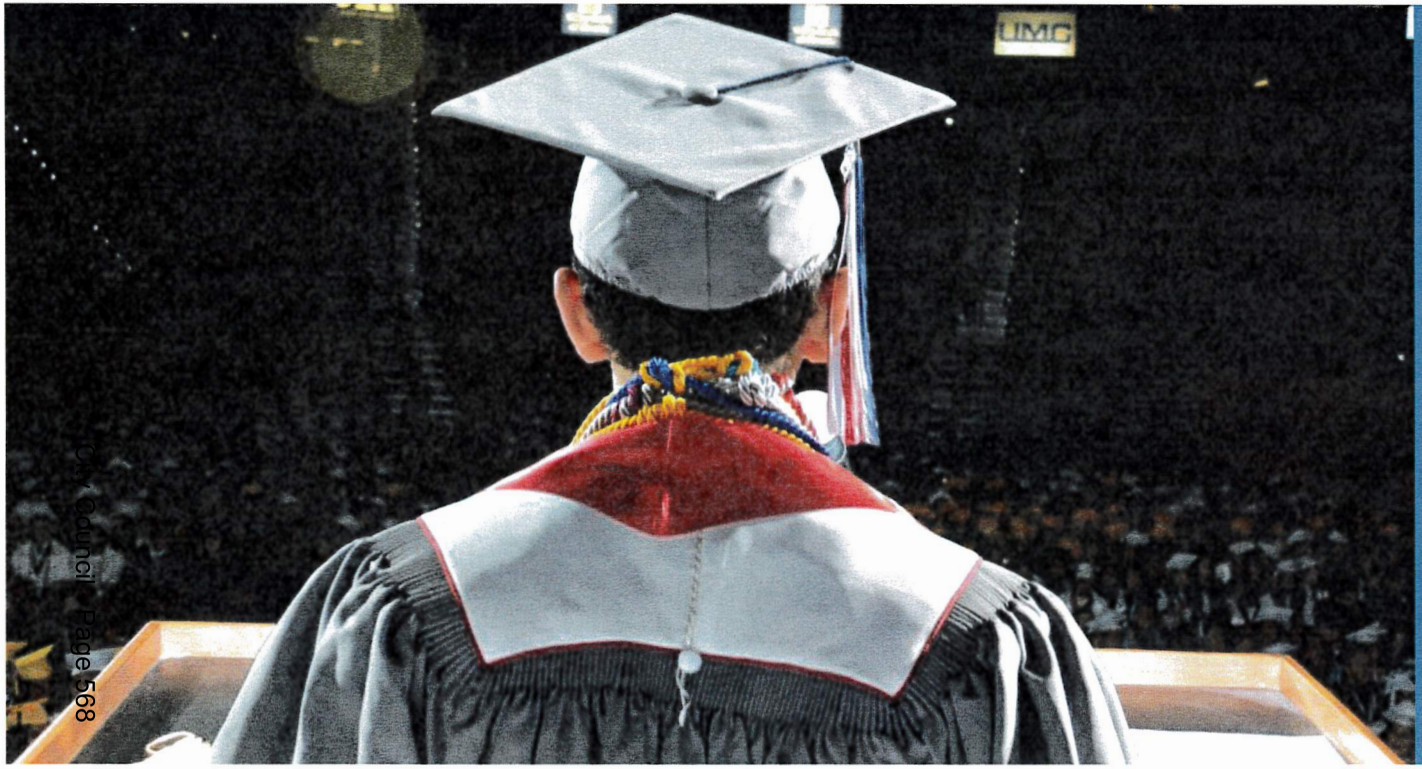
Mission Statement:

Our Mission is to ensure all students are exposed to rigorous instruction, a safe environment, and an academic setting which embraces parent and community involvement.

https://www.liedstemacademy.tech/



CLOSING COMMENTS, QUESTIONS, AND INPUT



City of Las Vegas

STUDENT ACHIEVEMENT UPDATES

2018-2019

City Council Page 568

April 3, 2019

Lorna James-Cervantes, School Associate Superintendent

CCSD
CLARK COUNTY
SCHOOL DISTRICT

Submitted at Meeting
Date: 4/3/2019 Item: 35

WHERE WE ARE NOW

Nevada's per pupil funding level is one of the lowest in the nation

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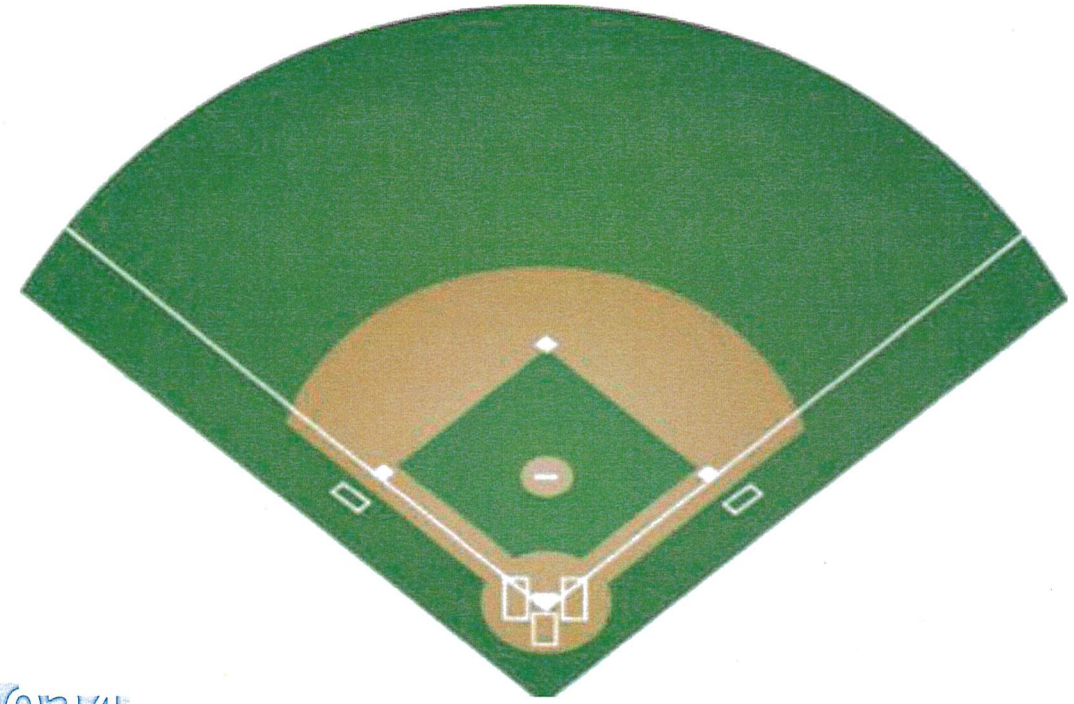
City Council - Page 569

FOCUS: 2024

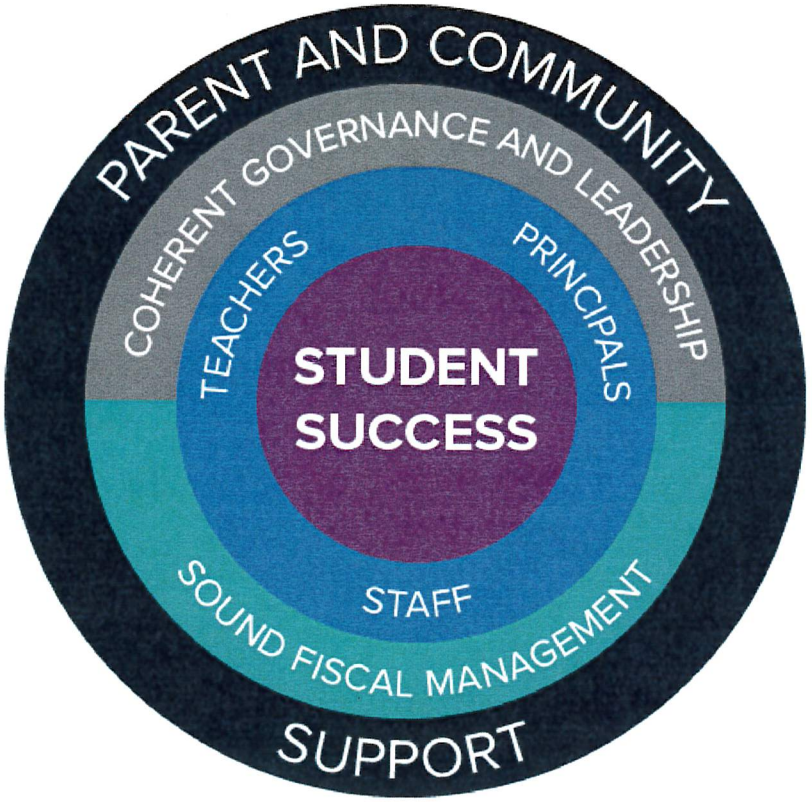
CCSD
CLARK COUNTY
SCHOOL DISTRICT

WHERE WE ARE NOW



FOCUS: 2024

CCSD
CLARK COUNTY
SCHOOL DISTRICT

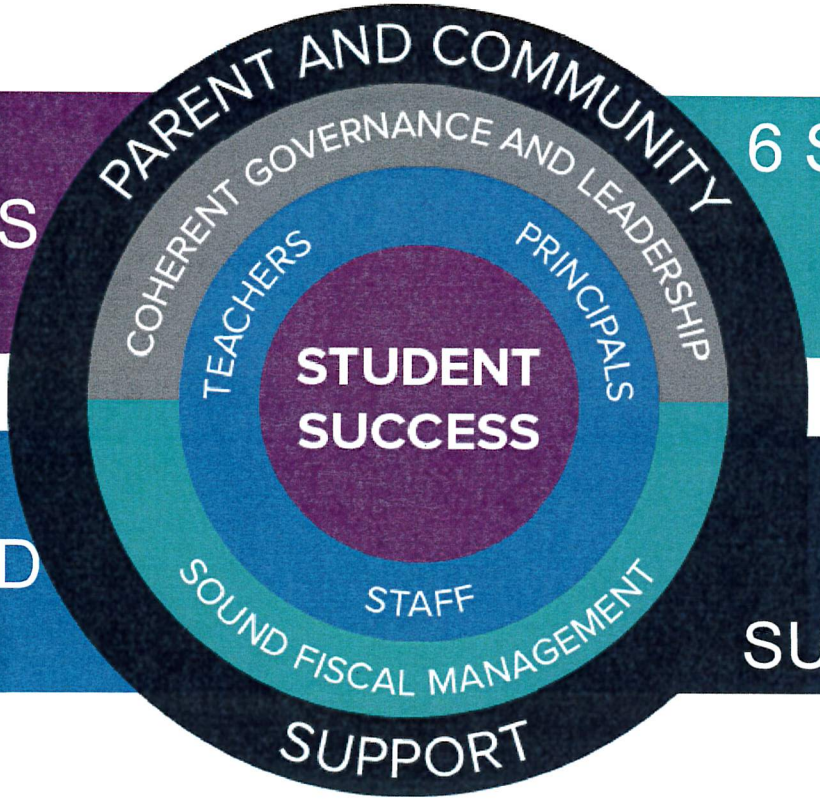


FOCUS: 2024

CCSD
CLARK COUNTY
SCHOOL DISTRICT

4 STUDENT SUCCESS GOALS

2 TEACHERS, PRINCIPALS, AND STAFF GOALS



6 SOUND FISCAL MANAGEMENT GOALS

3 PARENT AND COMMUNITY SUPPORT GOALS

FOCUS: 2024

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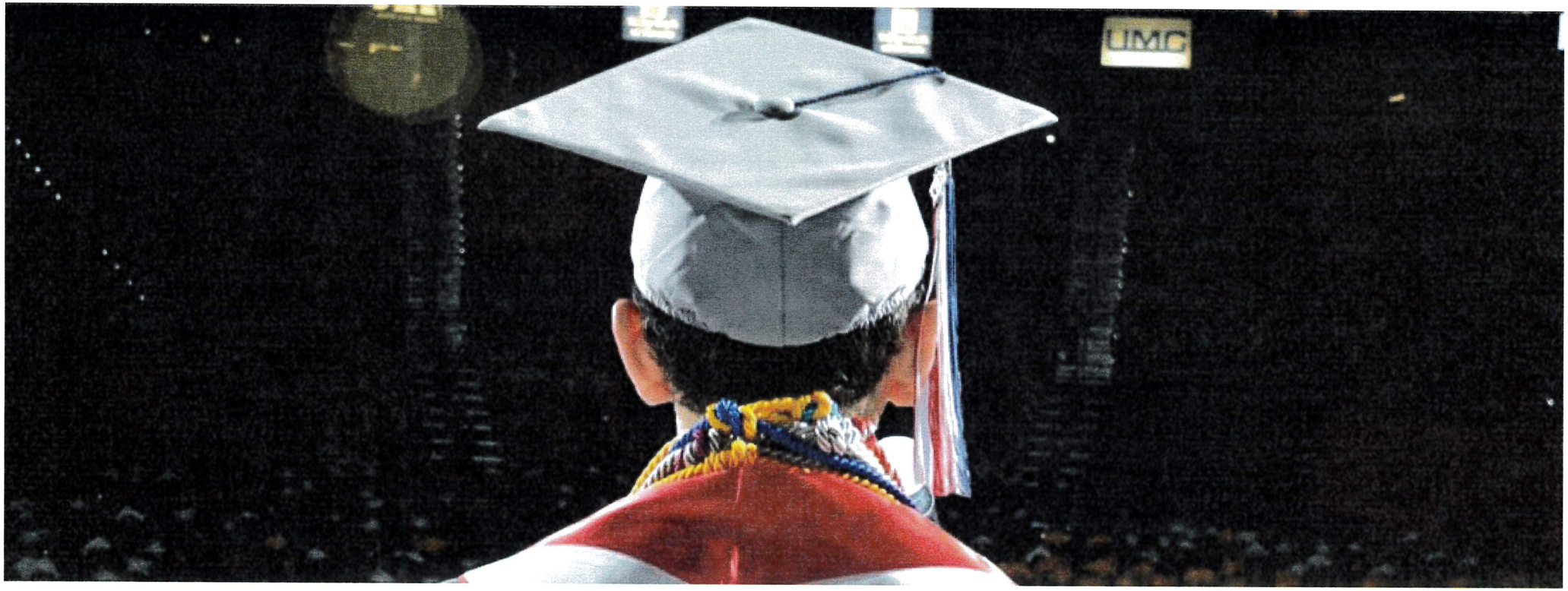


CLOSING COMMENTS, QUESTIONS, AND INPUT

STEM Tank

Enter 'STEM Tank' and witness pitches and presentations as the Lied STEM Academy student entrepreneurs showcase a design for a more energy efficient community!

Click/Scan for More Info About STEM Tank



Click/Scan for Detailed Times and Itinerary



Click/Scan for School Map and Event Brochure

Tuesday May 21

Families and Elementary School Focus

Wednesday May 22

Families, Industry and The Community Focus







8:00 AM & 9:40 AM
LIED STEM ACADEMY
5350 W. TROPICAL PARKWAY

STEM Academy

Submitted at City Council
Date 4/3/19 Item 35
By: Lisa Morris-Hibbler

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
36

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
ADMINISTRATIVE:

Report by Robert R. Ulmer, Dean of the UNLV Greenspun College of Urban Affairs, and Tom Perrigo, Executive Director of Community Development, regarding a Partnership between the University of Nevada, Las Vegas and the City of Las Vegas to Develop a Community Resilience Framework - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City Council has previously adopted sustainability resolutions including the Strategy for Community Resilience, Net-Zero Energy, and Sustainability (R-32-2017). Given past events that have caused shocks and stresses to the city's economy, environment, and the community at large, the City and University of Nevada, Las Vegas (UNLV) have entered into discussions on ways both entities can support each other on matters of resilience and the ability of the region to recover and function. A Resolution is also on this agenda as a companion item that would formalize a partnership between the City and UNLV and create a Chief Resilience Officer to lead a collaborative discussion with regional stakeholders to develop and implement a community resilience framework.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
37

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
ADMINISTRATIVE:

Report by John Entsminger, General Manager of the Southern Nevada Water Authority, and Tom Perrigo, Executive Director for Community Development, concerning water conservation efforts within the City of Las Vegas and across the region - All Wards

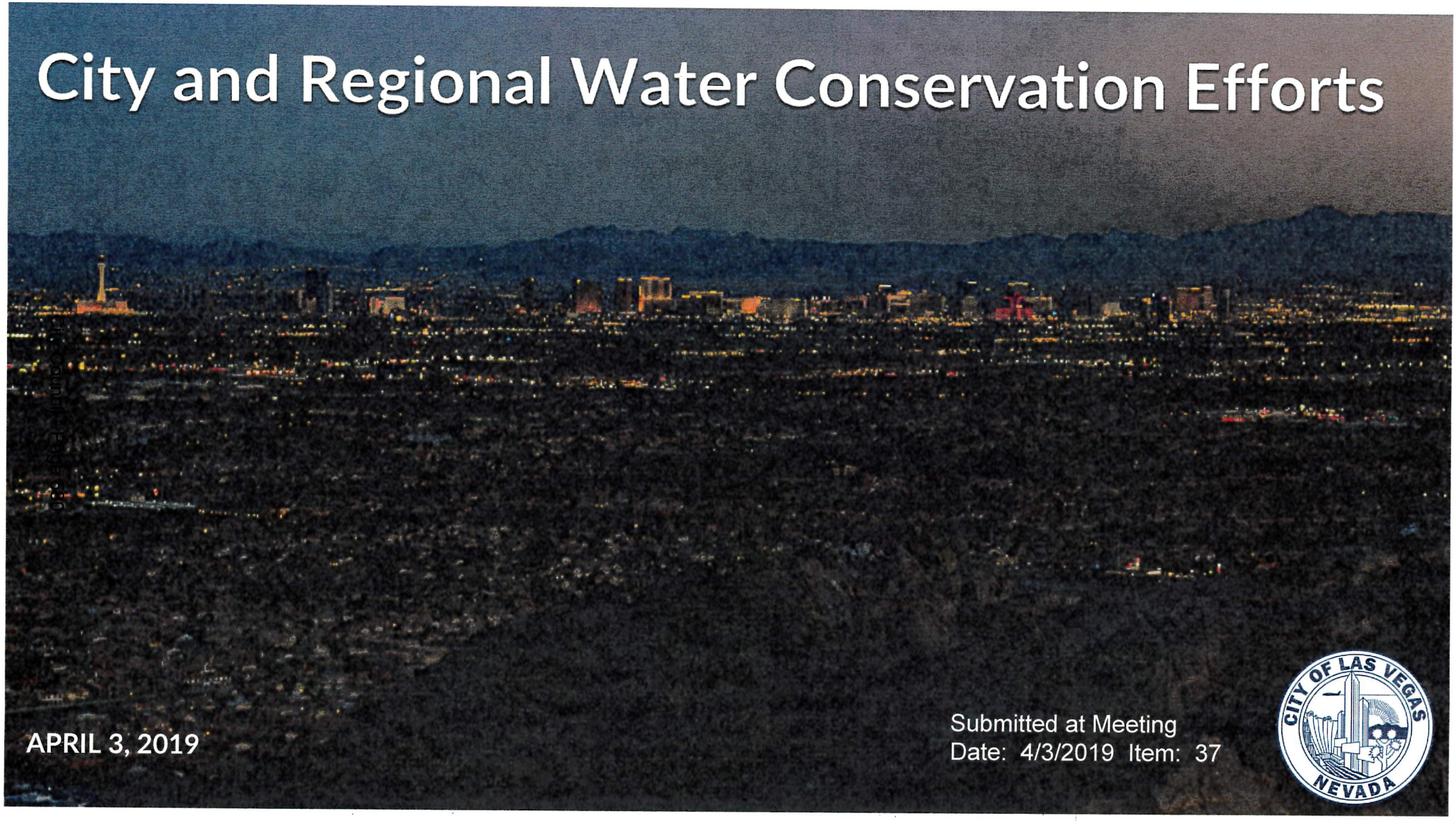
FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City Council has previously adopted sustainability resolutions including the Strategy for Community Resilience, Net-Zero Energy, and Sustainability (R-32-2017). Because drought conditions across the American West have resulted in reduced elevations of Colorado River water in Lake Mead, Southern Nevada's primary source of municipal water supplies, additional steps must be taken to conserve water resources. This report will highlight steps the City of Las Vegas has taken to conserve water pursuant to sustainability policy and outline Southern Nevada Water Authority's broader strategies of conserving water and extending water supplies as Las Vegas continues to grow and develop.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentations

City and Regional Water Conservation Efforts



APRIL 3, 2019

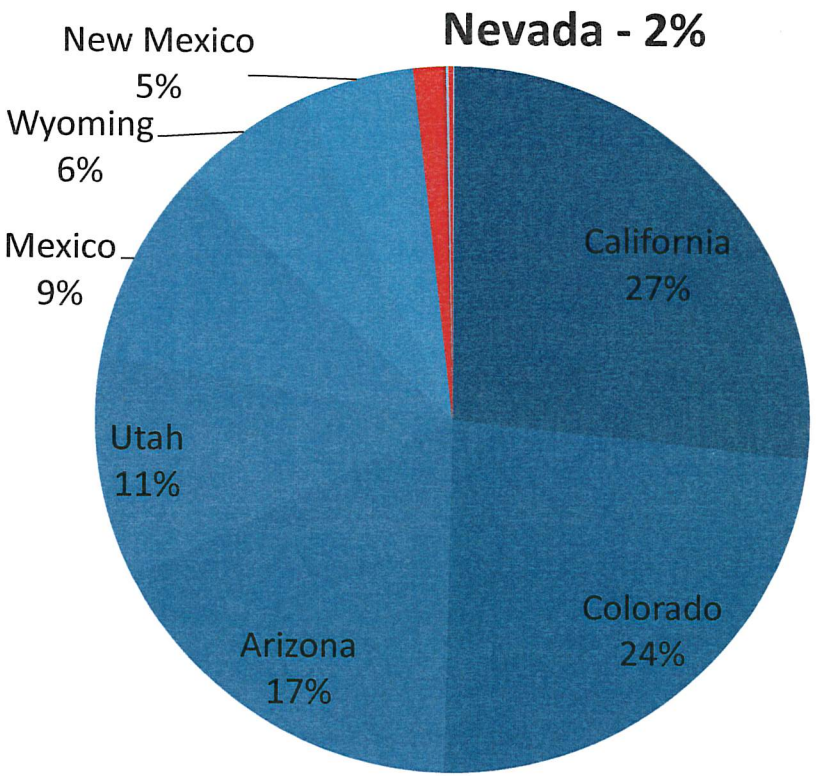
Submitted at Meeting
Date: 4/3/2019 Item: 37

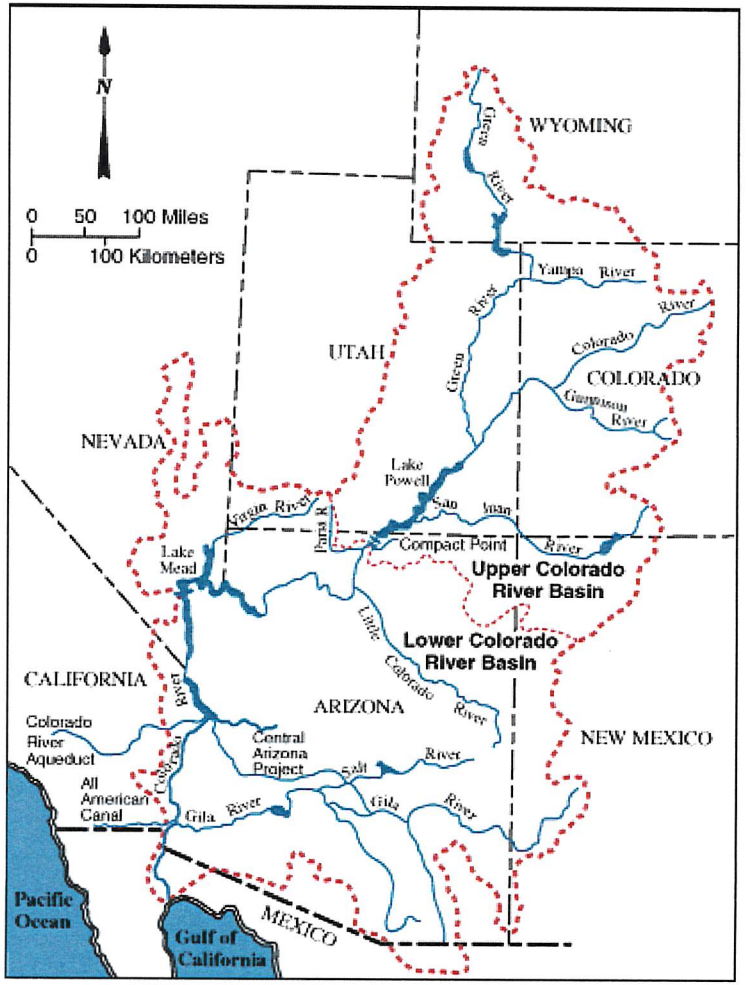
Clark County Page 100

Visualizing the Impact

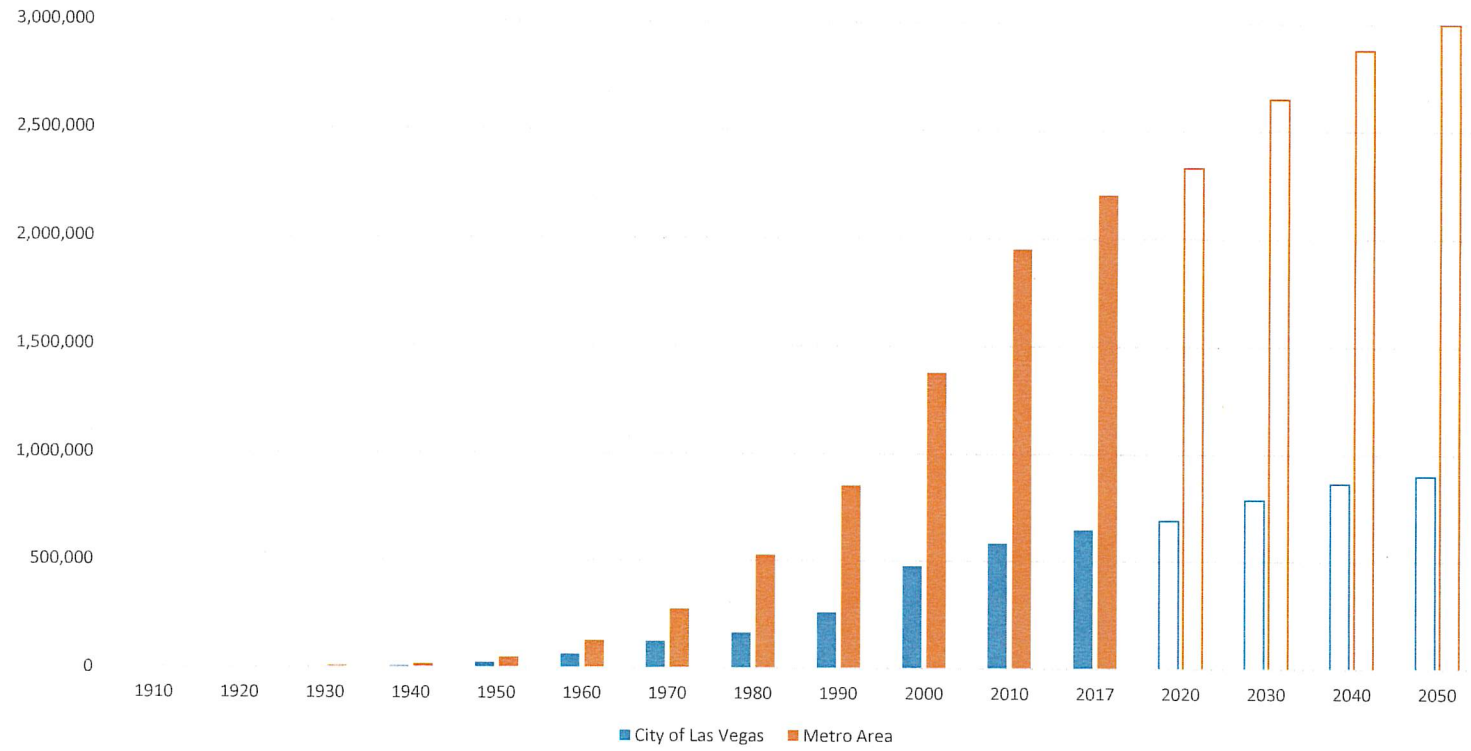


Visualizing the Impact



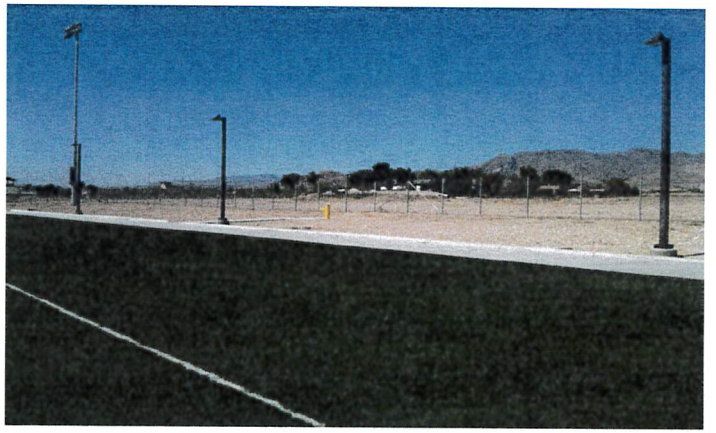


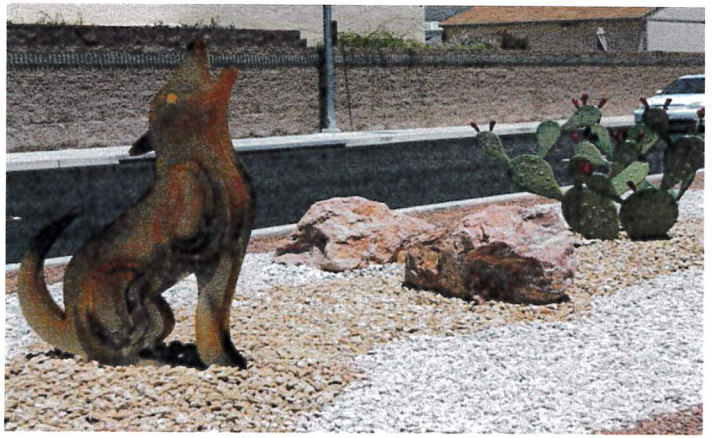
Southern Nevada Population Growth



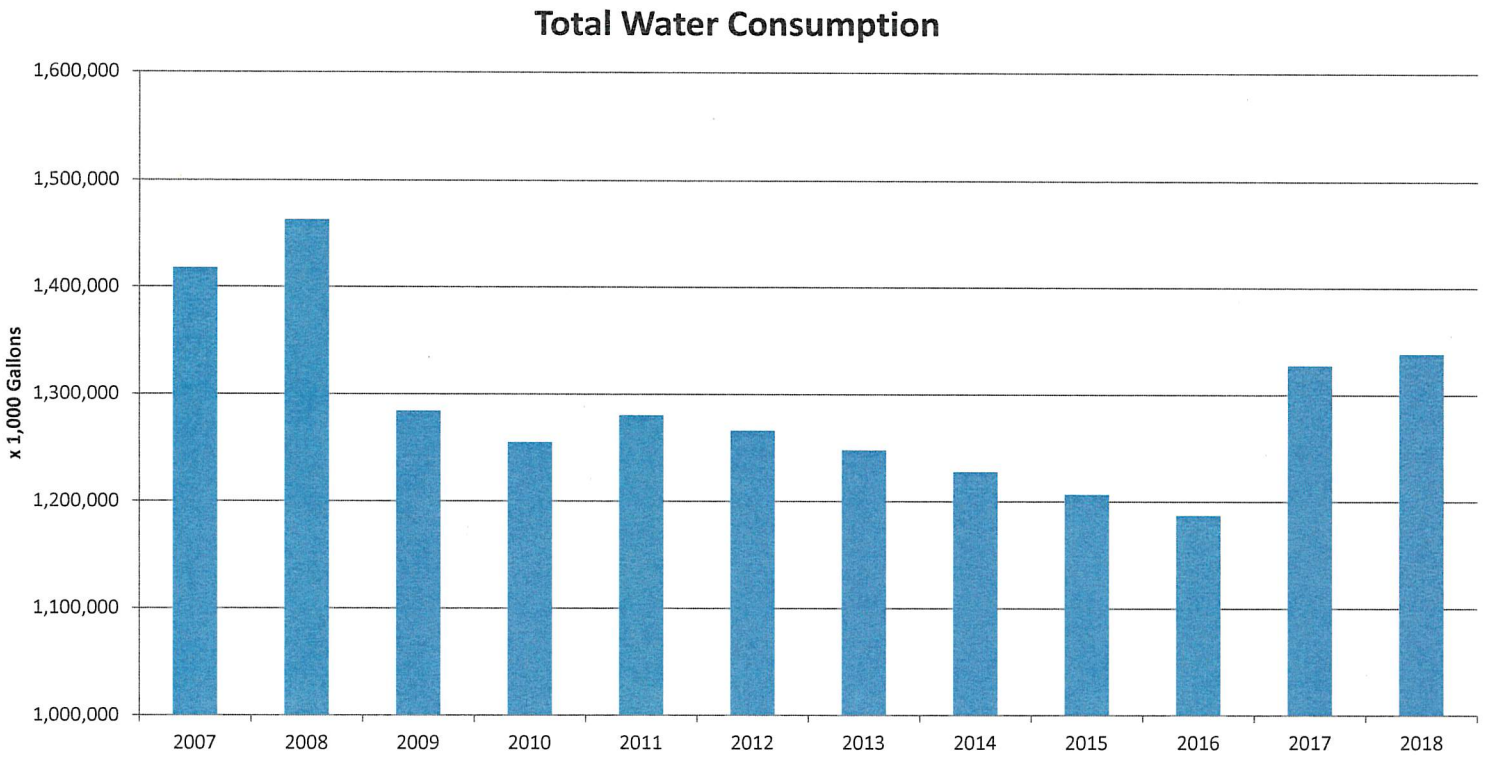
Conservation Actions

- Turf Reductions: 3.2 million sq. ft. reduced
  - Passive reductions (-60m)
  - Reductions to sports fields (-140m)
- Xeriscaping
- Median landscaping (-100m)
- Operational improvements





Water Consumption & Savings



Conservation Actions

- New parks consider artificial turf
- Buffers utilizing xeriscaping
- Limits to functional turf
- Non-functional turf eliminated



Conservation Actions

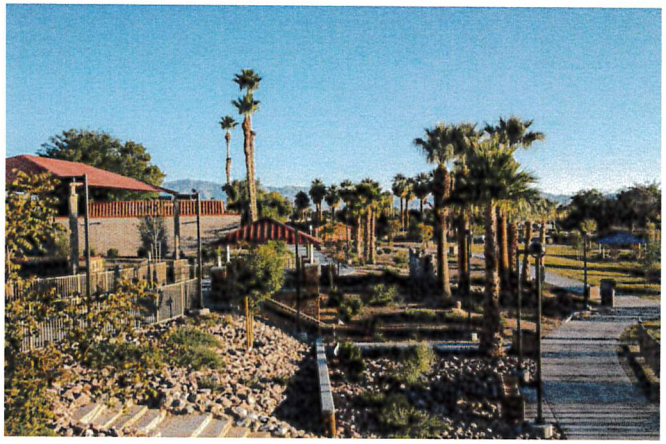
- Drought regulations (2003 – present): LVMC Title 14.11
  - 42.7 million square feet turf avoided at 26,660 homes
  - 2,000 acre-feet irrigation use avoided
- Amendments to Title 14 (Bill 2017-14 / Ordinance 6582
  - Conforming changes made to increase conservation
  - Shortened summer watering from September 30 to August 31
  - Addressed water features and fountains



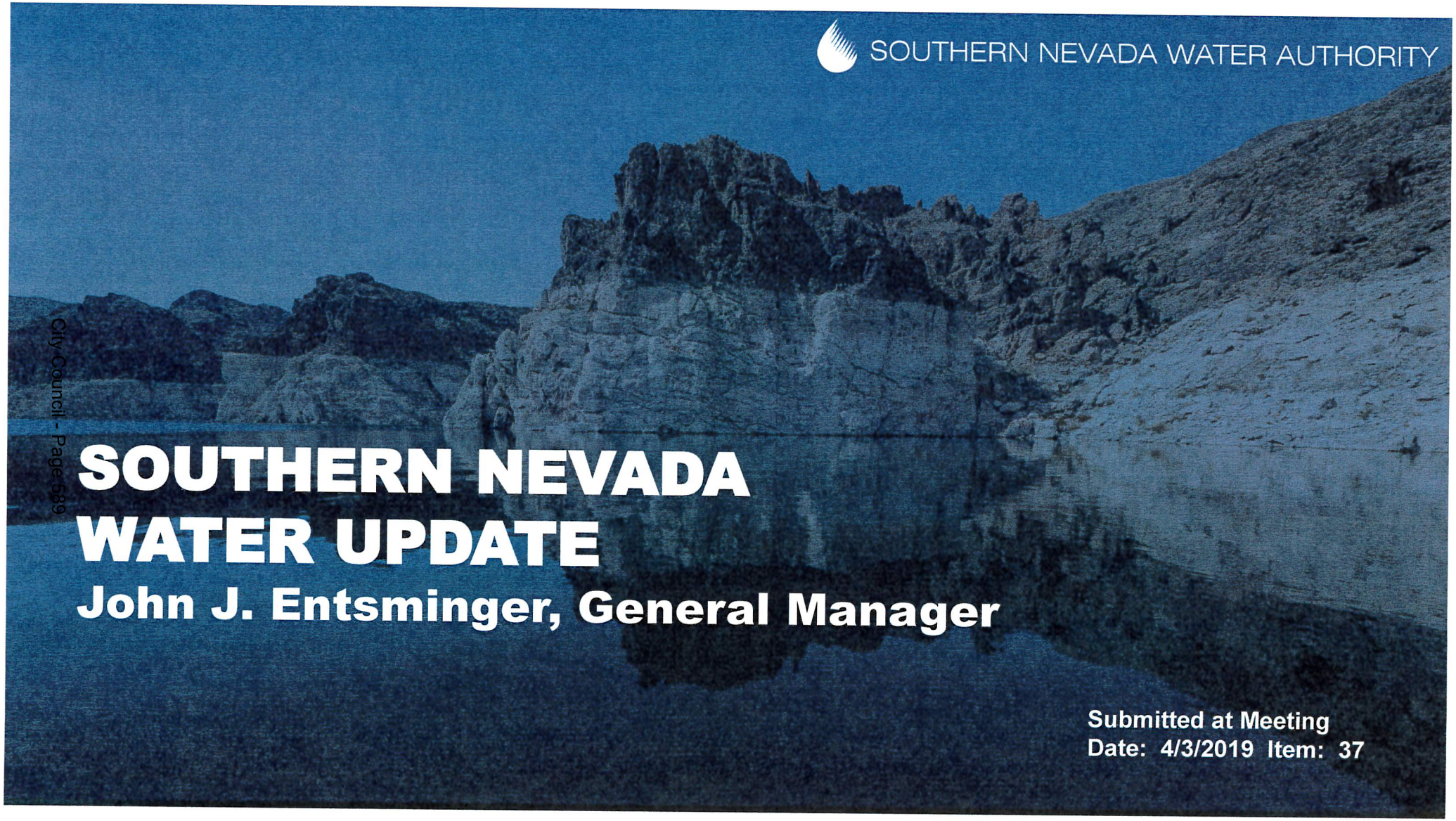


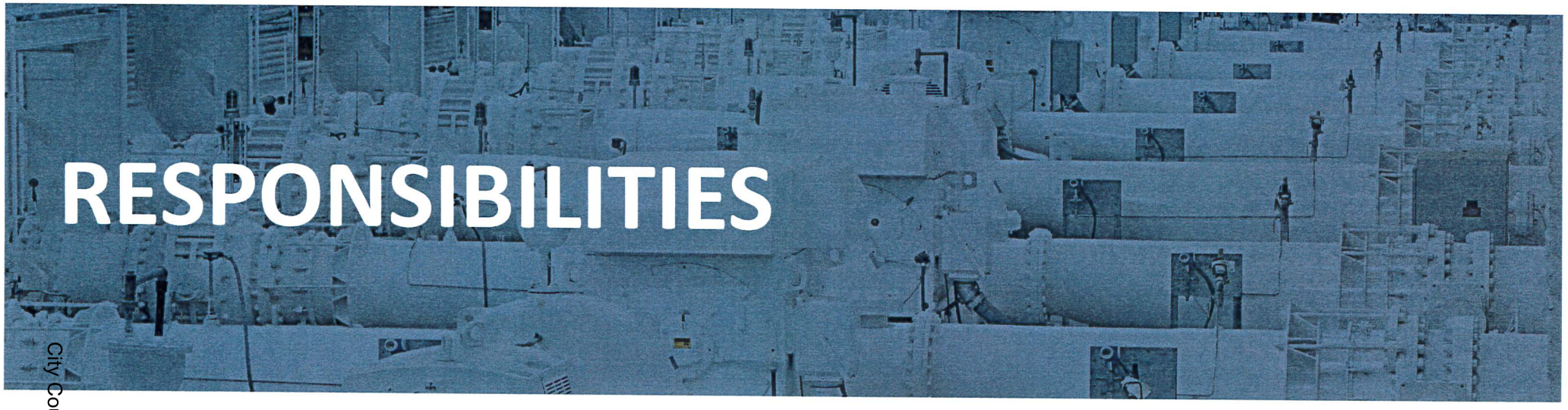
Our Next Steps

- Additional considerations
  - General reductions of non-functional common area turf
  - Prohibitions on medians, slopes, neighborhood entryways, and areas smaller than 2500 contiguous square feet of turf
- City of Las Vegas 2050 Master Plan
  - Initial survey results indicate concern for the drought, support for water conservation
  - Conservation upgrades to older parks
    - Freedom Park
    - Lorenzi Park
    - Woofter Park
    - Leavitt Park






SOUTHERN NEVADA WATER AUTHORITY
SOUTHERN NEVADA
WATER UPDATE
John J. Entsminger, General Manager
Submitted at Meeting
Date: 4/3/2019 Item: 37



RESPONSIBILITIES

CONSERVATION
Incentives, Programs, Regulation and Pricing

WATER SUPPLY PLANNING
Developing and managing regional water supplies

WATER QUALITY
Maintaining and protecting water quality

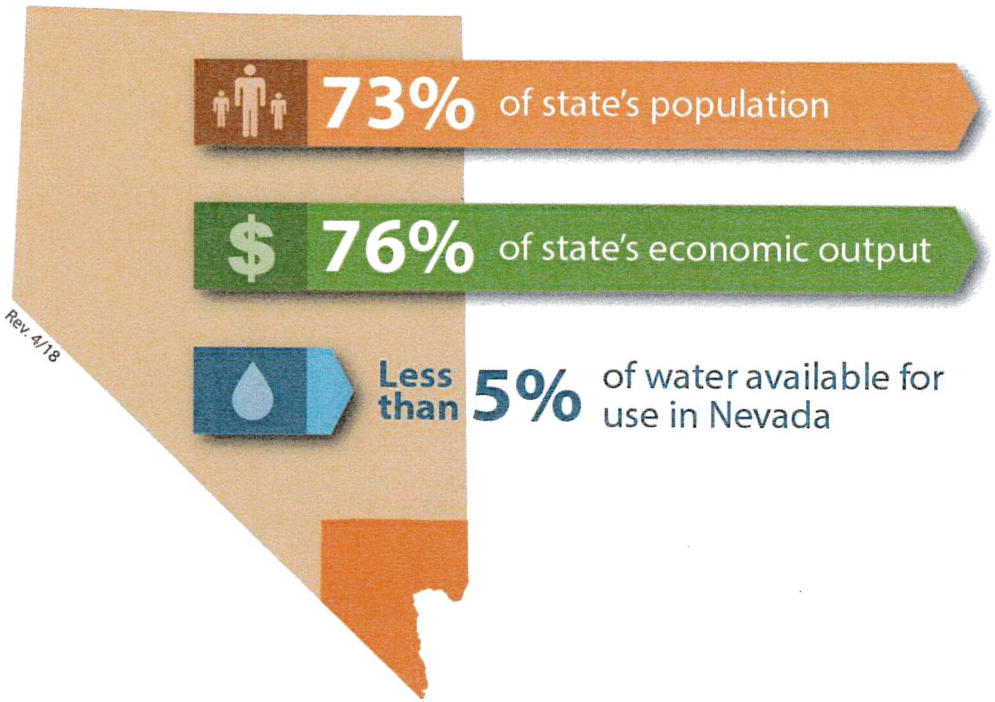
INFRASTRUCTURE
Building and operating major facilities

STEWARDSHIP
Protecting environmental resources

Seven of every 10 Nevadans rely on the Southern Nevada Water Authority (SNWA) to supply water to homes and businesses.



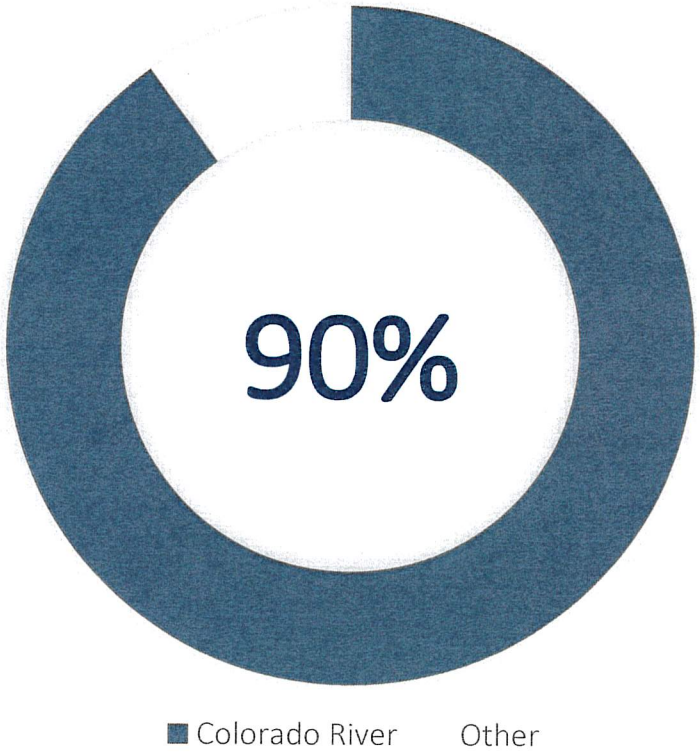
City Council - Page 591



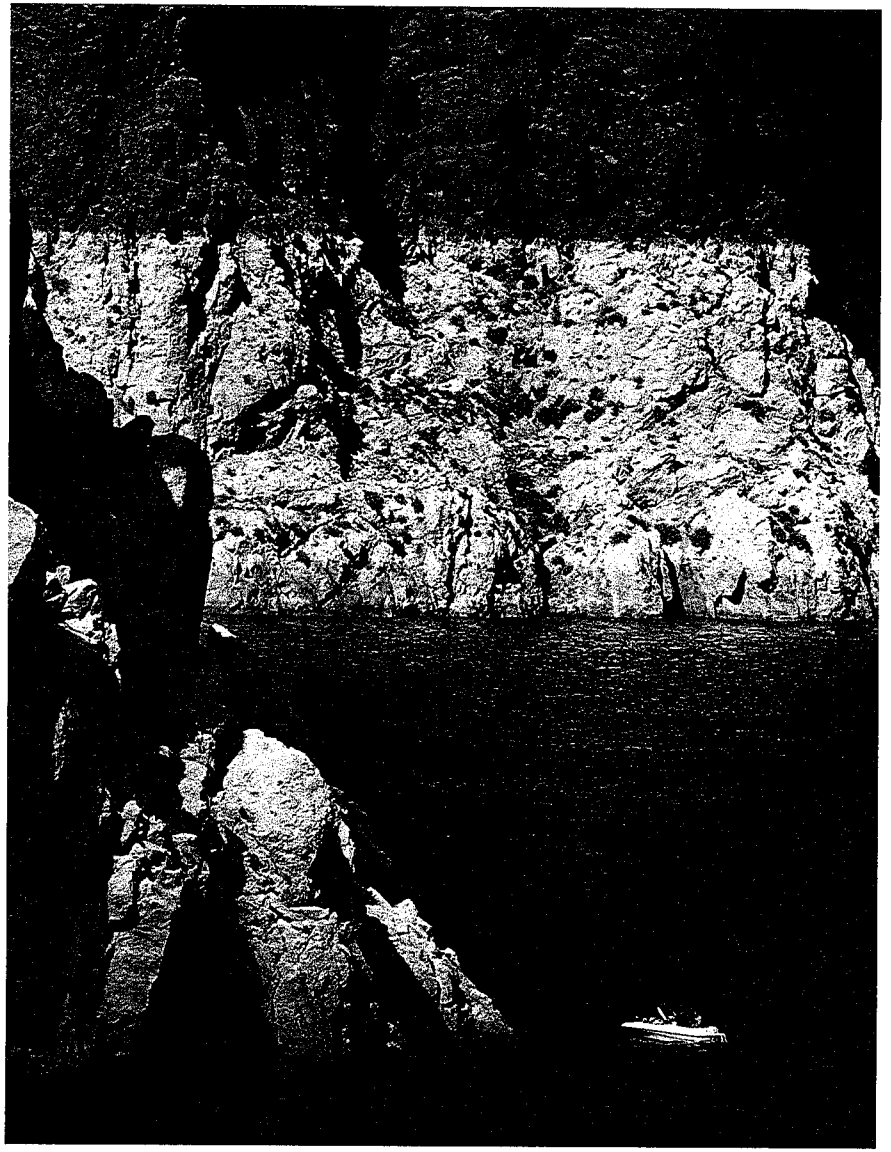
SOUTHERN NEVADA:

<u>Big</u> impact on economy, *little* impact on state water resources.

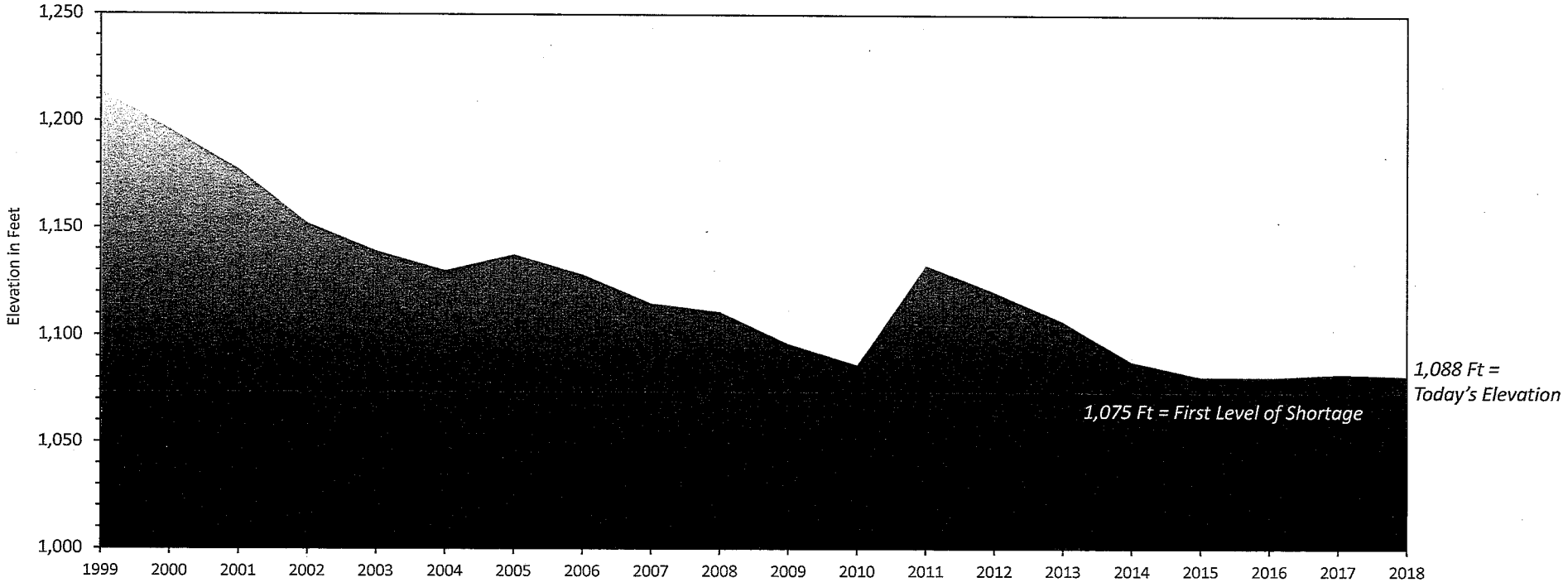
Southern Nevada is nearly fully reliant on the Colorado River to meet the community's water demands.



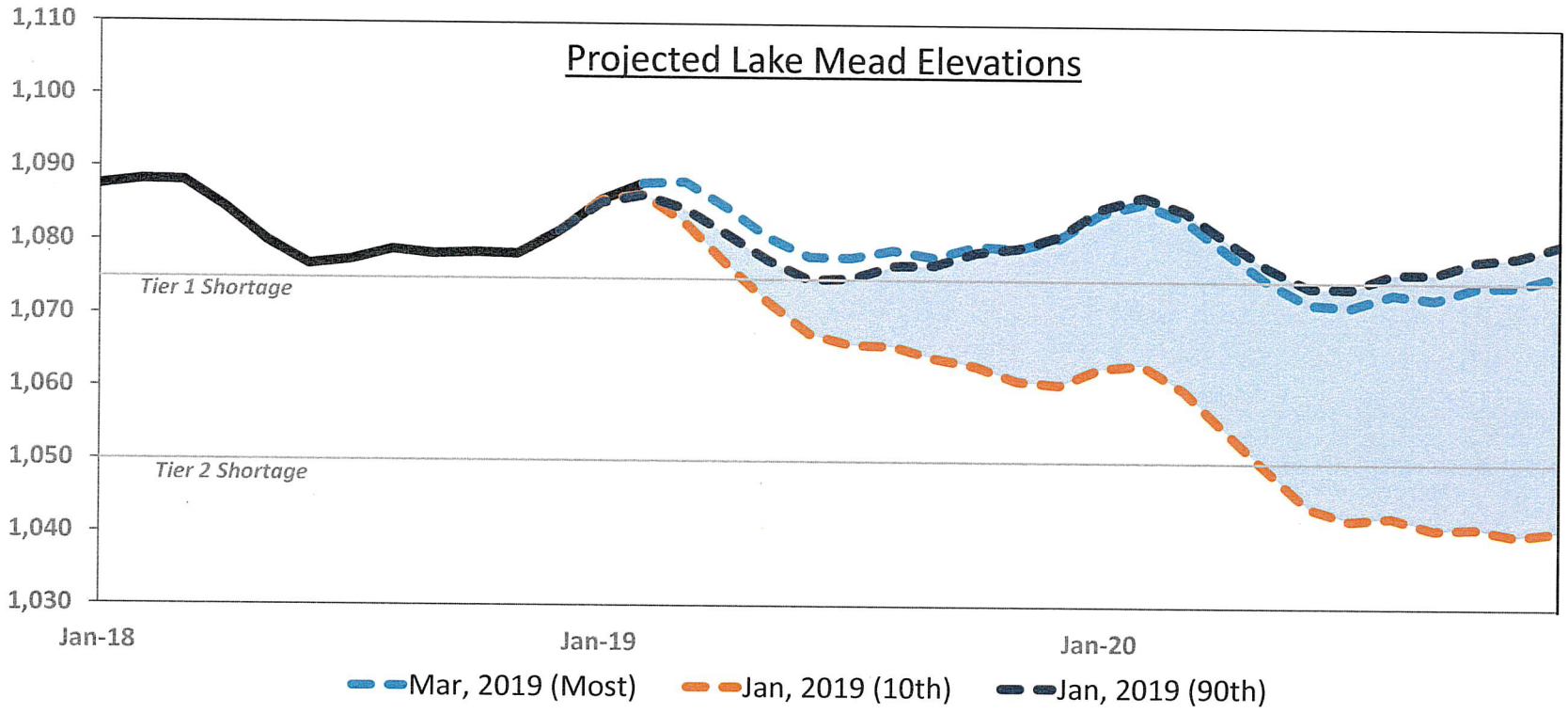
Since 2000, the Colorado River has been experiencing severe drought conditions, affecting Lake Mead's water levels.



Lake Mead's elevations are declining.



Protecting Lake Mead's elevations is critical to Southern Nevada.



Bureau of Reclamation projects Lake Mead faces a 20% risk of falling below 1,000 feet in 2025.

What happens at 1,000 feet?

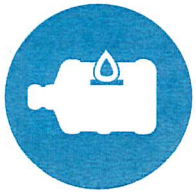
Lake Mead is holding 17% of its capacity

Community loses access to two intakes; only Intake No. 3 remains operable

Limited ability to meet demands of Arizona, California and Mexico

Hoover Dam's ability to generate hydropower reduced

SNWA is focusing on 4 major initiatives to protect Southern Nevada's supplies:



WATER BANKING
Storing water supplies for the future



RESOURCE PLANNING
Working with partners & developing comprehensive plans to manage supplies



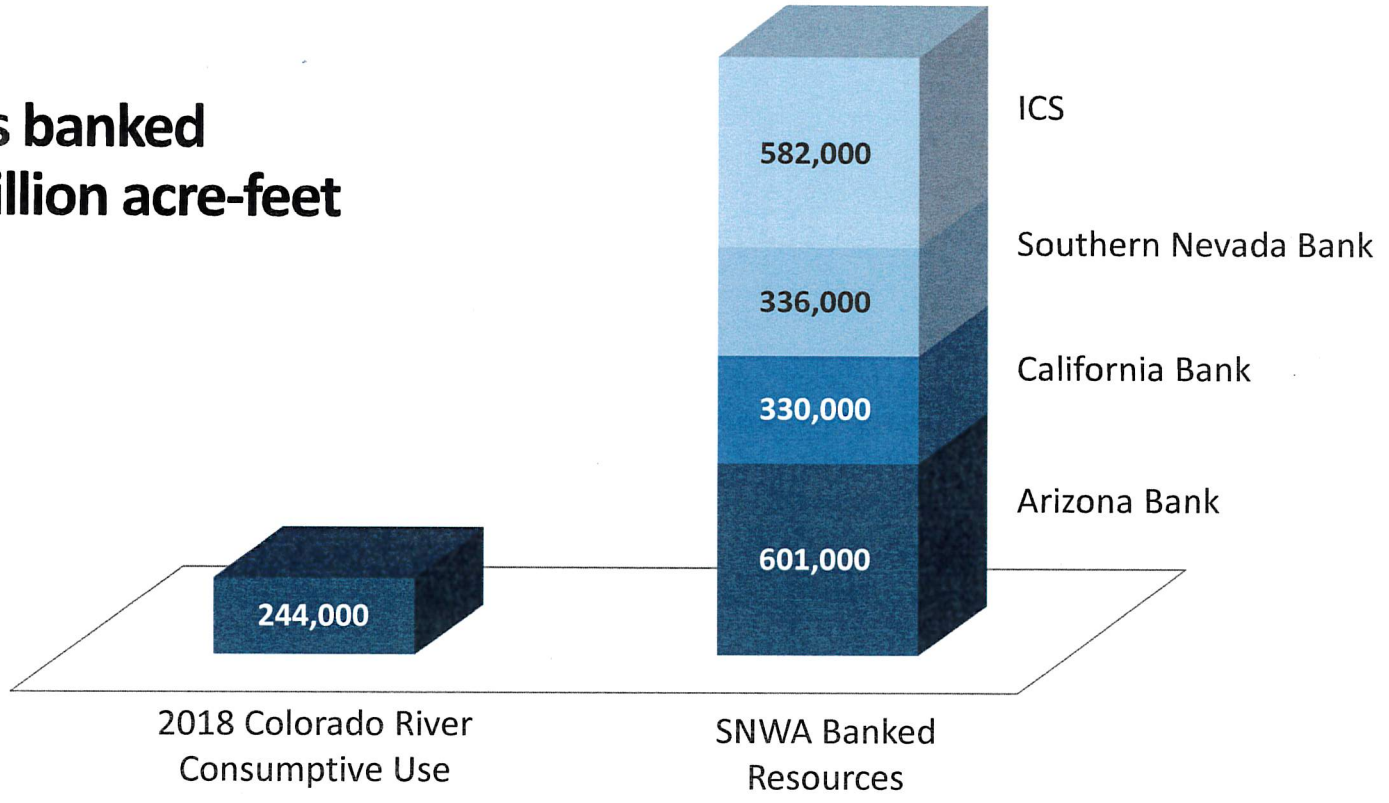
INFRASTRUCTURE
Constructing major facilities and asset management



CONSERVATION
Incentives, programs, regulation & pricing

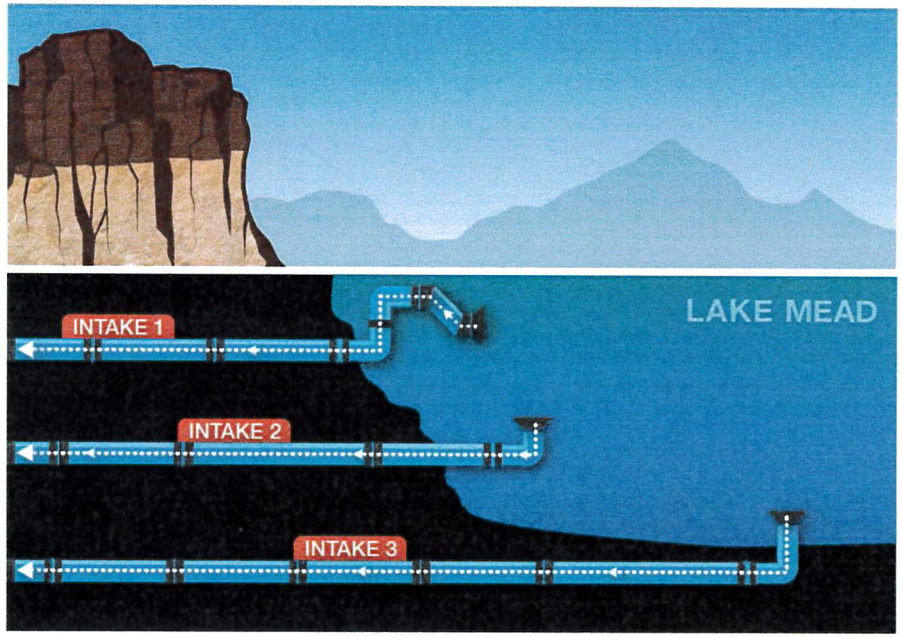
WATER BANKING

Southern Nevada has banked approximately 1.8 million acre-feet for future use.



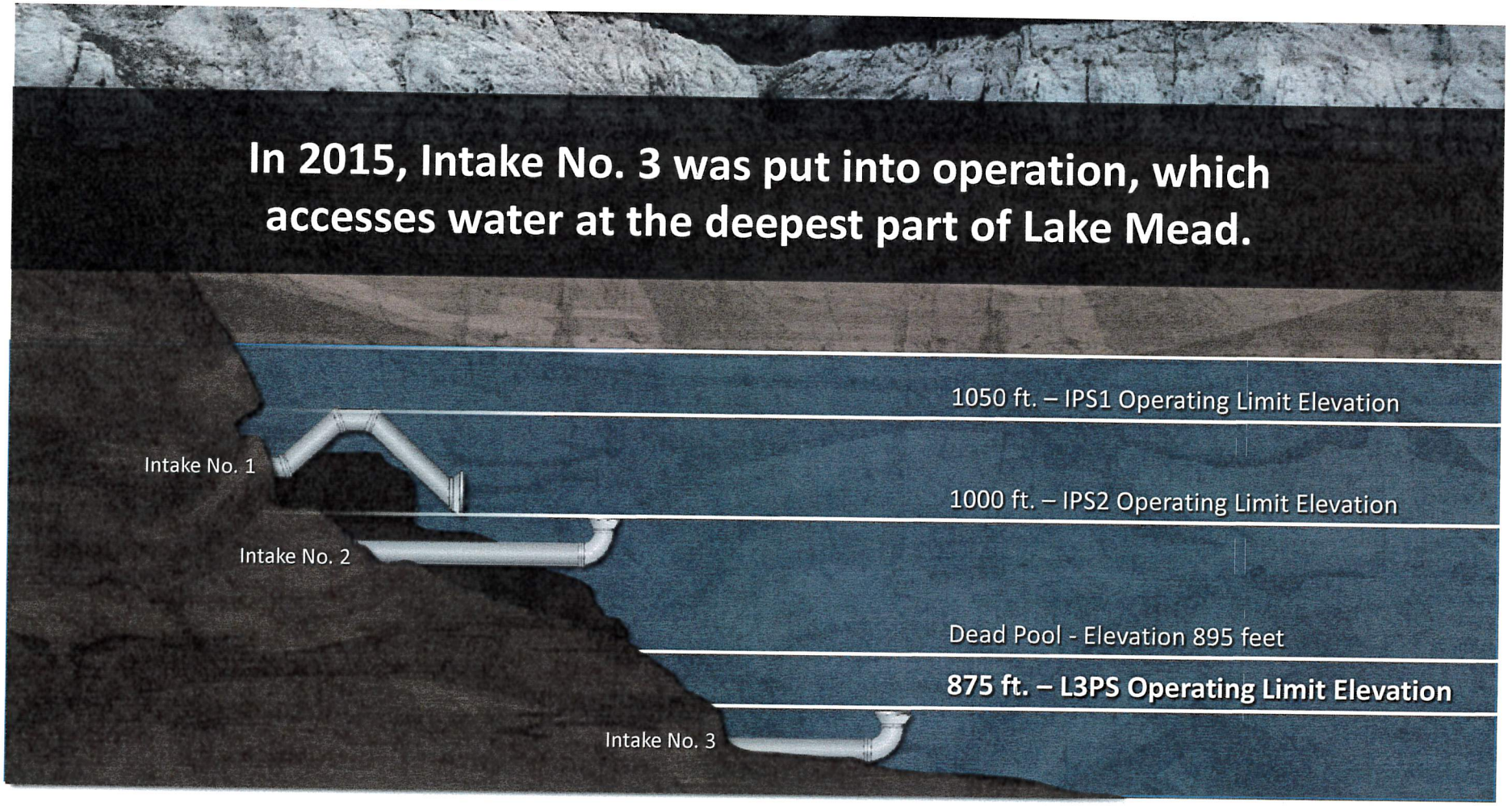
INFRASTRUCTURE

In 2005, planning was initiated to protect and improve Southern Nevada's infrastructure amid declining lake levels.



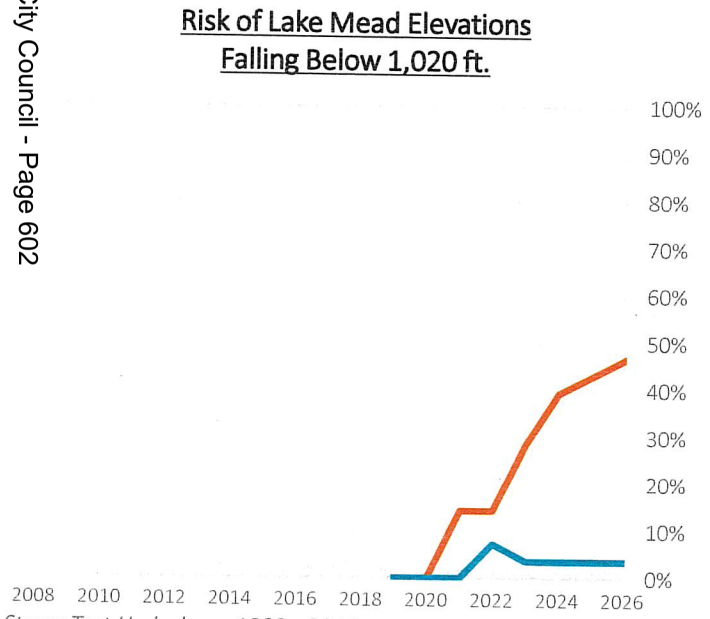
Lake Mead Intake Profile

INFRASTRUCTURE



SHORTAGE SHARING

Nevada is working with its Colorado River Basin partners to support the Drought Contingency Plans.



Stress Test Hydrology, 1988 - 2015

- **Reduces risk of Colorado River reservoirs reaching critical elevations**
- **Includes California as a participant in protecting Lake Mead**
- **Creates additional incentives to store and access banked resources, including during shortages**

SHORTAGES

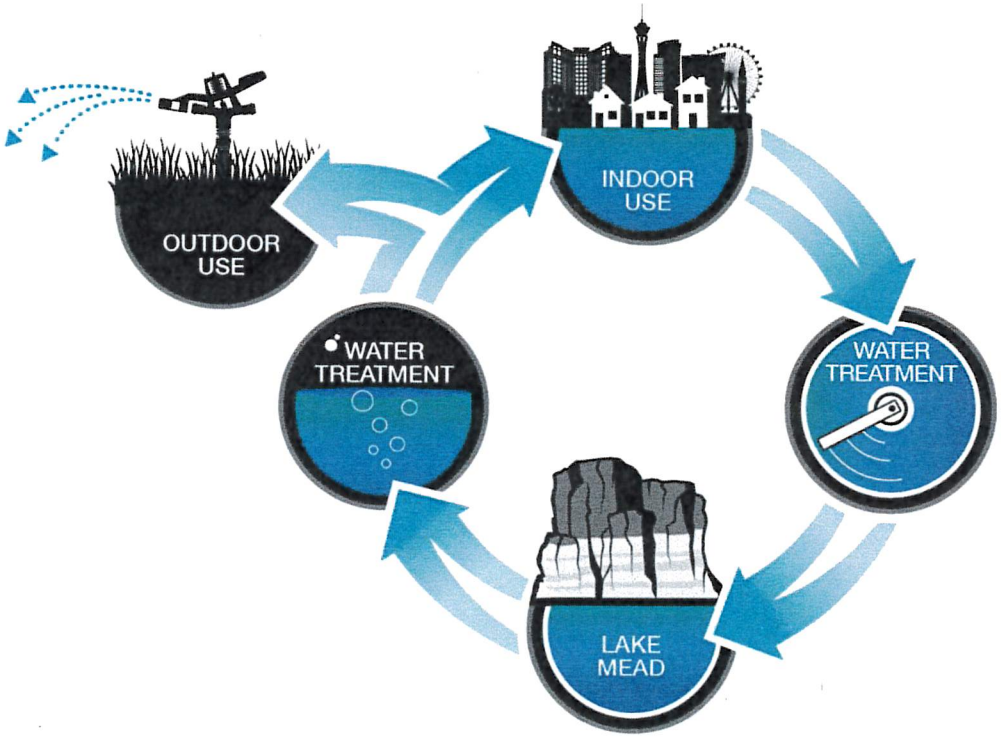
Nevada loses a portion of its Colorado River allocation as lake levels drop.

Lake Elevation (ft)	Consumption Amount (AFY)
1,091+	300,000 (Full)
1,075 – 1,090	292,000
1,050 – 1,075	279,000
1,045 – 1,050	275,000
1,025 – 1,045	273,000
< 1,025	270,000

Today's Lake Elevation (ft)	2018 Consumption Amount (AFY)
1,089	244,000

RETURN-FLOWS

Southern Nevada recycles 99% of water used indoors, thereby extending the availability of its resources.



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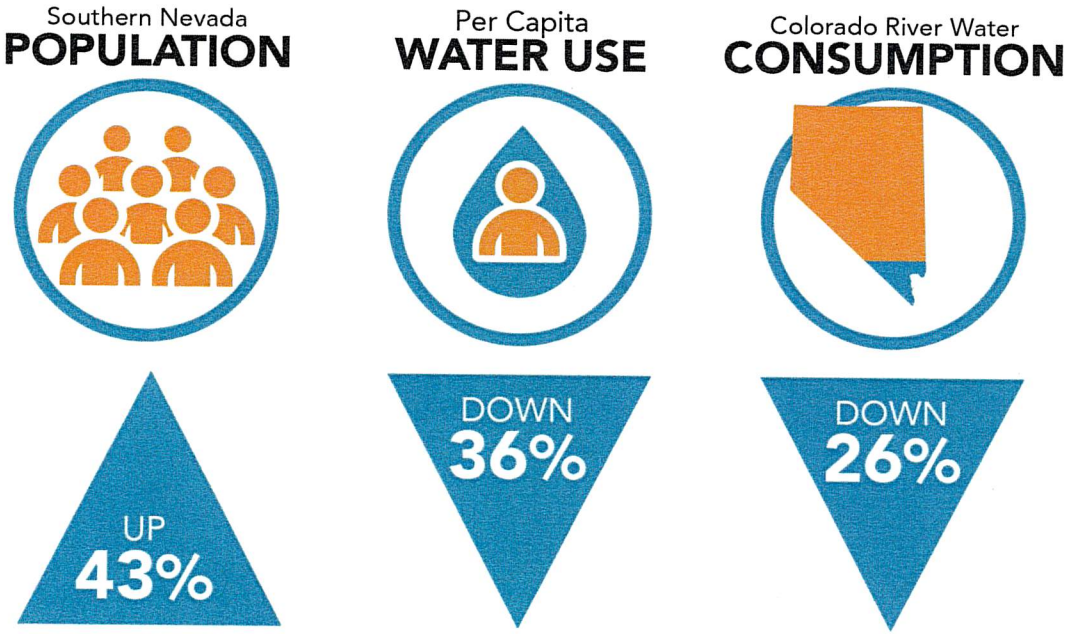
CONSERVATION



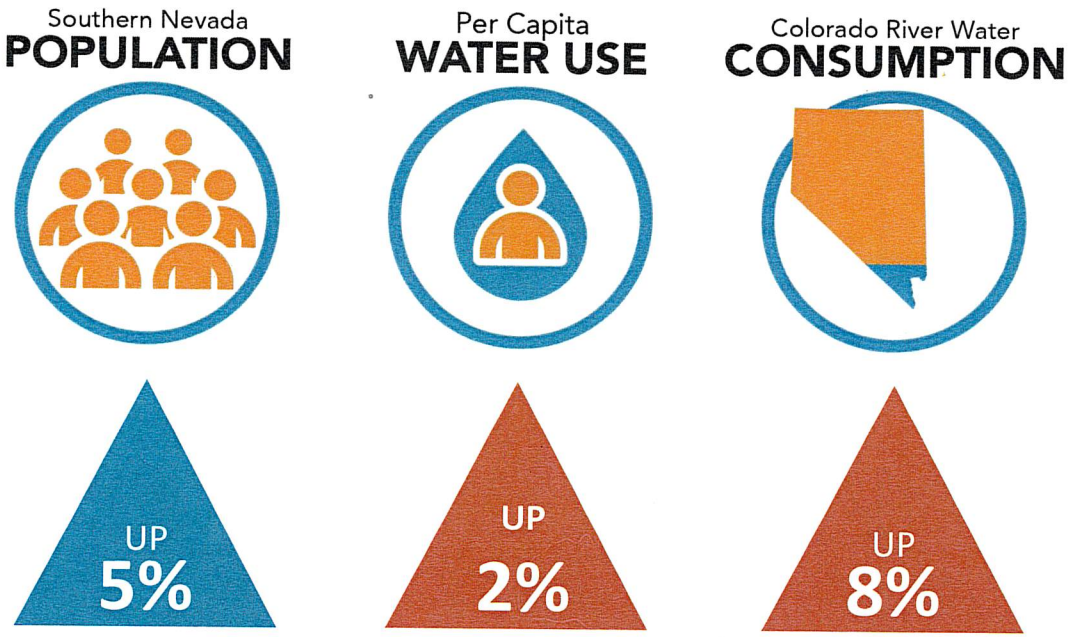
CONSERVATION

Despite population gains, water use has declined since 2002.

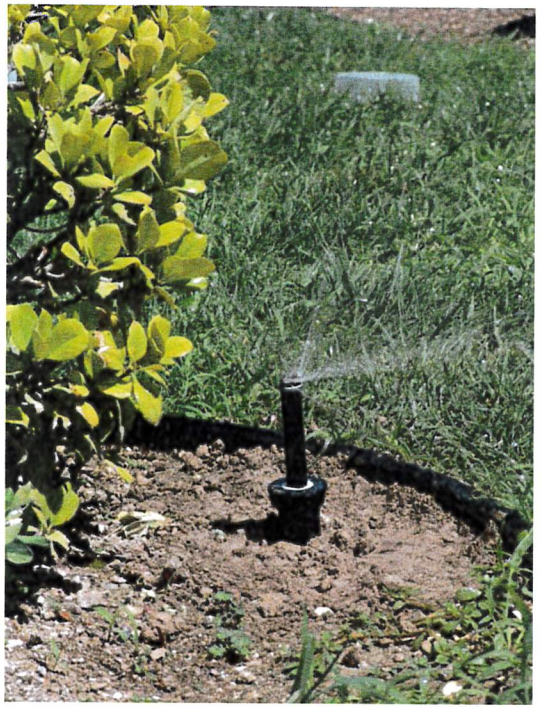


CONSERVATION

Water Use Trends: 2015 vs. Today



WATER USE IS INCREASING



Reasons for uptick in water use:

- Economic growth
- Warmer, dryer climate
- Drought "fatigue"
- Complacency
- Less effective conservation signals

CURRENT & UPCOMING OUTREACH TOOLS

DIRECT COMMUNICATIONS:	More than 2 million properties through direct mail and e-newsletters
SOCIAL MEDIA:	Reached more than 137,130 viewers and engaged nearly 10,000 users through social media (Facebook, Twitter, Instagram, YouTube)
BILL INSERTS:	350,000 with compliance messaging
ADVERTISING:	2,200 ads placed with 10 million impressions

NON-FUNCTIONAL TURF

Unused turf is wasted water.



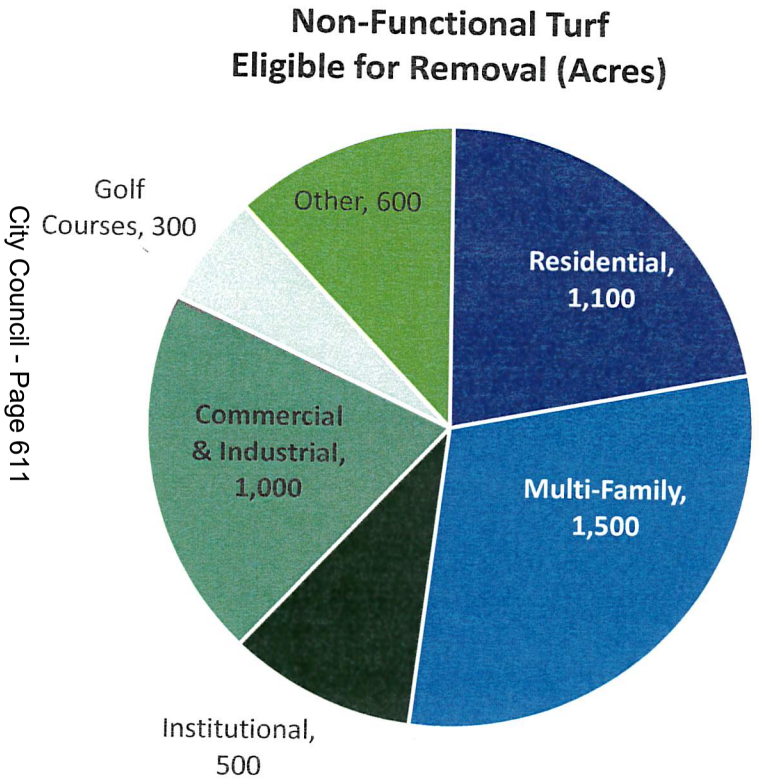
Skye Canyon Park Entrance Sign, Las Vegas

- Medians
- Roundabouts
- Neighborhood entries
- Pocket parks
- Front yards
- Unused back yards

Non-functional turf is aesthetic only; only walked on by landscapers.

City Council - Page 610

NON-FUNCTIONAL TURF



The residential sector comprises about one-half of the non-functional turf that remains in the community.

The remainder is found commercial, industrial and other applications throughout Southern Nevada.

Data derived from Remote Sensing Estimates

City Council - Page 611

CONVERTING TURF = WATER SAVINGS



Neighborhood entrance, Summerlin

REMAINING NON-FUNCTIONAL TURF:
5,000 acres (218 million sq. ft)

POTENTIAL WATER SAVINGS:
12.2 billion gallons per year
(37,400 acre-feet)

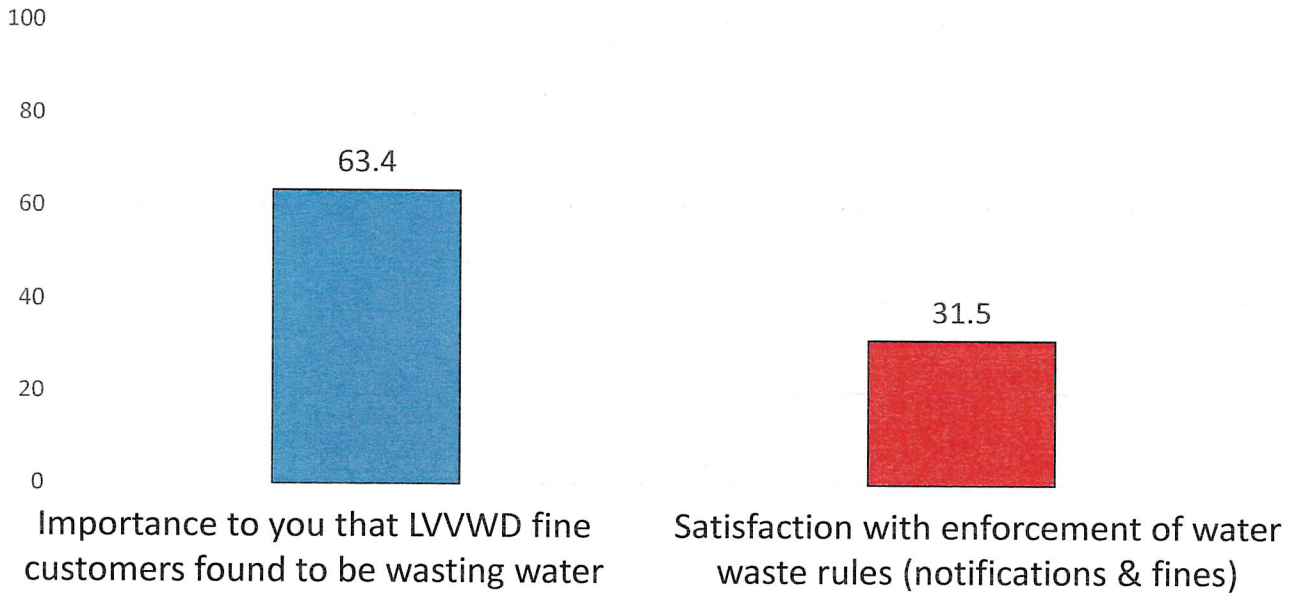
NOV. 2018: SNWA BOARD APPROVED RECOMMENDATIONS

- Increase the rebate ceiling on the WSL Program to $500,000

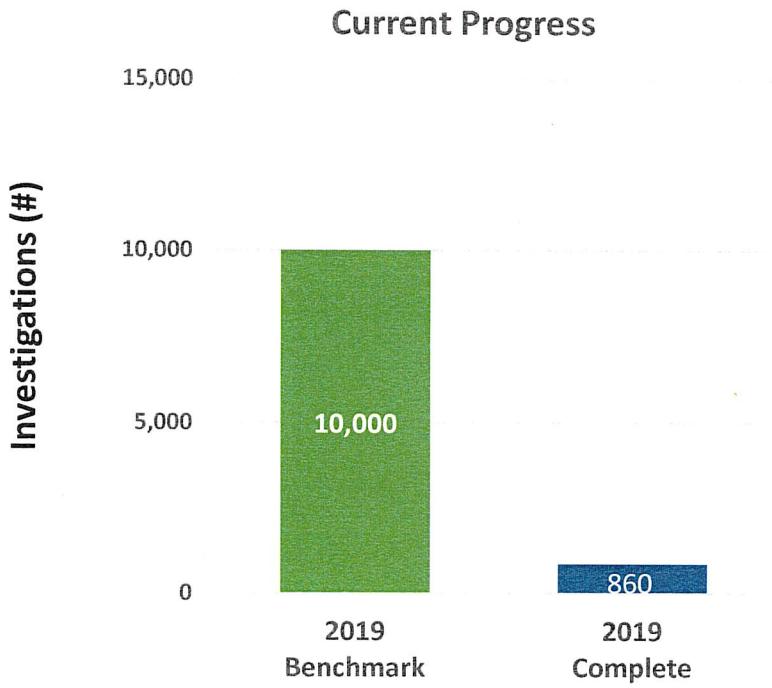
- Increase water waste enforcement valley-wide

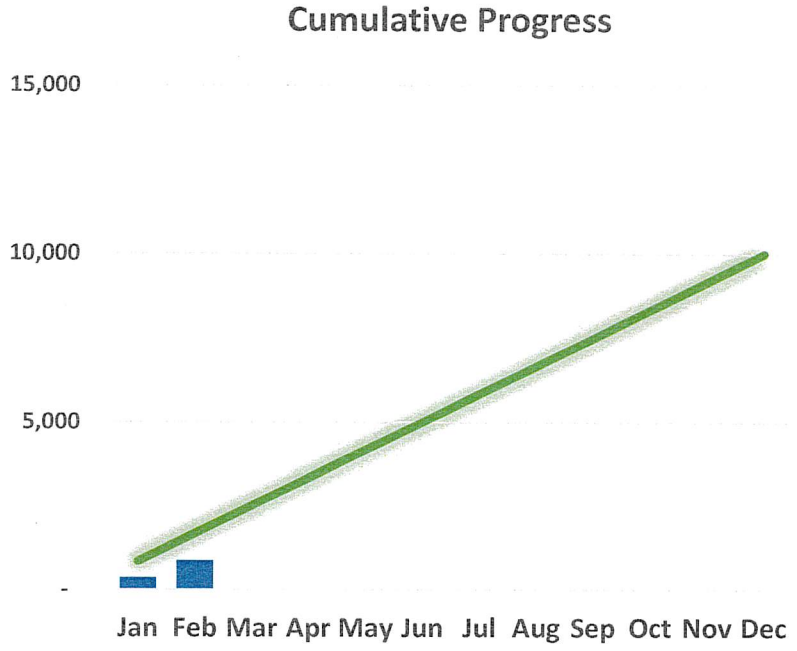
WATER WASTE INVESTIGATIONS

Ongoing customer satisfaction surveys reveal that enforcement is important to residents, but unsatisfied with current levels.



WATER WASTE INVESTIGATIONS





NOV. 2018: SNWA BOARD APPROVED RECOMMENDATIONS

- Increase the rebate ceiling on the WSL Program to $500,000
- Increase water waste enforcement valley-wide
- Waive WET rebate ceiling for pilot programs, schools and parks

OLDER PARKS



Paradise Park, Las Vegas



NEWER PARKS





Fox Hill Park, Summerlin



NOV. 2018: SNWA BOARD APPROVED RECOMMENDATIONS

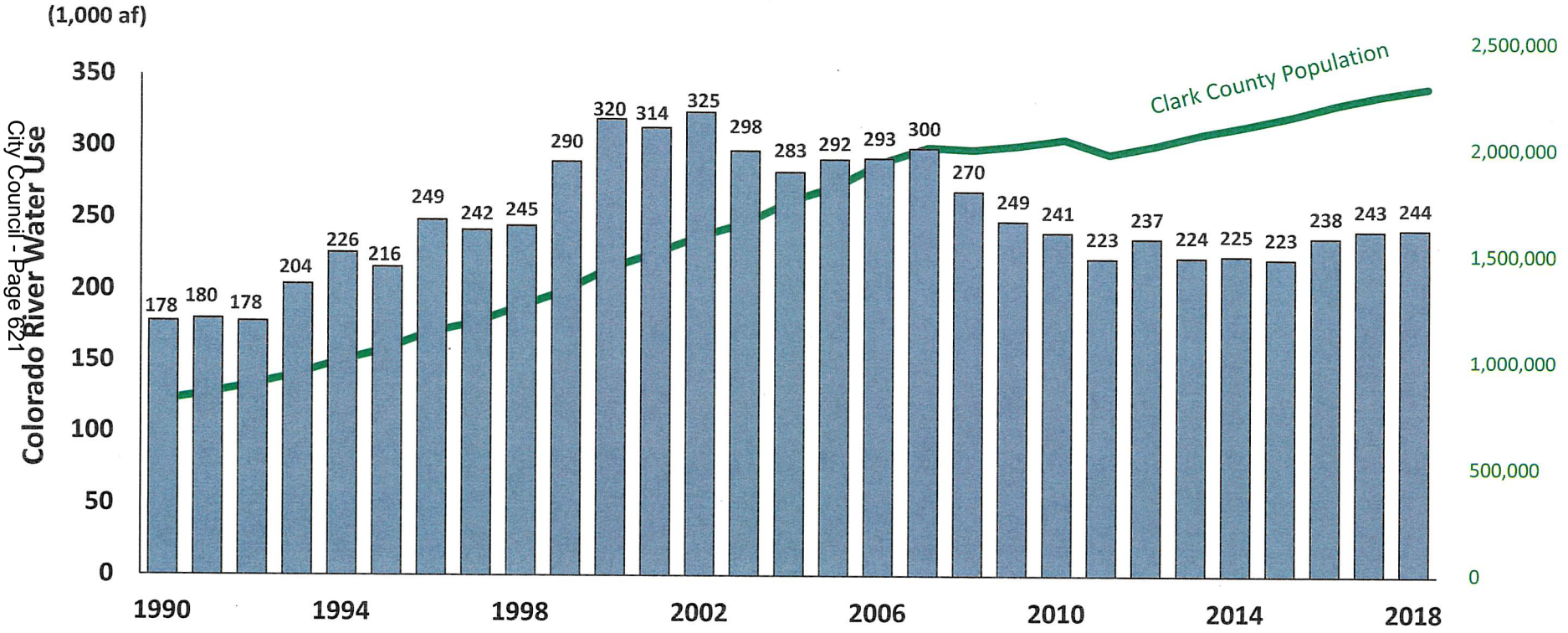
- Increase the rebate ceiling on the WSL Program to $500,000
- Increase water waste enforcement valley-wide
- Waive WET rebate ceiling for pilot programs, schools and parks
- Work with municipal agencies to prohibit non-functional turf installations

TURF APPLICATIONS

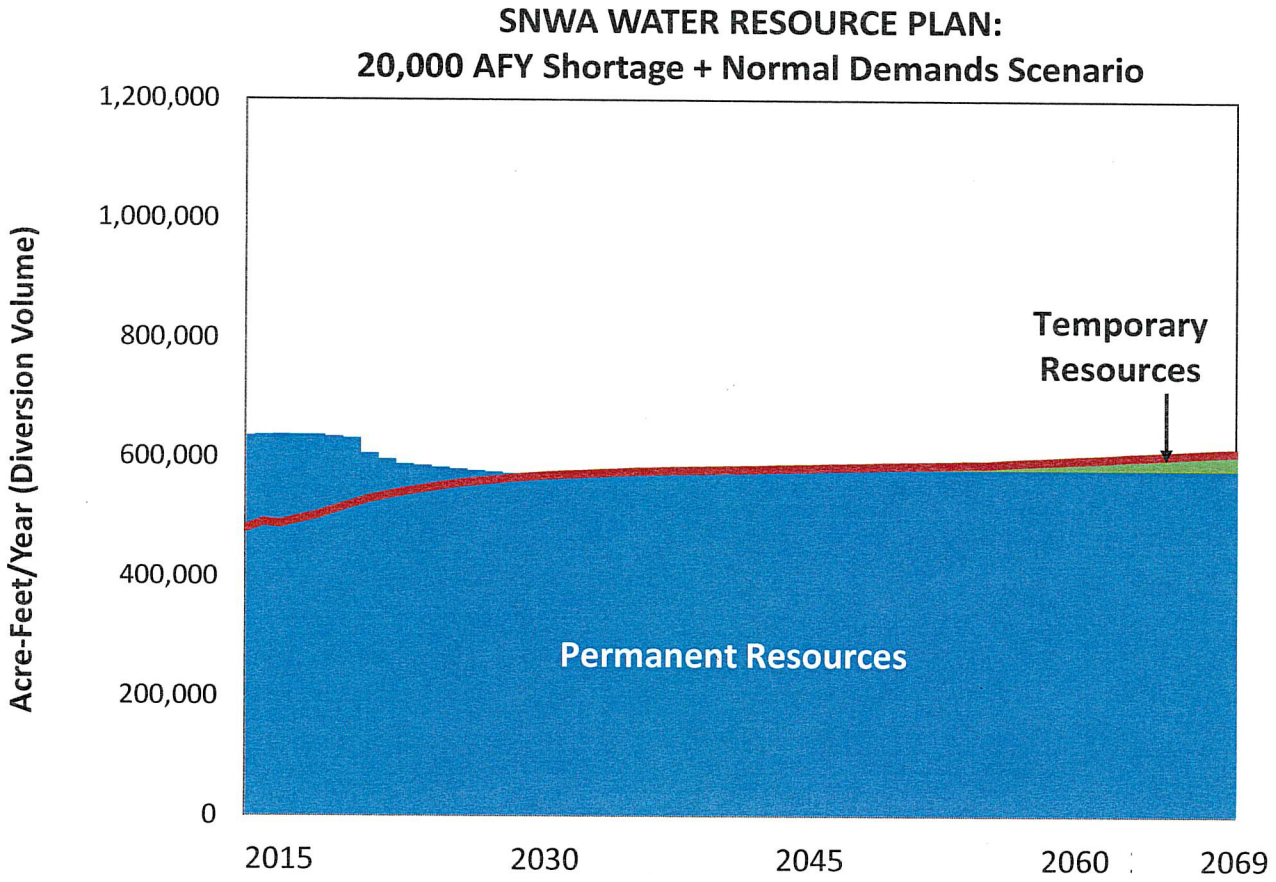
SNWA is leading a process among city and county planning staff to amend existing landscape codes to reduce non-functional turf installations.

- **Prohibit turf near entrances of neighborhoods**
- **Prohibit turf in narrow strips, surrounded by streets**
- **Support turf conversions that include decorative art or minimal landscaping**
- **Amend developer agreements to abide by current landscape codes**

CONSERVATION PROGRAMS REDUCE WATER USE



SNWA WATER RESOURCE PLAN



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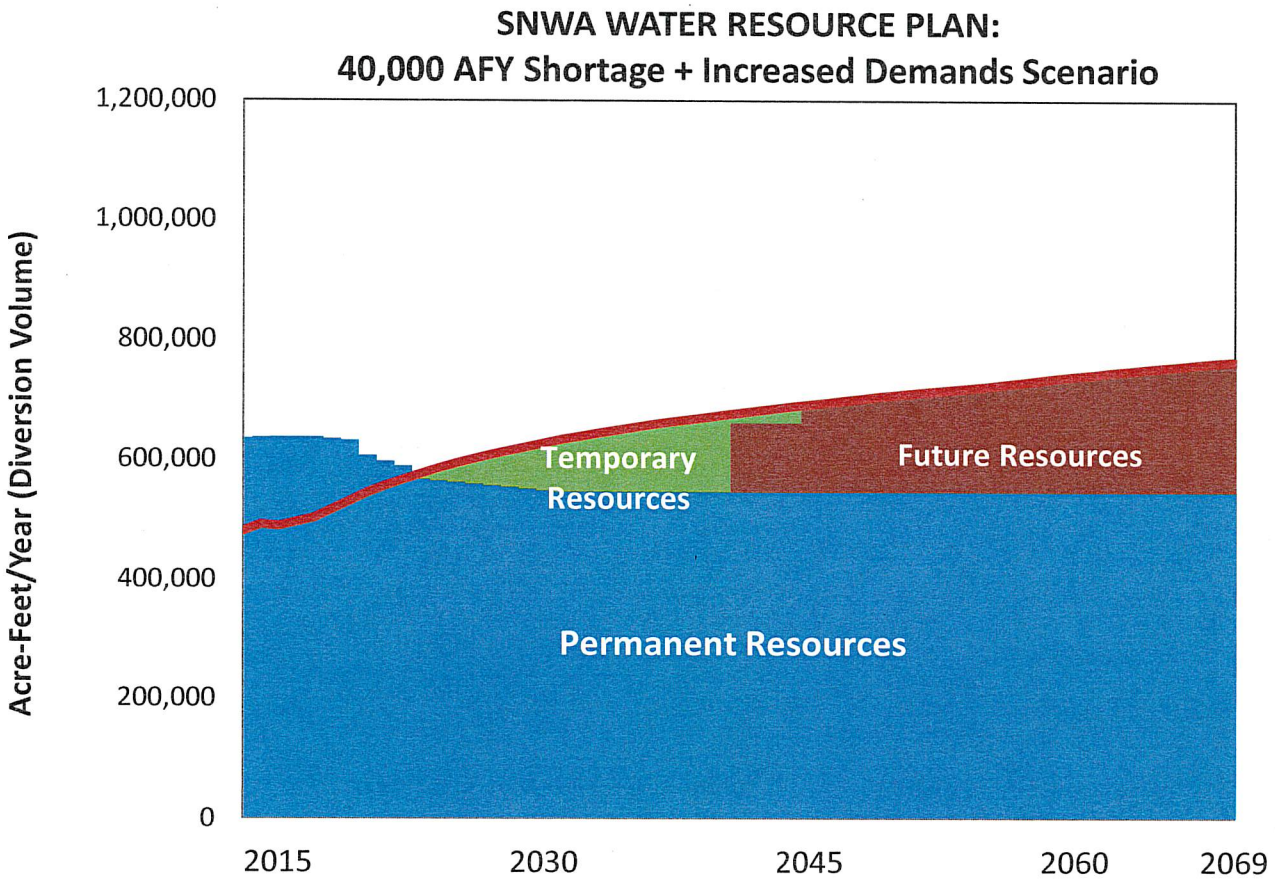
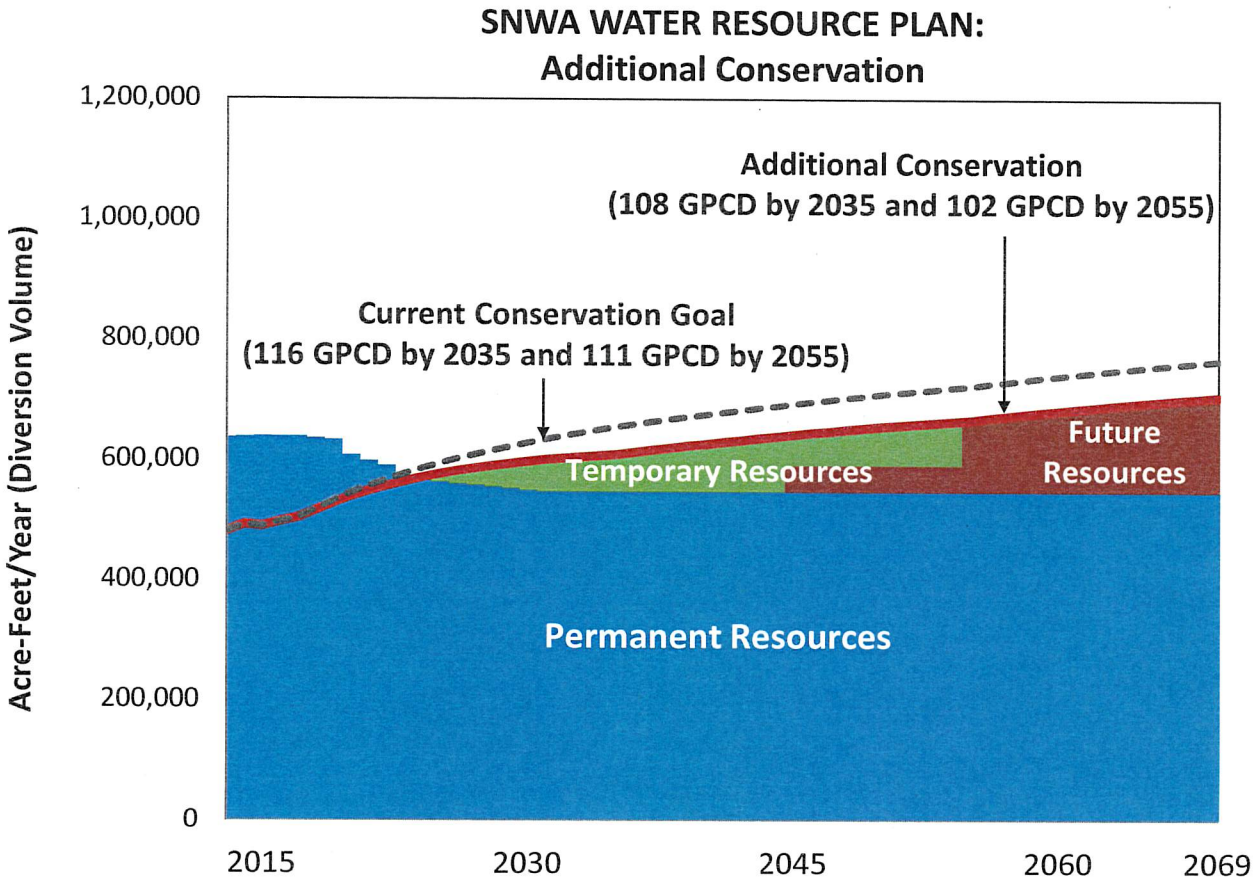
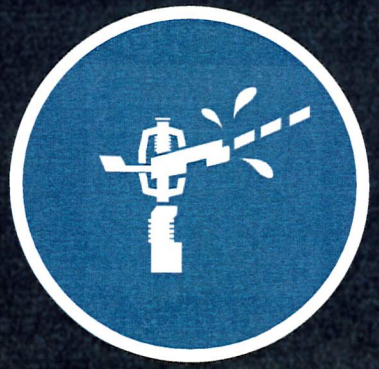


SNWA WATER RESOURCE PLAN





Report Water Waste



Change Your Clock



Convert Unused Turf

Want to learn more?

- Visit SNWA.com
- Text "UPDATE" to 74121 for water updates

SOUTHERN NEVADA WATER AUTHORITY

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
38

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding a new five year contract agreement between the Las Vegas Peace Officers Supervisors Association (LVPOSA) and the City of Las Vegas (CLV) ($576,000 - General Fund)

FISCAL IMPACT:
Budget Funds Available
Amount: $576,000
Funding Source: General Fund
Dept./Division: Department of Public Safety

PURPOSE/BACKGROUND:
The LVPOSA leadership and senior management have reached a tentative agreement of a five year labor contract. In accordance with NRS288.153, this contract is being brought forward for Council approval. The labor agreement was agreed upon by the LVPOSA and city after receipt of fact finder's recommendation. The contract is retroactive and will be in effect from July 1, 2018 to June 30, 2023. The projected cost of the new agreement for FY 19 – FY 23 is $576,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Cost Estimate
2. LVPOSA Contract

SUMMARY OF TENTATIVE AGREEMENT - LVPOSA (CORRECTIONS LIEUTENANTS)
April 3, 2019

ITEM	STATUS	ESTIMATED COST
DURATION	5 year contract (July 2018 - June 2023)	N/A
WAGE RANGE	18% above the LVPOA Sergeant classification	N/A
WAGES (Retroactivity)	3% lump sum cash payment for July 1, 2016 3% base wage adjustment for July 1, 2017	$46,000
WAGES (Contract Years)	Base wage increases within the Wage Range: Effective 7/1/18 - 5.50% Effective 7/1/19 - 5.50% Effective 7/1/20 - 4.25% Effective 7/1/21 - 4.25% Effective 7/1/22 - 4.25%	$425,000
LONGEVITY	Freeze longevity for all members in the Association at the rate that is in effect at the time of promotion	N/A
SHIFT DIFFERENTIAL	Swing shift = 4%, when assigned Grave shift = 6%, when assigned	TBD
FIELD TRAINING PAY	8% of base wages, when assigned	TBD
ACTING PAY	5% of base wages, when assigned	TBD
STANDBY PAY	$35 per day on normal work day and $50 per day on normal day off	TBD
HEALTH & WELLNESS	$2000 health and wellness reimbursement OR $2000 match in deferred compensation	$60,000
UNIFORM ALLOWANCE	$375 per employee, per quarter	$45,000
OVERTIME	Contractual overtime eligible	TBD
CALLBACK PAY	1.5x overtime if called back; minimum 4 hours	TBD
ADMINISTRATIVE OFFICER OF THE DAY (AOD)	Accrue TILO for AOD assignment	TBD
HOLIDAYS	12 Holidays; 1.5x overtime if working on holidays	TBD
ANNUAL LEAVE	Promoted Lieutenants: 520 hours cap New employees: 250 hours cap	N/A
SICK LEAVE	Promoted lieutenants: retain the same sick leave program that was in effect prior to the promotion. New employees: 420 hours cap	N/A
SICK LEAVE BONUS	$2,500 annually for perfect attendance in a fiscal year	TBD
TOTAL:		$576,000

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS

&

LAS VEGAS PEACE OFFICERS SUPERVISORS ASSOCIATION (LVPOSA)

Department of Public Safety

Proposed 5-year agreement

2018-2023

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PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Nevada; except as modified in this Agreement; and

WHEREAS, the parties have reached an understanding concerning, wages, hours and conditions of employment and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1 – RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the City of Las Vegas (hereinafter call the "CITY") recognizes the LAS VEGAS PEACE OFFICERS SUPERVISORS ASSOCIATION - LVPOSA (hereinafter call the "ASSOCIATION") as the exclusive representative of the eligible Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

The City and the Association agree that, members of the Bargaining Unit who have "Peace Officer" status are covered by NRS 289 (Rights of Peace Offices). Both parties will also comply with future legislative changes to NRS 289. Those changes, if any, will supersede the rights listed below.

Section 1. Classifications

The City and the Association agree that the following classifications are represented by the Association:

Corrections Lieutenant

Section 2. Community of Interest

It is agreed that the Association shall represent any employees within the above classification assigned to the Detention Services Unit within the City of Las Vegas Department of Public Safety.

When a new classification is created to be in the Department of Public Safety, the Human Resources Department will make an initial determination if the classification is to be included or excluded from the Association's bargaining unit. The Human Resources Department will notify the Association of the decision, in writing.

ARTICLE 2 - CHECK OFF

The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association dues and is so certified by the Treasurer of the Association. The City will be notified of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

The City shall remit such funds to the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the months of April or October by the employee giving written notice to the City and the Association, or upon termination of employment.

ARTICLE 3 - NO STRIKES

The Association agrees that there shall be no strikes under any circumstances. Employees shall continue to furnish efficient service within all areas of assigned responsibility.

For the purpose of this Agreement the meaning of the word “strike” shall include but not be limited to any concerted stoppage of work; slowdown; interruption of work or operations by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the operations of the City by the Association and/or its members.

ARTICLE 4 - MANAGEMENT RIGHTS

The City and the Association agree that management officials of the City possess the sole right to operate the City and that all management rights remain with these officials.

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations include:

(1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(2) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to Paragraph (V) of Subsection 2 of NRS 288.150.

(3) The right to determine:

(a) Appropriate staffing levels and work performance standards except for safety considerations.

(b) The content of the workday, including, without limitation, workload factors, except for safety considerations.

(c) The quality and quantity of services to be offered to the public.

(d) The means and methods of offering those services.

(e) Any other exclusive rights as may be determined by NRS 288.150.

(4) Safety of the Public

Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency as defined in this paragraph as riot, military action, disaster, civil disorder, or matters of similar magnitude. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this Subsection shall not be construed as a failure to negotiate in good faith.

The City shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.

ARTICLE 5 - ASSOCIATION/MANAGEMENT COOPERATION

Section 1. Employee and Association Rights

(A) The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's position to the officials of the City shall not be grounds for any punitive action unless such presentation is done in an illegal or reprehensible manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.

(B) The Association will designate employees to serve as Association representatives and stewards. The Association shall notify the City, in writing, of these representatives. Each representative shall be allowed to serve in his/her capacity as a representative. Those duties being defined as:

1) The investigation of a bargaining unit member's grievance;
2) Representation of a member/grievant at any step of the grievance procedure; and,
3) Consultation with duly accredited representatives of the Association who are not employees of the City.

(C) The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties. Association representatives must check with a Deputy Chief or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

(D) Whenever practical, all representatives shall notify a Deputy Chief or designee a minimum of 48 hours prior to the time they wish to conduct appropriate business. Representatives shall be relieved of duty with pay, subject to the provisions of SB241, for the time requested unless operational demands preclude permission to leave the work location being granted or if they do not provide sufficient advance notice. The employee, as provided herein, shall not abuse use of representative time off; and the supervisor or designee will not unreasonably withhold use of said time.

(E) The City shall have available copies of or computer access to all Civil Service Rules, Personnel Policies Manual, Department rules, regulations and policies that affect employees' employment with the City.

(F) All the rights guaranteed under the Constitution and laws of the United States of America, the Constitution of the State of Nevada and the Nevada Revised Statutes, are applicable to the employees covered by this Agreement.

Section 2. Rules and Regulations vs. Contract

The City and the Association agree that a number of documents govern the administration and compensation of City employees. In order of authority, they are:

1. The Nevada Revised Statutes;
2. The Charter of the City of Las Vegas;
3. The Collective Bargaining Agreements between City and its recognized bargaining units;
4. The City of Las Vegas Personnel Policies Manual.
5. The Department of Public Safety policies and work rules.
6. The City of Las Vegas Civil Service Rules.

The City and the Association agree that in the event any inconsistencies arise between departmental rules and regulations and this Agreement, the Agreement controls.

The City and the Association further recognize that the matters covered by departmental rules and regulations include matters that are and are not subject to mandatory bargaining under the provisions of Nevada Revised Statutes, Chapter 288. The City and the Association also recognize that these rules and regulations are subject to change by the Department Head, provided that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

ARTICLE 6 – ASSOCIATION BUSINESS

Section 1. Association Membership

Membership shall be at the sole discretion of the employee. Any individual, who refuses membership, shall not be responsible for bi-weekly dues, but will be billed for their "fair share" for contract negotiations. Non-members will also be billed for, handling of grievances, arbitration and other legal matters incurred during the performance of their duties as a peace officer on duty. Non-members will also be responsible for reimbursement for litigation costs and attorneys fees directly incurred on their behalf. The Association will indemnify and hold the City harmless for any disputes or litigation arising out of this section of the Collective Bargaining Agreement.

Section 2. Association Officers

Any changes to the current officers or stewards representing employees under this Agreement shall be evidenced to the City in writing within ten (10) working days of the change.

Section 3. Association Leave Hours

The Las Vegas Peace Officers Supervisors Association, (LVPOSA), hereby agrees to reimburse the City of Las Vegas for all association hours used to conduct union business, and such reimbursement shall be at the agreed upon rate of one and one-half (1.5) hours of pay for every one (1) hour of union time used. In the event there is no accrual remaining, the reimbursement rate will be $95.00 per hour. The agreement shall become effective upon ratification of the collective bargaining agreement by the parties and shall continue until an agreement is executed by all parties relative to Article 8 of the CBA or until such time there is a legal adjudication of this matter, including, but not limited to an arbitration decision or a decision rendered by the Employee-Management Relations Board.

Section 4. Permission to Conduct Association Business

Association Officers must notify their supervisors of the need to leave their jobs to conduct Association business. Such time off will not be unreasonably withheld.

Section 5. Receiving Grievances

Association Officers may receive and discuss, but not solicit, complaints and grievances of employees on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association officers or the employees. Association officers and the employee or employees involved in a grievance, hearing or investigation may be granted time off for meetings with the approval of the department Chief or designee. Such meetings shall be set at a time mutually agreeable with the City and the Association.

Section 6. Negotiating Committee

Members of the Association Negotiating Committee shall be granted leave from duty, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Association team members shall be relieved of duty assignments, when reasonable, for the period of each negotiation session. With the employees' agreement, employees may be assigned to different shifts because of participation in the negotiations. The Association agrees to reimburse the City for all union business, including negotiations.

ARTICLE 7 - COMPENSATION

Section 1. Wage Range

Effective the first pay period following the approval of this new agreement by City Council, the City and the Association agree that the wages range (minimum and maximum) for the Correction Lieutenant Classification shall be fixed at eighteen percent (18%) above the LVPOA Sergeant classification.

Section 2. Retroactive Compensation for 2016-17 and 2017-18

- Effective with the first pay period following the approval of this new agreement by City Council, Corrections Lieutenants who were members of the association on July 1, 2016 will receive a payment equal to 3% payment of their annual wage for July 2016-17. This payment shall be in a lump sum through a separate check and not subject to PERS contributions/obligations by the employer. This lump sum payment shall be added to the base pay on the final day of that year.

- For July 1 2017-June 30, 2018, Corrections Lieutenants will receive another three (3.0%) percent base wage increase retroactive to July 1, 2017. The employer shall be responsible for making PERS contributions in connection with this retroactive 3% increase.

Section 3. Increases within the Wage Range

Corrections Lieutenants shall receive the following wage increases within the Wage Range provided for under Section 1:

- Effective July 1, 2018, Corrections Lieutenants will receive five and half percent (5.5%) base wage increase. This increase shall be calculated so as to include the 3% retroactive base wage increase for July 1, 2017-June 30, 2018.

- Effective July 1, 2019, Corrections Lieutenants will receive five and half percent (5.5%) base wage increase.

- Effective July 1, 2020, Corrections Lieutenants will receive four and a quarter percent (4.25%) base wage increase.

- Effective July 1, 2021, Corrections Lieutenants will receive four and a quarter percent (4.25%) base wage increase.

- Effective July 1, 2022, Corrections Lieutenants will receive four and a quarter percent (4.25%) base wage increase.

Section 4. Longevity Pay

For all current members of the Association, longevity pay percentage is frozen as of December 13, 2018. Any existing longevity amount will continue to be paid on a biweekly basis as a separate pay element from base pay.

For all future Corrections Lieutenants promoted from a prior classification, longevity pay percentage is frozen as of the date of promotion. Any existing longevity amount will continue to be paid on a biweekly basis as a separate pay element from base pay.

Corrections Lieutenants hired from outside the city are not eligible for longevity pay.

Section 5. Shift Differential Pay

Shift Differential is defined as the amount of compensation authorized to be paid to an employee in addition to a regular straight time hourly rate for working a complete regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 0500 hours or ends no later than 1900 hours. A regularly scheduled shift that exceeds these limits by twenty-five percent (25%) or more is entitled to shift differential pay computed at five percent (5%) of base pay on a 12 hour shift configuration. An employee must be assigned to work a complete shift other than a day shift to be eligible for shift differential. Should the department implement a 3-shift configuration; the shift differential pay will be as follows:

Days = 0% Swing = 4% Grave = 6%

Section 6. Field Training Officer Pay

Field Training Officer (FTO) pay is temporary compensation paid to Corrections Lieutenants who are supervising Corrections Field Training Officers. When assigned FTO pay is 8% of the employee's base wages.

Section 7. Acting Pay

Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade for a full shift or more shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary or the minimum rate of the salary grade for the classification in which the employee is acting, whichever is greater for the duration of the assignment. Acting pay for periods in excess of thirty (30) continuous calendar days requires the written approval of the Director of Human Resources.

Section 8. Stand-By Time

Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours. Stand-by time shall be paid at a rate of thirty-five dollars ($35) per day on a normal work day worked and fifty dollars ($50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. During this time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by telephone, pager, or other electronic device provided by the City. No employee will receive stand-by pay while on annual leave, sick leave, or TILO. The employee will be paid for a minimum of four (4) hours for the first call out. In the event an employee is called out for a second time after the expiration of the fours (4) hours from the first call out, he/she will be paid a minimum of four (4) hours for each call out.

Section 9. Wellness Benefit or Deferred Compensation Match

The City agrees to provide either (1) a health and wellness reimbursement or (2) a deferred compensation match for a 457 plan, in the amount of two thousand dollars ($2000) annually. Prior to the beginning of each calendar year the Corrections Lieutenant must choose which benefit (health and wellness reimbursement or 457 plan match) they desire for that calendar year. Election form must be completed annually and submitted to HR Benefits by December 1 for the upcoming year. No changes to the election may be made during that calendar year.

ARTICLE 8 - CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. Issued Equipment

Upon initial appointment/promotion, the City shall provide appropriate uniforms and equipment.

Section 2. Protective Vests

Each Corrections Lieutenant will be provided with a ballistic protective vest and replaced by the City upon expiration.

Section 3. Uniform Clothing Allowance

The City shall provide annual uniform and footwear maintenance and replacement allowance to all uniformed personnel as shown on the following chart. Employees shall be paid quarterly for the purposes of maintaining and replacing uniforms. Any uniform item damaged in the performance of work duties will be replaced by the City. Any uniform not damaged will be inspected no less than every three years to determine whether it should be replaced. New hires shall be paid the first quarter following their hire date.

JULY 2017	OCT 2017	JANUARY 2018	APRIL 2018
$375	$375	$375	$375

JULY 2018	OCT 2018	JANUARY 2019	APRIL 2019
$375	$375	$375	$375

JULY 2019	OCT 2019	JANUARY 2020	APRIL 2020
$375	$375	$375	$375

JULY 2020	OCT 2020	JANUARY 2021	APRIL 2021
$375	$375	$375	$375

JULY 2021	OCT 2021	JANUARY 2022	APRIL 2022
$375	$375	$375	$375

JULY 2022	OCT 2022	JANUARY 2023	APRIL 2023
$375	$375	$375	$375

Uniforms and equipment must be maintained in good condition and shall only be worn or used on official City business or as authorized by the City.

ARTICLE 9 - HOURS OF WORK

Section 1. Normal Work Period

The City and the Association do hereby agree to a 14-day work period, and have adopted the FLSA 7(k) partial exemption from overtime for employees engaged in law enforcement activities. Under this adopted exemption, employees will be entitled to overtime compensation, for all hours worked at 1.5 times for all hours in excess of their normal scheduled shift or over 80 hours in a 14 day work period.

Section 2. Shift Arrangement

Notwithstanding the adoption of the 14 day work period and 80 hour threshold for overtime, the parties agree that the general work day and work week configuration will be 4 consecutive 10 hour shifts. The City expressly indicates that it does not intend to routinely assign work or expect or allow employees covered by this agreement in excess of the general work day work week. Except for emergency situations, any such assignments are expected to be rare and infrequent. The parties agree to meet and to discuss this arrangement on a quarterly basis.

The City reserves the right to alter or change the workweek, shift and/or hours of an employee to accommodate an employee's attendance at:

1. In-house training
2. Training provided out of state
3. Special Assignments or Projects
4. For issues of efficiency and economy

Whenever deviations from regular shift hours are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation changes in schedule. Sufficient notification is deemed to be a minimum of 14 calendar days, unless the employee agrees to a shift deviation with a shorter notification period.

Section 3. Mutual Swaps

Employees may be permitted to exchange hours of work with other employees in the same classification or level, performing the same type of duties in the same work area, provided:

(1) The employees give written notice to their supervisor(s), at least seven (7) calendar days in advance
(2) The supervisor(s) approves the exchange in writing; and

(3) The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime, shift differential), which they would not have otherwise received.

Once approved, shift changes shall not be subjected to further review, except for operational needs.

Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap because of illness or injury, he/she shall be required to provide a physician's return to duty statement.

All swaps must be paid back within one hundred twenty (120) calendar days, not to be extended past the same bid year.

Probationary employees shall not be allowed to exchange hours of work with other employees.

Section 4. Work Schedule Changes

If a change in work schedule is requested or required, the Association and the Chief shall meet to discuss the proposed change prior to implementation.

The City may discontinue a work schedule, if, in good faith, and after discussions with the Association, it is determined that the current schedule is not in the best interest of the City or the department. Any change to a work schedule requires an advance notice of a period of sixty (60) calendar days.

Under any work schedule, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.

Section 5. Meal Breaks

Lieutenants will be provided a paid meal break. FLSA standards will apply.

Section 6. TILO

(A) Employees may work Time in Lieu of (TILO) rather than paid overtime for hours worked in excess of 80 hours in a 14 day work week.

(B) TILO time will be accumulated at a time and one-half (1 ½) rate for payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.

(C) To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence.

(D) TILO accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees in the same manner as vacation and sick leave hours are reported.

(E) No employees may have an accumulated balance of TILO time exceeding four hundred (400) hours at the end of any pay period. TILO may be sold back annually in accordance with the Annual Sellback Provisions identified in annual leave article of this agreement.

(F) Whenever an employee separates from City employment, any unused TILO will be paid at a straight time rate including longevity.

Section 7. Overtime

(A) Regular Overtime - Regular overtime pay is defined as additional compensation earned by an employee who is held over on a regularly scheduled shift. Supervisors may require that employees work overtime. Employees who work longer than their normal daily hours shall be paid overtime on a time and one-half (1 ½) hourly rate basis based on their hourly rate of pay at their normal weekly working hours, including longevity, if applicable, for all overtime work.

(B) Scheduled Overtime - If an employee is required by a supervisor, to return to duty after completing a normal shift or reports to work on a day in which a normal shift is not scheduled, the employee shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater at time and one-half (1 ½) hourly rate basis, plus longevity if applicable, for all overtime hours or any fraction thereof worked.

(C) Holiday Overtime – Holiday overtime is paid the same as scheduled overtime (one and one half times the employee's regular rate of pay).

Section 8. Overtime Procedures

(A) Voluntary Overtime - the City and the Association agree to use the following procedure:

1) Pre-scheduling should be accomplished whenever possible.

Section 9. Call Back Pay

When required, the Department Head or designee may call back one or more members of the Department. For purposes of this paragraph, Call Back Pay is defined as compensation earned for returning to duty after an employee has completed his/her regular work shift, is off duty for any period of time, and then returns to duty with less than 12 hours' notice. When an employee is called back to work, the employee shall be paid overtime on a time and one-half rate basis. In addition, the employee shall be paid no less than four (4) hours or the time actually worked if over the four (4) hour minimum. However, in the event the period of call back runs into an employee's normal work shift, said employee shall be paid time and one-half (1½) for only those hours worked outside of his/her normal work shift.

SECTION 10. ESSENTIAL AND NON-ESSENTIAL PERSONNEL

The City and the Association agree that all the Lieutenants' positions in the department hierarchy will be identified as either essential or non-essential personnel positions prior to designating assignments and shifts

Section 11. Administrative Officer of Day (AOD)

To the extent AOD is utilized by the city, for the life of this contract, the employees shall continue to receive TILO for these duties.

ARTICLE 10 - HOLIDAYS

The City and the Association agree that the legal holidays shall be:

New Year's Eve
New Year's Day
Martin Luther King Holiday
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Family Day (Day after Thanksgiving)
Christmas Day

Any day that may be declared a legal national holiday by the President of the United States, or any day that may be declared a legal holiday by the Governor of the State of Nevada or the Mayor of the City of Las Vegas, unless the City is exempted from closings its operations to observe the holiday under State law.

All holidays shall be observed as dictated in NRS 236.015.

Employees wishing to have a holiday off who are normally scheduled to work, may request time off by submitting a leave request.

Employees who are scheduled to work on a legal holiday and who are relieved of duty after reporting for duty on the holiday shall continue to receive holiday pay for the balance of their shift. No employee will be forced not to work the holiday to avoid overtime payment.

Section 1. Holiday Pay

All full-time employees shall receive holiday pay, and such time shall be computed as regular workday. In addition to straight time pay, any such employee shall be compensated at one and one-half the regular rate of pay for all hours worked on the holiday.

In order to receive holiday pay, the employee must be in paid status for the entire work shift preceding and following the holiday.

Holidays that fall on an employee's regular day off, annual vacation or sick day, shall receive holiday compensation for the holiday(s) paid as straight time. Employees may convert their regular Holiday straight-time pay to annual leave. Employees may volunteer to accumulate TILO equivalent to the paid overtime rather than be paid for the holidays.

PERS will be paid for all hours worked when a state recognized holiday falls on a normal workday. If an employee works on a holiday that is not their regular workday, PERS is not paid (per NRS).

ARTICLE 11 - ANNUAL LEAVE

Section 1. Purpose

The City and the Association agree that annual leave is provided to employee for the purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions herein shall be chargeable to annual leave to the extent it has been accrued or advanced.

Section 2. Accrual

Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue from the date of duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

(A) Three and sixty-nine hundredths (3.69) hours bi-weekly for the first year (Months 1-12).

(B) Five and eighty-five hundredths (5.85) hours bi-weekly for the second through the fifth year (Months 13-60).

(C) Seven and eight hundredths (7.08) hours bi-weekly for years six through ten (Months 61-120).

(D) Seven and sixty-nine hundredths (7.69) hours bi-weekly for years eleven through fifteen (Months 121-180).

(E) Eight (8.00) hours bi-weekly for each year thereafter (after 180th month).

Section 3. Accumulation

Annual leave may be accumulated up to a maximum of five hundred and twenty hours (520 hours). During the calendar year, any annual leave that exceeds the allowed maximum shall be forfeited at the end of the last pay period of the calendar year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary plus longevity for all vacation hours they are required to forfeit at the end of the calendar year.

Corrections Lieutenants hired from outside the City may accumulate up to a maximum (hard cap) of 250 hours annually.

Section 4. Payout

Employees with more than six (6) months service who are separated from the City's employment are entitled to payment for unused annual leave.

In the case of death of an employee during his tenure with the City, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries as specified in their personnel records, or if no designated beneficiary, to the employee's estate.

Section 5. Annual Sellback

Employees who have been employed for a minimum of six (6) months may elect to exchange annual leave for payout, subject to the following conditions:

(1) Exchange of annual leave or TILO shall occur in June and December of each year.

(2) Exchange privileges apply only to accrued annual leave or TILO.

(3) Annual leave balance after sellback must equal at least forty (40) hours. There is no leave balance requirement for TILO.

Section 6. Applications for Leave

Application for leave must be approved in advance of taking leave and shall be scheduled annually on a seniority basis. Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

By the first week of November, Lieutenants will be allowed to make their "first pick" for annual leave based on maximum annual vacation accrual.

The second pick can be submitted any time throughout the year, after all first picks are complete based on maximum annual vacation accrual.

Seniority will prevail when another employee has requested leave for the same period of time on the same request date.

Section 7. Advanced Leave

Upon approval by the City Manager via Department chain of command, an employee may be advanced annual leave.

ARTICLE 12 - SICK LEAVE

Section 1. Earning & Use of Sick Leave

The City and the Association agree that all full-time employees shall accrue four (4.00) hours of sick leave bi-weekly. Employees who are in a non-pay status for a part of a pay period shall have their sick leave accumulation reduced on a prorated basis. Employees shall be paid their current hourly rate plus longevity, if applicable, for each hour of sick leave used.

Sick leave with pay may be used by employees who are:

(A) Illness or Injury: Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or

(B) Immediate Family Care: Required to absent themselves from work to personally care for a member of their immediate family as defined in Article 24, in those medical emergencies, which require the employee's prompt attention. Immediate Family Care leave shall be taken as sick leave; such cases require approval of the Department Head. Such leave, typically, is limited to a maximum of five (5) work shifts per year.

(C) Doctor Appointment: Required to take time off from work for the purpose of keeping a personal medical appointment.

(D) FMLA: Any leave covered by the Family Medical and Leave Act.

(E) An employee incapacitated beyond the period covered by sick leave may be granted accrued annual leave, TILO or leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted. In this case of sick leave depletion, annual leave or TILO shall be used in place of sick leave.

Section 2. Reporting Requirements

(A) Employees who become ill prior to the start of the workday shall call in before the beginning of their shift when using sick leave, unless incapacitated.

(B) Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a use of sick leave as outlined above and in the timecard policy.

(C) Employees shall report to work if recovery of illness is made during the normal work hours.

(D) The Department will not conduct resident checks of any kind.

Section 3. Payoff of Sick Leave

Corrections Lieutenants who are promoted from within the City will retain the annual accrual maximum, annual buy back, and payout program that was in effect prior to the promotion.

Corrections Lieutenants hired from outside the City may accumulate up to a maximum (hard cap) of 420 hours annually. Unused sick leave hours are not eligible for annual buy back or compensation upon separation.

For employees who are eligible to participate in annual buy back and payout of sick leave hours:

(A) Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a maximum payment for 420 hours, upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: one-half (1/2) of the employee's accumulated sick leave hours, up to a maximum accrual of 840 hours, and paid at the employee's hourly rate including longevity at the time of separation.

(B) On the first payday of December of each year, the City shall "buy back" one-half (1/2) of all sick leave hours accrued above the 840 hour maximum payoff limit, maximum payoff limit, during that calendar year by said employees. The one-half (1/2) sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours.

(C) Employees shall receive payment for 100% of the accrued sick leave up to maximum of 840 hours upon separation after 20 years of continuous employment with the City.

(D) In the case of death or medical retirement under the PERS system of an employee during his tenure with the City, the employees unused sick leave shall be computed based upon the above provisions and paid to the employee or the employee's designated beneficiaries as specified in their personnel records or, if no designated beneficiary, to the employee's estate.

Section 4. Bereavement Leave

(A) The department shall authorize any accrued leave for bereavement purposes due to the death of an employee's parent/step-parent, current spouse, child, grandchild, grandparent, brother/sister, current mother/father-in-law, foster parent, guardian, current daughter/son-in-law, stepchild, adopted child or current significant other. "Significant other" means a person the employee presently lives with that he/she considers a mate.

(B) Such absence for bereavement leave with pay shall be limited to not more than five (5) workdays per occurrence. In the event the employee requires additional time, they must receive approval in advance from their Director or designee.

Section 5. Sick Leave Bonus

Effective with the new year 2019 going forward, employees will be awarded a sick leave bonus of $2,500.00 annually for perfect attendance in a fiscal year (7/1 – 6/30). The only exception that does not count against perfect attendance is approved bereavement. FMLA and workers' compensation will be a disqualifier for attendance bonus contest purposes.

ARTICLE 13 - MEDICAL BENEFITS

(A) The City and the Association agree that the City will pay the cost of the premium equivalent or fully insured monthly premium for hospitalization and health insurance and the cost of the monthly premium for dental, vision, long term disability and term life insurance for each individual employee covered by the provisions of this contract as approved by the Las Vegas City Council.

The City also agrees to pay the costs equal to fifty percent (50%) of the premium equivalent or fully insured monthly premium for the hospitalization and health insurance coverage for dependents.

(B) All communications concerning employee insurance by the City shall be directed to the Executive Director of the Association or his Designee. The City agrees that it will provide the Association, upon request, copies of all written correspondence relating to the premiums charged in the last insurance year, the current insurance year and the prospective insurance year between the City, the insurance providers and the administrator.

(C) The City agrees to deduct from the paycheck of each employee in the bargaining unit and the Association who has signed an authorized payroll deduction card such amount as the employee may designate as insurance coverage. All premium deductions will be submitted to the fully insured plan.

The City shall establish the necessary accounts and accounting procedures to ensure that:

1. A record is kept, by pay period, of the number of employees eligible for insurance coverage and the amount of funds paid by the City on their behalf.
2. A record is kept, by pay period, of the employees' contributions collected and deposited on their behalf.
3. All disbursements of funds from the insurance payment accounts shall be for the appropriate payment of insurance premiums, claims, or other legitimate expenses of the group hospitalization, health, vision, dental, life insurance, and any other insurance programs provided.

(D) The City shall provide one hundred thousand dollars ($100,000.00) life insurance protection with double indemnity for the accidental death of a member of the bargaining unit.

ARTICLE 14 – DISABILITY

Section 1. Covered Employees

The City and the Association agree that all eligible members shall be covered by provisions of an appropriate Workers' Compensation Insurance Program, that may be self-insured or State Insured.

Section 2. Accidents or Injury

Should an employee suffer a service-incurred disabling accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then and in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Worker's Compensation Program and the employee's then present gross salary excluding overtime, for a period of two hundred eighty (280) hours from the first day of absence due to illness or injury. In the event there exists a reason to believe an employee is abusing his/her rights under this provision, the employer may disallow the "equal payment" benefit. The City Manager must review all requests for continuance of maintenance of income beyond two hundred eighty (280) hours and approve or disapprove in writing.

Section 3. Procedures

Before the City grants these benefits, the employee shall comply with reasonable administrative procedures established by the City. The City may also request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee make himself available for light duty work as soon as possible after release by a qualified physician, which may be either City or employee appointed.

An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave for the period of full income maintenance.

Section 4. Long Term Disability Insurance

The City agrees to provide to all employees covered by this agreement long term disability insurance benefits for the off the job injury equivalent to benefits under Social Security Disability Income or the present or any replacement disability insurance policy issued to cover employees of the City of Las Vegas to the full extent of benefits currently provided whichever offers the greater benefits.

ARTICLE 15 – RETIREMENT

(A) The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system. The City will comply with all PERS statutes; any disputes will not be subject to the grievance procedure.

(B) Any increase to the Public Employees Retirement System contribution rate above the current rate will be shared by the City and the employee, each paying 50% of the increase; employee paying through salary reduction and the City paying the other half.

ARTICLE 16 - REDUCTION IN FORCE

Section 1. Notice to Association

(A) Whenever it is determined that a lay-off of employees may occur because of lack of work or funds, the City shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the Association President and the employee(s) at least thirty (30) calendar days prior to the effective date of notification to employees.

(1) Any employee terminated under this Article shall have his name placed on the city's reduction-in-force list for a period of twelve (12) months. Previous employees shall be notified once by first class mail and by certified mail, return receipt requested, at their last known address, and must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment on date specified in the offer, or they shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the City may proceed to fill the position.

(B) Employees who are rehired after an involuntary layoff shall be reinstated with all benefits for which they were not paid at the time of their separation and their service date will be adjusted in compliance with Civil Service Rules. Therefore, for the purposes of longevity, sick leave, annual leave and other service time related benefits; rehired employees will start securing these benefits at the same rate as when they left City employment.

(C) Employees rehired under the provision of this article will be required to submit to and pass a background investigation and entrance physical examination.

Section 2. Provisions

(A) The City and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this contract shall be as hereinafter prescribed. When City funded positions of indefinite duration, and which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions after all part-time temporary and probationary employees within the classification have been separated from City service.

(1) Competition for retention shall be by classification within the department.

(2) Further, priority for retention shall be based upon seniority of service within the classification within the given department.

(3) The order of reduction in force within a classification shall be

(a) Probationary Employees

(b) Regular employees in the reverse order of their seniority. In the case of a tie within classification seniority, the employee with the least city employment seniority shall be released first.

(4) All personnel who are affected by reduction in force shall have the right to elect a reduction in classification to a lower classification in the same department that they are qualified to fill through previous service in that classification.

(5) An employee shall not be separated before the employee has been made a reasonable offer of reassignment, if such offer is possible in the determination of the City.

(6) As a result of the application of this reduction in force procedure, the City may cause the reassignment, transfer, reduction in classification, or any combination thereof, or the separation of an employee.

(7) Employees who return to the lower classified rank within the first twenty-four (24) months will be credited 100% toward classification seniority of the time spent in the lieutenant classification.

(8) Employees who return to the lower classified rank after twenty-four (24) months will be credited 50% toward classification seniority of the time spent in the lieutenant classification.

ARTICLE 17 - RE-EMPLOYMENT

Employees who resign in good standing from employment may request in writing, within two (2) years after such resignation, that their name be placed upon a rehire list of the classification held upon resignation.

1. Requests shall be submitted to the Human Resources Director, and the Department Head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.

2. The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with the individuals from both lists.

3. Individuals placed on the rehire list will remain on that list for a maximum for one (1) year.

4. Upon rehire, employees will have their salary set at the closest salary grade and step as existed at the time of separation. Department seniority shall be reinstated to same level as of the time of prior separation and the employee shall serve a probationary period of a minimum of six (6) months and up to a maximum of twelve (12) months. Rehired employees may request removal from probationary status after six (6) months of successful performance. The request must be in writing and directed to the Chief. Removal from probationary status prior to the twelve month period will be at the discretion of the Chief.

5. Individuals rehired will be subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resource Department.

ARTICLE 18 - OUTSIDE EMPLOYMENT

(A) Employees will notify the City of an “outside” employment on an appropriate and reasonable City form. All legal employment shall be approved unless the City can show just and reasonable cause for the denial of the employment (e.g. conflict of interest). The response shall not be delayed for more than thirty (30) calendar days from date of receipt.

(B) Any “outside” employment shall not exceed an average of twenty-four (24) hours per week over any three (3) month period.

(C) Outside employment shall not create a conflict of interest with City or Departmental business and will be considered secondary employment in all instances.

ARTICLE 19 - SAVINGS CLAUSE/WAIVER

(A) If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within a reasonable time the matter shall be submitted to Arbitration.

(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

(C) Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.

ARTICLE 20 - DISCHARGE AND DISCIPLINARY PROCEDURES

(A) Grounds for Disciplinary Action

The City shall adhere to NRS 289, Peace Officers Bill of Rights when initiating discipline under this Article. The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The City shall follow the disciplinary procedures set forth below in enforcing any discipline.

An employee shall be notified in writing of any possible disciplinary action within thirty (30) days of the incident-giving rise to the possible discipline, or within thirty (30) days of when the City discovers or reasonably should have discovered the facts supporting possible discipline. Except as otherwise noted in this paragraph, no disciplinary action shall be taken on incidents occurring six (6) months prior to the administration of disciplinary action.

The City shall make a determination of the level of disciplinary action meted out no later than thirty (30) days from the date of the first disciplinary meeting. The two thirty (30) day limitation periods and the six (6) month limitation period do not include vacation leave or any other leave taken by the employee.

An employee may appeal any written reprimand, demotion, suspension or other form of discipline through the grievance procedure of this contract, which shall be exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through Step 3 - City Manager level of grievance procedure.

LVPOSA representation shall be allowed at every level of discipline. Nothing in this paragraph shall be interpreted as prohibiting the application of progressive discipline as set forth in paragraph (B) based upon prior disciplinary action being taken against any employee.

(B) Progressive Disciplinary Action

The City and the Association recognize the principle of progressive discipline as the form of discipline to be used by the City. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning. Discipline steps may be skipped, depending on the severity of the offense. Nonetheless, skipping steps in the discipline process shall be the exception of the general rule requiring following progressive discipline.

(C) Progressive Discipline Steps - The usual progressive discipline steps are:

1. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisor which puts an employee on notice that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable

behavior or performance in the same area may result in more severe disciplinary action. The intent is for the supervisor to give the employee a clear notice that the specific behavior or performance should be corrected. Oral reprimands are to be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. Oral reprimands are valid for a period of up to nine (9) months.

2. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Supervisor shall document the violation and corrective action as identified in 1 above, on an Employee Interview form. The employee who is the subject of the disciplinary action will be allowed to read the Employee Interview form, may make any comments desired, and will then sign the form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. However, the failure of the employee to respond or deny the charges on the form shall not be interpreted as a waiver of any of the employee's rights under the agreement or as an admission that the allegations are true.

3. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Documentation is done on an Employee Interview form, as described in paragraph 2, above. Suspensions in excess of 40 hours must have the approval of the City Manager or designee.

4. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or reoccurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written reprimand or suspension. Examples are:

    a. Reduction in Classification - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step should be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held.

    b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step for, a maximum of thirteen (13) pay periods, or withheld.

5. Termination - Termination is the final step of the progressive disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is a very serious nature as so to warrant immediate separation from employment.

(D) Records

Investigations of allegations, which do not result in a corrective or disciplinary action, shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the retraction of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.

Employee's permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee.

(E) Disciplinary Meetings

Disciplinary Meetings shall be conducted during an employee's regular work hours or the employee shall be compensated in accordance with this agreement. An employee shall be given written notice at least forty-eight (48) hours prior to the beginning of any meeting called for disciplinary purposes with that employee that the meeting could lead to a written reprimand or more serious disciplinary action. The employee shall be provided in writing with the name of the person conducting the meeting, the date, time, location and topic of the meeting. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry or investigation.

(F) Purging Files and Records

1. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's personnel file after a period of twelve (12) months has elapsed. Any subsequent disciplinary action of similar nature shall extend the period of retention of the original offense for twelve (12) months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations.

2. Records of disciplinary actions resulting in a suspension of 40 hours or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of eighteen (18) months has elapsed. Any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for eighteen (18) months.

3. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary

documents exist at the department level alone, those documents shall be returned to the employee for disposal.

4. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.

5. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file shall remain under the control of the Department of Human Resources.

6. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

7. Purging time limits identified above begin on the date of the employee interview when the employee is formally notified of the disciplinary action.

(G) Just Cause

Just Cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

1. Conviction of an offense which is punishable as a felony or gross misdemeanor in the State of Nevada, conviction of an offense in any place other than the State of Nevada, which offense if committed in the State of Nevada, would be punishable as a felony or gross misdemeanor, or conviction of any offense which involves moral turpitude;

2. Knowing violation of City or Department Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Chief Officer - Public Safety and have been punishable in writing and circulated;

3. Solicitation of the public for money, goods or services which has not been approved in accordance with established departmental procedures;

4. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;

5. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained and unapproved absence from duty, excessive absenteeism or tardiness, misuse of theft of City property, continuing or life threatening safety violations, on the job alcohol, or other drug abuse,

malfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;

6. Physically striking or threatening a supervisory, managerial, or other employee;

7. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive.

ARTICLE 21 - GRIEVANCE PROCEDURES

Section 1. General

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the employees of the Bargaining Unit as quickly as possible to insure efficiency and promote employee morale. Should any employee or group of employees feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety which may be a violation of federal or state law, including Occupational Safety and Health Act, 29 U.S.C. Sec. 651-78, Nevada Occupational Safety and Health Act, NRS 618.005 et seq. NRS Chapter 288 and/or may be considered subjects of mandatory collective bargaining, NRS 288.150(2)(m), adjustment may be sought.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service rules will apply in circumstances where the Agreement is silent. Alleged violations of Civil Service rules, which are not covered by the terms of this Agreement, may only be appealable through the Civil Service Rules. Violations of Federal and State statutory provisions and the enforcement thereof except as referred to in this section are not subject to the grievance procedure hereinafter set forth. Nothing in this paragraph shall be interpreted as prohibiting an employee or the Association from aggrieving an action or conduct which may violate or be in conflict with any federal or state law to the extent the grievance claims or alleges such action or conduct constitutes a violation of this contract or department rules or regulations. No employee shall be deemed to have waived or forfeited any rights, including the right to a jury trial under any applicable federal or state law, by virtue of filing a grievance or requesting arbitration of any dispute within the scope of this Article.

The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Association to charge non-members of the bargaining unit a reasonable service fee for representation in grievance hearings and appeals.

The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, so long as the action is consistent with applicable state and federal law and the terms of this Agreement. The parties further agree that after a finding of fact, an employee shall have an informal meeting with the Department Director prior to a non-confirmation of appointment.

Section 2. Informal Procedure

Prior to submitting a written grievance, nothing herein shall preclude any employee from discussing his/her grievance with the immediate supervisor up to and including the Chief or his/her designee and an Association Representative for informal adjustment. If the problem cannot be resolved informally, as set forth in this section, the employee may proceed to Section 3.

Section 3. Grievance Procedure

Any dispute concerning interpretation or application of an expressed provision of this Agreement, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or a dispute regarding a disciplinary action taken against an employee shall be subjected to this grievance procedure.

(1) It is agreed that the City has a right to discipline or discharge employees for just cause. Disciplinary actions, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning, which is not placed within the employee's personnel file. The City shall have just cause for any disciplinary action.

(2) No regular employee shall be discharged except for just cause defined in Article 20, Section G, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the City's right to eliminate positions because of layoffs or reduction of force in good faith.

All non-disciplinary grievances must be filed in writing, with the Chief, within thirty (30) calendar days after the matter in dispute/disagreement is alleged to have occurred or thirty (30) days from the time the employee had reason to know the circumstances giving rise to the grievance.

The time limits stated above shall not commence so long as the grievant/Association and the Chief are engaged in informal discussions in an attempt to resolve the issue without filing a formal grievance. However, the grievant/Association may file a written grievance at any time during the informal discussion period in order to move the dispute to the formal process.

Disciplinary appeals must be filed with the Chief, within fourteen calendar (14) days from the date of issuance. A grievant/appellant may have up to two (2) representatives of his/her choice at any or all steps of the grievance process. Written reprimands may only be appealed through Step 4 of the procedure and are not subject to arbitration.

The Association, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the Association may take no further action. Nothing stated herein shall prohibit an employee from proceeding on his/her own behalf in filing and processing a grievance and the City shall recognize the

individual employee's rights to file a grievance and proceed through the grievance process, including arbitration as "the grievant".

Step 1: An employee having a complaint or grievance shall present the signed written grievance to the Association President. If it is determined by the Association President that a grievance does exist, the Association shall, within ten (10) working days, present the signed grievance to the Department Chief.

Step 2. The Chief along with a representative from Human Resources shall meet with the grievant no later than ten (10) working days after receipt of the grievance for the purposes of attempting to resolve this dispute. The Chief will have ten (10) working days from the date of the meeting to answer the grievance in writing.

Step 3. Within ten (10) working days after receipt of the Department Chief's response, or lack of response, the Association shall submit the grievance to the City Manager stating the reasons why the Department Chief's reply was not acceptable.

Step 4. Within ten (10) working days after receipt of the grievance, the City Manager shall meet with the grievant for the purposes of attempting to resolve this dispute. The City Manager will have ten (10) working days from the date of the meeting to answer the grievance in writing.

Step 5. If a mutually satisfactory settlement cannot be reached between the City Manager and the Association, the Association shall have the right to submit the matter to arbitration. The Association must notify the City Manager of its decision in writing within ten (10) working days from the date of the decision by the City Manager, or within ten (10) working days from the expiration of the period for the City Manager's or designee's response, if none was made.

Section 4. Arbitration Procedures

Following Notice of Arbitration, the City and the Association or the employee's representative, shall agree upon a source for a list of seven (7) arbitrators. The lists shall either be a Federal Mediation and Conciliation Service (FMCS) or an American Arbitration Association (AAA) list.

To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternatively strike one name each, with the Association striking first. The last remaining name shall become arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Association requesting that he set a time and place, subject to availability of the City and the Association. Any dispute, claim or grievance submitted to the final and binding arbitration under the provisions in the Article shall be done under the voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Service (FMCS).

Decisions of the arbitrators shall be final; however, the arbitrator shall have no power to add to, subtract from, or modify the terms of the this agreement and department Rules

and Regulations, except to the degree when rules conflict with this Agreement; and shall make his decision within thirty (30) calendar days from conclusion of the hearing or as agreed upon by the parties. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Association. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying applicable laws or rules of law and any ruling by the Arbitrator as a question of law may be reviewed by a court of law de novo.

Section 5. Awards

The arbitrator's award will be final and binding on the Association and its members, the employee or employees involved, and the City to the extent of the Arbitrator's authority provided herein. All fees charged by the AAA or FMCS and the arbitrator's fees and costs and any costs of transcription of the record shall be shared equally 50% by the Association or grievant and 50% by the City.

Section 6. Time Limits

In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a holiday.

Section 7. Grievance Resolution

A copy of all written decisions or resolutions will be forwarded to the Association.

(A) Reduction in Discipline - If the decision is to reduce the discipline, then the originating supervisor who meted out the discipline shall be directed to correct the disciplinary record in any files maintained for the grievant and specifically any file maintained with Human Resources.

(B) Exoneration of Discipline - If the discipline is reversed in the favor of the employee, all files including the Human Resource personnel file and the employee's department file will be purged of all references to the discipline. Additionally, the Internal Investigations file will be modified to show the findings.

ARTICLE 22 - OTHER LEAVE

Section 1. Application and Examination Leave

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional transfer opportunities with the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for promotional or transfer opportunity.

Section 2. Catastrophic Leave

(A) When an eligible employee suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leave as a result of the illness/injury, the eligible employee may file a request for donations of leave with the Association.

(B) Catastrophic Leave requests must be accompanied by a medical statement from the attending physician explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.

(C) A committee appointed by the Association Board will review the request to verify the employee's eligibility to receive donations.

(D) The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for 14 calendar days per request and all donations will be submitted to the Association on a form provided by the Association.

(E) Donations can be made from the donor's compensable sick leave, TILO time, and annual leave.

(F) The minimum donation is four (4) hours; the maximum donation is forty (40) hours. Employees must have a cumulative leave balance of at least forty (40) hours after the donation.

(G) The Association will forward donations to the City Payroll office, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient.

(H) Eligible employees:

a. The Catastrophic Leave Program is available to all Association bargaining unit members.

b. Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted."

c. Employees who are receiving worker's compensation benefits are not eligible for the Catastrophic Leave Program.

d. Personnel who have been released to a light duty status by a medical physician and refuse a light duty assignment will not be eligible for Catastrophic Leave.

Section 3. Family and Medical Leave Act

All legal requirements of Family & Medical Leave Act apply to this Article.

Section 4. Jury Duty or Court Witness

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding, related to their employment, during regular working hours shall receive their regular City pay, less any jury or witness pay. Employees who are subpoenaed to appear as a witness to testify other than during normal work hours shall be entitled to call-back pay as specified under Article 9. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty.

Section 5. Leave of Absence or Leave without Pay

Leave without pay may be granted to employees for purposes normally covered by sick or annual leave only when such paid leave has been exhausted, or for other justifiable reasons approved by the Chief (or designee) in advance.

Section 6. Childbearing/Employee Bonding Leave

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. This leave runs concurrently with any available FMLA leave the employee may have. Employees are eligible for this leave for a period up to 12 months after the birth or placement of a child.

Section 7. Military Leave

An employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training as outlined in the provision of NRS 281.145, shall be granted a maximum of thirty (30) shifts of leave and pay, or in accordance NRS281.145, whichever is greater.

Any employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall be granted leave and pay as prescribed by Federal Law.

At the beginning of each calendar year or after a change in shift or status, the employee will provide their immediate supervisor with documentation establishing reserve status and unit assignment. Such documentation shall include the name and phone number of the reservist's commanding officer or designee as a contact point. The employee will provide an annual training schedule, or orders in case of activity duty, by the first scheduled work day after such documentation becomes available to the employee. These documents are to be maintained in the employee's department file.

The employee will provide an Application for Leave form, to their immediate supervisor two weeks prior to their scheduled military leave, when possible. The approved leave slip will serve as full documentation for Payroll purposes.

When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

The employees shall be entitled to retain any Armed Services pay earned during the training duty.

If an employee has an approved scheduled vacation leave, that leave will not be canceled because another employee has been granted military leave.

Employees may utilize vacation in lieu of leave without pay for military leave. Use of these leaves for this purpose shall not be controlled by other policies, procedures or rules that affect leaves.

If an employee submits a request for Annual Leave of one (1) day or more, that leave will not be denied solely because another employee has been granted military leave.

ARTICLE 23 - SENIORITY

Section 1. Seniority List

(A) City seniority shall be defined as an employee's length of active continuous service with the City. Classification seniority for Lieutenants means the length of service in a classification. Classification seniority for Lieutenants shall be based upon service date. Employees in classifications that have been re-titled or reclassified shall retain all seniority through any such changes. Employees who are promoted from one classification to a higher classification(s), within the bargaining unit and subsequently return to the former classification shall be credited with all time spent in the higher classification(s) for their classification seniority. Employees who return to classified service as a result of a reduction in force will be credited 100% toward classification seniority of the time spent in the appointive rank.

For movement from appointive to classified rank for any reason other than a reduction in force:

- Employees who return to the classified rank within the first twenty-four (24) months will be credited 100% toward classification seniority of the time spent in the appointive rank.
- Employees who return to the classified rank after twenty-four (24) months will be credited 50% toward classification seniority of the time spent in the appointive rank.

Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty-day (30) day duration. Except for military leave, FMLA and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority.

(B) By the first week in August, the City shall provide the Association with a current seniority list for each classification, showing the service date and date of last promotion to present classification of the employees covered by this contract. The seniority lists shall be posted on the Association bulletin board for each division by the Association.

C) For purposes of promotion, seniority shall be determined by:

a. Length of time in classification; if tie, then
b. Department service date; if tie, then
c. City hire date; if tie, then
d. Human Resources time stamp
e. Any further ties or disputes will be determined by a one-time lottery

If no one protests the seniority shown on their behalf within 30 days of such posting, each classification seniority list shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority listing.

Section 2. Use of Seniority

(A) In scheduling annual leave, Regular Days Off and shift preference, the Lieutenants shall be treated as one classification with seniority determined based upon department service date, subject to availability as determined by the Department Chief.

(B) Beginning the second week of September, all employees will bid for shift assignments and regular days off. All bidding will be accomplished by the end of the second week of October. Transfers will take place after the first full pay period in January.

As vacancies occur throughout the year, notice will be given to all employees within 30 days after the vacancy has been created, allowing persons to bid for the vacancy. The senior person submitting a bid shall be approved to fill the vacancy. The secondary vacancy created by the switch will be also subject to the bid process and will continue until no Lieutenant wants the vacancy.

C) By the first week of November, Lieutenants will be allowed to make their "first pick" for annual leave. Employees must submit annual leave requests to secure their seniority rights. A maximum of four (4) weeks will be allowed.

The first picks will be completed no later than 14 days prior to the annual shift change. Any subsequent requests for annual leave must be submitted within the next 45 days, which is known as the "45 Day Rule."

One second pick will be allowed beyond the 45 day rule after everyone has made his or her "first pick" selection. A maximum of four (4) weeks will be allowed. The second pick can be submitted any time throughout the year, after all first picks are complete.

All applications for annual leave will be responded to within ninety-six (96) hours of submission.

Seniority will prevail when another employee has requested leave for the same period of time on the same request date.

ARTICLE 24 - LABOR MANAGEMENT MEETINGS

(A) A joint Labor-Management Committee shall meet at set times which are to be determined between the President of the Association and the Chief (or designee) at the beginning of each fiscal year in order to supplement the collective bargaining process. These times can be changed upon mutual agreement between the parties.

The purpose of such meetings may be to:

- Discuss the administration of the Agreement;
- Notify the Association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association; including but not limited to changes in posts;
- Disseminate general information of interest to the parties; and
- Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interests to their members.

B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meeting of the Labor-Management committee which shall be composed of not more than five (5) representatives of the City and five (5) representatives of the Association. The process shall serve to study issues of mutual interest, including, but not limited to safety and health of employees. Performance evaluations and staffing issues to be discussed in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that the City and the Association must mutually agree to any modification of this Agreement reached through this procedure in writing.

C) The Association shall designate a representative to serve as liaison with the Chief or designee, for the purpose of selecting agenda items and organizing meetings. Each party agrees to a reasonable notice to the other party to cancel a meeting. The Association's representative will prepare the Agenda(s) for each meeting and the City's representative.

D) Minutes of the Labor-Management Committee meetings shall be prepared by the Department Director, or designee, and shall be reviewed and approved by the Association's representative by both parties' signatures. The minutes shall expressly state each issue or topic discussed during the meeting, the positions of the City and the Association with respect to each issue and the decision reached. Copies of approved minutes will be available for the Association to pick up and are distributed within one week of each meeting.

E) By virtue of agreeing to the provisions of this Article, neither party shall waive any rights under the Nevada Revised Statutes.

ARTICLE 25 - DURATION

This Agreement shall be as of July 1, 2018 upon ratification and execution by City Council and will continue in full force and effect through June 30, 2023. However, if the parties hereto do not arrive at a new agreement before June 30, 2023, the City shall not pay to or on behalf of any employee in the affected bargaining unit any compensation or monetary benefits in any amount greater than the amount in effect as of the expiration of the collective bargaining agreement.

DATE _____

CITY OF LAS VEGAS

BY_____
Dan Tarwater, HR Director

LAS VEGAS PEACE OFFICERS SUPERVISORS ASSOCIATION, INC.

BY_____
Herman Russell, President

Approved: _____
Carolyn Goodman, Mayor

Attest: _____
LuAnn Holmes, City Clerk

Approved as to Form: _____
Morgan D. Davis, Assistant City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
39

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
Discussion for possible action to approve a petition for writ relief in 180 Land Company, LLC v. City of Las Vegas, Case No. A-17-758528-J in the Eighth Judicial District Court - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On November 26, 2018, the District Court entered an order denying 180 Land Company's petition for judicial review in Case No. A-17-758528-J. That petition challenged the City's denial of certain land use applications on the former Badlands Golf Course. In reaching its decision that the City had substantial evidence to deny the applications, the Court made findings that 180 Land Company did not have a vested right to develop the property because (1) RPD-7 zoning did not require approval of the applications and (2) the City Council retained discretion to approve or deny land use applications on the golf course. The Court also found that the applications were incomplete because they did not include a request for a major modification of the Peccole Ranch Master Plan. Based on these findings, the City filed a Motion for Judgment on the Pleadings requesting that the Court dismiss 180 Land Company's lawsuit because it did not have a protectable vested right to develop the golf course and, therefore, no taking could have occurred and that the applications were incomplete due to the lack of a major modification. On March 22, 2019, the District Court entered an order denying the City's motion, concluding that its findings in denying the petition for judicial review were not binding. The City Attorney's Office believes this decision was at odds with Nevada law and the legal principle the Court established could have serious negative consequences for any land use application denied by the City in the future (i.e., any such denial could now give rise to a claim that property was illegally "taken" in violation of the Fifth Amendment to the United States Constitution). At this stage, the only way to challenge the order is through a petition for writ relief from the Nevada Supreme Court. The City Attorney's office would also seek a stay of the matter, including discovery, pending a decision from the Nevada Supreme Court.

RECOMMENDATION:
Council should discuss and provide direction to the City Attorney

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
40

DEPARTMENT: Economic & Urban Development **DISCUSSION**
DIRECTOR: Bill Arent

SUBJECT:
Discussion for possible action regarding a Second Amended and Restated Cooperation Agreement between the City of Las Vegas (City) and the City of Las Vegas Redevelopment Agency (Agency) in which the City will provide the Agency staff assistance, supplies and services and Agency will reimburse the City for all costs incurred for services - Redevelopment Areas 1 and 2 - Wards 1, 3 and 5 (Tarkanian, Coffin and Crear) [NOTE: This item is related to RDA Item 5]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City and Agency agree to amend and restate the Cooperation Agreement whereby the City agrees to provide the Agency staff assistance, supplies, and technical services as well as other services and facilities of the City as the Agency may require. "Exhibit A" of the Restated Agreement delineates the schedule of activities and services for FY2020. The activities and services in the Redevelopment Area which are to be provided by the City for the Agency are: City Marshal Patrol on Freemont Street Experience, Cashman Operations, and Courtyard Security Contract. Pursuant to NRS Section 279.680, the Agency agrees to reimburse the City for all costs incurred for services by the City to the extent that funds are available to the Agency. By approving and executing this Restated Agreement, the City Council is authorizing and consenting to the undertakings of the Agency and finding that these actions are in compliance with and in furtherance of the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Second Amended and Restated Cooperation Agreement

SECOND AMENDED AND RESTATED COOPERATION AGREEMENT

THIS SECOND AMENDED AND RESTATED COOPERATION AGREEMENT ("Restated Agreement") is entered into as of the first day of July, 2019, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada (herein the "City") and the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a Public Body in the State of Nevada (herein the "Agency").

RECITALS

A. Pursuant to the Community Redevelopment Law in NRS Chapter 279, the Agency is performing a public function of the City and may have access to services and facilities of the City.

B. The City and Agency entered into an Amended and Restated Cooperation Agreement dated June 01, 2016 ("Cooperation Agreement") which set forth activities, services and facilities which the City has rendered and made available to the Agency in furtherance of the functions of the Agency under the Community Development Law.

C. The Cooperation Agreement further provided that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by the City for and on behalf of the Agency.

D. The Agency and City desire to amend and restate the Cooperation Agreement to confirm and further specify the activities, services and facilities which the City will continue to render and make available to the Agency in furtherance of the functions of the Agency under Community Development Law.

NOW, THEREFORE, the City and Agency hereby agree to amend and restate the Amended and Restated Cooperation Agreement as follows:

AGREEMENTS

1. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants. Attached hereto as Exhibit "A" is a schedule of activities and services (the "Schedule of Activities and Services") which the City will render and make available to the Agency in furtherance of the functions under Community Development Law during Fiscal Year 2020.

2. This Agreement will have an initial term of five (5) years and shall expire on June 30, 2025. The term of this Agreement shall automatically extend for four (4) additional renewal terms of five (5) years each, unless terminated by either party by written notice no late than thirty (30) days prior to the then expiration date of the term.

3. The City and Agency agree that the Schedule of Activities and Services shall be updated on an annual basis prior to the commencement of the next fiscal year of the City and Agency. The City Council of the City and the Governing Board of the Agency hereby designate

and authorize the City Manager and Executive Director, respectively, to approve the annual Schedule of Activities and Services.

4. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Restated Agreement. Such statement of costs may, but not required to, include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

5. Pursuant to NRS Section 279.680, the Agency hereby agrees to reimburse the City for all costs incurred for services by the City pursuant to this Restated Agreement from and to the extent that funds are available to the Agency for such purpose pursuant to NRS Section 279.676 or from other sources; provided, however, that the Agency shall have the sole and exclusive right to pledge any such sources of funds to the repayment of other indebtedness incurred by the Agency in carrying out the redevelopment project and all payments due to the City hereunder shall be subordinate in all respects to all current and future indebtedness of the Agency and any payments due thereunder. The costs of the City under this Cooperation Agreement will be shown on statements submitted to the Agency pursuant to Section 3 above. Although the Parties recognize that repayment may also occur over a period of time, it is the express intent of the parties that the City shall be entitled to repayment of the expenses incurred by the City under this Agreement, consistent with the Agency's financial ability, in order to make the City whole as soon as practically possible.

6. The City and Agency agree that the Agency's contribution for fiscal year 2020 is $1,870,000.00. The City agrees that the Agency contribution for each succeeding fiscal year shall not increase in any event more than the lower of (i) ten percent (10%) of the Agency's contribution in the immediately preceding fiscal year or (ii) the percentage increase, if any, in the amount of ad valorem taxes to be received by the Agency for the fiscal year in question over the amount of ad valorem taxes received by the Agency over the immediately preceding fiscal year. For avoidance of doubt and by way of example only: if (i) the amount of ad valorem taxes received by the Agency for fiscal year 2020 is $19,000,000 and (ii) the amount of taxes to be received for fiscal year 2021 is $20,000,000, then the percentage increase is 5.26 percent (%). Because the percentage increase is less than ten percent (10%), the increase for fiscal year will be 5.26 percent (%-).

7. The obligations of the Agency under this Restated Agreement shall constitute an indebtedness of the Agency within the meaning of NRS Section 279.767.1 (b) of the Community Redevelopment Law.

810. If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Restated Agreement, this Restated Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Restated Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Restated Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Restated Agreement.

9.. No failure or delay on the part of any Party to this Restated Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Restated Agreement may have.

10. Time is of the essence to this Restated Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

11. This Restated Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Restated Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

12. This Restated Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

13. If any provision of this Restated Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Restated Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

14. This Restated Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

15. By approving and executing this Restated Agreement, the City is Authorizing and Consenting to undertakings of the Agency and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

16. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
495 S. Main Street, 7th Floor
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

IN WITNESS WHEREOF, the parties have executed this Restated Agreement as of the date first above written.

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

ATTEST:

_____
LuAnn D. Holmes, MMC, Secretary

By:_____
Carolyn G. Goodman, Chair

APPROVED AS TO FORM:

M. Nicholas 2-6-19
Date

EXHIBIT "A"

Schedule of Activities and Services
Fiscal Year 2020

Sources	
Current Allocation	$1,700,000
Anticipated RDA Growth (10%)	$ 170,000
Total Allocation:	$1,870,000

Uses	
City Marshal Patrol on FSE	$ 600,000
Cashman Operations	$ 750,000
Courtyard Security Contract	$ 520,000
Total Expenditure:	$1,870,000

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
41

DEPARTMENT: Finance **DISCUSSION**
DIRECTOR: Venetta Appleyard

SUBJECT:
Discussion for possible action regarding the recommended Fiscal Year 2020 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency - All Wards
[NOTE: This item will be heard after the Planning Discussion items]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Discussion and review of the City Manager's Office (CMO) recommended Fiscal Year 2020 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency, and allow Council the opportunity to provide feedback and guidance relative to Council priorities, appropriation spending levels, resource allocations and reserve requirements.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation

City of Las Vegas
FY2020 Tentative Budget

Council Item 41
April 3, 2019

Submitted at City Council
Date 4/3/19 Item 41
By: Staff

FY20 Budget Summary

- Tentative budget continues to respond to:
  - Council Priorities
  - Citizen Survey
  - Employee Engagement Survey
- Emphasis on expansion & revenue development in priority areas
  - Public Safety
  - Homeless issues
- On-going structural budget deficit being addressed
  - Vacancy management
  - New revenue sources being explored
  - Team 2020

FY19 Budget Summary

- **Current Estimate of Revenues greater than budget - $17.7M**
  - C-Tax growth estimated at $6.2M higher than budget
  - Property Tax growth equal to budget
  - License & Franchise estimated at $6.3M higher than budget
  - Other Revenue estimated at $5.2M higher than budget
- **Current Estimate of Expenditure underrunning budget - $2.2M**
  - Labor savings due to vacancy management
- **Recommend use of excess Fund Balance**
  - One time requests of $2.0M related to FY20 expanded
  - Capital Projects Program of $13.9M
  - Build up reserves in Liability and Employee Benefits Internal Service Funds $4.0M

FY20 Summary Highlights

- **CTAX – growth expected**
  - Estimating 5.0% growth over FY19 year end estimate
- **Property Tax caps at 3.0% residential and 4.8% non-residential**
  - Estimating 4.5% growth over FY19 year end estimate
- **Expanded request in priority areas**
- **Filing a surplus budget for FY20 Tentative**
  - Revenues in excess of expenditures by $5.0M due to $7.6M in frozen positions

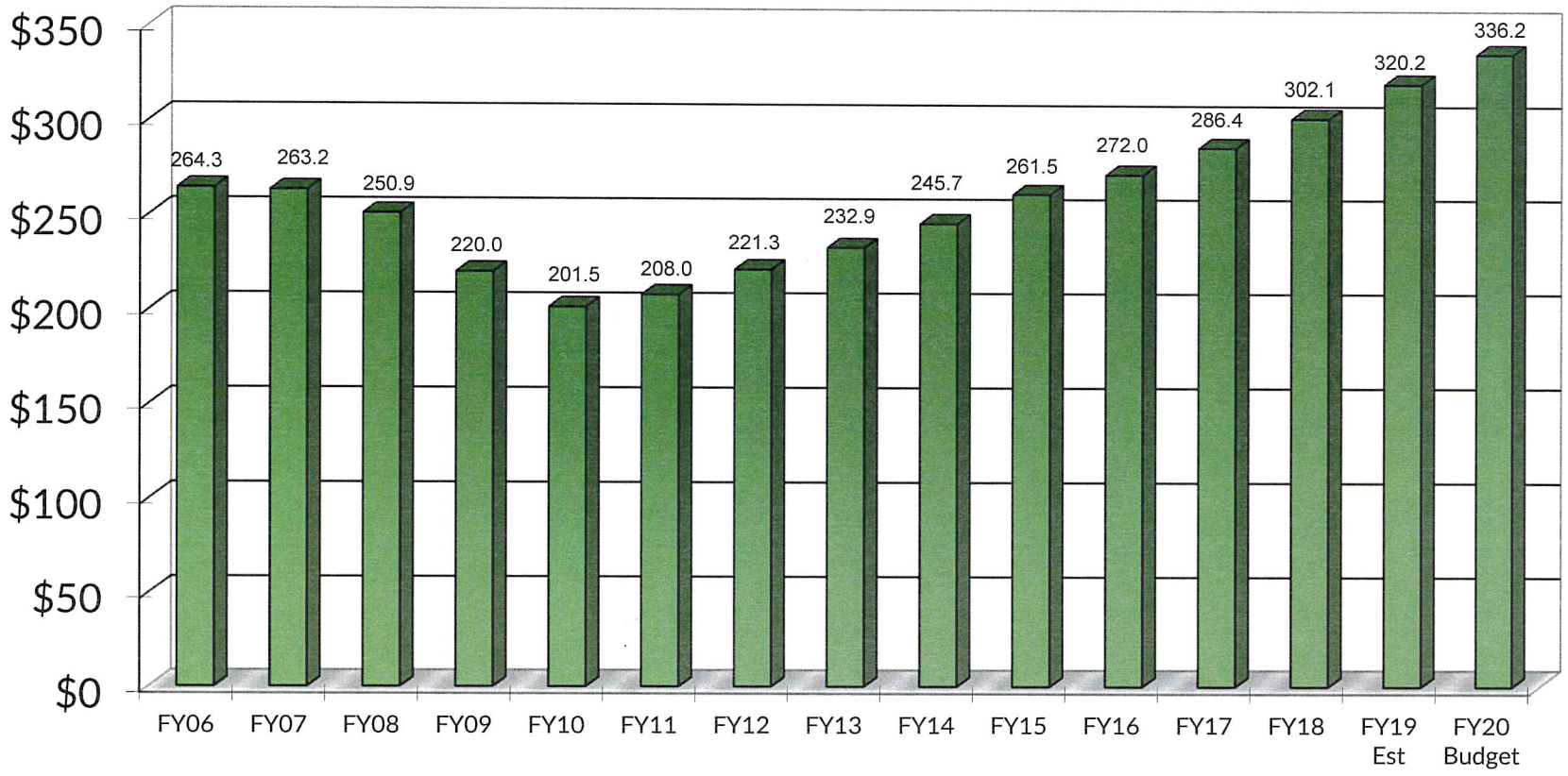
FY20 Revenue Assumptions

Revenues - overall (projection to budget) increase of 4.3%

- CTAX increase at 5.0%
- Property Tax increase at 4.5%
  - Assessed value increase 9.0%
  - Tax cap for residential at 3.0% and non-residential at 4.8%
  - Abatement $40.7M
- License & Franchise decrease at 0.2%
  - $2.3M one-time audit finding in FY19
- Fines and Charges for Services & Other revenues increase at 11.4%
  - $6.5M Medicaid reimbursements
- Contribution from Redevelopment Agency of $1.9M

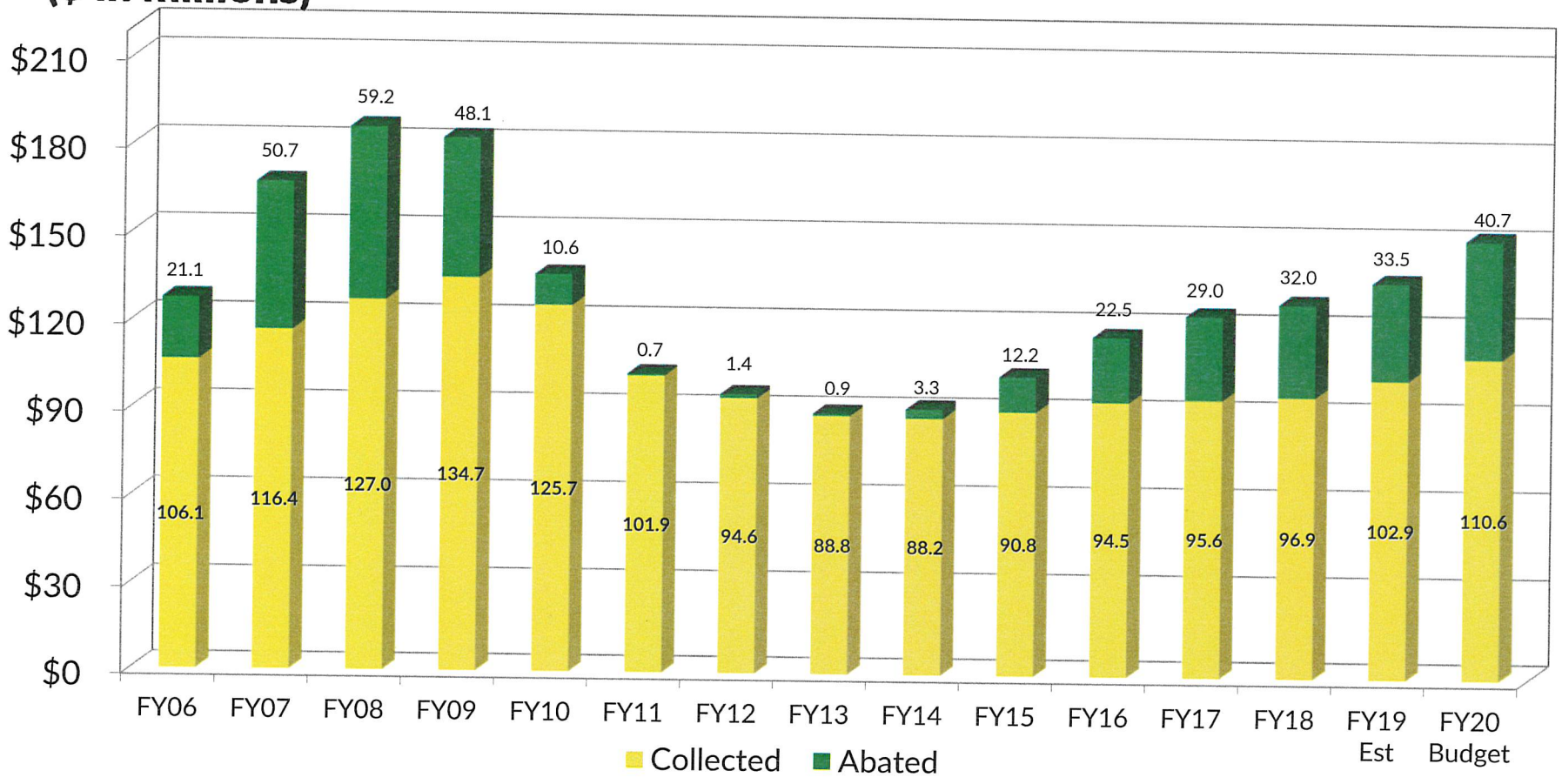
Consolidated Tax History

($ in millions)



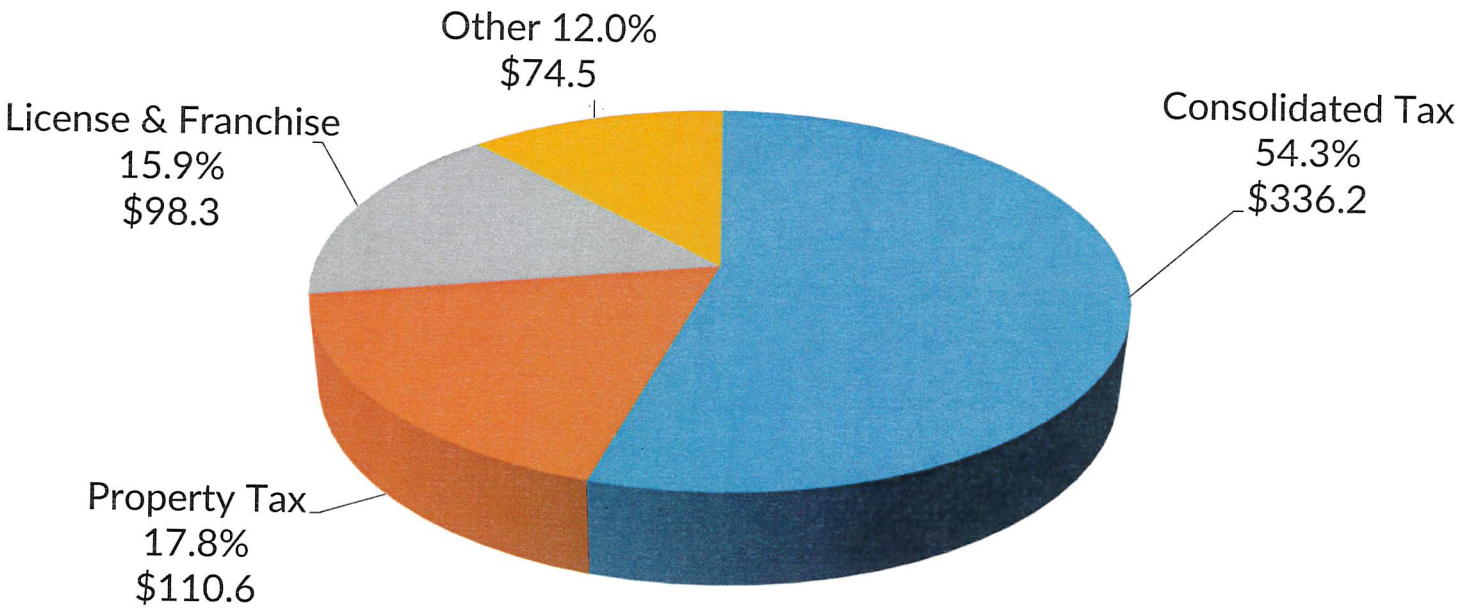
Property Tax History

($ in millions)



FY20 General Fund Revenues

(Total $619.6 by category expressed in millions)



FY20 Expenditure Assumptions

Sustain programs and expand in priority areas

- Collective Bargaining Agreements; IAFF, POA and PPA – Open
- Increase in O&M costs for assets being turned back from 3rd parties
- Realignment of employee benefit rate to actual costs
- Full funding of 3rd group of marshals
- Staffing for Fire Station 103
- $5M to Capital to start funding repairs and maintenance of assets
- Vacancy rate for all departments 3%; Fire at 6%
- Metro requested increase at 6.4%
  - 33 civilian and 50 officers (maintain ratio of 2/1,000)
- Transfer of 12 positions from General Fund to Sanitation Fund

FY20 Budget Assumptions

Expanded Recommendations

	$ in Millions
Addition of 13 New Marshals for Fiscal Year 2020	2.2
Addition of New Engine Company at Fire Station 103	1.9
Department of Public Safety and Fire Staffing and Medical Supply Increase	2.5
Increase in Parks and Medians Maintenance Funding	1.0
New Cashman and Central Library Maintenance and Utilities	1.0
Increase to METRO Funding	9.6
Cemetery Operations – May and June 2020	0.2
Miscellaneous Contractual and Other Ancillary Items	1.7
One Time Funding Requests such as Rate Studies and Vehicles	1.7
Downtown Loop and Animal Foundation Life Saving Mission	1.1
Total	**22.9**

Position Recommendations

- ✓ **General Fund – 30**
  - 1 – City Clerk – Records Analyst
  - 8 – Department of Public Safety – Administrative Support
  - 13– Fire & Rescue – Fire Station 103 staffing
  - 1 – Fire & Rescue – Senior Management Analyst
  - 1 – Fire & Rescue – Fire Administrative Battalion Chief
  - 1 – Fire & Rescue – Communications Specialist – Nurse Call Lines
  - 1 – Fire & Rescue – Senior Business Specialist
  - 1 – Fire & Rescue – Fire Fleet Supervisor
  - 1 – Operations & Maintenance – Maintenance Worker
  - 1 – Operations & Maintenance – Irrigation Systems Repairer
  - 1 – Planning – Historic Preservation Officer

Position Recommendations

- ✓ **Other Funds – 12.5**

Enterprise Funds

1 – Public Works – Senior Industrial Electrician

1 - Public Works – Senior Instrument Technician

2 - Operations & Maintenance – Maintenance Workers - Downtown

1 - Operations & Maintenance – Maintenance Worker – Encampment

2 – Operations & Maintenance – Maintenance Workers – Storm

0.5– Parking – Curb Allocation Task Force

3 – Building & Safety – Combination Inspectors

1 - Building & Safety – Special Inspections Auditor

Internal Service Funds

1 – Fire Communications – Communications Specialist Supervisor

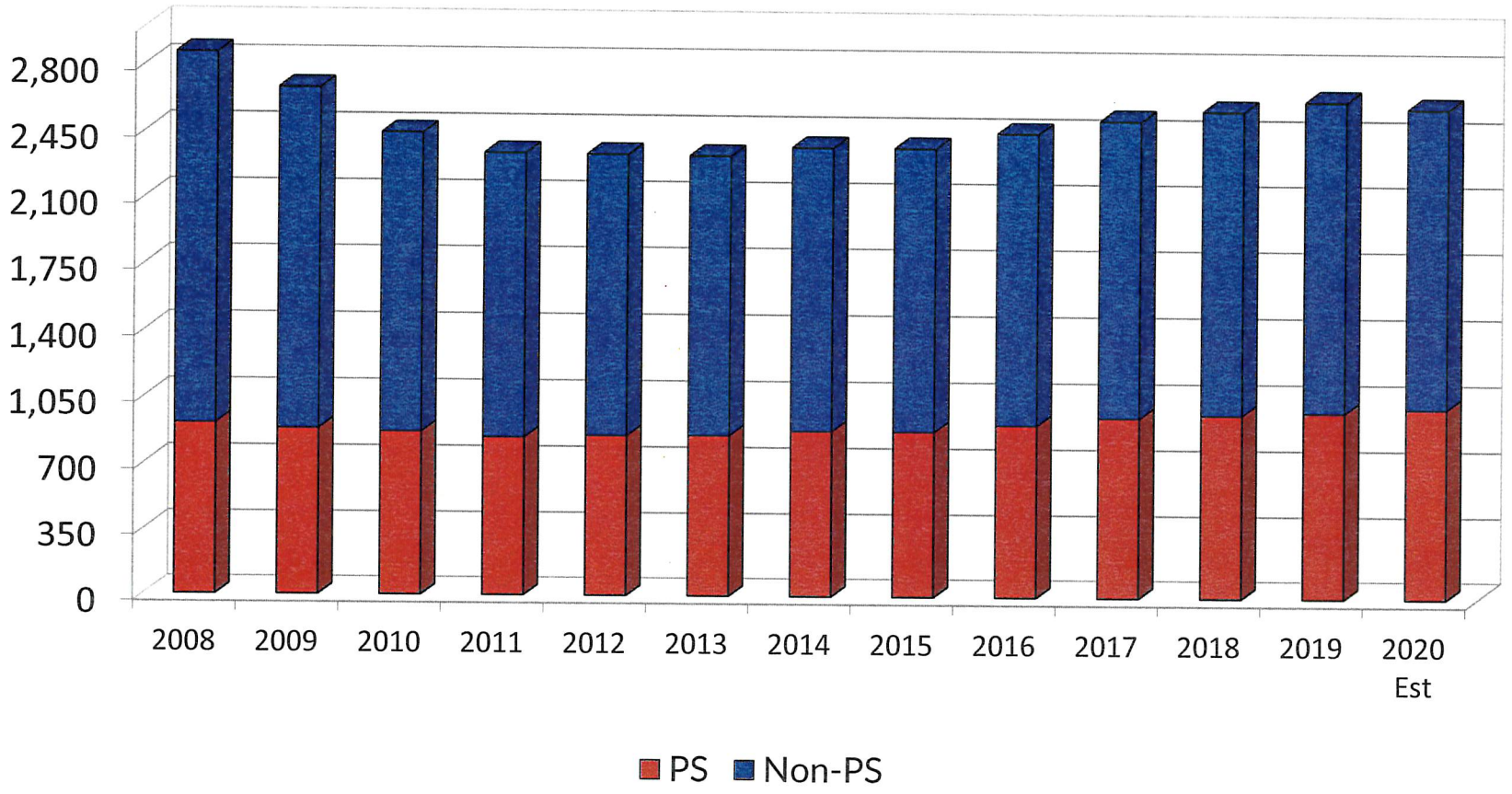
FY20 Expenditure Assumptions (cont.)

- Frozen Positions (77) in non-critical areas total $7.6M in General Fund to offset new positions
- 42.5 new and restored positions

	New	Transfer	Frozen	Net
General Fund	30.0	(12.0)	(65.0)	(47.0)
Other Funds	12.5	12.0	(12.0)	12.5
Total	42.5	---	(77.0)	(34.5)
Public Safety	26.0	---	(7.0)	19.0
Non-Public Safety	16.5	---	(70.0)	(53.5)
Total	42.5		(77.0)	(34.5)

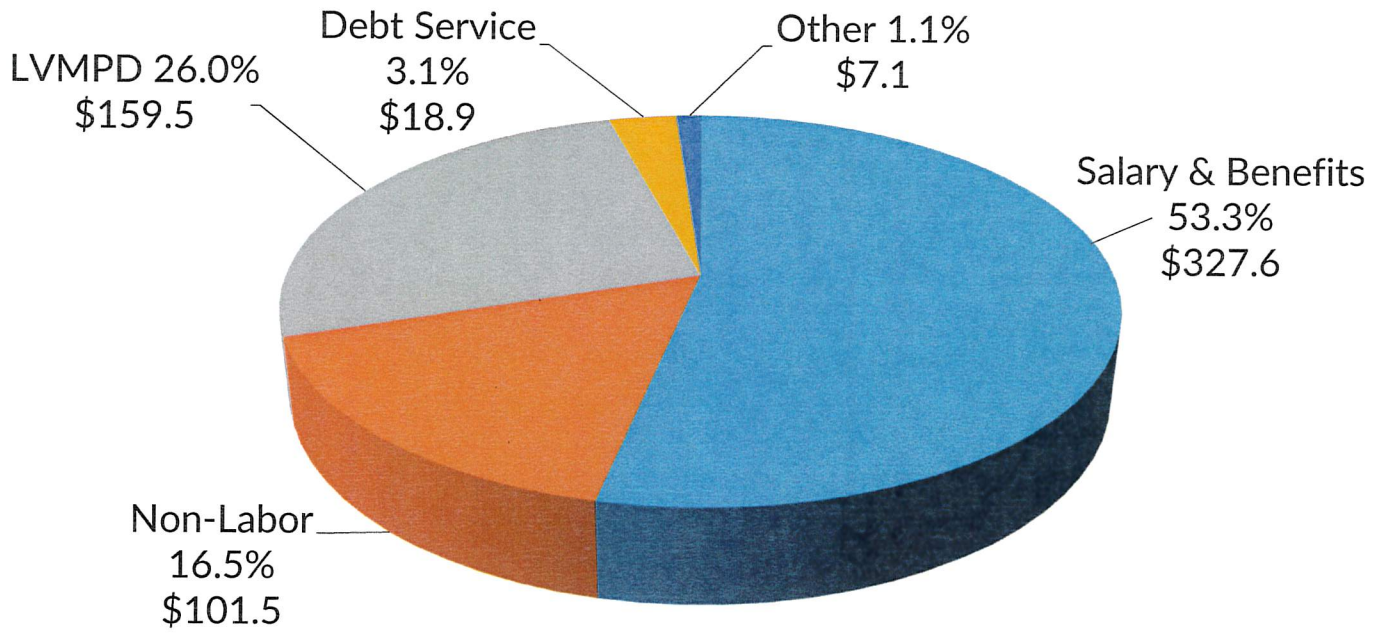
Full Time Employee History

Non-Public Safety employment (full-time) remains 19% below FY08 levels
Public Safety is 12% higher than 2008



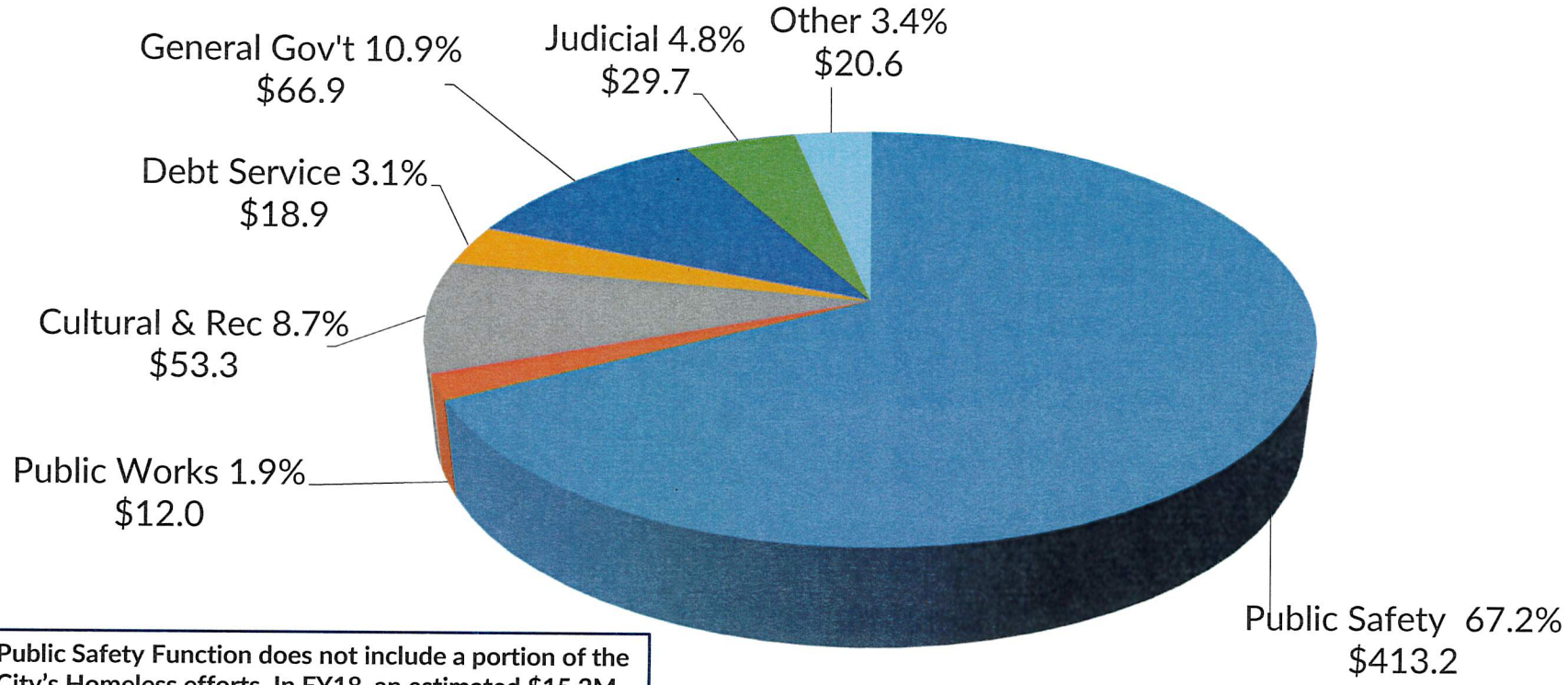
FY20 General Fund Expenditures

(Total $614.6 by category expressed in millions)



FY20 General Fund Expenditures

(Total $614.6 by function expressed in millions)

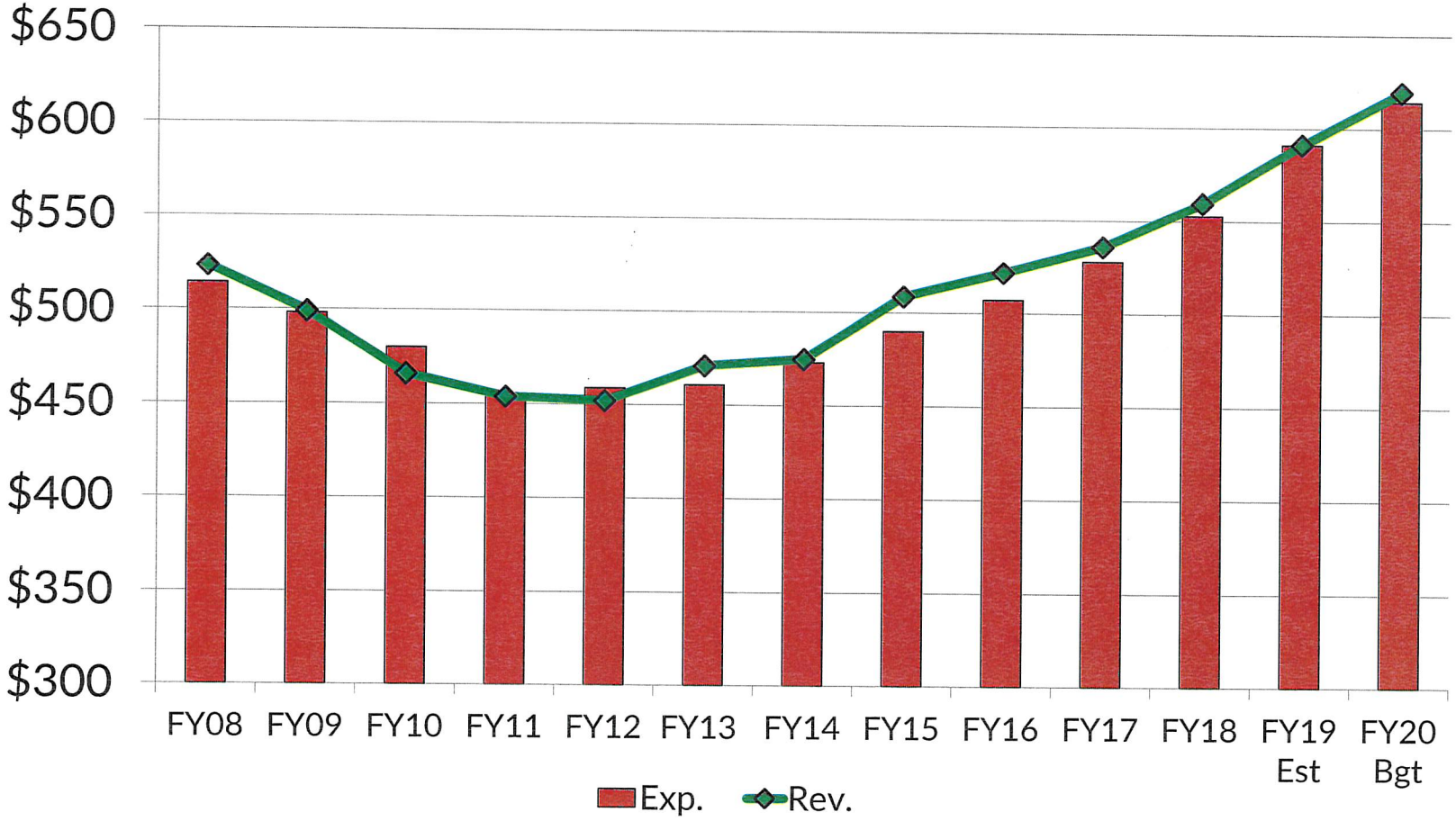


Public Safety Function does not include a portion of the City's Homeless efforts. In FY18, an estimated $15.2M was spent in various City departments.

FY20 Tentative Budget

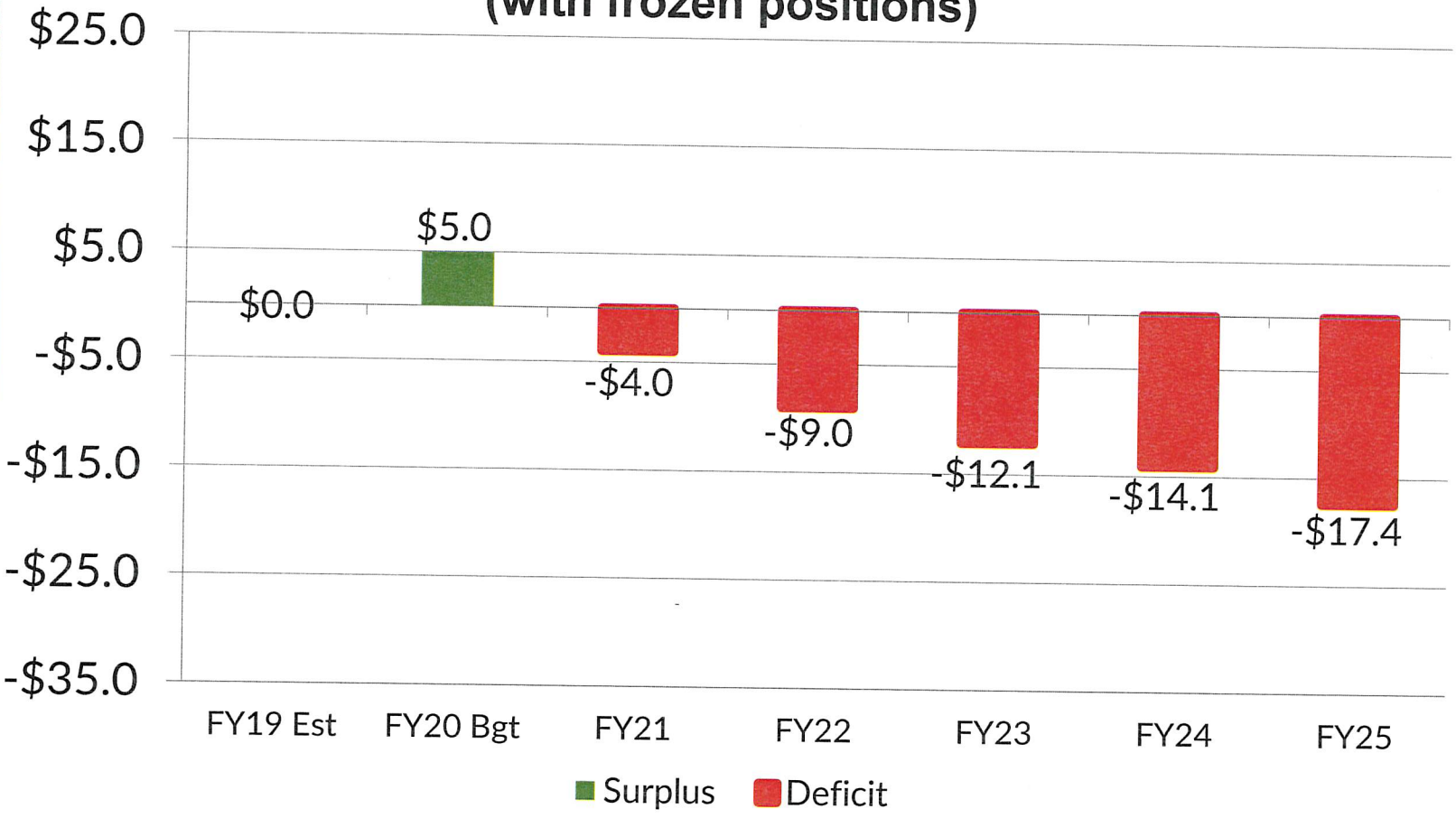
	FY18 Actual	FY19 Est	FY20
Consolidated Tax	302.1	320.2	336.2
Property Tax	100.5	105.8	110.6
License & Franchise	92.5	98.5	98.3
Other	62.8	65.2	72.6
Transfers In from Other Funds	1.7	1.7	1.9
Revenues	559.6	591.4	619.6
Wages & Benefits	302.8	306.0	327.6
Non-Labor	83.8	95.6	101.5
LVMPD - Operations	142.3	149.9	159.5
Transfer out - Debt Service	16.5	17.9	18.9
Transfer out - Capital	---	13.9	5.0
Transfer out – Other Funds	2.4	2.1	2.1
One Time Augmentations	5.2	6.0	---
Expenditures	553.0	591.4	614.6
Excess (Shortfall)	6.6	---	5.0
Fund Balance	118.7	118.7	123.7
Fund Balance	*21.2%*	*20.1%*	*20.0%*

General Fund Rev. & Exp. Trending



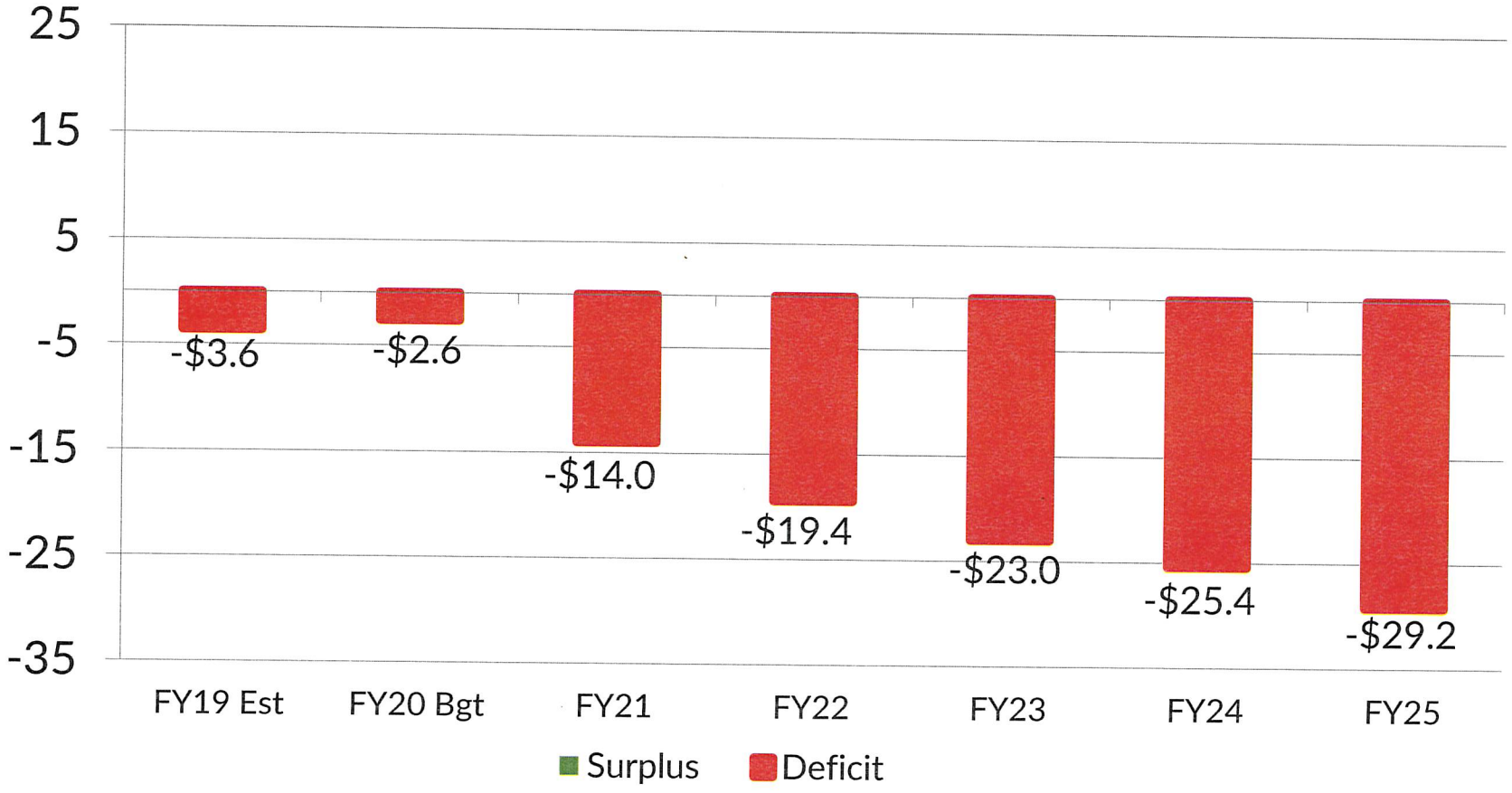
General Fund Forecast

(with frozen positions)



General Fund Forecast

(without frozen positions)



FY20 Capital Improvement Plan

Project funding from various sources (with some restricted to eligible funding source use)

- 5 Cent Ad Valorem
- 1% Room Tax
- Community Development Block Grant Program (CDBG)
- Residential Construction Tax

Reallocation of existing project funding (closed-out projects)

General Fund/Fund Balance Transfer-In ($13.9M from FY19)

General Fund Transfer-In ($5M in FY20)

Medicaid Reimbursement ($9.5M from FY18)

FY20 Capital Improvement Plan (cont.)

Major Projects:

- Fire Services apparatus and equipment replacement- $9.2M
- Corridor of Hope Courtyard medical clinic - $4.5M
- Downtown Courthouse FF&E and security- $5M
- Strategic Land Acquisition - $5M

FY20 Capital Improvement Plan (cont.)

FY20 new capital project allocation:

Total allocation from various sources is $41M

Does not include those projects approved and allocated funding by regional agencies (RTC; RFCD; NDOT)

Major Allocation by category:

- Public Safety – $17.0M
- City Facilities - $12.1M
- Neighborhood Recreational Facilities - $5.9M
- Technology - $3.5M
- Road and Flood - $1.4M
- Other - $1.1M

Total of 64 new projects for FY20
Five year 2020-2024 Capital Program - $1.08B

Redevelopment Agency

- Fiscal Trends
  - Assessed value increase in FY18 at 12% , FY19 at 32% and FY20 at 6.1%
  - Tax increment Revenue growth in FY18 at 10.4%, FY19 at 15.6% and FY20 at 7.5%
  - Continue Smith Center pay back of $20M note
    - $5M projected to be due as of June 30, 2020
- Marketing of Medical District
- Symphony Park Development
- Office Tenant Incentive Program
- New Market Tax Credits Allocations
- Contribution to City of $1.9M for maintenance in RDA area
- Contribution to FSE (debt issuance and cash) – Canopy to be completed by 12/31/19
- City Hall Park Development
- LIITE – Smart Cities Innovation
  - Bank of America Building
  - 5th Street School

Redevelopment Agency

	FY18 Actuals	FY19 Estimate	FY20 Budget
Revenue			
Tax Increment	18.0	21.3	22.9
Less 18% set aside	(3.2)	(3.8)	(4.1)
Other/Contributions	26.9	15.7	9.8
Total Revenue	41.7	33.2	28.6
Expenditures			
Operations	4.4	5.8	7.3
Debt Service	6.9	9.6	11.5
Tax Increment Financing	1.3	1.3	1.4
Contribution to CLV GF	1.7	1.7	1.9
Contribution to CLV CIP	5.0	4.0	---
Program Expense	0.7	13.7	22.6
Total Expenditures	20.0	36.1	44.7
Excess (Shortfall)	21.7	(2.9)	(16.1)
Beginning Fund Balance	26.2	47.9	45.0
Ending Fund Balance	47.9	45.0	28.9

FY20 Tentative Budget - All Funds

	FY18 (Actuals)	FY19 (Est)	FY20 (Budget)
General Fund	$549M	$574M	$614M
Special Revenue Fund	$74M	$88M	$131M
Capital Program	$139M	$184M	$536M
Debt Service Fund	$56M	$56M	$223M
Permanent Fund	$0.3M	$0.3M	$0.3M
Enterprise Funds	$123M	$134M	$147M
Internal Service Fund	$249M	$262M	$152M
Total Budget	$1.2B	$1.3B	$1.8B
FTE Staffing Level	2,590	2,644	2,687
City Population	630K	633K	644K

Budget Policy Reserve Levels Changes

General Fund

Current: 12% fund balance with 20% aspirational goal

Proposed: 20% of prior year General Fund expenditures

Recommend closing Fiscal Stabilization Fund to prefund:

- Future Capital Needs
- Animal Foundation Life Saving Mission
- Downtown Loop

Automotive Internal Service Fund

Current: 10% operating expense & 25% capital expense of prior year

Proposed: 10% operating expense plus two years of projected capital

Budget Policy Reserve Levels Changes

Employee Benefits Internal Service Fund

Current: 25% operating expense of prior year

Proposed: 10% operating plus two times the average of the last five years workers comp claims paid

Liability Insurance & Property Damage Internal Service Fund

Current: 10% operating expense & 25% capital expense of prior year

Proposed: 10% operating plus two times the average of the last five years claims paid

Reimbursable Expenses

Current: 10% operating expense & 25% capital expense of prior year

Proposed: 10% of non-payroll expense of the prior year

Next Steps

Filing of Tentative – April 15, 2019

Budget Hearing - May 20, 2019
(Special Council Meeting)

Filing of Final - June 1, 2019

Filing of 5-Year CIP – August 1, 2019

Key Budget Takeaways

- Revenue growth rate not keeping pace with expenditure growth causing a structural deficit in 5 year forecast
  - Average revenue growth rate of 3.5%
  - Average expenditure growth rate of 4.2%
- Expanded in priority areas of Public Safety, Metro, Marshals for Parks Security, Mobile Integrated Health Care
- Homeless Initiatives to be funded by proposed BDR or other alternatives
- Team 2020 addressing structural deficit
- Vacancy management
- Use of one time money for capital needs

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
42

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
Discussion for possible action regarding the approval of a Tavern-Limited License RED WOLF DEAD, LLC dba BEAUTY BAR at 517 Fremont Street, Suite #150 - Ward 3 (Coffin).

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Discussion for possible action regarding the approval of a Tavern-Limited License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

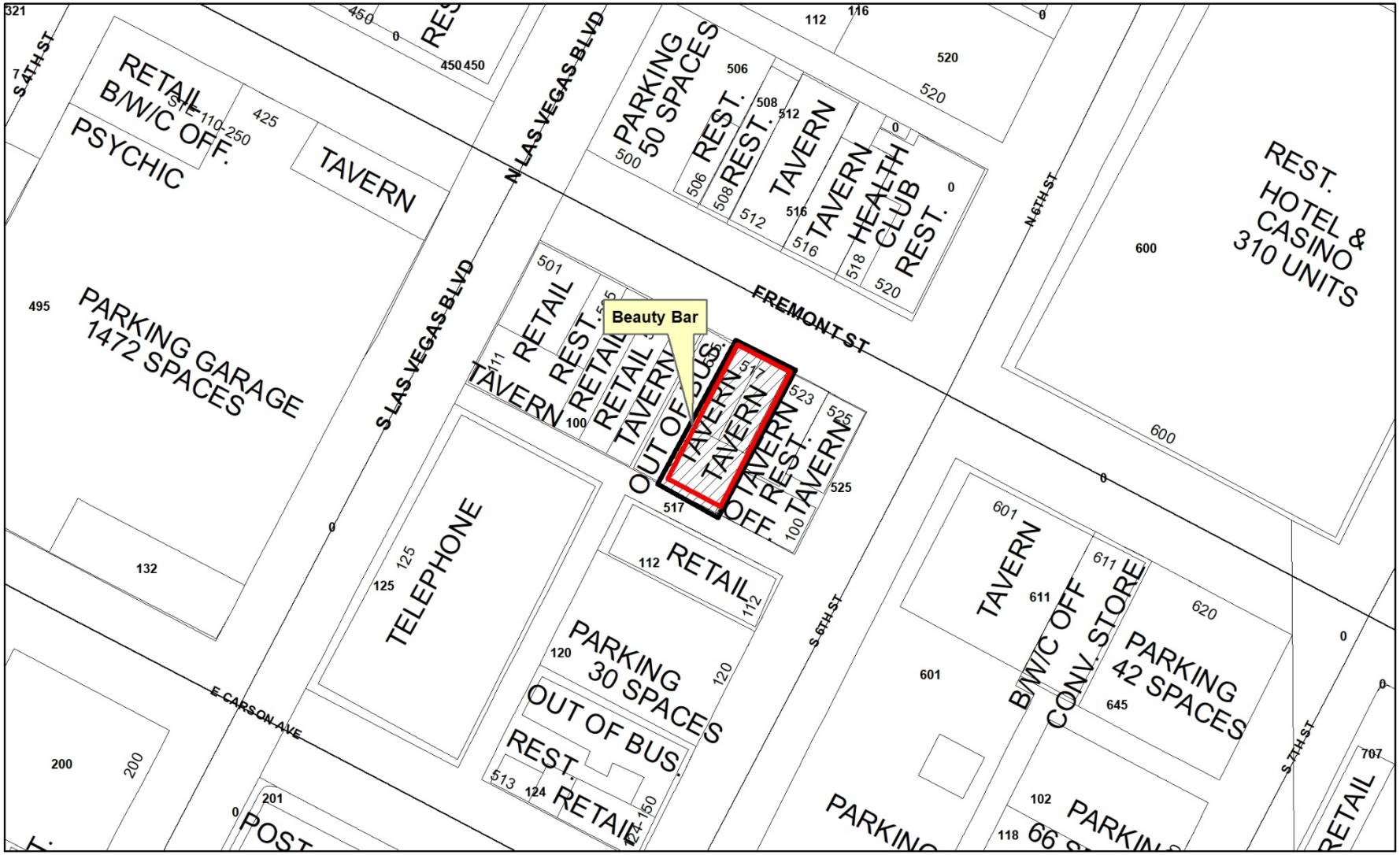
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: Discussion for possible action regarding the approval of a Tavern-Limited License RED WOLF DEAD, LLC dba BEAUTY BAR at 517 Fremont Street, Suite #150 - Ward 3 (Coffin)

OWNERSHIP:

RED WOLF DEAD, LLC
Eloheleh, LLC, Managing Member
Roxie Amoroso, Managing Member
Hoss Campt Two LLC, Member
Richard Corey Harrison, Managing Member
Downtown Investments, LLC, Member
Melisa L. Beuchat, Managing Member
David Saxe Productions, Inc., Member
David Saxe, President, Secretary, Treasurer, Director, Shareholder



Beauty Bar
517 Fremont Street, Suite #150
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: Thursday, March 14, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
43

DEPARTMENT: Planning **DISCUSSION**

DIRECTOR: Robert Summerfield

SUBJECT:
Discussion for possible action regarding the approval of a Tavern License for a Change of Ownership FROM: HRE HOLDINGS, LLC TO: FAT TUESDAY-NEONOPOLIS, LLC dba FAT TUESDAY at 450 Fremont Street, Suite #101 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Tavern License for a Change of Ownership.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map
3. Submitted after Final Agenda - Abeyance Request Letter

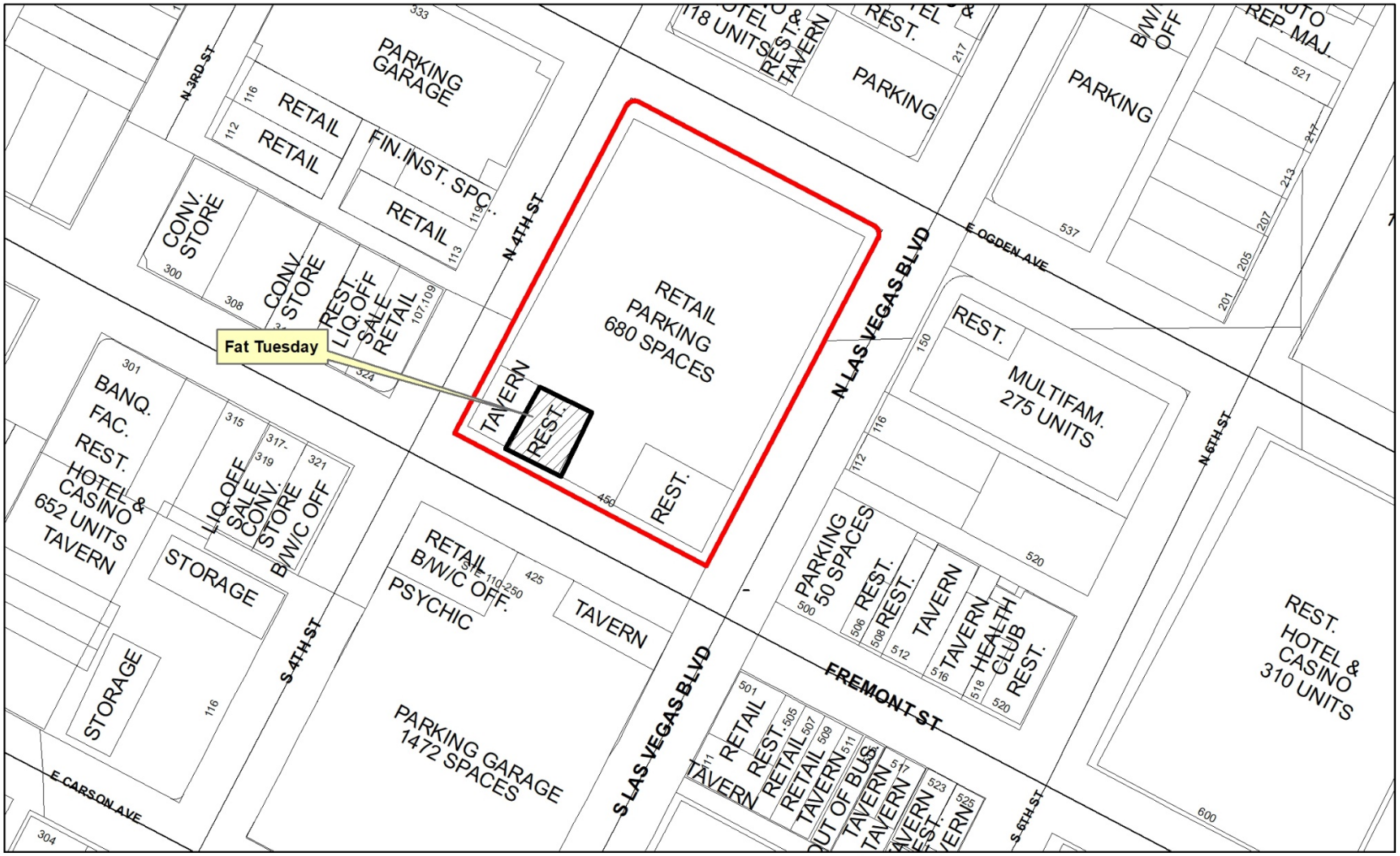
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: Discussion for possible action regarding the approval of a Tavern License for a Change of Ownership FROM: HRE HOLDINGS, LLC TO: FAT TUESDAY-NEONOPOLIS, LLC dba FAT TUESDAY at 450 Fremont Street, Suite #101 - Ward 5 (Crear)

OWNERSHIP:

FAT TUESDAY-NEONOPOLIS, LLC
- Briggs of Neonopolis, Inc., Managing Member
  - David Briggs, Director
  - Briggs Investments, Inc., Shareholder
    - David A. Briggs, Jr., President, Shareholder
    - Travis L. Briggs, Shareholder
    - William T. Walker, Shareholder
    - Rhett B. Briggs, Shareholder
- EC NV Retail Holdings, LLC, Member
  - Michael Viellion, Managing Member
  - Barry Moore, Member



Fat Tuesday
450 Fremont Street, Suite #101
WARD 5

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 12, 2019

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE
STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

RECEIVED
CITY CLERK
2019 APR -1 P 2:30

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

March 29, 2019

Via Fax: (702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: Request for 30 Day Hold
April 3, 2019 Las Vegas City Council Items 43
Fat Tuesday-Neonopolis, LLC

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **April 3, 2019** until the Las Vegas City Council hearing of **May 1, 2019**.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,
KAEMPFER CROWELL

Stephanie H. Allen

SHA/adb
cc: Mike Viellion

Submitted after final agenda
Date 4/1/19 Item 43

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
44

DEPARTMENT: Public Works **DISCUSSION**
DIRECTOR: Mike Janssen

SUBJECT:
Public hearing on local improvement district for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance - FY2020) - Ward 1 (Tarkanian)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements from July 1, 2019 through June 30, 2020 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 FY2020)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2019-1 for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2020) (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 6, 2019, 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 3, 2019, 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 28, 2019, 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 28, 2019, 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 6, 2019.

LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
45

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 FY2020 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Public hearing on the final Assessment Roll for annual funding of the maintenance of the Fremont Street Neighborhood Improvement Project. Assessments for the maintenance district will be suspended from July 1, 2019 through June 30, 2020 due to a surplus of funds acquired through previous assessments. Although no assessments are being levied, NRS requires the maintenance district to be levied each year. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Public hearing only; no action required.

BACKUP DOCUMENTATION:
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 FY2020 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2019-2 for City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District FY2020 (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 6, 2019, 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 3, 2019, 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 28, 2019, 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 28, 2019, 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 6, 2019.

LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
46

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
RESOLUTIONS:

R-12-2019 - Discussion for possible action to approve a Resolution for a Partnership between University of Nevada, Las Vegas-Greenspun College of Urban Affairs and City of Las Vegas to Develop a Community Resilience Framework - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City Council has previously adopted sustainability resolutions including the Strategy for Community Resilience, Net-Zero Energy, and Sustainability (R-32-2017). Given past events that have caused shocks and stresses to the city's economy, environment, and the community at large, the City and University of Nevada, Las Vegas (UNLV) have entered into discussions on ways both entities can support each other on matters of resilience and the ability of the region to recover and function. This resolution would formalize a partnership between the City and UNLV and create a Chief Resilience Officer to lead a collaborative discussion with regional stakeholders to develop and implement a community resilience framework.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-12-2019

RESOLUTION FOR A PARTNERSHIP BETWEEN UNIVERSITY OF NEVADA, LAS VEGAS-GREENSPUN COLLEGE OF URBAN AFFAIRS AND CITY OF LAS VEGAS TO DEVELOP A COMMUNITY RESILIENCE FRAMEWORK

WHEREAS, the City Council of the city of Las Vegas ("City") has developed a solid policy foundation for building a sustainable and resilient community by adopting the Climate protection and Green Building Resolutions in 2006, the Sustainable Energy Strategy in 2008, and the Community Resilience and Net Zero Energy Resolution in 2017; and

WHEREAS, the City has invested more than $70 million in renewable energy and energy efficiency, water conservation, recycling, and alternative transportation projects;

WHEREAS, investments in environmental sustainability have reduced the annual cost of electricity by $6 million, increased recycling rates to over 50% of the total waste stream, and reduced water consumption by 125 million gallons annually; and

WHEREAS, the City has reached its goal of 100% renewable electricity and reduced greenhouse gas emissions 90% below 1990 levels; and

WHEREAS, the City is developing a new master plan that considers infrastructure, economic development, public service provision, and community quality of life; and

WHEREAS, the University of Nevada, Las Vegas ("UNLV") is classified R-1 as a very high research institute by the Carnegie Classification of Institutions of Higher Education; and

WHEREAS, UNLV's Greenspun College of Urban Affairs has 2,800 students in three doctoral and fifteen master's academic programs, including Criminal Justice, Communication Studies, Journalism and Media Studies, Social Work, and Public Policy and Leadership; and

WHEREAS, the City and UNLV Greenspun College of Urban Affairs mutually agree that previous, current, and future man-made and environmentally caused shocks and stresses to Las Vegas, including but not limited to terrorism, drought, economic recession, or hazardous materials accidents, may have far-reaching impacts to the community, the regional economy, and infrastructure, demonstrating the need for greater resilience in the city and its ability to recover and function; and

WHEREAS, by engaging in a local government-higher education partnership, Las Vegas can study shocks and stresses that could impact the entire community and collaborate with other community stakeholders that will result in the dissemination of critical information to guide urban management and policy decisions; and

WHEREAS, a collaborative effort between the City and UNLV Greenspun College of Urban Affairs can leverage resources and relationships to build community leadership and develop a framework that places Las Vegas and southern Nevada on a path to becoming a sustainable and resilient city for generations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AS FOLLOWS:

1. The City and University of Nevada, Las Vegas Greenspun College of Urban Affairs will work collaboratively with each other and community stakeholders to develop and implement a community resilience framework.

2. The City will develop the position of Chief Resilience Officer ("CRO") to inform the Mayor and City Council, the City Manager, the Office of Sustainability, the departments of the City, and the Dean of the Greenspun College of Urban Affairs at the University of Nevada, Las Vegas. The CRO will review the City's shocks, stresses, and capacities, consider current planning and economic development strategies, gain perspectives from public, private, and non-profit sectors, and identify actionable initiatives to address resilience issues.

3. UNLV will lend research and academic support from institutional experts to support the CRO in making any resilience and sustainability findings and recommendations for consideration in accordance with implementing agreements.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2019.

CITY OF LAS VEGAS

By:_____
Carolyn G. Goodman, Mayor

ATTEST:

By:_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 3/20/19
John S. Ridilla Date
Chief Deputy City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
47

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee James Wright to the Southern Nevada Health District Public Health Advisory Board

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Public Health Advisory Board was created by the 78th Session of the Nevada Legislature. The board consists of a mix of representatives of the medical community, a resident from each city in the county and an environmental specialist. LeQwan McDowell previously held this seat, with a term expiration of June of 2019, and he has resigned. Unexpired terms on this board must be filled. Mr. Wright is eligible and wishes to be appointed.

RECOMMENDATION:
That the Council appoint Mr. Wright or instruct staff to bring forward an item to a future meeting to make a new appointment.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

2-25-2019

SOUTHERN NEVADA HEALTH DISTRICT
Public Health Advisory Board

MEMBER	ZIP CODE	DATE APPT.	TERM EXP.
VACANT (Replaces LeQwan McDowell who resigned)			6-10-2019

Purpose: In 2015, SB314 was enacted revising provisions governing certain health districts. NRS439 was thereby amended to create a public health advisory board in counties with a population of 700,000 or more. This 8 member board will advise the Southern Nevada District Board of Health on matters relating to local public health planning and policy.

Authority: NRS439

Term: 2 years

Appointees: Per Section 3(3), one resident of each city in the county selected by the governing body of such city. (cont.)

Notes: Unexpired terms must be filled in the same manner as the original selection.

Dr. Joseph P. Iser
Chief Health Officer
Southern Nevada Health District
280 S. Decatur Blvd
Las Vegas NV 89107

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
48

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-6 - For possible action - Amends the Land Use Tables contained in LVMC 19.12.010 to provide that the use "Crop Production" is allowed in the C-1 and C-2 Zoning Districts as a conditional use. Sponsored by: Councilman Steven G. Seroka

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the Land Use Tables contained in LVMC 19.12.010 to provide that the use "Crop Production" is allowed in the C-1 and C-2 Zoning Districts as a conditional use. The amendment is intended to allow and encourage the concept of urban farming on an appropriate scale.

RECOMMENDATION:
ADOPTION at the 4/3/2019 City Council Meeting pursuant to the 3/18/2019 Recommending Committee Meeting.

First Reading – 3/6/2019 First Publication – 3/21/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-6

BILL NO. 2019-6

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE LAND USE TABLES CONTAINED IN LVMC 19.12.010 TO PROVIDE THAT THE USE "CROP PRODUCTION" IS ALLOWED IN THE C-1 AND C-2 ZONING DISTRICTS AS A CONDITIONAL USE, AND TO PROVIDE FOR OTHER RELATED MATTERS

Sponsored by: Councilman Steven G. Seroka

Summary: Summary: Amends the Land Use Tables contained in LVMC 19.12.010 to provide that the use "Crop Production" is allowed in the C-1 and C-2 Zoning Districts as a conditional use.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Crop Production" to indicate that the use is allowed as a conditional use in the C-1 and C-2 Zoning Districts. In order to reflect the amendment, the letter "C" shall be inserted in the box that represents the intersection of the row for the use "Crop Production" and the column for each of the C-1 and C-2 Zoning Districts.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.12.010 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Section 2 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby

declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-20-19
_____
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 _____, 2019, 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 _____, 2019, 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 3, 2019

Agenda Item No.:
49

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-7 - For possible action - Amends LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet. Sponsored by: Councilwoman Michele Fiore

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet. The amendment will allow more flexibility in development while maintaining consistency with corresponding plans and documents that pertain to development within the R-E District.

RECOMMENDATION:
ADOPTION at the 4/3/2019 City Council Meeting pursuant to the 3/18/2019 Recommending Committee Meeting.

First Reading – 3/6/2019 First Publication – 3/21/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-7

BILL NO. 2019-7

ORDINANCE NO. _____

AN ORDINANCE TO AMEND 19.06.060 TO REDUCE THE MINIMUM LOT SIZE FOR DEVELOPMENT WITHIN THE R-E ZONING DISTRICT FROM TWENTY THOUSAND SQUARE FEET TO EIGHTEEN THOUSAND SQUARE FEET, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore

Summary: Amends LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance. The amendments is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 6, Section 60, is hereby amended by amending language within Table 1 thereof to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet. In order to reflect the amendment, the above-referenced Table 1 is deleted and replaced by the Table 1 that is attached to and incorporated by this Ordinance.

SECTION 3: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Section 2 of this Ordinance.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase

thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-20-19
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 _____, 2019, 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 _____, 2019, 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

Table 1 - BUILDING PLACEMENT (see Figure 1)		
A.	Minimum Lot Size Minimum Lot Width	18,000 square feet 100 feet [1]
B.	Max. Lot Coverage Dwelling Units per Lot	NA 1
C.	Minimum Front Yard Setback	50 feet to public street [2] 30 feet to private street or access easement [3]
D.	Minimum Side Yard Setback	10 feet
E.	Minimum Corner Side Yard Setback	15 feet
F.	Minimum Rear Yard Setback	35 feet

Footnotes:

1. Notwithstanding the minimum lot width in this Table, lots located along the circular portion of a cul-de-sac or a knuckle portion of a street may be reduced to a minimum of 30 feet in width at the front property line, provided the average lot width meets the required lot width.
2. The minimum front setback for an attached, open porte cochere is 30 feet.
3. For lots located on a cul-de-sac or a street knuckle, the minimum front yard setback shall be 20 feet from the edge of the private street or access easement.

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
50

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-8 - For possible action - Amends the Interim Downtown Las Vegas Development Standards set forth in Appendix F of the Unified Development Code (Title 19) to adopt specific wall and fence standards for Area 2 of the Downtown Las Vegas Overlay District. Sponsored by: Councilman Bob Coffin (by request of staff)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the Interim Downtown Las Vegas Development Standards set forth in Appendix F of the Unified Development Code (Title 19) to adopt specific wall and fence standards for Area 2 of the Downtown Las Vegas Overlay District. The amendment is intended to establish standards and limitations that will help preserve and protect the aesthetic look desired for this critical area.

RECOMMENDATION:
ADOPTION at the 4/3/2019 City Council Meeting pursuant to the 3/18/2019 Recommending Committee Meeting.

First Reading – 3/6/2019 First Publication – 3/21/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-8

BILL NO. 2019-8

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE INTERIM DOWNTOWN LAS VEGAS DEVELOPMENT STANDARDS SET FORTH IN APPENDIX F OF THE UNIFIED DEVELOPMENT CODE (TITLE 19) TO ADOPT SPECIFIC WALL AND FENCE STANDARDS FOR AREA 2 OF THE DOWNTOWN LAS VEGAS OVERLAY DISTRICT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin (by request of staff)

Summary: Amends the Interim Downtown Las Vegas Development Standards set forth in Appendix F of the Unified Development Code (Title 19) to adopt specific wall and fence standards for Area 2 of the Downtown Las Vegas Overlay District.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance. The amendment is (and the reference to Appendix F refers) to Appendix F of the Unified Development Code, which contains and is titled Interim Downtown Las Vegas Development Standards. New material is underlined. The amendment is deemed to be an amendment to Ordinance No. 6289 and to the Unified Development Code adopted as Title 19.

SECTION 2: Section C.2.a of Appendix F (referring to DTLV-O Area 2) is hereby amended to read as follows:

2. Area 2

a. DTLV-O Area 2 Standards

All development occurring within Area 2 of the DTLV-O (Downtown Las Vegas Overlay) (See Fig. 32) shall conform to Title 19 of the Las Vegas Municipal Code.

i. Area 2-Specific Wall and Fence Standards

The maximum height of any wall or fence erected between the front property line and the primary structure shall not exceed five (5) feet, and the maximum height of any solid wall or fence shall not exceed two (2)

feet. Notwithstanding the preceding sentence or Subparagraph (b) below, the Director may approve wall or fence heights in excess of the height limitations of the preceding sentence if the additional heights are necessary to satisfy screening requirements set forth in this Title. For purposes of these Area 2-Specific Wall and Fence Standards, a solid wall or fence is any wall or fence that is opaque for over sixty percent of its surface, as viewed perpendicularly from the right-of-way line.

b. DTLV-O Area 2 Deviation

Any deviation from Title 19 Development Standards that supports the City's goals as expressed in the Vision 2045 Downtown Las Vegas Masterplan and the districts' goals and descriptions as per Chapter II of this document may only be granted by the City Council when supported through clear and convincing evidence, and shall require the approval of a Waiver per Section A.8.b of this document.

SECTION 3: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Section 2 of this Ordinance.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-20-19
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 _____, 2019, 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 _____, 2019, 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 3, 2019

Agenda Item No.:
51

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-9 - For possible action - Amends LVMC 19.06.120 to remove the building height limitation generally applicable to main buildings in the R-4 Zoning District. Sponsored by: Mayor Carolyn G. Goodman

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 19.06.120 to remove the building height limitation generally applicable to main buildings in the R-4 Zoning District. The amendment will help facilitate development that is consistent with the purpose and intent of the district while still maintaining appropriate protections for neighboring properties.

RECOMMENDATION:
ADOPTION at the 4/3/2019 City Council Meeting pursuant to the 3/18/2019 Recommending Committee Meeting.

First Reading – 3/6/2019 First Publication – 3/21/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-9

BILL NO. 2019-9

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 19.06.120 TO REMOVE THE BUILDING HEIGHT LIMITATION GENERALLY APPLICABLE TO MAIN BUILDINGS IN THE R-4 ZONING DISTRICT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Amends LVMC 19.06.120 to remove the building height limitation generally applicable to main buildings in the R-4 Zoning District.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 and 3 of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 6, Section 120, is hereby amended by amending language within Table 3 thereof to remove the building height limitation generally applicable to main buildings in the R-4 Zoning District, and to add footnotes to the table pertaining to residential adjacency and mixed-use developments in certain locations. In order to reflect those amendments, the above-referenced Table 3, along with Figure 3, are deleted and replaced by the Table 3 and Figure 3 that are attached to and incorporated by this Ordinance.

SECTION 3: Title 19, Chapter 6, Section 120, is hereby further amended by amending Footnote 1 of Table 1 thereof to read as follows:

1. The maximum density is unlimited. However, the [height limit on development imposes a de facto limitation on density in all areas except as provided for by LVMC 19.06.040 (I).] application of standards set forth in LVMC 19.06.040(I) and any height limit on development may impose a de facto limitation on density in all areas.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 and 3 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-20-19
_____
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 _____, 2019, 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 _____, 2019, 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:

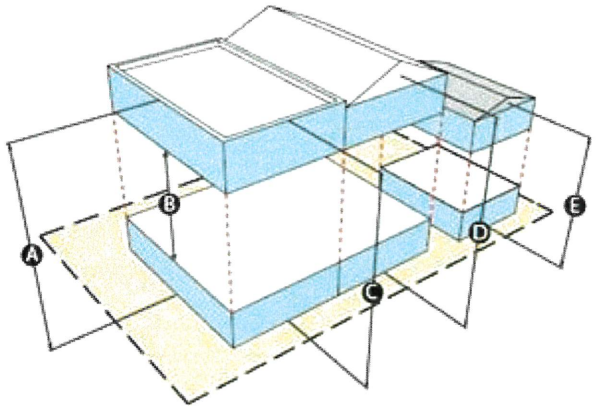
By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

Table 3 - BUILDING HEIGHT (see Figure 3)		
A.	Stories	NA
B.	Floors	NA
C.	Flat Roof - Max. Height	NA [1, 2]
D.	Pitched Roof - Max. Height	NA [1, 2]
E.	Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less

Figure 3 - Building Height



Footnotes:

1. Building heights may be affected by the residential adjacency standards set forth in LVMC 19.06.040(I).
2. For parcels that are outside the Neighborhood Revitalization Area, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of the foregoing, the "Neighborhood Revitalization Area" means the area so designated in the Las Vegas 2020 Master Plan adopted by Ordinance No. 5250, as the boundaries of that area may be amended from time to time.

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
52

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-10 - For possible action - Amends various provisions of LVMC Titles 6 and 19 to establish the licensing and land-use means and limitations by which brew pubs and ancillary brew pubs may sell malt beverages for off-premise consumption. Sponsored by: Councilman Bob Coffin

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend various provisions of LVMC Titles 6 and 19 to establish the licensing and land-use means and limitations by which brew pubs and ancillary brew pubs may sell malt beverages for off-premise consumption. This type of business model is becoming more prevalent and is permissible under State law with certain limitations, but is not an option under current City Code provisions. This bill will make the necessary adjustments.

RECOMMENDATION:
ADOPTION at the 4/3/2019 City Council Meeting pursuant to the 3/18/2019 Recommending Committee Meeting.

First Reading – 3/6/2019 First Publication – 3/21/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-10

BILL NO. 2019-10

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROVISIONS OF LVMC TITLES 6 AND 19 TO ESTABLISH THE LICENSING AND LAND-USE MEANS AND LIMITATIONS BY WHICH BREW PUBS AND ANCILLARY BREW PUBS MAY SELL MALT BEVERAGES FOR OFF-PREMISE CONSUMPTION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends various provisions of LVMC Titles 6 and 19 to establish the licensing and land-use means and limitations by which brew pubs and ancillary brew pubs may sell malt beverages for off-premise consumption.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.050: (A) Except as otherwise provided in this Section, [A] a beer/wine/cooler off-sale license authorizes the sale, to consumers only and not for resale, only of beer, wine and coolers, in original sealed or corked containers, for consumption off the premises where business is conducted.

(B) Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by specifically limiting the type of establishments which are permitted to sell beer, wine and coolers in original sealed or corked containers for consumption away from the establishment where such beverages are purchased. A beer/wine/cooler off-sale license shall only be considered for or in conjunction with the following types of establishments:

(1) Grocery store;

(2) Convenience store;

(3) Drugstore;

(4) General retail store;

(5) Resort hotel leased gift shop; [or]

(6) A restaurant that is licensed for the sale of alcoholic beverages pursuant to LVMC 6.50.040[.] or

(7) A beer wine room licensed pursuant to LVMC 6.50.080, but only in accordance with, and subject to the limitations of, Subsection (D) of this Section.

(C) Except for a resort hotel leased gift shop establishment, no person is entitled to apply for consideration or issuance of a beer/wine/cooler off-sale license for any establishment located on or adjacent to a pedestrian mall.

(D) In order for a beer wine room to be eligible to receive a beer/wine/cooler off-sale license pursuant to Paragraph (7) of Subsection (C) of this Section, the beer wine room licensee must also have a Nevada State license to manufacture malt beverages and must first present to the Department proof of such licensure pursuant to NRS Chapter 369. A beer/wine/cooler off-sale license under this Subsection (D) authorizes the sale for off-premise consumption of malt beverages only, and only those that have been manufactured by the licensee. In addition to any other requirement or limitation that may apply, the sale of malt beverages for off-premise consumption by an establishment licensed under this Subsection (D) is subject to the following requirements and limitations:

(1) Beverages must be in their original sealed containers at the time of sale and may be sold only from behind a bar or a storeroom; and

(2) Except as otherwise provided in this Paragraph (2), beverages must be sold in six-pack configurations or in containers sold or provided by the establishment. Notwithstanding the preceding limitation, the establishment may sell and provide a malt beverage to a customer in a sanitary container provided by the customer, but only if:

(a) The container has a maximum capacity of one gallon;

(b) The licensee or the licensee's employee fills the container at the time of sale;

(c) The container is thereafter sealed with a plastic adhesive or tamper-evident seal; and

(d) The beverage is not consumed on the licensee's premises.

SECTION 2: Title 6, Chapter 50, Section 85, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.085: (A) An ancillary brew pub alcoholic beverage license authorizes the manufacture and sale of malt 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; or

(4) An urban lounge alcoholic beverage license pursuant to LVMC 6.50.255.

(B) An ancillary brew pub alcoholic beverage license shall only be issued subject to the following conditions:

(1) **[**That the**]** The manufacture and sale of the malt beverages produced at the location shall comply with all relevant State and Federal laws regarding the manufacture and sale of malt beverages;

(2) The manufacture and sale of malt beverages may only occur as an ancillary activity to the activities permitted by the primary license; **[**and**]**

(3) Malt beverages manufactured by the licensee and sold at retail pursuant to NRS 597.230 must be in their original sealed containers at the time of sale and may be sold only from behind a bar or a storeroom; and

[(3)**]** (4) Prior to issuance of an ancillary brew pub license by the City, the applicant shall present proof of State licensure of the establishment as a brew pub.

(C) Notwithstanding any provision of this Chapter that might otherwise prohibit or limit the activity, the holder of an ancillary brew pub alcoholic beverage license may dispense beer or cider in a container sold or provided by the licensee, or a sanitary container provided by the customer, with a maximum

capacity which does not exceed one gallon subject to the following conditions:

(1) The licensee or the licensee's employee fills the container at the time the beer or cider is sold;

(2) The container is thereafter sealed with a plastic adhesive or tamper-evident seal; and

(3) The beer or cider is not consumed on the licensee's premises.

(D) Any brew pub/tavern license in existence prior to the adoption of the ordinance codified in this Section may continue to operate as currently licensed unless the operation of the establishment is discontinued for a period of greater than twelve consecutive months. Upon the expiration of a period of discontinuance for greater than twelve months, the establishment must obtain and maintain alcoholic beverage licenses pursuant to the applicable regulations then in effect.

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 to 7, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 4: Title 19, Chapter 12, Section 70, is hereby amended by amending the "Description" of the use "Beer/Wine/Cooler Off-Sale Establishment" to read as follows:

Description: 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[.] or ancillary brew pub (as the last is referenced in LVMC 6.50.085).

SECTION 5: 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:

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. [Is] That is operated in connection with [a restaurant, grocery store, general retail store or convenience store in which 30 or more people may be served with meals at any one time at tables or stools.] 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, if in accordance with LVMC 6.50.050(B)(7).

SECTION 6: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Beer/Wine/Cooler Off-Sale Establishment" to read as follows:

Beer/Wine/Cooler Off-Sale Establishment. An [establishments] 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 the [same are sold,] business is conducted, and is operated in connection with a grocery store, [drug store,] drugstore, convenience store, restaurant, [or specialty merchandise store.] general retail store or ancillary brew pub (as the last is referenced in LVMC 6.50.085).

SECTION 7: 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 [same is sold;] 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 [same are sold;] business is conducted; and

2. [Is] That is operated in connection with [a restaurant, grocery store, general retail store or convenience store in which 30 or more people may be served with meals at any one time at tables or stools.] 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, if in accordance with LVMC 6.50.050(B)(7).

SECTION 8: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 9: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 4 to 7, inclusive, of this Ordinance.

SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,

sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 11: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-21-19
_____
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 _____, 2019, 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 _____, 2019, 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 3, 2019

Agenda Item No.:
53

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-11 - For possible action - Amends various provisions of LVMC Title 6 and Title 19 to establish a new alcoholic beverage licensing category designated “tavern-restricted,” to be available only along a limited segment of West Sahara Avenue, and to establish licensing, land-use and gaming regulations and restrictions pertaining thereto. Sponsored by: Councilwoman Lois Tarkanian

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend various provisions of LVMC Title 6 and Title 19 to establish a new alcoholic beverage licensing category designated “tavern-restricted,” to be available only along a limited segment of West Sahara Avenue, and to establish licensing, land-use and gaming regulations and restrictions pertaining thereto. The bill is intended to make available additional opportunities for compatible tavern uses along the referenced segment of West Sahara Avenue, similar to those available within downtown areas.

RECOMMENDATION:
ADOPTION as a First Amendment at the 4/3/2019 City Council Meeting pursuant to the 3/18/2019 Recommending Committee Meeting.

First Reading – 3/6/2019 First Publication – 3/21/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-11
2. Bill No. 2019-11, First Amendment

BILL NO. 2019-11

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROVISIONS OF LVMC TITLE 6 AND TITLE 19 TO ESTABLISH A NEW ALCOHOLIC BEVERAGE LICENSING CATEGORY DESIGNATED "TAVERN-RESTRICTED," TO BE AVAILABLE ONLY ALONG A LIMITED SEGMENT OF WEST SAHARA AVENUE; TO ESTABLISH LICENSING, LAND-USE AND GAMING REGULATIONS AND RESTRICTIONS PERTAINING THERETO; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: Amends various provisions of LVMC Title 6 and Title 19 to establish a new alcoholic beverage licensing category designated "tavern-restricted," to be available only along a limited segment of West Sahara Avenue, and to establish licensing, land-use and gaming regulations and restrictions pertaining thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.080: A beer and wine room alcoholic beverage license authorizes the sale of beer, [and] wine and coolers, and only for consumption on the premises where the same are sold.

SECTION 2: 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 253, reading as follows:

6.50.253: (A) A tavern-restricted license:

(1) Authorizes the sale of alcoholic beverages only for consumption on the premises where the same are sold.

(2) May only be issued for premises located on Sahara Avenue within the area bounded by Valley View Boulevard on the east and Rainbow Boulevard on the west (the "designated area").

(3) Is not transferable, except to a location within the designated area and to a licensee that has been approved by the City Council.

(B) An establishment operating under a tavern-restricted license:

(1) Shall not be open for business between the hours of 2:00 am and 6:00 am, except as otherwise specifically authorized by the City Council.

(2) Shall ensure that all business activities are conducted entirely within the interior of the establishment, except as otherwise specifically authorized by the City Council.

(3) Shall not allow minors on the premises while alcohol is being served, unless:

(a) The premises has a restaurant whose existence and configuration has been approved by the Director; and

(b) Minors are permitted on the premises only in connection with the consumption of a meal within the restaurant area, and only between the hours of 6:00 am and 10:00 pm.

(C) The issuance of a tavern-restricted license, or the transfer of a license, may be conditioned upon one or more of the following:

(1) Submittal of a business security plan, which must first be approved by the Director.

(2) Such other conditions as imposed by the Director or the City Council.

SECTION 3: 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 craft distillery	500.00 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 lounge bar	1,200.00
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
Tavern-restricted (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 4: Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

License Category	Origination Charge (Dollars)
Alcoholic beverage caterer	$ 4,000.00
Ancillary lounge bar	40,000.00
Banquet or event establishment	20,000.00
Beer and wine room	7,500.00
Beer/wine/cooler on-sale	2,500.00
Beer/wine/cooler off-sale	2,500.00
General on-sale	75,000.00
General on-sale (beer and wine)	20,000.00
Liquor manufacturer	10,000.00
Nonprofit club general on-sale	2,000.00
Package	40,000.00
Permanent trade show facility	60,000.00
Restaurant service bar	30,000.00
Restaurant with alcohol	40,000.00
Tavern	75,000.00
Tavern-limited	20,000.00
Tavern-restricted	20,000.00
Urban lounge	50,000.00
Wholesale general	10,000.00

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed into the City,

the Department shall waive the origination charge at the request of the applicant. However, a license concerning which such a waiver has been granted may not be sold, transferred to a third party, or transferred to a new location, notwithstanding any provision of this Title to the contrary.

SECTION 5: Title 6, Chapter 50, Section 520, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.520: (A) Subject to the provisions of Subsection (C) of this Section, no live entertainment, as defined in Subsection (B), may be offered in any establishment in the following licensing categories unless that form of entertainment has been approved in advance by the approval authority:

(1) Banquet or event establishment;

(2) Beer/wine/cooler on-sale;

(3) Beer and wine room;

(4) Nonprofit club general;

(5) Restaurant service bar;

(6) Restaurant with alcohol;

(7) Tavern; [or]

(8) Tavern-restricted; or

[(8)] (9) Establishment with a tavern-limited license that is outside of the boundaries of the downtown entertainment overlay district.

(B) For purposes of this Section:

(1) "Approval authority" means the City Council, if the approval is sought in connection with initial licensing approval by the City Council, and the Director otherwise.

(2) "Entertainment" means one or more of the following:

(a) Live music (with or without dancing);

(b) Live disc jockey (with dancing);

(c) Karaoke entertainment; or

(d) Stage shows, such as a magician, comedian other similar type of

performance artist.

(C) This Section:

(1) Applies only to establishments licensed after the effective date of Ordinance No. 6071;

(2) Does not apply to any establishments licensed as a nightclub pursuant to LVMC 6.39.

SECTION 6: Title 6, Chapter 40, Section 155, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.40.155: (A) The City Council may deny any application for a gaming license if it deems the place or location for which the license is sought to be unsuitable for the conduct of gaming.

(B) No restricted gaming shall be conducted, maintained or operated in the following places or locations:

(1) Laundromats;

(2) Bakeries, donut shops and any other retail location, except as otherwise provided in LVMC 6.40.140 and 6.40.150;

(3) Movie theaters and professional offices;

(4) Fast food establishments;

(5) Hotels with a lounge bar license;

(6) Locations within the Downtown Entertainment Overlay District, as described in LVMC 19.10.120;

(7) Establishments at which a person holds a tavern-limited license[;] or tavern-restricted license;

(8) Beer and wine rooms; and

(9) Outdoor entertainment complexes.

(C) Locations listed in Subsection (B) that are licensed for gaming as of the date this section (or any amendment thereto) was adopted may be allowed to continue their licenses so long as the

nature and character of the business at the location does not materially change.

SECTION 7: 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 8 to 10, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 8: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Liquor Establishment (Tavern)" so that the Minimum Special Use Permit Requirements for that use read as follows:

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring both a minimum separation between liquor establishments (tavern), and a minimum separation between a liquor establishment (tavern) and certain other uses that should be protected from the impacts associated with a liquor establishment (tavern). Therefore, except as otherwise provided below, no liquor establishment (tavern) may be located within 1500 feet of any other liquor establishment (tavern), church/house of worship, school, individual care center licensed for more than 12 children, or City park.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed liquor establishment (tavern) 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 liquor establishment (tavern). The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a liquor establishment (tavern) refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed liquor establishment (tavern) will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed liquor establishment (tavern) will be located;

C. All parking spaces required by this Subchapter 19.12.070 for the liquor establishment (tavern) use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

4. The distance separation requirement set forth in Requirement 1 does not apply to 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.

5. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed liquor establishment (tavern) that:

a. Will be located on a parcel within the C-V District, the Market District or Symphony Park District as shown in Figure 3 of the Development Standards adopted in LVMC 19.10.110(B), the Gaming Enterprise Overlay District, or the Downtown Casino Overlay District;

b. Will be located on a parcel or within a building that, pursuant to State law or City ordinance, has

been designated as an historic property, historic building, or landmark;

c. Will be located within a regional mall; or

d. Will be located within a mixed-use development:

i. That has been approved by means of Special Use Permit pursuant to LVMC Chapters 19.12 and 19.16;

ii. That has a minimum net site area of 15 acres; and

iii. Whose gross floor area of nonresidential space is a minimum of 250,000 square feet; or

e. Will be separated from the existing use by a street or highway with a minimum right-of-way width of 100 feet; [or]

f. Will have a general on-sale alcoholic beverage license operated in conjunction with an establishment listed in LVMC 6.50.060[.]; or

g. Will have a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

*6. The use shall conform to, and is subject to, the provisions of LVMC Chapters 6.40 and 6.50.

SECTION 9: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Nightclub" so that the Conditional Use Regulations for that use read as follows:

Conditional Use Regulations:

1. Because the primary operations of a nightclub often include preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a nightclub and other uses that should be protected from the impacts associated with a nightclub. Therefore, except as otherwise provided below, no nightclub may be located within 1500 feet of a church, synagogue, school, [child care facility] individual care center licensed for more than 12 children or City park.

2. A person that desires to operate a nightclub shall obtain both a nightclub land use entitlement as well as any necessary land use entitlement for the service of alcohol for on-premises consumption. A person lawfully operating a nightclub as defined by this section and LVMC 6.39, prior to December 1, 2014, is not

required to obtain a special use permit for the continued operation of such nightclub use. Real property entitled for a nightclub pursuant to this Code shall have no specific spacing requirements between other nightclubs. However, as the nightclub entitlement is a separate and distinct from any land use entitlement permitting the service of alcohol for on-premises consumption, this provision shall not act to waive or otherwise diminish the specific spacing requirements between uses entitled for the service of alcohol for on-premise consumption.

3. The distance separation referred to in [Requirement] Regulation 1 above and [Requirement] Regulation 7 below shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed nightclub which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed nightclub. The distance shall be measured in a straight line without regard to intervening obstacles.

4. For the purpose of [Requirement] Regulation 3, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a nightclub refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in [Requirement] Regulation 1 would qualify the parcel under the distance separation requirement;

B. The proposed nightclub will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed nightclub will

be located;

C. All parking spaces required by this Section 19.12.070 for the nightclub will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of the nightclub parcel, sign an agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

5. The distance separation requirement set forth in [Requirement] Regulation 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

6. The use shall conform to, and is subject to, the provisions of LVMC Chapter 6.50.

7. Except as otherwise provided in [Requirement] Regulation 8 below, no nightclub may be located within 500 feet of any single family dwelling.

8. The distance separation requirement set forth in [Requirement] Regulation 7 does 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.

b. A nightclub located within the boundaries of the Downtown Entertainment Overlay District or within the boundaries of the Pedestrian Mall as defined by LVMC Chapter 11.68.

c. A nightclub that meets all the following criteria:

i. Is located within a building that has a minimum of 5000 square feet of gross floor area dedicated to the nightclub use.

ii. Is located on a parcel with a minimum net site area of 0.25 acres; and

iii. Is located on a parcel that is adjacent to Las Vegas Boulevard between Charleston Boulevard and Fremont Street[;].

9. Alcohol service is only permitted in conjunction with the following Title 6 alcoholic beverage licenses:

Beer and Wine Room, Tavern, Tavern-Limited, General On-Sale and Urban Lounge.

SECTION 10: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Nightclub" so that the Minimum Special Use Permit Requirements for that use read as follows:

Minimum Special Use Permit Requirements:

*1. Because the primary operations of a nightclub often include preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a nightclub and other uses that should be protected from the impacts associated with a nightclub. Therefore, except as otherwise provided below, no nightclub may be located within 1500 feet of a church, synagogue, school, [child care facility] individual care center licensed for more than 12 children or City park.

*2. A person that desires to operate a nightclub shall obtain both a nightclub land use entitlement as well as any necessary land use entitlement for the service of alcohol for on-premises consumption. A person lawfully operating a nightclub as defined by this section and LVMC 6.39, prior to December 1, 2014, is not required to obtain a special use permit for the continued operation of such nightclub use. Real property entitled for a nightclub pursuant to this Code shall have no specific spacing requirements between other nightclubs. However, as the nightclub entitlement is a separate and distinct from any land use entitlement permitting the service of alcohol for on-premises consumption, this provision shall not act to waive or otherwise diminish the specific spacing requirements between uses entitled for the service of alcohol for on-premise consumption.

*3. The distance separation referred to in Requirement 1 above and Requirement 8 below shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed nightclub which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed nightclub. The distance shall be measured in a straight line without regard to intervening obstacles.

*4. For the purpose of Requirement 3, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a nightclub refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed nightclub will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed nightclub will be located;

C. All parking spaces required by this Section 19.12.070 for the nightclub will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of the nightclub parcel, sign an agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

5. The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

6. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C) under the following circumstances:

a. In connection with a proposed nightclub that will be located on a parcel within the C-V District;

the Market District or Symphony Park District as shown in Figure 3 of the Development Standards adopted in LVMC 19.10.110(B); the Gaming Enterprise Overlay District; the Fremont East Entertainment District; the 18b Arts District or the Downtown Casino Overlay District;

b. In connection with a proposed nightclub to be located on a parcel within that certain area formerly identified as the Office Core District, described as the area bounded on the north by the centerline of Bridger Avenue, on the east by the centerline of 6th Street, on the south by the centerline of Garces Avenue, and on the west by the eastern edge of the Union Pacific Railroad right-of-way line; [or]

c. In connection with a proposed nightclub that will be located within an establishment which has a non-restricted gaming license and is not exempted pursuant to [Paragraph 5.] Requirement 5; or

d. In connection with a proposed nightclub to be operated in conjunction with an establishment that has a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

7. The use shall conform to, and is subject to, the provisions of LVMC Chapter 6.50.

*8. Except as otherwise provided in Requirement 9 below, no nightclub may be located within 500 feet of any single-family dwelling.

9. The distance separation requirement set forth in Requirement 8 does 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.

b. A nightclub located within the boundaries of the Downtown Entertainment Overlay District or within the boundaries of the Pedestrian Mall as defined by LVMC Chapter 11.68.

c. A nightclub that meets all the following criteria:

i. Is located on a parcel that is adjacent to Las Vegas Boulevard between Charleston Boulevard and Fremont Street;

ii. Is located on a parcel with a minimum net site area of 0.25 acres; and

iii. Is located within a building that has a minimum of 5000 square feet of gross floor area dedicated to the nightclub use.

d. A nightclub operated in conjunction with an establishment that has a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

*10. Alcohol service, if any, is permitted only in conjunction with the following Title 6 alcoholic beverage licenses: Beer and Wine Room, Tavern, Tavern-Limited, Tavern-Restricted, General On-Sale and Urban Lounge.

SECTION 11: For purposes of Section 2.100(3) of the City Charter, Section 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 12: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments contained in Sections 8 to 10, inclusive, of this Ordinance.

SECTION 13: 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 14: 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 15: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-21-19
_____
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 _____, 2019, 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 _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

FIRST AMENDMENT

BILL NO. 2019-11

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROVISIONS OF LVMC TITLE 6 AND TITLE 19 TO ESTABLISH A NEW ALCOHOLIC BEVERAGE LICENSING CATEGORY DESIGNATED "TAVERN-RESTRICTED," TO BE AVAILABLE ONLY ALONG A LIMITED SEGMENT OF WEST SAHARA AVENUE; TO ESTABLISH LICENSING, LAND-USE AND GAMING REGULATIONS AND RESTRICTIONS PERTAINING THERETO; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: Amends various provisions of LVMC Title 6 and Title 19 to establish a new alcoholic beverage licensing category designated "tavern-restricted," to be available only along a limited segment of West Sahara Avenue, and to establish licensing, land-use and gaming regulations and restrictions pertaining thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.080: A beer and wine room alcoholic beverage license authorizes the sale of beer, [and] wine and coolers, and only for consumption on the premises where the same are sold.

SECTION 2: 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 253, reading as follows:

6.50.253: (A) A tavern-restricted license:

(1) Authorizes the sale of alcoholic beverages only for consumption on the premises where the same are sold.

(2) May only be issued for premises located on Sahara Avenue within the area bounded by Valley View Boulevard on the east and Durango Drive on the west (the "designated area").

(3) Is not transferable, except to a location within the designated area and to a licensee that has been approved by the City Council.

(B) An establishment operating under a tavern-restricted license:

(1) Shall not be open for business between the hours of 2:00 am and 6:00 am, except as otherwise specifically authorized by the City Council.

(2) Shall ensure that all business activities are conducted entirely within the interior of the establishment, except as otherwise specifically authorized by the City Council.

(3) Shall not allow minors on the premises while alcohol is being served, unless:

(a) The premises has a restaurant whose existence and configuration has been approved by the Director; and

(b) Minors are permitted on the premises only in connection with the consumption of a meal within the restaurant area, and only between the hours of 6:00 am and 10:00 pm.

(C) The issuance of a tavern-restricted license, or the transfer of a license, may be conditioned upon one or more of the following:

(1) Submittal of a business security plan, which must first be approved by the Director.

(2) Such other conditions as imposed by the Director or the City Council.

SECTION 3: 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 craft distillery	500.00 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 lounge bar	1,200.00
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
Tavern-restricted (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 4: Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

License Category	**Origination Charge (Dollars)**
Alcoholic beverage caterer	$ 4,000.00
Ancillary lounge bar	40,000.00
Banquet or event establishment	20,000.00
Beer and wine room	7,500.00
Beer/wine/cooler on-sale	2,500.00
Beer/wine/cooler off-sale	2,500.00
General on-sale	75,000.00
General on-sale (beer and wine)	20,000.00
Liquor manufacturer	10,000.00
Nonprofit club general on-sale	2,000.00
Package	40,000.00
Permanent trade show facility	60,000.00
Restaurant service bar	30,000.00
Restaurant with alcohol	40,000.00
Tavern	75,000.00
Tavern-limited	20,000.00
Tavern-restricted	20,000.00
Urban lounge	50,000.00
Wholesale general	10,000.00

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license

to an existing County alcoholic beverage licensee whose business premises have been annexed into the City, the Department shall waive the origination charge at the request of the applicant. However, a license concerning which such a waiver has been granted may not be sold, transferred to a third party, or transferred to a new location, notwithstanding any provision of this Title to the contrary.

SECTION 5: Title 6, Chapter 50, Section 520, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.520: (A) Subject to the provisions of Subsection (C) of this Section, no live entertainment, as defined in Subsection (B), may be offered in any establishment in the following licensing categories unless that form of entertainment has been approved in advance by the approval authority:

(1) Banquet or event establishment;

(2) Beer/wine/cooler on-sale;

(3) Beer and wine room;

(4) Nonprofit club general;

(5) Restaurant service bar;

(6) Restaurant with alcohol;

(7) Tavern; [or]

(8) Tavern-restricted; or

[(8)] (9) Establishment with a tavern-limited license that is outside of the boundaries of the downtown entertainment overlay district.

(B) For purposes of this Section:

(1) "Approval authority" means the City Council, if the approval is sought in connection with initial licensing approval by the City Council, and the Director otherwise.

(2) "Entertainment" means one or more of the following:

(a) Live music (with or without dancing);

(b) Live disc jockey (with dancing);

(c) Karaoke entertainment; or

(d) Stage shows, such as a magician, comedian other similar type of performance artist.

(C) This Section:

(1) Applies only to establishments licensed after the effective date of Ordinance No. 6071;

(2) Does not apply to any establishments licensed as a nightclub pursuant to LVMC 6.39.

SECTION 6: Title 6, Chapter 40, Section 155, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.40.155: (A) The City Council may deny any application for a gaming license if it deems the place or location for which the license is sought to be unsuitable for the conduct of gaming.

(B) No restricted gaming shall be conducted, maintained or operated in the following places or locations:

(1) Laundromats;

(2) Bakeries, donut shops and any other retail location, except as otherwise provided in LVMC 6.40.140 and 6.40.150;

(3) Movie theaters and professional offices;

(4) Fast food establishments;

(5) Hotels with a lounge bar license;

(6) Locations within the Downtown Entertainment Overlay District, as described in LVMC 19.10.120;

(7) Establishments at which a person holds a tavern-limited license[;] or tavern-restricted license;

(8) Beer and wine rooms; and

(9) Outdoor entertainment complexes.

(C) Locations listed in Subsection (B) that are licensed for gaming as of the date this

section (or any amendment thereto) was adopted may be allowed to continue their licenses so long as the nature and character of the business at the location does not materially change.

SECTION 7: 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 8 to 10, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 8: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Liquor Establishment (Tavern)" so that the Minimum Special Use Permit Requirements for that use read as follows:

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring both a minimum separation between liquor establishments (tavern), and a minimum separation between a liquor establishment (tavern) and certain other uses that should be protected from the impacts associated with a liquor establishment (tavern). Therefore, except as otherwise provided below, no liquor establishment (tavern) may be located within 1500 feet of any other liquor establishment (tavern), church/house of worship, school, individual care center licensed for more than 12 children, or City park.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed liquor establishment (tavern) 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 liquor establishment (tavern). The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a liquor establishment (tavern) refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed liquor establishment (tavern) will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed liquor establishment (tavern) will be located;

C. All parking spaces required by this Subchapter 19.12.070 for the liquor establishment (tavern) use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

4. The distance separation requirement set forth in Requirement 1 does not apply to 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.

5. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed liquor establishment (tavern) that:

a. Will be located on a parcel within the C-V District, the Market District or Symphony Park District as shown in Figure 3 of the Development Standards adopted in LVMC 19.10.110(B), the Gaming Enterprise Overlay District, or the Downtown Casino Overlay District;

b. Will be located on a parcel or within a building that, pursuant to State law or City ordinance, has been designated as an historic property, historic building, or landmark;

c. Will be located within a regional mall; or

d. Will be located within a mixed-use development:

i. That has been approved by means of Special Use Permit pursuant to LVMC Chapters 19.12 and 19.16;

ii. That has a minimum net site area of 15 acres; and

iii. Whose gross floor area of nonresidential space is a minimum of 250,000 square feet; or

e. Will be separated from the existing use by a street or highway with a minimum right-of-way width of 100 feet; [or]

f. Will have a general on-sale alcoholic beverage license operated in conjunction with an establishment listed in LVMC 6.50.060[.]; or

g. Will have a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

*6. The use shall conform to, and is subject to, the provisions of LVMC Chapters 6.40 and 6.50.

SECTION 9: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Nightclub" so that the Conditional Use Regulations for that use read as follows:

Conditional Use Regulations:

1. Because the primary operations of a nightclub often include preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a nightclub and other uses that should be protected from the impacts associated with a nightclub. Therefore, except as otherwise provided below, no nightclub may be located within 1500 feet of a church, synagogue, school, [child care facility] individual care center licensed for more than 12 children or City park.

2. A person that desires to operate a nightclub shall obtain both a nightclub land use entitlement as well as any necessary land use entitlement for the service of alcohol for on-premises consumption. A person

lawfully operating a nightclub as defined by this section and LVMC 6.39, prior to December 1, 2014, is not required to obtain a special use permit for the continued operation of such nightclub use. Real property entitled for a nightclub pursuant to this Code shall have no specific spacing requirements between other nightclubs. However, as the nightclub entitlement is a separate and distinct from any land use entitlement permitting the service of alcohol for on-premises consumption, this provision shall not act to waive or otherwise diminish the specific spacing requirements between uses entitled for the service of alcohol for on-premise consumption.

3. The distance separation referred to in [Requirement] Regulation 1 above and [Requirement] Regulation 7 below shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed nightclub which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed nightclub. The distance shall be measured in a straight line without regard to intervening obstacles.

4. For the purpose of [Requirement] Regulation 3, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a nightclub refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in [Requirement] Regulation 1 would qualify the parcel under the distance separation requirement;

B. The proposed nightclub will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger

development but must be located within the property lines of the parcel on which the proposed nightclub will be located;

C. All parking spaces required by this Section 19.12.070 for the nightclub will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of the nightclub parcel, sign an agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

5. The distance separation requirement set forth in [Requirement] Regulation 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

6. The use shall conform to, and is subject to, the provisions of LVMC Chapter 6.50.

7. Except as otherwise provided in [Requirement] Regulation 8 below, no nightclub may be located within 500 feet of any single family dwelling.

8. The distance separation requirement set forth in [Requirement] Regulation 7 does 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.

b. A nightclub located within the boundaries of the Downtown Entertainment Overlay District or within the boundaries of the Pedestrian Mall as defined by LVMC Chapter 11.68.

c. A nightclub that meets all the following criteria:

i. Is located within a building that has a minimum of 5000 square feet of gross floor area dedicated to the nightclub use.

ii. Is located on a parcel with a minimum net site area of 0.25 acres; and

iii. Is located on a parcel that is adjacent to Las Vegas Boulevard between Charleston Boulevard and Fremont Street[;].

9. Alcohol service is only permitted in conjunction with the following Title 6 alcoholic beverage licenses: Beer and Wine Room, Tavern, Tavern-Limited, General On-Sale and Urban Lounge.

SECTION 10: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Nightclub" so that the Minimum Special Use Permit Requirements for that use read as follows:

Minimum Special Use Permit Requirements:

*1. Because the primary operations of a nightclub often include preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a nightclub and other uses that should be protected from the impacts associated with a nightclub. Therefore, except as otherwise provided below, no nightclub may be located within 1500 feet of a church, synagogue, school, [child care facility] <u>individual care center</u> licensed for more than 12 children or City park.

*2. A person that desires to operate a nightclub shall obtain both a nightclub land use entitlement as well as any necessary land use entitlement for the service of alcohol for on-premises consumption. A person lawfully operating a nightclub as defined by this section and LVMC 6.39, prior to December 1, 2014, is not required to obtain a special use permit for the continued operation of such nightclub use. Real property entitled for a nightclub pursuant to this Code shall have no specific spacing requirements between other nightclubs. However, as the nightclub entitlement is a separate and distinct from any land use entitlement permitting the service of alcohol for on-premises consumption, this provision shall not act to waive or otherwise diminish the specific spacing requirements between uses entitled for the service of alcohol for on-premise consumption.

*3. The distance separation referred to in Requirement 1 above and Requirement 8 below shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed nightclub which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed nightclub. The distance shall be measured in a straight line without regard to intervening obstacles.

*4. For the purpose of Requirement 3, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a nightclub refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed nightclub will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed nightclub will be located;

C. All parking spaces required by this Section 19.12.070 for the nightclub will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of the nightclub parcel, sign an agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

5. The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

6. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C) under the following circumstances:

a. In connection with a proposed nightclub that will be located on a parcel within the C-V District; the Market District or Symphony Park District as shown in Figure 3 of the Development Standards adopted in LVMC 19.10.110(B); the Gaming Enterprise Overlay District; the Fremont East Entertainment District; the 18b Arts District or the Downtown Casino Overlay District;

b. In connection with a proposed nightclub to be located on a parcel within that certain area formerly identified as the Office Core District, described as the area bounded on the north by the centerline of Bridger Avenue, on the east by the centerline of 6th Street, on the south by the centerline of Garces Avenue, and on the west by the eastern edge of the Union Pacific Railroad right-of-way line; [or]

c. In connection with a proposed nightclub that will be located within an establishment which has a non-restricted gaming license and is not exempted pursuant to [Paragraph 5.] Requirement 5; or

d. In connection with a proposed nightclub to be operated in conjunction with an establishment that has a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

7. The use shall conform to, and is subject to, the provisions of LVMC Chapter 6.50.

*8. Except as otherwise provided in Requirement 9 below, no nightclub may be located within 500 feet of any single-family dwelling.

9. The distance separation requirement set forth in Requirement 8 does 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.

b. A nightclub located within the boundaries of the Downtown Entertainment Overlay District or within the boundaries of the Pedestrian Mall as defined by LVMC Chapter 11.68.

c. A nightclub that meets all the following criteria:

i. Is located on a parcel that is adjacent to Las Vegas Boulevard between Charleston Boulevard and Fremont Street;

ii. Is located on a parcel with a minimum net site area of 0.25 acres; and

iii. Is located within a building that has a minimum of 5000 square feet of gross floor area

dedicated to the nightclub use.

d. A nightclub operated in conjunction with an establishment that has a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

*10. Alcohol service, if any, is permitted only in conjunction with the following Title 6 alcoholic beverage licenses: Beer and Wine Room, Tavern, Tavern-Limited, Tavern-Restricted, General On-Sale and Urban Lounge.

SECTION 11: For purposes of Section 2.100(3) of the City Charter, Section 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 12: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments contained in Sections 8 to 10, inclusive, of this Ordinance.

SECTION 13: 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 14: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

. . .

. . .

SECTION 15: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-19-19
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 _____, 2019, 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 _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
54

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2018-61 - Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations. Sponsored by: Councilman Bob Coffin

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations. The bill includes items recommended by the sponsor and City staff. It also takes into account input from interested parties that was received during and after workshops that were held on the subject.

RECOMMENDATION:
ABEYANCE to 2/19/2019 Recommending Committee Meeting by the 1/14/2019 Recommending Committee; ABEYANCE to 3/4/2019 Recommending Committee Meeting by the 2/19/2019 Recommending Committee; Forward to the 3/20/2019 City Council Meeting with no recommendation pursuant to the 3/4/2019 Recommending Committee Meeting. Bill is eligible for adoption at the 3/20/2019 City Council Meeting. ABEYANCE to 4/17/2019 City Council Meeting by the March 20, 2019 City Council Meeting.

First Reading – 12/05/2018 First Publication – 3/7/2019

BACKUP DOCUMENTATION:
1. Bill No. 2018-61
2. Backup Submitted from the January 14, 2019 Recommending Committee Meeting
3. Proposed First Amendment Submitted from the March 4, 2019 Recommending Committee Meeting
4. Proposed First Amendment Submitted after the March 4, 2019 Recommending Committee Meeting
5. Backup Submitted from the March 20, 2019 City Council Meeting

BILL NO. 2018-61

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC TITLES 6 AND 19 TO ADOPT PROVISIONS ESTABLISHING A BUSINESS LICENSE CATEGORY AND LAND USE REGULATIONS FOR SOCIAL USE VENUES (MARIJUANA), TOGETHER WITH ACCOMPANYING REQUIREMENTS AND LIMITATIONS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 6.96, consisting of Sections 10 to 110, inclusive, reading as follows:

6.96.010: As used in this Chapter:

"Marijuana" has the meaning ascribed to it in NRS Chapter 453D.

"Marijuana paraphernalia" has the meaning ascribed to it in NRS 453D.030 and means any equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repacking, storing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

"Marijuana products" has the meaning ascribed to it in NRS 453D.030 and means products comprised of marijuana or concentrated marijuana and other ingredients that are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

"Social use venue" means a business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

"State regulating authority" means the Department of Taxation of the State of Nevada and/or any

other agency assigned to administer NRS 453D.

6.96.020: The City Council finds and declares that:

(A) It is an appropriate exercise of the licensing power to authorize the operation of social use venues subject to appropriate limitations and conditions.

(B) Nothing in this Chapter is intended to limit the application of State law and regulations governing marijuana products, drug paraphernalia, marijuana paraphernalia or substances that are classified or to be classified as controlled substances under State law and regulations, including without limitation NRS Chapters 453, 453A and 453D, and regulations adopted thereunder.

(C) Businesses subject to this Chapter are subject to compliance with State law and regulations in accordance with the terms thereof, notwithstanding any provisions of the Chapter that pertain specifically to and are an exercise of the City's licensing and regulatory powers and jurisdiction.

6.96.030: (A) No person shall engage in business as a social use venue within the City without first obtaining a social use venue business license pursuant to this Chapter. The license shall be a privileged license subject to the provisions of LVMC Chapter 6.06. In addition to any other condition that may be imposed upon a business license pursuant to Title 6, the City Council may issue a time-limited license or otherwise condition a license to a specified duration.

(B) Each licensee under this Chapter shall pay an annual license fee of five thousand dollars.

(C) A social use venue is authorized to sell, provide or distribute marijuana paraphernalia. Sales of such paraphernalia shall be subject to a general retail license, with license fees to be based on gross sales pursuant to LVMC 6.04.005.

(D) If the applicant for a social use venue license under this Chapter is someone other than the owner of the property on which the social use venue will be located, the applicant must provide, in connection with the license application, written confirmation by the property owner that the owner is fully aware of the property's intended use.

6.96.040: In addition to any other requirements for a license application that is subject to NRS Chapter

6.06, the applicant for a social use venue license under this Chapter must submit the following:

(A) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of an establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such establishment by federal authorities, may render the license subject to immediate suspension or revocation.

(B) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a license, including any claims and litigation arising from the establishment, operation, or ownership of the establishment, and that a bond to secure such obligation in an amount required pursuant to LVMC 6.95.090 will be provided prior to the issuance of any license.

(C) Provide an acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each principal must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive a license is at all times on the applicant; that the granting of a license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

6.96.050: Before the issuance of a license pursuant to this Chapter, the applicant must submit:

(A) For approval by the Department:

(1) A security plan designed to ensure compliance with this Chapter.

(2) A training plan by which employees and principals will receive and successfully complete training regarding the effects of marijuana use, overconsumption, safety standards, and sanitation standards, with such training to be provided by a properly licensed provider capable of certifying the successful completion of training. The curriculum must consist of not fewer than two hours of

instruction and include, without limitation, instruction on the following topics:

(a) The clinical effects of marijuana on the human body;

(b) Methods of identifying intoxicated persons;

(c) Relevant provisions of State laws and City ordinances concerning the selling and possession of marijuana;

(d) Proper sanitation with respect to the use of marijuana paraphernalia and the consumption of edibles, to the extent not regulated by Southern Nevada Health District;

(e) Methods of preventing and halting fights and other disturbances of the peace; and

(f) Methods of preventing the entry of minors into establishments.

(3) For social use venues that will allow smoking or vaping, or both, an air quality plan that provides for the operation of an air purification system that is adequate to remove from the ambient air any smoke or vapor that contains THC compounds so as to protect employees from the effects of secondhand smoke or vapors.

(B) For approval by the Department of Fire and Rescue, a fire safety plan designed to ensure the safety of employees, patrons and the public.

6.96.060: Each employee of a social use venue must first obtain and maintain a valid work card pursuant to LVMC Chapter 6.86.

6.96.070: It is unlawful for an employee or principal of a licensee to be intoxicated or under the influence of alcohol, marijuana or marijuana products while working on the premises during business hours.

6.96.080: During any time a social use venue business is in operation, whether or not another business is being operated in the same location, it is unlawful for the social use venue business to:

(A) Employ a person under the age of twenty-one years (or allow such an employee) to handle marijuana, marijuana products or marijuana paraphernalia.

(B) Allow any person under the age of twenty-one years inside the establishment.

(C) Sell, provide or distribute marijuana, marijuana products within or on the premises

of a social use venue.

(D) Allow the consumption of marijuana or marijuana products within the view of the general public from outside the establishment.

(E) Allow the smoking of marijuana within any outdoor area.

(F) Allow within the establishment the use of any paraphernalia or equipment that does not comply with the fire safety plan approved by the Department of Fire and Rescue.

(G) Allow the delivery to the establishment of marijuana or marijuana products except in accordance with applicable requirements of the State regulating authority.

(H) Provide or allow on the premises the sale or consumption of alcoholic beverages, except as permitted pursuant to LVMC 6.96.100.

(I) Store marijuana or marijuana products on the premises or allow such storage on the premises.

(J) Allow any room to be used for the consumption of marijuana or marijuana products that is not immediately accessible to law enforcement or any patron of the establishment.

6.96.090: Each social use venue shall:

(A) Comply with the odor control and disposal requirements that are set forth in LVMC 6.95.130 and 6.95.190, respectively, regarding other marijuana-related establishments.

(B) Comply, as applicable, with the requirements of the security plan, training plan, air quality plan and fire safety plan approved pursuant to LVMC 6.96.050.

(C) Be responsible for maintaining and conducting all activities upon, and providing security and security measures for, the premises in accordance with applicable statutes, regulations, ordinances, license conditions, and the approved security and fire safety plans.

(D) Not knowingly permit upon the premises any violation of applicable statutes, regulations, ordinances, license conditions, or the approved security and fire safety plans, or permit nuisances or other activities that endanger the health or safety of patrons, employees or the public.

(E) Ensure that at least one qualified person is on the premises at all times during the

hours of operation. For purposes of this subsection, "qualified person" means a principal or key employee who has been approved for suitability pursuant to LVMC 6.06.060.

6.96.100: A social use venue may be operated in the same location and in conjunction with the exercise of a beer and wine room license pursuant to LVMC 6.50.080, but only if the social use venue license specifically authorizes the licensee to sell or serve beer or wine at the same location and time. The issuance or approval of a social use venue license that authorizes the sale or service of beer or wine may be conditioned upon reasonable conditions designed to protect health, safety and welfare, including without limitation conditions that:

(A) Prohibit the sale or service of beverages with an alcohol content greater than eleven percent; and

(B) Prohibit the sale or service of alcoholic beverages other than those that are premixed and in their original container.

6.96.110: In addition to and independent of any other remedy available under this Title, the Director or Metro may suspend a license immediately for a period not to exceed ten days under any of the following circumstances:

(A) Alcoholic beverages have been sold or served or are found on the premises, except as permitted pursuant to LVMC 6.96.100.

(B) Employees of the establishment are found in possession of illegal substances.

(C) Employees of the establishment have consumed marijuana or marijuana products while working.

(D) Marijuana or marijuana products are being stored on the premises.

SECTION 2: Title 6, Chapter 86, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.050: Applicants for a work card for the following are subject to the provisions of Section 6.86.060:

(A) Employees of adult nightclub establishments licensed under Chapter 6.06B;

(B) Employees of erotic dance establishments licensed under Chapter 6.35; [and]

(C) Employees of medical marijuana establishments and marijuana establishments licensed under Chapter 6.95[.]; and

(D) Employees of social use venues licensed under Chapter 6.96.

SECTION 3: Title 6, Chapter 50, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.080: A beer and wine room alcoholic beverage license authorizes the sale of beer and wine only for consumption on the premises where the same are sold. Such a license may be issued in connection with a social use venue, but only as authorized by and in accordance with LVMC 6.96.090.

SECTION 4: 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 5: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by providing that the use "Social Use Venue" is permitted by means of special use permit in the C-1, C-2, C-M and M Zoning Districts. In order to reflect the amendment, the use "Social Use Venue" shall be added at the appropriate location and the letter "S" shall be inserted in the box that represents the intersection of the row for the use "Social Use Venue" and each of the columns for the C-1, C-2, C-M and M Zoning Districts.

SECTION 6: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate location, an entry for the use "Social Use Venue" to read as follows:

Social Use Venue

Description: A business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the use of marijuana within business establishments, the

City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a social use venue and certain other uses that should be protected from the impacts associated with a social use venue. Therefore, except as otherwise provided below, no social use venue may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;

b. Church/house of worship;

c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);

d. Community recreational facility (public); or

e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed social use venue 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 social use venue. The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a social use venue refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial

subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed social use venue will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed social use venue will be located;

C. All parking spaces required by this Section 19.12.070 for the marijuana consumption lounge use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

*5. Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

*6. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site, if operated in conjunction with other such use(s). If operated as the sole or principal use, one space for each 250 square feet of gross floor area.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010 and 19.12.070 are deemed to be subchapters rather than sections.

SECTION 8: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 5 and 6 of this Ordinance.

SECTION 9: 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 10: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 11: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-20-18
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 _____, 2018, 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 _____, 2019, 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

October 11, 2018

Honorable Mayor Pro-Tem Lois Tarkanian
City of Las Vegas
495 South Main Street
Las Vegas, Nevada

Subject: Ordinance to Amend LVMC Titles 6 &19/Marijuana Social Use Venues

Dear Mayor Pro-Tem Tarkanian,

As the Sheriff of Clark County, it is my responsibility to constantly evaluate the potential impact to public safety caused by new businesses ventures in our community. Since Nevada voters approved recreational marijuana in 2016, the Las Vegas Metropolitan Police Department has worked hand in hand with the marijuana industry, local business licensing, and our elected to ensure the overall impact to public safety has been minimized.

Since 2016, I have also had many discussions regarding the lack of venues for tourists who visit our community to legally consume marijuana. This issue has resulted in confusion and visitors consuming in public in violation of the law.

While I am not opposed to the concept of a consumption lounge to provide a legal place for people to consume marijuana, I do have several major concerns with the proposed marijuana social venue ordinance. My primary concern is section 6.96.100, which would allow the consumption of marijuana in the same location as the consumption of certain alcoholic beverages. With an increase in impaired driving on our roadways, I believe that the combination of marijuana and alcohol use in a consumption lounge is a recipe for disaster that will increase the risks on our roadways. I am also concerned that the ordinance does not address how these establishments will prevent dangerous black market product from being consumed inside.

For these reasons, The Las Vegas Metropolitan Police Department opposes the ordinance as written and I would respectfully request that it be held until these important issues are addressed. Thank you for your consideration on this matter.

Respectfully,

Joseph Lombardo, Sheriff

Las Vegas Metropolitan Police Department

Submitted At Meeting
Date 1/14/19 Item 5

400 S. Martin L. King Blvd. • Las Vegas, Nevada 89106-4372 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

Submitted by Chuck Calloway

Request letter for Social Use Lounge Amendment

495 S. Main Street
City of Las Vegas, Nevada
January 14th, 2018

Dear City of Las Vegas Council Chambers;
Mayor Carolyn G. Goodman, Councilwoman Lois Tarkanian, Councilman Steven G. Seroka, Councilman Bob Coffin, Councilman Stavros S. Anthony, Councilman Cedric Crear, Councilwoman Michele Fiore

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1. The words "education" or "~~training~~" are not in this bill draft; is the responsibility of the business or work card issuer?
    a. According to NRS 453A.370 Item 7; Establish different categories of medical marijuana establishment agent registration cards, including, without limitation, **criteria for training and certification**, for each of the different types of medical marijuana establishments at which such an agent may be employed or volunteer or provide labor as a medical marijuana establishment agent.
    b. According to NAC R092-17A Item 78.3 (pg 49); An education plan which must include, without limitation, providing educational **materials to the staff** of the proposed marijuana establishment…
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    a. According to NRS 453D.020.2; The People of the State of Nevada find and declare that the cultivation and sale of marijuana should be taken from the domain of criminals and be regulated under a controlled system, where businesses will be taxed and the **revenue will be dedicated to public education** and the enforcement of the regulations of this chapter.

Sincerely,
Madison Rodgers
madison@cannaguild.org
702-349-2975

Submitted At Meeting

Date 1/14/19 Item 5

Submitted by: Madison Rodgers

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PROPOSED FIRST AMENDMENT

BILL NO. 2018-61

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC TITLES 6 AND 19 TO ADOPT PROVISIONS ESTABLISHING A BUSINESS LICENSE CATEGORY AND LAND USE REGULATIONS FOR SOCIAL USE VENUES (MARIJUANA), TOGETHER WITH ACCOMPANYING REQUIREMENTS AND LIMITATIONS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 6.96, consisting of Sections 10 to 100, inclusive, reading as follows:

6.96.010: As used in this Chapter:

"Marijuana" has the meaning ascribed to it in NRS Chapter 453D.

"Marijuana paraphernalia" has the meaning ascribed to it in NRS 453D.030 and means any equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repacking, storing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

"Marijuana products" has the meaning ascribed to it in NRS 453D.030 and means products comprised of marijuana or concentrated marijuana and other ingredients that are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

"Social use venue" means a business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

Submitted after final agenda
Recommending Committee
Submitted At Meeting
Date 3/4/19 Item 3

"State regulating authority" means the Department of Taxation of the State of Nevada and/or any other agency assigned to administer NRS 453D.

6.96.020: The City Council finds and declares that:

(A) It is an appropriate exercise of the licensing power to authorize the operation of social use venues subject to appropriate limitations and conditions.

(B) Nothing in this Chapter is intended to limit the application of State law and regulations governing marijuana products, drug paraphernalia, marijuana paraphernalia or substances that are classified or to be classified as controlled substances under State law and regulations, including without limitation NRS Chapters 453, 453A and 453D, and regulations adopted thereunder.

(C) Businesses subject to this Chapter are subject to compliance with State law and regulations in accordance with the terms thereof, notwithstanding any provisions of the Chapter that pertain specifically to and are an exercise of the City's licensing and regulatory powers and jurisdiction.

6.96.030: (A) No person shall engage in business as a social use venue within the City without first obtaining a social use venue business license pursuant to this Chapter. The license shall be a privileged license subject to the provisions of LVMC Chapter 6.06. In addition to any other condition that may be imposed upon a business license pursuant to Title 6, the City Council may issue a time-limited license or otherwise condition a license to a specified duration.

(B) Each licensee under this Chapter shall pay an annual license fee of five thousand dollars.

(C) A social use venue is authorized to sell, provide or distribute marijuana paraphernalia. Sales of such paraphernalia shall be subject to a general retail license, with license fees to be based on gross sales pursuant to LVMC 6.04.005.

(D) If the applicant for a social use venue license under this Chapter is someone other than the owner of the property on which the social use venue will be located, the applicant must provide, in connection with the license application, written confirmation by the property owner that the owner is fully aware of the property's intended use.

6.96.040: In addition to any other requirements for a license application that is subject to LVMC Chapter 6.06, the applicant for a social use venue license under this Chapter must submit the following:

(A) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of an establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such establishment by federal authorities, may render the license subject to immediate suspension or revocation.

(B) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a license, including any claims and litigation arising from the establishment, operation, or ownership of the establishment, and that a bond to secure such obligation in an amount required pursuant to LVMC 6.95.090 will be provided prior to the issuance of any license.

(C) Provide an acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each principal must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive a license is at all times on the applicant; that the granting of a license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

6.96.050: Before the issuance of a license pursuant to this Chapter, the applicant must submit:

(A) For approval by the Department:

(1) A security plan designed to ensure compliance with this Chapter.

(2) A training plan by which employees and principals will receive and successfully complete training regarding the effects of marijuana use, overconsumption, safety standards, and sanitation standards, with such training to be provided by a properly licensed provider capable of

certifying the successful completion of training. The curriculum must consist of not fewer than two hours of instruction and include, without limitation, instruction on the following topics:

(a) The clinical effects of marijuana on the human body;

(b) Methods of identifying intoxicated persons;

(c) Relevant provisions of State laws and City ordinances concerning the selling and possession of marijuana;

(d) Proper sanitation with respect to the use of marijuana paraphernalia and the consumption of edibles, to the extent not regulated by Southern Nevada Health District;

(e) Methods of preventing and halting fights and other disturbances of the peace; and

(f) Methods of preventing the entry of minors into establishments.

(3) For social use venues that will allow smoking or vaping, or both, an air quality plan that provides for the operation of an air purification system that is adequate to remove from the ambient air any smoke or vapor that contains THC compounds so as to protect employees from the effects of secondhand smoke or vapors.

(B) For approval by the Department of Fire and Rescue, a fire safety plan designed to ensure the safety of employees, patrons and the public.

6.96.060: Each employee of a social use venue must first obtain and maintain a valid work card pursuant to LVMC Chapter 6.86.

6.96.070: It is unlawful for an employee or principal of a licensee to be intoxicated or under the influence of alcohol, marijuana or marijuana products while working on the premises during business hours.

6.96.080: During any time a social use venue business is in operation, whether or not another business is being operated in the same location, it is unlawful for the social use venue business to:

(A) Employ a person under the age of twenty-one years (or allow such an employee) to

handle marijuana, marijuana products or marijuana paraphernalia.

(B) Allow any person under the age of twenty-one years inside the establishment.

(C) Sell, provide or distribute marijuana, marijuana products within or on the premises of a social use venue.

(D) Allow the consumption of marijuana or marijuana products within the view of the general public from outside the establishment.

(E) Allow the smoking of marijuana within any outdoor area.

(F) Allow within the establishment the use of any paraphernalia or equipment that does not comply with the fire safety plan approved by the Department of Fire and Rescue.

(G) Allow the delivery to the establishment of marijuana or marijuana products except in accordance with applicable requirements of the State regulating authority.

(H) Provide or allow on the premises the sale or consumption of alcoholic beverages.

(I) Store marijuana or marijuana products on the premises or allow such storage on the premises.

(J) Allow any room to be used for the consumption of marijuana or marijuana products that is not immediately accessible to law enforcement or any patron of the establishment.

6.96.090: Each social use venue shall:

(A) Comply with the odor control and disposal requirements that are set forth in LVMC 6.95.130 and 6.95.190, respectively, regarding other marijuana-related establishments.

(B) Comply, as applicable, with the requirements of the security plan, training plan, air quality plan and fire safety plan approved pursuant to LVMC 6.96.050.

(C) Be responsible for maintaining and conducting all activities upon, and providing security and security measures for, the premises in accordance with applicable statutes, regulations, ordinances, license conditions, and the approved security and fire safety plans.

(D) Not knowingly permit upon the premises any violation of applicable statutes, regulations, ordinances, license conditions, or the approved security and fire safety plans, or permit

nuisances or other activities that endanger the health or safety of patrons, employees or the public.

(E) Ensure that at least one qualified person is on the premises at all times during the hours of operation. For purposes of this subsection, "qualified person" means a principal or key employee who has been approved for suitability pursuant to LVMC 6.06.060.

6.96.100: In addition to and independent of any other remedy available under this Title, the Director or Metro may suspend a license immediately for a period not to exceed ten days under any of the following circumstances:

(A) Alcoholic beverages have been sold or served or are found on the premises.

(B) Employees of the establishment are found in possession of illegal substances.

(C) Employees of the establishment have consumed marijuana or marijuana products while working.

(D) Marijuana or marijuana products are being stored on the premises.

SECTION 2: Title 6, Chapter 86, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.050: Applicants for a work card for the following are subject to the provisions of Section 6.86.060:

(A) Employees of adult nightclub establishments licensed under Chapter 6.06B;

(B) Employees of erotic dance establishments licensed under Chapter 6.35; [and]

(C) Employees of medical marijuana establishments and marijuana establishments licensed under Chapter 6.95[.]; and

(D) Employees of social use venues licensed under Chapter 6.96.

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 to 6, inclusive, 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: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section

10, is hereby amended by providing that the use "Social Use Venue" is permitted by means of special use permit in the C-1, C-2, C-M and M Zoning Districts. In order to reflect the amendment, the use "Social Use Venue" shall be added at the appropriate location and the letter "S" shall be inserted in the box that represents the intersection of the row for the use "Social Use Venue" and each of the columns for the C-1, C-2, C-M and M Zoning Districts.

SECTION 5: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate location, an entry for the use "Social Use Venue" to read as follows:

Social Use Venue

Description: A business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the use of marijuana within business establishments, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a social use venue and certain other uses that should be protected from the impacts associated with a social use venue. Therefore, except as otherwise provided below, no social use venue may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;

b. Church/house of worship;

c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);

d. Community recreational facility (public); or

e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest

distance between two property lines, one being the property line of the proposed social use venue 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 social use venue. The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a social use venue refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed social use venue will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed social use venue will be located;

C. All parking spaces required by this Section 19.12.070 for the marijuana consumption lounge use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

*5. Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

*6. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site, if operated in conjunction with other such use(s). If operated as the sole or principal use, one space for each 250 square feet of gross floor area.

SECTION 6: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

Social Use Venue. A business which allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010, 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 8: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 4 to 6, inclusive, of this Ordinance.

SECTION 9: 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 10: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon

conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 11: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____
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 _____, 2018, 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 _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

PROPOSED FIRST AMENDMENT VERSION 3-7

BILL NO. 2018-61

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC TITLES 6 AND 19 TO ADOPT PROVISIONS ESTABLISHING A BUSINESS LICENSE CATEGORY AND LAND USE REGULATIONS FOR SOCIAL USE VENUES (MARIJUANA), TOGETHER WITH ACCOMPANYING REQUIREMENTS AND LIMITATIONS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 6.96, consisting of Sections 10 to 100, inclusive, reading as follows:

6.96.010: As used in this Chapter:

"Marijuana" has the meaning ascribed to it in NRS Chapter 453D.

"Marijuana paraphernalia" has the meaning ascribed to it in NRS 453D.030 and means any equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repacking, storing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

"Marijuana products" has the meaning ascribed to it in NRS 453D.030 and means products comprised of marijuana or concentrated marijuana and other ingredients that are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

"Social use venue" means a business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

"State regulating authority" means the Department of Taxation of the State of Nevada and/or any other agency assigned to administer NRS 453D.

6.96.020: The City Council finds and declares that:

(A) It is an appropriate exercise of the licensing power to authorize the operation of social use venues subject to appropriate limitations and conditions.

(B) Nothing in this Chapter is intended to limit the application of State law and regulations governing marijuana products, drug paraphernalia, marijuana paraphernalia or substances that are classified or to be classified as controlled substances under State law and regulations, including without limitation NRS Chapters 453, 453A and 453D, and regulations adopted thereunder.

(C) Businesses subject to this Chapter are subject to compliance with State law and regulations in accordance with the terms thereof, notwithstanding any provisions of the Chapter that pertain specifically to and are an exercise of the City's licensing and regulatory powers and jurisdiction.

6.96.030: (A) No person shall engage in business as a social use venue within the City without first obtaining a social use venue business license pursuant to this Chapter. No such license is available to any person other than the holder of a license for a medical marijuana dispensary or a retail marijuana store. The license shall be a privileged license subject to the provisions of LVMC Chapter 6.06. In addition to any other condition that may be imposed upon a business license pursuant to Title 6, the City Council may issue a time-limited license or otherwise condition a license to a specified duration.

(B) Each licensee under this Chapter shall pay an annual license fee of five thousand dollars.

(C) A social use venue is authorized to sell, provide or distribute marijuana paraphernalia. Sales of such paraphernalia shall be subject to a general retail license, with license fees to be based on gross sales pursuant to LVMC 6.04.005.

(D) If the applicant for a social use venue license under this Chapter is someone other than the owner of the property on which the social use venue will be located, the applicant must provide, in connection with the license application, written confirmation by the property owner that the owner is fully

aware of the property's intended use.

6.96.040: In addition to any other requirements for a license application that is subject to LVMC Chapter 6.06, the applicant for a social use venue license under this Chapter must submit the following:

(A) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of an establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such establishment by federal authorities, may render the license subject to immediate suspension or revocation.

(B) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a license, including any claims and litigation arising from the establishment, operation, or ownership of the establishment, and that a bond to secure such obligation in an amount required pursuant to LVMC 6.95.090 will be provided prior to the issuance of any license.

(C) Provide an acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each principal must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive a license is at all times on the applicant; that the granting of a license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

6.96.050: Before the issuance of a license pursuant to this Chapter, the applicant must submit:

(A) For approval by the Department:

(1) A security plan designed to ensure compliance with this Chapter.

(2) A training plan by which employees and principals will receive and successfully complete training regarding the effects of marijuana use, overconsumption, safety standards,

and sanitation standards, with such training to be provided by a properly licensed provider capable of certifying the successful completion of training. The curriculum must consist of not fewer than two hours of instruction and include, without limitation, instruction on the following topics:

(a) The clinical effects of marijuana on the human body;

(b) Methods of identifying intoxicated persons;

(c) Relevant provisions of State laws and City ordinances concerning the selling and possession of marijuana;

(d) Proper sanitation with respect to the use of marijuana paraphernalia and the consumption of edibles, to the extent not regulated by Southern Nevada Health District;

(e) Methods of preventing and halting fights and other disturbances of the peace; and

(f) Methods of preventing the entry of minors into establishments.

(3) For social use venues that will allow smoking or vaping, or both, an air quality plan that provides for the operation of an air purification system that is adequate to remove from the ambient air any smoke or vapor that contains THC compounds so as to mitigate the impact of those compounds on employees of the establishment.

(B) For approval by the Department of Fire and Rescue, a fire safety plan designed to ensure the safety of employees, patrons and the public.

6.96.060: Each employee of a social use venue must first obtain and maintain a valid work card pursuant to LVMC Chapter 6.86.

6.96.070: It is unlawful for an employee or principal of a licensee to be intoxicated or under the influence of alcohol, marijuana or marijuana products while working on the premises during business hours.

6.96.080: During any time a social use venue business is in operation, whether or not another business is being operated in the same location, it is unlawful for the social use venue business to:

(A) Employ a person under the age of twenty-one years (or allow such an employee) to handle marijuana, marijuana products or marijuana paraphernalia.

(B) Allow any person under the age of twenty-one years inside the establishment.

(C) Sell, provide or distribute marijuana, marijuana products within or on the premises of a social use venue.

(D) Allow the consumption of marijuana or marijuana products within the view of the general public from outside the establishment.

(E) Allow the smoking of marijuana within any outdoor area.

(F) Allow within the establishment the use of any paraphernalia or equipment that does not comply with the fire safety plan approved by the Department of Fire and Rescue.

(G) Allow the delivery to the establishment of marijuana or marijuana products except in accordance with applicable requirements of the State regulating authority.

(H) Provide or allow on the premises the sale or consumption of alcoholic beverages.

(I) Store marijuana or marijuana products on the premises or allow such storage on the premises.

(J) Allow any room to be used for the consumption of marijuana or marijuana products that is not immediately accessible to law enforcement or any patron of the establishment.

6.96.090: Each social use venue shall:

(A) Comply with the odor control and disposal requirements that are set forth in LVMC 6.95.130 and 6.95.190, respectively, regarding other marijuana-related establishments.

(B) Comply, as applicable, with the requirements of the security plan, training plan, air quality plan and fire safety plan approved pursuant to LVMC 6.96.050.

(C) Be responsible for maintaining and conducting all activities upon, and providing security and security measures for, the premises in accordance with applicable statutes, regulations, ordinances, license conditions, and the approved security and fire safety plans.

(D) Not knowingly permit upon the premises any violation of applicable statutes,

regulations, ordinances, license conditions, or the approved security and fire safety plans, or permit nuisances or other activities that endanger the health or safety of patrons, employees or the public.

(E) Ensure that at least one qualified person is on the premises at all times during the hours of operation. For purposes of this subsection, "qualified person" means a principal or key employee who has been approved for suitability pursuant to LVMC 6.06.060.

6.96.100: In addition to and independent of any other remedy available under this Title, the Director or Metro may suspend a license immediately for a period not to exceed ten days under any of the following circumstances:

(A) Alcoholic beverages have been sold or served or are found on the premises.

(B) Employees of the establishment are found in possession of illegal substances.

(C) Employees of the establishment have consumed marijuana or marijuana products while working.

(D) Marijuana or marijuana products are being stored on the premises.

SECTION 2: Title 6, Chapter 86, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.050: Applicants for a work card for the following are subject to the provisions of Section 6.86.060:

(A) Employees of adult nightclub establishments licensed under Chapter 6.06B;

(B) Employees of erotic dance establishments licensed under Chapter 6.35; **[**and**]**

(C) Employees of medical marijuana establishments and marijuana establishments licensed under Chapter 6.95**[**.**]**; and

(D) Employees of social use venues licensed under Chapter 6.96.

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 to 6, inclusive, 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: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by providing that the use "Social Use Venue" is permitted by means of special use permit in the C-1, C-2, C-M and M Zoning Districts. In order to reflect the amendment, the use "Social Use Venue" shall be added at the appropriate location and the letter "S" shall be inserted in the box that represents the intersection of the row for the use "Social Use Venue" and each of the columns for the C-1, C-2, C-M and M Zoning Districts.

SECTION 5: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate location, an entry for the use "Social Use Venue" to read as follows:

Social Use Venue

Description: A business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the use of marijuana within business establishments, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a social use venue and certain other uses that should be protected from the impacts associated with a social use venue. Therefore, except as otherwise provided below, no social use venue may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;

b. Church/house of worship;

c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);

d. Community recreational facility (public); or

e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed social use venue 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 social use venue. The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a social use venue refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed social use venue will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed social use venue will be located;

C. All parking spaces required by this Section 19.12.070 for the marijuana consumption lounge use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist

and may be hereafter amended.

*5. Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

*6. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

*7. No Special Use Permit for this use is available for any parcel on which nonrestricted gaming is conducted, or any parcel that is within a gaming enterprise district referenced in LVMC 6.40.160 or the Gaming Enterprise Overlay District described in LVMC 19.10.130.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site, if operated in conjunction with other such use(s). If operated as the sole or principal use, one space for each 250 square feet of gross floor area.

SECTION 6: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

Social Use Venue. A business which allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010, 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 8: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 4 to 6, inclusive, of this Ordinance.

SECTION 9: 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 10: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 11: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____
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 _____, 2018, 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 _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

#56 SUV ALK and THC

Below you will see a list toxicology results for 2018 fatal collisions. I've included only fatal collision events that indicated marijuana (18 events in total). Please note that there are toxicology reports still pending. The following data includes all results that we have as of today (02-27-19). I have provided the information for both the at fault, and the not at fault party (primary at fault being determined by the Detectives, assigning the primary causal factor).

At Fault Impairment	Alcohol or Type of Drug At Fault	Toxicology Results At Fault	Not At Fault Impairment	Alcohol or Type of Drug Not At Fault	Toxicology Results Not At Fault
Yes	Alcohol	.194 / .179	Yes	Hydrocodone-Free, Deta-9 THC	37 ng/mL, 1.1 ng/mL
Yes	Alcohol & Cannabis	0.22 bac 5.3 ng/mL	N/A	N/A	N/A
Yes	Alcohol & Cannabis	.228 BAC / 21 THC	No	N/A	N/A
Yes	Alcohol & Marijuana	.195 & .173, 11-Hydroxy-THC 3.5ng/ml, THC-Carboxylic Acid 41.9 ng/ml, Delta-9 Tetra 16.2 ng/mL	No		
Yes	Alcohol, Cocaine, Cannabis	Alcohol = .200; Cocaine = 25 ng/ml; Cannabis = 17 ng/ml	N/A	N/A	N/A
Yes	Amphetamine, Methamphetamine, Delta-9 Carboxy THC, Delta-9 THC	Codeine- Free 20 ng, Morphine-Free, 170 ng, Amphetamine 27 ng, Methamphetamine 59 ng, Delta-9 Carboxy THC 7.6, Delta-9 THC .5	N/A	N/A	N/A
Yes	Caffeine, Phenylpropanolamine, Amphetamine, Methamphetamine, Delta-9 Carboxy THC, Delta-9 THC	Positive, 7.0 ng/mL, 30 ng/mL, 110 ng/mL, 7.3 ng/mL, .97 ng/mL	Yes	No	N/A
Yes	Cannabis	13 ng/mL	No	N/A	N/A
Yes	Cannabis	Pending	No	N/A	N/A
Yes	Marijuana	Delta-9 THC 12 ng	No		
Yes	Marijuana	33 ng/mL	No	N/A	N/A
Yes	Marijuana	4.5 ng/mL	N/A	N/A	N/A
Yes	Marijuana / Meth	9.7 ng/mL (Marijuana) - 20 ng/mL (Meth)	No	N/A	N/A

Submitted at City Council
Date 3/20/19 Item 56
By: Councilman Coffin

Yes	Meth / Marijuana	TOX not done, hospital records showed positive.	No	N/A	N/A
No	N/A	N/A	Yes	Marijuana	2.9 ng/mL
No	n/a	N/A	Yes	CNS Depressant, Narcotic Analgesic, Cannabis	39 ng/mL of Alprazolam, 94 ng/mL of Dihydrocodeine / Hydrocodol, 690 ng/mL of Hydrocodone – Free, 3.6 ng/mL of Hydromorphone – Free, 610 ng/mL of Oxycodone – Free, 4.3ng/mL of Oxymorphone, 11 ng/mL of Delta-9 Carboxy Tetrahydrocannabinol (THC), and 10 ng/mL of Delta-9 Tetrahydrocannabinol (THC).
No			Yes	Alcohol and Marijuana within legal limits	BAC .036g/100ml, D9 Carboxy THC 5.3 ng/ml, D9 THC 1.9 ng/ml
No			Yes	Marijuana	8 ng/mL Delta-9 THC

Here are two sets of stats. The top one is for cases with a BAC below the per se limit, the bottom one is for cases with a BAC above the per se limit. This includes data for all of the agencies that we provide forensic analysis for (Henderson, Mesquite, Boulder City and North Las Vegas):

DUI cases with blood alcohol content (BAC) below 0.084% that had one or more drugs in the blood 84%

DUI cases with BAC below 0.084% with multiple drugs 61%

DUI drug cases below 0.084 with THC only 39%

Percentage of DUI cases with a BAC above 0.084% with drugs in their system: 62%

Here is a breakdown of those cases with a BAC above 0.084% with drugs in their system:

- % of cases with Marijuana and other drugs in their system and BAC above 0.084%: 16%
- % of cases with only marijuana in their system and BAC above 0.084%: 46%
- % of cases with any drug in their system that was not marijuana and BAC above 0.084%: 38%

Henderson Police Department Crime Lab
222 Lead Street
Henderson, NV 89015

AGENDA SUMMARY PAGE
City Council
Meeting of: April 3, 2019

Agenda Item No.:
55

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2019-5 - Amends LVMC 2.60.070 to adopt the most recent versions of the Nevada Local Government Records Management Program Manual and related Local Government Records Retention Schedules. Proposed by: LuAnn D, Holmes, City Clerk

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 2.60.070 to adopt the most recent versions of the Nevada Local Government Records Management Program Manual and related Local Government Records Retention Schedules. State law and regulations establish minimum records retention requirements for local governments, while allowing local governments the flexibility to adopt standards that either supplement or exceed the minimum State requirements. Adoption of the State's minimum standards by means of this bill will document the City's compliance with the record-retention requirements.

RECOMMENDATION:
ABEYANCE to 3/4/2019 Recommending Committee Meeting by the 2/19/2019 Recommending Committee; ABEYANCE to 4/1/2019 Recommending Meeting by the 3/4/2019 Recommending Committee. ADOPTION at the 4/17/2019 City Council Meeting pursuant to the 4/1/2019 Recommending Committee Meeting.

First Reading – 2/6/2019; First Publication – 4/4/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-5
2. Backup Submitted from the March 4, 2019 Recommending Committee Meeting

BILL NO. 2019-5

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 2.60.070 TO ADOPT THE MOST RECENT VERSIONS OF THE NEVADA LOCAL GOVERNMENT RECORDS MANAGEMENT PROGRAM MANUAL AND RELATED LOCAL GOVERNMENT RECORDS RETENTION SCHEDULES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: LuAnn D. Holmes, City Clerk

Summary: Amends LVMC 2.60.070 to adopt the most recent versions of the Nevada Local Government Records Management Program Manual and related Local Government Records Retention Schedules.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 60, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.60.070: (A) A record may be disposed of only in accordance with the records retention schedule that has been approved for records of that type.

(B) **[**The following documents are hereby adopted by the City:

(1) "Nevada Local Government Records Program Manual," as adopted by the Division of State Library and Archives on June 26, 2007, and subsequently amended on February 9, 2010; and

(2) "Local Government Records Retention Schedules," as adopted by the Division of State Library and Archives on June 26, 2007, and as subsequently amended on August 28, 2008, February 9, 2010, and June 27, 2012.**]** <u>The City hereby adopts the "Local Government Records Management Program Manual" and the "Local Government Records Retention Schedules" in the versions of those documents that have been adopted most recently by the Nevada State Library, Archives and Public Records Division of the Nevada Department of Administration.</u> The respective retention periods that are established in those documents shall be the minimum periods for which the records of the City, other than judicial records and other documents of the Municipal Court, must be retained.

(C) The City may establish periods of retention longer than those designated by the State for any particular class of record. Further, the City may establish retention schedules for any record not addressed by the State's schedules. Any schedule proposed to be established pursuant to this Subsection (C) shall be submitted to the City Clerk for approval. Thereafter, the City Clerk shall submit the same to the City Council for its approval. Such approval shall be accomplished by ordinance.

(D) The disposition of judicial records and other documents of the Municipal Court shall be governed by a records retention schedule that is approved by the Judges of the Municipal Court by a court rule that is adopted in accordance with the rules of the Nevada Supreme Court. Such schedule shall become effective upon its approval by a majority of the Judges of the Municipal Court and shall establish a system of records management for Municipal Court to be implemented by the Court Administrator.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 3: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-22-19
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 _____, 2019, 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 _____, 2019, 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

Local Government Records Retention Schedules



Amended
November 21, 2018

These schedules were adopted in accordance with NRS 239.125 and NAC 239.155, and supersede all previous versions.

Recommending Committee
Submitted at Meeting
Date: 3/4/2019 Item: 4

Table of Contents

Section Name	Record Series Title
Administrative Records	Accreditation Records
	Activity Reports
	Administrative Hearing Files
	Annexations of Property
	Annual Audit Plan Files
	Applications and Resumes for Appointive Positions - Appointed
	Applications and Resumes for Appointive Positions - Not Appointed
	Board and Commission Volunteer Interest Forms
	Calendars
	Cemetery Records
	Census of Government and Survey of Government Employment
	Certificate of Transfer - Recipient Department or Office
	Certificate of Transfer - Transferring Department or Office
	Charter Records
	Citizen Awards
	Committee Records, Ad Hoc
	Committee/Board Records-External Agencies
	Community Histories
	Contracts and Agreements
	Cooperative Agreements
	Correspondence: Complaints
	Correspondence: Executive
	Correspondence: Project or Case
	Correspondence: Routine Business
	Correspondence: Transitory
	Delegation of Authority Records
	Departmental Regulations, Policies and Procedures
	Directives of Manager
	Electronic Mail (E-mail)
	Employee Suggestion Forms
	Final Plan for Capital Improvement
	Financial Impact Analysis Records
	Fleet GPS Monitoring Reports
	Generators of Hazardous Waste Records

Section Name	Record Series Title
Administrative Records	Gift and Donation Records
	Gift Disclosures
	History Files
	In Memorial Records
	Interlocal Contracts
	Jury Duty, Exemption Requests
	Key and Keycard Records
	Legal Opinions
	Legislative Relations Records
	Lobbyist Forms
	Mailings: Mailing and Distribution Lists
	Mailings: Records of Mailing
	Mailings: Undeliverable Mailings
	Membership of Boards and Commissions
	Microfilm Quality Control Records
	Mission Statement
	Museum Records
	Naming of Local Government Buildings/Facilities Files
	Nevada Acknowledgement of Ethical Standards for Public Officials
	Oaths
	Occupational Safety: First Aid Records
	Occupational Safety: Hazard Communication Program
	Occupational Safety: Hazardous Material Safety File
	Occupational Safety: Occupational Noise Exposure Measurement Record
	Occupational Safety: OSHA Citation Postings
	Occupational Safety: OSHA Files
	Occupational Safety: OSHA Inspection and Violation Files
	Occupational Safety: OSHA Notices Postings
	Occupational Safety: Personal Protective Equipment (PPE) Records
	Occupational Safety: Records and Reports of Safety Committees
	Occupational Safety: Respirator Fit Test
	Occupational Safety: Respiratory Protection Program Records
	Occupational Safety: Workers' Compensation Claim Files - Insurer Copy
	Occupational Safety: Workers' Compensation Claims File - Agency Copy
	Open Meeting Law: Agendas - Annotated

Section Name	Record Series Title
Administrative Records	Open Meeting Law: Hearings - Notice of Public Hearing
	Open Meeting Law: Hearings - Records of Hearing
	Open Meeting Law: Legal Notices
	Open Meeting Law: Meeting Notification Lists
	Open Meeting Law: Minutes of all Boards, Commissions, Committees and Councils
	Open Meeting Law: Posting Requests Received from Public Bodies
	Open Meeting Law: Recordings of Meetings
	Open Meeting Law: Speaker/Comment Cards
	Open Meeting Law: Supplemental Material
	Ordinances and Resolutions
	Organizational Charts
	Parking Permits, Employee
	Passport Transmittals
	Performance Audits by External Agencies (Non-Financial)
	Permission to Use Municipal Logo
	Personal Information Security Breach Notification Records
	Petitions Submitted to Governing Body (Not Election Related)
	Photo Release Forms
	Presentation Materials
	Press/Media Releases
	Proclamations
	Property and Equipment, Records and Inventories (office copies)
	Property Management: Building Protection Systems Records-Agency Copy
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	Property Management: Security Camera Recordings
	Property Management: Security Records
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	Public Records Requests
	Purchase, Sale or Transfer of Real Property Files
	Quality Assurance Recordings
	Quality Assurance Review Audits and Reports
	Records Destruction Certificate
	Records of Formal Negotiations
	Records Retention Schedule

Section Name	Record Series Title
Administrative Records	Reports Required by Law/Regulation
	Requisitions / Purchase Orders (office copies)
	Resignations of Elective and Appointive Officials
	Restricted Document Log (Homeland Security Act)
	Risk Management: Accident Reports
	Risk Management: Emergency Action Plan
	Risk Management: Insurance Policies
	Risk Management: Insurance: Claims
	Risk Management: Job Safety Analysis
	Risk Management: Liability Release Forms
	Risk Management: National Flood Insurance Program (CRS) Records
	Risk Management: Property Insurance Inspection Reports
	Risk Management: Red and Amber Light Permits
	Risk Management: Smog Inspections
	Risk Management: Vehicle Maintenance Records
	Risk Management: Vehicle Visual Inspections
	Seal and Logo Records
	Special Boards, Commissions, Councils, Committees, Offices and Task Force Records
	Special Event and Celebration Records
	Special Study Report Files
	Specialized or Local Ethics Committee
	Staff Meeting Records
	Strategic Plan Files
	Summons and Subpoenas
	Surveys, Polls, and Questionnaires
	Telecommunication System Management Records
	Telephone Logs
	Trademarks, Trade Names and Service Marks Files
	Trust Fund for Retirement Benefits (NRS 287.017)
	Unmanned Aerial Vehicle (UAV) Recordings
Air Quality and Environmental Management	BLM Project Records
	Emission Inventory Studies and Reports
	Emission Reduction Program Records
	Endangered Species Act (ESA) Section 10 Records
	Enforcement Actions

Section Name	Record Series Title
Air Quality and Environmental Management	Landfill Records
	Nevada CAPP/PTAH Files
	Permit Files-Stationary Source
	State Implementation Plan (SIP) and related studies
	State Implementation Plans (SIP) - Transportation Plans
	Vacant Land Monitoring Reports
Airports	Activity Reports
	Airport Aid Program Grantees: Affirmative Action Plans
	Airport Aid Program Grantees: Reports not transmitted to the Federal Aviation Administration
	Airport Certification Manuals or Specifications
	Airport Emergency Documentation Records
	Airport Emergency Planning Records
	Airport Fueling Agent Inspections
	Airport Law Enforcement Activity Records
	Airport Project Records
	Daily Log of Control Center
	Escort Log
	Federal Aid to Airport Records
	Navigational Facilities Maintenance and Operation Records
	Noise Compatibility Planning Records
	Notices to Airmen (NOTAM)
	Parking Positions for Aircraft
	Passenger Facility Charges (PFC)
	Security Program Records
	Self-Inspection Program Records
Animal Control	Animal Permit and License Records
	Bite Reports
	Communicable Disease Reports
	Counter Receipts / Logs
	Dog License Forfeits
	Euthanasia License Records
	Lost and Found Records
	Medical Records, Animal Control
	Pet Impound Records
	Rabies Vaccination Certificate Records

Section Name	Record Series Title
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	Reports of Injured Animals
	Violation Notices to Owners
Assessors	Additional Tax Due and Valuation Notices
	Affidavits of Tax Exemption
	Appraisal Records
	Assessment Appeals
	Assessment Rolls and/or Tax Lists
	Business Personal Property Statements
	Change of Address Form
	County Board of Equalization Records
	Court Orders and Affidavits, Confidential Taxpayer
	Declarations of Value
	Escrow Confirmation Reports
	Maps
	Property Tax Abatement Records
	Ratio Studies
	Receipts for Payment of Personal Property Tax
	Reports to Nevada Department of Taxation
	Special Assessments
	Trip Permits
Attorney	Attorney General Opinions
	Calendar of Cases
	Case Files Felony: Where Defendant Sentenced to Life or Death Penalty
	Case Files: Appealed Cases
	Case Files: Domestic Violence -Misdemeanor
	Case Files: Domestic Violence-Felony
	Case Files: Driving Under the Influence (DUI)-Felony
	Case Files: Driving Under the Influence (DUI)-Misdemeanor
	Case Files: Felony
	Case Files: Gross Misdemeanor
	Case Files: Juvenile
	Case Files: Misdemeanor
	Child Support Case Files
	Child Support Compliance Statements from Licensing Agencies

Section Name	Record Series Title
Attorney	Child Support Payment Reports
	Child Support Reports
	Child Support Statistical Reports
	Child Welfare: Appellate Case Files
	Child Welfare: Case Files
	Child Welfare: Sexual Abuse and Child Fatality Case Files
	Child Welfare: Termination of Parental Rights (TPR) Case Files
	Civil Cases
	Civil Forfeiture and Asset Seizure Files
	Complaints
	Denied Prosecution Files
	Dispositions of Cases
	Fraudulent Check Diversion Program Files
	Fugitives from Justice Case Files (Other Jurisdictions)
	Grand Jury Reports
	Improper Governmental Action Case Files
	Opinions
	Pre-Prosecution Diversion Program Files
	Receipts for Criminal Reports
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	Requests for Opinions
	Victim Assistance Case Files
	Witness Compelling Case Files
	Writs
Auditor	Accounts Payable
	Accounts Receivable (Revenue)
	Annual Audits
	Annual Statement to State Controller
	Auditors Policy and Procedures Manual
	Fee books
	Monthly Statement to Governing Body
	Tax Deeds
	Treasurer's Receipts (duplicates)
Building and Safety	Addresses in Subdivisions
	Affidavits of Non-Use

Section Name	Record Series Title
Building and Safety	Applications for Temporary Placement of Trailer
	Building Master Record
	Building Trades Occupational Licensing Records
	Buildings, Record of Street Addresses
	Cancelled Plans
	Code Interpretations
	Code Violation Records
	Customer Tickets (Call Before You Dig)
	Daily Logs of Inspections, Code Enforcement
	Demolition Records
	Dust Control Permits
	Fire and Life Safety Files
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	Performance Bonds
	Permits - Application File
	Permits - Cancelled Permits
	Permits - Design and Construction File, Commercial or Public Structures
	Permits - Design and Construction File, Residential Structures
	Plans for Commercial and Public Structures
	Plans for Residential Structures
	Plans: Checkers, Records of Persons Reviewing Plans and Blueprints
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	Sewer Taps
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	Temporary Power, Requests
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	Business License Applications-Rejected/Denied
	Business License Audit Reports
	Business Licenses – Renewals
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Section Name	Record Series Title
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	Investigations
	Liquor and Gaming Licenses
	Lists of and Requests for Changes of Information
	Master List of Businesses Licensed
	Notices to Renew License
	Out of Business Files
	Receipts for Collection of Taxes on Lodging, Liquor and Gaming
	Records of Gross Receipts Reported by Gaming Establishments
	Reports of Hotels, Motels and Campgrounds
	Temporary Licenses or Permits
	Waivers
City Clerk	Applications to Solicit Money
	Bonds (Construction)
	Claims Against a City
	Filings of all items required by law to be filed with the City Clerk
	Financial Disclosure List
	Financial Statements of Solicitors of Money
	Franchise Agreements
	Leases
	Proposed Expenditures
	Sister City Programs
	Solicitation Permits, Receipts
Civil Service	Examinations: Applicants Records
	Report of Oral Ratings
	Transcripts of Hearings of Civil Service Board Involving Appeals
Conservation Districts	Conservation District Files
Constable	Dockets
	Mistakes and Refunds
	Record of Evictions
	Record of Notices of Eviction
	Revocation Files
	Unserved Papers
Convention and Visitor Authorities	Advertising (including audio and visual materials)
	Bookings

Section Name	Record Series Title
Convention and Visitor Authorities	Convention Calendar
	Gaming and Room Tax Records: Duplicate (original filed by county)
	Gaming and Room Tax Records: Original (taxing authority)
	Marketing Records
	Press Kits
	Reservations
Cooperative Extension Programs	Cooperative Extension Program Reports
	Enrollment Cards:4 H Club
	Guidelines Pertaining to the Civil Rights of Employees of and Participants in Cooperative Extension Programs
	Records of Accident Insurance Provided to Participants in Special Programs
Coroner / Medical Examiner	Autopsies: Protocol
	Autopsies: Reports
	Case Files
	Decedent Personal Property Records
	Deputies Appointments and Oaths
	Inquests
	Laboratory Equipment Repair and Maintenance Records
	Missing Persons Bulletins
	Register of Cases
County Clerk	Bonding Companies: Powers of Attorney
	Bonding Companies: Reports
	Bonds and Oaths of Notaries Public
	Business Fictitious Name Certificates
	Certificates of Ministers Authorized to Perform Marriages: Record of Active Certificates
	Certificates of Ministers Authorized to Perform Marriages: Record of Revoked Certificates
	County Board of Equalization Records
	District Attorney's Opinions
	Fee Book
	Filings of all Records Required to be Filed With the County Clerk
	Financial Disclosure List
	Leases
	Marriage License Records (applications, receipts, etc.)
	Outdoor Advertising Permits
	Petition Sign-Up Site Listing
	Petitions, Failed Initiatives

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	Resources and Expenditures, Quarterly Report
	Surveys and Established Boundaries, including Maps
County Recorder	Certificates for Appropriation of Water
	General Receiving /Fee Records
	Monthly Report of Recorded Documents
	Notices of Federal Tax Liens
	Recorded Documents
Economic Development	Community Development Block Grant (CDBG) Files
	Economic Development - Client Profiles
	Façade Improvement Projects
	Revolving Loan Account
	Revolving Loans
Elections	Absentee Voter Records
	Abstract of Votes Cast
	Ballots and Ballot Receipt
	Campaign Contribution and Expense Reports
	Certificate of Election
	Challenge Lists
	Contested Election Records
	Declarations of Candidacy
	Election Complaints
	Election Costs Records
	Initiative or Referendum Petitions
	Lists of Official Candidates
	Official Returns
	Petition Sign-Up Site Records
	Plans for the Security of Ballots
	Precinct Maps
	Procedure Plans for Observers of Elections
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	Records of Election Board Officers
	Records of Persons Assigned to Work at Polling Places
	Rosters of Registered Voters and Poll Books
	Sample Ballots

Section Name	Record Series Title
Elections	Tally Lists
	Voter Registration Records
	Voting Systems - Computer Programs
Emergency Management	Civil Preparedness Guidance (CPG) and State and Local (SLG) Guides
	Disasters and Emergencies - Financial Records
	Incident Records - Disasters and Emergencies
	List of Vendors from Whom Equipment and Products (supplies) are Purchased
	Plans for Recovery from Disasters
	Records of Emergency Training Exercises
	Records of Equipment Inventories
Financial Records	Abstract of Taxes
	Accounting Files (Office Copy)
	Accounts Payable Files
	Accounts Receivable Files
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	Annual Budget - Final Budget
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	Auditors' Reports
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	Bankruptcy Records
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	Bond Issues
	Check Registers
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	Direct Payment Records
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Section Name	Record Series Title
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	Grants: Unsuccessful Loan/Grant Applications
	Housing Authorities Files
	Investment Records
	IRS Section 125 Records
	Journal Entries
	Liens and Releases
	Local Government Financial Emergency Files
	Monthly Budget Status Reports
	NRS 338.1444 Report
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	Payment Card Industry (PCI)-Audit Logs
	Payment Card Industry (PCI)-Sensitive Authentication Data
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	Project Ledgers
	Property and Equipment Inventory
	Receipts, All Monies Received
	Refund Records
	Returned Checks, Files
	Revenue Ledgers
	Revenue Sharing Records
	Room Tax Return Files
	Subsidiary Ledgers or Registers
	Superfund Grant Records

Section Name	Record Series Title
Financial Records	Tax Bills
	Tax Exempt Bond Files
	Tax Notices
	Tax Protest Letters
	Tax Receipts and Stubs
	Tax Redemption Certificates
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	Tax Sales Redeemed
	Tax Sales Reports
	Travel Records
	Trial Balance Reports
	Unclaimed Property Report
Fire and Rescue Department	Accident Reports
	Activity Reports and Logs, Fire Department
	Against Medical Advice Records
	Alarm System Files
	Ambulance Operating Permits
	Apparatus and Equipment Records
	Building Inspections (Fire Department)
	Building Plans
	Burn Injury Reports
	Controlled Substance Inventory and Use File
	Dispatch Logs
	Dispatcher, Audio Tapes
	Duty Roster
	Emergency Medical Incident Records - Youth
	Emergency Medical Incident Records-Adult
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	Explosives: Storage and Use Permits
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	False Alarm Reports
	Fire Alarm Reports, Daily
	Fire Codes
	Fire Department Training Files
	Fire Hydrant Records

Section Name	Record Series Title
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	Fire Prevention Education Programs
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	Fire Station and Facility Inspection Records
	Fire System Licensing Files
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	Hazardous Material Reference Guide
	Hazardous Materials Storage Permit Files
	Maps and Plans of Water Systems
	Maps, Fire Department
	Mutual Aid Agreements
	National Fire Incident Reporting System (NFIRS)
	Permit Files
	Pre-Fire Planning Reports
	Radio Frequencies
	Reports of Drills
	Responses, No Fire or Casualties
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	Air Pollution: Inventory of Emissions
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	Application for Solid Waste Permits: Denied, Incomplete or Withdrawn
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Section Name	Record Series Title
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	EMS License / Certification Files
	Food Protection Manager Certification
	Health Protection Complaint Files
	Health Protection Permit Files
	Health Protection Temporary Permit Files
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	Immunization: Statistics
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	ISDS (Individual Sewage Disposal Systems) - Commercial Files
	ISDS (Individual Sewage Disposal Systems) - Residential Files
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	Laboratory Services: Analytic Systems Records
	Laboratory Services: Authorization or Request for Test Records
	Laboratory Services: Logs, Worksheets, Instrument Printout Reports
	Laboratory Services: Procedures, Protocols, Instrument Maintenance, Validations
	Laboratory Services: Proficiency Test Reports
	Laboratory Services: Quality Control and Quality Assurance Records
	Laboratory Services: Slides, Cytology
	Laboratory Services: Slides, Histopathology
	Laboratory Services: Slides, Pathology Blocks
	Laboratory Services: Test Reports
	Laboratory Services: Test Reports - Pathology
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	Maternal Child Health Program Files
	Notices of Violations and Citations Issued
	Orders for Maintenance Work
	Patient Medical Records - Adult

Section Name	Record Series Title
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	Public Water System Plan Review Files
	Request for Vital Record
	Ryan White Program Client Grievance Files
	Sanitation Investigation Files
	Sewage and Water System Plan Reviews - Hotels and Motels
	Sewage and Water System Plan Reviews - Mobile Home Parks
	Sewage and Water System Plan Reviews - RV Parks
	Solid Waste Disposal Files (Facility Files)
	Statistical Record of Air Quality
	Swimming Pool Testing Logs
	TB Control Program Case Files
	WIC Client Files
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	Admissions Register or Report
	Alcohol: Inventories and Orders
	Alcohol: Permits
	Ambulance Enroute Telemetry Tape
	Annual Reports to Board
	Appointments for Treatment
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	Blood Bank Records
	Blueprints of Buildings
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	Constitution and Bylaws
	Credentialing Records-Physicians, Allied Health Providers and Observers
	Death Certificates
	Death Records
	Departmental Reports
	Dietary Services Records
	Discharge Reports

Section Name	Record Series Title
Hospitals	Emergency Medical Services (EMS) Recordings
	Equipment: Depreciation Records
	Equipment: Inspection Records
	Equipment: Inventories
	Equipment: Locations of Equipment
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	Health Information Disclosure Files
	HIPAA Compliance Audits
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	Pharmacy: Theft / Loss of Controlled Substances, Reports to Drug Enforcement Administration
	Pharmacy: Controlled Substance Inventory and Issue File
	Pharmacy: Inspection Reports
	Pharmacy: Narcotics Destruction Forms
	Pharmacy: Repackaging of Medications Log
	Physician On-Call Schedules
	Physician Privileges
	Policies and Procedures
	Psychiatric Reports, Records and Case Histories
	Radioisotopes - Receipt, Transfer, Use, Storage, Delivery, Disposal and Reports of Overexposure
	Radiological Film Badge Reports
	Records of Mammograms and Related Documents
	Reports of Communicable Disease

Section Name	Record Series Title
Hospitals	Security Guards / Systems, Logs and Diaries
	Sentinel Events
	Sharps Injury Log
	Social Services Case Histories
	Surgical Cases, Register
	Welfare Agency
Improvement Districts and Boards	Applications for Service
	Covenants, Restrictions and Amendments thereto
	Drains, Locations and Maintenance
	Easements
	Elections of Board-Records
	Financial Reports
	General Ledger
	LID Foreclosure Files
	Maps
	Proceedings of the Board of Trustees (records)
	Project files for Construction
	Reapportionments
	Specifications of Wells
	Water Flow of Wells
Information Technology	Capital Improvement Enterprise Electronic Development Project Files
	Computer Access Log
	Computer Run Scheduling Records
	Computer Usage Files
	Documentation of Computer System and Programs
	Enterprise Electronic Development Project Files
	Enterprise Electronic Development Project Files - Not Implemented
	Error Reports
	Geographic Information System (GIS) - Core Data
	Help Desk Telephone Logs and Reports
	Internet Services Logs
	Inventories of Circuits
	IT Access Control Policies and Procedures
	IT Access Control Reviews and Audit Trails
	IT Asset Inventory Files

Section Name	Record Series Title
Information Technology	IT Contingency Plan Tests
	IT Contingency Plans
	IT Employee Access Control and Security Awareness Files
	IT Security Evaluations
	IT Security Plans
	IT Security Reviews, Reports and Logs
	IT System User Master List
	Master Files
	Network or Circuit Installation and Service Files
	Production Job Submittal Log
	Restructure Database Audit Report
	Software Licenses
	Software Review Files
Juvenile Probation	Activity Forms Submitted to State Subsidy Program
	Aging Reports
	Community/School Notification Files
	Interstate Compact (ICOJ) Files
	Juvenile Probation Case Files
	Juvenile Probation Case Files-Sexual Offender
	Statistical Reports
Law Enforcement	Aircraft History and Maintenance Records
	Alarm Contact Records (Responsible Persons)
	Automated License Plate Reader/Recognition (ALPR) Records
	Auxiliary Police Files
	Background Investigations (Citizen Requested)
	Background Investigations (Internal)
	Bail, Records of (copies)
	Bicycles
	Billings, Casino Records Checks
	Bolo Books \ Bulletins from Other Agencies
	Booking\Re-Booking Records, Jails and Stations
	Calibration of Breath-Testing Device Records
	Case Assignments, Log Books
	Cases Referred to District or City Attorneys
	Civil Protective Custody Records

Section Name	Record Series Title
Law Enforcement	Community Notification Records
	Community Service Programs
	Concealed Weapons Permit (Retired Law Enforcement Officers HR-218)
	Concealed Weapons Permits
	Confidential Source Records
	Crime Prevention Program Records
	Criminal Citations
	Criminal Intelligence Research and Statistical Records
	Department Reports
	Dispatch (Communications) and Emergency Call Records
	Equipment Violations
	Evidence Vault Inspection Reports
	Explorer Program Participant Records
	Fee Records
	Field Interrogation Reports
	Fingerprint Cards sent to the Central Repository for Nevada Records of Criminal History
	Firearm \ Weapon Discharge Reports
	Firearms: Qualification Records
	Firearms: Registration and Inventory
	Henry Files
	Impound/Abandoned Vehicle Case Files
	Incident/Crime Files (Arrest Made)
	Internal Affairs Files
	Interstate Identification Index (Triple III) Log
	Investigation Files
	Jail Inspection Report or Log
	Jails: Commissary and Kitchen Records
	Jails: Incident Reports
	Jails: Inmate Abandoned Property Report or Log
	Jails: Inmate Activity Requests
	Jails: Inmate Case Files
	Jails: Inmate Funds, Records of
	Jails: Inmate Grievances
	Jails: Inmate Mail Log or Report
	Jails: Inmate Medical Records – Youth

Section Name	Record Series Title
Law Enforcement	Jails: Inmate Medical Records-Adult
	Jails: Inmate Work Program Records
	Jails: Kitchen Inventory List
	Jails: Register
	Jails: Release Orders
	Jails: Roster of Inmates
	Jails: Suicide Threat \ Precaution Records
	Jails: Video Recordings
	Jails: Visitors Log
	Juvenile Incident/Crime Reports
	K-9 \ Horse Management Records
	Law Enforcement Training Records
	Licenses, Business Background: Application
	Licenses, Business Background: Suspensions and Revocations
	Licenses, FCC: Station
	Missing Persons Incident/Crime Report
	Mobile Audio-Visual Recordings
	Mobile Data Computer Transmissions (MDC)
	Parking Citations
	Parking Meter Collection Records
	Pawn Shop Records
	Peace Officer Disciplinary Action Records
	Photographs, Law Enforcement
	Police Officer Medical Files
	Polygraph Examinations
	POST Course Certification Documentation
	Processes, Civil Cases
	Protective Order Log
	Radio and Car Logs
	Records Dissemination Log
	Records of Convicted Person Registration
	Records Ordered Sealed by a Court
	Report of Multiple Sale or Other Disposition of Pistols and Revolvers-ATF form 3310.4
	Sale of Personal Property
	Sex Offenders and Offenders Convicted of a Crime Against a Child Registration

Section Name	Record Series Title
Law Enforcement	Special Unit/Task Force Activity Records
	Special Watch Records
	Speed-Timing Equipment
	Suspect Photographs (including Mug Shots)
	Temporary Criminal Intelligence Research and Statistical Records
	Traffic Citations
	Traffic: Accident Incident/Crime Reports
	Trespass Warning Citations
	Unmanned Aerial Vehicle Recordings – Law Enforcement
	Use of Force Reports - No Weapon Involved
	Vehicles, Maintenance and Repair Records
	Vulnerability Assessments
	Warrants (copy of court records)
	Work Permit/Cards
	Work Permit/Cards for Prostitutes, All Records
	Work Permits/Cards: Receipts for Work Cards
Law Library	Catalog Records
	Collections of Fines and Fees
	Copy Log
	Narrative Reports
	Register of Borrowers
Parks and Recreation	Application to Become a Park Commissioner
	Applications to Rent or Lease Facilities
	Behavioral Reports
	Construction of Facilities, Proposed or Completed
	Contractors, Records of Persons Hired as
	Equipment: Rental Records
	Equipment: Usage Reports
	Equipment: Use Requests
	Park and Facility Inspection Records
	Park/Facility Inventories, Property and Equipment
	Permits Issued for Park or Facility Use
	Programs: Accidents Occurring During a Program Which Result in Personal Injury or Death
	Programs: Descriptions of Programs
	Programs: Participant Registration and Attendance Records

Section Name	Record Series Title
Parks and Recreation	Programs: Payment Records, Participants
	Programs: Senior Citizens' Program Records
	Schedules for Use of Facilities
	Scholarship Applications
	Statements or Waivers Releasing a Park or Recreation Department from Liability for Personal Injury
	Swimming Pool Operating Records
Personnel	Affirmative Action Program Files
	Alcohol and Drug Testing Records - Negative Results
	Alcohol and Drug Testing Records - Positive Results
	Americans With Disabilities Act (ADA) Compliance Records
	Appeals Files (Disciplinary Actions)
	Apprenticeship Records
	Background Checks/Investigations
	Commercial Drivers License Records
	Continuation of Insurance Benefits (COBRA) Records
	Continuing Education Files
	Deferred Compensation Plans - Participant Records
	Deferred Compensation Plans - Plan Details
	Disciplinary Records
	Donated Leave Program Records
	EEO Reports
	Eligibility Lists
	Employee Assistance Program Case Files - Required
	Employee Assistance Program Case Files - Voluntary
	Employee Attendance Records
	Employee Development \Training Records
	Employee Directories, Rosters or Indexes
	Employee Handbooks
	Employee Licenses / Certificates
	Employee Medical Records [Except Police Officers and Firefighters]
	Employee Medical Records-Hazard Exposure Records
	Employee Recognition Program Records
	Employment Contracts
	Evidence of Insurability Files
	Family Leave (FMLA) Records

Section Name	Record Series Title
Personnel	Fitness For Duty Files
	Garnishments
	Grievances: Case Files
	Grievances: Hearings
	Grievances: Record on Judicial Review
	Group Health and Life Insurance - Death Claims
	Group Health and Life Insurance - Employee Records
	Group Health and Life Insurance - Long Term Disability Records
	Group Health and Life Insurance Plans
	Job Advertisements
	Local Government Employee-Management Relations Board - Complaints
	Master Personnel File
	Organizational Climate Studies
	Pay Resolutions for Management and Classified Employees
	Personnel Files - Temporary and Seasonal Employees
	Photo Identification Records
	Position Description Records
	Position Reports
	Reasonable Accommodation Records
	Recruitment Files
	Recruitment Files: Pre-Employment Medical Screenings
	Retirement and Deduction Reports - Public Employees Retirement System (PERS)
	Salary Surveys
	Salary/Wage Schedules
	Seniority Lists
	Sexual Harassment / Discrimination Files
	Supervisor Performance Assessments
	Supervisory Review Records
	Unemployment Insurance Records
	Unemployment Insurance Records - Employer Contribution Records
	Union Contracts
	Unsolicited Applications and/or Resumes
	Verification of Eligibility for Employment (United States Citizenship and Immigration form I-9)
	Volunteer Worker Records
Planning Commissions / Districts	Annual Reports

Section Name	Record Series Title
Planning Commissions / Districts	Application for Waiver of Standards
	Distance Separation Analysis Reports
	Facilities Plans
	Master Plan
	Records of Actions Taken Against Commission or District
	Records of Official Actions
	Records of Public Hearings
	Regional Plan
	Reports from Public Utilities
	Resolutions
	Rules for Transactions of Business
	Staff Reports
Public Administrator	Case Files
	Collected Fee Records
	Inventories of Property
Public Defender	Annual Reports
	Appealed Cases
	Office Files and Records - Life and Death Sentences
	Office Files and Records of Adult Clients Represented
	Office Files and Records of Juvenile Clients Represented
Public Guardian	Client Financial Records
	Client/Ward Case Files- Public Guardian & Representative Payee
	Client/Ward Fees Paid
	Client/Ward Personal Property Liquidation Records
	Client/Ward Property Inventory Records
Public Libraries	Acquisition Records
	Applications for Library Card
	Catalog Records
	Children's Internet Protection Act (CIPA) Records
	Daily Sign-In or Sign-Up Records
	Equipment Use Records
	Fines, Overdue Books and other media, Records of
	Fines, Requests for Payment
	Friends of the Library Records
	Interlibrary Loan Requests

Section Name	Record Series Title
Public Libraries	Library Reports
	Program Registration Records
	Reference Request Records
	Returns, Includes Records of Items Returned Through Interlibrary Loans
	Standing Orders
Public Works	Acceptance Letters
	Aerial Photographs
	Alternative Fuel Vehicle Records
	Approval of Payments
	Asbestos Abatement Records
	Barricade Plans
	Bridge and Culvert Files
	Certified Payroll Reports
	Construction Tests, Results
	Disaster / Damage Reports
	Equipment Maintenance Reports
	Facility Equipment Inspection Files, OSHA Required
	Field Books
	Field Reports, On-Site Inspections: Commercial and Public
	Field Reports, On-Site Inspections: Residential
	Fuel Summary Reports
	Highway/Road Maintenance Schedules
	Intersection Files and Records
	Maps, Plans, and Drawings
	Master Plan and Amendments
	Parking: Fees for Permits
	Parking: Handicapped Permit Applications
	Permits to Work in the Public Right of Way
	Permits, Industrial Waste Discharge
	Plans for Capital Improvement (Rejected, Withdrawn, or Administratively Stopped)
	Project Files - External Agency / Developer
	Projects, Reports of Expenditures
	Property Acquisition Records
	Public Works Project Files
	Refrigerant Usage Log

Section Name	Record Series Title
Public Works	Revenue Expenditure Reports
	Sewer Maintenance Records
	Signs and Road Marking Records
	Special Assessment Districts, Files
	Specifications
	Street Light Records and Plans
	Street Maintenance
	Street Name Changes
	Structure Which is Moved
	Studies
	Subdivision Files
	Tentative Subdivision Files
	Traffic Count Reports
	Traffic Signal Records
	Tree and Plant Files
	Underground Storage Tank (UST) Records
	Underground Storage Tank -Leaking (LUST) Records
	Waste Water Monitoring
	Water Rights, Files and Maps
	Work Orders
Purchasing	Assignment of Vehicles
	Bid Files
	Cancelled Bid Files
	Contract Appeals Files
	Distribution Records
	Excess, Lost and Stolen Property Files
	Labor Prevailing Wage Violations
	Product Recall Records
	Receiving Reports
	Requisitions and Purchase Orders
	Sale of Surplus Goods to the Public, Records of
	Supplies
	Vendor Code Requests
	Vendor Files
	Vendor Master List

Section Name	Record Series Title
Purchasing	Vendor Performance Case Files
	Warranties
Regional Transportation Commission	Allotments of Fuel Tax
	Application for Services - Denied, Incomplete or Withdrawn
	Money Received and Expended, Reports of
	Paratransit Customer Complaints of Regulatory Noncompliance
	Paratransit Customer Records
	Paratransit Customer Service or Policy Complaints
	Planning Files (proposed streets, highways or transportation systems)
	Project Files - Construction
	Project Files - Grants
	Project Review Files
	Property Acquisition Records
	Route Files
	Transportation Studies / Plans
Sanitation District	Air Quality Permits
	Authorization to Discharge Permit
	Consumer Confidence Reports
	Corrective Action Records
	Costs of Construction, Estimated
	Cross-Connection Control and Backflow Prevention Records
	Developer Inspection Reports
	Distribution System Records
	Drawings, Blueprints and Specifications
	Equipment Maintenance and Calibration Records
	Fixture Records
	General Ledger
	Laboratory - Chain of Custody Forms
	Laboratory - Preventive Maintenance Reports
	Laboratory Certifications
	National Pollution Discharge Elimination System Permits (NPDES)
	Operation and Maintenance Manuals
	Oversight Inspections
	Plant Maintenance Records
	Reclaimed Water Permits

Section Name	Record Series Title
Sanitation District	Reservoir Inspections
	Sanitary Survey Records
	Secondary Contaminant Reports
	Sewer Cleaning Records
	Variance and Exemption Records
	Waste Collection and System Operation
	Waste Flow Measurement Readings
	Wastewater Sewage Sludge Application Records
	Water Conservation Plan
	Water Operators Certification File
	Water Project Files
	Water Project Files [Financial Records]
	Water Project Files -Not Needed to Maintain System or Facility
	Water Quality, Reports of Bacteriological Analysis
	Water Quality, Reports of Chemical and Radiological Analysis
	Water Quality, Reports of Lead and Copper
	Water Quality, Statistical Averages
	Water Turbidity Reports
School Districts	Academic Performance - Permanent Records
	Academic Performance - Subsidiary Records
	Alternative High School Programs
	Applications for Free Meals or for Meals at Reduced Prices
	Athletic Activity Records
	Athletics: Travel Expenses
	Behavior Policy/Code of Conduct Records
	Certificated Employees: Admonitions
	Certificated Employees: Appraisals
	Certificated Employees: Authorization for Extra Pay
	Certificated Employees: Credentials
	Certificated Employees: Personnel Notifications, Records of
	Certificated Employees: Requisitions
	Charter School Reports: Enrollment (Statistical)
	Charter School Reports: Fiscal
	Charter School Reports: Program
	Children's Internet Protection Act (CIPA) Records

Section Name	Record Series Title
School Districts	Class Record Books and Grade Books
	Classified Employees: Performance Evaluations, Reports, and Response
	Comparative Analysis of Attendance Averages
	Consultants, Out-of-District Authorization and Payments
	District Attendance and Enrollment
	Emergency Contact File
	Enrollment and Attendance Records
	Fact-Finding Material and Expenditures
	Federal Programs: Audit Reports
	Federal Programs: Breakfast Program Records
	Federal Programs: Lunch Programs, Reports
	Federal Programs: Special Milk Programs
	Federal Programs: Summer Food Program
	Federal Survey Cards, Eligible
	Federal Survey Cards, Ineligible
	Federal/State Returns (941, NIC, PERB)
	Field Trip Authorizations/Parental Permissions
	Financial Surveys
	GEAR UP Grant - Administrative Files
	GEAR UP Grant Records
	GEAR UP- Scholarship Payment Files
	GEAR UP Scholarship Student Eligibility Records
	Gun-Free Schools Act Records
	Health Inventory
	Kindergarten Entry Assessment
	Notice of Intent to Homeschool Form
	Occupational Injuries and Illnesses
	Out-of-School-Time Program Records
	Performance Evaluations of School Principals and Administrators
	Promotion Lists (K-6)
	Psychological Evaluations of Pupils
	Pupil Release Records
	School Bus Driver's Records
	School District Sponsored Charter Schools (Approved)
	School District Sponsored Charter Schools (Denied)

Section Name	Record Series Title
School Districts	Special Education Records
	Surplus Food Reports
	Teachers and other Licensed Personnel: Evaluations
	Teachers: Instructional Plans
	Teachers: Register of Pupils
	Teachers: Request for Hearing on Suspension
	U.S. Dept of Agriculture Commodity Reports
	Zone Exception, Requests for
Social Services	Adoption Case Files
	Adult Protective Services Case File
	Child Care Facilities Files
	Child Fatality or Near Fatality Public Disclosure Notices
	Child Welfare Services - Child Fatality
	Child Welfare Services - Medical Assessment
	Child Welfare Services - Sexual abuse cases and/or cases that have been referred to a District Attorney for criminal prosecution
	Child Welfare Services- Clinical Assessment
	Child Welfare Services- No Court Case Filed
	Child Welfare Services-Court Case Filed
	Client Case Files - Economic Assistance
	Client Case Files - Social Services
	Clients' Appointment Slips
	Complaints, Unlicensed Child Care Facilities
	Denied Adoption Files
	Eligibility Files
	Family Preservation Case File - Not Sexually Abused
	Family Preservation Case File - Sexually Abused
	Family Preservation Program Recipient Files
	Foster Care Licensing Files
	Homemaker Program: Client Case Files
	Homemaker Program: Provider List
	Homemaker Program: Time Sheets
	Hospital Bills Accepted for Payment
	Incentive Payments
	Subsidized Transportation Program Records
Utilities Owned by a Local Government	Agreement/Application for Service Files

Section Name	Record Series Title
Utilities Owned by a Local Government	Annual Reports
	Customer Deposits, Records of
	Customer Histories
	Delinquent Accounts
	Energy Trading Records
	Fraudulent Accounts
	Meter History Records
	Meter Readings
	Meter Testing Reports
	Rate Schedules
	Utility Advertising
	Utility Facilities
	Utility Forecast Reports
	Utility Ledger
	Utility Revenue Summaries
Zoning	Administrative Adjustment Files
	Architectural Supervisions
	Board of Adjustment
	Boundary Line Adjustment Files
	Conditional / Special Use Permits
	Environmental Impact Studies
	Maps of Parcels, Final Maps and Aerial Maps
	Names of Streets and Changes of Street Names
	Subdivisions
	Temporary Use Permits
	Vacations
	Zoning Case Files
	Zoning Violation Records

2018 Nevada Local Government Records Retention Schedule

Administrative Records

Accreditation Records **LRDA # 20070787**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents compliance with the standards and guidelines outlined by professional accreditation programs. Records may include but are not limited to accreditation application, annual compliance reports, records documenting rules and regulations, records documenting standard operating procedures, general or special orders, internal reports, forms, correspondence, and other supporting documentation and backup material. This series may also include a formal written assessment statement of the agency's compliance or noncompliance and subsequent follow-up reports.	Retain certificate/final report of accreditation Permanently. Retain other documents and backup material related to the accreditation process for the length of the current accreditation cycle plus an additional one (1) calendar year or for the period required by the accrediting entity, whichever is longer. If not accredited retain all records for a minimum period of one (1) calendar year from the date of notification of non-accreditation.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	42 CFR 493.55 to 493.63, NRS 449.445, NRS 459.500, NRS 394.241, NRS 388A.366, NRS 289.510, NAC 289.310, NAC 652.320, NAC 450B.570, and others.	

Activity Reports **LRDA # 20071558**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These reports document the program or primary activities and accomplishments of various local government units for the previous year. They are often compiled from monthly, quarterly or other activity reports. This series may include but is not limited to reports, statistics, narratives, graphs, diagrams, tabulations, correspondence and similar documents. These types of reports are usually statistical in nature and should not contain personally identifying, confidential or restricted information.	Retain annual activity reports permanently. Retain other activity and statistical reports (not scheduled elsewhere) for two (2) calendar years from the year created.	If there is personally identifying, confidential or restricted information in this record series that information must be protected from public disclosure and the non-permanent records containing that information must be destroyed in a secure manner that will prevent its reconstruction.	NRS 239.0105, NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	This record series is useful for planning and budgeting, reference, performance monitoring, program justification, position justification and similar uses.

Administrative Records

Administrative Hearing Files **LRDA # 20121869**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents administrative hearings/appeals usually performed by individual departments addressing specific actions. Files may contain but are not limited to notices, citations, motions, pleadings, supporting documents, decision documents, and related correspondence. Note**These are not Public Hearing Files [LRDA# 2007-0011] which are to be retained permanently.	Three (3) calendar years from the date of the decision.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(a)(d), NAC 239.165	None.

Annexations of Property **LRDA # 20070176**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the governmental annexation of areas into municipal boundaries. This series may include but is not limited to annexation petitions, annexation agreements, copies of annexing and zoning ordinances for the property, annexation maps, surveys, staff reports, census reports, franchise notices, service plans, certifying statements, supporting documentation, and related correspondence.	Permanent.	None	NRS 268.570 to 268.670, NRS 318.261 to 318.272, NRS 269.650 to 269.652 and others.	This series is used to fulfill legal requirements and document the acquisition process.

Annual Audit Plan Files **LRDA # 20101771**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the annual plan for auditing agencies and governmental departments based on need, risk assessment, or rotational review requirements. The files may contain but are not limited to annual plan, revisions to the plan, summary sheets, staff reports, calculations, analysis, developmental findings, recommendations, related correspondence and similar documents.	Six (6) calendar years from the date the plan was submitted as finalized	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (1)(b)	None

Applications and Resumes for Appointive Positions - Appointed **LRDA # 20070256**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains applications and/or resumes submitted by individuals seeking appointive positions, who were appointed and may contain but is not limited to name, address, phone or contact number, social security number, job skills, employment history, education and similar documents.	Add to Master Personnel File.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405 (c)(2)(C)(viii), 29 CFR 1602.31, NRS 239B.030, NAC 239.165 (1)(2)	None.

Applications and Resumes for Appointive Positions - Not Appointed **LRDA # 20070257**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains applications and/or resumes submitted by individuals seeking appointive positions, who were not appointed and may contain but is not limited to name, address, phone or contact number, social security number, job skills, employment history, education and similar documents.	Four (4) years after position is filled.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1981, 28 USC section 1658, 42 USC section 405 (c)(2)(C)(viii), 29 CFR 1602.31, NRS 239B.030, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Board and Commission Volunteer Interest Forms **LRDA # 20071553**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests to be a volunteer on a local government board or commission. Forms often contain name, address, contact information, title of the board or commission, category of interest, conflict of interest statement, related correspondence and similar information.	If appointed: Retain for a minimum period of three (3) calendar years from the separation of service. If not appointed: Retain one (1) calendar year from the date an appointment is made.	This record series may contain confidential or sensitive Information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Calendars **LRDA # 20101769**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records are kept to document and facilitate the routine planning and scheduling of meetings, appointments and similar activities. Series may include calendars, appointment books, diaries, journals, daily planners, and similar records with routine content. Records may be in hardcopy and/or electronic format.	Retain calendars of elected officials, directors, department heads, appointed/key staff for a minimum period of one (1) calendar year from the end of the calendar year to which the record pertains. Retain calendars of supporting staff until no longer administratively useful.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Cemetery Records **LRDA # 20070027**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the administration and management of local government owned or operated cemeteries. This series may include but is not limited to lists of names and maps of grave locations, deeds, purchase information on lots and burials, deed register, interment and disinterment registers, copy of burial permit, copy of death certificate, plot index records and logs, section maps, certificates of perpetual care, state licensing and reporting documentation, related correspondence and similar documents.	Permanent.	This record series may contain confidential or sensitive information.	NRS Chapter 452, NRS 239B.030, NRS 205.4617	None.

Census of Government and Survey of Government Employment **LRDA # 20070051**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are voluntary reports and/or surveys submitted to the U.S. Census Bureau detailing governmental organization, public employment, and governmental finances.	Two (2) years after reports submission to U.S. Census Bureau.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Certificate of Transfer - Recipient Department or Office **LRDA # 20161941**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document the receipt and transfer of legal custody of governmental records from an originating department or office to a local governmental entity. Series may include but is not limited to transfer certificates or forms, deeds of gift, accession materials, related correspondence, and similar documents.	Retain for the same authorized retention period as the records being transferred.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b), NAC 239.041, NAC 239.061, NAC 239.101, County or Municipal Code	None

Certificate of Transfer - Transferring Department or Office **LRDA # 20161940**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to transfer legal custody (See NAC 239.041) of local government records from an originating department or office to another entity (such as an archives, museum, library, state or federal agency, etc...). Series may include but is not limited to copy of transfer certificate or form, transfer receipt from recipient, related correspondence, and similar documents.	Six (6) calendar years from the date of transfer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b), NAC 239.041, NAC 239.061, NAC 239.101, County or Municipal Code	None

Charter Records **LRDA # 20070028**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Records relating to the adoption, amendment or repeal of charters or provisions of the charter.	Permanent.	None	NRS 267.010 to 267.140	None

Citizen Awards **LRDA # 20070029**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents awards presented to citizens in honor of their civic contributions. This series may include but is not limited to award nominations, award certificates, background information on the honoree, lists of past recipients, presentation or ceremony records, photographs, audio-visual recordings, correspondence and related documents.	Two (2) calendar years from the year to which it pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Committee Records, Ad Hoc **LRDA # 20071243**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the establishment, organization, membership, policies, activities, and accomplishments of ad hoc (internal, interagency, advisory, etc.) committees. These types of committees are usually formed for a specific and often temporary function, usually on an informal basis. These types of committees do not always produce minutes, but this series may contain agendas, original minutes, media articles, newsletters, reports, summaries, notes, related correspondence and similar documents.	If the ad hoc committee falls under the definition of a "Public Body" as described in NRS 241.015 (3) retain this series Permanently. If the ad hoc committee does not fall under the definition of a "Public Body" retain this series for three (3) calendar years from the date of the record.	If this series contains any confidential or sensitive information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 241.015 (3), NRS 241.035, The Open Meeting Law Manual (Office of the Attorney General), NRS 11.190 (3)(d), NAC 239.850	The determination on whether a ad hoc committee is a "Public Body" and subject to the open meeting law should be made by your agency legal counsel.

Committee/Board Records-External Agencies **LRDA # 20081760**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of records received from or provided to external committees/boards for informational purposes only.	Retain for as long as administratively useful.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None.	None.

Community Histories **LRDA # 20070030**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of narrative histories of the community prepared for special events, reference and other informational purposes. This series may include but is not limited to narrative reports, artifacts, memorabilia, photographs, maps, brochures, guides, pamphlets, and other documents which provide a "snapshot in time" of the community.	Permanent.	None	None	None

Contracts and Agreements **LRDA # 2007474**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents products and services provided to a governmental entity for a specified cost and period of time. This series may contain but is not limited to lease/rental agreements, service contracts, contracts for program services, copies of bid documents, copies of legal notices, related correspondence, and similar documents.	Six (6) fiscal years from theterminatio n/completion of the contract or agreement.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b)	None

Cooperative Agreements **LRDA # 20071024**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents cooperative agreements between political subdivisions for performance of any government function. Such agreements may include but are not limited to purchasing, the furnishing or exchange of personnel, equipment, property or facilities of any kind, or the payment of money.	If the agreement is for more than $25,000: Retain permanently. If the agreement is for $25,000 or less: Retain for a minimum period of six (6) fiscal years after the agreement is terminated.	If this series contains confidential, restricted or sensitive information, that information should be protected from disclosure or if the agreement is for $25,000 or less destroyed in a secure manner that will prevent its reconstruction.	NRS 277.045, NRS 277.110, NRS 11.190 (1)(b)	If it is reasonably foreseeable that a political subdivision of this State will be required to expend more than $25,000 to carry out such an agreement, the agreement must be by formal resolution or ordinance of the governing body of each political subdivision included, and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body.

Correspondence: Complaints **LRDA # 2007055**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents complaints, and may include but is not limited to name, address, and phone number of person making complaint, description of complaint, name of person responding to complaint, resolution of complaint, correspondence and related records. This series includes electronic mail that communicates the above.	Three (3) calendar years after response or resolution.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 239.165 (1)(2)	None.

Correspondence: Executive **LRDA # 2007007**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Records not duplicated elsewhere that contain executive level correspondence (emails, social media, letters, memos, etc...) documenting the entities functions, pattern of action, policies and achievements. Correspondence may pertain to but is not limited to budgeting and financial, decisions, official positions, planning, directing, policy and rulemaking, prominent; celebrated and/or noteworthy achievements, formal announcements, awards and/or events.	Permanent.	None	None	None

Correspondence: Project or Case **LRDA # 20071674**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents correspondence related to a specific case or project and may contain but is not limited to incoming and outgoing letters, memoranda, faxes, notes and their attachments, notices, enclosures, and similar documents. This series includes electronic mail that communicates the above.	This series should be filed with and retained for the same retention period as the associated project or case file.	Same as the associated project or case file.	Same as the associated project or case file.	Same as the associated project or case file.

Correspondence: Routine Business **LRDA # 20141919**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of correspondence (emails, social media, letters, memos, etc.) that is work related and deals with the day-to-day office administration and activities. Examples may include but are not limited to internal correspondence, external correspondence from various individuals, companies, and organizations requesting information pertaining to the agency business, and other routine inquiries.	One (1) calendar year from the date of the correspondence.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	If you have questions on whether a request for information is routine correspondence or a public records request, it is recommended to treat it as a public records request.

Correspondence: Transitory **LRDA # 2007056**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of correspondence (emails, social media, letters, memos, etc.) that do not document core functions or activities of an agency or department and do not require an official action. Examples may include but are not limited to general announcements including meeting reminders, notices of upcoming events, informational copies (cc or bcc) of correspondence which do no document administrative action, follow-up or suspense (tickler), transmittal letters that do not add information to the transmitted material or attachments, requests for routine information or publications provided to the public by the agency which are answered by standard form letters, spam, junk mail, unsolicited vendor mail, and personal/non-work related mail.	Retain only as long as the record holds value to the agency.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	It is recommended this type of correspondence be retained for no longer than thirty (30) days.

Delegation of Authority Records **LRDA # 20071280**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records are used to authorize, assign authority for and verify approval of various governmental actions. The files may contain but are limited to list or documents of individuals who have been delegated authority to verify approvals for purchasing, grant authorized entry to restricted areas, to grant use of vehicles or equipment, to perform personnel actions, to grant authorization for access to computers and computer systems, etc.; as well as all supporting documentation required to establish such an authorization and verification process	Three (3) fiscal years from the date authorization was withdrawn.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405 (c)(2)(C)(viii) [SSN] and NRS 205.4617 (Identity Theft), NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Departmental Regulations, Policies and Procedures **LRDA # 2007057**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document the methods for accomplishing the functions and activities assigned to the department. This series may contain but is not limited to policy and procedure manuals, directives, policy statements, correspondence, and similar documents.	Six (6) calendar years after superseded or abandoned officially.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b)	Review for historical value.

Directives of Manager **LRDA # 2007008**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Direction or instruction by manager or executive officer. This series may include but is not limited to executive orders, bulletins and advisories, directives, policy statements, notes on policy and procedures, related correspondence, and similar documents.	Permanent.	None	None	None

Electronic Mail (E-mail) **LRDA # 2007245**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Electronic mail is a technology that allows for the written exchange of information in machine readable format. E-mail represents not the system, but the information communicated through the system. E-mail messages are public records when they are created or received in the transaction of public business. They must be retained as evidence of official policies, actions, decisions, or transactions. Such messages must be identified, filed, and retained just like records in other formats. E-mail is managed by its content, not its format. For additional information on E-mail see the State of Nevada - Guidelines for Developing an Agency Email Policy.	Retain for the retention period required for equivalent hardcopy.	Same as the equivalent hardcopy (if applicable).	Same as the equivalent hardcopy (if applicable).	Same as the equivalent hardcopy (if applicable).

Employee Suggestion Forms **LRDA # 20071238**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents "employee suggestions", "good ideas" , "action needed" and similar agency programs.	Until no longer administratively useful	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Final Plan for Capital Improvement **LRDA # 2007009**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the planning of projects for the physical improvement or new construction of buildings, parks, structures, warehouses, communication & utility facilities and similar local government owned or controlled facilities. This series may include but is not limited to drawings, maps, blueprints, renderings, financial estimates, budget reports, fee schedules, related correspondence and similar documents.	Permanent.	This record series may contain confidential or restricted information.	NRS 354.59801, NRS 239C.090, NRS 239C.210	None

Financial Impact Analysis Records **LRDA # 20071529**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the financial analysis of various governmental practices. This series may include but is not limited to reports, studies, worksheets, related correspondence and similar records.	Three (3) fiscal years from the fiscal year to which it pertains. Review for historical value.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	This series is useful for planning future budget proposals.

Fleet GPS Monitoring Reports **LRDA # 20101775**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains data created by Global Positioning System (GPS) units placed in local government owned or leased fleet vehicles in order to monitor their use and to discourage their misuse. Information in these reports may include the vehicle ID number as well as the date, time, location, and time spent performing government business while using the vehicle.	One (1) calendar year from the end of the calendar year to which the report pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 482.5536	None.

Generators of Hazardous Waste Records **LRDA # 20071704**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the requirements for generators of hazardous waste to produce records and reports in accordance with state and federal law or regulation. This series may contain but is not limited to hazardous waste shipment manifests, biennial reports, exception reports, records documenting test results/waste analysis, inspection reports, variances, storage container labeling reports, related correspondence and similar records.	Three (3) calendar years from the end of the calendar year to which the records pertain.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	40 CFR Part 262, 40 CFR 262.40, 40 CFR 268.7, NRS 459.550, NRS 459.3822, NAC 444.8655 to 444.8688	None.

Gift and Donation Records **LRDA # 20071568**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents gifts and donations to the local governmental entity. This series may contain but is not limited to donor information, copies of wills, bequest documents, endowment documents, trust documents, acknowledgement letters, award guidelines, records documenting conditions or restraints of gift or contribution, letters and agreements of gift, copy of gift disclosure, donation forms, donation lists, deeds, related correspondence and similar documents.	Retain for a minimum period of six (6) calendar years following the expenditure of funds, expiration of agreement, or in accordance with the terms of the gift or donation, whichever is longer.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b), NRS 239B.030, NRS 205.4617	None.

Gift Disclosures **LRDA # 20071658**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents gift disclosures in accordance with state law.	Six (6) fiscal years after the date on which the disclosure was filed.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 281A.400 , NRS 281A.420, Nevada Ethics in Government Manual	None

History Files **LRDA # 2007033**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the history of an agency, department, division, or other governmental body, and is usually used as an informational source for the governmental entity. This series may contain but is not limited to narratives, copies of legislative bills, artifacts, memorabilia, photos, negatives, slides, audio-visual recordings, subject files, reports, newspaper clippings, scrapbooks, certificates, correspondence, and documents of a similar nature.	Permanent.	None	None	None

In Memorial Records **LRDA # 20081752**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents gifts or donations to memorialize individuals or events and are often associated with special programs such as adopt a tree, donor brick, exemplary public service, friends of the library, 911 remembrance and similar programs. This series may contain but is not limited to honoree information, donor information, acknowledgement letters, program information, letters and agreements of gift, disclosure forms, donation forms, copies of plaques, copy of placement maps, accounting documents, reports, log books, forms, related correspondence and similar documents.	Permanent.	None	None	None

Interlocal Contracts **LRDA # 20181979**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents interlocal contracts between political subdivisions for performance of any government function. Such interlocal contracts may include but are not limited to the joint and cooperative use of hospitals, road construction and repair equipment, county and city personnel, equipment and facilities, including sewer systems, drainage systems, street lighting systems, fire alarm systems, sewage disposal plants, playgrounds, parks and recreational facilities, fire-fighting and fire-protection equipment for the protection of property and the prevention and suppression of fire, joint and cooperative use of law enforcement agencies, the joint use or operation of a system of public transportation and such other facilities or services as may and can be reasonably used for the promotion and protection of the health and welfare of the inhabitants of this State.	If the interlocal contract is for more than $25,000: Retain permanently. If the interlocal contract is for $25,000 or less: Retain for a minimum period of six (6) fiscal years after the contract is terminated.	If this series contains confidential, restricted or sensitive information, that information should be protected from disclosure or if the interlocal contract is for $25,000 or less destroyed in a secure manner that will prevent its reconstruction.	NRS 277.080 to NRS 277.180, NRS 11.190 (1)(b), NAC 239.165	NRS 277.180: If it is reasonably foreseeable that a public agency of this State will be required to expend more than $25,000 to carry out an interlocal contract, the contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties, be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force, if an agency of this State is a party to the contract, be approved by the Attorney General as to form and compliance with law, and be in writing.

Jury Duty, Exemption Requests **LRDA # 2007620**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents requests for jury duty exemption or excuse.	One (1) calendar year from the date of request.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 6.020 to 6.030	None

Key and Keycard Records **LRDA # 2007078**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the issuance of keycards to agency staff to enable access to agency buildings and sites. Records may include but are not limited to key inventories, key issue forms, key replacement records, and key disposal records.	Three (3) calendar years after key/keycard is turned in.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None

Legal Opinions **LRDA # 20071115**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains formal opinions rendered by the Attorney Generals office, District Attorney's office or other legal counsel. Opinions document the rationale for local government policies and help maintain consistency in related issues. Information usually includes date, department requesting opinion, and the text of the opinion.	Permanent.	None	None	None

Legislative Relations Records **LRDA # 2007034**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series may be used to review and/or plan a local government's position on impacting legislative actions. This series may include but is not limited to bill review and tracking forms, opinion requests, bill tracking reports, copies of pending or approved legislation, notes, memorandum, related correspondence and similar documentation. Information in this series may also be used in lobbying efforts and recommending legislative changes.	As long as administratively useful to the agency.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.59803	Review for historical value.

Lobbyist Forms **LRDA # 20071659**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document lobbyist and lobbyist employer activities. This series may include but is not limited to expenditure reports, registration statements, supplementary registration statements, termination records, guidelines, related correspondence and similar documents.	Five (5) fiscal years from the date of filing.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 218H.500	None

Mailings: Mailing and Distribution Lists **LRDA # 2007063**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is usually a list of names and addresses compiled for various mailings, such as billings, notifications, community outreach, and other administrative purposes.	Until superseded by a new or revised list.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Mailings: Records of Mailing **LRDA # 2007070**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Documentation of mailing dates, content of mailings, and addressees for mailing sent by the local government for various purposes.	One (1) calendar year from date of mailing.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Mailings: Undeliverable Mailings **LRDA # 2007072**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Mailings (excluding mailed ballots) sent by local governments that were returned as undeliverable.	One (1) calendar year after the matter referenced in mailing is concluded.	None	NRS 278.0217	None

Membership of Boards and Commissions **LRDA # 2007281**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the membership of boards, commissions, councils, and similar organized bodies. Records may include but are not limited to copies of oath of office forms, appointment and commission forms, related correspondence and supporting documentation.	Permanent.	None	NRS 282.010, NRS 232A.010 to 232A.020, NRS 283.030	None

Microfilm Quality Control Records **LRDA # 20071359**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents that microfilm produced by or for governmental entities conforms to the specifications required by NRS 239.051(2). Records in this series may include but are not limited to microfilmed records lists, microfilm reel indexes, service bureau transmittals, film inspection reports, security copy depository transmittals, camera/processor/duplicator inspection reports, equipment and operator logs, related correspondence, and similar documents.	Retain this record series for the same retention period as related microfilm.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 239.051(2), NAC 239.635 to 239.638, NAC 239.763	None

Mission Statement **LRDA # 20071301**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the mission statement of a local governmental entity and its divisions, sections, offices and branches listing it's goals and objectives.	Until superseded with an updated or amended statement.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Museum Records **LRDA # 20101776**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document the acquisition, and ownership of materials in museums, local history collections, and similar repositories owned and/or operated by local governments. Records may include but are not limited to exhibit files, temporary custody forms, collection catalogs, gift or deed forms, acquisition forms, collection permits, inventory forms, loan forms, specimen catalogs, deaccession records, records of purchases, records of loans and/or trades, and similar documents.	Permanent	This record series may contain confidential or sensitive information.	NRS 205.4617	None.

Naming of Local Government Buildings/Facilities Files **LRDA # 20141908**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the naming of local government owned buildings and/or facilities and may contain but is not limited to naming requests, application forms, opinion surveys, copies of contracts, naming rights lease agreements, enterprise fund records (if applicable), lease agreement renegotiation and renewal records, copies of agenda items, approvals, related correspondence, and similar records.	Permanent.	None	NRS 266.275, 244.30701, NRS 450.810, NRS 338.200, County and Municipal Code	None

Nevada Acknowledgement of Ethical Standards for Public Officials **LRDA # 20141885**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document the filing of the Acknowledgement of Ethical Standards form by all elected and appointed public officials. The record may contain but is not limited to Nevada Acknowledgement of Ethical Standards form and related correspondence.	Three (3) years from the date of submission to the Nevada Commission on Ethics.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 281A.500, NRS 11.190 (3)(d)	The Nevada Commission on Ethics is the office of record for this record series.

Oaths **LRDA # 20081768**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents constitutional and loyalty oaths administered to elected officials/officers, firefighters, marshals, teachers or other licensed employees, non-elected or non-appointed staff, board and commission members, and others required to take the oath of office as prescribed by law.	Permanent.	None	NRS 282.010, NRS 253.020, NRS 281.030, NRS 391.080, NRS 142.010, and others.	None

Occupational Safety: First Aid Records **LRDA # 20071325**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document the single treatment and any follow up visit for the purpose of observation of minor scratches, cuts, burns, splinters and other injuries which do not ordinarily require medical care. Such treatment and any follow up visit for the purpose of observation are considered first aid, even if the treatment or visit is provided by a health care provider (NAC 618.5506). The records may contain incident report of minor injuries, first aid log, supply requests, supply expenditure reports, first-aid kit inspection reports, and similar documentation.	One (1) calendar year from the end of the calendar year to which they pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 CFR 1904.7 (b)(5)(ii), 29 CFR 1904.4	First aid injuries, as defined by 29 CFR 1904.7 (b)(5)(ii), do not have to be reported to OSHA (See also 29 CFR 1904.4). These records do not fall under the provisions of HIPAA (Health Insurance Portability and Accountability Act, 42 U.S.C. § 1320d et seq.) -- see the definition of "protected health information" found in 45 CFR 164.501.

Occupational Safety: Hazard Communication Program **LRDA # 20071706**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the Hazard Communication Program established in accordance with federal law and may include but is not limited to a written Hazard Communication Program, written information produced and received by the agency on hazardous material (including first-aid bulletins), training documentation, emergency first aid procedures, related correspondence and similar documents.	Three (3) calendar years from the creation or receipt of material or supersession of the written Hazard Communication Program.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 CFR1910.1200(e)(f)(g) and (h)),	None

Occupational Safety: Hazardous Material Safety File **LRDA # 2007064**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to provide information on hazardous materials stored, manufactured or used by the agency as part of the Hazard Communication Program. This series includes material safety data sheets (MSDS) and a listing of hazardous material in the workplace.	Thirty (30) calendar years from the creation or receipt of material.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 CFR 1910.1200 (a)(e)(f)(g) and (h)	None

Occupational Safety: Occupational Noise Exposure Measurement Record **LRDA # 20121837**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of studies and measurements of the noise levels employees are exposed to by location or job classification. This series may include but is not limited to measurement of background sound pressure reports, monitoring reports, risk management assessments, related correspondence, and similar information used to support the possibility of exposure.	Two (2) calendar years from the date of the record.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 CFR 1910.95 (m)(3)(i)	None

Occupational Safety: OSHA Citation Postings **LRDA # 20101780**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are the postings of citations required to be posted by federal law/regulation.	Keep posted until the violation has been abated or closed, or for three (3) working days, whichever is longer.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	29 CFR 1903.16	None

Occupational Safety: OSHA Files **LRDA # 20071552**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the activities of local governmental agencies in administering federal and state requirements for Occupational Safety and Health. The files may contain but are not limited to various OSHA forms and reports, instructional booklets, announcements and notices, instructional form letters, memos, correspondence, and related documents.	Five (5) calendar years from the end of the calendar year to which they pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1904.29, 29 CFR 1904.33, NAC 239.165 (1) (2)	None.

Occupational Safety: OSHA Inspection and Violation Files **LRDA # 20101779**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents citations received due to OSHA inspections and/or complaints about safety issues. The files may contain but are not limited to complaints, inspections, conferences, reviews, consultations, OSHA citations, abatement documentation, supportive documentation, and related correspondence.	Five (5) calendar years from the date of the inspection or abatement or closing of the citation, whichever is longer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 USC section 651, 29 CFR Part 1903	None

Occupational Safety: OSHA Notices Postings **LRDA # 20101781**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are the notices required to be posted by federal law/regulation and usually includes OSHA Notices, State approved OSHA notices, Copy of the federal Occupational Safety and Health Act, and similar notices.	Keep posted until the notice has been superseded.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	29 CFR 1903.2, 29 USC section 651, 29 CFR Part 1903	None

Occupational Safety: Personal Protective Equipment (PPE) Records **LRDA # 20071700**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the authorization and acquisition of specialized safety devices and clothing for employees working in hazardous situations. This series may include but is not limited to employer hazard assessments, equipment selection records, defective and/or damaged equipment reports, PPE request forms, authorization forms, PPE training and written certification records, copies of purchase orders, manufactures warranties, related correspondence and similar documents	Three (3) calendar years after the disposal of the protective equipment.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 CFR 1910.132 to 1910.138, NRS 11.190 (3) (d), NRS 11.190 (4) (e)	If this record series contains employee hazard exposure or employee medical records those records must be retained in accordance with those record series found in Personnel Section. (See Employee Medical Records and Employee Medical Records - Hazard Exposure)

Occupational Safety: Records and Reports of Safety Committees **LRDA # 2007297**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents safety committees established to promote a safe work environment for employees. This series may include but is not limited to safety plans, policies and procedures, safety and health training records, safety committee meeting records, vulnerability assessments, reports on inspections conducted by safety officers, staff reports, attendance reports, correspondence, and related documents.	Three (3) calendar years from the date of the report or record.	Portions of this record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 618.295, NAC 618.538 to 618.544, NRS 239C.210, NAC 239.165 (1)(2)	None.

Occupational Safety: Respirator Fit Test **LRDA # 20121838**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document qualitative and quantitative fit tests administered to employees. Information includes name or identification of the employee tested, type of fit test performed, specific make, model, style, and size of respirator tested, date of test, and the pass/fail results for Qualitative fit test (QLFT) or the fit factor and strip chart recording or other recording of the test results for Quantitative fit test. (QNFT)	Retain until the next fit test is administered.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 CFR 1910.134 (m) (2) (ii)	None

Occupational Safety: Respiratory Protection Program Records **LRDA # 20121839**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document Respirator Protection Program's established in accordance with federal law. Records may include but are not limited to worksite-specific procedures, equipment inspections, program evaluations and assessments, correspondence, and related documents.	Two (2) calendar years after revised or superseded.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 CFR 1910.134 (c)(1), NRS 11.190 (4)(e)	None

Occupational Safety: Workers' Compensation Claim Files - Insurer Copy **LRDA # 20071423**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the recording and reporting of occupational injuries and illnesses. This series may include but is not limited to employee name, social security number, employers report of industrial injury or occupational disease, workers compensation claim forms, reports from health care providers, copies of OSHA reports and forms, written determinations, ratings performed by any physician or chiropractor, copies of bills and payment vouchers, records of all compensation paid to the injured employee and all payments made to any other person in connection with the claim, copies of payroll documents, legal correspondence, communication log, review or appeal documents, and any other forms or correspondence which pertain to the claim.	Six (6) calendar years after the death of the injured employee.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1320d-2, 42 USC section 1320d-6, 45 CFR 164.502, NRS Chapters 616A to 617, NAC 616C.070, NAC 616C.088, NRS 11.190 (1)(b), NAC 239.165 (1)(2)	The determination of who is legally considered the "Insurer" (as defined in NAC 616C.070) should be addressed by your agency legal counsel.

Occupational Safety: Workers' Compensation Claims File - Agency Copy **LRDA # 20071424**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the recording and reporting of occupational injuries and illnesses. This series may include but is not limited to employee name, social security number, employers report of industrial injury or occupational disease, workers compensation claim forms, reports from health care providers, copies of OSHA reports and forms, written determinations, ratings performed by any physician or chiropractor, copies of bills and payment vouchers, records of all compensation paid to the injured employee and all payments made to any other person in connection with the claim, copies of payroll documents, legal correspondence, communication log, review or appeal documents, and any other forms or correspondence which pertain to the claim.	Three (3) calendar years from the closure, resolution or cancellation of the claim or case.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1320d-2, 42 USC section 1320d-6, NRS Chapters 616A to 617, NRS 11.190 3(d), NAC 239.165 (1)(2)	The long term retention of this record series is the responsibility of the "Insurer". The determination of who is legally considered the "Insurer" (as defined in NAC 616C.070) should be addressed by your agency legal counsel.

Open Meeting Law: Agendas - Annotated **LRDA # 20071638**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is a summary document listing all the items discussed during public meetings and the action taken on those items. This series is not the official/final agenda which are retained permanently as part of the official meeting minutes.	One (1) calendar year after the year in which they were created.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 241.035	None

Open Meeting Law: Hearings - Notice of Public Hearing **LRDA # 2007010**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the posting of notices of public hearings. Usually includes information on date, time, place and location of hearing, list of locations where notice has been posted, agenda, and related records.	Five (5) calendar years from the date of the meeting.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 241.020	None

Open Meeting Law: Hearings - Records of Hearing **LRDA # 2007011**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents hearings usually conducted as part of the regulatory process and/or hearings on proposed rules and changes, and the conclusions reached. This series may include but is not limited to agenda, testimony, public comment, forms, reports, conclusions reached, minutes, correspondence, and related records.	Permanent.	None	NRS 241.035	None

Open Meeting Law: Legal Notices **LRDA # 20071717**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents compliance with state laws requiring public notice of governmental activities. This series may include but is not limited to Affidavits of Publication, Certificates of Mailing, Affidavits of Posting, Public Hearing Notices, other required public or legal notices and similar documents.	Five (5) calendar years from the date of the meeting.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 241.020, NRS 241.035	None

Open Meeting Law: Meeting Notification Lists **LRDA # 2007065**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of listings kept of persons who have requested advance notification of all meetings or meetings with specific content.	Until superseded by a new or revised list.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 241.020 (3)(b)	A request for notice lapses 6 months after it is made. The public body shall inform the requester of this fact by enclosure with, notation upon or text included within the first notice sent. It is the requester's responsibility to inform the governmental entity if they wish to continue receiving meeting notifications after the 6 month period has elapsed.

Open Meeting Law: Minutes of all Boards, Commissions, Committees and Councils **LRDA # 2007107**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These minutes are the official record of the proceedings of regularly scheduled, special and emergency meetings. They include the date, time, and meeting place, members present and absent, "the substance of all matters proposed, discussed, or decided, and record, by individual member, of votes taken, the names of citizens who appeared and the substance in brief of their testimony, any other information that any member requests be entered in the minutes" in accordance with NRS 241.035. This series may include but is not limited to meeting notice and agenda including amendments, committee packets, minutes, and any supplemental materials presented during the meeting which were requested by a member of the public body or a member of the public to be included with the minutes.	Permanent.	The minutes of closed meetings may contain confidential information. See NRS 241.035 (2)(a)(b)(c) for details.	NRS 241.015, NRS 241.020, NRS 241.035 (1)(d)(e), NRS 241.035, Open Meeting Law Manual (Office of the Attorney General), NAC 239.850	None.

Open Meeting Law: Posting Requests Received from Public Bodies **LRDA # 20141894**

Description	Minimum Retention Period	Disposition	Legal Citations	References
In accordance with NRS 241.020 (3)(a), public meeting notices must be posted at the principal office of the public body or, if there is no principal office, at the building in which the meeting is to be held, and at not less than three other separate, prominent places within the jurisdiction of the public body. This series documents posting requests received by local governmental entities for and in behalf of public bodies and may include but is not limited to notice of meeting and agenda.	Retain the posting until the date of the meeting or if the meeting is cancelled the date of cancellation.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 241.020, NRS 241.035	The public body that is holding the meeting has the obligation to retain the official record of posting (See NRS 241.020 and NRS 241.035). These records should be retained until the date of the meeting as proof of compliance for and in behalf of the public body which requested the posting.

Open Meeting Law: Recordings of Meetings **LRDA # 2007109**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to record the proceedings of regularly scheduled, special and emergency meetings and may also be used to transcribe, verify and correct the minutes of public meetings. The written minutes may be taken from these recordings, transcribed, corrected as needed, and presented to the meeting body for approval. This record series includes audio and /or audio/visual recordings.	Recordings must be transcribed into written minutes. Dispose of the recording one (1) year after the adjournment of the meeting at which it was recorded, or following transcription, whichever is later.	The recordings of closed meetings may contain confidential information. See NRS 241.035 (2)(a)(b)(c) for details.	NRS 241.035 (1), NRS 241.035 (4)(a), NRS 241.030	For additional information on public meetings See the Open Meeting Law Manual (Office of the Attorney General).

Open Meeting Law: Speaker/Comment Cards **LRDA # 20071640**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains information cards of citizens requesting to speak at public meetings. The substance of the remarks made by the public are included in the meeting minutes.	Retain until minutes of the associated meeting are created and approved.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 241.035 (1)(d)	None

Open Meeting Law: Supplemental Material **LRDA # 20141907**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records consist of the supplemental material used during a meeting of a public body which was not requested to be included with the minutes.	One (1) calendar year from the adjournment of the meeting.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 241.035 (1)(d)(e)	None

Ordinances and Resolutions **LRDA # 20071676**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents ordinances and resolutions issued by local governments and may contain but is not limited to notice of filing, proof of publication, proof of posting, supporting documentation relating to preparation, drafting, passage, and implementation of the ordinance or resolution, date of adoption or passage, applicable signatures, related correspondence and similar documents. This series includes documentation related to ordinances or resolutions which have been repealed, revoked, or amended.	Permanent.	None	NRS 266.105 to 266.118, NRS 244.095 to 244.115, NRS 269.155	None

Organizational Charts **LRDA # 2007285**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of organizational charts that show lines of authority and responsibility within and between the various departments of the local government.	Until modified, superseded, or no longer created.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Parking Permits, Employee **LRDA # 2007988**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the application and issuance of employee parking permits.	Until updated or cancelled.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Passport Transmittals **LRDA # 20101773**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series provides verification that passport documents have been completed, documentation verified, and the information has been transmitted to the US Passport Office. Information may include date received, applicant's personal information, date transmitted, and similar data.	Two (2) calendar years from the end of the calendar year to which the record pertains.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	22 CFR 51.22, NRS 205.4617, NAC 239.165	None.

Performance Audits by External Agencies (Non-Financial) **LRDA # 20121835**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of quality control audits performed by external (usually regulatory) agencies. Audits may be used to assess effectiveness, economy, and efficiency of specific programs or functions, verify compliance with legal requirements, document internal control and compliance policies and procedures, and may include recommendations for improvement. Records in this series may include but are not limited to investigative reports, checklists, copies of documents involved in the review or audit, studies, questionnaires, staff training documentation, recommendations, regular and final reports, related correspondence and similar documentation.	Three (3) calendar years from the end of the calendar year to which they pertain, or for the period required by the regulatory agency, whichever is longer. Review for historical value.	Portions of this record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Permission to Use Municipal Logo **LRDA # 20141906**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains documentation authorizing the use by others of trademarked municipal logos. Records may include but are not limited to application for use, terms and conditions, approval forms, use permit, related correspondence, and similar records.	Six (6) calendar years from the expiration of the use permit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b)	Review for historical value.

Personal Information Security Breach Notification Records **LRDA # 20161926**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents data collectors actions following the discovery or notification of a breach of sensitive and/or personally identifying information it collects, stores, or maintains. Records may include but are not limited to breach investigative records, documentation of the notification process, and related correspondence.	Six (6) calendar years from the conclusion of the breach notification process.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 603A.010 to 603A.920, 45 CFR 164.400 to 164.414, NRS 11.190 (1) (a), NRS 11.190 (3)(d), NRS 41.1345	NRS 603A.030- Data collector defined. Data collector means any governmental agency, institution of higher education, corporation, financial institution or retail operator or any other type of business entity or association that, for any purpose, whether by automated collection or otherwise, handles, collects, disseminates or otherwise deals with nonpublic personal information.

Petitions Submitted to Governing Body (Not Election Related) **LRDA # 20101834**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of petitions submitted to local government bodies (councils, boards, districts, etc...) to express the opinions of the signers. These types of petitions are often used to express satisfaction or dissatisfaction with actions taken or under consideration by the governing body.	Two (2) calendar years after response or action by the governing body.	Portions of this series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 205.4617, NRS 241.035, NAC 239.165	Although these types of petitions are usually informational and may require no action, a summary of the petition should be retained in the governing bodies meeting minutes.

Photo Release Forms **LRDA # 20121846**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of release forms signed by citizens, local government employees, visitors granting permission to use their likeness in official publications, on local government websites, at local government sponsored activities/events, and other non-commercial uses.	Three (3) calendar years after photo/image is no longer in use.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NRS 597.790 (2)(g), NRS 597.790 (3)	None

Presentation Materials **LRDA # 20101831**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of materials created for use in presentations, demonstrations, classes, or seminars. This series may include but is not limited to slides, overheads, flip charts, handouts, and similar material. This series does not include commercially available materials.	Retain for as long as administratively useful.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Press/Media Releases **LRDA # 20070853**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains copies of press/media releases issued from the department, agency, or key personnel. This series may contain but is not limited to originals or copies of press releases, publicity files, audio and/or video recordings, informational flyers, notes, charts, graphs, correspondence, and related documents.	Retain media/publicity release files determined by the agency to be of historical value permanently. Retain other press release/publicity files for as long as administratively useful.	This record series should not contain confidential or restricted information and the non-permanent records may be destroyed in a non-secure manner such as deleting or recycling.	None	It is recommended that non-permanent press/media releases be retained for no longer than two (2) years.

Proclamations **LRDA # 2007013**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the special recognition of local government events, activities, and/or persons.	Permanent.	None	None	None

Property and Equipment, Records and Inventories (office copies) **LRDA # 2007067**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents property and equipment records and inventories. This series may contain but is not limited to copies of purchase orders, monthly property reports, descriptions of items, manufactures model and serial number, fiscal reports related to original cost, value, commodity codes, memos, correspondence and other related records.	One (1) fiscal year after superseded.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Property Management: Building Protection Systems Records-Agency Copy **LRDA # 20081755**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the service/maintenance of fire extinguishers, fire alarm systems, sprinklers, fire suppression systems, emergency lighting systems, exit signs, smoke detectors and similar systems. Series may include but is not limited to inspection records, maintenance reports, service logs, copies of bids and contracts for service, related correspondence and similar documents.	Three (3) calendar years from the end of the calendar year to which the record pertains..	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 477.033, NRS 239C.210, NAC 239.165 (1)(2)	None.

Property Management: Burglary and/or Vandalism, Reports of **LRDA # 20071710**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents burglary and/or vandalism of local government equipment and/or property and may contain but is not limited to police reports, damage reports, witness statements, insurance information, related correspondence and similar documents.	Three (3) calendar years from the date of last action.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(b), NAC 239.165 (1)(2)	None.

Property Management: Pest Control (Extermination) Records **LRDA # 20071747**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document pest control programs and the local government use of pesticides and may contain but is not limited to extermination logs, pesticide application record (showing kind and quantity used, dosage rate, method of application, target organism, area, date and time of application and employee name), incident reports, exterminator (contractor) reports, related correspondence and similar documentation.	Three (3) calendar years from the end of the calendar year to which they pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1910.141(a)(5), NRS Chapter 586, NRS Chapter 555, NRS 11.190 (3)(d), NRS 11.190 (4)(e)	Application logs do not contain medical information. For "Employee Medical Records-Hazard Exposure Records"- See LRDA # 2007-1289 in the Personnel Section.

Property Management: Security Camera Recordings **LRDA # 20071749**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series consists of security camera recordings created to record activities inside and outside of public buildings.	Seven (7) days or for the period needed to review recordings, whichever is longer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Property Management: Security Records **LRDA # 20071279**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents security programs provided for governmental buildings and grounds. Records in this series may include but are not limited to personnel identification (photograph) records, security activity reports, incident reports, crime reports, vehicle files, visitor control log, inspection reports, key accountability records, investigation reports, security logs, correspondence, and related records.	Three (3) calendar years from the end of the calendar year to which they pertain.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 239C, NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None.

Proposed Legislation Records **LRDA # 2007039**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Records created by governmental agencies for the purpose of proposing legislation. This series may contain but is not limited to research information on proposed legislation, fiscal notes, summaries, estimated cost reports, impact statements, correspondence, and other information documenting the proposed legislation.	As long as administratively useful to the agency.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Public Records Requests **LRDA # 20101782**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Records document requests for public records and provide a record of agency responses. Records may include but are not limited to request logs and/or request forms and response letters, legal citations for redaction or denial, and orders to grant or deny request. Excludes copies of the records which are the subject of the public records request.	Three (3) calendar years from the end of the calendar year in which the response was completed.	If this record series contains confidential or sensitive information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 239.001, NRS 239.010 to 239.012, NRS 603A.040, NRS 205.4617, NRS 11.190(3)(d)	"Nevada Public Records Act: A Manual for State Agencies" provides guidance local governments may wish to incorporate into their own public records policies and procedures.

Purchase, Sale or Transfer of Real Property Files **LRDA # 20101777**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents transactions for the purchase, sale, or trade of land, buildings or other real property by local governmental entities. Records may include but are not limited to public/legal notices, property information, disclosure statements, appraisal reports, bids/purchase offers, copies of acceptance or rejection notices, financial records, legal documents, meeting minutes and exhibits, copies of deeds, bill of sale or transfer, copies of purchase orders, related correspondence and similar documents.	Permanent	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 244.2795 to 244.282, NRS 268.059 to 268.062, NRS 205.4617, NRS 11.190 (1)(b)	If the financial transaction is summarized in the file the financial records themselves may be purged from the records six (6) calendar years from the final close of the sale.

Quality Assurance Recordings **LRDA # 20121847**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These recordings (usually telephone) are used to document customer service calls and may be used for staff training and development purposes.	Thirty (30) days from the date of the recording.	These recordings may contain confidential or sensitive information and should be destroyed in a secure manner. (See NAC 239.165 (1)(2)).	None	None.

Quality Assurance Review Audits and Reports **LRDA # 20071256**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of quality control reviews performed by an agency to check the effectiveness of policies and procedures [such as office security, training, safety, personnel, customer relations, emergency and similar procedures]. The files may consist of investigative reports, checklists, copies of documents involved in the review or audit, staff reviews, copies of policies & procedures, comparison reports, audit workpapers, studies, questionnaires, copies of safety manuals, copies of staff training documentation, regular and final reports, related correspondence and similar documentation.	Three (3) calendar years from the end of the calendar year to which they pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Records Destruction Certificate **LRDA # 2007069**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the destruction of records in accordance with approved retention schedules.	Three (3) calendar years from date the records were destroyed	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d)	None

Records of Formal Negotiations **LRDA # 2007012**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents negotiations between the governing body or the governing body's representative and employee representatives. This series may include but is not limited to copies of expired contracts, negotiation notes, letters of agreement, arbitration findings, cost analyses, management counter proposals, negotiation updates, newspaper clippings, press releases, minutes, audio/video recordings, related correspondence and similar records.	Permanent.	Portions of this record series are not subject to the open meeting law (NRS 288.220).	NRS 288.140 to 288.220	None.

Records Retention Schedule **LRDA # 2007073**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This schedule is a listing of all the record series in the legal custody of a local government, and the minimum retention that is established to satisfy administrative, fiscal, legal and historical requirements for each record series, and has been approved by those necessary within the organization and the State Library, Archives and Public Records Administrator.	Six (6) calendar years after superseded by a changed schedule	This record series does not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NAC 239.155	None

Reports Required by Law/Regulation **LRDA # 20141900**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are reports (not scheduled else ware in the Local Government Records Management Program Manual) which are required by law or regulation to be submitted to governing bodies, state or federal agencies, Legislative Counsel Bureau/Legislature, or the Governor.	Retain for a minimum period of five (5) calendar years from the submission of the report.	If this series contains any confidential, restricted or sensitive information that information should be destroyed in a secure manner that will prevent its reconstruction.	Various State/Federal Laws and Regulations	The office of record for this series is usually the entity receiving the report.

Requisitions / Purchase Orders (office copies) **LRDA # 2007074**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to purchase equipment, supplies, and or products for local governments and may include but is not limited to copies of purchase order forms, vendor invoices, worksheets, terms and conditions forms and related correspondence.	Until resolution of annual audit.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Resignations of Elective and Appointive Officials **LRDA # 2007290**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents resignations of elected and appointive officials and may contain but is not limited to letter of resignation, copy of oath of office, related correspondence and similar documents.	One (1) calendar year after resignation is effective.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 283.030, NRS 245.130	None

Restricted Document Log (Homeland Security Act) **LRDA # 20071246**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the access granted to "Restricted Records" and contains information on the date access was granted, the individuals name, a copy of a photographic form of identity, the name of his/her employer, citizenship status, and the purpose for accessing the restricted documents	Three (3) calendar years from the end of the calendar year to which it pertains.	This record series must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.010 thru 239C.270 (Homeland Security Act) - NAC 239.165 (1)(2)	This log is NOT a "Public Record" per NRS 239C.220 and 239C.230 (2).

Risk Management: Accident Reports **LRDA # 20071712**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents accidents involving departmental vehicles or equipment. Reports may contain but are not limited to date and time of accident, location of accident, type of accident, narrative reports regarding circumstances, parties involved, injury reports, copies of medical treatment reports, property damage reports, vehicle damage reports, witness statements, copies of police reports, departmental forms, notes, photos, correspondence, and related documents.	Three (3) calendar years following resolution or settlement of any claims or legal actions, or from the accident date if no legal action or damage results.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 12.080, NRS 12.105, NAC 239.165 (1)(2)	None.

Risk Management: Emergency Action Plan **LRDA # 20101783**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents emergency action plans used to coordinate activities during emergencies. Information may include but is not limited to procedures for reporting a fire or other emergency, emergency evacuation plans (including type of evacuation and exit route assignments), physical security plans, environmental control plans, records documenting employee alarm systems, emergency action plan training records, plan reviews, related correspondence, and similar documents.	Five (5) calendar years after revised or superseded.	This series may containconfidential/restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1910.38, NRS 239C.090, NRS 239C.220, NAC 239.165	None.

Risk Management: Insurance Policies **LRDA # 2007062**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the terms and conditions of insurance policies between the local government and insurers. Types of insurance may include liability, property, motor vehicle, flood, and others. Records usually include policies, endorsements, rate change notices, agent of record, related correspondence and similar documents. This series does not include Group Health and Life Insurance policies which are scheduled in the Personnel Section.	Six (6) calendar years after policy expires.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b), NRS 11.190 (3)(d)	None

Risk Management: Insurance: Claims **LRDA # 2007061**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document various types of liability claims filed against the local government. These include personal injury, property damage, motor vehicle accident, false arrest, and others. Records often include reports, photographs, summaries, reviews, notices, audio and videotapes, transcriptions of recorded statements, memoranda, correspondence, and related documents.	Three (3) fiscal years after final settlement of claim	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Risk Management: Job Safety Analysis **LRDA # 20161936**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the process of identifying and analyzing potential hazards in job tasks. Records may include but are not limited to Job Safety Analysis form and any related correspondence and similar material.	Three (3) years after superseded.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d)	None

Risk Management: Liability Release Forms **LRDA # 20071672**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents individual liability release forms required for participation in various programs/activities offered by local governmental departments during the year. This series usually consists of event specific liability forms, participant information, contact information, signature of participant or parent/legal guardian, emergency contact information, and similar information.	Three (3) calendar years from the date of the event.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 239B.030, NAC 239.165 (1)(2)	None.

Risk Management: National Flood Insurance Program (CRS) Records **LRDA # 20141901**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of records relating to the Federal Emergency Management Administration's Community Rating System (CRS) program which allows for discounted flood insurance rates for communities that exceed minimum national flood protection standards. Records may include but are not limited to application, CRS certification forms, recertification and modification forms, flood insurance rate map (FIRM) determination forms, elevation certificates, verification visit documents, public outreach information, hazard disclosures, related correspondence and similar documents.	Retain the application and verification visit documentation until no longer participating in the program. Retain other records in this series for a minimum period of three (3) calendar years from the date of recertification or supersession.	Local governments must recertify annually and undergo in-depth programreview/verification every five years.	FEMA-National Flood Insurance Program Community Rating System-CRS Record Keeping Guidance, 42 U.S.C. section 4104 (c)(d), 2 CFR 200.333, NRS 11.190 (3)(d)	Review for historical value.

Risk Management: Property Insurance Inspection Reports **LRDA # 20161931**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records are used for risk analysis purposes and consist of reports from Independent Loss Control Insurance Inspections. The record may include but is not limited to property/building life safety and fire system reviews, facility condition analysis reports; seismic bracing reviews, related correspondence, and similar documentation	Three (3) calendar years from the date of the report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 239C.090	None.

Risk Management: Red and Amber Light Permits **LRDA # 20101772**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents red and/or amber light permits issued by the Nevada Highway Patrol for local governmental vehicles. Series may contain application for permit, permit log or lists, copies of accounting records, related correspondence and similar documents.	One (1) fiscal year after expiration of the permit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 484A.490	Permits expire on June 30 of each calendar year.

Risk Management: Smog Inspections **LRDA # 20121882**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents emission inspections of local government owned/operated vehicles.	Retain until superseded by a new inspection.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 445B.700 to 445B.845, NAC 445B.575 to 445B.601, NAC 445B.737 to NAC 445B.774	None.

Risk Management: Vehicle Maintenance Records **LRDA # 2007079**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the maintenance and repairs of local government owned or leased vehicles. Series is used to provide a maintenance and repair history and may include but is not limited to work order number, dates, maintenance or repair performed, mileage of vehicle, problem type, warranty information, driver's name, and action taken.	Life of the vehicle (plus three years if the vehicle was involved in an accident)	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Risk Management: Vehicle Visual Inspections **LRDA # 20141897**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents visual inspections of local government owned vehicles for conditions that could affect driver safety. These inspections are usually done by the driver prior to vehicle operation. Series may include but is not limited to pre and/or post inspection report or checklist, related correspondence and similar documents.	If an unsafe condition is found: Retain for a minimum period of three (3) calendar years from the date of repair or correction. If no unsafe conditions are found: Retain until a subsequent vehicle inspection is performed.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Seal and Logo Records **LRDA # 2007040**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Records pertaining to the creation and establishment of the municipal logo, seal and other similar graphic or symbolic representations of the local government.	Permanent.	None	None	None

Special Boards, Commissions, Councils, Committees, Offices and Task Force Records **LRDA # 20071242**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document the governmental administration, activities, and history of specially organized committees, boards, councils, offices and task forces. These entities are usually organized or appointed to address specific problems or situations, and not intended to carry on activity beyond a final report or activity. The purpose of these special entities may involve advising, investigating, planning, recommending, compiling, summarizing and similar activities. Records may include but are not limited to agendas, original minutes of public meetings, meetings and workshops, interim and final reports, news articles and other informational documents, related correspondence and any other material compiled or created by the entity.	Permanent.	The minutes of closed meetings may contain confidential information. See NRS 241.035 (2)(a)(b)(c) for details.	NRS 241.010 to 241.035, The Open Meeting Law Manual (Office of the Attorney General), NAC 239.850	None

Special Event and Celebration Records **LRDA # 2007041**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents local government sponsored special events and celebrations. This series may include but is not limited to event planning information, cost studies, promotional material, speeches, dedications, public attendance summaries, final reports, correspondence, and related records. May also include routine documentation related to implementing the promotion and organization of the event. These often include lists, rosters, correspondence, volunteer information, and related records.	Retain records which document significant aspects of the event Permanently. Retain other records related to the event for a minimum period of two (2) fiscal years from the year to which it pertains.	This record series should not contain confidential or restricted information and the non-permanent records may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Special Study Report Files **LRDA # 20121878**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents special studies produced under the direction of governing bodies, department managers, courts, elected officials, but not required by law or regulation. Files may contain but are not limited to reports, exhibits, supporting documentation and related correspondence.	Three (3) calendar years from the completion or termination of the study. Review for historical value.	If this record series contains confidential, restricted, or sensitive information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None.

Specialized or Local Ethics Committee **LRDA # 20141902**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents specialized or local ethics committees established to complement the functions of the State Commission on Ethics. Records may include but are not limited to code of ethical standards, hearing records, agendas, minutes, motions, deliberations, opinions, interpretations, correspondence, and supporting documentation.	Permanent.	Each request for an opinion submitted to a specialized or local ethics committee, each hearing held to obtain information on which to base an opinion, all deliberations relating to an opinion, each opinion rendered by a committee and any motion relating to the opinion are confidential unless: The public officer or employee acts in contravention of the opinion; or the requester discloses the content of the opinion. (NRS 281A.350 (4)(a)(b))	NRS 281A.350	None

Staff Meeting Records **LRDA # 2007846**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the actions and activities taking place at internal staff meetings, team meetings, managers meetings, and other internal meetings. These types of meetings do not always produce minutes, but this series may include minutes, agendas, notes, reports, newsletters, correspondence, and related documents.	Retain only as long as the record holds value to the agency.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	It is recommended these records be retained no longer than one (1) year.

Strategic Plan Files **LRDA # 2007047**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents detailed plans (methods) for accomplishing program goals. This series may include but is not limited to records documenting the development and establishment of agency goals and objectives, planning documents, laws and regulations, activity reports, statistical reports, related correspondence and similar records.	Three (3) calendar years from the date superseded. Review for historical value.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	This series may contain historically significant information on the development and modification of agency strategic plans.

Summons and Subpoenas **LRDA # 20071281**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These documents are received by representatives of local governments and individuals in their official capacity as local government employees, requiring their appearance at a specified place, date and time. The summons and subpoenas are issued by agencies which are granted this power under law. These may include state and federal courts, boards, commissions, offices, etc.. The documents themselves contain a statement of the authority for the summons or subpoena, the reasons for the required appearance, the date, time and place. The documents are signed and dated and may be delivered by mail or by an officer of the summoning institution.	One (1) calendar year from the date of the scheduled appearance or cancellation of the summons or subpoena.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Surveys, Polls, and Questionnaires **LRDA # 2007076**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document public opinion on various issues, actions, and concerns. This series may include but is not limited to surveys, polls, questionnaires, summaries, abstracts, related correspondence, and similar information.	Retain for as long as administratively useful to the agency.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Telecommunication System Management Records **LRDA # 20071360**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the creation, modification, and disposition of local government telecommunications systems. Records in this series may include but are not limited to equipment records, Federal Communications Commission records, repair order forms, system planning records, telecommunications maintenance contracts and service agreements, service orders, related correspondence, and similar documents.	Retain serviceagreements/maintenance contracts for a minimum period of six (6) calendar years after expiration or fulfillment of all terms of the agreement or contract, whichever is later. Retain othertelecommunication system records for the life of the system.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b)	None

Telephone Logs **LRDA # 20071008**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This is a listing or log of telephone calls made and similar telephone activity reports.	90 days from last entry.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Trademarks, Trade Names and Service Marks Files **LRDA # 20121861**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the trade names, trademarks and service marks registered with the Secretary of State in accordance with state law. The files may contain but are not limited to application, specimen of mark and/or name, copy of certificate of registration, correction documentation, renewals, receipt for fee payment, copy of checks, cancellation documentation and related correspondence.	Three (3) calendar years after the expiration or cancellation date of the registration.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 600.240 to 600.390, NRS 11.190 (3)(d)	The Nevada Secretary of State is the office of record for this record series. The registration of a mark is effective for 5 years from the date of registration.

Trust Fund for Retirement Benefits (NRS 287.017) **LRDA # 20121868**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the establishment of trust funds for the future retirement of local government employees and their spouses and dependents. Series may contain but is not limited to Board of Trustee records, trust statements, contribution records, enrollment forms, actuarial records, employee/spouse/dependent files, audit reports, investment records, contracts and agreements, financial reports, various forms, related correspondence and similar records.	Retain Board of Trustee records, audit reports, statement of trust records permanently. Retain employee, spouse/dependent files for a minimum period of thirty (30) years from the close of file. Retain other records included in this series for a minimum period of six (6) calendar years from the end of the calendar year to which they pertain.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 287.017, NAC 287.776, NAC 287.788, NRS 11.190 (1)(b), NAC 239.165	None.

Unmanned Aerial Vehicle (UAV) Recordings **LRDA # 20181946**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series may consist of recorded images, sound waves, odors, and associated data captured by Unmanned Aerial Vehicles (UAV). Public agencies which have registered an UAV with the Department of Public Safety may operate the UAV for one or more of the following public purposes: fire services, emergency medical services, protection of a critical facility that is public property, search and rescue operations, preparation for, response to and recovery from emergencies and disasters, communications relay and delivery, surveying and mapping, inspection of public land and infrastructure, inspection and testing of hazardous materials, inspection and evaluation of natural resources, inspection and evaluation of wildlife, inspection and evaluation of agricultural and environmental conditions, training of employees of a public agency, research and development of unmanned aerial vehicles, maintenance and testing of unmanned aerial vehicles, air quality testing, and evaluation of meteorological conditions.	Retain recordings for the same retention period required for an equivalent hardcopy record. It is recommended that recordings that may contain personally identifiable information (PII) not be retained for more than one-hundred eighty (180) days.	If this record series contains confidential or restricted information that information must be destroyed in a secure manner that will prevent its reconstruction.	Presidential Memorandum: Promoting EconomicCompetitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems, Privacy Act of 1974 (5 U.S.C. 552a), NRS 493.115, NRS 493.118, NAC 493.100, NRS 239C.090, NRS 239C.210, NAC 239.101, and others.	In accordance with NRS 493.020 "Public agency" means an agency, office, bureau, board, commission, department or division of this State or a political subdivision of this State other than a law enforcement agency.

BLM Project Records **LRDA # 20101784**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents projects involving federal Bureau of Land Management and may include request for assistance forms, project activity reports, financial documents, memos, related correspondence, and similar documents.	Three (3) fiscal years following the expiration of the project.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	2 CFR 200.333, 43 CFR 1880, NRS 11.190 (3)(d), NAC 239.165	Review for historical value.

Emission Inventory Studies and Reports **LRDA # 20101786**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These reports are designed to support criteria pollutant studies, plans, and/or state implementation plans and are usually geared towards specific point sources.	Permanent	This record series usually does not contain confidential or restricted information.	42 USC section 7410, 40 CFR 51, NRS Chapter 445B, NAC Chapter 445B	None

Emission Reduction Program Records **LRDA # 20101789**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents programs designed to reduce harmful pollutants. The programs are designed to reduce harmful emissions from Carbon Monoxide, Ozone, PM10, PM2.5, VOC, Nitrogen Oxide, Carbon Dioxide, HAPs, etc. and may be included as a component of the State Implementation Plan. Records may include program reports, studies, guidelines, proposals, grant requests, related correspondence and similar documents. Programs may include, but are not limited to, Voluntary Vehicle Repair Program, Lawn Mower Exchange Program, Off-Road Vehicle Diesel Retrofit Program, Truck Stop Electrification Program, Gas Cap Exchange Program and similar programs.	For programs linked to State Implementation Plan- Retain this series for five (5) calendar years after superseded or withdrawn. For programs not linked to the State Implementation Plan- Retain for five (5) calendar years after expiration of program.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	42 USC section 7410, 40 CFR 51, NRS Chapter 445B, NAC Chapter 445B	Review for historical value.

Endangered Species Act (ESA) Section 10 Records **LRDA # 20141895**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents permits received from the U.S. Fish and Wildlife Service for activities which would otherwise be prohibited by the ESA. Permits may be for scientific purposes, enhancement of propagation or survival, or for incidental taking of wildlife and may authorize a single transaction, a series of transactions, or a number of activities over a specific period of time. Records used in the permitting process may include but are not limited to application forms, Habitat Conservation Plans, implementation agreements, funding plans, draft National Environmental Policy Act analysis, safe harbor agreements, candidate conservation agreements, copies of financial records, related correspondence, and similar records.	Ten (10) calendar years from the expiration or revocation of the permit	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	50 CFR 17.22, 50 CFR 17.32, 50 CFR 17.62, NRS 244.386, NAC 321.418	The office of record for this series is the U.S. Fish & Wildlife Service. Section 10 of the ESA is designed to regulate a wide range of activities affecting plants and animals designated as endangered or threatened, and the habitats upon which they depend.

Enforcement Actions **LRDA # 20101788**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the issuance of Notices of Violation (NOV) and resolution of enforcement action. Records may include notice of violation, evidentiary documents, response forms, tracking forms, stipulations, hearing officer reports, orders, waivers, findings, penalty payment plans, photos, audio/visual records, related correspondence, and similar documents.	Six (6) calendar years from the date of final resolution.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	42 USC section 7410, 40 CFR 51, NRS Chapter 445B, NAC Chapter 445B, NRS 11.190 (1)(a)	Review for historical value.

Landfill Records **LRDA # 20071595**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents municipal landfill operations. This series may include but is not limited to applications, permits, operating records, compliance reports, plans (engineering, operating, contingency, sedimentation, erosion control, etc.), hydrogeological reports, inspection reports, gas monitoring reports, ground-water monitoring reports, copy of regulations and standards, results of various samples, training records, remediation plans, cost estimates, financial assurances, closure and post-closure care plans, and related documents.	Permanent.	None	40 CFR 258, NRS 444.558, NRS 444.580	None

Nevada CAPP/PTAH Files **LRDA # 20071612**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains documents related to Chemical Accident Prevention Programs (CAPP) and Plans to Abate Hazards (PTAH). The files may contain but are not limited to registration documents, operating procedures, hazard assessments, process hazard analysis, training procedures, equipment maintenance procedures, safety reviews, incident reports, corrective action reports, copies of reports and/or forms submitted to regulatory agencies, related correspondence, and similar documents.	Five (5) calendar years from the end of the calendar year to which they pertain.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 459.380 to 459.3874, NAC 459.952 to 459.95528, NRS 459.3822, NAC 459.95523, NAC 239.165 (1)(2)	None

Permit Files-Stationary Source **LRDA # 20101787**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series pertains to stationary sites emitting air pollutants. Records may include applications, permits, inspections, enforcement corrective action orders, copies of notices of violation, compliance hearing records, performance tests, copies of emission reports, certification reports, ownership change records, financial reports, forms, memos, related correspondence, and similar documents.	Twenty (20) calendar years after site closure.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 7410, 40 CFR 51, NRS Chapter 445B, NAC Chapter 445B, NRS 11.190 (1)(a)	Review for historical value.

State Implementation Plan (SIP) and related studies **LRDA # 20101785**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents air quality reports and studies performed as part of the State Implementation Plan (SIP). Records may include but are not limited to implementation plans, carbon monoxide studies, modeling data plans, ozone reports, transportation plans, air toxics studies, attainment demonstration plans, milestone achievement reports, and similar reports and/or studies.	Five (5) calendar years after superseded or withdrawn.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	42 USC section 7410, 40 CFR 51, NRS Chapter 445B, NAC Chapter 445B	Records in this series may also be found incorporated in whole or part, into County Code, Health District Code, State and/or Federal Law. Review for historical value.

State Implementation Plans (SIP) - Transportation Plans **LRDA # 20101791**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains information used in developing plans to achieve national ambient air quality standards through a reduction of vehicle miles of travel. Records consist of transportation control plans, conformity determinations, studies, employer incentive plans, strategy papers, copies of emissions standards, meeting notices, concurrence requests, related correspondence and similar records. Final transportation control plans become part of state implementation plans (SIPs).	Five (5) calendar years after superseded or withdrawn.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	Clean Air Act section 176 (c)(4)(E), 40 CFR 51.390, 40 CFR 93.100 to 93.129	Review for historical value.

Vacant Land Monitoring Reports **LRDA # 20101790**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to monitor vacant lands, unpaved parking lots, unpaved roadways and similar areas within the city/county. Records may include inspection reports, enforcement records, complaints, related correspondence and similar supporting material.	Three (3) calendar years from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(a)(b)(d)	Review for historical value.

Airports

Activity Reports **LRDA # 2007112**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of records documenting various indicators of activity associated with local government owned or operated airports. Subjects may include arrivals and departures, type of aircraft served, number of passengers, amount of cargo, amount of fuel use, activities of related operations such as restaurants, gift shops, car rental outlets, as well as others. These types of reports are usually statistical in nature and should not contain personally identifying, confidential or restricted information.	Retain annual activity reports Permanently. Retain other activity and statistical reports (not otherwise scheduled in this section) for three (3) calendar years from the year created.	If there is personally identifying, confidential or restricted information in this record series that information must be protected from public disclosure and the non-permanent records containing that information must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 239.165 (1)(2)	This record series is useful for planning and budgeting, reference, performance monitoring, program justification, position justification and similar uses.

Airport Aid Program Grantees: Affirmative Action Plans **LRDA # 2007122**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Records in this series document specific and result-oriented procedures used to achieve equal employment opportunity. This series may include but is not limited to affirmative action plans, compliance reports, statistical reports, employment reports, and related records.	Three (3) fiscal years, or for the period during which the federal financial assistance is made available, whichever is longer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	14 CFR 152.415	None

Airport Aid Program Grantees: Reports not transmitted to the Federal Aviation Administration **LRDA # 2007123**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains reports that enable the FAA Office of Civil Rights to ascertain if there has been compliance with the non-discrimination in airport aid program. The series may include but is not limited to compliance reports, statistical reports, correspondence and related records.	Three (3) fiscal years or for the period during which the Federal financial assistance is made available, whichever is longer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	14 CFR 152.415	None

Airports

Airport Certification Manuals or Specifications **LRDA # 2007114**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents certifications, licenses, or permits from the Federal Aviation Administration (FAA) or other Federal or State agencies. Records in this series may include but are not limited to certification applications, airport certification manuals, operating procedure manuals, facility and equipment descriptions, responsibility assignments, self inspection plans, maintenance manuals, and any documentation bearing directly on the issuance or renewal of licenses.	Retain certification manuals or specifications Permanently. Retain other records related to certification two (2) calendar years after expiration.	This record series may contain confidential or restricted information. Records not retained permanently must be destroyed in a secure manner that will prevent reconstruction of the information.	14 CFR 139.203 to 139.205, 14 CFR 139.301, NRS 239C.090, NRS 11.190 (4)(e), NAC 239.165 (1)(2)	None..

Airport Emergency Documentation Records **LRDA # 2007119**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series of records may include but is not limited to alerts (all stages), reports and records of emergencies, reports of property damage, reports of sick or injured persons and similar documents.	Three (3) calendar years from date of last action.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 11.190 (3)(d), NRS 11.190 4(e), NAC 239.165 (1)(2)	None.

Airport Emergency Planning Records **LRDA # 2007118**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the development and maintenance of airport emergency plans, created to minimize the possibility and extent of personal injury and property damage in the event of an emergency.	Retain records described in 14CFR 139.325 - Permanently.	This record series contains confidential or restricted information.	49 CFR 1520.5, 14CFR 139.325, 239C.090	None.

Airports

Airport Fueling Agent Inspections **LRDA # 20071373**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents established standards for protecting against fire and explosions in storing, dispensing, and otherwise handling fuel, lubricants, and oxygen at the airport. These standards cover facilities, procedures, and fueling personnel training. This series may contain but is not limited to inspection reports, training reports, records documenting fire safety in mobile fuelers, fueling pits, fueling cabinets, fuel farms and storage areas, storage area access reports, corrective action records, reports submitted to the FAA, copy of the fire code of the public body having jurisdiction over the airport, related correspondence and similar documents.	Two (2) calendar years from the date of the inspection.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	14 CFR 139.321, NRS 11.90 (4)(e), NAC 239.165 (1)(2)	None.

Airport Law Enforcement Activity Records **LRDA # 20071377**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents various types of security actions taken by the airport as described in 49 CFR 1542.221. This series may include documents showing the number and type of firearms, explosives, and incendiaries discovered during any passenger screening process, and the method of detection of each; the number of acts and attempted acts of piracy; the number of bomb threats received, real and simulated bombs found, and actual bombings on the airport; the number of detentions and arrests made, name, address, and the immediate disposition of each individual detained or arrested, the type of deadly or dangerous weapon, explosive, or incendiary confiscated, and the identification of the aircraft operator or foreign air carrier on which the individual detained and/or arrested was screened, or was scheduled to be a passenger.	Three (3) calendar years from date of last action.	This record series may contain confidential or restricted information. This record series should be destroyed in a secure manner that will prevent reconstruction of the information.	49 CFR 1542.215 to 1542.221, NRS 11.190 3(d), NRS 11.190 (4)(a)(e), NAC 239.165 (1)(2)	None.

Airports

Airport Project Records **LRDA # 20071378**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document airport construction projects. This series may contain but is not limited to engineer's project notes, inspection reports, as-built drawings, land use maps, drainage and pavement drawings, airport layout plans, master plan maps, aerial photographs, topography maps, standard maps, property surveys, land use policy plans, project details, studies, reports, notes, correspondence and related documents.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.090	None.

Daily Log of Control Center **LRDA # 2007117**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the daily activities of an airport control center. This series may include but is not limited to information on weather conditions, arrivals and departures, type of aircraft served, number of passengers, amount of cargo, amount of fuel used, planned or special events in or around the airport, correspondence and similar records.	Two (2) calendar years from date of record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	49 CFR 1520.5, NAC 239.165 (1)(2)	None.

Escort Log **LRDA # 2007120**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is a log of individuals who do not have unescorted access authority, and must be escorted into secure or other areas of the airport.	Six (6) month from date of log.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Airports

Federal Aid to Airport Records **LRDA # 2007121**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer grants of funds from the federal government for airport planning and engineering, or airport development. This series may include but is not limited to airport layout plans, preliminary plans and specifications, invoices, cost estimates, payrolls, vouchers, cancelled checks or warrants, receipts, and similar records.	Three (3) fiscal years after the date of the final grant payment.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	14 CFR 151.55	None

Navigational Facilities Maintenance and Operation Records **LRDA # 20071376**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the maintenance and operation of various types of airport navigational equipment. Examples include non-directional radio beacon facilities, instrument landing system facilities, simplified directional facility, distance measuring equipment, VHF marker beacons, interim standard microwave landing system, microwave landing system, and others. May also include maintenance manuals, meter readings, adjustment records, facility maintenance logs, radio equipment operation records, technical performance records, various forms, copies of reports submitted to the FAA and related documents.	Six (6) calendar years after equipment is permanently removed from service.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	14 CFR 171.13, 14 CFR 171.33, 14 CFR 171.53, 14 CFR 171.117, 14 CFR 171.163, 14 CFR 171.213, 14 CFR 171.275, NRS 11.190 (1)(b), NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Noise Compatibility Planning Records **LRDA # 2007125**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the development of a noise compatibility program to moderate the impact of noise in areas surrounding airports. This series may include but is not limited to studies, reports, noise exposure and other maps, hearing records, public statements and similar records.	Retain records described in 14 CFR 150.23 (e)- Permanently. Retain other records related to noise abatement and control for two (2) calendar years after program approved.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	14 CFR 150.23 (e)	None

Airports

Notices to Airmen (NOTAM) **LRDA # 2007127**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the notification of air carriers of changes in airport conditions. Subjects may include airway changes, chart corrections, facility changes, procedural changes, flight advisories and restrictions, construction information, maintenance information, special notices, and related records.	Two (2) calendar years after notice is removed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Parking Positions for Aircraft **LRDA # 2007129**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series details the parking positions for aircrafts using municipally owned or operated airports.	Six (6) months after superseded.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Passenger Facility Charges (PFC) **LRDA # 2007130**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the imposition of FAA approved Passenger Facility Charges (PFC), to finance eligible airport related projects. This series may include but is not limited to application, written competition plan, notice to air carriers, project descriptions, project justifications, detailed financial plans, meeting notes and minutes, accounting records, audit files, correspondence, and related records.	Three (3) calendar years after completion of project.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	14 CFR 158 (Appendix A to Part 158 -#10), 14 CFR 158.61 to 158.71	None

Airports

Security Program Records **LRDA # 2007131**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the objectives, methods, and procedures, designed to prevent or reduce illegal activities or interference with civil aviation. This series may include but is not limited to airport description, maps, master security plan, access control information, training programs, incident management procedures, procedures for public advisories, law enforcement personnel information, contingency plans and related records.	Retain program records described in 49 CFR 1542.103 permanently. Retain other security program records for a minimum period of two (2) calendar years after they have been superseded.	This record series contains confidential or restricted information. Records to be disposed must be destroyed in a secure manner that will prevent reconstruction of the information.	49 CFR 1542.103, NRS 239C.090, NAC 239.165 (1)(2)	None.

Self-Inspection Program Records **LRDA # 2007133**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents daily, (except as required by the airport certification manual or airport certification specifications or as a result of unusual conditions) inspections that show conditions found, and all corrective actions taken. Series may include but is not limited to inspection procedures, daily inspection reports, daily maintenance log, lists of equipment used in conducting safety inspections, facility information, and related records.	One (1) calendar year from the date of the inspection.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	14 CFR 139.327, NAC 239.165 (1)(2)	None.

Animal Control

Animal Permit and License Records

LRDA # **20071715**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents permits and/or licenses issued to pet owners, kennel or wildlife exhibit operators, and other persons in accordance with state law and local ordinance.	Two (2) calendar years from the renewal, denial or expiration of the permit or license.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 244.359, NRS 266.325, NRS 205.4617, NAC 239.165 (1)(2)	None.

Bite Reports

LRDA # **2007136**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the investigations of animal bites. This series may include but is not limited to case number, information on person bitten, incident information, treatment given, animal type, results of investigation, correspondence and similar documents.	Two (2) calendar years from the date of the report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 244.359, NAC 441A.020, NAC 441A.425	None

Communicable Disease Reports

LRDA # **20071379**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of reports of actual or suspected rabies, anthrax, brucellosis, or other reportable communicable diseases of animals or humans submitted by veterinarians or other personnel employed by an animal shelter to a local health authority and/or rabies control authority.	Five (5) calendar years after reports submission to health authority and/or rabies control authority.	This record series may contain confidential and/or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 441A.410, NAC 441A.150, NAC 441A.225, NAC 441A.410 to NAC 441A.445, NAC 239.165 (1)(2)	None

Animal Control

Counter Receipts / Logs **LRDA # 2007137**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Receipts and other records related to financial transactions at animal control offices or shelters. This series may include but is not limited to receipts or reports documenting license fees, impound and boarding fees, registration fees, euthanasia fees, release fees, and similar documents.	One (1) fiscal year following an audit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624	None

Dog License Forfeits **LRDA # 2007139**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents monies collected in advance to encourage pet owners to license and vaccinate their pets. Licenses are required yearly, and if the pet owner did not license their pets in the last year the money is forfeited to animal control.	One (1) fiscal year following an audit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NRS 205.4617, NAC 239.165 (1)(2)	None.

Euthanasia License Records **LRDA # 20071283**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document the annual registration process required to purchase and dispense controlled substances in accordance with state and federal law. These substances are used in the euthanasia of sick, injured or unwanted animals. This series usually includes a copy of the application, supporting documentation, a copy of the license and related correspondence.	Three (3) years after the expiration of license.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	21 CFR 1304.04, NRS 453.246, NRS 11.190 (3)(d)	None

Animal Control

Lost and Found Records **LRDA # 2007149**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of cards or forms completed by pet owners to help match lost pets with animals in the custody of animal control. This series may include but is not limited to owners name and address, and name of and description of pet, location, date and time, and related information.	Six (6) months from the date of the card or form.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Medical Records, Animal Control **LRDA # 20071452**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the medical history of animals in the care of animal control. This series may include but is not limited to records which document an animal's past medical history, medical treatment records or logs, vaccination history, lab test notes and results, quarantine information, correspondence and similar related documents.	Four (4) calendar years from the date of last service.	This record series may contain confidential information (NAC 441A.412) which must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 441A.410, NAC 441A.410 to 441A.440, NAC 239.165 (1)(2)	None

Pet Impound Records **LRDA # 2007142**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document all animals received by animal control. This series may contain but is not limited to description of animal, source, copy of medical and/or shot records, release information, final disposition and related records.	Two (2) calendar years from the date of final disposition.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 574.055	None

Rabies Vaccination Certificate Records **LRDA # 20071380**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents certificates of rabies vaccinations performed by veterinarians. The certificate may include the name and address of the owner of the animal, a description of the animal, including the name, age, sex, breed, color and weight of the animal, the date the vaccination was administered, the product name of the vaccine used, the lot number of the vaccine, the date the animal is due for revaccination based on the duration of immunity provided by the vaccine (according to its label), the number on the rabies vaccination tag issued, the name, address and license number of the veterinarian, the signature of the veterinarian who administered the vaccine, and related documents	Three (3) calendar years from date of issuance.	The record of the certificates of vaccinations against rabies maintained by the rabies control authority is confidential (NAC 441A.412) and may be disclosed only to an animal control authority or health authority or pursuant to a court order.	NRS 441A.410, NAC 441A.410, NAC 441A.440, NAC 441A.412, NAC 239.165 (1)(2)	This record series must be destroyed in a secure manner that will prevent reconstruction of the information.

Records Relating to the Use, Storage and Disposition of Sodium Pentobarbital **LRDA # 2007144**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the use, storage, and disposition of sodium pentobarbital used in the euthanasia of sick, injured or unwanted animals. This series may contain but is not limited to weekly stock verifications, beginning and ending inventory each time the drug is removed from secure storage, identification of the animal on which it was used, the amount administered, signature of person administering the drug, notes on waste, notes on disposal of expired or unwanted sodium pentobarbital, security information, reports, correspondence and related records.	Four (4) calendar years from the date of the record.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	21CFR 1304.03, 21CFR 1304.04, NAC 638.535	None

Reports of Injured Animals **LRDA # 2007145**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents reports of injured animals picked up and/or treated by animal control. This series may contain but is not limited to information on type of animal, owners (if known) name and address, location, type of injury, if a wild animal-location of capture, action taken, treatment, disposition, associated costs, correspondence and related records.	Two (2) calendar years from the date of the report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Violation Notices to Owners **LRDA # 2007146**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents violation notices issued to animal owners for infractions of local ordinances (not having a license, allowing pet to run at large, no rabies vaccinations, annoyance, etc.). This series may contain but is not limited to case number, reason for action, activity cards or notices, license number, owner's name and address, violation, ordinance number, date and time, correspondence, and related records.	Two (2) calendar years from the close of the case, or from the date of last action.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 574.055, NRS 171.17751, NRS 205.4617, NAC 239.165 (1)(2)	None.

Assessors

Additional Tax Due and Valuation Notices **LRDA # 2007468**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to notify property owners of disqualification of specially assessed property or errors made in the valuation process. This series may include but is not limited to notice to property owners, records documenting taxes assessed, reason for disqualification or change, appeal forms, supporting documentation and related correspondence.	Six (6) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 250.110 to 250.180, NRS 11.190 (1)(b), NRS 11.190(3)(d), NRS 360.280, NRS 361.044, NRS 205.4617, NAC 239.165 (1)(2)	None.

Affidavits of Tax Exemption **LRDA # 2007081**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents affidavits filed by war veterans, disabled veterans, surviving spouses, the blind and other qualifying individuals or organizations for real and/or personal property tax exemption. This series may include but is not limited to applications, questionnaires, annual renewals, applicable forms and supporting documentation, related correspondence and similar documents.	Three (3) fiscal years after last claimed. Annual renewals may be purged from the record one (1) fiscal year after the fiscal year for which the renewal pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 361.080, NRS 361.085, NRS 361.090, NRS 361.091, NRS 361.044, NRS 250.110 to 250.180, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Appraisal Records **LRDA # 2007082**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents information on the appraisal and assessment of real property. This series may contain but is not limited to taxpayers name, property address, lot number, legal description including acreage, improvements, assessed valuations for land and improvements, factoring worksheets, information on age and condition, copies of building permits, notes, correspondence and related records.	Six (6) fiscal years following a new appraisal.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 361.260, NRS 250.110 to 250.180, NRS 361.044, NRS 11.190 (1)(b), NRS 11.190 (3)(d), NRS 205.4617, NAC 239.165 (1)(2)	None.

Assessors

Assessment Appeals

LRDA # 2007089

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents appeals by taxpayers for reconsideration of the assessed value and or classification of their property. This series may include but is not limited to appeal form, meeting notification, documentation to support value, final decision, and directions for further appeal.	Six (6) fiscal years after final decision.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 361.044, NRS 250.110 to 250.180, NRS 11.190 (1)(b), NRS 11.190(3)(d), NAC 239.165 (1)(2)	None.

Assessment Rolls and/or Tax Lists

LRDA # 2007083

Description	Minimum Retention Period	Disposition	Legal Citations	References
Official record of assessments on all properties in the county. This series may include but is not limited to information on property owner, address, legal description, code area, property class, assessed value, real market value, taxes levied and any changes made since previous tax roll.	Permanent.	At the written request of a taxpayer some information in this record series may be confidential.	NRS 361.044	None.

Business Personal Property Statements

LRDA # 20071321

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the business equipment / assets in the possession of business owners as of July 1. This is usually a sworn statement or declaration documenting all the business equipment / assets in the businesses possession, the total acquisition costs including any shipping and installation charges, any equipment / assets leased or loaned, any personal property improvements and a statement of the physical location of each asset. This series may also include copies of lease agreements, depreciation statements, assessor forms, supporting documents, related correspondence and similar information.	Six (6) fiscal years from the fiscal year to which the statement pertains	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 361.265, NRS 11.190 (1)(b), NRS 11.190 3(a)(d), NRS 250.110 to 250.180, NRS 360.280, NRS 361.044, NRS 205.4617, NAC 239.165 (1)(2)	None

Assessors

Change of Address Form **LRDA # 20071227**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains change of mailing address forms. Information may include but is not limited to name of property or business owner, address change form, parcel number, Tax ID number, effective date, old location and/or mailing address (if applicable), new location and/or mailing address (if applicable), any other required information and the signature of person requesting change.	One (1) calendar year from the end of the calendar year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 250.110 to 250.180, NRS 360.280, NRS 361.044, NRS 205.4617, NAC 239.165 (1)(2)	None.

County Board of Equalization Records **LRDA # 20071681**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the actions of County Boards of Equalization and may contain but is not limited to assessment appeal forms, complainant supporting documentation, Assessor's appraisal forms and supporting documentation, worksheets, copies of various forms, studies, photos, exhibits, hearing records, legal notices, minutes, recordings, related correspondence, findings and final decisions.	If this series is retained permanently by the County Clerk-Retain until final determination of the Board. If not retained by the County Clerk-Retain permanently.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 361.334 to 361.365, NRS 11.190 (1)(a)(b), NRS 11.190 (3)(d)	The County Clerk or designated deputy is the clerk of each panel of the County Board of Equalization. (NRS 361.340 (6))

Court Orders and Affidavits, Confidential Taxpayer **LRDA # 20101792**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of court orders authorizing the assessor's office to block all personal information on property belonging to taxpayers. Series may include court order, affidavit on property, checklists, printouts of information, changes to existing information, release affidavits, removal of confidential information request, related correspondence and similar documents.	Six (6) calendar years after no longer active.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 250.130 to 250.170, NRS 11.190 (1)(a), NRS 205.4617	None.

Assessors

Declarations of Value **LRDA # 20071718**

Description	Minimum Retention Period	Disposition	Legal Citations	References
The Declaration of Value is a form prescribed by the Nevada Tax Commission to provide information with regard to the transfer of real property.	Five (5) calendar years from the date of receipt.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 375.060, NAC 375.180	None

Escrow Confirmation Reports **LRDA # 2007084**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These types of reports are used to document changes of property ownership to Title and/or Mortgage Companies.	One (1) fiscal year from date of report.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 250.110 to 250.180, NRS 360.280, NRS 361.044, NRS 205.4617	This series has also been used to verify sewer use changes.

Maps **LRDA # 2007086**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains maps that show the size, shape and boundary of every land parcel in the County. This series also includes all updates to the maps.	Permanent	This record series may contain confidential or restricted Information.	NRS 361.189, NRS 239C.210	None.

Assessors

Property Tax Abatement Records **LRDA # 20181976**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the partial abatement of property taxes for primary residential or residential rental property. Series may include but is not limited to property tax abatement claim forms, annual claim notices, determination of applicability of partial abatement, appeal forms, related correspondence, and similar records.	Six (6) fiscal years after the abatement is no longer claimed on the property. The abatement claim forms may be purged from the record one (1) fiscal year after receipt of a new claim form.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b), NRS 361.471 to NRS 361.4735, NAC 361.6055 to NAC 361.609, NAC 239.165	NAC 361.6055-A county assessor shall receive claims for primary residential abatements and residential rental abatements and identify each parcel or other taxable unit of property for which such a claim is received, and before delivering the tax roll to the county tax receiver each year, determine whether each parcel or other taxable unit of property designated on the tax roll is eligible for a primary residential abatement, eligible for a residential rental abatement, eligible for a general abatement, or ineligible for any of those partial abatements of property taxes.

Ratio Studies **LRDA # 20071315**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to update appraisal values between reappraisals of property. This series may include but is not limited to sales data cards, sales verifications, sales ratio report and supporting documents. Information on report may include property sales by neighborhood or reappraisal areas, ratio of sales to property values, previous study statistics, individual sales listings and similar data.	Six (6) fiscal years from the date of the study.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (1)(b), NRS 11.190 (3)(d)	Review for historical value.

Assessors

Receipts for Payment of Personal Property Tax **LRDA # 2007088**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are receipts showing bill number, taxpayer's name, amount of tax, date paid, and allocation of monies collected.	Five (5) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 250.110 to 250.180, NRS 360.280, NRS 361.044, NRS 205.4617, NAC 239.165 (1)(2)	None.

Reports to Nevada Department of Taxation **LRDA # 20101793**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents various reports submitted to the Nevada Department of Taxation in accordance with state law and regulation. Reports may include segregation reports, appraisal reports, valuation reports, reappraisal reports, statistical reports, and other reports required by the department.	Six (6) calendar years after reports are submitted to Nevada Department of Taxation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 361.390, NRS 361.044, NAC 361.144 to 361.151, NRS 11.190 (1)(B), NRS 11.190 (3)(D)	None.

Special Assessments **LRDA # 20071519**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents special assessments for ditches, bridges, sewers, sidewalks, streets, ornamental lighting, and similar improvements. This series may include but is not limited to information on taxing districts, property owners, nature of improvements, lot and parcel number, copies of resolution assessing special taxes, assessment rate, payment records and reports, related correspondence, and similar records.	Six (6) fiscal years after payment of assessment.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b), NRS 11.190 (3)(d), NRS 250.110 to 250.180, NRS 360.280, NRS 361.044, NRS 205.4617, NAC 239.165 (1)(2)	Review for historical value.

Assessors

Trip Permits **LRDA # 20181974**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents trip permits to allow the movement of manufactured homes, mobile homes or commercial coaches upon the highways or roads of this state. The trip permit authorizes movement over the highways and roads for not more than five (5) consecutive working days following the date of issuance. Records may include but are not limited to applications and supporting documentation, permit information, proof of payment of fees and applicable taxes, and similar records.	Three (3) fiscal years from the end of the fiscal year in which the permit was issued.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(a)(d), NRS 489.611 to NRS 489.661	NRS 489.631 (2) -The county assessor shall, within 10 days after issuing the trip permit, forward a copy of the application to the Manufactured Housing Division, to the assessor of the county where the manufactured home, mobile home or commercial coach will be located, unless the manufactured home, mobile home or commercial coach is to leave this state, for use by the operator of the vehicle moving the manufactured home, mobile home or commercial coach and the operator shall keep a copy of the application in his or her possession at all times during the movement, and to the owner of the manufactured home, mobile home or commercial coach.

Attorney

Attorney General Opinions **LRDA # 20071388**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents Attorney General opinions and letters of advice. This series may include but is not limited to requests for opinions, informal or formal opinions, letters of advice, copies of legislative bills, copies of statutes and administrative rules, related correspondence and similar documents.	As long as administratively useful.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	Review for historical value.

Calendar of Cases **LRDA # 2007153**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the daily schedule of cases that are to be heard before the court. This series may include but is not limited to defendants' names, plaintiffs' names, case number, date of appearance, and related information.	Thirty (30) days from the date of the schedule.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Case Files Felony: Where Defendant Sentenced to Life or Death Penalty **LRDA # 20071384**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These case files document felony cases wherein the defendant was sentenced to life imprisonment or death. This series may contain but is not limited to case number, defendant information, most recent charging document, declaration in support of a warrant/summons or the arrest report, original District Attorney documents such as notes and requests for prosecution, and other documents that are not likely to be available from local law enforcement or the Clerk of Court. May also contain copies of police reports, presentence reports, complaints, investigation records, offense reports, motions, witness lists, subpoenas, FBI reports, photographs, exhibits, court records, verdict, sentence, and related correspondence.	Retain for Lifetime of Defendant or when Defendant presumed dead at age one hundred (100), whichever is sooner.	This record series may contain confidential and/or sensitive information.	NRS Chapter 252, NRS 178.750, NRS 200.030, NRS 200.366	None

Attorney

Case Files: Appealed Cases **LRDA # 20071391**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents cases on appeal, and may contain but is not limited to notice of appeal, applicable case file, copies of pertinent court case papers, transcript of court case proceedings, attorney's notes, orders of cases on appeal, memos, related correspondence and similar documents.	Three (3) calendar years after all appeals are exhausted.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239B.030, NRS 205.4617, NAC 239.165 (1)(2)	Retain permanently cases determined by the District Attorney to be of historical significance.

Case Files: Domestic Violence -Misdemeanor **LRDA # 20081756**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These case files document misdemeanor domestic violence cases prosecuted by the district attorney's office. The records may contain information pertaining to case number, defendant's name, social security number, date of birth, charge, dates of indictment and arraignment, plea, bond amount, trial date, verdict, and sentence. May also contain copies of police reports, copy of presentence report, complaints, investigation records, offense reports, witness lists, subpoenas, photographs, attorneys' notes, correspondence, and related documents.	Following disposition of the case, retain for a minimum period of thirty (30) days after the appeals time frame has expired and all appeals have been exhausted.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 200.485, NRS 33.018, NRS 11.190 (1)(a), NAC 239.165 (1)(2)	The majority of the information contained in the misdemeanor case file are copies of records originated by police agencies and the court of jurisdiction. In the event that the file must be recreated, the information can be obtained from the police agency and the court.

Case Files: Domestic Violence-Felony **LRDA # 20081758**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These case files document felony domestic violence cases prosecuted by the district attorney's office. The records may contain information pertaining to case number, defendant's name, social security number, date of birth, charge, dates of indictment and arraignment, plea, bond amount, trial date, verdict, and sentence. May also contain copies of police reports, copy of presentence report, complaints, investigation records, offense reports, witness lists, subpoenas, photographs, attorneys' notes, correspondence, and related documents.	Following disposition of the case, retain for a minimum period of seven (7) calendar years after the appeals time frame has expired and all appeals have been exhausted.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 200.485, NRS 33.018, NRS 11.190 (1)(a), NAC 239.165 (1)(2)	None

Attorney

Case Files: Driving Under the Influence (DUI)-Felony **LRDA # 20081757**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These case files document felony driving under the influence cases prosecuted by the attorney's office. The records may contain information pertaining to case number, defendant's name, social security number, date of birth, charge, dates of indictment and arraignment, plea, bond amount, trial date, copy of presentence report, verdict, and sentence. May also contain copies of police reports, complaints, investigation records, offense reports, witness lists, subpoenas, photographs, attorneys' notes, correspondence, and related documents.	Following disposition of the case, retain for a minimum period of seven (7) calendar years after the appeals time frame has expired and all appeals have been exhausted.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 484.3792, NRS 11.190 (1)(a), NAC 239.165 (1)(2)	None.

Case Files: Driving Under the Influence (DUI)-Misdemeanor **LRDA # 20081764**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These case files document driving under the influence cases prosecuted by the attorney's office. The records may contain information pertaining to case number, defendant's name, social security number, date of birth, charge, dates of indictment and arraignment, plea, bond amount, trial date, verdict, and sentence. May also contain copies of police reports, complaints, investigation records, offense reports, witness lists, subpoenas, photographs, attorneys' notes, correspondence, and related documents.	Following disposition of the case, retain for a minimum period of thirty (30) days after the appeals time frame has expired and all appeals have been exhausted.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 484.3792, NRS 11.190 (1)(a), NAC 239.165 (1)(2)	The majority of the information contained in the misdemeanor case file are copies of records originated by police agencies and the court of jurisdiction. In the event that the file must be recreated, the information can be obtained from the police agency and the court.

Attorney

Case Files: Felony

LRDA # **20071383**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These case files document felony cases wherein the defendant was not sentenced to life imprisonment or death. This series may contain but is not limited to case number, defendant information, most recent charging document, declaration in support of a warrant/summons or the arrest report, original District Attorney documents such as notes and requests for prosecution, and other documents that are not likely to be available from local law enforcement or the Clerk of Court. May also contain but is not limited to copies of police reports, presentence reports, complaints, investigation records, offense reports, motions, witness lists, subpoenas, FBI reports, photographs, exhibits, court records, verdict, sentence, and related correspondence.	Following disposition of the case, retain for a minimum period of seven (7) calendar years after the appeals time frame has expired and all appeals have been exhausted.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(a), NAC 239.165 (1)(2)	Retain permanently cases determined by the District Attorney to be of historical significance.

Case Files: Gross Misdemeanor

LRDA # **20071498**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These case files document gross misdemeanor cases filed and prosecuted by the District Attorney's office. This series may contain but is not limited to case number, defendant's name, social security number, date of birth, charge, indictment and arraignment dates, plea, bond amount, trial date, verdict, and sentence. May also contain copies of police reports, complaints, investigation records, DUI documents, citations, offense reports, copy of presentence report motions, witness lists, subpoenas, FBI reports, photographs, exhibits, attorneys' notes, correspondence, and related documents.	Six (6) calendar years after the disposition of the case.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(a), NAC 239.165 (1)(2)	None

Attorney

Case Files: Juvenile

LRDA # **20071401**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents juvenile cases in which the City / District Attorney (or other legal counsel) is a party and may include but is not limited to incident reports, copies of law enforcement reports, copies of investigation reports, citations, complaints, referrals, psychological evaluations, juvenile counselor case summaries and recommendations, juvenile social histories, attorney case notes, opinions, court petitions, orders, motions, affidavits, answers, agreements, stipulations, confessions, witness statements, criminal records of the accused, copies of court documents, dispositions, verdicts, correspondence, and other supporting documents relative to the case.	Six (6) calendar years after the juvenile reaches the age of majority.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 62E.620 (8), NRS 62H.010, NRS 62H.220 (3), NRS 11.190 (1)(a), NAC 62H.520, NAC 239.165 (1)(2)	None

Case Files: Misdemeanor

LRDA # **20071387**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These case files document misdemeanor cases prosecuted by the attorney's office. This series may contain but is not limited to case number, defendant's name, social security number, date of birth, charge, dates of indictment and arraignment, plea, bond amount, trial date, verdict, and sentence. May also contain copies of police reports, complaints,copy of presentence report, investigation records, offense reports, witness lists, subpoenas, photographs, attorneys' notes, correspondence, and related documents.	Following disposition of the case, retain for a minimum period of thirty (30) days after the appeals time frame has expired and all appeals have been exhausted.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 484.3792, NRS 11.90 (3)(d), NAC 239.165 (1)(2)	The majority of the information contained in the misdemeanor case file are copies of records originated by police agencies and the court of jurisdiction. In the event that the file must be recreated, the information can be obtained from the police agency and the court.

Attorney

Child Support Case Files **LRDA # 20071393**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer enforcement actions taken by the District Attorney's office in child support services as required by federal and state statute. This record series may contain but is not limited to application for child support enforcement services, background interviews, copies of legal documents (court orders, service of process, stipulations, determinations, etc.), locator records, determination of paternity documents, wage, earnings and withholding statements, documents from financial institutions, documents from other states, support payment and related accounting records, copies of computer reports, related correspondence and similar documents.	Three (3) calendar years after the final closure of case.	Records in this record series have been declared confidential by 42 USC s.654 (26), NRS 125B.055, NRS 125B.170, NRS 422.290, NRS 425.3855, NRS 425.400 and NRS 425.405 and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 651, 42 USC section 654 (26), NRS 125B.055, NRS 125B.170, NRS 422.290, NRS 425.3855, NRS 425.400 NRS 425.405, NRS 11.190 (3)(d), Division of Welfare and SupportiveServices-Support Enforcement Manual, NAC 239.165 (1)(2)	These case files provide documentation for processing and collecting child support, and provide assurance funds due the state are identified and collected.

Child Support Compliance Statements from Licensing Agencies **LRDA # 2007154**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of statements from licensing agencies (governmental entities which issue business licenses, boards or commissions which issue occupational or professional licenses, certificates or permits etc.) submitted to the Department of Health and Human Services, Division of Welfare and Supportive Services in accordance with NRS 425.395.	Three (3) calendar years from the date of statement.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239B.030, NRS 425.395, NRS 125B.055, NAC 239.165 (1)(2)	None

Child Support Payment Reports **LRDA # 20071395**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the collection of child support payments and may contain but is not limited to child support withholding information, collection and disbursement reports, monthly payment reports, accounts receivable reports, reimbursement reports, collections reports, process reports, related correspondence and similar documents.	Three (3) calendar years after submission of report to the Division of Welfare and Supportive Services.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 302.15, 45 CFR Part 74, 45 CFR 75.361, NRS 125B.160 to 125B.170, NRS 11.190 3(d), NRS 422.290, Division of Welfare and SupportiveServices-Support Enforcement Manual, NAC 239.165 (1)(2)	The central office of Support Enforcement, Division of Welfare and Supportive Services is the office of record for this series.

Attorney

Child Support Reports **LRDA # 20071397**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of periodic or requested reports prepared for or provided to support enforcement, program area offices, and District Attorney's offices from the Department of Health and Human Services - Welfare and Support Services Division.	As long as administratively useful to the District Attorneys office.	Portions of this record series which contain recipient names are confidential per NRS 422.290, and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 422.2749, Division of Welfare and SupportiveServices-Support Enforcement Manual, NAC 239.165 (1)(2)	None

Child Support Statistical Reports **LRDA # 20071394**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains statistical reports printed either on a regular basis or upon request and are used to administer and monitor Child Support Enforcement Programs. These types of statistical reports may include but are not limited to case characteristics, hearing statistics, five quarter reports, program expenditure reports, program effectiveness reports, office effectiveness reports, reports documenting annual effectiveness, statistical reports documenting annual collections and cost effectiveness, financial monitoring reports, program monitoring reports, activity reports [identifies worker statistics by activity, such as number of cases initiated, case contacts, etc.], paternity establishment reports, locate activity reports, and similar reports.	Three (3) fiscal years from the end of the fiscal year to which they pertain, or from the date report is submitted to Welfare and Support Services Division of the Department of Health and Human Services (if applicable). This record series should be reviewed for historical value before disposal.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 302.15, 45 CFR 74.53, NRS 11.190 (3)(d), Division of Welfare and SupportiveServices-Support Enforcement Manual, NAC 239.165 (1)(2)	Records in this series hold significant historical value as they contain evidential value of the functions and activities of child support enforcement programs.

Child Welfare: Appellate Case Files **LRDA # 20181996**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of child welfare cases on appeal. Records may include but are not limited to notice of appeal, applicable case file, pleadings, transcripts, attorney work product, orders, memos, related correspondence, and similar documents.	Three (3) calendar years from the disposition of the case.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432B.380, NRS 432B.340, NRS 432B.406, NRS 200.508, NRS 432B.510, NRS 432B.515, NRS 62H.025, NAC 239.165.	None.

Attorney

Child Welfare: Case Files **LRDA # 20181993**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents child welfare cases other than sexual abuse, child fatality cases, or termination of parental rights. Records may include but are not limited to investigative reports, law enforcement reports, petition (charging document), referrals, psychological or psychiatric evaluations, clinical reports, medical reports, attorney case notes, opinions, motions, oppositions, affidavits, stipulations, records obtained from other jurisdictions, photographs, related correspondence, and similar documents.	Six (6) calendar years from the disposition of the case.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432B.380, NRS 432B.340, NRS 432B.510, NRS 432B.515, NRS 62H.025, NAC 239.165	None

Child Welfare: Sexual Abuse and Child Fatality Case Files **LRDA # 20181994**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of sexual abuse and child fatality case files. Records may include but are not limited to investigative reports, law enforcement reports, petition (charging document), referrals, psychological or psychiatric evaluations, clinical reports, medical reports, attorney case notes, opinions, motions, oppositions, affidavits, stipulations, records obtained from other jurisdictions, photographs, related correspondence, and similar documents	Fifty (50) calendar years from the disposition of the case.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432B.380, NRS 432B.340, NRS 432B.406, NRS 200.508, NRS 432B.510, NRS 432B.515, NRS 62H.025, NAC 239.165	None

Child Welfare: Termination of Parental Rights (TPR) Case Files **LRDA # 20181995**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of records related to the termination of parental rights and may include but is not limited to petitions, notices, hearing records, orders, and similar documents.	Retain until after case is adjudicated.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 128, NAC 239.165	None

Attorney

Civil Cases **LRDA # 2007155**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents pending and closed civil cases filed by, and against, local governments. This series may contain but is not limited to complaints, summons, investigations, reports, attorney's notes, photographs, orders and judgments, dispositions, pleadings, medical reports, copy of presentence report, copies of planning documents; engineering documents; and financial records, related correspondence and similar records.	Six (6) calendar years after disposition of the case.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(a), NAC 239.165 (1)(2)	None

Civil Forfeiture and Asset Seizure Files **LRDA # 20071400**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents cases involving seizure of assets for civil forfeiture. This series may contain but is not limited to police reports, attorney notes, legal pleadings and notices, descriptions and pictures of property and/or cash, copies of court documents, correspondence, and related documents.	Six (6) calendar years after disposition of the case.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(a), NRS 239B.030, NRS 205.4617, NAC 239.165 (1)(2)	None

Complaints **LRDA # 2007158**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents legal complaints and usually consist of written statements of the essential facts constituting the public offense charged and supporting documentation.	Retain felony complaints for four (4) calendar years from the date of filing. Retain gross misdemeanor or misdemeanor complaints for two (2) calendar years from the date of filing.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190, NRS 171.085, NRS 171.090, NRS 171.102, NRS 252.110, NRS 266.470, NAC 239.165 (1)(2)	None

Attorney

Denied Prosecution Files **LRDA # 20071389**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents correspondence between the attorney's office and an outside investigative agency (usually police departments) concerning the inability to prosecute cases based on a lack of evidence. These documents are usually generated in response to police investigations and consist mainly of correspondence and case descriptions.	As long as administratively useful to the attorneys office.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 205.4617, NAC 239.165 (1)(2)	None

Dispositions of Cases **LRDA # 2007161**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the result of cases prosecuted or defended by the District Attorney/ City Attorney's office.	Thirty (30) days from the date of the disposition.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 252.110, NRS 266.470	None

Fraudulent Check Diversion Program Files **LRDA # 20081754**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents contracts or agreements between the District Attorneys office and defendants wanting to pay back bad checks. This series may contain but is not limited to program contract notes, copy of restitution, receipts, admission statement, correspondence and related documents.	Two (2) fiscal years after the no-issue memo has been generated.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 205.130 to 205.134, NRS 239B.030, NRS 205.4617, NAC 239.165 (1)(2)	None

Fugitives from Justice Case Files (Other Jurisdictions) **LRDA # 20081753**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains information on subjects who have outstanding warrants in jurisdictions outside of Nevada. Case file may include but is not limited to copies of police reports, copy of warrant, photographs, identification hearing record, copy of extradition request, correspondence and related documents.	Thirty (30) days after the disposition of the case.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None.

Grand Jury Reports **LRDA # 20071402**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents Grand Jury reports or transcripts received by the District Attorney's office. This series may contain but is not limited to transcripts of the Grand Jury proceedings (which may include information gathered from affidavits, investigations, witness statements, evidence viewed), presentment or indictment information (documenting the charge or charges, case number, defendant personal information), and the action taken.	Six (6) calendar years after report is received by the District Attorney's office.	Portions of this record series may be confidential or restricted (NRS 172.245) and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 172.005 to NRS 172.305, NRS 6.110 to NRS 6.145, NRS 11.190 (1)(a), NAC 239.165 (1)(2)	This series may also include information gathered while inspecting the condition and management of public prisons (located within the county) such as tour date, facility name, and any findings of the grand jury.

Improper Governmental Action Case Files **LRDA # 20181998**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of records related to investigations conducted pursuant to NRS 289.110.	For investigations which lead to the filing of criminal charges: Move to the applicable criminal case file. For investigations which do not lead to the filing of criminal charges: Retain for one (1) calendar year after the completion of the investigation.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 289.110, NAC 239.165	NRS 289.110 (6) “Improper Governmental Action” means any action taken by an officer or employee of a law enforcement agency, while in the performance of the officer’s or employee’s official duties which is in violation of any state law or regulation.

Attorney

Opinions

LRDA # **2007163**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Formal opinions rendered by the attorney's office for various departments or the governing body. Documents the rationale for policy and maintains consistency in related issues. Information usually includes date, department requesting opinion, and the text of the opinion.	Permanent.	None	NRS 252.110, NRS 266.470	None

Pre-Prosecution Diversion Program Files

LRDA # **20071399**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents contracts or agreements between the District Attorneys office and defendants wanting to settle cases out of court. This series may contain but is not limited to program contract, counseling notes, letter of successful termination, rejection letter, copy of restitution, receipts, admission statement, therapeutic notes, psychological assessments, correspondence, and related documents.	Six (6) calendar years after the disposition of case.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b), NRS 239B.030, NRS 205.4617, NAC 239.165 (1)(2)	None

Receipts for Criminal Reports

LRDA # **2007165**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the payment and cost of purchasing copies of criminal reports.	Until annual audit is completed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624	None

Record Sealing Petition Case Files

LRDA # **20181997**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of petitions by individuals seeking to have their records sealed. Records may include but are not limited to petitions, oppositions, criminal history records, orders, processing paperwork, and related correspondence.	Upon receipt of Order to Seal Records or one (1) calendar year from last court date related to petition.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 179.245 to 179.301, NRS 176A.265, NRS 453.3365, NAC 239.165	None.

Attorney

Requests for Opinions **LRDA # 2007167**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests for legal opinions from agency legal counsel, city or district attorney, or other legal authorities.	Two (2) calendar years from the answer of the request.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Victim Assistance Case Files **LRDA # 20071403**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of documentation of the assistance efforts provided to crime victims by governmental agencies. This series may include but is not limited to duplicates of police reports and court documents as well as attorneys notes, interview notes, correspondence, and victim assistance referrals. In addition to these records the file may contain but is not limited to victims personal information, hearing notices, victim's impact statement, restitution statements, copies of medical reports, crime compensation application, restitution payment records, written notification requests, copies of protection orders, records documenting state action, and additional supporting documentation.	Three (3) calendar years after the final disposition of the case.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 178.5698, NRS 176.015, NRS 217.480, NRS 176A.120, NRS 176A.430, NRS 200.591, NRS 449.244, NRS 213.040, NRS 62D.440, NRS 11.190 3(d), NAC 239.165 (1)(2)	None

Witness Compelling Case Files **LRDA # 20181999**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of compelling petition files created in the process of compelling witnesses found in Nevada who are required to testify in criminal proceedings in other jurisdictions. Records may include but are not limited to identifying and location information on witnesses, petitions, orders, related correspondence, and court documents from other jurisdictions.	One (1) calendar year from the date of the order compelling witness to testify in other jurisdiction, or from the denial of the compelling order.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 1.466, NRS 34.470, NRS 50.165 to NRS 50.205, NAC 239.165	None.

Attorney

Writs

LRDA # **2007169**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents writs issued from a court or other legally authorized agency or individual. This series may contain but is not limited to writs, notices, orders, and similar documents, proof of service, proof of publication, proof of execution, date received, date served, by whom served, how served, date returned, title and number of case, recipient information, correspondence, and related documents.	Three (3) calendar years after writ is no longer in effect.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 252.110, NRS 266.470, NRS 11.190 (3)(d)	None

Auditor

Accounts Payable **LRDA # 2007090**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of records documenting local government expenditures. Series may include but is not limited to computer reports, invoices, statements, vouchers, purchase orders, payment authorizations, receipts, canceled checks or warrants, and similar records.	Five (5) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.290, NAC 239.165 (1)(2)	None.

Accounts Receivable (Revenue) **LRDA # 2007091**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents revenues collected or owed by vendors, citizens, organizations, governments, and others to be credited to accounts. Also documents billing and collection of moneys. Series may include but is not limited to copies of reports, receipts, invoices, awards, logs, lists, summaries, adjustments, statements, and similar records.	Five (5) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.290, NAC 239.165 (1)(2)	None.

Annual Audits **LRDA # 2007092**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents annual audits of the financial position of the local government conducted by auditors in accordance with statutory requirements described in NRS 354.624. Subjects usually include accounting principles and methods, the accuracy and legality of transactions, accounts, etc., and compliance with requirements, orders, and regulations of other public bodies pertaining to the financial condition or operation of the local government. Information includes accountant's summary, combined financial statements, schedules, balance sheet details, comments, recommendations, and related data.	Three (3) fiscal years from the fiscal year to which the record pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624	None

Auditor

Annual Statement to State Controller **LRDA # 20071654**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consist of an annual statement submitted to the State Controller showing the indebtedness of the county, the amount of cash in the county treasury, a careful estimate of the value of all property owned by the county, the aggregate value of the real and personal property in the county, (as shown by the last assessment roll) stating each separately, the rate of taxation in such year in the county and the number of registered voters, and the amount of taxes assessed, stating the portion, if any, which was delinquent.	Five (5) fiscal years from the date statement is submitted to the State Controller.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Auditors Policy and Procedures Manual **LRDA # 20071299**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These types of manuals document the policies, procedures, rules, and regulations governing the auditing process and may contain policy statements, auditing standards and controls, state, federal, and local guidelines, laws and regulations, and similar documents.	Six (6) calendar years after superseded.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 1(b)	Review for historical value.

Fee books **LRDA # 2007095**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Record of all fees collected, showing amount, from whom collected, for what purpose collected and date of collection.	Five (5) fiscal years from last entry.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 251.030	None

Auditor

Monthly Statement to Governing Body **LRDA # 2007096**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the amount of outstanding warrants against and the available balance in each county, state and special fund, together with an analysis of revenues and expenditures for the previous quarter by account and fund.	Five (5) fiscal years from the fiscal year to which the record pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.290	None

Tax Deeds **LRDA # 2007097**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the conveyance of property to purchasers of real property sold for delinquent taxes. This series may include but is not limited to information on the total amount of all the delinquent taxes, penalties, interest and administrative costs which were paid for the execution and delivery of the deed, the year for which the property was assessed and sold to the county at preliminary sale, a full description of the property and the name of grantee, correspondence, and similar documents.	Five (5) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.290, NAC 239.165 (1)(2)	None.

Treasurer's Receipts (duplicates) **LRDA # 2007098**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This is documentation received from the County Treasurer on the source and amount of all receipts, apportionments to, payments from, and balances in all funds established under NRS 354.604.	Five (5) fiscal years from the end of the fiscal year to which the record pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.290, NRS 354.604	None

Addresses in Subdivisions **LRDA # 2007171**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents home and building addresses in subdivided land.	Until superseded.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Affidavits of Non-Use **LRDA # 2007172**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of sworn statements that property is not currently in use.	Until property in use.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Applications for Temporary Placement of Trailer **LRDA # 2007179**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the application process for temporary placement of trailers, may include but is not limited to application, fee schedule, receipts, related correspondence and similar documents.	One (1) calendar year from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Building and Safety

Building Master Record **LRDA # 20071587**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains the official copy of the issued building permit, the certificate of occupancy, and all permit related information including but not limited to name of contractor, location of work, contractor licensing information and scope of work performed. May also contain permit site plans, subcontractor information, owner builder exemption statement, related correspondence and similar documents.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.090, NRS 239C.210	None.

Building Trades Occupational Licensing Records **LRDA # 20071411**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series may contain, but is not limited to, applications for master license or licenses, examinations, references, continuing education information, child support compliance statements, copies of licenses or permits or record of their issuance, copies of licensing documents from other regulatory or licensing boards and/or commissions, and similar records relating to the issuance of occupational (master) licenses to construction contractors and other members of the building trades, including electricians, plumbers, carpenters, welders, etc.	Three (3) calendar years from the expiration, cancellation, revocation, or denial of the license.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405 (c)(2)(C)(viii) [SSN], NRS 425.395, NRS 624.240, NRS 624.268, NRS 11.190 3(d), NAC 239.165 (1)(2)	None.

Buildings, Record of Street Addresses **LRDA # 2007184**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the street address of buildings within the local government's emergency service area.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.210	None.

Cancelled Plans **LRDA # 20121871**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains drawings, maps, plans, blueprints, and supporting documents submitted for permit review which are subsequently cancelled due to various reasons.	One (1) calendar year from the date of cancellation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	None	None.

Code Interpretations **LRDA # 20071576**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains records detailing interpretations of Building and Fire Safety Codes approved by the Building Official. May include back-up material clarifying interpretation.	Permanent.	None	NRS 278.0115	None

Code Violation Records **LRDA # 2007186**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents property maintenance code violations and may include but is not limited to photographs, on-site inspection notes, copies of ordinances, violation notices, orders to appear, correction notices, proof of correction, correspondence and related documents.	For violations retain three (3) calendar years after correction of violation. For alleged, but unfounded violations retain one (1) calendar year after determination that zoning ordinances have not been violated.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Customer Tickets (Call Before You Dig) **LRDA # 20101794**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of tickets, faxes, and similar documents showing underground equipment/utilities.	Six (6) calendar years from date of the ticket.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 455.110 to 455.115	None

Daily Logs of Inspections, Code Enforcement **LRDA # 20071557**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains logs kept by Code Enforcement Officers detailing various inspections of potential property maintenance code violations.	One (1) calendar year after the calendar year in which log is generated.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Demolition Records **LRDA # 20071588**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains records relating to the demolition and clearance of buildings deemed unfit for occupancy and condemned, and may include but is not limited to demolition orders, inspection reports, notices to property owners, correspondence, and any related court documents.	Three (3) calendar years after the date of demolition.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Dust Control Permits **LRDA # 20071593**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the issuance of dust control permits for construction activities including surface grading and trenching.	Three (3) calendar years after the expiration of the permit, or for the period required by local ordinance, whichever is longer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None

Fire and Life Safety Files **LRDA # 2007190**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains records which document all the necessary code requirements and operational restrictions placed upon a building or structure.	Permanent.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Inspection Records **LRDA # 20071412**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents on-site building or residential inspections and is used to determine the compliance of building construction, electrical, plumbing, mechanical and other systems with adopted building codes, and all other building standards adopted by the local government. This series may contain but is not limited to inspection requests, information on owner, location of property, location of structure, type of construction, copy of applicable codes, statement of restrictions, daily inspection logs, inspector's notes and remarks, code violation reports, correction reports, inspector's signature, correspondence and related documents. This series includes periodic, special, and final inspections.	Six (6) calendar years after the completion of the improvement or project.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 278.570 to NRS 278.589, NRS 278.0233 to NRS 278.0237, NRS 11.190 (1)(b), NRS 11.202, NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Inspection Reports, Fire Damage **LRDA # 2007192**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains inspection reports of buildings/structures which have been damaged by fire and may contain but is not limited to inspection report, owner/occupier information, related correspondence, and similar documents.	Six (6) calendar years from the date of inspection.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.202	None

Inspections of Mobile Home Parks **LRDA # 2007194**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains inspection reports of mobile home parks and may contain but is not limited to inspection report, owner/occupier information, related correspondence, and similar documents.	Two (2) calendar years from date of inspection.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Inspector's Daily Logs

LRDA # **20071555**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series usually consists of detailed logs kept by inspectors of information relating to daily building code inspections.	One (1) calendar year after the calendar year in which log is generated	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Moved Buildings

LRDA # **2007197**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains documents related to buildings which have been moved.	Two (2) calendar years from the end of the calendar year to which the records pertain.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Performance Bonds

LRDA # **2007198**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains information on performance bonds posted by individuals/entities which protect local governments from financial loss should a contractor fail to perform a contract in accordance with its terms and conditions.	One (1) calendar year after the contract is completed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 339.015 to 339.065	None

Permits - Application File **LRDA # 20071570**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of records required for building permit applications including but not limited to permission letters, change of ownership or contractor letters, HOA approval letters, permit checklists, copies of ownership documents, fee refunding records and copies of permits issued by other entities.	One (1) calendar year from the end of the calendar year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	None	None.

Permits - Cancelled Permits **LRDA # 20071571**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents building permit applications or permits which have been cancelled due to various reasons.	One (1) calendar year after cancellation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	None	None.

Permits - Design and Construction File, Commercial or Public Structures **LRDA # 20071572**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series includes structural files for any building not classified as “Group R” in the International Building Code, and any structure on or related to the subject property. The structural file consists of tests and calculations directly related to the structural integrity or technical components of the structure. This series may contain but is not limited to Code Modification Requests, Field Density Testing Reports, Field Submitted Structural Tests and Structural Info from Inspection, Final Grading Reports, Finished Floor Elevation Certificates, Geotechnical Reports, Correspondence from Geotechnical Engineer, Pad Certification Reports, Post Tension Stressing Certificate, Special Inspection (QAA) Reports, Structural Calculations, Structural Checklist, Truss Calculations, related correspondence, and similar documents.	Final Inspection Approved- Retain for life of structure. If Disaster Occurs -Retain six (6) calendar years after the calendar year in which a disaster involving the structure occurs. If Permit Expires-Retain three (3) calendar years after the calendar year in which the permit for the plans expires.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	This series also includes plans for all properties classified as mixed-use, all hotels and motels, and all high-rise buildings

Permits - Design and Construction File, Residential Structures **LRDA # 20071573**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series includes structural files for any building classified as “Group R” in the International Building Code (not including hotels, motels, and any high-rise structure), and any structure on or related to the subject property. The structural file consists of tests and calculations directly related to the structural integrity or technical components of the structure. This series may contain but is not limited to Code Modification Requests, Field Density Testing Reports, Field Submitted Structural Tests and Structural Info from Inspection, Final Grading Reports, Finished Floor Elevation Certificates, Geotechnical Reports, Correspondence from Geotechnical Engineer, Pad Certification Reports, Post Tension Stressing Certificate, Special Inspection (QAA) Reports, Structural Calculations, Structural Checklist, Truss Calculations, related correspondence, and similar documents.	Final Inspection Approved - Retain six (6) calendar years after the final inspection is approved. If Permit Expires - Retain three (3) calendar years after the calendar year in which the permit for the plans expires. If structure destroyed prior to final inspection approval - Life of structure.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.202, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Plans for Commercial and Public Structures **LRDA # 2007205**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series usually contains maps, plans, blueprints, specifications and similar documents submitted with applications for building and construction permits. This series includes plans for any structure not classified as “Group R” in the International Building Code, and any structure on or related to the subject property.	Life of the building or six (6) calendar years after a disaster involving the building.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NRS 11.190 (1)(b), NAC 239.165 (1)(2)	None.

Plans for Residential Structures **LRDA # 2007206**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series usually contains maps, plans, blueprints, specifications and similar documents submitted with applications for building and construction permits. This series includes plans for any building classified as “Group R” in the International Building Code (not including hotels, motels, and any high-rise structure), and any structure on or related to the subject property.	Six (6) calendar years after final inspection approval.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.202, NAC 239.165 (1)(2)	None.

Plans: Checkers, Records of Persons Reviewing Plans and Blueprints **LRDA # 2007203**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the plan review process and may contain but is not limited to copies of maps, plans, blueprints, specifications, application for permit, internal forms, related correspondence, and similar documents.	Three (3) calendar years from the end of the calendar year to which the records pertain.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Plot Plans **LRDA # 2007207**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of scale drawings of property that shows the size and configuration of the property and the size and location of manmade features which currently exist on the property. This series is usually used when seeking permits to make physical changes to the property.	Twenty-five (25) calendar years after the calendar year in which the Certificate of Occupancy is issued or the final inspection is made.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Residential Pool and Spa Files **LRDA # 20121870**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to review plans for construction or remolding (improvement) of residential pools, spas and similar swimming/bathing related structures. This series may include but is not limited to applications, forms, plans, drawings, manufacturers specification information, technical documents, inspection records, testing results, letters of approval or denial of permit, related correspondence, and similar documents.	Three (3) calendar years from the end of the calendar year in which the permit was approved or denied and not renewed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190(3)(d), NRS 11.190 (4)(e)	None

Sewer Taps **LRDA # 2007216**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the application for and issuance of sewer tap permits and connections between specific properties and the municipal utility system.	Twenty-five (25) calendar years from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Temporary Power Service Records **LRDA # 2007174**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents requests for temporary power and may include but is not limited to application for service, fee schedule, receipts, related correspondence and similar documents.	One (1) calendar year from termination of service.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Temporary Power, Requests **LRDA # 2007219**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests for temporary power usually for construction, special event and similar activities.	One (1) calendar year from the end of the calendar year to which the records pertain	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Business Licenses and Permits

Business License Appeal Hearing Records

LRDA # 20101796

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents appeals by license holders or applicants for adverse decisions. This series may include hearing record, copies of investigative records, supporting documentation, related correspondence and similar documents.	Three (3) calendar years from the final resolution of the appeal.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 205.4617, NRS 244.335 (8), NRS 268.095 (8), County Code, City Code, NAC 239.165	None.

Business License Applications-Rejected/Denied

LRDA # 20101795

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains applications for business licenses which were rejected/denied. Series may contain but is not limited to applicant's personal and financial history, background investigations, various forms, copy of rejection letter, notifications, requests for information, releases, related correspondence, and similar documents.	One (1) calendar year from the date of the final decision.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 205.4617, NAC 239.165 (1)(2), NRS 244.335 (8), NRS 268.095 (8), County Code, City Code	None.

Business License Audit Reports

LRDA # 20141890

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents financial and compliance audits performed by Business Licensing Departments. Records may include but are not limited to the business licensee’s financial statements, income statements, general ledger reports, charts of accounts, sales journals, register summaries, sales invoices, z-tapes, federal income tax returns, state sales and use tax returns, copies of bank statements, copies of policies & procedures, compliance reports, comparison reports, audit workpapers, recommendations, audit findings, and related documents.	Three (3) fiscal years from the end of the fiscal year to which they pertain, or for the period required by Municipal or County Code, whichever is longer.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Municipal and County Codes, NRS 268.095, NRS 244.33507, NRS 244.335 (8), NRS 11.190 (3)(d), NAC 239.165	None.

Business Licenses and Permits

Business Licenses – Renewals **LRDA # 20181984**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents business licenses renewed and may contain but is not limited to completed renewal application, copies of superseded licenses and renewal applications, license fee documentation, proof of payment, related correspondence, and similar documents.	One (1) calendar year from the end of the calendar year in which the license was renewed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 268.095 (8), NRS 244.335 (8), NRS 266.355, NRS 269.170, NAC 239.165	None.

Business Licenses- Applications **LRDA # 2007221**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents business licenses issued and may contain but is not limited to application packet, business license/registration forms, list of requirements, copies of completed forms from licensee, license fee information, proof of payment, related correspondence, and similar documents.	One (1) calendar year after the cessation of business.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2), NRS 268.095 (8), NRS 244.335 (8)	None.

Financial Investigations **LRDA # 20141891**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents financial investigations of businesses seeking licensing. This series may contain but is not limited to business financial questionnaires, investigation program information, investigation findings and reports, financial statements, accountant spreadsheets, loan documents, bank statements and similar documents which support sources of business funding, related correspondence and similar documents.	Retain the business financial questionnaire, investigation program information, and the investigation report for a minimum period of One (1) calendar year after the cessation of business. Other records in this series may be purged at the completion of the investigation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Municipal or County Code, NRS 244.33507, NRS 268.095 (8), NRS 244.335 (8), NAC 239.165	None.

Investigations **LRDA # 2007224**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents background investigations usually performed as part of the licensing process. This series may contain but is not limited to release forms, reports from the State of Nevada Criminal History Repository, reports from FBI records, authorizations, related correspondence and similar documentation.	Three (3) calendar years from the end of the calendar year to which they pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 268.095 (8), NRS 244.335 (8), NAC 239.165 (1)(2)	None.

Liquor and Gaming Licenses **LRDA # 2007229**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents liquor and gaming licenses issued and renewed and may contain but is not limited to application packet, business license forms, copies of state forms, list of requirements, license fee information, proof of payment, related correspondence, and similar documents.	One (1) calendar year after license is renewed, terminated or expires.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239B.030, NAC 239.165 (1)(2)	None.

Lists of and Requests for Changes of Information **LRDA # 2007232**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents lists of and requests for changes of information, such as business location changes, business name changes, officer changes, mailing address changes, and similar changes.	One (1) calendar year from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Business Licenses and Permits

Master List of Businesses Licensed **LRDA # 2007226**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are computer listings of all licensed businesses operating within the city/county.	Until superseded.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Notices to Renew License **LRDA # 2007233**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are notices sent to businesses to renew business licenses. This record series may also include computer generated reports or lists which document the notification process.	One (1) fiscal year from the end of the fiscal year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Out of Business Files **LRDA # 2007227**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of the licensing files for businesses that have gone out of business or are no longer doing business in Nevada. This series may contain but is not limited to out of business reports, copies of business license applications, copies of renewal forms, license fee information, audit reports, amendments to licenses (if any), related correspondence and similar documents.	Retain the out of business files of businesses of historical significance to the local government or community permanently. Retain the out of business files of non-historical businesses for one (1) calendar year after the cessation of business.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Receipts for Collection of Taxes on Lodging, Liquor and Gaming **LRDA # 2007234**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the collection of taxes on lodging, liquor and gaming and may contain but is not limited to copies of bills, receipts, accounting reports, related correspondence and similar documents.	Until annual audit is completed	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624	None

Records of Gross Receipts Reported by Gaming Establishments **LRDA # 2007235**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is used to document gaming revenue for licensing fees and/or taxing purposes.	Ten (10) fiscal years from the end of the fiscal year to which the records pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 463.390 -463.395	None

Reports of Hotels, Motels and Campgrounds **LRDA # 2007238**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is used to document hotel, motel and campground revenue for licensing fees and/or taxing purposes.	Six (6) fiscal years from the end of the fiscal year to which the records pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Business Licenses and Permits

Temporary Licenses or Permits **LRDA # 2007231**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents licenses or permits for temporary events such as firewood sales, pumpkin sales, Christmas tree sales, concerts, outdoor festivals, carnivals, arts and crafts shows and similar temporary events.	Three (3) calendar years from the expiration of the license or permit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239B.030, NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 239.165 (1)(2)	None.

Waivers **LRDA # 2007239**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the waiving of licensing or permit fees and the reason for the waiver.	Six (6) fiscal years from the end of the fiscal year to which the records pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (1)(b), NRS 11.190 (3)(d)	None

Applications to Solicit Money **LRDA # 2007258**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents applications for permits to solicit money and may contain but is not limited to application, personal or business information, supporting documents, and related correspondence.	Four (4) fiscal years from expiration of the permit.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (2)(c), NAC 239.165 (1)(2)	None.

Bonds (Construction) **LRDA # 2007265**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents performance and payment bonds required by contracting bodies for public works or public improvement projects.	One (1) calendar year after the contract is completed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 339.015 to 339.065	NRS 339.055: Actions on payment bonds: Venue; limitation of actions. Every action on a payment bond as provided in NRS 339.035 shall be brought in the appropriate court of the political subdivision where the contract for which the bond was given was to be performed. No such action may be commenced after the expiration of 1 year from the date on which the claimant performed the last of the labor or furnished the last of the materials for the payment of which such action is brought.

Claims Against a City **LRDA # 2007268**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents various types of insurance claims filed against local government. Claims include personal injury, property damage, motor vehicle accident, and others. Series may include but is not limited to insurance claim forms, copy of hospital, physician, ambulance and medication bills, death and birth certificates, reports, photographs, summaries, reviews, notices, audio and videotapes, transcriptions of recorded statements, memoranda, correspondence, and related documents used in processing the claim.	Three (3) fiscal years after resolution.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Filings of all items required by law to be filed with the City Clerk **LRDA # 2007271**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of records filed with the city clerk and may contain but is not limited to Annexation files; Assessment rolls; Bonds and oaths of city officials; Certificates of title; City official's reports; Deeds to property owned by the city; Final plans for capital improvements; Land use maps; Meeting minutes and agendas; Membership lists of boards or commissions; Ordinances; Proclamations; Public hearing notices and records; Resolutions; and any other record required or permitted by law to be filed with the city clerk.	Permanent, unless otherwise stated in this schedule.	Some records in this record series may contain confidential and/or sensitive Information.	NRS 266.425, NRS 266.480, NRS 241.035, NRS 270.040, NRS 268.490, NRS 239B.030, NRS 205.4617	None.

Financial Disclosure List **LRDA # 2007275**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of a list of each public officer who is required to file a statement of financial disclosure. On or before December 1 of each year, this list is submitted electronically by the City Clerk to the Commission on Ethics and to the Secretary of State.	One (1) calendar year from the submission of the list.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 281.574 to 281.575, NRS 281.573	The Financial Disclosure Statements themselves are retained by the Secretary of State.

Financial Statements of Solicitors of Money **LRDA # 2007276**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of financial statements of solicitors of money.	Four (4) fiscal years from date of statement	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (2)(c), NAC 239.165 (1)(2)	None.

Franchise Agreements **LRDA # 2007277**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents franchises granted by the city to public utilities, communications, transportation or other individuals or entities. This series may include, but is not limited to, applications, record of negotiations, franchise bonds, consumer surveys, reports and related correspondence.	Six (6) fiscal year after termination of franchise agreement.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.90 (1)(b)	Review for historical value.

Leases **LRDA # 2007278**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains copies of leases for property or equipment leased by the city. Series usually shows the name and addresses of lesser and lessee, description of property or equipment, rent or lease cost, purpose for which property may be used, conditions or terms, renewal documents, memorandums, supporting documentation, related correspondence, and similar documents.	Six (6) fiscal years after expiration of the lease.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b), NRS 11.190 (3)(d)	None

Proposed Expenditures **LRDA # 2007287**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents proposed expenditures and may contain but is not limited to financial reports, staff reports, budget information, expenditure requests, related correspondence and similar documents.	Six (6) fiscal years from the end of the fiscal year to which the report pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.59801	None

Sister City Programs **LRDA # 20071264**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the participation of the city in sister programs with cities in other countries. This series may include but is not limited to documentation of selection of sister city, administration of the program, exchange visits, photographs, correspondence, and related documentation.	Permanent.	None	None	None

Solicitation Permits, Receipts **LRDA # 2007292**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents receipts for solicitation permits.	Until annual audit is completed	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624	None

Examinations: Applicants Records **LRDA # 2007102**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents examinations administered by the entity to screen job applicants and the applicants who passed, failed, and/or were eligible to participate. This series may include but is not limited to date of exam, position tested for, name of applicant, actual test questions, applicant's answers, score sheets, and eligibility lists.	Two (2) calendar years from the date of the record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.31, NAC 239.165 (1)(2)	None.

Report of Oral Ratings **LRDA # 2007108**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents oral qualification appraisal examinations, which may be used to evaluate experience, training or education, and other factors that relate to the knowledge and abilities required to perform the work of a position or class.	Two (2) calendar years from the date of the record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.31, NAC 239.165 (1)(2)	None.

Transcripts of Hearings of Civil Service Board Involving Appeals **LRDA # 2007110**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are transcripts of hearings involving appeals of an adverse action (disciplinary or non-disciplinary removal, suspension, leave without pay, reduction in force) against an employee. This series may include but is not limited to a copy of the proposed adverse action with supporting papers, statements of witnesses, employee's reply, hearing notices, reports, and decisions, reversal of action, record of appeal, correspondence and related documents.	Two (2) calendar years after determination of appeal.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.31, NAC 239.165 (1)(2)	None.

Conservation Districts

Conservation District Files **LRDA # 20121862**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the creation and accomplishments of Nevada's 28 Conservation Districts. Records may include but are not limited to petition for organization of district and supporting documents, program or project identification, work plans, annual reports, budget documents, final financial documents, minutes of meetings, agendas, election folders, charter and map files, various logs, petition for discontinuance, related correspondence, and similar documents	Five (5) calendar years from the date the records are submitted to the Department of Conservation and Natural Resources.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS Chapter 548, NAC Chapter 548, NRS 241.035, NRS 11.190 (3)(d)	Annual reports including financial information must be submitted to the State Department of Conservation and Natural Resources. (NAC 548.030, NAC 548.080)

Constable

Dockets **LRDA # 2007334**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents individual court cases and may contain entries on papers filed, court actions, judgments, and similar documents.	Dockets must be retained in accordance with the retention periods found in the "Local Courts Records Retention Manual" adopted by the Nevada Supreme Court.	None	"Local Courts Records Retention Manual" - Nevada Supreme Court, NRS 239.110 (4)	None

Mistakes and Refunds **LRDA # 2007339**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents credits or refunds for the overpayment of fines or fees.	Until annual audit is completed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624	None

Record of Evictions **LRDA # 2007336**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents eviction proceedings and may contain but is not limited to execution affidavit, tenant affidavit, order, copies of court documents, date notice served, summary notice, date of eviction, related correspondence, and similar documents.	Six (6) calendar years from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(a)	None

Constable

Record of Notices of Eviction **LRDA # 2007337**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of the receipt and service or return of eviction notices.	90 days after date of service or return	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Revocation Files **LRDA # 2007341**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the revocation and/or forfeiture of bail and may include but is not limited to legal notices, receipts, related correspondence and similar documents.	Six (6) calendar years from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(a)	None

Unserved Papers **LRDA # 2007342**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of court related documents which for various reasons were unable to be served.	90 days after date received.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Convention and Visitor Authorities

Advertising (including audio and visual materials) **LRDA # 2007471**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is used to document promotions, advertising campaigns and public relations efforts. Records may include but are not limited to programs, schedules of events, passes, newsletters, news clippings, paste-ups, drawings, copies of ads, photographs, slides, videotapes, sound recordings, scripts, posters, brochures, flyers, related correspondence, and similar documents.	Six (6) fiscal years from the end of the fiscal year to which the records pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (1)(b)	Review for historical value.

Bookings **LRDA # 2007473**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents arrangements with recreation boards/convention authorities/visitors bureaus for use of facilities, goods or services.	Three (3) fiscal years from the end of the fiscal year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None

Convention Calendar **LRDA # 20071564**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This is a calendar of scheduled conventions distributed to hotels, motels, media, transportation companies, and similar entities.	One (1) calendar year from the end of the calendar year to which the record pertains	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Convention and Visitor Authorities

Gaming and Room Tax Records: Duplicate (original filed by county) **LRDA # 2007477**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents gaming and room tax proceeds distributed to fair and recreation boards and convention authorities/bureaus to promote convention and tourism business.	Three (3) fiscal years from the end of the fiscal year to which the records pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d)	None

Gaming and Room Tax Records: Original (taxing authority) **LRDA # 2007476**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents gaming and room tax proceeds distributed to fair and recreation boards and convention authorities/bureaus to promote convention and tourism business.	Six (6) fiscal years from the end of the fiscal year to which the records pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (1)(b)	None

Marketing Records **LRDA # 20121842**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents and administers local government sponsored marketing programs. Information may include but is not limited to promotions, sweepstakes, tracking information, information requests, screenshots, website information, related correspondence and similar documents.	Six (6) calendar years from the calendar year to which the documents pertain.	Portions of this record series may contain confidential or sensitive information and those portions should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b), NAC 239.165	Review for historical value.

Convention and Visitor Authorities

Press Kits **LRDA # 20071562**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series usually contains information on shopping, dining, lodging, gaming, getting married, area attractions, area history, facts and figures.	Until superseded or no longer in use. Review for historical value.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Reservations **LRDA # 2007482**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents activities scheduled for tourist and convention facilities.	Three (3) fiscal years from the end of the fiscal year to which the records pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d)	None

Cooperative Extension Programs

Cooperative Extension Program Reports **LRDA #** **2007560**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the program activities and accomplishments of cooperative extension programs. These types of reports are usually compiled on a weekly, or monthly basis with a summary report created annually. This record series may contain but is not limited to narrative of various activities, records documenting participation in activities, achievements files, events files, awards files, enrollment reports, program information, statistics, fundraising records, notes, correspondence and related documents.	Retain annual reports Permanently. Retain other activity/program reports for a minimum period of two (2) calendar years from the year created.	This record series should not contain confidential or restricted information and the non-permanent records may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Enrollment Cards:4 H Club **LRDA #** **2007347**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents enrollment in 4H clubs.	One (1) calendar year from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Guidelines Pertaining to the Civil Rights of Employees of and Participants in Cooperative Extension Programs **LRDA #** **2007345**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These guidelines incorporate a single set of principles which are designed to assist employers, labor organizations, employment agencies, and licensing and certification boards to comply with requirements of Federal law prohibiting employment practices which discriminate on grounds of race, color, religion, sex, and national origin.	Until superseded	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	29 CFR 1607.4	None

Records of Accident Insurance Provided to Participants in Special Programs **LRDA # 2007351**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents insurance coverage of various participants in cooperative extension program activities. They are usually arranged chronologically by year and may include but are not limited to name of insurance company, roster of insured members, insurance waivers, signature of parents, correspondence and similar documents.	Ninety (90) days after policy expires.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Coroner / Medical Examiner

Autopsies: Protocol **LRDA # 2007354**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the methods and practices used by coroners/medical examiners performing an autopsy.	Permanent.	This record series may contain confidential or sensitive information.	NRS 259.050, NRS 432B.407	None.

Autopsies: Reports **LRDA # 2007355**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the examination of an individual to determine cause of death.	Permanent.	This record series may contain confidential or sensitive information.	NRS 259.050, NRS 432B.407	None.

Case Files **LRDA # 2007356**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents investigations into the manner and cause of an individual's death. This series may include but is not limited to preliminary report of death, report of death, identification records, notification of family records, autopsy authorizations, autopsy waiver requests, reports of field investigations, body diagrams, copies of police reports, copies of medical records, copies of fire department or EMS reports, copies of hospital reports, examination records, consultation reports, accident reconstruction reports, laboratory requests, laboratory reports and results, autopsy reports, subpoenas and other material relating to a proceeding of a court, evidence logs, evidence receipts, photographic evidence, receipts for personal property, authorizations to release a body to next of kin or mortuary, worksheets, checklists, certificate of death, and related correspondence.	Permanent.	This record series may contain confidential or sensitive information.	NRS 244.163, NRS 259.050, NRS 432B.407	None.

Coroner / Medical Examiner

Decedent Personal Property Records **LRDA # 20071485**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of an inventory of the money and/or personal property which may have been found on or about a deceased individual.	Three (3) fiscal years after the inventory, money and/or property is delivered to the County Treasurer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 259.150 to 259.180, NRS 11.190 (3)(d)	The coroner is required by law to inventory in the presence of at least one witness any money or personal property which may have been found on or about a deceased individual, unless taken from his possession by legal authority, and must submit the signed inventory and any money and/or personal property to the County Treasurer. See NRS 259.150 (1)

Deputies Appointments and Oaths **LRDA # 2007357**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the appointment and oath of office of deputies appointed by Coroners in accordance with NRS 259.040.	Retain this record series while deputy is active.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 259.040	All appointments of deputies must be made in writing and must, with the oath of office, be filed in the Office of the Recorder of the county within which the principal holds and exercises his office. [NRS 259.040 (2)]

Coroner / Medical Examiner

Inquests **LRDA # 2007358**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents inquiries of violent or sudden deaths. This series may contain but is not limited to report of facts, report of circumstances, medical evidence, investigative reports, professional reports (autopsy, toxicology, x-ray laboratory reports, etc.), consultation reports, witness statements, subpoenas, hearing testimony, findings, verdict, recordings, District Attorney correspondence, court documents, jury notes, forms, reports, other related correspondence, and similar documents.	Permanent.	This record series may contain confidential or sensitive information.	NRS 259.090 to 259.140, NRS 440.420 to 440.430, NRS 440.170	None.

Laboratory Equipment Repair and Maintenance Records **LRDA # 20071484**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the maintenance, service, and repair of equipment/instruments used to conduct toxicology, histology, and similar procedures.	Life of the equipment plus an additional three (3) calendar years.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None

Missing Persons Bulletins **LRDA # 20071486**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of bulletins, flyers, or reports on missing persons received from law enforcement and other agencies.	As long as administratively useful.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Register of Cases **LRDA # 2007359**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of a register, report, or log of the deaths investigated and/or autopsies performed.	Permanent.	This record series may contain confidential or sensitive information.	NRS 259.050, NRS 432B.407	None.

Bonding Companies: Powers of Attorney **LRDA # 2007392**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents powers of attorney filed with the clerk of the court.	Until superseded or cancelled.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 20.050	None

Bonding Companies: Reports **LRDA # 2007393**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains reports received from bonding companies.	Three (3) calendar years from the date of report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None

Bonds and Oaths of Notaries Public **LRDA # 2007394**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents oaths and bonds of Notaries Public showing names of principals and sureties, amount of bond, date executed and conditions of obligation.	While notaries are active	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 240.030	None

County Clerk

Business Fictitious Name Certificates **LRDA # 20071688**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents certificates filed with the county clerk by a natural person, an artificial person required to make annual filings with the Secretary of State to retain its good standing, a general partnership, or a trust who wish to conduct business under an assumed or fictitious name.	Retain the register (see NRS 602.050) of assumed or fictitious names Permanently. Retain the certificate/renewal certificates for six (6) calendar years after amendment, renewal or termination.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 602.010 to 602.090, NRS 11.190 (1)(a)(b), NRS 11.190 (3)(d)	NRS 602.035 (1)-The board of county commissioners of a county may provide, by ordinance, that a certificate filed with the county clerk pursuant to NRS 602.010 expires 5 years after it is filed.

Certificates of Ministers Authorized to Perform Marriages: Record of Active Certificates **LRDA # 2007396**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents certificates of permission for ministers authorized to perform marriages.	Five (5) years after no longer active.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 122.064, NRS 122.068, NRS 239B.030, NAC 239.165 (1)(2)	None.

Certificates of Ministers Authorized to Perform Marriages: Record of Revoked Certificates **LRDA # 2007397**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents certificates of permission which have been revoked for good cause.	Five (5) calendar years after revocation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 122.064, NRS 122.068, NRS 239B.030, NAC 239.165 (1)(2)	None.

County Board of Equalization Records

LRDA # **20071680**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the actions of County Boards of Equalization and may contain but is not limited to assessment appeal forms, complainant supporting documentation, Assessor's appraisal forms and supporting documentation, worksheets, copies of various forms, studies, photos, exhibits, hearing records, legal notices, minutes, recordings, related correspondence, findings and final decisions.	Permanent.	In accordance with NRS 361.365 each county board of equalization shall, at the expense of the county, cause complete minutes and an audio recording or transcript to be taken at each hearing. In addition to the requirements of NRS 241.035, these minutes must include the title of all exhibits, papers, reports and other documentary evidence submitted to the county board of equalization by the complainant. The clerk of the county board of equalization shall forward the minutes and audio recordings or transcripts to the Secretary of the State Board of Equalization.	NRS 361.334 to 361.365	The County Clerk or designated deputy is the clerk of each panel of the County Board of Equalization. (NRS 361.340 (6))

District Attorney's Opinions

LRDA # **2007402**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are formal opinions rendered by the District Attorney's office for county clerk or the governing body. Documents the rationale for policy and maintains consistency in related issues. Information usually includes date, department requesting opinion, and the text of the opinion.	Permanent.	None	None	None

County Clerk

Fee Book **LRDA # 2007403**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents all fees collected by the County Clerk's office in accordance with state law.	Permanent.	NRS 19.080 Clerks to keep books. Each county clerk shall keep in his office, open to public inspection, a fee book in which he shall enter in detail the fees charged with the title or the case number of the matter, proceeding or action in which they were charged.	NRS 19.010 to 19.110	None

Filings of all Records Required to be Filed With the County Clerk **LRDA # 2007404**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of records filed with the county clerk and may contain but is not limited to Adoption petitions, Affidavits of labor, Certificates of title, Certificates of delinquency, County official's reports, Fictitious firm name filings, Formal records of bank liquidations, Land use maps, Legal notices, Marriage license records and reports, Meeting minutes and agendas, Official bonds, Oaths of office, Ordinances of county, Proclamations, Public hearing notices and records, Records of incorporation and articles of incorporation, Copy of final budget, Copy of final plan for capital improvements, related correspondence and any other record required or permitted by law to be filed with the County Clerk.	Permanent unless otherwise stated in this schedule.	Some records in this record series may contain confidential, restricted and/or sensitive Information.	NRS 354.59801, NRS 246.060, NRS 127.120 to 129.140, NRS 667.105, NRS 241.035, NRS 241.115, NRS 122.040, NRS 239B.030, NRS 205.4617	None.

Financial Disclosure List **LRDA # 2007407**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of a list of each public officer who is required to file a statement of financial disclosure. On or before December 1 of each year, this list is submitted electronically by the County Clerk to the Commission on Ethics and to the Secretary of State.	One (1) calendar year from the submission of the list.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 281.574 to 281.575, NRS 281.573	The Financial Disclosure Statements themselves are retained by the Secretary of State.

Leases **LRDA # 2007409**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains copies of leases, subleases, assignments of leases, and memoranda of leases for property or equipment which the county leases. Series usually shows the name and addresses of lesser and lessee, description of property or equipment, rent or lease cost, purpose for which property may be used, conditions or terms, renewal documents, memorandums, supporting documentation, related correspondence, and similar documents.	Six (6) fiscal years after expiration of the lease.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b), NRS 11.190 (3)(d)	None

Marriage License Records (applications, receipts, etc.) **LRDA # 2007411**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the issuance of marriage licenses by county clerks. This series may contain but is not limited to affidavit of application for the marriage license, oaths, statements, identification, receipts, and related documents.	Permanent.	This record series may contain confidential or sensitive information.	NRS 122.040, NRS 239B.030	None.

Outdoor Advertising Permits **LRDA # 2007416**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents permits issued for outdoor advertising, funds collected for the permit are apportioned by the board of county commissioners to the road funds of the county.	One (1) calendar year after permit terminated or not renewed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 405.070, NRS 205.4617, NAC 239.165 (1)(2)	None.

Petition Sign-Up Site Listing **LRDA # 20121849**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This is a listing available to the public of the areas at public buildings designated for the gathering of signatures on a petition.	Retain list and supporting documents until next annual update.	The Nevada Secretary of State is the office of record for this record series. This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 293.127565	In accordance with state law (NRS 293.127565) at each building that is open to the general public and occupied by the government of this State or a political subdivision of this State or an agency thereof, (other than a building of a public elementary or secondary school) there must be a designated area which can be used for gathering signatures for petitions.

Petitions, Failed Initiatives **LRDA # 2007417**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents petitions submitted by groups/citizens which failed to make ballot.	Twenty-two (22) months from the date of last action.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 295.105	None

Proposed Expenditures **LRDA # 2007419**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents proposed expenditures and may contain but is not limited to financial reports, staff reports, budget information, expenditure requests, related correspondence and similar documents.	Six (6) fiscal years from the end of the fiscal year to which the report pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.59801	Review for historical value.

Resources and Expenditures, Quarterly Report **LRDA # 2007421**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This is a statement of the receipts and expenditures of the three months next preceding, and the accounts allowed. This series may include but is not limited to financial reports, expenditure summary, copy of newspaper in which report was published, and related records.	Three (3) fiscal years from the end of the fiscal year to which the record pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.602	None

Surveys and Established Boundaries, including Maps **LRDA # 2007422**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents surveys, maps, and reports used in establishing boundaries in accordance with state law.	Permanent.	This record series may contain confidential or restricted information.	NRS 243.390 to 243.415, NRS 239C.210	None.

County Recorder

Certificates for Appropriation of Water **LRDA # 2007489**

Description	Minimum Retention Period	Disposition	Legal Citations	References
In accordance with NRS 533.382, every conveyance of an application or permit to appropriate any of the public waters, a certificate of appropriation, an adjudicated or unadjudicated water right or an application or permit to change the place of diversion, manner of use or place of use of water must be made by deed; acknowledged in the manner provided in NRS 240.161 to 240.168, inclusive; and recorded in the office of the County Recorder of each county in which the water is applied to beneficial use and in each county in which the water is diverted from its natural source.	Permanent.	None	NRS 533.382 to 533.383, NRS 240.161 to 240.168	The certificates are issued by the Department of Conservation and NaturalResources-Division of Water Resources and the Nevada State Engineer's Office.

General Receiving /Fee Records **LRDA # 2007497**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents all transactions conducted and fees collected by the County Recorders office.	Permanent.	None	NRS 247.100	None

Monthly Report of Recorded Documents **LRDA # 2007513**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the type and number of documents recorded on a monthly basis.	One (1) calendar year from the date of the report.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	This record series is useful for planning and budgeting, reference, performance monitoring, compiling annual reports, and similar activities.

Notices of Federal Tax Liens **LRDA # 2007516**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents notices of federal tax liens placed on specific property to secure payment of back taxes on that property or on property in general to secure payment of back taxes. This series also includes certificates/records of tax lien discharges.	Permanent.	This record series may contain confidential or sensitive information.	NRS 239B.030	None.

County Recorder

Recorded Documents **LRDA # 2007517**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents all records recorded by the County Recorders office and may include but is not limited to Deeds, Trust deeds, Mortgages, Maps and plats, Certificates of marriage and marriage contracts, Mining records, Military records, Wills admitted to probate, Official bonds, Notice of mechanics' liens, Transcripts of judgments, Certificates of delinquency, Affidavits of labor (patented mines), Notices of attachment upon real estate, Notices of the pendency of an action affecting real estate (such as title or possession), Redemption certificates, Instruments describing or relating to the separate property of married persons, Notice of preemption claims, Certificates of sale, Judgments or decrees, Declarations of homestead, Appointments and Oaths of Deputy Sheriffs, and all other documents required or permitted by law to be recorded. This series also includes all indexes to this record series.	Permanent.	This record series may contain confidential, restricted, or sensitive information. This series is not intended to be used by cities or other municipalities to document records submitted for recordation.	NRS 247.110 to 247.150, NRS 375.060, NRS 375.120 to 375.200, NRS 239B.030	None.

Economic Development

Community Development Block Grant (CDBG) Files **LRDA # 20121881**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document the receipt of funds for community development. Files may include but are not limited to copies of proposals, award notice, narrative & financial reports, budgets and financial (accounting) documents, request for funds, invoices, forms, notes, supporting documents, and related correspondence.	Five (5) calendar years from the end of the calendar year in which the grant project was closed out.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section.3535 (d), 42 USC section.5301 to 5320 and 24 CFR Part 570, Subpart I (24 CFR 570.480 to 570.497)	None.

Economic Development - Client Profiles **LRDA # 20071548**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains files on businesses inquiring into possible location, relocation, or expansion within the city\county. This series may contain but is not limited to name of company, company contact, type of business, community brochures and pamphlets, incentive information, newsletters, booklets, publications, correspondence, and similar documents.	Review annually, purging valueless, out-dated and duplicated material.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 268.910, NRS 244.264, NAC 239.165 (1)(2)	None.

Façade Improvement Projects **LRDA # 20141910**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents local government financial assistance to businesses for the external improvement of dilapidated commercial, industrial or mixed-use buildings in redevelopment areas. Records may include but are not limited to concept drawings, applications for assistance, ownership/principals disclosures, affidavits, consent forms, project reports, copies of bids, copies of permits/inspection reports, financial reports, rebates, photographs of completed projects, correspondence and similar records.	Six (6) fiscal years from the close of the project.	If this record series contains confidential or sensitive information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b), County and Municipal Code	None.

Economic Development

Revolving Loan Account **LRDA # 20141911**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents revolving loan accounts created in accordance with NRS 279.710. Records may include but are not limited to investment records, interest and income records, deposits, claims, cost reports and similar records.	Six (6) fiscal years from the fiscal year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 279.700 to 279.730, NRS 11.190 (1)(b)	The term of any loan that may be made from the revolving loan account must be 5 years or less.

Revolving Loans **LRDA # 20141909**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents local government loans, grants, or subsidies issued to homeowners or small business owners located in redevelopment areas. Records may include but are not limited to application including supplemental materials, bids, homeowner's assistance program records, financial documentation, income verifications, terms and agreements, repayment records, related correspondence, and similar records.	Six (6) calendar years after the loan is closed out.	If this series contains any confidential or sensitive information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 279.700 to 279.730, NRS 279A.010 to 279A.110, NRS 11.190 (1)(b)	None.

Elections

Absentee Voter Records **LRDA # 2007526**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer the casting and accounting of absentee ballots. This series may include but is not limited to request for absentee ballot, application for absentee ballot, absentee voter information, absentee ballot and instructions, records documenting the date the ballot is issued, the name of the registered voter to whom it is issued, the precinct or district, the political affiliation, if any, the number of the ballot, a return envelope, related lists and reports and similar documents.	Twenty-two (22) months after the close of the election.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	52 USC section 20701, NRS 293.309 to 293.340, NRS 293.391, NRS 293.2696, NRS 293C.317, NAC 239.165 (1)(2)	None.

Abstract of Votes Cast **LRDA # 2007542**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of a summary report of election results submitted to the Secretary of State.	Twenty-two (22) months after the close of the election.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	52 USC section 20701, NRS 293.387, NRS 293.395, NRS 293C.387, NAC 293.195 to 293.197	None

Ballots and Ballot Receipt **LRDA # 2007529**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is the official list showing all candidates, ballot issues and ballot questions upon which an eligible elector is entitled to vote at an election. May contain voted ballot stubs, rejected ballots, spoiled ballots, ballot code list, challenge lists, voting receipts, records printed on paper of voted ballots, absentee requests for ballots and similar reports and records.	Twenty-two (22) months after the close of the election.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	52 USC section 20701, NRS 293.391, NRS 293.2673, NRS 293C.261, NRS 293C.390	None

Elections

Campaign Contribution and Expense Reports **LRDA # 20141899**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of campaign contribution and expense reports filed with the Secretary of State in accordance with state law. Reports document the type of filing and date, summary of contributions, summary of expenses, contributions in excess of $100, expenses in excess of $100, in kind contributions and expenses, money on hand, indebtedness, and similar information.	Retain until no longer needed for reference or informational purposes.	The Secretary of State is the office of record for campaign contribution and expense reports.	NRS 294A.100 to 294A.190, NAC 294A.040 to 294A.098, NRS 11.190 (1)(b)0, NRS 11.190 (3)(d)	City and County Clerks offices may also have copies of these reports

Certificate of Election **LRDA # 20071546**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This is an official document presented to the successful candidate of an elected office.	Sixty (60) days after the close of the election; or from the date received by successful candidate, whichever is sooner.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 293.393 to 293.397, NRS 293C.387	The successful candidate receives the original certificate.

Challenge Lists **LRDA # 2007531**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of a form furnished election board officers to be used in making a record of all challenges.	Twenty-two (22) months after the close of the election.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	52 USC section 20701, NRS 293.391, NRS 293C.390, NRS 293.303 to NRS 293.304, NRS 293C.292 to 293C.295, NRS 293.547, NRS 293.174, NRS 293.182	None

Elections

Contested Election Records **LRDA # 20141898**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the actions involved in contested elections and may contain but is not limited to demands for recount, recount board documentation, observer's reports, recount cost information, statement of contest, dismissals, depositions, judgments, ballots, list of witnesses, amended statement of contest, court cost documentation, withdrawal notices, related correspondence and similar documents.	Twenty-two months (22) from the date the Certificate of Election was delivered or from the end of the proceedings, whichever is longer.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 293.400 to 293.435, NAC 293.361 to 293.375	None

Declarations of Candidacy **LRDA # 2007533**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents a candidate's intention to either run for office or withdraw from an election This series may contain but is not limited to date of declaration, name of candidate, candidate filing forms, fair campaign practices acknowledgement form, candidate withdrawal forms, written challenge forms, related correspondence, and similar documents.	Twenty-two (22) months after the close of the election. Review for historical value.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 293.1725, NRS 293.1755, NRS 293.177, NRS 293.185, NRS 294A.290, NRS 294A.420, NRS 294A.120, NRS 294A.200, NRS 293.202, NRS 293.182, NRS 293C.145 to 293C.185	None

Election Complaints **LRDA # 20071540**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents complaints alleging violations of voting rights in accordance with state and federal law. This series may contain but is not limited to written complaint, complaint contact information form (listing the name, address, phone number of the complainant, subject of complaint, date contacted and notes), review notes, copies of financial documents, copies of medical records, copies of affidavits, supporting documentation and related correspondence.	Twenty-two (22) months after the close of the election.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	52 USC section 21112, 52 USC section 21081, NRS 293.4685, NAC 293.025, NAC 293.500 to 293.560, NAC 239.165 (1)(2)	None

Elections

Election Costs Records — **LRDA #** **20071542**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the reimbursements to the counties for costs related to cardstock for ballots (See NAC 293.200 and NRS 293B.210) and publication of constitutional amendments and statewide measures (NRS 293.253 and NAC 293.071). This series may contain but is not limited to claims from the counties, copies of manufacturer's or vendor's invoices, related supportive documentation and related correspondence.	Twenty-two (22) months after the close of the election.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 293.253, NRS 293B.210, NAC 293.071, NAC 293.200	None

Initiative or Referendum Petitions — **LRDA #** **20101797**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents initiative or referendum petitions submitted by registered voters in accordance with state law. This series may contain but is not limited to notice of intent, affidavit of petitioners, description of the anticipated financial effect (if applicable), signatures of registered voters, receipt for petition, certification of petition for sufficiency or insufficiency, record of determination, records of committee advocating and opposing ballot question, copy of sample ballot, copies of court records, correspondence, and related documents.	Retain petition narrative and certification of results of petition permanently. Retain other records twenty-two (22) months from the date of last action.	This record series should not contain confidential or restricted information and the non-permanent records may be destroyed in a non-secure manner such as deleting or recycling.	NRS 295.075 to 295.290, NRS 293.391, NAC Chapter 295, NRS 205.4617	The Nevada Secretary of State is the office of record for statewide initiative or referendum petitions.

Lists of Official Candidates — **LRDA #** **2007534**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series lists the official candidates for an election and includes the name of candidate, party affiliation (if applicable), office sought, term of office, and similar data.	Permanent.	None	None	None

Official Returns — **LRDA #** **2007541**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the total number of votes cast and vote percentage per candidate (or per proposition or question) by precinct/county.	Permanent	None	None	None

Elections

Petition Sign-Up Site Records **LRDA # 20121848**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This is a form or notice designating the area of a building that can be used to gather signatures on a petition. Annually the form/notice must be submitted to the Secretary of State and the county clerk for the county in which the building is located.	Retain until next annual submission to Secretary of State and county clerk.	The Nevada Secretary of State is the office of record for this record series. This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 293.127565	In accordance with state law (NRS 293.127565) at each building that is open to the general public and occupied by the government of this State or a political subdivision of this State or an agency thereof, (other than a building of a public elementary or secondary school) there must be a designated area which can be used for gathering signatures for petitions.

Plans for the Security of Ballots **LRDA # 20071545**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the submittal by county and city clerks, and approval by the Secretary of State, of plans for the security of ballots in accordance with NRS 293.3594 and NAC 293B.040. This series may contain but is not limited to plans for the security of ballot cards, transmittal letters, approval notice, request for amendment, related correspondence and similar documentation.	Twenty-two (22) months after the close of the election.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 293.3594, NRS 293C.3594, NAC 293B.040	None

Elections

Precinct Maps **LRDA # 2007537**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the establishment, abolishment, alteration and consolidation of election precincts as required by NRS 293.205.	Four (4) calendar years from the end of the year in which the map was superseded..	It is the responsibility of the County Clerk to provide the Secretary of State and the Director of the Legislative Counsel Bureau with a copy or electronic file of a map showing the boundaries of all election precincts in the county every even numbered year or in special instances as necessary. (See NRS 293.206 and NRS 293.208)	NRS 293.205 to 293.213	A copy is retained permanently by the Nevada Secretary of State.

Procedure Plans for Observers of Elections **LRDA # 20071543**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the submittal by county clerks, and approval by the Secretary of State, of plans for the accommodation of observers of election proceedings in accordance with NRS 293B.354. This series may contain but is not limited to county plan for accommodation of members of the general public observing election proceedings (including the location of the counting place and polling place, procedure for observers, requirements for observers, security and other provisions), transmittal letters, approval notice, request for amendment, related correspondence and similar documentation.	Twenty-two (22) months after the close of the election.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 293B.353 to 293B.354	None

Elections

Recall of Public Officers **LRDA # 20101827**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the official filing of petitions for recall of public officers in accordance with state law. This series may contain but is not limited to notice of intent, affidavit of petitioners, petition narrative, verification of circulator, acknowledgement receipts, recall committee registration form, contribution and expense reports of recall committee, signatures of registered voters, certification of petition for sufficiency or insufficiency, record of determination, requests to remove name from petition, record of appeal filed with Secretary of State, nominating petitions, acceptance of candidacy forms, copy of ballot for recall, results of special election, correspondence, and related documents.	Retain petition narrative, certification of results of petition, and (if applicable) copy of ballot and certification of results of special election permanently. Retain other records twenty-two (22) months from the date of last action.	This record series should not contain confidential or restricted information and the non-permanent records may be destroyed in a non-secure manner such as deleting or recycling.	Nevada Constitution Article 2, Section 9, NRS Chapter 306, NAC Chapter 306, NRS 294A.250 to 294A.280, NRS 293.247 (1), NRS 293.1278 (1), NRS 293.12793 to 293.12795, NRS 293.393, NRS 293C.387	None

Records of Election Board Officers **LRDA # 2007544**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the actions of election board officers in accordance with state law and regulation.	Twenty-two (22) months after the close of the election.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	52 USC section 20701, NRS 293.217 to 293.245, NRS 293C.220 to 293C.250, NAC 293.140, NAC 293.230, NAC 293C.320, NAC 239.165 (1)(2)	None.

Records of Persons Assigned to Work at Polling Places **LRDA # 2007545**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of all poll worker materials including but not limited to poll worker applications, assignment notices, availability notices, sign-in information, daily activity logs, related correspondence, and similar documents.	Twenty-two (22) months after the close of the election.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	52 USC section 20701, NAC 239.165 (1)(2)	None.

Elections

Rosters of Registered Voters and Poll Books **LRDA # 2007547**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the eligible registered voters in the precinct for a particular election, and is used to record the voting history of voters who vote in the election.	Twenty-two (22) months after the close of the election.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	52 USC section 20701, NRS 293.391, NRS 293C.390, NRS 293.075, NRS 293.285, NRS 293.293, NRS 293.333, NRS 293.363, NRS 293.373, NAC 293.176	None

Sample Ballots **LRDA # 20071544**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of sample ballots for primary and general elections.	Twenty-two (22) months after the close of the election.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 293.565, NRS 293.391, NRS 293.256 to 293.2693, NAC 293.120 to 293.130	Sample ballots are retained permanently by the Nevada State Archives. For additional information see the Secretary of State's agency specific retention schedule, RDA # 2005047.

Tally Lists **LRDA # 2007548**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are lists or worksheets used by election officials in counting and keeping track of votes cast at the time ballots are opened and read.	Twenty-two (22) months after the close of the election.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	52 USC section 20701, NRS 293.113, NRS 293.370 to 293.373, NRS 293.391, NRS 293C.372 to 293C.375, NRS 293C.390	None

Elections

Voter Registration Records **LRDA # 2007528**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the registration or cancellation of registration of eligible voters. This series may contain but is not limited to application to register to vote, voters personal information, registration affidavits, cancellation of registration affidavits, cancelled applications, felony notifications, cancellation notices from county clerk, re-registration records, investigation reports, voter identification number, related lists and reports, transmittals, correspondence, and similar documents.	Three (3) calendar years after the date cancelled.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	52 USC section 20701, NRS 293.537, NRS 293.5002, NRS 293.530, NRS 293.540, NRS 293.503, NRS 293.675, NRS 293C.525, NRS 293C.535, NAC 239.165 (1)(2)	This series may be used to provide the Secretary of State with information concerning the voter registration of the county or city and other reasonable information requested by the Secretary of State to establish or maintain the statewide voter registration list.

Voting Systems - Computer Programs **LRDA # 20071701**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of certified copies of computer programs submitted to the Secretary of State in accordance with NRS 293B.130. Before any election where a mechanical voting system is to be used the county or city clerk prepares a computer program on cards, tape or other material suitable for use with the computer or counting device to be employed for counting the votes cast. This series may contain but is not limited to copies of the computer program, testing results, inspection reports, certification from accuracy certification board, correspondence and related documents.	Twenty-two (22) months after the close of the election.	The copies of the programs filed with the Secretary of State are not public records and are not available for inspection by the public. (NRS 293B.135 (2))	NRS 293B.130 to 293B.170, NAC 239.165 (1)(2)	This record series must be destroyed in a secure manner that will prevent reconstruction of the information.

Civil Preparedness Guidance (CPG) and State and Local (SLG) Guides **LRDA # 20071450**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of guides issued by the Federal Emergency Management Agency (FEMA) to provide guidance and procedures for the preparedness and planning requirements associated with continuity of government responsibilities.	As long as administratively useful to the agency.	This record series may contain confidential or restricted information.	NRS 239C.210 (f)	None.

Disasters and Emergencies - Financial Records **LRDA # 20071449**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents emergency management program expenses related to disaster or emergency relief. Records in this series provide a breakdown of program expenses that may be eligible for state or federal funding. This series may contain but is not limited to application for assistance, a copy of the declaration of emergency or disaster, preliminary damage assessments, financial status reports, request for advance forms, detailed cost reports, financial statements, copies of grant documents, cash transaction reports, reports of expenditures, reimbursement forms, quarterly reports, final expenditure reports submitted to the Nevada Division of Emergency Management and/or the Federal Emergency Management Agency (FEMA) , forms, memorandum, correspondence, and related documents.	Three (3) fiscal years after the annual or final expenditure report is submitted.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	44 CFR 13.42 (2)(b), NRS 414.090, NRS 414.135, NAC 414.010 to 414.140	None

Incident Records - Disasters and Emergencies **LRDA # 2007300**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the extent and impact of natural or manmade disasters and emergency incidents and the actions taken by the local government in response to such incidents. This series may include but is not limited to incident plans, damage assessment and response records, resource allocation reports, situation reports to the Nevada Division of Emergency Management, activity logs, communication logs, incident summary reports, FEMA reports, photographs, public information releases, related correspondence and similar incident-related documentation.	Permanent.	This record series may contain confidential or restricted information.	NRS 414.020, NRS Chapter 239C	None.

List of Vendors from Whom Equipment and Products (supplies) are Purchased **LRDA # 2007294**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents vendors providing emergency resources such as manpower, equipment, supplies, and services. This series usually includes names, daytime and nighttime phone numbers, and addresses of suppliers and vendors as well as contact names and similar information.	Until superseded by an updated list.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Plans for Recovery from Disasters **LRDA # 2007295**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document plans to maintain necessary business operations, protect the public, and to safeguard vital records during emergency situations. This series may include but is not limited to hazard analysis records, first response procedures, emergency operations plans, incident response plans, disaster management and recovery plans, vital record plans, damage assessment plans, post disaster evaluation procedures, correspondence and related documents.	Retain this record series until superseded with an updated or amended plan.	This record series is confidential per NRS 239C.250 and must not be disclosed except upon the lawful order of a court of competent jurisdiction; or as is reasonably necessary in the case of an act of terrorism or related emergency.	NRS Chapter 239C, NAC 239.165 (1)(2)	This record series contains confidential information and must be destroyed in a secure manner that will prevent its reconstruction.

Records of Emergency Training Exercises **LRDA # 2007296**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents emergency training exercises performed on a regular or special basis by local governments and/or emergency management departments. This series may include but is not limited to statements of purpose, scenario narratives, major and detailed sequences of events, messages and inputs (simulation material), evaluation points, critique and follow-up action reports, correspondence and related documents.	Permanent.	This record series may contain confidential or restricted information.	NRS Chapter 239C	None.

Records of Equipment Inventories **LRDA # 2007298**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer the inventory of equipment and supplies which may be needed in cases of emergency.	Until superseded.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Financial Records

Abstract of Taxes **LRDA # 20071313**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is an abstract of real and personal taxes for the local government showing each taxing district, tax rate, real and personal property valuation, total valuation, allocations for various funds, total local levy, and grand total levy.	Permanent	None	None	None

Accounting Files (Office Copy) **LRDA # 2007046**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These types of records are used to administer and document financial transactions and accounting functions (including accounts receivable and accounts payable) and may contain but are not limited to computer generated forms and reports, invoices, receipt books, journal entries, ledgers, accountant spreadsheets, disbursement log, billing claims, records of petty cash, charge slips, cashiers tapes, cash register tapes, daily cash and receipt reports, petty cash records, credit and collections records, copies of requisitions and purchase orders, vouchers, notes, correspondence and related documents.	Until resolution of an annual audit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NAC 239.165 (1)(2)	None.

Accounts Payable Files **LRDA # 20071235**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the payment of bills for goods and services. This series may include but is not limited to billing statements or claims, expense reimbursements, copies of checks, original invoices, copies of purchase orders, copies of bids and contracts, computer generated reports and printouts, vouchers, payment authorizations, receipts, cancelled checks or warrants, supportive documentation, and related correspondence.	Six (6) fiscal years from the end of the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.170 to 354.190, NRS 11.190 (1)(b), NRS 354.230 to 354.250, NAC 239.165 (1)(2)	None.

Financial Records

Accounts Receivable Files **LRDA # 2007445**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents monies owed to and collected by a local governmental entity. This series may include but is not limited to payment records and reports, billing statements, copies of receipts, invoices, awards, logs/journals, account summaries, credit card vouchers/remittances, electronic fund transfer (EFT) records, account write-off records, supporting documentation, and similar records.	Six (6) fiscal years after collected or deemed uncollectible.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.255 to 354.257, NRS 11.190 (1)(b), NAC 239.165 (1)(2)	None.

Annual Budget - Files **LRDA # 2007003**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the preparation of governmental budget requests presented to the governing body. This series may include but is not limited to staff reports, budget instructions, worksheets, copies of actuarial reports, surveys, allotment reports, contingency plans, budget proposals, estimates of revenues, financial forecasting reports and similar records.	Five (5) fiscal years from the year to which the records pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.59801	None

Annual Budget - Final Budget **LRDA # 2007004**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the final annual financial plan for a governmental entity. This series may include but is not limited to financial summaries, spending plans, copy of certified final budget, budget message, affidavit of proof of publication of notice of public hearing, minutes, agendas, exhibits, staff reports, and related records.	Permanent.	None	NRS 354.59801	None

Audit Materials **LRDA # 2007006**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of information provided to internal or external auditors by local governmental entities in accordance with NRS 354.624. Information may include but is not limited to various fund statements, property reports or lists, copies of accounting records, declarations of compliance, and any other records requested by or provided to auditors.	Until completion of annual audit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624	None

Financial Records

Auditors' Reports **LRDA # 2007005**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents annual financial audits of a local governmental entity (including school districts) and may include but is not limited to accountant's summary, fund statements, revenue statements, fund balance details, financial schedules, auditor's comments and recommendations, auditors work papers, copies of prior audit reports, related correspondence and similar documents.	Permanent.	None	NRS 354.624	None

Bank Transaction Records **LRDA # 20071311**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents transactions between a local governmental entity and its banking institution. This series may include but is not limited to deposit and withdrawal records, deposit slips or receipts, checks, transmittal documents, wire transfer request forms, transaction activity reports, bank account reconciliations, and similar records	Until completion of annual audit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NAC 239.165 (1)(2)	None.

Bankruptcy Records **LRDA # 2007469**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the notification of the local government that certain individuals have filed for bankruptcy protection. They are used to determine if the individual owes money to the local government and to file notice or claim with the court. Records may include notification from U.S. Bankruptcy Court, debtors name, account information, request for relief of automatic stay, reorganization and payment plans, discharge information, correspondence, and related documents.	Six (6) fiscal years after repayment or discharge of the debt.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	11 USC section 101, NRS 11.190 (1)(a), NAC 239.165 (1)(2)	None.

Financial Records

Bills for Care of Indigent Persons **LRDA # 2007426**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the cost for services provided to indigent persons and may contain but is not limited to information on individual receiving services, type of care provided, bills for hospital charges, physicians charges, ambulance charges, and charges from other medical providers, bill payment information, related correspondence, and similar documents.	Three (3) fiscal years from the date of bill payment.	Portions of this record series may contain confidential information (information on applicants or recipients of public assistance) and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 428.045, NAC 239.165 (1)(2)	None.

Bond Issues **LRDA # 20070391**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the authorization to finance municipal improvements through bonded indebtedness and implementation of municipal bond issues. Series may include but is not limited to bond anticipation notes, authorizations, bond ratings, contracts or sales agreements, sample copies or specimens of bonds sold, financial/accounting documentation (such as information on coupon number, amount of bond, date bond issued, date of bond redemption, purpose of bond and to whom bond was issued), journal entries and other computer reports, related correspondence and similar documents.	Ten (10) calendar years after bond retired.	If this series contains confidential or sensitive information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.59817, NRS 354.624, NAC 239.165 (1) (2)	None.

Check Registers **LRDA # 2007429**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of a register of all checks issued and usually includes check number, date of check, amount of check, individual or vendor to whom the check was written, invoice information, and the purpose of check. This series may also include checkbooks, and computer printouts such as check run reports.	Six (6) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 205.4617, NRS 11.190 (1)(b)	None.

Financial Records

Checks, Cancelled — **LRDA #** **2007430**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents checks that have been cancelled, spoiled, voided, or stale dated.	Three (3) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 205.4617, NRS 11.190 (3)(d)	None.

Claims Against Others — **LRDA #** **20071547**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents claims against the public and insurance companies for the recovery of costs for damage to governmental property. This series may contain but is not limited to damage reports, copies of police reports, damage estimates, cost reports, photographs, summaries, copies of insurance documents, legal documents, related correspondence, and similar records.	Six (6) fiscal years after final payment is received, or one (1) fiscal year after the claim is written off as uncollectible.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.255 to 354.257, NRS 11.190 (1)(b), NAC 239.165 (1)(2)	None.

Credit Card Payment Records — **LRDA #** **20071665**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the payment of money owed to local governmental entity by credit/debit card or electronic transfers of money. This series may contain but is not limited to records documenting type of charge, payment amount, date, transaction number, payment authorization, copies of bills, bank statements, computer printouts, receipts, related correspondence and similar documents.	Until completion of annual audit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Payment Card Industry (PCI) Data Security Standard 3.1, NRS 354.624, NRS 360.092, NRS 205.4617, NAC 239.165 (1)(2)	The only cardholder data that may be stored after authorization is the primary account number or PAN (rendered unreadable), expiration date, cardholder name, and service code.

Financial Records

Direct Deposit Authorizations **LRDA # 20071259**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents authorizations to deposit employee payroll earnings into employee bank accounts through direct deposit. This series may include but is not limited to employee name, name of financial institution, authorization form, related correspondence, and similar documents.	Three (3) years after employee termination, cancellation, or change of authorization.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 516.5, NRS 11.190 (3)(d), NRS 239B.030, NAC 239.165 (1)(2)	None.

Direct Payment Records **LRDA # 20071513**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the automatic payment of utility and other service types of bills from an individual's bank or similar account. This series may contain but is not limited to application form, customer information, bank account information, type of service account, account number, copies of billing statements, customer payment reports, payment histories, related correspondence and similar documents.	Six (6) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.255, NRS 354.760 to 354.770, NRS 11.190 (1)(b), NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Employment Tax Records **LRDA # 2007450**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to report the collection, distribution, deposit, and transmittal of federal income taxes. Records may include the federal miscellaneous income statement (1099), wage and tax form (W-2), request for taxpayer identification number and certificate (W-9), employers' quarterly federal tax return (941, 941E), tax deposit coupon (8109), and similar completed forms.	Four (4) years after the tax year in which the taxes are due, or four (4) years after the date the tax is paid, whichever is later.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	26 CFR 31.6001.1, 42 USC section 405 (c)(2)(C)(viii) [SSN], NRS 239B.030, NAC 239.165 (1)(2)	None.

Fees, Requests for Payment **LRDA # 20071039**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents payment requests and may include but is not limited to overdue notices, requests for payment, receipts, related correspondence and similar documents.	One (1) fiscal year after receipt of payment or after written off as uncollectible.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Fixed Assets and Inventories **LRDA # 2007440**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the process of updating and reconciling an inventory of the fixed assets in a governmental entity's possession. Records in this series may contain but are not limited to fixed asset inventories, copies of purchase orders and other fiscal records, monthly or annual property reports, copies of other property records, reports from Purchasing, memos, correspondence and related documents. Information contained in the Purchasing reports often includes: description of the items, manufacturers model and serial numbers, ID number, purchase order number, original cost, value, dates (purchased, received, etc.) and commodity code.	Five (5) fiscal years after superseded.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.625, NAC 354.750	None

Franchise Fees **LRDA # 20161923**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the payment of franchise fees for the right or special privilege to conduct business or provide services using the public right of way. The types of businesses that may be required to pay a franchise fee include but are not limited to providers of telecommunications, electric energy, natural gas, cable television, video service, ambulance service, solid waste collection and disposal, and recycling collection services. Records may include but are not limited to copy of franchise agreement, quarterly franchise fee payments, audit reports, delinquency reports, related correspondence and similar records.	Six (6) fiscal years following the receipt of payment.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1) (b), NRS 11.190 (3) (d), NRS 709.010 to 709.360, NRS 711.670 to 711.680, Municipal or County Code	None.

Fraudulent Checks **LRDA # 20071317**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the cancellation and reissue of warrants (checks) due to "forgery" [someone other than the named individual endorsing and cashing the check]. This record series may contain but is not limited to cancellation of warrant, affidavits, copies of checks (warrants), copies of payment voucher forms, copies of deposit receipts, copies of bank statements, reissue document forms, copies of computer printouts, copies of court documents, notes, supporting documents, and related correspondence.	Three (3) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405 (c)(2)(C)(viii), NRS 422.2749, NRS 205.4617, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Fund Transfer Records **LRDA # 20071520**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents moneys transferred from one fund to another showing date, amount transferred, name of funds, purpose, and balance.	Until completion of an annual audit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NRS 354.598005, NRS 354.6115, NAC 354.360, NRS 11.190 (3)(d)	None.

Fundraising Records **LRDA # 2007147**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents fundraising activities such as athletic ticket sales, merchandise sales, food and beverage sales, used book sales, car washes and similar activities used to supplement the income of various local government programs. This series may contain but is not limited to fundraising activity reports, lists of donors, thank you letters, event reports, sales reports, merchandise reports, income statements, cash register tapes, copies of receipts, cost reports, related correspondence and similar documents.	Retain fundraising reports for three (3) calendar years from the date of the event or activity. Retain financial records until completion of an annual audit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190(3)(d), NRS 205.4617, NAC 239.165 (1)(2)	Review for historical value.

Financial Records

General Ledger **LRDA # 2007442**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of one or more series of financial ledgers providing a final year to date summary of accounting data and a permanent audit trail for all fiscal receipts and disbursement transactions affecting any and all local government funds and accounts, including receipts and expenditures from all revenue sources, both public and private.	Permanent.	None	None	None

Gift and Donation Records [Financial Records] **LRDA # 20071527**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents gifts and donations to the local government. This series may contain but is not limited to donor information, acknowledgement letters, financial statements and reports, records of fund disbursements, copies of checks, receipts, related correspondence, and similar documents.	Retain records related to significant monetary or property donations, wills, bequests, endowments, trusts and similar actions permanently. Retain other gift financial records for six (6) fiscal years from the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b), NRS 11.190 (3)(d), NRS 205.4617, NAC 239.165 (1)(2)	None.

Financial Records

Grant Records **LRDA # 2007060**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the awarding of funds from federal government, state government, private organizations, private benefactors, and similar sources. This series may include but is not limited to application and supporting documentation, project proposal, project plans and objectives, award notification, grant related contracts and/or agreements, equipment inventories, statistical reports, monitoring reports, summary reports, financial/accounting records, audit reports, correspondence, and related records.	Three (3) fiscal years from the submission of the final expenditure report, or for the retention period required by the granting authority, whichever is longer.	If this series contains any confidential or sensitive information that information should be destroyed in a secure manner that will prevent its reconstruction.	"Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" see OMB Circulars A-102 and A-133. See also the OMB publication entitled "Codification of Government wide Grants Requirements by Department." NRS 205.4617, NAC 239.165 (1)(2)	None.

Grants or Donations to Nonprofit Organizations **LRDA # 20161927**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the granting of money or the donation of commodities, supplies, materials, staff resources, equipment, or the payment or discount of fees, to a nonprofit organization. Records may include but are not limited to copy of resolution, application for grant or donation, copies of nonprofits tax forms, disclosure forms, selection criteria evaluations, approvals, agreements, performance measures, progress reports, audit reports, and related correspondence.	Six (6) fiscal years from the expiration of the terms or agreement, or from the receipt of the statement of completion (if applicable).	This record series may contain confidential or sensitive information (such as Tax ID) and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 244.1505, NRS 268.028, NRS 332.025, NRS 372.3261, NRS 11.190 (1)(b), NRS 11.190 (3)(d)	None.

Grants: Federal Grants- Real Property and Equipment **LRDA # 2007716**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document real property and equipment purchased with funds from federal grants. This series may include but is not limited to copy of grant application documents; real property documentation (maps, plots, title records, etc.); equipment records (purchase documentation, user manuals, property ID documentation, etc.); tax documentation (assessment records, IRS tax documents, state and local government tax documentation, etc.); disposition records (sales, transfers or discarding records), related correspondence, and similar documentation.	Three (3) federal fiscal years from the date of the disposition, replacement or transfer of the property or equipment, or for the retention period required by the granting authority, whichever is longer.	This record series may contain confidential or sensitive information (such as the Tax ID number) and should be destroyed in accordance with NAC 239.165 when the retention period has expired.	2 CFR 200.333, NRS 205.4617, NAC 239.165 (1)(2)	None.

Grants: Unsuccessful Loan/Grant Applications **LRDA # 20071248**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains applications and supporting documentation relating to federal, state, and private loans/grants submitted by local governmental entities which were not funded or were denied.	As long as administratively useful to the agency.	This record series may contain confidential or sensitive information (such as the Tax ID number) and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 205.4617, NAC 239.165	None.

Financial Records

Housing Authorities Files **LRDA # 20071732**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents various affordable housing programs usually funded by the federal government and managed by local housing authorities and may contain but is not limited to applications for assistance, assistance payment records, tenant information, authorization forms, inspection reports, checklists, income verifications, copies of plans or drawings, state and/or federal forms, related correspondence and similar documents.	For fiscal records retain three (3) federal fiscal years from the submission of the final expenditure report, or for the retention period required by the granting authority, whichever is longer. For property and equipment retain three (3) federal fiscal years from the date of the disposition, replacement or transfer of the property or equipment, or for the retention period required by the granting authority, whichever is longer.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	24 CFR 85.42, 2 CFR 200.33, NRS 315.320, NRS 315.961 to 315.996, NRS 239B.030, NRS 205.4617, NRS 239A.080, NAC 239.165 (1)(2)	None.

Investment Records **LRDA # 2007444**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer investment accounts and may contain but is not limited to investment fund information, records related to specific investments, investment registers, investment reconciliations, confirmations of purchase, bank statements, records which document transaction activity, investment fund balances, investment performance documentation, related correspondence and similar documents.	Six (6) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b)	None.

Financial Records

IRS Section 125 Records

LRDA # **20101833**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document premiums paid on voluntary benefit plans. Records may include but are not limited to employee personal data, employee contribution reports, pre-tax documentation, status reports, payroll deduction reports, and similar information. Premiums paid through IRS approved Section 125 (cafeteria) plans are paid on a pre-tax basis and are excluded from gross income.	Four (4) years after the tax year in which the taxes are due, or four (4) years after the date the tax is paid, whichever is later.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	26 USC 125, 26 USC 106, 26 USC 6039D, 26 CFR 31.6001-1, NAC 239.165	None.

Journal Entries

LRDA # **2007446**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents journal entries detailing accounts to be charged and credited and is used to make adjustments and corrections to accounting records. These types of records usually include information on account number, amount debited, amount credited, account description, and reason for journal entry.	Six (6) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b)	None.

Liens and Releases

LRDA # **20071666**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents liens filled for non-payment of taxes, services or merchandise in accordance with state/federal law. This series may contain but is not limited to notice of lien, refilling form, certificate of release, certificate of subordination, correction notices, certificate of non-attachment, certificate of revocation and reinstatement, certificate of withdrawal, copies of court documents, related correspondence and similar documents.	Retain records related to tax liens for ten (10) calendar years from the date of filing or refilling, whichever is later. Retain records related to liens for merchandise or services for six (6) calendar years from the date of final payment or action.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	26 CFR 301.6502, 26 CFR 301.6103 (a)(1) thru (p)(7), NRS 375A.310, NRS 11.190 (1)(a), NAC 239.165 (1)(2)	None.

Financial Records

Local Government Financial Emergency Files **LRDA # 20071746**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to aid a local government entity throughout a financial crisis and may contain but is not limited to accounting records (including accounts payable, accounts receivable, bank statements, purchase orders, claims, etc.) resolution requesting assistance, audit reports, budgets, contracts and agreements, corrective action plans, meeting records, public hearing records, special reports (financial analysis, proposals, etc.), correspondence and supportive documentation.	Six (6) fiscal years from the end of the fiscal year in which the financial emergency was declared over. Review for historical value.	Portions of this series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.675 to 354.725, NRS 11.190 (1)(a)(b), NRS 205.4617, NRS 239B.030, NAC 239.165	The Nevada Department of Taxation is the office of record for this record series.

Monthly Budget Status Reports **LRDA # 20071517**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the monthly status of local government budgets. This series may contain but is not limited to information on original budget authority, budget adjustments, outstanding encumbrances, unencumbered balances, expenditures to date, amounts expended in the current month, breakdowns by category, supporting documentation and similar information.	Until completion of an annual audit.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.280, NRS 354.624	None

NRS 338.1444 Report **LRDA # 20081761**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents compliance with NRS 338.1444 requirements for awarding of contracts for smaller public work to contractors. At least once each quarter, a local government shall prepare a report detailing, for each public work over $25,000 for which a contract for its completion is awarded pursuant to paragraph (a) of subsection 1, if any: The name of the contractor to whom the contract was awarded; The amount of the contract awarded; A brief description of the public work; and the names of all contractors from whom bids were solicited.	Three (3) fiscal years from the end of the fiscal year to which the report pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 338.1444, NRS 11.190 (3)(d)	A report prepared pursuant to subsection 338.1444 (3) is a public record and must be maintained on file at the administrative offices of the applicable public body.

Payment Card Industry (PCI) – Cardholder Data **LRDA # 20181988**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of Cardholder Data (CHD) obtained during electronic financial transactions where an agency stores, processes or transmits cardholder data received via point of sale systems, phone, email, internet, paper, etc. This sensitive cardholder data is security-related information (primary account number (PAN), expiration date, cardholder name, and service code) used to authorize and process payment card transactions. Any local government agency that processes, stores, or transmits payment card data is required by the card provider (Visa, MasterCard, American Express, etc.) to comply with certain security standards to prevent cardholder data theft.	Retain for no longer than required for legal, regulatory, and/or business requirements. It is recommended this data be retained no longer than ninety (90) days from the completion of the transaction. If you don't need it, don't store it.	This record series containsconfidential/sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	PCI Security Standards Council - Data Security Standard 3.1 to 3.7, NRS 205.602, NRS 603A.040, NRS 603A.215	In accordance with PCI Security Standards Council - Data Security Standard 3.4 – The primary account number (PAN) must be rendered unreadable anywhere it is stored (including on portable digital media, backup media, and in logs).

Payment Card Industry (PCI)-Audit Logs **LRDA # 20181975**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of audit logs created to document compliance with PCI Data Security Standards. Logging mechanisms and the ability to track user activities are critical in preventing, detecting, or minimizing the impact of a data compromise. The presence of logs in all environments allows thorough tracking, alerting, and analysis when something does go wrong.	One (1) fiscal year from the end of the fiscal year in which the log was created with a minimum of three (3) months immediately available for analysis (for example, online, archived, or restorable from backup).	This record series containsconfidential/sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	PCI Security Standards Council - Data Security Standard 10.7, NRS 603A.215	Retaining logs for at least a year allows for the fact that it often takes a while to notice that a compromise has occurred or is occurring and allows investigators sufficient log history to better determine the length of time of a potential breach and potential system(s) impacted. By having three months of logs immediately available, an entity can quickly identify and minimize impact of a data breach.

Payment Card Industry (PCI)-Sensitive Authentication Data **LRDA # 20181973**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of Sensitive Authentication Data obtained during electronic financial transactions where an agency stores, processes or transmits cardholder data received via point of sale systems, phone, email, internet, paper, etc. Sensitive Authentication Data is security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip), PINs, and PIN blocks) used to authenticate cardholders and/or authorize payment card transactions. Any local government agency that processes, stores, or transmits payment card data is required by the card provider (Visa, MasterCard, American Express, etc.) to comply with certain security standards to prevent cardholder data theft.	Retain until authorization of transaction.	This record series containsconfidential/sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	PCI Security Standards Council - Data Security Standard 3.1 to 3.7, NRS 205.602, NRS 603A.040, NRS 603A.215	Per Payment Card Industry (PCI) Data Security Standard (DSS) 3.2-Storage of sensitive authentication data after authorization is prohibited! This data is very valuable to malicious individuals as it allows them to generate counterfeit payment cards and create fraudulent transactions.

Payroll Administrative Reports **LRDA # 2007452**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains reports, statistical studies, and other records designed and used for budget preparation, projections, workload and personnel management, research, and general reference. It consists of summary reports organizing wages, deductions, and other data into categories such as quarter-to-date, year-to-date, fiscal year-to-date, breakdowns by area of expense, employee / employer contributions, and similar administrative reports.	Three (3) fiscal years from the fiscal year to which the reports relate.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 516.5, 42 USC section 405 (c)(2)(C)(viii) [SSN], NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Financial Records

Payroll Deduction Documents **LRDA # 20071686**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer deductions to employee's payroll. This series includes all forms used to input information into system for a payroll deduction, including authorization forms for the deductions.	Retain authorization forms for a period of three (3) fiscal years after the form is cancelled or superseded, or after the termination of the employee. Retain file maintenance documents for two (2) fiscal years from the date of the document.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 516.6 (c), NRS 239B.030, NRS 205.4617, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Payroll Files **LRDA # 2007449**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administrate the payroll of local government employees. This record series may contain but is not limited to employee time records, cost summary reports, detail cost listings, copy of pay register, direct deposit reports, pay worksheets, net pay adjustments, quarterly reports, and similar reports and documents.	Three (3) fiscal years from the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 516.5(a), 29 CFR 516.6(a), NRS 608.115, NRS 11.190 (3)(d)	None.

Payroll Maintenance Reports **LRDA # 20071687**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used in-house to control, correct, and maintain computer data related to the payroll system.	Two (2) fiscal years from the fiscal year to which the document pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 516.6, NRS 239B.030, NRS 205.4617, NAC 239.165 (1)(2)	None.

Payroll Registers or Reports **LRDA # 2007451**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents pay and benefits earned by governmental employees. This series may contain but is not limited to information such as employee name and payroll number, social security number, hours worked, rate, overtime, various allowances, gross pay, federal and other withholdings, voluntary deductions, garnishments, net pay, retirement deductions, leave earned and taken, payroll codes, check number and agency code, warrants issued, warrant register, and related data.	Retain year-end registers/reports for a minimum period of sixty (60) fiscal years from the year to which the record pertains. Retain other payroll registers for a minimum period of six (6) fiscal years from the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405 (c)(2)(C)(viii) [SSN], 29 CFR 516.5(a), 29 CFR 516.6(a), NRS 608.115, NRS 11.190 (1)(b), NRS 11.190 (3)(d), NAC 239.165 (1)(2)	This record series has been used to prove employment, verify retirement, and document longevity for employees when other records were not available. This is the reason for the sixty (60) year retention period.

Payroll Reports / Printouts (office copies) **LRDA # 2007066**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents and verifies staff payroll activities. This series may include but is not limited to copies of internal computer printouts, longevity documents, time and attendance reports, time sheets, leave forms, ledgers, payroll deduction forms and related documents. The official copy of this type of report or printout is usually retained by Treasurers, Comptrollers, Finance Departments, or similar entities.	One (1) fiscal year from date of the document.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239B.030, NAC 239.165 (1)(2)	None.

Postal/Freight Records **LRDA # 20071532**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer and document transactions with the U.S. Postal Service, private couriers (such as FedEx, UPS, etc.) and private carriers concerning postal or freight services. Records may include but are not limited to postal meter records, receipts for postage stamps, receipts for registered and certified mail, receipts and documentation for insured mail, special delivery records, shipping company information, invoices, bills of lading, shipping tags, shipping receipts, shipment logs, documentation on the items being shipped, insurance documentation, loss and/or damage reports, correspondence and related documents.	Three (3) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d)	None.

Financial Records

Procurement and Credit Card Records **LRDA # 20071310**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer the authorization and use of procurement and /or credit cards by local government employees. This record series may contain but is not limited to authorizations, applications, agreements, procurement/credit card logs, policy and procedure guides, and other documents used to create accounts. This series may also contain, but is not limited to, accounting records related to purchases and payment of procurement/credit card bills, related correspondence and similar documents.	Retain records used to createpro curement/credit card accounts for a minimum period of three (3) years after the discontinuation or cancellation of account. Retain accounting records related to procurement/credi t cards until completion of an annual audit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 354.624, NAC 239.165 (1)(2)	None.

Project Ledgers **LRDA # 2007453**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents financial transactions and accounting functions related to capital improvements and permanent assets of the local government. These types of ledgers may include but are not limited to information on financial receipts and expenditures for design, engineering, construction, repair and/or major maintenance of local government owned or operated buildings, facilities, roadways, utilities, public works and other infrastructure.	Permanent.	None	None	None

Property and Equipment Inventory **LRDA # 2007014**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the process of updating and reconciling an inventory of property and equipment owned or operated by a local government. This series may contain but is not limited to copies of purchase orders, monthly property reports, descriptions of items, manufacturer's model and serial number, fiscal reports related to original cost, value reports, commodity codes, memos, correspondence and other related records.	Five (5) fiscal years following update of the inventory.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.625	None

Financial Records

Receipts, All Monies Received **LRDA # 2007454**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents revenue collected by the local government and may contain but is not limited to receipt slips, receipt books, receipt ledgers, fund information, information on the source of money collected, records documenting manner in which it must be apportioned, correspondence and related documents	Three (3) fiscal years from the end of the fiscal year to which the record pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.270, NRS 11.190 (3)(d)	None

Refund Records **LRDA # 20071316**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents credits or refunds to taxpayers for the overpayment of taxes or fees. Information may include but is not limited to account name and number, property location, tax ID number, amount of overage, cause of overage, certifications, written request for credit or refund, copy of receipts, related correspondence, and similar documents.	Three (3) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.220 to 354.250, NRS 354.59888, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Returned Checks, Files **LRDA # 2007521**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents attempts to collect monies for non-negotiable (usually insufficient funds) checks received for payment to agency accounts. Usually includes printouts or reports listing names, addresses, telephone numbers, banks upon which checks were drawn, reasons for return, and similar information.	Three (3) fiscal years after collected or written off as uncollectible.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 205.4617, NAC 239.165 (1)(2)	None.

Revenue Ledgers **LRDA # 2007456**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series provides a financial history of the source of a local government's income.	Permanent.	None	NRS 354.624	None

Financial Records

Revenue Sharing Records

LRDA # **20071514**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the receipt and administration of revenue sharing funds. Records may include but are not limited to affidavits of publication, claim reports, project records, revenue and expenditure summaries, status reports, audit reports, supporting documentation and related records.	Six (6) fiscal years from the end of the fiscal year to which the record pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b)	None

Room Tax Return Files

LRDA # **2007483**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These files are actual monthly remitted reports for room taxes collected from the individual hotels/motels as well as a monthly calculation spreadsheet for remittance of said taxes collected to various agencies. It also includes copies of the agency remittances, payments and calculations.	Three (3) fiscal years after audit.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d)	None

Subsidiary Ledgers or Registers

LRDA # **20071312**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the details of financial transactions such as those related to receipts and expenditures on a daily, monthly, quarterly or similar basis. This record series may contain but is not limited to expenditure ledgers, encumbrance listings, warrant registers, cumulative voucher sheets, and related documents and reports. This record series may also be used to provide backup documentation to the General Ledger.	Six (6) fiscal years from the end of the fiscal year to which the record pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.624	None

Financial Records

Superfund Grant Records **LRDA # 20071663**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents superfund grants and may contain but is not limited to grant financial records and reports, property records, procurement records, time and attendance records, compliance documentation, related correspondence and similar documents	Ten (10) calendar years following the submission of the final Financial Status Report to the Environmental Protection Agency (EPA).	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	40 CFR 35.6700, 40 CFR 35.6705, 40 CFR 35.6710, 40 CFR 31.42 (e)	Review for historical value.

Tax Bills **LRDA # 2007457**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are individual tax bills mailed yearly to each property owner or to the holder of the mortgage on the property, seeking payment of property taxes.	Three (3) fiscal years from the end of the fiscal year to which the record pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 361.480	None

Tax Exempt Bond Files **LRDA # 20181980**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the transaction and expenditure of Tax Exempt Bonds (TEB). Records may include but are not limited to basic records relating to the tax exempt transaction (such as loan agreements, bond counsel opinions, policy guidelines), records documenting the expenditure of TEB proceeds (such as construction contracts, certificates of completion, vendor invoices), records documenting the sources of payment or security of the bonds, if applicable documentation pertaining to any investment of any bond proceeds, related correspondence, and similar records.	Retain for as long as the bonds are outstanding, plus six (6) fiscal years after the final redemption date of the bonds.	If this series contains confidential or sensitive information that information should be destroyed in a secure manner that will prevent its reconstruction.	26 CFR 1.6001 (e), 26 CFR 1.148 (5)(d)(6)(iii)(E), NRS 11.190 (1)(b), NRS 11.190 (3)(d), NAC 239.165	None

Tax Notices **LRDA # 2007458**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are informational notices published at least quarterly in newspapers or posted in public places, specifying the dates property taxes are due, and the penalties for delinquency.	As long as administratively useful.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 361.480	It is recommended this series not be retained longer than three (3) years.

Tax Protest Letters **LRDA # 20071319**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents taxes paid under protest by a taxpayer and may contain but is not limited to name and address of property owner, parcel identification number, legal description, assessed valuation, written statement setting forth the grounds on which the protest is based, request for re-evaluation, transmittal letters, copy of hearing results, court documents, related correspondence, and similar documents.	Six (6) calendar years after final determination.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 361.410 to NRS 361.435, NRS 11.190 (1)(b), NRS 11.190 (3)(a), NAC 239.165 (1)(2)	None.

Tax Receipts and Stubs **LRDA # 2007460**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are receipts issued for the payment of taxes. They include receipt number, date of payment, parcel number, owner's name, current or delinquent tax payment, and amount paid.	Three (3) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239B.030, NAC 239.165 (1)(2)	None.

Tax Redemption Certificates **LRDA # 2007461**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This certificate documents the property description, amount of delinquent taxes due, year of assessment, name of the owner or taxpayer of the property, various taxes, penalties, interest, and other costs added to the property, and a statement documenting the period of redemption.	Permanent.	This record series may contain confidential or sensitive information.	NRS 361.5648 to 361.620, NRS 250.110 to 250.180	None.

Financial Records

Tax Rolls **LRDA # 2007459**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the official record of assessments, tax levied, and changes to the tax roll on properties. Information in this series may include but is not limited to name, address, assessed value, real market value, taxes levied, legal description, code area, property class, information on any changes made since previous tax roll, total exemptions, value as corrected, tax amount due, and tax amount paid.	Permanent.	Portions of this record series may contain confidential or sensitive information.	NRS 239B.030, NRS 250.110 to 250.180	None

Tax Sales Redeemed **LRDA # 2007463**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the payment of delinquent taxes by the person originally assessed on a property that has been sold for delinquent taxes. This series may include but is not limited to payment information, date redeemed, last known owners name, to whom sold or who made payment, property description, years and amounts for which back taxes paid, breakdown of tax and interest amounts, tax redemption certificate, related correspondence and similar documents.	Permanent.	This record series may contain confidential or sensitive information.	NRS 361.5648 to 361.620, NRS 250.110 to 250.180	None.

Tax Sales Reports **LRDA # 2007462**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the sale of property for delinquent taxes. Reports may contain but are not limited to affidavits of publication, information on delinquent owner, description of property, tract or lot, assessed value of property, date of auction or sale, registration / bidder information, payment requirements, information on who purchased property, delinquent tax, penalties and costs, total amount due, amount of sale, supporting documents, correspondence, and related information.	Permanent.	This record series may contain confidential or sensitive information.	NRS 361.585, NRS 361.590	None.

Financial Records

Travel Records **LRDA # 20071258**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents travel arrangements and claims made by staff members, commission and committee members and others associated with a local government. This series may include but is not limited to travel itinerary, request for travel authorization, travel authorization, request for training forms, request for out of state travel, transportation requests, hotel reservation information, per diem vouchers, reimbursement requests, receipts, plane tickets or stubs, parking expense documents, supporting documentation, related correspondence and similar documents.	Three (3) fiscal years from the end of the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 354.624, NRS 239B.030, NAC 239.165 (1)(2)	None.

Trial Balance Reports **LRDA # 20071318**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These reports provide a detailed listing of accounting transactions and may be used in balancing the General Ledger. This series may include information on dates, account numbers, names, transaction codes, fund balances, bank accounts, balance sheets, income statements, month to date balances, year to date balances, and similar documents.	Until the completion of an annual audit.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Unclaimed Property Report **LRDA # 2007464**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the reporting by holders of abandoned accounts in accordance with NRS Chapter 120A. This record series may contain various completed forms and reports as required by the State Treasurer (Administrator of Unclaimed Property), supportive documentation, associated correspondence, and similar material.	Seven (7) calendar years from the date the abandoned property report is filed with the State Treasurer.	This record series is confidential per NRS 120A.145, and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 120A.700, NRS 120A.145, NRS 120A.560, NAC 239.165 (1)(2)	None.

Fire and Rescue Department

Accident Reports **LRDA # 2007549**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents accidents involving departmental vehicles or equipment. Reports may contain but are not limited to date and time of accident, location of accident, type of accident, narrative reports regarding circumstances, parties involved, injury reports, copies of medical treatment reports, property damage reports, vehicle damage reports, witness statements, copies of police reports, departmental forms, notes, photos, correspondence, and related documents.	Three (3) calendar years following resolution or settlement of any claims or legal actions, or from the accident date if no legal action or damage results.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 41.130, NRS 41.139, NRS 41.0309, NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 450B.730, NAC 239.165 (1)(2)	None.

Activity Reports and Logs, Fire Department **LRDA # 2007550**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents departmental activity and operation and usually consists of reports or logs filed on a daily, weekly, monthly, or annual basis. Records in this series may include but are not limited to station logs, incident reports, morning reports, emergency response logs, alarm call reports, medical aid reports, paramedic daily logs, and similar types of activity reports or logs.	Retain annual activity reports Permanently. Retain other reports for five (5) calendar years from the year to which they pertain.	These types of reports are usually statistical in nature and should not contain personally identifying, confidential or restricted information. If there is personally identifying, confidential or restricted information in this record series that information must be protected from public disclosure and the non-permanent records containing that information must be destroyed in a secure manner that will prevent reconstruction of the information.	International Fire Code (IFC) 104.6, Uniform Fire Code (UFC) 104.3.2, NRS 239C.210, NRS 205.4617, NAC 239.165 (1)(2)	This series is useful for reference, performance monitoring, planning and budgeting, position justification, compiling statistical reports, and briefing subsequent shifts.

Fire and Rescue Department

Against Medical Advice Records **LRDA # 20101799**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents refusal by patient of treatment/transport by EMS and/or other first responders.	Six (6) calendar years from the receipt of the record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 450B, NAC Chapter 450B, 45 CFR 164.501, NRS 205.4617, NAC 239.165 (1)(2)	None.

Alarm System Files **LRDA # 20071495**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the inspection and testing of individual fire alarm systems. This series may include, but is not limited to, permits, installation records, construction documents, diagrams, specifications, certifications, record of completion, inspection records, site information, building code reports, instructions, system testing records, system monitoring records, service agreements, maintenance and service reports, emergency contact lists, correspondence, and related documents.	Retain this record series for the functional life of the system.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	International Fire Code Section 907, Uniform Fire Code Section 1007, NRS 477.130, NRS Chapter 239C, NAC 477.365	None.

Ambulance Operating Permits **LRDA # 2007554**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the application process and the receipt or denial of operating permits in accordance with state law and regulation.	Two (2) calendar years after the renewal, denial, revocation, or cancellation of the permit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 450B.120, NRS 450B.200, NRS 450B.840, NRS 11.190 (4)(e), NAC 450B.505 to 450B.645	None

Fire and Rescue Department

Apparatus and Equipment Records

LRDA # **2007558**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records are used to document and administer the management of apparatus and equipment in the possession of fire departments. This series may contain but is not limited to description of item, make and model, operating instructions, identification or license numbers, registrations, owner's manual, location of item, inspection reports, maintenance schedules, maintenance and repair reports, repair history, copies of work orders, test records (ladder, hose, air packs), test result reports, cost summaries, data sheets, inventory control records, accounting documents, control logs or lists, vendor information, photographs, correspondence and related documents.	Retain records related to apparatus and equipment use, inspection, maintenance, repair, and disposition for the life of the unit. If involved in an accident retain for the life of the unit plus an additional three (3) calendar years. Retain test related records for a minimum period of five (5) calendar years from the date of test. Retain related inventory control and accounting records until completion of an annual audit.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	International Fire Code (IFC) 104.6, NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 354.624, NRS 239C.210, NRS 477.030, NAC 239.165 (1)(2)	The series does not include hydrant records.

Building Inspections (Fire Department)

LRDA # **2007567**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the inspection of commercial buildings, public buildings, structures, child care facilities, long-term care facilities, warehouses, parks, and similar facilities by fire departmental personnel for fire hazards, conformity with fire codes and regulations, and for other reasons permitted by state law/regulation or local policy. This series may include but is not limited to inspection reports, cumulative inspection history, violation notices, citations, documents verifying that the violation has been corrected, re-inspection forms and reports, notes, memos, photos, correspondence and related documents.	Retain records related to construction inspections for a minimum period of six (6) calendar years from the date of the inspection. Retain records related to annual fire code building inspections for a minimum period of five (5) calendar years from the date of the inspection.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	International Fire Code (IFC) 104.6.2, Uniform Fire Code (UFC) 103.3.4, NRS 459.3819, NRS 459.3822, NRS 11.202, NRS 432A.180, NRS 278.0231, NRS 239C.210, NRS 11.203	None.

Fire and Rescue Department

Building Plans **LRDA # 2007568**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of copies of building plans for public and/or commercial buildings and structures. This series may contain but is not limited to blueprints, engineering drawings, as built drawings, specifications, grounds (landscape) drawings, photographs and similar documents.	Life of building or structure.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090 (Homeland Security Act), NAC 239.165 (1)(2)	None.

Burn Injury Reports **LRDA # 20071478**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reports received from providers of health care of any person who comes or is brought for the treatment of second or third degree burns to 5 percent or more of the body, burns to his upper respiratory tract or laryngeal edema resulting from the inhalation of heated air; or burns which may result in death.	Six (6) calendar years from the date of the report.	This record series may contain confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 164.530 (j)(2), NRS 629.045, NRS 629.051, NAC 239.165 (1)(2)	None.

Controlled Substance Inventory and Use File **LRDA # 20121874**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the inventory and use of controlled substances in emergency response vehicles in accordance with state and federal law.	Two (2) calendar years after the date of the record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	21 CFR 1304.04, NAC 639.482, NAC 639.485, NAC 239.165 (1)(2)	None.

Dispatch Logs **LRDA # 20071479**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of printouts or manual logs maintained by emergency dispatch units. Log usually contains name of dispatcher, date and time call received, type of call (phone, radio, in-person) complainant name, address / phone number, nature of call, units dispatched, time dispatched, action taken, and related data.	One (1) calendar year from the date of last entry, or from the date of printout.	Summaries of the information in this record series may also be found in the "Activity Reports and Logs, Fire Department" record series.	None	None

Dispatcher, Audio Tapes **LRDA # 2007571**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of audio tapes of incoming emergency calls, fire and emergency dispatches, radio activity, and 9-1-1 calls. Tapes are maintained on a 24-hour basis.	Sixty (60) days from the date of transcription, or if not transcribed sixty (60) days from the date of the tape.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 450B.120, NRS 450B.130, NRS 707.500, NAC 450B.578, NAC 450B.611	None

Duty Roster **LRDA # 2007574**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of logs, reports, or printouts of daily, weekly, or monthly work assignments.	One (1) calendar year from the end of the calendar year to which the record pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Emergency Medical Incident Records - Youth **LRDA # 20181991**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents services provided by fire or emergency medical services (EMS) personnel to sick or injured people. Information may include but is not limited to date, time, and incident location, type of call, responding unit information, patient information, type of injury or illness, preliminary impressions, action taken, patient status, medical release authorizations, signed consent forms, pre-hospital treatment records, related reports and logs, correspondence, and similar data.	Retain these records until the individual attains the age of 23.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 450B, NRS 629.021, NRS 629.031, NRS 629.051, NRS 41.500, NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 450B.450, NAC 450B.505 to 450B.645, NAC 450B.620 to 450B.645, NAC 239.165 (1)(2)	None.

Emergency Medical Incident Records-Adult **LRDA # 2007555**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents services provided by fire or emergency medical services (EMS) personnel to sick or injured people. Information may include but is not limited to date, time, and incident location, type of call, responding unit information, patient information, type of injury or illness, preliminary impressions, action taken, patient status, medical release authorizations, signed consent forms, pre-hospital treatment records, related reports and logs, correspondence, and similar data.	Six (6) calendar years from the date of receipt or production of the record, whichever is later.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 450B, NRS 629.021, NRS 629.031, NRS 629.051, NRS 41.500, NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 450B.450, NAC 450B.505 to 450B.645, NAC 450B.620 to 450B.645, NAC 239.165 (1)(2)	None.

Evidence Log **LRDA # 20071476**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of a log, report, or similar record used to track and document the chain of possession of evidence used in fire investigations.	Five (5) calendar years from the final disposition of the investigation.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	International Fire Code (IFC) 104.6, and 104.10, Uniform Fire Code (UFC) 104.3.2, NRS 11.190 (3)(d)	None

Explosives: Storage and Use Permits **LRDA # 20071468**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the issuance of permits authorizing the manufacture, possession, storage, sale; display, use, or disposal of explosives for construction and demolition projects, fireworks, theatrical pyrotechnics, and other applications. This series may include but is not limited to applications, State Fire Marshall certificates, inspections, permits, insurance or bond verifications, fee payments, notes, forms, correspondence, and related documents. Information often includes name and address of permitted, license information (if applicable), location of use, amount and type of explosives used, conditions, emergency response procedures, and related information.	Five (5) calendar years from the renewal, suspension, revocation, or expiration of the permit.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	International Fire Code (IFC) 3301.2, Uniform Fire Code (UFC) 7701.3.1, NRS 11.190 (1)(b), NRS 11.190 (4)(e), NAC 477.710 to 477.73, NAC 239.165 (1)(2)	None.

Exposure Reports **LRDA # 20071233**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These types of reports are completed when a fire fighter is exposed to toxic fumes, smoke, or chemicals during the course of fire fighting. It is used to verify exposure in case of illness. This series may include but is not limited to employee's name, position, station, address where injury occurred, name and type of occupancy, date and time of exposure, incident number, description of exposure, duration of exposure, symptoms present, copies of medical reports, date and signature of employee, and date and signature of supervisor.	Thirty (30) calendar years from the employee's termination of employment.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1910.1020 (d)(i), NAC 239.165 (1)(2)	This series is often filed with the "Firefighter Medical Files" record series.

False Alarm Reports **LRDA # 20071467**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of information pertaining to false alarms, outcries, or reports of fire. These reports may include but are not limited to the date and time of the report, the location, any identifying characteristics of the caller, the number of responding units, and the time it was ascertained as a false report.	Two (2) calendar years from the date of the report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 475.100, NRS 11.190 (4)(a)(e)	None

Fire and Rescue Department

Fire Alarm Reports, Daily **LRDA # 20071472**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of logs, reports, listings, and similar records of the daily fire alarm soundings and calls received by departmental personnel.	Ninety (90) days from date of report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Fire Codes **LRDA # 2007583**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents fire codes and supplements to such codes, adopted by ordinance for the local government.	Until superseded.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Fire Department Training Files **LRDA # 2007629**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer employee development and training. This series may contain but is not limited to employee name, social security number, badge or ID number, training bulletins, request for training forms, training plans, training exercises, test scores, training certificates, training history, documentation of continuing education, records documenting completion of mandatory training requirements, fire academy reports and records, course outlines, courses taken, copies of course material, attendance records, proficiency tests, certificates, training evaluations, reports detailing training needs, records authorizing and administering the granting of educational leave, training summaries, logs, lists, reports, photos, forms, related correspondence and similar records.	Three (3) calendar years from the transfer, separation, retirement, or termination of the employee.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 477.039 to 477.090, NAC 477.2835, NRS 239C.210, NAC 239.165 (1)(2)	A copy of the employee's development and training information should be sent to the employee and the new agency upon transfer.

Fire Hydrant Records **LRDA # 2007586**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the installation, location, inspection, maintenance, repair, and replacement of fire hydrants. This series may include but is not limited to installation records, location, fire flow rate, main size, water available, hydrant number, type (2 way, 3 way), lateral size, height from ground, inspection reports, condition, maintenance and repair records, pressure test results, damage reports, removal and replacement records, notes and remarks, and related documents.	Retain flow cards Permanently. Retain other records in this series for two (2) calendar years after the hydrant is moved, replaced, or no longer in service.	This record series may contain confidential or restricted information.	International Fire Code (IFC) 104.6, Uniform Fire Code (UFC) 103.3.4, NRS 239C.210, NRS 11.190 (4)(e)	None.

Fire Investigation Records **LRDA # 2007597**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents investigations conducted by fire department personnel to determine the cause, origin, and circumstances of fires or fire related incidents. This series may contain but is not limited to investigation notes and reports, lab reports, casualty reports, damage reports, run reports, interviews, witness statements, transcripts, copies of police reports, suspect information, copy of arrest report, evidence log, court documents, insurance reports, vehicle records, photographs, audio-visual tapes, newspaper clippings, findings, determinations, disposition, final or summary report, correspondence, and similar records.	Six (6) calendar years from the close of the investigation, or if related to a criminal incident six (6) calendar years from the final disposition of the case.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	International Fire Code (IFC) 104.6, Uniform Fire Code (UFC) 104.3.2, NRS 475.125, NRS 205.005 to 205.030, NRS 171.085, NRS 629.045, NRS 475.125, NRS 200.030, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Fire Investigation Records - Juvenile Offenders (Arson) **LRDA # 2007599**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Records in this series pertain to juveniles who are suspected of, or have been arrested for, willfully or maliciously burning or attempting to burn, (with or without intent to defraud), a dwelling house, public building, motor vehicle or aircraft, personal property of another, wild land, etc. This series may contain but is not limited to investigation notes and reports, lab reports, casualty reports, damage reports, run reports, interviews, witness statements, transcripts, copies of police reports, suspect information, copy of arrest report, criminal history (if any), hearing or court documents, probation reports, insurance reports, vehicle reports, photographs, audio-visual tapes, newspaper clippings, findings, determinations, prevention and intervention program records, disposition, final or summary report, correspondence, and similar records.	Six (6) calendar years after the juvenile reaches the age of majority.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 62H.100 to 62H.170, NRS 62H.010, NRS 11.190 (1)(a), NAC 239.165 (1)(2)	None.

Fire Prevention Education Programs **LRDA # 20071475**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents fire prevention education programs and similar outreach programs provided to the public by fire departments. This series may contain but is not limited to program descriptions, instructional materials, enrollment and attendance records, reports, speeches, handouts, brochures, films, posters, pamphlets, and similar documents.	One (1) calendar year after the end of the program.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Fire and Rescue Department

Fire Reports **LRDA # 2007600**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consist of reports and other records documenting fires and fire related incidents. Information may include but is not limited to incident number, date and time, conditions, type of alarm, method of alarm, type of situation found, action taken, number of personnel involved, engines and other vehicles at scene, method of extinguishing, equipment involved, property used, number of hydrants used, investigative reports, reports of incident-related injuries and deaths, dollar loss and extent of damage reports, notes, forms, photographs, audio/video tapes, correspondence and similar documents.	Retain reports documenting fatalities, arson, major fires, and fires of significance to the jurisdiction permanently. Retain other fire reports for a minimum period of six (6) calendar years from the date of final action.	This record series may contain confidential or restricted information and non-permanent records should be destroyed in a secure manner that will prevent reconstruction of the information.	International Fire Code (IFC) 104.6, Uniform Fire Code (UFC) 104.3.1 to 104.3.2, NRS 239C.090, NRS 11.190 (1)(a), NRS 171.085, NAC 239.165 (1)(2)	The determination of fires considered major fires or fires of significance to the jurisdiction should be done by Fire Chiefs or the State Fire Marshall.

Fire Station and Facility Inspection Records **LRDA # 20121877**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series documents the periodic inspections of fire station and facilities to check for damage and recommend repairs and maintenance.	Three (3) calendar years from the date of the inspection or correction of any violations (if applicable).	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Uniform Fire Code 103.3.4, NRS 239C.090, NRS 239C.210	None.

Fire System Licensing Files **LRDA # 20071493**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the licensing of persons engaged in the sale, leasing, installation or servicing of fire systems and components of fire systems.	Three (3) calendar years from the renewal, suspension, revocation, or expiration of the permit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	Uniform Fire Code 1001.4, Uniform Fire Code Section 1003, NRS 477.030, NRS 477.033, NAC 377.300, NAC 477.335 to 477.370, NRS 11.190 (3)(d)	None

Firefighter Medical Files **LRDA # 20071466**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document an individual firefighter's work related medical history. This series may contain but is not limited to medical and/or physical examination records (pre-employment, pre-assignment, periodic, or episodic), required tests, X-rays, records of significant health or disability limitations related to job assignments, documentation of work related injuries or illnesses, hearing test records, hazard exposure records, injury reports, first aid incident records, physical examination statements, medical release authorizations, signed consent forms, correspondence and related documents.	Six (6) calendar years after the death of the firefighter. (See NAC 617.080 (2))	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 164.530 (j)(2), NRS 616C.052, NRS 617.135, NRS 617.454 to 617.457, NRS 617.485, NRS 616A.400, NAC Chapter 617, NAC 239.165 (1)(2)	Hazard exposure records document an employee's exposure to hazardous conditions such as chemicals, toxic substances, blood-borne pathogens, biological agents, bacteria, virus, fungus, radiation, noise, dust, heat, cold, vibration, repetitive motion, or other dangerous conditions.

Hazardous Material Incident Records **LRDA # 20071480**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the investigation of hazardous material accidents or incidents including releases. This series may include but is not limited to incident reports, reports of personnel involved, cause reports, emergency response reports, clean-up operations reports, decontamination reports, follow-up reports, name and address of responsible party, correspondence, and related documentation.	Retain records related to responding personnel for a minimum period of thirty (30) calendar years after employee separation. Retain other records related to incident for a minimum period of thirty (30) calendar years from the date of last action.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1910.1020, 29 CFR 1910.120, NRS 477.039, NRS 477.047, NRS Chapter 459, NRS Chapter 239C, NAC 239.165 (1)(2)	This series should be reviewed for historical value before destruction.

Hazardous Material Reference Guide **LRDA # 2007581**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This a reference guide developed by the State Fire Marshal in cooperation with local fire departments for use by state and local personnel who respond to accidents and incidents involving hazardous materials. The reference guide provides information regarding procedures for responding to the first critical moments of an accident or incident involving hazardous materials.	Until superseded.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 459.773, NRS 459.3819, NRS 239C. 210, NAC 239.165 (1)(2)	None.

Hazardous Materials Storage Permit Files **LRDA # 20071482**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents and controls the permits for the storage of hazardous materials and extremely hazardous materials issued in accordance with state law/local ordinance. The files may contain but are not limited to facility information (name, address, phone numbers, contact names, etc.), map of facility, applications, list of chemicals and other hazardous materials being stored, financial worksheet, fee information (copy of check, receipt, etc.), related correspondence and similar documentation.	Five (5) calendar years from the date expiration, revocation or suspension of the permit.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	International Fire Code (IFC) Section 105, Uniform Fire Code (UFC) Section 105, NRS 477.030 to 477.031, NRS 477.045, NRS 459.3819, NRS Chapter 239C, NAC 477.323, NAC 239.165 (1)(2)	None.

Maps and Plans of Water Systems **LRDA # 2007648**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents maps, plans, blueprints, and similar records. This series is useful for locating fire hydrants, water mains, connections, valve locations and other water supplies used during fire emergency responses.	Until superseded.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 239C, NAC 239.165 (1)(2)	None.

Maps, Fire Department **LRDA # 2007601**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of maps and related records maintained by fire departments which may be useful for reference, planning, verifying addresses, and for tracking various trends such as fire frequency and location, arson fires, and similar trends.	Until superseded.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Mutual Aid Agreements **LRDA # 2007609**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents mutual aid agreements between individual fire departments and other parties (usually other municipalities, state or federal government) for providing firefighting, fire protection, emergency response, and other related services. This series may include but is not limited to agreement information on first alarm response, dispatch, incident command, training, expenses, billing, and similar data.	Retain record of agreement for a minimum period of six (6) calendar years from the termination of the agreement. Retain expense and billing information related to mutual aid agreements for a minimum period of three (3) fiscal years from the fiscal year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 414.060, NRS 11.190 (1)(b), NRS 11.190 (3)(d)	None

National Fire Incident Reporting System (NFIRS) **LRDA # 20071483**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of statistical reports and related data submitted to the State Fire Marshall by local fire jurisdictions documenting fire and related incidents.	Ninety (90) days from the date report is submitted to the State Fire Marshall.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 477.030, NAC 477.905	None

Permit Files **LRDA # 20071481**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents operational, construction, and special event /use permits issued by fire departments. This series may contain but is not limited to permit application, site review reports, plan review reports, copies of inspection reports, code reviews, special requirement reports, copy of applicable certificates, copy of permit, fee payment records, supporting documents, correspondence, and related data.	Five (5) calendar years from the denial, renewal, revocation, or expiration of the permit.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	International Fire Code (IFC) Section 105, Uniform Fire Code (UFC) Section 105, NRS 11.190 (3)(d)	None.

Pre-Fire Planning Reports **LRDA # 2007635**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of planning and survey reports, building plans, and similar records used to plan firefighting strategies.	One (1) calendar year after updated.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 239C, NAC 239.165 (1)(2)	None.

Radio Frequencies **LRDA # 2007638**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests for, and assignment of, radio frequencies. This series may include but is not limited to radio frequency authorizations, radio use records, frequency use agreements, applications, permits, copy of licenses, logs, forms, supporting documents, correspondence, and similar data.	Six (6) calendar years from the expiration or renewal of the authorization or agreement.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	47 CFR 2.103, 47 CFR 90.20, NRS 11.190 (1)(b), NRS 239C.210 (2)(f)	None.

Reports of Drills **LRDA # 20071491**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the results of drills performed to instruct individuals in the appropriate procedures to be followed in the event of an emergency.	Two (2) calendar years from the date of the drill.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 394.170, NRS 432A.077, NRS 432A.180, NAC 432A.280, NRS 239C.210 (c), NAC 239.165 (1)(2)	None.

Responses, No Fire or Casualties **LRDA # 2007641**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents responses which do not involve fire or casualties such as fuel spills, arcing power lines, and similar calls for assistance. Information in this series may include but is not limited to date, time, and location of incident, units responding, specific response, correspondence, and similar data.	Two (2) calendar years from the date of response.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Retrofitting Files **LRDA # 20071487**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of files on buildings doing retro fits to comply with fire codes.	Three (3) calendar years from the close of the file.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NAC 239.165 (1)(2)	None.

School Master Files **LRDA # 2007643**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents school plans and may contain but is not limited to plans, blueprints, as built drawings, schematics, calculations and specifications, photographs, associated correspondence, and related documents.	Life of building.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 477.030, NRS 392.450, NRS 394.170, NRS Chapter 239C, NAC 239.165 (1)(2)	None.

Fire and Rescue Department

Standard Operating Procedures **LRDA # 2007644**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the various standard operating procedures and guidelines adopted by fire departments.	Five (5) calendar years after superseded.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 239C, NAC 239.165 (1)(2)	Review for historical value.

Vacation Rosters **LRDA # 2007633**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents approved employee vacations.	Two (2) calendar years from the posting of the roster.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 CFR 516.6, NRS 608.115	None

AIDS Drug Assistance Program Client Files **LRDA # 20121856**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the AIDS Drug Assistance Program. The records may contain but are not limited to applications with associated documentation, approval or denial documentation, copies of client financial records, related correspondence and similar records.	Three (3) federal fiscal years from the end of the fiscal year to which it pertains.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 300ff-11 et seq., NRS 441A.220, NAC 239.165	None.

Air Pollution: Data **LRDA # 2007650**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents compliance with federal and state law to monitor and collect ambient air quality data for pollutants deemed to be harmful by the U.S. Environmental Protection Agency (EPA).	Five (5) calendar years from the end of the calendar year to which the record pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 445B.580, NAC 445B.315	None

Air Pollution: Inventory of Emissions **LRDA # 2007651**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is a comprehensive listing, by source, of air pollutant emissions associated with a specific geographic area for a specific time interval.	Permanent.	None	40 CFR 58.15	None

Ambulance Service Permits File **LRDA # 20071273**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains the information required to be submitted with an application for issuance or renewal of a service permit for the operation of an ambulance, air ambulance and vehicles of a firefighting agency used in emergencies. This series may contain but is not limited to initial/renewal permit application, inspection reports, background information, correspondence and related documentation.	Three (3) years after expiration.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 450B.200 through 450B.230, NAC 450B.510 through 450B.640, NRS 11.190 3d	None

Application for Solid Waste Permits: Denied, Incomplete or Withdrawn **LRDA # 20071444**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the applications that were never finalized of facilities that store, treat and/or dispose of solid materials in accordance with federal and state law and regulation. This series may contain but is not limited to draft application, design plans, emergency preparedness plan, closure plan, financial assurance plan, evaluation documentation, letter of deficiencies, denial letter, supporting documents, correspondence, and similar documentation.	Three (3) calendar years from the end of the calendar year in which the last action was recorded.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	42 USC section 6912, 40 CFR Parts 257 and 258, NRS Chapter 444, NRS 11.190(3)(d) and NAC Chapter 444	None

Birth Certificates **LRDA # 2007654**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains the original certificate of birth for all births occurring in the county.	Permanent.	This record series contains restricted information. See NRS 440.170 and NAC 440.070 for further details.	NRS 440.240, NRS 440.170(1); NRS 440.650(2), NAC 440.070(2)	None.

Burial Transit Permits **LRDA # 2007655**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents transit permits issued in accordance with state law and regulation. Permits indicate the name of the cemetery, mausoleum, columbarium or other place of burial where the human remains will be interred, inurned or buried.	One (1) calendar year from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 440.500, NAC 451.130	None

Burning Permits **LRDA # 20071474**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents permits issued to individuals for open air burning. Information may include but is not limited to name, address, phone number, location of burn, fire protection equipment and conditions required, date and time, and signatures of permitted and issuing officer.	Two (2) calendar years after the denial, revocation, or expiration of the permit, or for the period required by local ordinance, whichever is longer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (4)(e)	None

Certificate of Occupancy Logs **LRDA # 2007657**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains copies of certificates of occupancy which document that a structure complies with the minimum health standards required by state and local laws.	Three (3) calendar years from the end of the calendar year to which the record pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d)	None

Certificates of Stillbirth **LRDA # 2007658**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains certificates or forms documenting stillbirths.	Permanent.	This record series contains restricted information. See NRS 440.170 and NAC 440.070 for further details.	NRS 440.340, NRS 440.170(1); 440.650(2); and NAC 440.070(2)	None.

Closures of Facilities **LRDA # 2007659**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the closure of food and other types of facilities due to violations of state and /or local health laws or regulations.	Six (6) calendar years from the end of the calendar year to which the record pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b), NRSD 11.190 (3)(d)	None

Communicable Disease Case Files **LRDA # 20121858**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of confidential case files of reportable communicable diseases. The file may include but is not limited to patient's name, age, sex, race, birth date, occupation, employer, address, disease, diagnosis, date of diagnosis, lab results, reporting physician; hospital or agency, copies of notification letters, copies of medical records or reports, CDC forms, related correspondence and similar records.	Six (6) calendar years from the date of receipt or production.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 USC section 1320d-2 (d)(2), 42 USC section1320d-6, 45 CFR 164.502, NRS 449.720, NRS 629.061.NRS 441A.220, NAC 239.165	None.

Communicable Disease/TB Control Reports **LRDA # 20121860**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of statistical reports documenting confirmed cases of communicable disease. Reports may contain but are not limited to coded patient information, special studies, narratives on communicable diseases within the county, and similar data.	If the reports are submitted to a regulatory body (such as the State Board of Health, State Health Officer, State Health Division, CDC) retain for a minimum period of two (2) calendar years from the date of submission, or for the period required by the regulatory agency, whichever is longer. If the reports are not submitted to a regulatory agency retain permanently.	These are usually statistical reports and should not contain personally identifying information. If the reports do contain personally identifying information that information is confidential and must be destroyed in a secure manner.	NRS Chapter 441A and NAC Chapter 441A	None.

Daily Meteorological Data **LRDA # 2007662**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This information is often used in the permitting process to document meteorological conditions related to air quality.	One (1) calendar year from the end of the calendar year to which the record pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value

Dairy Samples **LRDA # 2007663**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the results of milk and other dairy product samplings for compliance with state and local quality standards.	Three (3) calendar years from date results received.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NAC 584.5782	None

Health Departments

Death Certificates **LRDA # 2007664**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains the original certificate of death for all deaths occurring in the county.	Permanent.	This record series contains restricted information. See NRS 440.170 and NAC 440.070 for further details.	NRS 440.240, NRS 440.170(1), NRS 440.650(2), NAC 440.070(2)	None.

Delayed or Altered Birth Records **LRDA # 20071566**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the alteration of birth certificates. The files may consist of but are not limited to delayed or altered certificates filed in accordance with NRS 440.630 and supporting documentation.	Permanent.	This record series contains restricted information. See NRS 440.170 and NAC 440.070 for further details.	NRS 440.630, NRS 440.170(1), NRS 440.650(2), NAC 440.070(2)	None.

Dog Bites **LRDA # 2007665**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains reports of dog bites and may include but is not limited to case number, information on person bitten, incident information, treatment given, dog type, results of investigation, correspondence and similar documents.	Two (2) calendar years from the date of the report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NAC 441A.425	None

Emergency Medical Services (EMS) Course Files **LRDA # 20071275**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer and document EMS Training Courses as required by NRS 450B.155, NRS 450B.1905, NRS 450B.191, NRS 450B.195, NRS 450B.850 and NAC 450B.720 to 725. This series may contain but is not limited to notice to conduct EMS training form, course materials submitted for approval, course outlines, individual and/or agency request for approval of EMS course, approval/denial letters, letters of authorization, assigned course numbers, testing documents, course completion reports, attendance summary, skills summary, training records, record of completion of training, course evaluations, correspondence, and related documentation.	Three (3) years from the completion of the training program.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 450B.155, NRS 450B.1905, NRS 450B.191, NRS 450B.195, NRS 450B.850 and NAC 450B.720 to 725	None

EMS License / Certification Files **LRDA # 20071274**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer and document the application for permit, licensure and/or certification for all categories of emergency medical technicians, firemen, ambulance attendants and first responders pursuant to NRS Chapter 450B and NAC Chapter 450B. The files may contain but are not limited to applications, training completion reports (original and renewals), copies of certification and/or license, renewal forms with supportive documentation, copy of fingerprint cards, copy of current CPR training card, DMV license checks, copy of current driver's license, related correspondence and similar documents.	Retain the core application documents and the documentation for the last three most current renewal cycles for a minimum retention period of three (3) years after the expiration, revocation or suspension of the certification, permit, or license.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 450B and NAC Chapter 450B, NRS 11.190 3d, 42 USC section 405 (c)(2)(C)(viii).	None.

Food Protection Manager Certification **LRDA # 20121840**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer and document the certification process for issuing and / or renewing a Certified Food Protection Manager certificate and photo ID card from the Health Department or District. Records in this series may include but are not limited to certification applications (new and renewal), photo identification, training completion reports and / or certificates, supportive documentation, application fee payment documentation, related correspondence and similar documents.	Three (3) calendar years after the expiration of the certificate.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 446.198, NRS 11.190 (3)(d)(e), NAC 239.165	None.

Health Protection Complaint Files **LRDA # 20121852**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series documents complaints made to health departments/districts regarding food-borne illness, trash nuisances, sewage problems, food or product complaints, food establishments, conditions, and other complaints. The record includes county, city and/or town, complainant's name and address, a brief description of the complaint, action taken, and remarks.	Three (3) calendar years from date of entry.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d)	None.

Health Protection Permit Files **LRDA # 20121853**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series consists of the permits issued by health departments/districts including, but not limited to: food establishments (including bakeries, public schools, airline food service providers, etc.) public spas, public bathing facilities, septic tank pumping contractors and individual sewage systems. The files may include but are not limited to application, inspection reports, copies of invoices, copies of permits issued, renewals, complaints, hearing documentation, related correspondence and similar documents.	Retain for a period of six (6) calendar years from the expiration of the permit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 446 and NAC 446.	None.

Health Protection Temporary Permit Files **LRDA # 20121854**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series consists of permits and certificates issued to applicants on a temporary basis for such events as fairs, special events and similar occasions. The file may contain but is not limited to application, fee information, inspection reports, related correspondence, and similar material.	Three (3) calendar years from final date of event.	None	None	None

Immunization: Consents **LRDA # 2007667**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of forms, questionnaires and consents related to adult and/or children's immunizations.	Six (6) calendar years following end of calendar year in which consent form was signed.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 164.530 (j), NRS 629.051, NRS 449.720, NAC 239.165 (1)(2)	None.

Immunization: Statistics **LRDA # 2007668**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains statistical reports printed either on a regular basis or upon request and are used to administer and monitor adult / child immunization programs by health officials.	Permanent.	None	None	None

Inspection Reports and Files **LRDA # 2007669**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to review plans for compliance with public health laws in accordance with state law and regulation. The files may include but are not limited to blueprints, plans, maps, public notices, letters of approval or denial, complaints and investigation reports, copies of construction and occupancy permits, equipment standards, fee documents, hearing documentation, related correspondence and similar material.	Six (6) calendar years from the date of inspection.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b), NRS 11.190 (3)(d), NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	Review for historical value.

Inventory of Hazardous Waste **LRDA # 2007670**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents hazardous waste inventories in accordance with state and federal law/regulation.	Permanent.	This record series may contain restricted information.	NRS 239C.090, NRS 239C.210	None.

ISDS (Individual Sewage Disposal Systems) - Commercial Files **LRDA # 20071438**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to review plans for the construction or remolding (improvement) of commercial sewage disposal systems as required by NRS 444.650 and NAC 444.750 to 444.8396. This series may include but is not limited to name, address and current phone number of the applicant, application for permit to construct a residential or commercial individual sewage system, sewage system plans, the legal description of the property, including the lot and block number, township, range, section and assessor's parcel number, on which construction, alteration or extension is proposed, specifications (including any details on installation and/or use of wells), engineering plans, soil tests, transmittal letter, project review letter of approval or denial, copy of occupancy permit, related correspondence and similar documents.	Forty (40) calendar years from the end of the calendar year in which the permit was approved, or six (6) calendar years from the end of the calendar year in which the system failed and is replaced with another system or is incorporated within a community system. Permits that were not approved, or were withdrawn, may be disposed of one (1) calendar year from the end of the calendar year in which the permit was received.	Records in this record series may be considered restricted under the state Homeland Security Act (NRS Chapter 239C). This record series should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 444.650, NAC 444.750 to 444.8396, NRS Chapter 239C, NAC 239.165 (1)(2)	"Commercial" includes any business using its own sewage disposal system not connected to a community sewage system.

ISDS (Individual Sewage Disposal Systems) - Residential Files **LRDA # 20071439**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to review plans for the construction or remolding (improvement) of commercial sewage disposal systems as required by NRS 444.650 and NAC 444.750 to 444.8396. This series may include but is not limited to name, address and current phone number of the applicant, application for permit to construct a residential or commercial individual sewage system, sewage system plans, the legal description of the property, including the lot and block number, township, range, section and assessor's parcel number, on which construction, alteration or extension is proposed, specifications (including any details on installation and/or use of wells), engineering plans, soil tests, transmittal letter, project review letter of approval or denial, copy of occupancy permit, related correspondence and similar documents.	Forty (40) calendar years from the end of the calendar year in which the permit was approved, or six (6) calendar years from the end of the calendar year in which the system failed and is replaced with another system or is incorporated within a community system. Permits that were not approved, or were withdrawn, may be disposed of one (1) calendar year from the end of the calendar year in which the permit was received.	Records in this record series may be considered restricted under the state Homeland Security Act (NRS Chapter 239C). This record series should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 444.650, NAC 444.750 to 444.8396, NRS Chapter 239C, NAC 239.165 (1)(2)	"Residential" means a single family dwelling with a sewage disposal system not connected to a community sewage system.

Laboratory Services: Accessions of Specimens Records **LRDA # 20181953**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the daily receipt of specimens for testing in the laboratory. The record may include but is not limited to specimen identification number, date and time of receipt, condition at time of receipt, disposition of specimen, date of testing, identity of person who performed the test.	Two (2) calendar years from the date of receipt.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 CFR 493.1105 (a)(1), 42 CFR 493.1283, 42 CFR 1231, NRS 652.135, NAC 239.165	None

Laboratory Services: Analytic Systems Records **LRDA # 20181954**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the ongoing mechanism to monitor, assess and correct problems indicated through analytic systems quality testing. The records may include but are not limited to testing documentation (including performance specifications), inspection reports, policies and procedures for testing, plan of corrective action, copies of accident and incident reports, assessment reports, and similar documentation.	Two (2) calendar years from the date of the record.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 CFR 493.1251 through 493.1283, 42 CFR 493.1105 (a) (3) (i), 42 CFR 1231, NRS 652.140, NAC 652.320, NAC 239.165	None

Laboratory Services: Authorization or Request for Test Records **LRDA # 20181955**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the request or authorization for testing specimens. The records may include but are not limited to name and identification number of the person from whom the specimen was taken, name of authorized person or laboratory that submitted the specimen, the date and time the specimen was taken and the type of test (or tests) required.	Two (2) calendar years from the date of testing.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (1), 42 CFR 1231, NRS 652.135, NAC 239.165	None

Laboratory Services: Logs, Worksheets, Instrument Printout Reports **LRDA # 20181948**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These reports document the primary activities and accomplishments of laboratory related services. Reports are usually compiled on a daily, weekly or monthly basis with a summary report created annually. This series may contain but is not limited to narrative of various laboratory activities, records documenting staff participation in activities, achievement reports, printouts, worksheets, program information, correspondence, and similar documents.	Two (2) calendar years from the date of the report.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (3), NRS 652.135, NAC 239.165	None

Laboratory Services: Procedures, Protocols, Instrument Maintenance, Validations **LRDA # 20181951**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of written instructions, rules and guidelines (often in manual or booklet form) documenting current and past authorized departmental policies and procedures. The series may include but is not limited to established departmental data verifying the suitability of methods and procedures and records of the maintenance, use, and care of departmental instrumentation.	Two (2) calendar years from the date of last use.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (3)(i)(5), NRS 652.135, NAC 239.165	None

Laboratory Services: Proficiency Test Reports **LRDA # 20181950**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the competency of the performance of various laboratory activities. This series may include but is not limited to reports, studies, worksheets, related correspondence and similar documents.	Two (2) calendar years from the date of the report.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (4), NRS 652.135, NAC 239.165	None

Laboratory Services: Quality Control and Quality Assurance Records **LRDA # 20181949**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of quality control reviews performed by the department to check the effectiveness of established policies and procedures. Series may include but is not limited to investigative reports, checklists, copies of documents used in the review or audit, staff reviews, copies of policies and procedures, comparison reports, audit work papers, studies, questionnaires, staff training documentation, copies of safety manuals, related correspondence, and similar documents.	Two (2) calendar years from the date of the report.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (3), NRS 652.135, NAC 239.165	None

Laboratory Services: Slides, Cytology **LRDA # 20181960**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of slides used in specific cytology tests.	Five (5) calendar years from the date of examination	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (7)(i)(A), 42 CFR 1231, NRS 652.135, NAC 239.165	None

Laboratory Services: Slides, Histopathology **LRDA # 20181961**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of slides used in specific histopathology tests.	Ten (10) calendar years from the date of examination	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (7)(B), 42 CFR 1231, NRS 652.135, NAC 239.165	None

Laboratory Services: Slides, Pathology Blocks **LRDA # 20181962**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of blocks used in specific pathology tests.	Two (2) calendar years from the date of examination	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (7)(B)(ii), 42 CFR 1231, NRS 652.135, NAC 239.165	None

Laboratory Services: Test Reports **LRDA # 20181947**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These reports document the primary activities and accomplishments of the laboratory for the day. The majority of the reports represent the specific results of tests on the client/patient submitted specimens. The series may include but is not limited to reports, statistics, narratives, graphs, diagrams, tabulations, correspondence and similar documents.	Two (2) calendar years from the date of the report.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (2), 42 CFR 1231, NRS 652.135, NAC 239.165	None

Laboratory Services: Test Reports - Pathology **LRDA # 20181952**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the results of tests performed on specimens received by the laboratory for pathology testing. The records may include but are not limited to identification data on the lab, date and time the specimen was received, the condition of the specimen as received, the type (or types) of tests performed, the test results, the date of the test and similar data.	Ten (10) calendar years from the date of reporting.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (2), 42 CFR 1231, NRS 652.135, NAC 239.165	None

Laboratory Services: Test Reports, Immunohematology **LRDA # 20181963**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the results of tests performed on specimens received by the laboratory for immunohematology testing. The records may include but are not limited to identification data on the lab, date and time the specimen was received, the condition of the specimen as received, the type (or types) of tests performed, the test results, the date of the test and similar data.	Ten (10) years after the records of processing are completed or six (6) months after the latest expiration date for the individual product, whichever is the later date. When there is no expiration date, records shall be retained permanently.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	Clinical Laboratory Improvement Amendments (CLIA), 42 CFR 493.1105 (6)(i), 42 CFR 21 CFR 606.160 (d) 1231, NRS 652.135, NAC 239.165	None

Maternal Child Health Program Files **LRDA # 20101828**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These files document maternal health services offered to individuals within the jurisdiction of the local health department. Records may include but are not limited to health screenings, health counseling, parenting skills education, newborn assessments, nutrition and feeding counseling, referrals to doctors and/or other agencies or providers, related correspondence and similar records.	Retain until the individual attains the age of 23, or 6 (six) calendar years from the date of receipt or production of the record, whichever is later.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 164.530 (j), NRS 442.130, NRS 449.720, NRS 629.061, NAC 442.060, NAC 239.165	None.

Notices of Violations and Citations Issued **LRDA # 2007671**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents citations and notices of violation issued by health departments.	Five (5) calendar years from the date of issuance.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	Review for historical value.

Orders for Maintenance Work **LRDA # 2007672**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents service requests and may contain but is not limited to work orders, maintenance/repair requests, correspondence and similar documents.	One (1) fiscal year from the end of the fiscal year to which the record pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Patient Medical Records - Adult **LRDA # 20121851**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of the current and complete medical record for every patient seeking care or service from health departments/districts. Medical records may contain but are not limited to patient identification data, chief complaint or reason for seeking care, present illness, personal and family medical history, physical examination reports, laboratory reports, radiology, diagnostic imaging, and ancillary testing reports, consultation reports, requisitions for laboratory tests, consent forms, diagnoses, social services reports, clinical assessments, referral sources, intake interviews, mental status examination and assessments, growth charts and allergy history, adverse incident reports, temperature charts, insurance information, summary reports, correspondence and related documents	Six (6) calendar years from the date of receipt or production of the record, whichever is later.	This record series contains confidential and sensitive information and must be destroyed in accordance with HIPAA security regulations (See 45 CFR 164.310 (d) and 164.530 (c)) in a secure manner that will prevent reconstruction of the information.	42 CFR 485.638, 42 CFR 491.10, 45 CFR 164.502, 45 CFR 164.530(j), NRS 449.720, NRS 629.021 to 629.061, NAC 449.379, NAC 239.165 (1)(2)	None.

Patient Medical Records - Youth **LRDA # 20181989**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of the current and complete medical record for every patient seeking care or service from health departments/districts. Medical records may contain but are not limited to patient identification data, chief complaint or reason for seeking care, present illness, personal and family medical history, physical examination reports, laboratory reports, radiology, diagnostic imaging, and ancillary testing reports, consultation reports, requisitions for laboratory tests, consent forms, diagnoses, social services reports, clinical assessments, referral sources, intake interviews, mental status examination and assessments, growth charts and allergy history, adverse incident reports, temperature charts, insurance information, summary reports, correspondence and related documents	Retain these records until the individual attains the age of 23.	This record series contains confidential and sensitive information and must be destroyed in accordance with HIPAA security regulations (See 45 CFR 164.310 (d) and 164.530 (c)) in a secure manner that will prevent reconstruction of the information.	42 CFR 485.638, 42 CFR 491.10, 45 CFR 164.502, 45 CFR 164.530(j), NRS 449.720, NRS 629.021 to 629.061, NAC 449.379, NAC 239.165 (1)(2)	None.

Pools and Spa Files **LRDA # 20071440**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to review plans for construction or remolding (improvement) of pools, spas, "water attractions", and similar public swimming/bathing related structures. This series may include but is not limited to applications, forms, plans, manufacturers specification information, technical documents, inspection records, testing results, letters of approval or denial of permit, related correspondence, and similar documents.	Three (3) calendar years from the end of the calendar year in which the permit was approved or denied and not renewed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 444.065 to 444.120, NRS 11.190(3)(d), NAC 444.010 to 444.536	None

Program Reports **LRDA # 2007674**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the program activities and accomplishments of various Health Department related programs. Reports are usually compiled on a weekly, or monthly basis with a summary report created annually. This record series may contain but is not limited to narrative of various program activities, records documenting staff participation in activities, achievement files, events files, awards files, enrollment reports, program information, statistics, reports, memorandum, notes, correspondence and related documents.	Retain annual program reports permanently. Retain other activity/program reports (not otherwise scheduled in this section) for Five (5) calendar years from the year created.	Records containing personally identifying health care information are confidential per 29 USC section 1320d-2 (d)(2), 42 USC section 1320d-6, 45 CFR 164.502, NRS 449.720 and NRS 629.061.	29 USC section 1320d-2 (d)(2), 42 USC section 1320d-6, 45 CFR 164.502, NRS 449.720 , NRS 629.061, NRS 629.051	Programs may include but are not limited to HIV/AIDS Prevention Programs, WIC Programs, Healthy Kids Programs, Chronic Disease Prevention Programs, Injury Prevention Programs, Baby your Baby Programs, Immunization Programs, Sexually Transmitted Disease (STD) Prevention Programs, Senior Programs, and other similar programs

Public Water System Plan Review Files

LRDA # 20071436

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to review plans for the construction or remolding (improvement) of any public water system in the state as authorized by NRS 445A.885 and 445A.920. This series may contain but is not limited to blueprints, plans, drawings, specifications, letter of approval or denial, copies of laws and regulations, copies of codes, copies of use and construction permits, related correspondence and similar documents.	Ten (10) calendar years from the end of the calendar year in which the permit was issued. The records pertaining to plans which were denied and not resubmitted must be retained for three (3) calendar years from the end of the calendar year in which they were submitted.	This record series may contain confidential or restricted information under the Nevada Homeland Security Act (NRS Chapter 239C). This record series must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 445A.885, NRS 445A.920, NRS 11.204 (2), NRS 11.190 (3)(d), NRS Chapter 239C, NAC 239.165 (1)(2)	None.

Request for Vital Record

LRDA # 20161942

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents requests for birth and/or death certificates and may contain but is not limited to requests (letters, forms and similar documents), copies of checks and payment receipts, related correspondence, and similar documentation.	Three (3) fiscal years from the end of the fiscal year to which they pertain.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 440.650 to 440.715, NRS 440.125, NAC 440.070	None.

Ryan White Program Client Grievance Files

LRDA # 20121857

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document the grievance by clients against participating pharmacies submitted to the Ryan White Program. The records may contain but are not limited to grievances with associated documentation, review and tracking utilization documentation, technical training for the pharmacies documentation, termination documentation, related correspondence and similar records.	Three (3) calendar years from the closure of the case.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 300ff-11 et seq,. 42 U.S.C. § 300ff-21 et seq., NRS 441A.220, NRS 441A.260, NAC 239.165	None.

Sanitation Investigation Files **LRDA # 20121855**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series consists of the investigative reports on sanitation in medical facilities, public institutions, child care facilities, senior citizen centers, public accommodations, schools, private water systems, sewer systems, frozen desert plants, milk haulers, RV parks. The files may contain but is not limited to investigative reports, related correspondence, documentation of findings, and similar information.	Three (3) calendar years from date of report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Sewage and Water System Plan Reviews - Hotels and Motels **LRDA # 20071441**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to review plans for the construction or remolding (improvement) of facilities for public accommodations (Hotels, Motels, Boarding Houses, etc.) as authorized by NRS 447.185 and NAC 447.100. This series may include but is not limited to application, forms, plans, equipment specifications, copies of permits, letter of approval or denial, related correspondence and similar documents.	Three (3) calendar years from the end of the calendar year in which the permit was approved or denied and not renewed.	Records in this record series may be considered restricted under the state Homeland Security Act (NRS Chapter 239C). This record series should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 447.185, NRS 11.190(3)(d), NRS Chapter 239C, NAC 447.100, NAC 239.165 (1)(2)	None.

Sewage and Water System Plan Reviews - Mobile Home Parks **LRDA # 20071442**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to review plans for the construction or remolding (improvement) of Mobile Home Parks and may contain but is not limited to application, forms, plans, equipment specifications, copies of permits, letter of approval or denial, related correspondence and similar documents.	Three (3) calendar years from the end of the calendar year in which the permit was approved or denied and not renewed.	Records in this record series may be considered restricted under the state Homeland Security Act (NRS Chapter 239C). This record series should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 445A, NRS 11.190(3)(d), NRS Chapter 239C, NAC Chapter 445A, NAC 239.165 (1)(2)	None.

Sewage and Water System Plan Reviews - RV Parks **LRDA # 20071443**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to review plans for the construction or remolding (improvement) of RV Parks and may contain but is not limited to application, forms, plans, equipment specifications, copies of permits, letter of approval or denial, related correspondence and similar documents.	Three (3) calendar years from the end of the calendar year in which the permit was approved or denied and not renewed.	Records in this record series may be considered restricted under the state Homeland Security Act (NRS Chapter 239C). This record series should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 445A, NRS 11.190(3)(d), NRS Chapter 239C, NAC Chapter 445A, NAC 239.165 (1)(2)	None.

Solid Waste Disposal Files (Facility Files) **LRDA # 20071437**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the operations of permitted facilities that store, treat and/or dispose of solid materials in accordance with the federal and state laws and regulations. The files may contain but are not limited to the following sections: (1) Permit (containing copies of location restrictions, permits, permit conditions, fact sheet, operating / management plans, facility plans, technical review, public notices, public hearings, EPA comments and related documentation): (2) Financial Assurances (cost estimates, bond documentation, insurance documentation, trust documentation, related correspondence and similar documentation): (3) Correspondence (containing general correspondence): (4) Inspections / Compliance (containing inspection reports, incident reports, notice of violations, plan of correction, monitoring reports, demonstrations, certifications, testing analysis, solid waste disposal reports, etc.) (5) Closure and Post-closure (containing plans, cost estimates, closure and post-closure monitoring (compliance) reports, topographical surveys, and related documentation)	One hundred (100) calendar years from the date of closure of the facility. At the end of the retention period this series should be reviewed for historical value and continued retention.	The post-closure operations may last up to thirty (30) years after the facility has closed.	42 USC section § 6912 et seq., 40 CFR Parts 257 and 258, NRS Chapter 444 and NAC Chapter 444	Since the environmental impact of solid waste sites are more or less permanent, these records are necessary for future use.

Statistical Record of Air Quality **LRDA # 2007677**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of statistical reports documenting ambient air quality and may include but is not limited to reports, statistics, narratives, graphs, diagrams, tabulations, correspondence and similar documents.	Permanent.	None	None	None

Swimming Pool Testing Logs **LRDA # 20071569**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the results of chemical and bacterial testing of local government owned or operated swimming pools.	Three (3) calendar years from the end of the calendar year to which the record pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 444.150	None

TB Control Program Case Files **LRDA # 20121859**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series consists of case file reports of tuberculosis. The files may contain but are not limited to name, address, social security number, sex, race, birth date and place, marital status, and occupation of the patient, as well as the diagnosis, status, lab slips, therapy provided to the patient, follow-up activity, discharge information, related correspondence and similar records.	Six (6) calendar years from the date of report.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 USC section 1320d-2 (d)(2), 42 USC section1320d-6, 45 CFR 164.502, NRS 449.720, NRS 629.061.NRS 441A.220, NAC 239.165	None.

WIC Client Files **LRDA # 20101826**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of files for clients applying for and/or receiving supplemental foods and nutrition education from the U.S. Dept. of Agriculture's Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program). The files may contain but are not limited to application material, social information, eligibility documents, medical histories, financial documents, related correspondence, and similar documents.	Six (6) calendar years from the close of the case to match state requirement for same record series.	This record series contains confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	7 CFR 246.25, 45 CFR 92.42, NRS 49.251, NRS 422.290, NAC 239.165	None.

Hospitals

Admission and Discharge Statistical Reports **LRDA # 2007678**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of statistics gathered from patient admission and discharge reports. Data may include but is not limited to the number of patients in a particular ward such as maternity or intensive care, the number of patients admitted for each hour of the day, the number of trauma patients in a day, types of injury or illness, types of services provided, demographic information, and similar statistical information.	Retain annual reports permanently. Retain daily and monthly reports until annual report is completed.	This record series should not contain confidential or restricted information and non-annual reports may be destroyed in a non-secure manner such as deleting or recycling.	NAC 449.329, NAC 449.963	None.

Admissions Register or Report **LRDA # 2007679**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents patient admissions and may contain but is not limited to patient personal data, insurance information, chief complaint or reason for seeking care, billing and payment information, admission forms, and similar documents	One (1) calendar year from the end of the calendar year to which the records pertain.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 449.329, NAC 449.963, NAC 239.165 (1)(2)	None.

Alcohol: Inventories and Orders **LRDA # 2007683**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document orders for and inventories of tax free alcohol used for medical purposes.	Three (3) calendar years from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	27 CFR 22.105, 27 CFR 22.161, 27 CFR 22.162, 27 CFR 22.164, NRS 369.440	None

Hospitals

Alcohol: Permits **LRDA # 2007684**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents permits issued to hospitals to use tax free alcohol in accordance with state and federal law. Permits to withdraw and use tax-free alcohol are continuing unless automatically terminated by the terms thereof, suspended or revoked as provided in 27 CFR 22.51, or voluntarily surrendered.	Until permit is suspended, revoked, or voluntarily surrendered.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	27 CFR 22.105, 27 CFR 22.24, 27 CFR 22.49, 27 CFR 22.51, NRS 369.440	None

Ambulance Enroute Telemetry Tape **LRDA # 2007685**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the sending of a patients vital signs from an ambulance to a hospital or medical facility.	Six (6) calendar years from the end of the calendar year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 164.530, NRS 629.051, NAC 449.379, NAC 239.165 (1)(2)	None.

Annual Reports to Board **LRDA # 2007687**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These types of reports document various hospital program activities and accomplishments for the previous year and may include but is not limited to statistics, narratives, graphs, diagrams, tabulations, correspondence and similar documents.	Permanent.	None	None	None

Appointments for Treatment **LRDA # 2007686**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the scheduling of patient appointments for various treatments.	One (1) calendar year from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Hospitals

Birth Records **LRDA # 2007689**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents births occurring in local government owned or operated hospitals. Records may include but are not limited to all necessary information needed for completion of birth certificates such as baby's name, height, weight, time, date, location of birth, information on the baby's parents, copy of birth certificate, reports or logs of delivery room activities, physician notes, medical staff notes, applicable forms, related reports and similar documents.	Permanent.	This record series contains restricted information. See NRS 440.170 and NAC 440.070 for further details.	NRS 440.240, NRS 440.630, NRS 440.170(1); 440.650(2); and NAC 440.070(2)	None.

Blood Bank Records **LRDA # 2007692**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of documents maintained in a blood bank and may include but are not limited to donor information, processing records, storage and distribution records, compatibility testing reports, quality control records, transfusion reaction reports and complaints, and similar records.	Ten (10) calendar years after the records of processing have been completed or six (6) months after the latest expiration date for the individual product, whichever is a later date. When there is no expiration date, records must be retained permanently.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	21 CFR 606.160, 21 CFR 606.165, 21 CFR 606.170, 21 CFR 606.151, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	This series may also include logs/reports which indicate on-hand inventory and notices of emergency shortages.

Blueprints of Buildings **LRDA # 2007695**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of blueprints and other building plans which detail the layout of the buildings in the hospital's service district.	Life of Building	This record series may contain restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239.210, NAC 239.165 (1)(2)	None.

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Census **LRDA # 2007698**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series usually consists of a report which documents the number of patients admitted to and/or receiving treatment in the hospital/clinic at a particular time period.	Three (3) calendar years from the date of the report. Review for historical value.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d)	None

Certificates of Stillbirth **LRDA # 2007699**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of certificates of stillbirth submitted to the District Health Officer.	Retained Permanently by District Health Officer.	This record series contains restricted information. See NRS 440.170 and NAC 440.070 for further details.	NRS 440.340, NRS 440.630, NRS 440.170(1); 440.650(2); and NAC 440.070(2)	None.

Complaint Records - Mammography Facility **LRDA # 20071577**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents complaints filed by an employee or patient against a mammography provider and the results of the accrediting body's investigation.	Three (3) calendar years from the date of receipt of each complaint.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	21 CFR 900.4 (g)(2), NAC 239.165 (1)(2)	None.

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Constitution and Bylaws **LRDA # 2007701**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of the constitution and bylaws of local government hospital boards and are used to establish the organization and operational procedures for the board. They usually include date of adoption and amendments, description and purpose of board, membership, description and responsibilities of board's positions, meeting frequency, voting procedures, explanation of what constitutes a quorum, and the establishment of procedural rules related to the board.	Permanent.	None	None	None

Credentialing Records-Physicians, Allied Health Providers and Observers **LRDA # 20101804**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains credentialing information for all physicians and allied health staff and may include but is not limited to license verifications, verification of work profile history, information regarding medical license activity, hospital privilege status, proof of continuing education, peer references, training certificates, TB tests, related correspondence and similar documents.	Ten (10) calendar years after individual is no longer on staff or ten (10) calendar years from last date of service, whichever is longer.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 41A.097, NRS 11.190 (1)(a), NRS 205.4617, NAC 239.165 (1)(2)	None.

Death Certificates **LRDA # 2007703**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of death certificates submitted to the District Health Officer.	Retained Permanently by District Health Officer.	This record series contains restricted information. See NRS 440.170 and NAC 440.070 for further details.	NRS 440.240, NRS 440.170(1), 440.650(2), and NAC 440.070(2)	None.

Death Records **LRDA # 2007704**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the deaths of individuals. Records may include but are not limited to physicians report, medical staff notes, copy of death certificate, reports, logs or registers, applicable forms, related correspondence and similar documents.	Permanent.	This record series contains restricted information. See NRS 440.170 and NAC 440.070 for further details.	NRS 440.240 ,NRS 440.170(1), NRS 440.650(2), and NAC 440.070(2)	None.

Hospitals

Departmental Reports **LRDA # 2007705**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These types of reports document various hospital department activities and accomplishments for the previous year and may include but is not limited to statistics, narratives, graphs, diagrams, tabulations, correspondence and similar documents.	Retain annual report Permanently. Retain daily or monthly reports until annual report is completed.	This record series should not contain confidential or restricted information and non-annual reports may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Dietary Services Records **LRDA # 20181964**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer Dietary Services Programs (food services). The records may include but are not limited to copies of contracts and agreements, copies of menus, copy of doctor's meal prescriptions, daily food counts, nutritional risk-screenings, inspection reports, incident reports, corrective action reports, cost accounting records and related documentation.	Three (3) calendar years from the date of the record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner which will prevent its reconstruction.	42 CFR 482.28,42 CFR 482.94 (e), NAC 449.337 to NAC 449.3395.	None.

Discharge Reports **LRDA # 2007707**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents patient discharges and may contain but is not limited to discharge reports and summaries, copies of insurance documents, billing and payment documents, related correspondence and similar documents.	Two (2) fiscal years from the end of the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 449.963, NRS 11.190 (4)(e), NAC 239.165 (1)(2)	None.

Emergency Medical Services (EMS) Recordings **LRDA # 20181978**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of recordings/transmissions between a hospital and an ambulance, air ambulance or an EMS agency's vehicle which are used to provide basic, intermediate or advanced emergency care of patients.	Ninety (90) days from the date of the recording.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 450B.120, NRS 450B.130, NAC 450B.578	NAC 450B.578 (2) - The hospital must agree to record on magnetic tape or digital disc all transmissions between the hospital and the ambulance or agency's vehicle regarding care of patients and retain the tapes or discs for at least 90 days, if the tapes or discs are not retained at a regional dispatch center or recorded and stored with the Department of Transportation as part of the Nevada Shared Radio System.

Equipment: Depreciation Records **LRDA # 2007711**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the depreciation of hospital equipment and may include but is not limited to cost reports, depreciation reports, related correspondence and similar information.	Three (3) fiscal years after disposition of the equipment.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Equipment: Inspection Records **LRDA # 2007712**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the inspection and maintenance of equipment used by hospital personnel.	Life of equipment	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Equipment: Inventories **LRDA # 2007713**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of inventories of hospital equipment.	Until superseded	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Equipment: Locations of Equipment **LRDA # 2007714**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the physical location of hospital equipment.	Life of equipment	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

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Exposure Control Files **LRDA # 20071703**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents exposure control activities designed to eliminate or minimize employee exposure to blood or other potentially infectious materials in accordance with OSHA standards. The files may contain but are not limited to exposure control plans, exposure determination documentation, communication of hazards documentation, employee exposure training records, compliance reports, work practice controls, housekeeping records, informational reports, supporting documentation and related correspondence.	Three (3) calendar years from the end of the calendar year in which the plan was reviewed and updated.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1910.1030, 29 CFR 1910.1030 (c)(1), 29 CFR 1910.1030 (h)(2), NRS 11.190 (3)(d), NRS 11.190 (4)(e)	In accordance with 29 CFR 1910.1030 (c)(C)(iv) -Exposure Control Plans must be reviewed and updated at least annually and whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

Health Information Disclosure Files **LRDA # 20071667**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document the disclosure and/or denial of access to patient medical records in the custody of local government owned or operated hospitals or medical facilities in accordance with state and federal law. This series may contain but is not limited to various federal and state forms, release of information forms, requests for confidential information, requests to amend records, denials, appeals, copies of medical records, investigative reports, determinations, related correspondence and supportive documentation.	Six (6) calendar years from the end of the calendar year to which the file pertains.	This record series contains confidential information and must be destroyed in accordance with HIPAA security regulations (See 45 CFR 164.310 (d) and 164.530 (c)) in a secure manner that will prevent reconstruction of the information.	45 CFR 164.528, 45 CFR 164.530, 45 CFR 160.103	This series would also be applicable to other local governmental entities which meet the definition of a "covered entity" as defined in 45 CFR 160.103.

HIPAA Compliance Audits **LRDA # 20101806**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents investigations and outcomes based on complaints and audits. Series may include but is not limited to complaints, memos and reports, policies and procedures, HIPAA presentations, articles and newsletters, mandatory training programs, compliance handbook, compliance manual, hybrid entity decision memos, workpapers, spreadsheets, compliance forms, audit findings, corrective action documents, related correspondence, and similar documents.	Seven (7) calendar years from the end of the calendar year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 164.530 (j), NRS 205.4617, NAC 239.165 (1)(2)	None.

Housekeeping Services Records **LRDA # 20181965**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to monitor the Housekeeping Services Program (janitorial / sanitation, bed and laundry services). The records may include but are not limited to copies of contracts and agreements, operational records, housekeeping daily/weekly reports, equipment and supply reports, copies of housekeeping policies, incident reports, corrective action records, cost accounting documentation, and similar documentation.	Three (3) calendar years from the date of the record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner which will prevent its reconstruction.	42 CFR 482.42, NAC 449.322	None.

Infection Control Records **LRDA # 20071578**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reports used in identifying, reporting, investigating and controlling infections and communicable diseases of patients and personnel of the hospital.	Six (6) calendar years from the end of the calendar year to which the record pertains.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 449.325, NAC 239.165 (1)(2)	None

Inspections of Grounds and Buildings **LRDA # 2007721**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the inspection of hospital property for security, damage, preventive maintenance and other purposes.	One (1) calendar year after superseded.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Lab Test Order Requisitions **LRDA # 20101802**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is used to allow medical service providers to order laboratory tests.	Two (2) calendar years from the date of requisition.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 CFR 493.1105, NRS 205.4617, NAC 239.165 (1)(2)	None.

Medical Information Indexes **LRDA # 2007718**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of various medical indexes and may contain but is not limited to physician's index, master patient index, operative index, dialogistic disease index and similar indexes.	Six (6) calendar years from the end of the calendar year to which the records pertain. Review for historical value.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Methadone Clinic Records **LRDA # 2007726**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of records of clients seeking assistance from methadone clinics. Records may contain but are not limited to identification information; past medical and social history; copies of initial and periodic examinations; evaluations and progress notes; and records documenting the review and any revisions of each plan of treatment.	Six (6) calendar years following a client's discharge.	This record series contains confidential and sensitive information and must be destroyed in accordance with HIPAA security regulations (See 45 CFR 164.310 (d) and 164.530 (c)) in a secure manner that will prevent reconstruction of the information.	21CFR 1304.24, NRS 453.660, NRS 453.720, NAC 449.150, NAC 239.165 (1)(2)	None.

Patient Accounts **LRDA # 2007722**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents closed patient accounts and may include but is not limited to billing documents, insurance information, payment documents, copies of cancelled checks, credit and collection notices, cash receipts, correspondence and similar documents.	Six (6) fiscal years from the date account is closed or written off as uncollectible.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 164.530, NRS 11.190 (3)(d), NRS 239B.030, NAC 239.165 (1)(2)	None.

Patient Laboratory Test Records - Anatomic Pathology **LRDA # 20101801**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to inform the physician and other health care providers of a patient's laboratory results for diagnostic purposes.	Ten (10) calendar years after date of reporting	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 CFR 493.1105, NRS 205.4617, NAC 239.165 (1) (2). 45 CFR 164.528, 45CFR164.501	None.

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Patient Medical Records - Adult

LRDA # **2007725**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of the current and complete medical record for every patient seeking care or service from local government owned or operated healthcare providers or institutions. Medical records may contain but are not limited to patient identification data, chief complaint or reason for seeking care, personal and family medical history, physical examination reports, laboratory reports, radiology, diagnostic imaging, and ancillary testing reports and interpretations, consultations, requisitions for various tests, treatment notes/reports, consent forms, progress notes/reports, diagnoses, treatment plans, assessments, postoperative reports, referrals, intake interviews, therapy plans, trauma reports, anesthesia records, blood donor and transfusion information, adverse reaction reports, transplant records, diet counseling and restriction notes, infant screening tests, nuclear medicine reports, growth charts, infection notices and follow-up, emergency room reports, insurance information, discharge summary, and related documents	Six (6) calendar years from the date of receipt or production of the record, whichever is later.	This record series contains confidential and sensitive information and must be destroyed in accordance with HIPAA security regulations (See 45 CFR 164.310 (d) and 164.530 (c)) in a secure manner that will prevent reconstruction of the information.	42 CFR 485.638, 42 CFR 491.10, 45 CFR 164.502, 45 CFR 164.530(j), NRS 449.720, NRS 629.021 to 629.061, NAC 449.379, NAC 239.165 (1)(2)	None.

Patient Medical Records - Youth **LRDA # 20181990**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of the current and complete medical record for every patient seeking care or service from local government owned or operated healthcare providers or institutions. Medical records may contain but are not limited to patient identification data, chief complaint or reason for seeking care, personal and family medical history, physical examination reports, laboratory reports, radiology, diagnostic imaging, and ancillary testing reports and interpretations, consultations, requisitions for various tests, treatment notes/reports, consent forms, progress notes/reports, diagnoses, treatment plans, assessments, postoperative reports, referrals, intake interviews, therapy plans, trauma reports, anesthesia records, blood donor and transfusion information, adverse reaction reports, transplant records, diet counseling and restriction notes, infant screening tests, nuclear medicine reports, growth charts, infection notices and follow-up, emergency room reports, insurance information, discharge summary, and related documents	Retain these records until the individual attains the age of 23.	This record series contains confidential and sensitive information and must be destroyed in accordance with HIPAA security regulations (See 45 CFR 164.310 (d) and 164.530 (c)) in a secure manner that will prevent reconstruction of the information.	42 CFR 485.638, 42 CFR 491.10, 45 CFR 164.502, 45 CFR 164.530(j), NRS 449.720, NRS 629.021 to 629.061, NAC 449.379, NAC 239.165 (1)(2)	None.

Patient Safety Records **LRDA # 20181966**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the patient safety duties as required by NRS 439.800 to NRS 439.890. The records may include but are not limited to reports from the Patient Safety Committee, records relating to the development of the Patient Safety Plan, reports from the Patient Safety Officer, and similar documentation.	Six (6) calendar years from the update of the plan.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner which will prevent its reconstruction.	42 CFR 482.21, NRS 439.865 to NRS 439.890, NAC 439.920	In accordance with NRS 439.865 (6) The patient safety plan must be reviewed and updated annually.

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Patient Transport System Records **LRDA # 20101800**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of data compiled to track movement of patients, visitors, equipment, blood and specimens done by Central Transportation.	Three (3) calendar years from the date of the record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 41A.097, NRS 205.4617, NAC 239.165 (1)(2)	None.

Permits - Narcotics **LRDA # 2007728**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document permits to dispense controlled substances issued by the State Board of Pharmacy in accordance with state law. Permits issued by the Board expire on October 31 of each even-numbered year.	Two (2) calendar years from the expiration, renewal, suspension, or revocation of the permit	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	21 CFR 1304.04, NRS 639.180, NRS 453.246	None

Pharmacy: Adverse Drug Reaction Report to FDA **LRDA # 2007729**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of voluntary reports submitted to the Food and Drug Administration (FDA) documenting adverse drug reactions.	Two (2) calendar years from date of record.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Pharmacy: Theft / Loss of Controlled Substances, Reports to Drug Enforcement Administration **LRDA # 2007734**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of reports to the Drug Enforcement Administration of any theft or significant loss of controlled substances.	Two (2) calendar years from date of report.	This record series may contain confidential information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 639.482, NAC 639.487, NAC 239.165 (1)(2)	None.

Pharmacy: Controlled Substance Inventory and Issue File **LRDA # 2007730**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the inventory and use of controlled substances in accordance with state and federal law.	Two (2) calendar years after the date of the record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	21 CFR 1304.04, NAC 639.482, NAC 639.485, NAC 239.165 (1)(2)	None.

Pharmacy: Inspection Reports **LRDA # 2007732**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents inspections by the State Board of Pharmacy and may include but is not limited to inspection reports, warnings, special bulletins, correspondence, and similar documents.	Two (2) calendar years after the date of issue.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NAC 639.505	None

Pharmacy: Narcotics Destruction Forms **LRDA # 2007731**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the destruction of controlled substances in accordance with state and federal law and may contain but is not limited to forms, reports, proof of destruction statements, correspondence, and related documents.	Two (2) calendar years after the date of the record.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 639.282	None

Pharmacy: Repackaging of Medications Log **LRDA # 2007733**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of a log which documents each controlled substance or dangerous drug packaged or repackaged by the pharmacy:	Two (2) calendar years from date of last entry.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NAC 639.512	None

Physician On-Call Schedules **LRDA # 20101805**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series lists physicians on call for the hospital for each specialty.	Five (5) calendar years from the end of the calendar year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 CFR 489.20, NRS 205.4617, NAC 239.165 (1)(2)	None.

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Physician Privileges **LRDA # 20101803**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of documents required for physicians to obtain or maintain hospital privileges.	Five (5) calendar years from the expiration of privileges.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 205.4617, NAC 165 (1)(2)	None.

Policies and Procedures **LRDA # 2007735**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are written instructions, rules and guidelines usually in manual form documenting hospital policies and procedures. This series may include but is not limited to departmental or organization-wide directives, policy or operations manuals, instruction manuals, handbooks, memoranda setting out responsibilities and guidelines or outlining policies and procedures, bulletins, orders, rules, notices, notes, correspondence, and related documents.	Six (6) calendar years after superseded or abandoned officially. Review for historical value.	Portions of this record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b), NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 239.165 (1)(2)	None.

Psychiatric Reports, Records and Case Histories **LRDA # 2007736**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer the treatment of clients. The files may contain but are not limited to evaluations, legal records, treatment plans, client's rights forms, requests to inspect medical records, authorizations, signed consent forms, intake and secure storage of property and property lists, referrals and pass requests; general information assets and income assessments, billings, and similar documents.	Retain until the individual attains the age of 23, or 6 (six) calendar years from the date of receipt or production of the record, whichever is later.	This record series contains confidential and/or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 164.502, 45 CFR164.530 (j), NRS 433A.360, NRS 422.290, NRS 629.021to 629.061, NAC 239.165 (1)(2)	None.

Hospitals

Radioisotopes - Receipt, Transfer, Use, Storage, Delivery, Disposal and Reports of Overexposure **LRDA # 2007737**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is used to track radioisotopes from receipt through disposal.	As long as material is possessed and three (3) calendar years following transfer or disposal of the material.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	10 CFR 30.51, NRS 459.060, NAC 459.365 (7)	None

Radiological Film Badge Reports **LRDA # 20101807**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to monitor employee exposure to radiation. Badges are collected monthly and sent out for examination and an exposure report is issued.	Thirty (30) calendar years after employee separation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1910.1020, 45 CFR 164.528, NAC 239.165	None.

Records of Mammograms and Related Documents **LRDA # 2007740**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of records related to mammograms and may include but is not limited to patient information, x-ray film, provider of care information, radiologist's interpretation of film, and summary of results	Five (5) calendar years if a subsequent mammogram is performed on the patient at the facility; or Ten (10) calendar years if no subsequent mammogram is performed on the patient at the facility.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	21 CFR 900.12 (4), NAC 457.313, NAC 239.165 (1)(2)	A patient may request custody of their records and mammograms; or that their records and mammograms be transferred permanently to a responsible provider of care.

Hospitals

Reports of Communicable Disease **LRDA # 2007744**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series fulfills the public health requirement of reporting the discovery of communicable disease. This series may include but is not limited to laboratory test results; name and address of patient; date of onset and the date of diagnosis of the communicable disease; the name and the address or telephone number of the health care provider making the report, and any other information requested by the health authority if available.	Six (6) calendar years from the end of the calendar year to which the report pertains.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 441A.230, NRS 629.061, NAC 239.165 (1)(2)	None.

Security Guards / Systems, Logs and Diaries **LRDA # 2007747**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of logs or reports which document the activities of hospital security guards and/or security systems.	One (1) calendar year from the date of the report or last date of log.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Sentinel Events **LRDA # 20181967**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the reporting of sentinel events as required by state law. The records may include but are not limited to copies of serious occurrence reports with supportive documentation, investigative records, OSHA reports, performance improvement action plans, monitoring documentation, patient safety officer reports, copies of reports submitted to regulatory bodies, copies of performance audits, report of findings, patient notifications, related correspondence, and similar documentation.	Six (6) calendar years from the date of the closure of the incident.	This record series contains confidential or sensitive information and must be destroyed in a secure manner which will prevent its reconstruction.	42 CFR 482.21, 42 CFR 482.42, NRS 439.830 to NRS 439.860, NAC 439.900 to NAC 439.920	None.

Hospitals

Sharps Injury Log **LRDA # 20071702**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document injuries from contaminated "sharps" as required by federal law (29 CFR 1904.8). The log contains information on the type and brand of device involved in the incident, the department or work area where the exposure occurred, an explanation of how the incident occurred, the name and identifying details of employees involved and related information.	Five (5) calendar years from the end of the calendar year to which they pertain.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1904.8, 29 CFR 1910.1030 (h)(5), 29 CFR 1904.33, 29 CFR 1910.1030, 45 CFR 164.502, NRS 629.061, NAC 449.379, NAC 239.165 (1)(2)	None

Social Services Case Histories **LRDA # 2007748**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents social services provided to patients other than what is filed in the patient medical record.	Six (6) calendar years from the date of last service.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Surgical Cases, Register **LRDA # 2007749**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents surgical procedures performed at local government owned or operated hospitals or clinics and may include but is not limited to patient name or ID number; reason for surgery; date and time of surgery; surgeon, and similar information.	Six (6) calendar years from the last date in register.	This record series contains confidential and sensitive information and must be destroyed in accordance with HIPAA security regulations (See 45 CFR 164.310 (d) and 164.530 (c)) in a secure manner that will prevent reconstruction of the information.	45 CFR 164.530, NAC 239.165 (1)(2)	None.

Hospitals

Welfare Agency

LRDA # **2007752**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of financial, administrative, and program records associated with Medicare and Medicaid claims, reimbursement, and client activities. Records may include but are not limited to copies of authorization's for service, pre-payment reviews, payment authorizations, billing invoices, medical review forms, payment authorization requests, certificate of medical necessity, medical justification, copies of investigative reports, notice of decision and other forms all with related backup material (MD notes, copies of medical records, etc.) and related correspondence.	Six (6) calendar years from the end of the calendar year to which the report pertains.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 302, 42 USC section 405 (c)(2)(C)(viii), 42 USC section 1320d-6, 42 USC section 1390d-2 (d)(2), 45 CFR 164.502, 45 CFR 164.530, NRS 433A.360, NRS 422.290, NAC 239.165 (1)(2)	None.

Applications for Service **LRDA # 2007754**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents applications for service and may contain but is not limited to applicant personal information, related forms, correspondence and similar documents.	Ninety (90) days from application date.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Covenants, Restrictions and Amendments thereto **LRDA # 2007768**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of copies of covenants, conditions, and restrictions and any amendments to them.	Permanent.	None	None	None

Drains, Locations and Maintenance **LRDA # 2007769**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the locations of storm and similar types of drains used for flood control.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.090, NRS 239C.210	None.

Easements **LRDA # 2007773**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains copies of legal instruments allowing right-of-way to make limited use of private property. This series may include but is not limited to names of parties, purposes and terms, access records, terms of easement, legal documents and similar records.	Permanent.	This record series may contain confidential or sensitive information.	NRS 205.4617	None.

Elections of Board-Records **LRDA # 2007774**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the biennial election of trustees.	Six (6) calendar years from the date of the election.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Financial Reports **LRDA # 2007775**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the details of financial transactions such as those related to receipts and expenditures on a daily, monthly, quarterly or similar basis. This record series may contain but is not limited to expenditure reports, encumbrance listings, warrant registers, cumulative voucher sheets, and related documents and reports. This record series may also be used to provide backup documentation to the General Ledger.	Six (6) fiscal years from the end of the fiscal year to which the reports pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b)	None

General Ledger **LRDA # 2007763**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of one or more series of financial ledgers providing a final year to date summary of accounting data and a permanent audit trail for all fiscal receipt and disbursement transactions.	Permanent.	None	NRS 318.085	None

LID Foreclosure Files **LRDA # 20141892**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents Local Improvement District foreclosure proceedings and may include but is not limited to delinquency notices, notice of lien, legal notices, court documents, judgments, certificates of redemption, certificates of sale, and similar documents.	Permanent.	This record series may contain confidential or sensitive information.	NRS 271.615, NRS 271.625, NRS 271.595, NRS 271.410	None.

Maps **LRDA # 2007770**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains various maps depicting the location of lots and blocks, annexations, easements, property lines, zoning boundaries, and similar classifications. These maps are used for reference purposes and are frequently updated.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.090, NRS 239C.210	None.

Proceedings of the Board of Trustees (records) **LRDA # 2007772**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the actions of the Board of Trustees in accordance with state law.	Permanent.	None	NRS 241.035, NRS 318.085	None

Project files for Construction **LRDA # 2007776**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents new construction or modification to existing structures and may contain but is not limited to copies of applications and permits; inspection reports; plans; maps; blueprints; as-built drawings; design files; project orders, related correspondence, and similar documents.	Ten (10) calendar years after completion of project	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Reapportionments **LRDA # 2007777**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents changes in the boundaries of improvement districts due to merger, consolidation, dissolution and similar actions.	Permanent.	None	None	None

Specifications of Wells **LRDA # 2007780**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents engineering and design specifications of wells.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.210	None.

Water Flow of Wells **LRDA # 2007781**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the water pressure and flow of well water.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.210	None.

Capital Improvement Enterprise Electronic Development Project Files **LRDA # 20101810**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series documents new construction or modifications to existing structures or systems (examples: SMART buildings, retrofit to SMART buildings, Wi-Fi, emergency communication systems) and may contain but is not limited to request form, feasibility study, statement of work, background documents, copies of applications and permits, cost-benefit analysis, vendor information, copy of contracts, contract deliverables, design documentation plans, maps, inspector reports, release records, change-control records, project orders, weekly status reports, standards, specifications, technical reports, progress schedules, security documents, data files, revisions and reissues, photographs, post-implementation evaluations, quality-assurance assessments, testing records, memos, related correspondence and similar documents.	Six (6) calendar years after completion of the project.	This record series may containconfidential/restricted/proprietary information and should be destroyed in a secure manner that will prevent reconstruction of the information.	17 USC section 501, 15 USC section 5308, NRS 239C.090, NRS 239C.220, NAC 239.165	None.

Computer Access Log **LRDA # 20071727**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document the access to an employee's computer. The log consists of information relating to the name of the employee, the date (and time) of access, a reasonable explanation of the circumstances and considerations justifying the access, the name of each person authorized to perform the access, the name of each person allowed to examine the information retrieved, the name of each person required to store / maintain and/or destroy that information, details of inappropriate use or access to the computer and similar information.	Three (3) calendar years from the end of the calendar year to which it pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(a)(d), NRS 281.195	None.

Computer Run Scheduling Records **LRDA # 20071344**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are records used to schedule computer runs, including daily schedules, run reports, run requests, and other records documenting the successful completion of a run.	Two (2) backup cycles.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Computer Usage Files **LRDA # 20071350**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are usually electronic files or automated logs created to monitor computer system usage. This series may include but is not limited to login files, system usage files, charge-back files, data entry logs, and records of individual computer program usage.	As long as administratively useful to the agency.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Documentation of Computer System and Programs **LRDA # 2007244**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of all program specifications and documentation related to a particular program or system used by the local government. This series may include but is not limited to instructional manuals, booklets, reference materials, programmers notes and memos, general system design reports, test plans and results, conversion reports and statements, data documentation, source codes, application project files, addendums, specification architecture reports, conversion plans, correspondence, computer printouts, and related lists and checklists.	Retain until information is no longer needed to retrieve or store data, or for three (3) calendar years after system or program is discontinued or replaced, whichever is longer.	This record series may contain proprietary information and should be destroyed in a secure manner that will prevent reconstruction of the information.	17 USC Section 501, 15 USC section 5308, NAC 239.165 (1)(2)	None.

Enterprise Electronic Development Project Files **LRDA # 20101809**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are records created and used during the development, design, control, and monitoring of a specific or group of enterprise electronic system or application projects. This series may include but is not limited to request form, feasibility study, statement of work, background documents, cost-benefit analysis, vendor information, contracts, contract deliverables, design documentation, release records, change-control records, standards, specifications, technical reports, security documents, data files, revision and reissues, post-implementation evaluations, quality-assurance assessments and testing records, related correspondence and similar documents.	Three (3) calendar years after completion of the project.	This record series may contain proprietary information and should be destroyed in a secure manner that will prevent reconstruction of the information.	17 USC section 501, 15 USC section 5308, NAC 239.165	None.

Enterprise Electronic Development Project Files - Not Implemented **LRDA # 20101808**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are records created and used during the development, scoping and investigation of an enterprise electronic system or application project(s) that result in no action or implementation. This series may include but is not limited to request forms, project scope documents, background documents, vendor information, beta test results, feasibility studies, system objectives, cost-benefit analysis, memos, related correspondence and similar documents	One (1) calendar year after decision is rendered.	This record series may contain proprietary information and should be destroyed in a secure manner that will prevent reconstruction of the information.	17 USC section 501, 15 USC section 5308, NAC 239.165	None.

Error Reports **LRDA # 20071341**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series includes reports produced to detect errors or potential errors within the system. The files may consist of paper printouts and/or online reports.	Until a superseding report is run or until the action for which they were produced has been accomplished.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Geographic Information System (GIS) - Core Data **LRDA # 20121863**

Description	Minimum Retention Period	Disposition	Legal Citations	References
A geographic information system (GIS) integrates hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information. Records in this series may include but are not limited to data in the database, maps, aerial photographs, data dictionaries, various datasets (such as base, building and structure, business information, emergency dispatch, environmental, land use and planning, transportation system) and related metadata.	Retain the core data such as parcel, boundary, zoning, and orthoimagery layers, with accompanying data sets until superseded. Retain historical snapshots (if applicable) permanently.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Help Desk Telephone Logs and Reports **LRDA # 20071362**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document requests for technical assistance and the responses to these requests as well as to collect information on the use of computer equipment for program delivery, security, or other purposes.	One (1) calendar year after creation.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Internet Services Logs **LRDA # 20071365**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of electronic files or automated logs created to monitor access and use of services provided via the Internet. Information in this series may also be used to document system audits, system security audits, create summary reports, and other purposes.	If this record series is used for auditing purposes and/or if the information is used in summary or annual reports, retain until completion of audit or when information is documented in summary or annual report, whichever is later. If not needed for any other purpose destroy when no longer needed by the agency.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Inventories of Circuits **LRDA # 20071363**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of automated or paper records containing information on network circuits used by the local government including circuit number, vendor, cost per month, type of connection, terminal series, software, contact person, and other relevant information about the circuit.	Three (3) calendar years after the circuit is no longer used by the local government.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None

IT Access Control Policies and Procedures **LRDA # 20071724**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the controls placed upon access to system applications and/or data by an agency. The files may include but are not limited to user/ID policy, access control criterion, password control policies, logging procedures, dataflow diagrams, administrative change control process, procedures for processing terminations and similar policies with related correspondence.	Six (6) calendar years from the end of the calendar year in which the policy and procedure is superseded.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.210, NRS 11.190 (1)(b)	None.

IT Access Control Reviews and Audit Trails **LRDA # 20071728**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the reviews and audits of the policies and procedures created to control access to system applications and/or data by an agency. The files may include but are not limited to security and access control logs (such as logs of password guessing attempts, unauthorized transactions, attempts at unauthorized privileges, unauthorized attempts at software or application modifications, etc.), firewall traffic log, reviews of security and access control logs, logging procedures reviews, lists of user access rights and user ID's, computer log reviews, other security audit/review reports with supporting documentation and similar documents.	Three (3) calendar years from the end of the calendar year in which the review and/or audit was concluded.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d)	None.

Information Technology

IT Asset Inventory Files **LRDA # 20071720**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents IT inventories created and maintained by an agency in accordance with various PSP's (Policies, Standards and Procedures). The files may include but are not limited to physical equipment inventory , copyright section, software inventory, software libraries, software audits, data communications equipment inventory, other IT related inventories and lists, work station (and port) diagrams and assignments, inventory reports (to management), network configuration diagrams & documentation, system communication configuration diagrams & documentation, documentation of audits of equipment and similar documentation.	Three (3) calendar years from end of the calendar year in which the inventory is superseded or an audit/review is concluded.	This record series may contain confidential (Trade Secrets) information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 600A.080	None.

IT Contingency Plan Tests **LRDA # 20071371**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the testing of IT contingency plans. This series may include but is not limited to copies of management's annual reviews, contingency plan testing documents (check lists, testing criterion, test results, etc.), copies of reports to management (on equipment, software, environmental conditions, security concerns, etc.), related correspondence and similar documentation.	Three (3) calendar years from the end of the calendar year in which the test was performed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 239C.210, NAC 239.165 (1)(2)	None.

IT Contingency Plans **LRDA # 20071370**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents IT contingency plans established and maintained by a local government. The files may include but are not limited to an IT risk management plan (describing risks faced by a local government), IT disaster plan (a plan on how to conduct business because of a disaster), IT resumption of business plan (plan and procedures needed to bring back to normal operations after a disaster, including restoration of hardware, equipment and software), IT mitigation plan (plans and procedures on how to solve and/or implement corrective measures for deficiencies found in the regular tests of all contingency plans), procedures for system backups and recovery, management annual reviews, related correspondence and similar documentation.	Three (3) calendar years from the end of the calendar year in which the plan is superseded.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 242.105, NRS 239C.210, NAC 239.165 (1)(2)	None.

IT Employee Access Control and Security Awareness Files **LRDA # 20071725**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series administers employee security awareness training and signed documentation of agreements concerning use and access of applications and data. The files may include but are not limited to employee access letter of agreement and/or non-disclosure agreements, employee security awareness training documentation, password disclosure statement, employee email (and other application) agreements and related documents.	Three (3) calendar years from the end of the calendar year in which the form was modified or the employees' access rights were terminated.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 239C.210	None.

IT Security Evaluations **LRDA # 20071368**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents evaluations on the security of computer systems concerning protection against unauthorized access, disclosure, or modification of data and protection against loss of data due to security breaches and /or sabotage. This series may contain but is not limited to initial security evaluation, periodic evaluations, special evaluations, copies of related system upgrade & modification documents, copies of security logs and reports, related correspondence, and similar documentation.	Three (3) calendar years from the end of the calendar year in which the evaluation was completed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 242.105, NAC 239.165 (1)(2)	None.

IT Security Plans **LRDA # 20071723**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer and document the requirements to create and maintain plans for IT systems concerning security management, employee security training, personnel security measures, data and application security, software security, and physical and environmental security. The files may consist of but are not limited to written security plan, written policies and procedures, system security specifications, firewall administrative policy, physical security plan, emergency procedures for computer facilities and environmental controls, related correspondence and similar documents.	Six (6) calendar years from the end of the calendar year in which the plan, policy and/or procedure is superseded or revised.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.210, NRS 11.190 (1)(b)	None.

IT Security Reviews, Reports and Logs **LRDA # 20071726**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer and document reviews and audits of the policies and procedures created to control physical access to IT systems, controls over environmental functions within computer facilities, reports of security breaches and suspicious activities. The files may consist of, but are not limited to, authorized visitor log, physical security reviews, environmental controls reviews, Annual Internal Compliance Reviews, Security Breach Reports, Reports of Suspicious Activities, Reports of Suspected Violations, checklists, reports to management, related correspondence and similar documents.	Three (3) calendar years from the end of the calendar year in which the review and/or audit was concluded. Retain logs for a minimum period of ninety (90) days.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.210, NRS 11.190 (3)(d)	None.

IT System User Master List **LRDA # 20071369**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer and document the creation, maintenance and management of IT system user access rights. The master list usually consists of an on-line electronic file containing user names, user ID codes, access rights and privileges (to data, applications, communications and other system devices) and similar documents.	Purge and or modify this record series as needed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Master Files **LRDA # 20071333**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are electronic records that replace in whole or in part, hard copy records that have been scheduled through an approved records retention schedule and contain the same information as the scheduled records.	Purge the file after the expiration of the minimum retention period authorized for the hard copy of the file.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Network or Circuit Installation and Service Files **LRDA # 20071364**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests by local governments to service provider for data communication service, installation, or repair and the response to the request. This record series may include work orders, work schedules, copies of building or circuitry diagrams, memoranda, correspondence, and related documents.	Three (3) calendar years after request is filled or after repairs are made.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 239C.120, NAC 239.165 (1)(2)	None.

Production Job Submittal Log **LRDA # 20071729**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This is a paper or online record series used as a history of non-automated batch job requirements. The record lists the programs and/or hardware which will be affected by the running of the requested job. Used to check on what order jobs are run on the system.	Retain paper copies for a minimum period of thirty (30) days from the date of the printout. Update the on-line computer record as needed.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Restructure Database Audit Report **LRDA # 20071337**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of computer printouts created when the files are being restructured. This record series is used to verify successful completion of the process.	Review on a continuous basis, disposing of records which are no longer administratively useful or are duplicates of records maintained elsewhere.	None	None	None

Software Licenses **LRDA # 20071245**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of documents proving the licensure and implementation of computer software programs by the local government. This series may include but is not limited to permitted uses, rights and restrictions, warranty information, liability statement, and laws governing use of the product.	Duration of license plus three (3) calendar years.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None

Software Review Files **LRDA # 20071351**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are records related to the review and recommendation of software for local government use. This series may include vendor information, manuals, software reviews, and related material.	Three (3) calendar years after software is no longer used or evaluation period has ended.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d)	None

Juvenile Probation

Activity Forms Submitted to State Subsidy Program **LRDA # 2007782**

Description	Minimum Retention Period	Disposition	Legal Citations	References
	One (1) calendar year from the submission of forms or report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Aging Reports **LRDA # 20101811**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to keep track of youth in detention. Information may include individual's personal information, offense information, court status, and similar data.	Retain until superseded by a new report	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 62H.025, NRS 205.4617, NAC 239.165	None.

Community/School Notification Files **LRDA # 20101813**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents compliance with state law in notifying communities and schools that a juvenile has been adjudicated delinquent for an unlawful act that would have been a sexual offense if committed by an adult. File may contain but is not limited to copy of community notification, copy of school notification, law enforcement information, copy of court documents, related correspondence and similar documents.	Six (6) calendar years after the juvenile is no longer subject to community notification.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 179D.475, NRS 62F.220, NRS 11.190 (1)(a), NRS 11.190 (3)(a), NRS 205.4617, NAC 239.165	None.

Interstate Compact (ICOJ) Files **LRDA # 20101812**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to track the interstate transfer of juveniles and may contain case information, staff reports, progress reports, copy of court orders, related correspondence and similar documents.	Retain until case is closed	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 62I.015 to NRS 62I.025, NAC 62H.520, NAC 239.165	None.

Juvenile Probation Case Files **LRDA # 2007783**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is used to document and supervise juvenile offenders from the time the offender appears before an intake worker (or probation officer) until the disposition of the case. This series may contain but is not limited to intake information, delinquency referrals, evaluation profiles, predisposition investigation records, medical and/or psychological reports, records documenting social history, educational records, incident reports, offense history, impact statement, diversion program records, community service information, restitution information, parole information, court petitions, case disposition records, correspondence, and other materials pertaining to the case. This series includes informal arrests.	Six (6) calendar years from the end of the calendar year in which the case was closed.	This record series contains confidential and/or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 62H.025, NRS 11.190 (1)(a), NAC 239.165 (1)(2)	This retention period is based on the approved retention period for similar records of the Nevada Department of Health and Human Services, Child and Family Services - Youth Parole Bureau. [RDA# 2003139]

Juvenile Probation Case Files-Sexual Offender **LRDA # 2007784**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is used to document and supervise juveniles who have been classified as sexual offenders. This series may contain but is not limited to intake information, delinquency referrals, evaluation profiles, predisposition investigation records, medical and/or psychological reports, records documenting social history, educational records, incident reports, offense history, victim impact statement, restitution information, parole and probation information, court petitions, court findings, case disposition records, correspondence, and other materials pertaining to the case.	Twelve (12) calendar years from the end of the calendar year in which the case was closed.	This record series contains confidential and/or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 62H.025, NAC 239.165 (1)(2)	This retention period is based on the retention period for similar records of the Nevada Department of Health and Human Services, Child and Family Services - Youth Parole Bureau. [RDA# 2003142]

Juvenile Probation

Statistical Reports

LRDA # **2007785**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains statistical reports printed either on a regular basis or upon request and are used to administer and monitor Juvenile Probation Programs. These reports may include but are not limited to case characteristics, workload statistics, referrals received, type of referrals, program expenditure reports, program effectiveness reports, reports documenting annual effectiveness, financial monitoring reports, program monitoring reports, characteristics of youth referred, common charge statistics, dispositions, service snapshots, referrals by zip code, detention statistics and similar reports.	Permanent.	None	None	None

Aircraft History and Maintenance Records **LRDA # 20071684**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the history and maintenance of helicopters or fixed wing aircrafts used by law enforcement. This series may include but is not limited to records documenting the total time in service of the airframe; engine; each propeller; rotor and similar mechanical parts, the current status of life-limited parts of each airframe, engine, propeller, rotor, and appliance; any major alterations to such engines and devices; when inspections and overhauls last occurred; and documentation of compliance with Federal Aviation Administration (FAA) airworthiness directives.	Records of maintenance, preventative maintenance, and alteration- Retain until the work is repeated or superseded by other work or for 1 year after the work is performed, as applicable. For records of 100-hour, annual, progressive, or other FAA required or approved inspections- Retain until the work is repeated or superseded by other work or for 1 year after the work is performed, as applicable. For all other records retain until the aircraft is sold or no longer in service.	When an aircraft is sold, all records relating to the aircrafts airworthiness (See 14 CFR 91.417(b)(2)]) must be transferred to the new owner.	14 CFR 91.417(b)(2), 14 CFR 91.417(b)(1), NAC 239.165 (1)(2)	If an aircraft is involved in an accident or incident subject to investigation by the National Transportation Safety Board (NTSB), all records described in 14 CFR 91.417(b)(2), and those that have not been destroyed according to the retention period given, must be retained until the NTSB takes custody of the records or a release is granted by an authorized representative of the board. In addition, any records or reports, including internal memoranda, dealing with the accident or incident must be retained until authorized by the NTSB to the contrary.

Alarm Contact Records (Responsible Persons) **LRDA # 20071458**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of alarm registration records, emergency contact lists, and similar records. These records are used to contact a business or residential owner if the business is vandalized or damaged. It also allows the officer to contact the alarm company to have an alarm shut off or reset after responding.	Two (2) calendar years from the date the list is updated or no longer in use.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (4)(a)(e), NAC 239.165 (1)(2)	None.

Automated License Plate Reader/Recognition (ALPR) Records **LRDA # 20121883**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of data captured by an ALPR and stored in the device's memory or in a separate data storage device or system. An ALPR is an investigative tool that uses a specialized camera hooked to an in vehicle computer. The image on license plates are scanned and matched with an on-board, real-time database. This database can be set with flags for vehicles that have been identified as stolen, wanted for Amber Alerts, wanted for various investigations and similar activities. Data may include but is not limited to, recorded image of a scanned license plate and optical character recognition data, a contextual photo (i.e.:, a photo of the scanned vehicle and/or occupants), global positioning system ("GPS") or other location information, date and time of the scan, laptop information, officers name, and similar data.	One (1) calendar year from the calendar year to which the data pertains. Data/photo's used as evidence in criminal or civil actions should be removed from the device/system and filed with the applicable case file.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	None	None.

Auxiliary Police Files **LRDA # 2007789**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of documents related to the employment of auxiliary law enforcement officers or temporary special deputies. This series includes records of citizen academies for law enforcement volunteers.	Ten (10) calendar years from the end of the calendar year to which the files pertain.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 477.014, 239.165	None.

Background Investigations (Citizen Requested) **LRDA # 20181977**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of citizen requested local criminal history checks on themselves. Series may contain but is not limited to criminal history request forms, authorization and release forms, law enforcement response, copy of information gathered from criminal background check (if applicable), related correspondence and similar documents.	Retain until the completion of the request.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165	Individuals who wish to contest the investigation findings must do so at the court level.

Law Enforcement

Background Investigations (Internal) **LRDA # 20141893**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents background investigations of new or potential peace officers, civilian employees, volunteers, interns, contracted workers, and professional visitors. Series may contain but is not limited to employment reference information, background survey questionnaires, background check disclosure authorizations and release forms, copies of fingerprint cards, information gathered from criminal background checks, correspondence and related documents.	If hired: Retain for a minimum period of three (3) calendar years after separation of service. If not hired: Retain for a minimum period of three (3) calendar years from the date investigation is completed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.31, NRS 11.190 (3) (d), NRS 239B.010 to NRS 239B.020, NRS 179A.103, NRS 179A.075, NAC 239.165 (1) (2)	None.

Bail, Records of (copies) **LRDA # 2007790**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents a defendant's posting of bail. This series may include but is not limited to copies of bail bond undertaking, record of the insurance, correspondence and related documents.	One (1) calendar year from the end of the calendar year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 178.484, NAC 239.165 (1)(2)	None.

Bicycles **LRDA # 2007791**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the licensing of bicycles. This series may include but is not limited to application for license or registration, records documenting issuance of license, license plate, tags, sticker or any other type of identification approved by the local government, the name and address of the person to whom registered and/or licensed, the maker, the manufacturer's serial number, the number of each license issued, the date issued, copies of receipts for fees collected, and similar documents.	Retain license information for a minimum period of two (2) calendar years. Retain receipts for payment of registration and/or licensing fees until completion of annual audit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Billings, Casino Records Checks **LRDA # 2007794**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the billing of casinos for records checks done at their request.	Until completion of annual audit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624	None

Bolo Books \ Bulletins from Other Agencies **LRDA # 20071454**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains bulletins, circulars and similar records received from federal, state, and local law enforcement agencies. Usually contains descriptions and photographs of wanted individuals, missing persons, or stolen property.	Until superseded, obsolete, or until no longer administratively useful to the agency.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Booking\Re-Booking Records, Jails and Stations **LRDA # 2007793**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of books, logs, or other records documenting the confinement and release of individuals held in an agency correctional facility. Information may include but is not limited to name, case number, sex, date of birth, age, height, weight, hair, eyes, social security number, visible scars and marks, NCIC identification number, address, phone number, alias, driver's license number, occupation, next of kin and address, booking officer’s name, current date, charge data, medical data, release date, time, arresting officer, and related data. This series may also contain booking tapes (audio/ audio visual tapes and disks) related to the booking.	Two (2) calendar years, add copy to inmates' file or incident/crime report. Retain booking tapes for a minimum period of one (1) calendar year.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239B.030, NAC 239.165 (1)(2)	None.

Calibration of Breath-Testing Device Records **LRDA # 20121836**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents that the calibration of breath-testing devices used by law enforcement agencies conform to the regulations of the Nevada Commission on Testing for Intoxication. Records may include but are not limited to calibration verification records, monthly accuracy tests, operator certifications, certified forensic analyst of alcohol reports, chronological device testing reports, response to breath testing samples, maintenance and repair reports, various forms, related correspondence and similar records.	Six (6) calendar years from the date of calibration.	NAC 484C.120(1) Evidential breath-testing devices used by law enforcement agencies must be calibrated by a certified forensic analyst of alcohol at least once within the 90 days immediately preceding the date on which the device is used to test a person's breath.	NRS 484C.600 to NRS 484C.630, NAC 484C.050 to NAC 484C.150, NAC 50.045, NRS 11.190 (1)(a)	NAC 484C.070(1) Preliminary breath-testing devices used by a law enforcement agencies must be calibrated by the agency or a certified forensic analyst of alcohol at least once a year.

Case Assignments, Log Books **LRDA # 2007796**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents case assignments and may contain but is not limited to log books or similar records containing information on date case assigned, to whom case assigned, control or case number, date reported, crime, victim, suspect, background information on case and related information.	Three (3) calendar years from the end of the calendar year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	These may be in hardcopy or electronic form and are often used to control or track the status of work.

Cases Referred to District or City Attorneys **LRDA # 2007799**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents cases referred to the District or City Attorney for advice or prosecution.	Six (6) calendar years from the date of final action.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190(1)(a), NAC 239.165 (1)(2)	None.

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Civil Protective Custody Records **LRDA # 20071745**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains information on individuals placed in civil protective custody by a peace officer. These individuals have been found in a public place under the influence of alcohol, in such a condition that they are unable to exercise care for their health or safety or the health or safety of other persons. This series does not pertain to arrests/citations.	Three (3) calendar years from the end of the calendar year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 458.250 to 458.280, NRS 11.190 (3)(d), NRS 11.190 (4)(a), NRS 11.190 (4)(e)	None.

Community Notification Records **LRDA # 20071460**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the notification of schools, organizations, and individuals that a sex offender has established a permanent or temporary residence within the community. This series may include but is not limited to current photograph of the offender, a complete description of the offender, name and all aliases which offender has used or under which offender has been known, each offense listed under NRS 179D.620 for which the offender has been convicted, and a brief description of the circumstances of the crime, including but not limited to the month and year when any such offenses were committed, and the age and sex of any victim, a general description of the geographic area where any such offense was committed, the name and location of any penal institution from which the offender was paroled, a general location of the offender's residence and workplace, the description and license number of any vehicles owned or regularly operated by the offender, and the location and telephone number of the parole and probation office responsible for supervising the offender, if the offender is under supervision.	Death of the offender (if known) or ten (10) calendar years after offender is relieved from community notification requirements, or ten (10) calendar years after offender no longer resides in the community.	Records in this record series may contain confidential (victim) information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 179D.600 to NRS 179D.800, NRS 179D.850, Sex Offender Community Notification Guidelines (Office of the Attorney General), NAC 239.165 (1)(2)	None.

Law Enforcement

Community Service Programs **LRDA # 2007803**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents law enforcement involvement in community service programs such as DARE, Crime Stoppers, Neighborhood Watch, Explorer Program, and similar programs.	One (1) calendar year after the end of program.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Concealed Weapons Permit (Retired Law Enforcement Officers HR-218) **LRDA # 20121841**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is used to administer and document the issuance of concealed weapons permits to retired law enforcement officers. The "Law Enforcement Officer's Safety Act of 2004" also known as HR-218 allows full-time active duty and retired law enforcement officers who are carrying the identification required to carry concealed firearms across state lines. A requisite for retired law enforcement officers is that they must annually meet their State's standards for firearms training and qualification for active duty law enforcement officers to carry firearms. This series may contain but is not limited to HR-218 information packet, firearms certification form, photographic identification, retirement qualification and waiver form, agency conformation letter, records documenting the applicant’s payment of fees, correspondence and related documents.	Two (2) calendar years from the expiration, renewal, denial, or revocation of the permit.	This record series contains confidential (NRS 202.3662) information and must be destroyed in a secure manner that will prevent reconstruction of the information.	HR 218, 18 USC section 926C, NRS 202.3678, NRS 11.190 (4)(e), NAC 202.010 to NAC 202.040, NAC 239.165 (1)(2)	None.

Concealed Weapons Permits **LRDA # 2007804**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is used to administer and document the issuance of concealed weapons permits by county sheriffs. This series may contain but is not limited to application for permit, certificate or other documentation which documents that the applicant has successfully completed a course in firearm safety, applicant personal information including fingerprints and photograph, applicant's signature, records of investigation of applicant, information on the make, model and caliber of each firearm to which the application pertains, various forms, records documenting the applicants payment of fees, correspondence and related documents.	Ten (10) calendar years from the expiration, renewal, denial, or revocation of the permit.	This record series contains confidential (NRS 202.3662) information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 202.3653 to NRS 202.369, NAC 202.010 to NAC 202.040, NAC 239.165 (1)(2)	None.

Confidential Source Records **LRDA # 20071416**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents information about informants used by law enforcement. This series may include but is not limited to number assigned to informant, informant and case officer names, photos, criminal history (if any), fingerprint cards, signature cards, letters of understanding on informant activities, reference to origins of the contact, reports of information supplied by informant, any payments made to informant, correspondence and related records.	Three (3) calendar years after informant is no longer active.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 49.335 to NRS 49.375, NRS 213.1513, NRS 463.144, NRS 11.90(3)(d), NAC 239.165 (1)(2)	None

Crime Prevention Program Records **LRDA # 2007806**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents crime prevention programs provided by law enforcement to enhance communication and partnerships between law enforcement and citizens. This series may contain but is not limited to training and media presentation records including lesson plans, outlines, tests, evaluations, speeches, audio/visual presentations, maps, brochures, pamphlets, guides, and similar documents. Subjects may include neighborhood watch, home security, shoplifting prevention, school safety, alarm compliance & inspection, crime stoppers, block watch, business watch, and similar programs.	One (1) year after program is discontinued.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

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Criminal Citations **LRDA # 20071730**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents criminal citations issued by law enforcement. This series usually includes date, time, location of violation, nature of offense, individuals name, address, occupation, driver's license or identification number, violation code, citation number, officer's name, and signature of person receiving citation.	Three (3) calendar years from the date of issuance.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 171.1773 to 171.1778, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	If the individual is fingerprinted and those fingerprints are sent to the Central Repository for Nevada Records of Criminal History the records must be retained for the same retention period as the Incident/Crime Report Record Series. (LRDA # 2007-822)

Criminal Intelligence Research and Statistical Records **LRDA # 20121844**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document research and analysis where a person was associating with a subject suspected of criminal activity. Records may include but are not limited to personal identifying information, data sources, intelligence reports, maps, diagrams, photos, blueprints, etc., access and dissemination log, risk assessments, related correspondence, and similar documents.	Retain these records for no longer than five (5) calendar years from the date of last validation.	This record series contains confidential and restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	28 CFR 23.20 (h), 28 CFR 23.20, 28 CFR 22.23, NRS 239B.030, NRS 239C.210, NAC 239.165	None.

Law Enforcement

Department Reports **LRDA # 2007786**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents individual officer, shift, and other activity reports usually filed on a daily, weekly, or monthly basis. This series applies to various duties such as dispatch, confinement, investigation, and patrol. Records may include but are not limited to various activity reports (officer reports, watch commander logs, office operations reports, reports of alarm responses, etc.), various statistical reports (such as reports tracking the number of arrests, cases worked, citations issued, work cards issued, hours worked, etc.), various special reports (such as reports of open cases, cases closed, lists of control numbers, incidents by beat, review of offenders, activity at location, etc.), and similar reports and activity indicators.	Retain annual reports Permanently. Retain other activity, statistical, and special reports (not scheduled elsewhere in this section) for two (2) calendar years from the year created, these reports can be printed or maintained on a computer system that allows for the retrieval and reproduction of the information.	Some reports in this record series may contain confidential or restricted information. Non-permanent records should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 280.190, NRS 11.190 (4)(a)(e), NRS 239.051, NAC 239.165 (1)(2)	This record series is useful for planning and budgeting, reference, performance monitoring, compiling annual reports, and for briefing subsequent shifts or activities.

Dispatch (Communications) and Emergency Call Records **LRDA # 20161922**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the recording of radio communications at law enforcement dispatch centers and subsequent response activities. Records may include but are not limited to computer printouts, dispatch transmission logs or reports, and audio recordings. Information may include caller's name, address, and telephone number, details of incident or complaint, dispatchers name, which officer responded and when, and incident disposition. This series may also include reverse 9-1-1 calls and text to 9-1-1 messages.	Retain dispatch logs or reports for a minimum period of Two (2) calendar years from the date of the dispatch. Retain audio recordings for a minimum period of ninety (90) days from the date of the recording.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (4)(e), NRS 707.500, NRS 239B.030	None.

Equipment Violations **LRDA # 2007811**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents inspections of the mechanical condition or equipment of vehicles by peace officers or inspectors. This series may include but is not limited to driver information, type of vehicle, license information, records documenting inspection, citation or notice of violation, evidence of correction of violation, and similar documents.	Two (2) calendar years after issuance of citation or notice of violation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 484D.560 to NRS 484D.580, NRS 706.235, NRS 484A.680, NAC 239.165 (1)(2)	None.

Law Enforcement

Evidence Vault Inspection Reports **LRDA # 20071385**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the inspection and inventory of evidence vaults, and includes spot checks and annual inspections.	Three (3) calendar years from the date of last inspection.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None

Explorer Program Participant Records **LRDA # 20161934**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This volunteer program gives young men and women ages 14 to 20 a unique hands-on chance to determine if they want to pursue a career in law enforcement or a related field in the criminal justice system. Its mission is to offer a personal awareness of the criminal justice system through training, practical experiences, competition, and other activities. This series may contain but is not limited to applications, background investigations, parental consent forms, liability release forms, medical waivers, meeting attendance records, examination records, program rules and regulations, fee payment records, and records of participation in community service activities.	Three (3) calendar years after the individual is no longer participating in the program.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None.

Fee Records **LRDA # 2007813**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Record of all fees collected, showing amount, from whom collected, for what purpose collected and date of collection. Fees may include but are not limited to work permit fees, fingerprinting fees, photograph sales fees, report/case copy fees, background and license fees, and criminal history check fees.	Until completion of annual audit.	Records in this record series may be used to create quarterly financial statements. If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624, NRS 258.190, NRS 248.310	None

Field Interrogation Reports **LRDA # 20071457**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of informational reports written by a peace officer related to individuals (including gangs), events, or vehicles for which the officer does not have probable cause for enforcement. Information usually includes name and address of person contacted, physical description of person or vehicle, officer's name, location of contact, date and time, witnesses, reason for contact, correspondence, and related data.	One (1) calendar year from the date of report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Fingerprint Cards sent to the Central Repository for Nevada Records of Criminal History **LRDA # 2007815**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are usually cards containing fingerprints, palm prints, toe prints, and other personal identifiers. Information often includes name, address, date and place of birth, social security number, alias, occupation, employer, name of individual taking prints, and related information.	Until no longer useful to the agency.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Firearm \ Weapon Discharge Reports **LRDA # 2007883**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the investigation of firearm/weapon discharges by law enforcement officers while in the line of duty. This series may contain but is not limited to use of force incident reports, investigation records, ballistic and other tests, summary and analysis of all relevant evidence, findings, departmental forms, various reports, correspondence and related information.	For reports resulting in disciplinary action-three (3) calendar years and add summary report to personnel file. For reports not resulting in disciplinary action three (3) calendar years from the date of the report.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d),(4)(a)(e), NRS 41.0336, NAC 239.165 (1)(2)	These records may be destroyed earlier upon the order of a court of record, upon order of the law enforcement agency or through a labor agreement.

Firearms: Qualification Records **LRDA # 2007817**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the history of firearm proficiency and qualification by individual law enforcement officers.	Three (3) calendar years from date of last testing.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 289.510, NRS 289.550, NAC 289.230, NAC 289.240, NAC 289.290, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Firearms: Registration and Inventory **LRDA # 2007816**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the registration and inventory of the firearms and weapons of law enforcement agencies. Information may include but is not limited to information on individual weapon is assigned to (such as name, badge or ID number, department or division) registration information (such as weapon type, make, model, serial number), and inventory information (such as total number of weapons, value), records documenting weapons signed out, records documenting weapon reassignment or transfer, records documenting weapon disposition, forms, lists, correspondence and similar documents.	Three (3) calendar years after the reassignment, transfer, or disposition of the weapon.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 354.625, NAC 239.165 (1)(2)	None.

Henry Files **LRDA # 20161939**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series consists of inked fingerprint cards which were/are filed according to the Henry Classification Fling System. The Henry classification filing system has been replaced by the Automated Fingerprint Identification System (AFIS) and is generally no longer used by local law enforcement except for training purposes. These “Henry” fingerprint cards are now considered by many law enforcement agencies to be an obsolete record series.	Destroy the Henry fingerprint cards when no longer needed for administrative or training purposes.	These fingerprint cards should be destroyed in a secure manner that will prevent their reconstruction.	NRS 239B.010	None.

Impound/Abandoned Vehicle Case Files **LRDA # 20071464**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the retrieval, storage and disposition of abandoned or impounded vehicles. The files usually include notification of abandonment, identifying information (such as make, model, plate number, identification number, year, color, condition), owner information (if known), officer information, impoundment documents, copy of towing report, correspondence related to action taken, storage information, required notices, appraisal documents, vehicle disposition records, records related to fees and payments, and similar documents.	Three (3) calendar years from the return, disposal, or sale of the impounded vehicle.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 487.205 to NRS 487.290, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None

Incident/Crime Files (Arrest Made) **LRDA # 20071731**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These files contain information from investigation of a crime through to an arrest. This record series may include but is not limited to investigation files, case narrative, investigative notes, arrest information, copy of coroner's report, copy of autopsy report, victim information, witness statements, fingerprint cards, crime lab requests and results, photos, recordings, diagrams, complaint reports, field notes, officer notes, background material, contact information, NCIC reports, suspect information, suspect statement, criminal history information, search warrants, line-ups, arrest and booking records, subpoenas and prosecution reports, copies of court documents, bulletins, teletypes, news releases, disposition, correspondence and related records.	Retain this series for the duration of the statute of limitations on the underlying charge or until ordered destroyed by a court of record.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 171.080 to NRS 171.100, NRS 200.010 to NRS 200.260, NRS 200.377 to NRS 200.3774, NRS 200.5095, NRS 193.140, NRS 171.1773 to NRS 171.1778, NRS 484A.680, NRS 484A.700, NRS 484B.527, NRS 484D.560 to NRS 484D.580, NAC 239.165 (1)(2)	NRS 1.020 Courts of record. The following courts are courts of record: The Supreme Court, The Court of Appeals, the district courts, the justice courts, and the municipal courts (a) In any case in which a jury trial is required, or (b) If so designated pursuant to NRS 5.010.

Internal Affairs Files **LRDA # 2007788**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents administrative investigations of peace officers and may include but is not limited to cause statements, complaint, transcript of interviews, hearing records, officers reply, audio and/or visual recordings, polygraphist records, findings and recommendations, correspondence and related records.	Three (3) calendar years after resolution.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 289.020 to 289.120, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	These files may be destroyed earlier upon the order of a court of record, upon order of the law enforcement agency or through a labor agreement.

Interstate Identification Index (Triple III) Log **LRDA # 20071456**

Description	Minimum Retention Period	Disposition	Legal Citations	References
The III system is an interstate/Federal-State computer network that provides the means of conducting national criminal history record searches to determine whether a person has a record anywhere in the country. This record series documents inquires of the III system database.	One (1) calendar year from the date of inquiry.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	28 CFR 20.30 to 28 CFR 20.38, NAC 239.165 (1)(2)	None

Investigation Files **LRDA # 20101830**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents investigations of criminal offences, traffic offences, missing persons, accidents, and other significant events requiring law enforcement response.	For investigations resulting in arrest: File with applicable incident/crime report. For investigations not resulting in arrest: Retain until statute of limitations for offense being investigated expires.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 171.080 to 171.095, NAC 239.165	None.

Jail Inspection Report or Log **LRDA # 20071503**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the inspection of cells, common areas, kitchens and other work areas of jails and detention facilities by the health authority.	Six (6) calendar years from the date of the report or log.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b), NRS 444.335, NAC Chapter 211, NAC 239.165 (1)(2)	None.

Jails: Commissary and Kitchen Records **LRDA # 2007825**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the routine operations and control of jail commissary, kitchens, and canteens. This series may include but is not limited to commissary reports, food logs, meal counts, meal plans, order forms, accounting records, inventory control documents, supply reports, use reports, copies of purchase orders or requisitions, invoices, receipts or vouchers, balance sheets, and similar documents.	Until completion of annual audit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624, NRS 211.360	None

Jails: Incident Reports **LRDA # 2007827**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents reports of incidents in, or on the grounds of, jails or detention facilities. This series may include but is not limited to records documenting the investigation of the incident, description of incident, persons involved (if known), date and time of the occurrence, accident reports, damage assessments, medical reports, witness statements, actions taken, arrest reports, summary reports, correspondence and related documents.	Two (2) calendar years from the date of the incident.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 212.190, NRS 212.070, NRS 211.020, NRS 11.190 (4)(e), NAC 239.165 (1)(2)	Incidents may involve employees, inmates, visitors, and others. If an incident results in a criminal investigation and arrest, a copy of the incident report should be added to the arrested individuals case file.

Jails: Inmate Abandoned Property Report or Log **LRDA # 20071501**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reports or logs of personal property abandoned upon an inmates transfer or release. This series may include but is not limited to property identification records, property tags, inmate personal information, reports submitted to the State Treasurer, correspondence, and records documenting the final disposition of the property.	Three (3) calendar years from the date of the report or log.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 354.625, NAC 239.165 (1)(2)	None.

Jails: Inmate Activity Requests **LRDA # 20071500**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of logs or forms documenting an individual inmates request to attend church; educational classes; and self-improvement programs such as Alcoholics Anonymous and Narcotics Anonymous.	Two (2) calendar years from the date of log or form.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 211.120, NRS 211.210 to 211.220, NRS 11.190 (4)(a), NRS 11.190 (4)(e), NAC 239.165 (1)(2)	None

Jails: Inmate Case Files **LRDA # 2007828**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer and document information on individuals confined in a jail or detention facility. This series may contain but is not limited to inmate identifying information, reports and records of inmate criminal history, fingerprint cards, mug shots and other identifying photographs, information sheets, admittance and assessment records, date of entry / release records, behavioral information, incident and disciplinary reports, gang affiliations, copies of police reports, copies of arrest records, information gathered from case files, treatment plans, educational records, work release records (if applicable), pre-release agreements, release or transfer records, copies of court documents, orders, standard forms, correspondence, and other relevant information concerning the arrest and confinement of an inmate.	Eighty-five (85) calendar years from the inmate's date of release or transfer; or five (5) calendar years from the confirmed death of the individual, whichever is first.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 179A.070, NRS 179A.075, NRS 179A.100, NRS 11.190 (1)(a), NAC 239.165 (1)(2)	None.

Jails: Inmate Funds, Records of **LRDA # 2007829**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records provide an accounting of individual inmate's funds maintained by the jail or detention facility for use of those inmates. Records usually include the inmates name and number, date, and records documenting deposits, withdrawals, purchases and receipt.	Until completion of annual audit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624, NRS 211.380	None

Jails: Inmate Grievances **LRDA # 20161925**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series provides documentation of the investigation into any grievance filed by an inmate. Information may include but is not limited to name of the inmate, inmate number, description of grievance, names of individuals involved, description of any related incidents, investigative notes, disciplinary actions, results of the investigation, grievance findings, and final action.	Three (3) calendar years following the final disposition of the grievance.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Civil Rights of Institutionalized Persons Act (CRIPA), 42 USC 1997, 28 CFR 40.10	None.

Jails: Inmate Mail Log or Report **LRDA # 20071502**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the mail sent and received by inmates, indicating who the mail is from and to, and if it is acceptable to give to the inmate while incarcerated.	Two (2) calendar years from the date of the log or report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (4)(a)	None

Jails: Inmate Medical Records – Youth **LRDA # 20181992**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents medical treatment given to inmates. This series may contain but is not limited to treatment logs, prescriptions, health questionnaires, laboratory reports, x-ray reports, medical reports from other facilities, and related records. Information may include inmate's name, date of treatment, description of treatment, and related data.	Retain these records until the individual attains the age of 23.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 CFR 1003.1570, NRS 211.140, NRS 629.021to 629.061, NAC 239.165 (1)(2)	None.

Jails: Inmate Medical Records-Adult

LRDA # **2007843**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents medical treatment given to inmates. This series may contain but is not limited to treatment logs, prescriptions, health questionnaires, laboratory reports, x-ray reports, medical reports from other facilities, and related records. Information may include inmate's name, date of treatment, description of treatment, and related data.	6 (six) calendar years from the date of receipt or production of the record, whichever is later.	Records in this record series contain confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 CFR 1003.1570, NRS 211.140, NRS 629.021to 629.061, NAC 239.165 (1)(2)	None.

Jails: Inmate Work Program Records

LRDA # **2007833**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer inmate work programs. This series may contain but is not limited to inmate information, offense information, skills assessments, screening documentation, selection or rejection information, work assignment information, copies of work release agreements, salary information, related program reports, correspondence and similar documents.	Three (3) calendar years from the year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 211.210 to 211.230, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Jails: Kitchen Inventory List

LRDA # **20071656**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of an inventory of all small utensils and equipment used in the kitchen.	Three (3) calendar years from the date of the list.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Law Enforcement

Jails: Register **LRDA # 2007830**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series provides summary information on inmates currently committed to a jail or detention center. Information in this series usually includes the name of inmate, age, gender, date of birth, intake number, offense, date of commitment and by what authority, term of confinement, date of release or transfer, and similar information.	Five (5) calendar years from the date of the register.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 248.050, NRS 211.030, NRS 211.090, NAC 239.165 (1)(2)	None.

Jails: Release Orders **LRDA # 2007831**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are orders for the release of individuals from the custody of jails or detention centers. Release orders usually include individuals name, number, order date, court information, any conditions of release, judge's signature, and similar information.	Three (3) calendar years from date of release, and add copy to inmate's file.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Jails: Roster of Inmates **LRDA # 2007832**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is a roster or population report of the inmates currently incarcerated in a jail or detention facility.	Ninety (90) days after roster is updated.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Jails: Suicide Threat \ Precaution Records **LRDA # 20071505**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the action taken when an inmate is deemed to be suicidal or has special management needs. This series may include but is not limited to watch reports, shift change reports, reports documenting the emotional state of the inmate, and reports documenting the precautions taken.	Three (3) calendar years from the date of the incident.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(a)(e), NAC 239.165 (1)(2)	None.

Jails: Video Recordings **LRDA # 20141886**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of video recordings used to maintain surveillance of inmate activities within the jail/detention facility. They contain footage of daily inmate activity, orientation, and disturbances. They may also contain physical building orientation and security practices.	Sixty (60) days from the date of the recording.	This record series may contain restricted or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	None	None.

Jails: Visitors Log **LRDA # 2007834**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents information about visitors to inmates confined in an agency correctional facility. This series may include but is not limited to logs, visitor cards, request slips, and similar records. Information often includes date, time in, visitor's name and address, visitor's signature, object of visit, time out, and related information.	One (1) calendar year from the date of last entry in the log.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 211.140	None

Juvenile Incident/Crime Reports **LRDA # 2007835**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document information on juveniles investigated and/or arrested by law enforcement. This series may contain but is not limited to arrest report, reports and records of juveniles criminal history, juveniles identifying information, parent or guardian information, fingerprint cards, mug shots and other identifying photographs, information sheets, behavioral information, incident reports, police reports, booking information, copies of court documents, standard forms, correspondence, and related documents.	Permanent, sealed at age 24 or prior by court order.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 62H, NAC Chapter 62H, NRS 11.190 (1)(a), NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

K-9 \ Horse Management Records **LRDA # 20071255**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer the management of police force K-9s and horses. This series may contain but is not limited to information on certification, history, status, animal's health, training records and logs, incident reports, handling officer's information, correspondence, related forms and similar documents.	Two (2) calendar years after the end of animal's service.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (4)(e)	None

Law Enforcement Training Records **LRDA # 2007871**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer law enforcement employee development and training. This series may contain but is not limited to employee name, social security number, badge or ID number, request for training forms, training plans, training exercises, test scores, training history, training certificates, documentation of continuing education, records documenting completion of mandatory training requirements, course outlines, courses taken, copies of course material, attendance records, weapons proficiency tests, copy of POST certificates, training evaluations, reports detailing training needs, records authorizing and administering the granting of educational leave, training summaries, reports, forms, related correspondence and similar records.	Three (3) calendar years from the transfer, separation, retirement, or termination of the employee.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 289.450 to NRS 289.600, NAC Chapter 289, NAC 239.165 (1)(2)	A copy of the employee's development and training information should be sent to the employee and the new agency upon transfer.

Law Enforcement

Licenses, Business Background: Application **LRDA # 2007839**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the background investigation by law enforcement of applicants for business licenses. This series includes gaming, liquor or any other type of business license listed in a local ordinance or code.	Three (3) calendar years from the date of the investigation.	Records in this record series contain confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 463.160, NRS 463.180, NRS 463.190, NRS 463.1605, NRS 463.230 to NRS 463.242, NRS 11.190(3)(d), NRS 11.190 (4)(a), NAC 239.165 (1)(2)	None.

Licenses, Business Background: Suspensions and Revocations **LRDA # 2007840**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the investigation of a licensee who apparently is engaged in any conduct or transaction which could lead to the restriction, suspension or revocation of their business license.	Ten (10) calendar years from date of last action.	Records in this record series contain confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 463.160, NRS 463.1605, NRS 463.180, NRS 463.190, NRS 463.280, NAC 239.165 (1)(2)	None.

Licenses, FCC: Station **LRDA # 2007838**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the process of obtaining licenses for radio system and other communication system operations from the Federal Communication Commission (FCC). This series may contain but is not limited to applications, permits, contracts and/or agreements, authorizations, copy of license, logs, forms, supporting documents, correspondence, and similar data.	Six (6) calendar years from the expiration or renewal of the license.	Records in this record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	47 CFR 90.15 to 47 CFR 90.20, NRS 11.190 (1)(b), NRS 239C.210, NAC 239.165 (1)(2)	None.

Missing Persons Incident/Crime Report **LRDA # 20071511**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reports and similar records taken by law enforcement of persons (children and adults) believed to be missing or abducted. This series may contain but is not limited to reports documenting missing persons identifying information, last known location, time last seen, clothing worn at time of disappearance, driver's license information, motor vehicle information, copy of fingerprints, photographs, dental records, x-rays, reports submitted to other agencies, other pertinent information gathered from parent, legal guardian, or next of kin, correspondence and related documents.	Retain unsolved cases Permanently. Retain solved cases for the same retention period as the applicable investigation file. If the person is located alive and no crime has occurred retain for three (3) calendar years from the law enforcement agency's close of case.	This record series contains confidential information.	NRS 432.185 to NRS 432.380, NRS 480.500, NAC 239.165 (1)(2)	See also Investigation Files.

Mobile Audio-Visual Recordings **LRDA # 20071510**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of audio-visual recordings of law enforcement field actions. These recordings consist of event, non-event, or test recordings. Event recordings involve footage of a unique or unusual incident or action from which litigation or criminal prosecution is expected or likely to result. Non-event recordings involve footage that do not have value to aid in an investigation or prosecution, such as footage of an incident or encounter that does not lead to an arrest or citation or of the general activities that an officer might perform while in the field such as assisting a motorist, clearing roadways, and similar activities. Test recordings do not document encounters with the public and are usually used for training purposes and as an aid in adherence to departmental policies.	Transfer event recordings to the appropriate record series for the event documented and retain in accordance with the approved schedule for that record series. Retain non-event recordings for a minimum period of fifteen (15) days. Test recordings may be removed from system when no longer administratively useful to the agency.	Recordings containing confidential or sensitive information should be destroyed in a secure manner	NRS 289.830, NRS 171.080 to NRS 171.100, NRS 484E.110, NRS 484A.680, NRS 484D.560 to NRS 484D.580, NAC 239.165 (1)(2).	Any record made by a portable event recording device pursuant to NRS 289.830 (2) is a public record which may be (a) Requested only on a per incident basis and (b) Available for inspection only at the location where the record is held if the record contains confidential information that may not otherwise be redacted.

Mobile Data Computer Transmissions (MDC) **LRDA # 20071634**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents mobile data computer transmissions such as dispatch related transactions, information checks, status updating, and messaging transactions between patrol units.	Ninety (90) days from the date of the transmission.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.210 (f), NAC 239.165 (1)(2)	None

Parking Citations **LRDA # 20071461**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are copies of parking tickets issued for meter violations and other parking infractions. Information may include but is not limited to date, time, license number of vehicle, make and model year of vehicle, officer's name, place of violation, type of violation, ticket number, and similar information.	Two (2) calendar years from the date of issuance.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 484A.700 , NRS 484B.527, NRS 484A.680	None

Parking Meter Collection Records **LRDA # 20071463**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the collection and deposit of funds received from parking meters.	Until completion of annual audit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 266.280, NRS 484B.030, NRS 354.624	None

Pawn Shop Records

LRDA # **2007848**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is a daily transcript or report of the merchandise bought, sold, or held in pledge by pawnbrokers. Information in this series includes but is not limited to the time, date, and place of transaction, the name or other identification of the person or employee conducting the transaction, a complete and accurate description of the goods acquired, including serial numbers, manufacturer's numbers, or other identifying marks, the name, age, address, and description of the person from whom the goods were acquired, the type of identification provided, the issuing agency, the identification number, the amount loaned, the number of the pawn ticket issued, and a signed statement swearing that the seller has the authority to sell or pledge these goods.	One (1) calendar year from the date of the record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 646.020 to NRS 646.047, NAC 239.165 (1)(2)	None.

Peace Officer Disciplinary Action Records

LRDA # **2007807**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents dismissals, suspensions, progressive disciplinary measures, and other actions against peace officers. This series may include but is not limited to cause statements, administrative investigation records, hearing records, findings and recommendations, appeal records, correspondence, and related records.	Three (3) calendar years after employee separation.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 289.020 to 289.120, NRS 11.190 (3)(d), NAC 284.718, NAC 239.165 (1)(2)	These files may be destroyed earlier upon the order of a court of record, upon order of the law enforcement agency or through a labor agreement.

Photographs, Law Enforcement

LRDA # **20071506**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of photographic images (stills, prints, negatives, slides, etc.) of crime scenes, accidents, domestic violence, property damage, property and similar photographs.	Retain this record series for the same retention period as the applicable incident/crime report.	None	None	Review for historical value.

Police Officer Medical Files **LRDA # 20071465**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document an individual police officers work related medical history. This series may contain but is not limited to medical and/or physical examination records (pre-employment, pre-assignment, periodic, or episodic), required tests, X-rays, records of significant health or disability limitations related to job assignments, documentation of work related injuries or illnesses, hearing test records, hazard exposure records, first aid incident records, physical examination statements, medical release authorizations, signed consent forms, correspondence and related documents.	Six (6) calendar years after the death of the police officer.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 164.530 (j)(2), NRS 616C.052, NRS 617.135, NRS 617.454 to 617.457, NRS 617.485, NAC 616C.088 (2), NAC Chapter 617, NAC 239.165 (1)(2)	Hazard exposure records document an employee's exposure to hazardous conditions such as chemicals, toxic substances, blood-borne pathogens, biological agents, bacteria, virus, fungus, radiation, noise, dust, heat, cold, vibration, repetitive motion, or other dangerous conditions.

Polygraph Examinations **LRDA # 2007851**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents polygraph examinations given to criminal suspects, prospective employees, and others. This series may contain but is not limited to pre-examination records, question sheets, polygraph charts, reports of examination results, films, audio and video recordings of examinations, chart analysis, statements, conclusions and opinion of the examiner, background information, correspondence, and related documents.	Three (3) calendar years from the date of the test.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 801.30, NRS 648.183 to NRS 648.199, NAC 239.165 (1)(2)	None.

POST Course Certification Documentation **LRDA # 20141884**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents law enforcement training courses certified by the Peace Officers Standards and Training Commission (POST). The files may contain but are not limited to concise synopsis of the course, including, the title of the course, the intended goals of the course and specific objectives for the students in the course, detailed lesson plans, list of the intended instructors, the total amount of hours of instruction, description of the written or practical examinations, bibliography of all resource materials used to prepare the course, and related correspondence.	Three (3) calendar years from the decertification of the course or from the date the course has been superseded or no longer taught.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 289.510, NRS 289.590, NAC 289.300 to 289.320	POST is the office of record for this record series. POST is required through their records retention schedule (RDA 2010-027) to retain this data for 35 years after all officers trained by the course have left law enforcement service.

Law Enforcement

Processes, Civil Cases **LRDA # 2007852**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents pertinent information contained/listed in writs, orders, notices, and other civil process issued by a court or other legally authorized agency or individual to be executed, posted, or published by law enforcement.	One (1) calendar year after date of service or return.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Protective Order Log **LRDA # 20141889**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This is a log of protective orders served by law enforcement. Information in the log may include but is not limited to officer's name, badge/ID number, protected party information, adverse party information, and date served.	One (1) calendar year from the date the order was served.	This record series should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 33.060 to 33.065, NRS 33.300, NRS 33.430	The clerk of the court maintains a record of each order registered pursuant to NRS Chapter 33.

Radio and Car Logs **LRDA # 20071633**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents radio calls giving time called, car or station calling, car or station called, car location, nature of call, and acknowledgment.	One (1) calendar year from the date of the call.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Records Dissemination Log **LRDA # 2007859**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the dissemination of information of an individual's criminal history. This log must contain an entry showing to what agency or person the records of criminal history were provided, the date on which the information was provided, the person who is the subject of the information, and a brief description of the information provided.	One (1) calendar year from date information was provided.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 179A.130, NAC 239.165 (1)(2)	None.

Records of Convicted Person Registration **LRDA # 2007861**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are records maintained by law enforcement agencies of the registration of a convicted person required by law to register, who is living within the agencies jurisdiction. This series may contain but is not limited to individuals name, alias, address and occupation, social security number, identifying characteristics such as race, sex, age, hair and eye color, scars and blood type, name of employer, drivers license and vehicle information, crime committed and convicted of, date of conviction, place of conviction, sentence imposed, victim information, handwriting exemplars, DNA exemplars, photographs, fingerprints, correspondence and related documents.	Twenty (20) calendar years after offender is no longer required by law to register, or if the law enforcement agency has certain knowledge that an offender has moved from its jurisdiction ten (10) calendar years after offender leaves the jurisdiction.	Records in this record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 179C.010 to 179C.220, NRS 11.190(1)(a), NRS 11.190 (3)(d), NRS 11.190 (4)(a)(e), NAC 239.165 (1)(2)	NRS 179C.010 “Convicted person” means: a person convicted in the State of Nevada or convicted in any place other than the State of Nevada of two or more offenses punishable as felonies, a person convicted in the State of Nevada of an offense punishable as a category A felony, a person convicted in the State of Nevada or convicted in any place other than the State of Nevada of a crime that would constitute a category A felony if committed in this state on July 1, 2003. 2. For the purposes of this chapter, “convicted person” does not include: (a) A person who has been convicted of a crime against a child, as defined in NRS 179D.210, or a sexual offense, as defined in NRS 179D.410; or (b) Except as otherwise provided in this chapter, a person whose conviction is or has been set aside in the manner provided by law.

Records Ordered Sealed by a Court **LRDA # 2007860**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents records ordered sealed by a court of record in accordance with state and federal laws. This series may contain but is not limited to petition notice, affidavits, data sheets, copy of criminal history, copies of court documents, testimony of law enforcement, testimony of prosecuting attorney, hearing records, records of rehearing, evidence, signed order of the court sealing the records, access logs [detailing the authorized inspection of the records], computer printouts, microfilm, microfiche, and related documents.	Retain the sealed record for the same authorized retention period as the equivalent non-sealed record, unless directed otherwise by a court of record.	The sealing of a record limits access to the record, but does not normally effect the retention period.	NRS 179.245 to 179.301, NRS 176A.265, NRS 453.3365, NRS 239.125, NAC 239.165 (1)(2)	Non-permanent records in this series should be destroyed in a secure manner that will prevent reconstruction of the information.

Report of Multiple Sale or Other Disposition of Pistols and Revolvers-ATF form 3310.4 **LRDA # 20161944**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This is a form used by licensees to report all transactions in which an unlicensed person acquired two or more pistols or revolvers or any combination of pistols or revolvers totaling two or more at one time during five consecutive business days. In accordance with 18 USC 923 (g)(3)(a) licensees are required by federal law to send a copy of ATF form 3310.4 to the State police or the local law enforcement agency in the jurisdiction where the sale took place.	Retain no more than twenty (20) days from the date the form is received.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	18 USC 923 (g)(3)(a), 18 USC 923 (g)(3)(b)	18 USC 923 (g)(3))(b): Except in the case of forms and contents thereof regarding a purchaser who is prohibited by subsection (g) or (n) of section 922 of this title from receipt of a firearm, the department of State police or State law enforcement agency or local law enforcement agency of the local jurisdiction shall not disclose any such form or the contents thereof to any person or entity, and shall destroy each such form and any record of the contents thereof no more than 20 days from the date such form is received.

Law Enforcement

Sale of Personal Property **LRDA # 20161938**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the sale of personal property by law enforcement to satisfy court awarded judgments.	Six (6) years from the date of the sale.	If this record series contains confidential or sensitive information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 248.120, NRS 11.190 (1)(a), NRS 11.190 (3)(d)	None.

Sex Offenders and Offenders Convicted of a Crime Against a Child Registration **LRDA # 20071685**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are records maintained by law enforcement agencies of the registration of sex offenders and offenders convicted of a crime against a child who are living within the agencies jurisdiction. This series may contain but is not limited to individuals name, alias, address and occupation, social security number, identifying characteristics such as race, sex, age, hair and eye color, scars and blood type, name of employer, drivers license and vehicle information, crime committed and convicted of, date of conviction, place of conviction, sentence imposed, victim information, handwriting exemplars, DNA exemplars, photographs, fingerprints, correspondence and related documents.	The lifetime of the individual (if known) or until presumed dead at age one hundred (100), whichever is sooner. If the law enforcement agency has certain knowledge that an offender has moved from its jurisdiction retain this series for ten (10) calendar years after offender leaves the jurisdiction.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 179D.010 to 179D.570, NRS 213.1243, NAC 213.290, NAC 239.165 (1)(2)	None.

Special Unit/Task Force Activity Records **LRDA # 20161924**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the activities of special units/task forces such as Special Weapons and Tactics, (SWAT), gang units, narcotics enforcement, K-9, anti-graffiti, DUI, search and rescue, and similar special operations police units. These types of units may be ongoing, limited duration, or just organized to address a specific problem or situation, and not intended to carry on beyond a final report or activity. Records in this series may include but are not limited to activity reports, programmatic records, intelligence reports, risk assessments, community outreach records, personally identifying information, maps, diagrams, photos, blueprints, etc., related correspondence, and similar records.	Retain annual activity reports (if applicable) permanently. Retain other activity reports for a minimum period of three (3) calendar years after completion of the operation, or for ongoing operations three (3) calendar years from the end of the calendar years to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None.

Special Watch Records **LRDA # 20071459**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents special and vacation watches performed by law enforcement at the request of residents, business owners, and the public. This series may include but is not limited to the name and address of requestor, name, address, and telephone number of the business or residence, reason for watch request, type of watch, authorizations, date and time location was checked, officer's name and number, date check ended, officer remarks, correspondence, and similar data.	Cancellation of the watch.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None

Speed-Timing Equipment **LRDA # 2007855**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the maintenance and calibration of radar guns, camera radar, and similar speed-timing devices. This series may contain but is not limited to factory certification of calibration, testing records, inspection records, records of results, maintenance and repair records, date of service or repair, equipment number, make and model, certificates, supporting documents, and similar information.	Three (3) calendar years after equipment is no longer in service.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 459.920, NRS 11.190 (3)(d)	None

Suspect Photographs (including Mug Shots) **LRDA # 2007850**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of photographs of individuals who have been detained or arrested for various criminal offenses. These types of photographs are often used by law enforcement personnel, victims, and witnesses to aid in the identification of suspects. Information may include suspects name, address, description, date of birth, distinguishing marks or tattoos, and related information.	Add a minimum of two (2) prints to the individuals incident/ crime report or inmate file, or in a mug shot or digital photo program.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 171.1223 to 171.123, NAC 239.165 (1)(2)	None.

Temporary Criminal Intelligence Research and Statistical Records **LRDA # 20121845**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document research and analysis where a person was associating with a subject suspected of criminal activity and an immediate determination as to the involvement with the subject could not be determined. The record may include but is not limited to personal identifying information, various reports with supportive documentation, maps, diagrams, photos, blueprints, etc., data entries, related correspondence, and similar information.	Retain these records for no longer than one (1) calendar year from the date of determination.	This record series contains confidential and restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	28 CFR 22.23, NRS 239B.030, NRS 239C.210, NAC 239.165	None.

Traffic Citations **LRDA # 2007877**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents citations issued by law enforcement to drivers violating motor vehicle and traffic laws. This series usually includes date, time, location of violation, nature of offense, driver’s name, address, occupation, state licensed, license number, vehicle's license number, state, make of vehicle, violation code, citation number, officers name, and signature of person receiving citation.	Two (2) calendar years from the date of issuance.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 484D.560 to 484D.580, 484A.680, NRS 706.235, NAC 239.165 (1)(2) (1)(2)	None.

Law Enforcement

Traffic: Accident Incident/Crime Reports **LRDA # 2007875**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents reports of traffic accidents and the investigation of traffic accidents by law enforcement personnel. This series may contain but is not limited to name, address, and license number of driver or drivers involved, date and time of accident, location of accident, information on vehicle or vehicles involved, narrative reports regarding circumstances, diagramed description of how the accident happened, roadway description, prevailing conditions, damage reports, injury reports, name, and address of witnesses, blood-alcohol analyses, reports of incidents, citations issued (if applicable), copy of report submitted to Department of Motor Vehicles, other various reports, forms, photos, correspondence, and related documents.	Five (5) calendar years from the date of the investigation. Retain records of accidents not investigated by law enforcement for a minimum period of two (2) calendar years from the date of accident notification.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 484E.050, NRS 484C.170, NRS 484E.110, NRS 484E.120, NRS 480.360, NRS 484A.660, NRS 11.190 (4)(a)(e), NAC 239.165 (1)(2)(1)(2)	None.

Trespass Warning Citations **LRDA # 20181981**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of warning citations issued for trespassing. Individuals issued these warning citations do not receive any type of fine or court date.	Retain for a minimum period of one (1) calendar year from the date of issuance.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 207.200, NAC 239.165	None.

Unmanned Aerial Vehicle Recordings – Law Enforcement **LRDA # 20181987**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series may consist of recorded images, sound waves, odors, and associated data captured by Unmanned Aerial Vehicles (UAV) during law enforcement activities.	Retain recordings for the same retention period required for an equivalent hardcopy record. It is recommended that recordings that may contain personally identifiable information (PII) not be retained for more than one-hundred eighty (180) days.	If this record series contains confidential or restricted information that information must be destroyed in a secure manner that will prevent its reconstruction.	Presidential Memorandum: Promoting EconomicCompetitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems, Privacy Act of 1974 (5 U.S.C. 552a), NRS 493.112, NAC 239.165	NRS 493.112 (4) Any photograph, image, recording or other information that is acquired by a law enforcement agency through the operation of an unmanned aerial vehicle in violation of this section, or that is acquired from any other person or governmental entity, including, without limitation, a public agency and any department or agency of the Federal Government, that obtained the photograph, image, recording or other information in a manner inconsistent with the requirements of this section, and any evidence that is derived therefrom: (a) Is not admissible in and must not be disclosed in a judicial, administrative or other adjudicatory proceeding; and (b) May not be used to establish reasonable suspicion or probable cause as the basis for investigating or prosecuting a crime or offense.

Use of Force Reports - No Weapon Involved **LRDA # 20161933**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the investigation of use of force by law enforcement officers while in the line of duty. This series may contain but is not limited to use of force incident reports, investigation records, summary and analysis of all relevant evidence, findings, departmental forms, various reports, correspondence and related information.	For reports resulting in disciplinary action-three (3) calendar years and add summary report to personnel file. For reports not resulting in disciplinary action three (3) calendar years from the date of the report.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d),(4)(a)(e), NRS 41.0336, NRS 289.040, NRS 289.057	These records may be destroyed earlier upon the order of a court of record, upon order of the law enforcement agency or through a labor agreement.

Vehicles, Maintenance and Repair Records **LRDA # 2007880**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the maintenance and repair history of vehicles used by law enforcement. This series may contain but is not limited to description of the vehicle, manufacturer's owner and repair manual, service and repair records, copies of invoices of parts and labor, routine maintenance logs, warranties, related correspondence, and similar documents.	Life of vehicle; If the vehicle is involved in an accident retain for the life of the vehicle plus three (3) calendar years.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Vulnerability Assessments **LRDA # 20121843**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These assessments are used to document the vulnerability of physical structures to criminal activity. Records may include but are not limited to contact information, analysis reports and supporting documentation, copies of security plans, maps, diagrams, photos, blueprints, related correspondence and similar information.	Retain these records as long as they hold value to the agency.	This record series contains confidential and restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	28 CFR 22.23, NRS 239B.030, NRS 239C.210, NAC 239.165	None.

Warrants (copy of court records) **LRDA # 2007882**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents written orders of the court. This series may include but is not limited to informational documents related to the wanted person, teletypes, subpoena or summons, and other records relevant to the service of warrants. Warrant information usually includes date, court, judge's name, individual's name and date of birth, charge, and related information.	Until served, executed, recalled, or cancelled by the court.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 248.100, NRS 259.140, NAC 239.165 (1)(2)	None.

Work Permit/Cards **LRDA # 2007885**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer records associated with employee work cards as required by state law, county or municipal codes. This series may contain but is not limited to a referral or hire slip from the prospective employer, work card application packet, applicant personal information, signed authorization for release of information forms, copy of criminal history, investigative records, applicant fingerprints, applicant photograph, proof of payment of fees, and related documents.	Three (3) calendar years from the expiration, renewal, or denial of the work permit or card, or for the period required by local ordinance or code, whichever is longer.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 118A.335, NRS 648.060, NRS 599B.115, NRS 432A.175, NRS 655.070, NRS 11.190 (3)(d), NRS 11.190 (4)(a) and others, County Code, Municipal Code, NAC 239.165 (1)(2)	The purpose of the work card is to regulate businesses, trades and professions that require a high degree of supervision and that seriously affect the public health, safety, prosperity, security, comfort, convenience, general welfare and property of the State and its residents.

Work Permit/Cards for Prostitutes, All Records **LRDA # 2007891**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer records associated with the employees of brothels (prostitutes, bartenders, managers, and others) required by county code to be licensed.	Three (3) calendar years from the expiration, renewal, or denial of the work card.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 441A.800 to 441A.815, County Code,NRS 11.190 (3)(d), NRS 11.190 (4)(a)(e) NAC 239.165 (1)(2)	None.

Work Permits/Cards: Receipts for Work Cards **LRDA # 2007889**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the payment of fees for processing work cards.	Until resolution of an annual audit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624	None

Catalog Records **LRDA # 2007893**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of electronic or physical records identifying and describing books and other materials in library collections. Information usually includes name of author, title, subject, publisher, publication date, and call number.	Until superseded or no longer needed for reference.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Collections of Fines and Fees **LRDA # 2007894**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents money received for library fines, lost books, copy machine use, laser prints, facsimile services, computer-assisted legal research, and similar fines or fees. Information usually includes amount of money received, what the money was received for, date, and signature of person receiving payment.	Until annual audit is completed	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NRS 239.013, NAC 239.165 (1)(2)	None.

Copy Log **LRDA # 2007895**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents copy machine usage.	Until annual audit is completed	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.624	None

Law Library

Narrative Reports **LRDA # 20071561**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of annual reports relating to law library statistics on expenditures, circulation, attendance, print and non-print inventory, services and/or programs and other pertinent information.	Retain annual reports Permanently. Retain other activity/program reports (not otherwise scheduled in this section) for a minimum period of two (2) calendar years from the year created.	This record series should not contain confidential or restricted information. Non-permanent records may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Register of Borrowers **LRDA # 2007898**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains information on individuals granted borrowing privileges. Information includes patron's name, law library card information, item borrowed, due date, and date returned.	One (1) calendar year after last activity shown on register.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.013, NAC 239.165 (1)(2)	None.

Parks and Recreation

Application to Become a Park Commissioner **LRDA # 2007903**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Applications and resumes submitted to parks and recreation departments by individuals seeking to become a park commissioners. Usually contains name, address, phone or contact number, social security number, job skills, employment history, educational background and similar documents.	Two (2) calendar years after the applicant is accepted or rejected.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.31, NAC 239.165 (1)(2)	None.

Applications to Rent or Lease Facilities **LRDA # 2007904**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of applications to rent/lease parks and recreation facilities and may contain but is not limited to facility request forms, applications, reservation forms, registration lists, copies of waivers, copies of permits, fee schedules, accounting reports, related correspondence and similar records.	Until annual audit is completed	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NRS 239.0105	None.

Behavioral Reports **LRDA # 20161943**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document problems/inappropriate behavior in Safekey and similar types of parks and recreation sponsored programs. Series may include but is not limited to personally identifying information, copy of participant code of conduct, “let’s think about it form”, report documenting problem/inappropriate behavior, signed copy of report received from parent or guardian, and similar documentation.	One (1) calendar year from the date of the incident.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.0105	None

Construction of Facilities, Proposed or Completed **LRDA # 2007906**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents new construction or modification to existing park structures and may contain but is not limited to copies of applications and permits; inspection reports; plans; maps; blueprints; as-built drawings; design files; project orders, related correspondence, and similar documents.	Six (6) calendar years after construction completed or abandoned.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Contractors, Records of Persons Hired as **LRDA # 2007908**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains information on persons hired as contractors on parks and recreation projects and may contain but is not limited to contractor name and license number, business name and license number, project information, duplicate copies of contracts or agreements, billing claims, copies of cancelled checks, correspondence and similar documents.	Three (3) fiscal years from the completion of the project.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239B.030, NAC 239.165 (1)(2)	None.

Equipment: Rental Records **LRDA # 2007916**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the renting of parks and recreation equipment by individuals or groups.	Until annual audit is completed	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NRS 239.0105, NAC 239.165 (1)(2)	None.

Equipment: Usage Reports **LRDA # 2007911**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the use of parks and recreation equipment by individuals or groups.	One (1) fiscal year from the end of the fiscal year to which the record pertains. Review for historical value.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.0105, NAC 239.165 (1)(2)	None.

Equipment: Use Requests **LRDA # 2007910**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests by individuals or groups to use parks and recreation equipment.	One (1) fiscal year from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.0105, NAC 239.165 (1)(2)	None.

Park and Facility Inspection Records **LRDA # 20071579**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents periodic inspections of parks and facilities to check for damage and recommend repairs and maintenance. Records often include inspection worksheets or checklists, maintenance request forms, maintenance and repair reports, correspondence and related documents.	Six (6) calendar years from the date of the inspection.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b), NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Park/Facility Inventories, Property and Equipment **LRDA # 2007917**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents property and equipment records and inventories. This series may contain but is not limited to copies of purchase orders, monthly property reports, descriptions of items, manufactures model and serial number, fiscal reports related to original cost, value, commodity codes, memos, correspondence and other related records.	One (1) fiscal year after inventory isu pdated/supersede d.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Permits Issued for Park or Facility Use **LRDA # 2007919**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents permits issued for park or facility use by individuals or groups and may contain individual or group information, copy of permit, rental information, payment documents, receipts, related correspondence and similar documents.	One (1) fiscal year after completion of an annual audit. Review for historical value.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NRS 239.0105, NAC 239.165 (1)(2)	None.

Programs: Accidents Occurring During a Program Which Result in Personal Injury or Death **LRDA # 2007920**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents accidents during a program which result in personal Injury or death. Reports may contain but are not limited to date and time of accident, location of accident, type of accident, narrative reports regarding circumstances, parties involved, injury reports, copies of medical treatment reports, property damage reports, witness statements, copies of police reports, departmental forms, releases, notes, photos, correspondence, and related documents.	Three (3) calendar years from the end of the calendar year to which the record pertains, if no action is pending.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 239.0105, NAC 239.165 (1)(2)	None.

Programs: Descriptions of Programs **LRDA # 2007921**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the planning, development, and publication of various recreational programs offered by parks and recreation departments. This series may contain but is not limited to course or program descriptions, lesson plans, instructor information, handouts, pamphlets, instruction manuals, and similar documents.	Until program is completed.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Programs: Participant Registration and Attendance Records **LRDA # 2007922**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the registration and attendance of participants in various parks and recreation department sponsored events, activities, and classes. This series may contain but is not limited to registration/enrollment forms or cards, class or activity rosters, sign- in/sign-out sheets, and related documents. Information usually includes name, address, phone number, date of birth, pertinent medical information, signature of participant or parent or guardian, name, dates, and times of class or activity, fee paid, correspondence and similar documents.	One (1) calendar year after program ended.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.0105, NAC 239.165 (1)(2)	None.

Programs: Payment Records, Participants **LRDA # 2007923**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the payment of fees by participants of parks and recreation department sponsored events, activities, and classes and may contain but is not limited to billing and payment documents, receipts, related correspondence and similar documents.	Until annual audit is completed	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NRS 239.0105, NAC 239.165 (1)(2)	None.

Programs: Senior Citizens' Program Records **LRDA # 2007925**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the registration and attendance of participants in various parks and recreation department sponsored senior citizen programs. This series may include but is not limited to registration/enrollment forms or cards, class or activity rosters, sign- in/sign-out sheets, and related documents. Information usually includes name, address, phone number, date of birth, pertinent medical information, signature of participant, name, dates, and times of class or activity, fee paid (if applicable), correspondence and similar documents.	One (1) calendar year after program ended. Review for historical value.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.0105, NAC 239.165 (1)(2)	None.

Schedules for Use of Facilities **LRDA # 2007926**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the scheduling of parks and recreation facilities for use by individuals or groups.	One (1) calendar year from date scheduled.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.0105, NAC 239.165 (1)(2)	None.

Scholarship Applications **LRDA # 20161937**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of applications for scholarships for free or reduced pricing for participation in local government sponsored programs or events.	Three (3) years from the award or denial of the scholarship.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.0105, NRS 11.190 (3)(d)	None.

Statements or Waivers Releasing a Park or Recreation Department from Liability for Personal Injury **LRDA # 2007927**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents individual liability release forms required for participation in various programs offered by parks and recreation departments during the year. This series usually consists of event specific liability forms or waivers, participant information, contact information, signature of participant or parent/legal guardian, emergency contact information, and similar information.	Two (2) calendar years from the cessation of activity for which the release/waiver was signed, if no action is pending	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (4)(e), NRS 239.0105, NAC 239.165 (1)(2)	None.

Swimming Pool Operating Records **LRDA # 20071673**

Description	Minimum Retention Period	Disposition	Legal Citations	References
The record series documents the operation of local government operated swimming pools. This series may include but is not limited to water quality test and analysis reports, incident reports, copies of accounting documents, inspection and maintenance requests and reports, attendance counts, correspondence and similar documents.	Retain operation related records for three (3) calendar years from the end of the calendar year to which the record pertains, or for the period required by the Health Authority, whichever is longest. Retain copies of related accounting documents until completion of an annual audit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 354.624, NAC 444.150, NAC 444.262, NAC 444.264, NAC 444.522, NAC 239.165 (1)(2)	None.

Personnel

Affirmative Action Program Files **LRDA # 20071691**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer Affirmative Action Plans in accordance with federal and state EEO laws and regulations. This series may contain but is not limited to copy of Affirmative Action Plan, self-analysis documentation, compliance monitoring documentation, survey reports, completed forms, summary reports, related correspondence and similar documentation.	Three (3) calendar years from the end of the calendar year to which they pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR Part 1608, 41 CFR Part 60-2, 29 CFR 1602.30, NRS 613.310 to 613.435, NAC 239.165 (1)(2).	The federal Equal Opportunity Survey is confidential in accordance with 41 CFR 60-2.18 (d).

Alcohol and Drug Testing Records - Negative Results **LRDA # 20101814**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the testing of current and prospective employees for alcohol and/or controlled substances prohibited by policy or statute. This series may include but is not limited to records which document the collection process, random sample process, decision to administer reasonable suspicion drug or alcohol testing, laboratory reports, consent forms, forms documenting employees receipt of drug and alcohol policy, test results, correspondence, and any other pertinent documentation.	One (1) calendar year from the date screening was completed.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information. These records are not personnel records and must be kept in a separate location from employee personnel records per NRS 284.4068.	49 CFR 40.333, 45 CFR 164.501, NAC 239.165	Although this record series may contain "protected health information" as defined by HIPAA (Health Insurance Portability and Accountability Act, 42 U.S.C. § 1320d et seq.), these records are considered to be "employment records" under 45 CFR 164.501 definition of "protected health information" #2 (iii), and exempt from HIPAA access and retention requirements.

Alcohol and Drug Testing Records - Positive Results **LRDA # 2007302**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the testing of current and prospective employees for alcohol and/or controlled substances prohibited by policy or statute. This series may include but is not limited to records which document the collection process, random sample process, decision to administer reasonable suspicion drug or alcohol testing, laboratory reports, consent forms, forms documenting employees receipt of drug and alcohol policy, test results, correspondence, and any other pertinent documentation.	Five (5) calendar years from the date screening was completed.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information. These records are not personnel records and must be kept in a separate location from employee personnel records per NRS 284.4068.	42 USC section 1320d et seq., 45 CFR 164.501, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	Although this record series may contain "protected health information" as defined by HIPAA (Health Insurance Portability and Accountability Act, 42 U.S.C. § 1320d et seq.), these records are considered to be "employment records" under 45 CFR 164.501 definition of "protected health information" #2 (iii), and exempt from HIPAA access and retention requirements.

Americans With Disabilities Act (ADA) Compliance Records **LRDA # 20071422**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document compliance with the Americans With Disability Act (ADA). This series may include but is not limited to administrative reports, public inquiries, copies of policies and procedures, federal ADA inquiries, copies of compliance reports, related correspondence and similar documentation.	Three (3) calendar years from the end of the calendar year to which they pertain.	All records pertaining to any physical or mental disability of an employee or applicant are confidential per 29 CFR 1630.14 and must be maintained and filed separately from other personnel files.	29 USC section 255, 29 CFR 1602.31, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.

Appeals Files (Disciplinary Actions) **LRDA # 20071662**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document employee disciplinary actions appealed to a hearings officer or hearings board involving suspension, demotion, termination, involuntary transfers and/or whistleblower complaints. This series may contain but is not limited to formal appeal forms or original letter requesting an appeal, copies of documents from the master personnel file, copies of applications, work performance standards, job descriptions, job announcements, personnel/payroll actions forms, request for hearing under the provisions of NRS 281.645 (Whistleblower Law), resignation forms, employee development report forms, written reprimands, audio and visual tapes, photos and similar documents.	Four (4) calendar years from the date of the decision of the hearings officer/ board, or the date the appeal was withdrawn, settled or dismissed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1981, 28 USC section 1658, 29 CFR 1602.30, NRS 281.645, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Apprenticeship Records **LRDA # 20071743**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents applicant qualifications and may contain applicant information, original applications, job assignments, evaluation basis for selection or rejection, conditions of work, time records, hours of training provided, minority status, gender of all selected and rejected applicants, apprenticeship agreement, roster of apprentices, qualification records, related correspondence and similar documents.	Five (5) calendar years from the applicants completion, withdraw, or termination from the program.	This record series may contain confidential or restricted (personally identifying) information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 30.12 (d), NAC 610.925, NAC 239.165	None.

Background Checks/Investigations **LRDA # 2007304**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents background checks/ investigations of individuals including those for recruitment and active employment, volunteers, interns, and contracted workers. This series may contain but is not limited to employment reference information, background survey questionnaires, background check disclosure authorizations and release forms, copies of fingerprint cards, information gathered from criminal background checks, correspondence and related documents.	If hired: Retain for a minimum period of three (3) calendar years after separation of service. If not hired: Retain for a minimum period of three (3) calendar years from the date investigation is completed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.31, NRS 11.190 (3)(d), NRS 239B.010 to NRS 239B.020, NRS 179A.103, NRS 179A.075, NAC 239.165 (1)(2)	None.

Commercial Drivers License Records **LRDA # 20101816**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records are used to document that an individual has been granted a commercial drivers license when this type of license is required as a condition of employment. Records may include but are not limited to copy of commercial driver license, random drug test records, physical examination records, medical card, endorsements, and similar documents.	Five (5) calendar years from the expiration, renewal, suspension, or revocation of the license.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	49 CFR 40.333, 49 CFR 383, NRS 483.900 to 483.940, NAC 483.800 to 483.850, NAC 239.165	None.

Continuation of Insurance Benefits (COBRA) Records **LRDA # 20071286**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents compliance with the Consolidated Omnibus Reconciliation Act of 1986 (COBRA). Records document notifications to employees or dependents informing them of their rights to continue insurance coverage after termination or during disability or family leave. This series may contain but is not limited to employee and dependent names and social security numbers, insurance package currently carried, written notice of COBRA rights and whether the covered employee, spouse and/or dependents elected or rejected coverage, dates of termination, coverage end date, correspondence and related documents.	Six (6) calendar years after eligibility has expired.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	26 CFR 54.4980B-1 through 26 CFR 54.4980B-10, NRS 11.190 (1)(b), NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Continuing Education Files **LRDA # 20071660**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents continuing education and/or training that may be required for renewal of a professional license or certificate. The files may include but are not limited to educational transcripts, attendance rolls, course/workshop documentation, continuing education credit slips, continuing education training forms, related correspondence and similar documentation.	Three (3) calendar years from the end of the renewal period.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405 (c)(2)(C)(viii) NRS 205.4617, NRS 239B.030, NRS 11.190(3)(d), NAC 239.165 (1)(2)	None.

Deferred Compensation Plans - Participant Records **LRDA # 2007306**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the voluntary participation of individuals in Deferred Compensation Plans. Records may include but are not limited to plan selection and application forms, enrollment records, payroll contribution and deduction summaries, personal data records, authorizations, beneficiary information, living trust records, hardship records, change requests, payout estimates, year-end balance reports, distribution reports, correspondence, and related documents.	Six (6) calendar years from the close of the participants account or accounts.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	26 USC section 401(a), 26 USC section 457, 26 CFR 1.457, NRS 287.381 to 287.480, NRS 11.190 (1)(b), NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Deferred Compensation Plans - Plan Details **LRDA # 20071285**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents Deferred Compensation Plans offered as a voluntary benefit to aid employees in saving for retirement. This series may include but is not limited to plan explanations, details, and descriptions, third party administrator information, investment options, fund performance information, enrollment information, contribution and distribution information, correspondence and related documents.	Retain this record series for the full period that plan or system is in effect, plus three (3) calendar years after termination of the plan.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	29 CFR 1627.3, 29 USC section1027, 29 CFR 2520, 26 USC section 401(a), 26 USC section 457(g), NRS 287.381 to 287.480, NRS 11.190 (3)(d)	None

Disciplinary Records **LRDA # 20071298**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the investigation of allegations of employee misconduct and/or violation of department regulations or orders, state or federal statutes, or local ordinance. Series may include but is not limited to cause statements, investigative records, verbal/written reprimands, copies of work performance standards, corrective action agreements, interview and hearing records, findings and recommendations, employee's reply, various forms, and related records.	Three (3) calendar years from the date of last action, or for the period required by disciplinary settlements or negotiated agreements.	This record series may contain confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.31, NRS 11.190 (3)(d), NAC 239.165 (1)(2), Collective Bargaining Agreements	Some information from this series may be included in the Master Personnel File.

Donated Leave Program Records **LRDA # 20071296**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the receipt and donation of leave for medical emergencies. This series may contain but is not limited to leave donation forms, recipient applications, agency approvals or denials, medical or physician certifications, leave donation records, leave transfer records, payroll notification records, payroll reports, copies of time and attendance sheets, leave program termination records, correspondence and related documents.	Three (3) fiscal years from the fiscal year in which the leave was donated or used.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

EEO Reports **LRDA # 20071690**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document Equal Employment Opportunity (EEO) reports required by state/federal law or regulation. This series may contain but is not limited to EEO reports and supporting documentation, special reports (if required), related correspondence and similar documentation.	Three (3) calendar years from the submission of the report.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	29 CFR 1602.30 to 29 CFR 1602.45, NRS 613.310 to NRS 613.435	None

Eligibility Lists **LRDA # 2007307**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of lists and similar records of eligible applicants for employment positions. These types of lists are often used to set up applicant interviews as part of the employee selection process.	Two (2) calendar years from the year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.31, NAC 239.165 (1)(2)	None.

Personnel

Employee Assistance Program Case Files - Required **LRDA # 20071295**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents required evaluations and treatment of employees who must complete the rehabilitation program recommended by the evaluation as a condition of continued employment. Records in this series may include but are not limited to appointment records, agreements, employee/family personal information, release of information forms, assessment records, counseling and consultation records, referral information, treatment plans, problem solving plans, plan implementation records, supervisory documentation, treatment disposition records, correspondence, and related documents.	Six (6) calendar years after employee completes program.	This record series is confidential and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 290dd-2, 42 CFR 2.1, 42 CFR 2.2, 42 CFR 2.13, NRS 11.190 1(b), NRS 11.190 3(d)	None.

Employee Assistance Program Case Files - Voluntary **LRDA # 20071294**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the voluntary referral and treatment of employees and/or employee family members in agency sponsored assistance programs. Records may include but are not limited to appointment records, employee family member personal information, release of information forms, assessment records, informational materials, counseling and consultation records, referral information, treatment plans, supervisory documentation, problem solving plans, plan implementation records, correspondence, and related documents.	Six (6) calendar years after last treatment or session.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 290dd-2, 42 CFR 2.1, 42 CFR 2.2, 42 CFR 2.13, NAC 239.165 (1)(2)	None.

Employee Attendance Records **LRDA # 2007048**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents employee attendance and may include but is not limited to time sheets or cards, leave requests, internal computer printouts, related correspondence, and similar documents.	Three (3) fiscal years from the year to which it pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 516.5, NRS 11.190 (3)(d)	None.

Employee Development \Training Records **LRDA # 20071375**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer employee development and training. This series may contain but is not limited to employee name, social security or personnel ID number, request for training forms, training plans, employee training history, copies of training certificates, documentation of continuing education credits, records documenting completion of mandatory training requirements, reports detailing staff training (courses taken), statistical reports, training program evaluations, reports detailing training needs, records authorizing and administering the granting of educational leave, training summaries, related correspondence and similar records.	Three (3) calendar years from the transfer, separation, retirement, or termination of an employee.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29CFR1910.1001(m)(4), NRS 11.190 (3)(d), NAC 239.165 (1)(2)	A copy of the employee's development and training information should be sent to the employee and the new agency upon transfer.

Employee Directories, Rosters or Indexes **LRDA # 20071290**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is usually a listing of current employees and may include name, position title, work phone number, work address, and similar contact information.	Until superseded or no longer in use.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Employee Handbooks **LRDA # 20071276**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of guidelines created to explain the internal operations, policies, and procedures of the agency to a new employee.	Six (6) calendar years from the date the handbook is superseded or discontinued.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Personnel

Employee Licenses / Certificates **LRDA # 2007837**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents licenses/certificates issued to employees by professional, educational, regulatory, or other agencies. These types of licenses/certificates are normally occupation specific (EMS, Peace Officer, Firefighter, Social Worker, Nurses, Engineers and similar professions) and are usually required as a condition of employment.	Three (3) calendar years from the expiration or renewal of the license or certificate.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Employee Medical Records [Except Police Officers and Firefighters] **LRDA # 20071236**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These records document an individual employee's work related medical history. This series may contain but is not limited to medical examination records (pre-employment, pre-assignment, periodic, or episodic), X-rays, records of significant health or disability limitations related to job assignments, documentation of work related injuries or illnesses, first aid incident records, physical examination statements, medical release authorizations, signed consent forms, correspondence and related documents.	Retain all medical (non-hazard exposure) records six (6) calendar years after their receipt or production. The medical records of employees who have worked for less than one (1) year need not be retained beyond the term of employment if they are provided to the employee upon the termination of employment.	Access to these records is restricted pursuant to NRS 629.061, and they must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1630.14, 42 CFR 1003.1570, 45 CFR 164.502, NRS 629.021 to 629.061, NAC 239.165 (1)(2)	These records are not personnel records and must be kept in a separate location from employee personnel records as required by the Americans with Disabilities Act.

Personnel

Employee Medical Records-Hazard Exposure Records **LRDA # 20071289**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents an employee's exposure to hazardous conditions such as chemicals, toxic substances, blood-borne pathogens, biological agents, bacteria, virus, fungus, radiation, noise, dust, heat, cold, vibration, repetitive motion, or other dangerous work related conditions. Records may include but are not limited to hearing test records, radiation measurement records, blood test or other laboratory results, incident reports, first-aid records, X-rays, work station air sampling reports, biological monitoring results, medical treatment reports, medical release authorizations/letters, correspondence and similar documents.	Thirty (30) calendar years after employee separation.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1910.1020 to 29 CFR 1910.1030, 45 CFR 164.502, NAC 239.165 (1)(2)	These records are not personnel records and must be kept in a separate location from employee personnel records as required by the Americans with Disabilities Act.

Employee Recognition Program Records **LRDA # 2007332**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the recognition of employees for special service to the agency. This series may include but is not limited to service awards, recognition certificates, commendations, award nominations, lists of past recipients, and presentation or ceremony records and photographs.	Two (2) calendar years from the date of the record.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Employment Contracts **LRDA # 20071288**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents individual employment contracts or, where contracts or agreements are not in writing, a written memorandum summarizing the terms and conditions of employment.	Six (6) years after expiration of the contract or agreement.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 516.5, NRS 11.190 (1)(b)	None.

Evidence of Insurability Files **LRDA # 20071098**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer the addition of self, spouse or dependents to health insurance plans. The files may contain but are not limited to request forms, supporting documentation -- which usually includes, copies of birth certificates, marriage license and other legal documents, authorization forms and related correspondence.	Six (6) calendar years after the receipt of the records.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1320d-2, 42 USC section 1320d-6, 45 CFR 164.502, 45 CFR 164.530 (c), NRS 11.190 (1)(b), 45 CFR 164.530 (j), NAC 239.165 (1)(2)	HIPAA compliance statement (45 CFR 164.524 (e)): This record series contains "protected health information" and may be subject to access by individuals and/or disclosure to other entities under the requirements found in 45 CFR sections 160 and 164.

Family Leave (FMLA) Records **LRDA # 2007310**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and regulate the granting and monitoring of family leave under the Federal Family and Medical Leave Act of 1993 and the State Parental Leave Without Pay Bill. This series may contain but is not limited to requests for leave of absence form, requests for leave, requests for parental leave without pay, time sheets, payroll documents, medical reports and certification forms, certification of Physician or Practitioner form, notice of family leave act, FMLA fact sheet, notice of specific expectations and obligations, documents of disputes with related correspondence, documents of employer benefits and policies and procedures, and similar documents and related correspondence.	Three (3) fiscal years from the end of the fiscal year in which the leave was taken	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 825.500 (b), 29 USC section 1320d-2 (d)(2), 42 USC section 1320d-6, 45 CFR 164.502, 42 USC section 405 (c)(2)(C)(viii), NRS 205.4617	None.

Personnel

Fitness For Duty Files **LRDA # 20071469**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is used to document the action when an evaluation is done to determine an employee's ability to perform the essential functions of the job due to physical, mental or emotional disorders. This series may include but is not limited to incident reports, essential functions forms, certifications from health care providers (temporary disability, return to work, etc.), copies of medical records, copies of leave forms (with supportive documentation), copies of payroll reports (including time and attendance reports), hearing documentation, related correspondence and similar documents.	Three (3) calendar years from the date of final action.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 USC section 1320d-2 (d)(2), 42 USC section 1320d-6, 45 CFR 164.502, NAC 239.165 (1)(2)	None.

Garnishments **LRDA # 20071247**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of documentation of requests and court orders served on the local government to withhold the wages of employees for garnishments, tax levies, support payments and other reasons. This series may contain but is not limited to writ of garnishment, notarized interrogatories, copies of writ of execution with attachments, answer of garnishee, affidavits, copies of accounting documents, notes, correspondence, and related documents.	Six (6) fiscal years from the end of the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 516.6, NRS 11.190 (1)(a), NRS 11.190 (3)(d), NRS 31.240, NRS 31.249, NRS 239B.030, NAC 239.165 (1)(2)	None.

Grievances: Case Files **LRDA # 2007311**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents grievances or complaints filed by current employees, terminated employees, applicants, or private citizens regarding employment practices. This series may include but is not limited to complaints, investigation reports, interview documentation, witness statements, background information, supporting papers, summary of action taken, audio/video recordings, related correspondence, and summary of disposition.	Four (4) calendar years from the date the case is withdrawn, settled or dismissed.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1981, 28 USC section 1658, 29 CFR 1602.30, 29 CFR 1602.31, 29 CFR 1602.40, NRS 205.4617, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Grievances: Hearings **LRDA # 2007312**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents grievances or complaints submitted for resolution to hearings officers or hearings boards. This series may include but is not limited to initial complaint, investigation records, background material, witness statements, interview and hearing reports, hearing officer's findings and decisions, correspondence, and related records.	Four (4) calendar years after the final disposition of the case.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1981, 28 USC section 1658, 29 CFR 1602.30, 29 CFR 1602.31, 29 CFR 1602.40, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Grievances: Record on Judicial Review **LRDA # 20071661**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document grievance files or appeals of disciplinary actions where court action has been initiated. This series may contain but is not limited to copies of documents found in the grievance file, copies of documents within the appeals file, copies of hearing files, court documents, correspondence and related documents.	Six (6) calendar years from the date of the final court action, or the date the action was withdrawn, settled or dismissed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(a), NAC 239.165 (1)(2)	None.

Group Health and Life Insurance - Death Claims **LRDA # 20161930**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer claims for life insurance upon a covered employee's death. Records may include but are not limited to beneficiary information, claims for benefit and supporting documentation, benefit payment records, copies of medical records, copy of death certificate, related correspondence and similar records.	Six (6) calendar years after the claim is closed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1320d-2, 42 USC section 1320d-6, 45 CFR 164.502, 45 CFR 164.530 (c), NRS 287.010	This record series may contain "protected health information" and may be subject to access by individuals and/or disclosure to other entities under the requirements found in 45 CFR sections 160 and 164.

Group Health and Life Insurance - Employee Records **LRDA # 20161928**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents benefit and insurance coverage of local government employees and may contain but is not limited to insurance and benefit enrollment forms including changes and corrections, authorization statements, pre-tax documentation, copies of medical records, beneficiary information, payroll deduction forms, related correspondence and other documents pertinent to benefits.	Retain the employee's current documentation for six (6) calendar years from the date the employee is no longer covered under any benefit package. Retain superseded forms and authorizations for a period of two (2) calendar years from the date the records become inactive, expired, or superseded.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1320d-2, 42 USC section 1320d-6, 45 CFR 164.502, 45 CFR 164.530 (c), 45 CFR 164.530 (j), 29 CFR 516.6, NRS 11.190 (1)(b), NRS 11.190(3)(d)	This record series may contain "protected health information" and may be subject to access by individuals and/or disclosure to other entities under the requirements found in 45 CFR sections 160 and 164.

Group Health and Life Insurance - Long Term Disability Records **LRDA # 20161929**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer claims for long term disability. Records may include but are not limited to employee information, physician's statement, copies of medical records, claims and supporting documentation, HIPAA access and disclosure statement, related correspondence and similar information.	Six (6) calendar years from the date of the closure or final resolution of the claim.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1320d-2, 42 USC section 1320d-6, 45 CFR 164.502, 45 CFR 164.530 (c), NRS 287.010	This record series may contain "protected health information" and may be subject to access by individuals and/or disclosure to other entities under the requirements found in 45 CFR sections 160 and 164.

Group Health and Life Insurance Plans **LRDA # 2007314**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents group insurance policies offered by a local government as part of the employee benefits program. This series may contain but is not limited to information on various insurance plans (health, life, catastrophic illness, dental, vision, long-term care) enrollment information, handouts and brochures, related correspondence, and similar information.	Retain for a minimum period of one (1) calendar year from the termination of the plan.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	29 CFR 1627.3 (b)(2), NRS 11.190 (1)(b)	None

Personnel

Job Advertisements **LRDA # 2007315**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of advertisements to inform eligible job seekers of job openings. The notices may include position number, position title, salary range, job location, minimum qualifications, brief description of duties, where to apply and special instructions.	Two (2) calendar years from the close of the recruitment.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	29 CFR 1602.31	None

Local Government Employee-Management Relations Board - Complaints **LRDA # 20181972**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are local government copies of complaints filed with the Local Government Employee - Management Relations Board. Complaints may be filed by local governments, local government employees, and/or employee organizations. Records may include but are not limited to copy of complaint, transcript of proceedings, decisions and orders, related correspondence, and similar records.	Three (3) calendar years from the final disposition of the complaint.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 USC section 207 (r), 29 CFR 516.5, NRS Chapter 288, NAC Chapter 288, NRS 11.190 (3)(d), NAC 239.165	Local Government Employee - Management Relations Board “Case Files” are scheduled for permanent retention at the state level (See RDA # 1991061).

Personnel

Master Personnel File **LRDA # 2007321**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is the official personnel file for people employed by local governmental entities. The file may contain but is not limited to job applications, credential files, background checks, notice of appointment documents, personnel transaction records, classification and salary records, payroll withholding information, leave summary records, employee development documents, employee performance documents, training documents, disciplinary actions, longevity reports, copies of licenses or certificates, records relating to other employment practices (including policy acknowledgments and agreements), personnel action forms, exit interview records, and similar documents related to an individual's employment.	Retain records which document employment history (including but not limited to salary history and longevity documents) for a minimum period of ten (10) calendar years from the end of the calendar year in which the individual separated from service. Records which do not document employment history and are not scheduled elsewhere in the" Records of Personnel" section may be purged from the file three (3) calendar years from the end of the calendar year in which the individual separated from service.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.30, 29 CFR 1602.31, 29 CFR 516 .5, NRS 11.190 (3)(d), NRS 205.4617, NAC 239.165 (1)(2)	If the employee is rejected for any lawful reason during their probationary period retain this series for a minimum period of three (3) calendar years from the end of the calendar year in which the individual was rejected or dismissed.

Organizational Climate Studies **LRDA # 20141903**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents studies conducted to assess and evaluate the culture, employee morale, effectiveness of management, and the internal communication of an organization. Findings from these studies may be used to assist an organization in maintaining a healthy, efficient and hospitable workplace. Series may include but is not limited to survey summaries, study summary, findings and recommendations, follow-up summary findings, and related correspondence.	Three (3) calendar years from the closure of the study.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None.

Pay Resolutions for Management and Classified Employees **LRDA # 2007318**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the determination of compensation for management and classified employees. This series may contain but is not limited to salary surveys, job evaluations, compensation schedules, correspondence and related documentation.	Two (2) calendar years from the date of the record.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.31	None.

Personnel Files - Temporary and Seasonal Employees **LRDA # 20071297**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the employment history of temporary and seasonal employees. These employees are usually hired to perform specific tasks or projects, and length of employment is usually for a limited duration. Records may include but are not limited to job applications, background checks, employee personal information, position classification and salary records, payroll withholding information, leave summary records, evaluations, training certificates, and other similar records related to an individual's employment.	If the employee's length of continuous service is one (1) year or greater retain this record series for a minimum period of ten (10) calendar years after separation. If the employee's length of continuous service is less than one (1) year retain this record series for a minimum period of three (3) calendar years after separation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Photo Identification Records **LRDA # 20071287**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series includes photographs and other records used to identify governmental employees, private security personnel, contract workers, and others. This series may include but is not limited to identification cards, photographs, driver's license photographs, and information such as name, date of birth, physical description, identification number, driver's license number, and related documents.	Until superseded or obsolete.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Personnel

Position Description Records **LRDA # 20071284**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series describes the specifically assigned duties and responsibilities of a particular employment position. Information may include but is not limited to essential job duties, job standards, working conditions, salary or pay range, educational requirements, required licenses/certificates, and other desired qualifications.	Two (2) calendar years after superseded or eliminated.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	29 CFR 1602.31	None

Position Reports **LRDA # 2007323**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents information used in the management of employment positions. This series may include but is not limited to information on incumbents, vacant position status, authorized positions filled, job descriptions, position groups, position titles, position inventories and structures, hiring plans, staff lists and related records.	Two (2) calendar years after superseded.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	29 CFR 1602.31	None

Reasonable Accommodation Records **LRDA # 20071470**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document requests for reasonable accommodation in the work place. This includes information regarding the medical and mental condition, history and work-related restrictions of an employee or applicant as permitted by the Americans with Disabilities Act. The files may contain but are not limited to essential function forms, self-evaluations, copies of medical records, certifications from health care providers, documents relating to work related accommodations (including formal requests for accommodations, responses, and related supportive documentations), related correspondence and similar documents.	Three (3) calendar years from the date of separation of employment with the agency, or for applicants that are subsequently not hired, from the date the recruitment was closed.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 12101 et seq., 29 CFR 1630.14, 42 USC section 405 (c)(2)(C)(viii) , NRS 205.4617, NAC 239.165 (1)(2)	All records pertaining to any disability of an employee or applicant are confidential (29 CFR 1630.14) and must be filed separately from other personnel files and stored in a secure manner.

Personnel

Recruitment Files **LRDA # 2007325**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the recruitment and selection of individuals for employment or promotional opportunities. Records may include but are not limited to job announcements and descriptions, applicant lists, applications and resumes, examination records and results, letters of reference, recommendations, classification specifications, affirmative action records, interview questions, interview and application scoring notes, evaluations, applicant background investigation information, civil service records, promotion lists, position authorization forms, recruitment summary records (job announcement, position description, documentation relating to the announcement and test, and test items and ratings levels), and any other selection or screening criteria. This series may also include inactive or cancelled recruitment records.	Four (4) years from the close of the recruitment.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1981, 28 USC section 1658, 29 CFR 1602.30, 29 CFR 1602.31, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Recruitment Files: Pre-Employment Medical Screenings **LRDA # 20071471**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used in the recruitment process for pre-employment medical inquiries in accordance with 29 CFR 1630.14 (ADA). The files may contain but are not limited to medical questionnaire (medical history) forms, medical release authorizations, signed consent forms, physical fitness exams and reports, blood work results, results of medical exams by a health care provider, copy of the essential functions form, copies of job description, related correspondence and similar documents.	Four (4) years from the close of the recruitment process.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 1981, 28 USC section 1658, 29 CFR 1630.14, NRS 11.190 (3)(d), NRS 613.310 to 613.435, NAC 239.165 (1)(2)	All records pertaining to any disability of an employee or applicant are confidential (29 CFR 1630.14) and must be filed separately from other personnel files and stored in a secure manner.

Personnel

Retirement and Deduction Reports - Public Employees Retirement System (PERS) **LRDA # 2007455**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents deductions and payments made towards employee retirement benefits to the Public Employees Retirement System (PERS) and may contain but is not limited to retirement contributions reports, employer paid contribution reports, copies of payroll deduction forms, deduction input documents, employer subsidiary transaction listings, monthly reports, transmittals, forms, correspondence, and related documents.	Six (6) fiscal years from the fiscal year to which the reports pertain.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405 (c)(2)(C)(viii) [SSN], NRS 286.020, NRS 286.290, NRS 286.260, NRS 286.460, NRS 286.288, NRS 11.190 1(b), NAC 239.165 (1)(2)	NRS 286.260 (1)-The Board shall provide for an individual account for each member of the System. Each account must show the amount of the member's contributions to the Public Employees' Retirement Fund or Police and Firefighters' Retirement Fund and any changes in the account that may be legally authorized.

Salary Surveys **LRDA # 20071381**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents studies and surveys conducted by local governmental entities or its agents to gather comparative salary information for employment positions in comparable organizations. This series may contain but is not limited to surveys and salary comparisons for all employees within the state of Nevada (public and private), surveys and salary comparisons for all Nevada employers, compilations from Western States, occupational studies, special survey classes, benefits comparison reports, work papers, backup documents, notes, correspondence, and related documentation.	Two (2) calendar years from the end of the calendar year in which the study was conducted.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Personnel

Salary/Wage Schedules

LRDA # **20071382**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents all tables or schedules (from their last effective date) of the employer which provide the piece rates or other rates used in computing straight-time earnings, wages, salary, or overtime pay computation.	Six (6) calendar years from the date schedule is superseded.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	29 CFR 516.6, 29 CFR 1602.31, NRS 11.190 (1)(b)	Review for historical value.

Seniority Lists

LRDA # **2007627**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the ranking of employees by the employee's length of service.	Until superseded by a new list.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 613.380	None

Sexual Harassment / Discrimination Files **LRDA # 20071323**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document investigations into alleged sexual harassment and/or discrimination in accordance with the Governor's Policy Against Sexual Harassment and Discrimination. This record series may contain but is not limited to copies of the sexual harassment and discrimination policy acknowledgement forms, sexual harassment or discrimination complaint forms, intake reports, notices given to employee documenting their rights during an internal investigation, investigative reports and statements, findings, supportive documentation, related correspondence, and similar documents.	Five (5) calendar years from the end of the calendar year in which the investigation was closed. If the governmental entity is notified of a pending claim at either the Nevada Equal Rights Commission, the Equal Employment Opportunity Commission, or that an action is pending in court, the case files involved must be retained until the final disposition of the charge or action or for the five (5) calendar year period, whichever is longer.	These records have been declared confidential by NRS 613.075 (3) and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 613.075 (3), NAC 239.165 (1)(2)	None.

Supervisor Performance Assessments **LRDA # 20101815**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of assessments of supervisors done by employees.	Three (3) calendar years from the date of assessment, or for the period required by a collective bargaining agreement (if applicable).	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.31, 29 CFR 516.5, NRS 239.165	None.

Supervisory Review Records **LRDA # 20181945**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is often used by supervisors in the process of work performance evaluations, settlement of grievances, and for similar personnel actions. The record may contain but is not limited to copies of personnel forms, supervisor's notes on employee behavior, copies of attendance records, letters of complaint and commendation, letters of instruction dealing with work performance and conditions, notes on oral warnings, notes on meetings with employee-supervisor, work plans and goals, and related correspondence.	Four (4) calendar years from the date of the review.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	None	None

Unemployment Insurance Records **LRDA # 20071445**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents compliance with the Unemployment Compensation Law (NRS Chapter 612) and regulations (NAC Chapter 612) adopted by the Employment Security Division of the Department of Employment, Training and Rehabilitation. Records in this series may include but are not limited to payroll reports, personal information related to each person who performs services for the employing unit, report of changes, applicable forms, correspondence and other relevant information.	Four (4) calendar years from the end of the calendar year to which they pertain.	Records in this record series are confidential (NRS 612.265) and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 612.220, NRS 612.260, NRS 612.265, NAC 612.020, NAC 239.165 (1)(2)	None.

Unemployment Insurance Records - Employer Contribution Records **LRDA # 20071446**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents compliance with the Unemployment Compensation Law (NRS Chapter 612) and regulations (NAC Chapter 612) adopted by the Employment Security Division of the Department of Employment, Training and Rehabilitation. Records in this series may include but are not limited to quarterly contribution and wage reports, new hire reporting, payroll reports, personal information related to each person who performs services for the employing unit, report of changes, corrections to quarterly reports, applications for adjustment, applicable forms, correspondence and other relevant information.	Four (4) calendar years after the date the contributions to which they relate become due, or the date the contributions are paid, whichever is later.	Records in this record series are confidential (NRS 612.265) and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 612.220, NRS 612.260, NRS 612.265, NAC 612.020, NAC 612.030, NAC 239.165 (1)(2)	None.

Personnel

Union Contracts

LRDA # **2007328**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents contractual agreements between local governments and bargaining units, it may also be used for labor relations planning. This series may contain but is not limited to union contracts and amendments, tentative agreements, research background material, employee classification printouts, correspondence and related records.	Six (6) fiscal years after the contract is renewed, amended or expires, or for the period required by the contract or agreement, whichever is longer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 CFR 516.5, 29 CFR 405.9, NRS 288 .010 to 288.280, NRS 11.190 (1)(b), NRS 11.190 (3)(d)	In accordance with NRS 288.153, any new, extended or modified collective bargaining agreement or similar agreement between a local government employer and an employee organization must be approved by the governing body of the local government employer at a public hearing.

Unsolicited Applications and/or Resumes

LRDA # **20071292**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents applications or resumes received for which no position has been announced.	Six (6) months from the date the application is received if not returned to the solicitor.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239B.030, NAC 239.165 (1)(2)	None.

Verification of Eligibility for Employment (United States Citizenship and Immigration form I-9) **LRDA # 2007329**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document the verification of employment in accordance with the Immigration Reform and Control Act of 1986 as found in Title 8 of the United States Code section 1324a. Usually contains US Department of Justice Immigration and Naturalization Service form I-9, Employment Eligibility Verification with attachments, Handbook for Employers, and associated documents.	Three (3) years after the date of hire, or one (1) year after employment is terminated, whichever is later.	These files must be kept separate from other personnel records and accessed only by the appointing authority and/or designated representative, the named employee, the agency legal counsel, or legal counsel from the District Attorney's Office. Supervisors reviewing an employee's records must not have access to these documents. Reference: Title 8 U.S.C. § 1324a and 8 CFR 274a.	8 USC section1324a (3), 8 CFR 274a, NAC 239.165 (1)(2)	The forms and supporting documentation (if any) may contain confidential or sensitive information and must be destroyed in accordance with NAC 239.165 (1)(2) after the retention period has been satisfied.

Volunteer Worker Records **LRDA # 2007331**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents work performed for the local government by citizens without compensation for their services. This series may include but is not limited to agreements, applications, skills test results, training documentation, task assignment and monitoring records, copies of workers compensation records, interest forms, correspondence, and related documents.	Three (3) calendar years after separation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405 (c)(2)(C)(viii), NRS 205.463 to 205.465, NRS 616A.130, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Planning Commissions / Districts

Annual Reports **LRDA # 2007931**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the actions taken within the previous calendar year which furthers or assists in carrying out the policies or programs contained in the comprehensive regional plan, and any work relating to the comprehensive regional plan that is proposed for the next fiscal year. This series may include but is not limited to statistics, narratives, graphs, diagrams, tabulations, correspondence and similar documents.	Permanent.	None	NRS 278.0286	None

Application for Waiver of Standards **LRDA # 20181982**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of applications and supporting documentation submitted to planning commissions/districts requesting the waiver of development regulations or standards. Records may include but are not limited to pre-application conference request forms, application checklists, application forms, legal documents, copies of deeds, certification letters, signed and notarized acknowledgements, justification letters, exhibits illustrating waiver(s) requested, related correspondence, and similar documents.	Permanent.	This record series may contain confidential or sensitive information.	NRS 278.464, NRS 278.467, NRS 278.0215, NRS 239B.030 to NRS 239B.040	None.

Distance Separation Analysis Reports **LRDA # 20161935**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents location analysis of businesses. Records may include but are not limited to request form, site plan, parcel map and reports pertaining to uses for proposed alcohol and liquor, massage/reflexology, smoke shop, check cashing, teenage dancehall, teenage nightclub, sexually-oriented businesses, as well as group homes, and youth drop-in centers.	Two (2) years from date of analysis.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Municipal and County Code	None.

Facilities Plans **LRDA # 2007934**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of plans, maps, blueprints, drawings, and similar records documenting publicly owned or publicly supported facilities that are necessary or desirable to support intense habitation within a region, including, without limitation, parks, roads, schools, libraries, community centers, police and fire protection, sanitary sewers, facilities for mass transit and facilities for the conveyance of water and the treatment of wastewater.	Until facility ceases to exist.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Master Plan **LRDA # 2007935**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of comprehensive, long-term general plans for the physical development of the city, county or region as required by the state law. This series includes but is not limited to information on Community Design; Conservation Plans; Economic Plans; Historical Properties Preservation Plans; Housing Plans; Land Use Plans; Population Plans; Public Buildings Plans; Public Services and Facilities; Recreation Plans; Rural Neighborhoods Preservation Plans; Safety Plans; School Facilities Plans; Seismic Safety Plans; Solid Waste Disposal Plans; Streets and Highways Plans; Transit Plans; Transportation Plans, and similar plans and reports which relate to the physical development of the city, county or region.	Permanent.	None	NRS 278.150	None

Records of Actions Taken Against Commission or District **LRDA # 2007938**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents legal actions taken against Planning Commissions or Districts in accordance with state law.	Six (6) calendar years after action is resolved.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 278.0233, NRS 11.190 (1)(a)	None

Records of Official Actions **LRDA # 2007939**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the official actions of Planning Commissions or Districts and may include but is not limited to agendas, staff reports, transcripts of proceedings, minutes of public meetings, related correspondence and similar documents.	Permanent.	None	NRS 278.290	None

Records of Public Hearings **LRDA # 2007940**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents public hearings conducted prior to adoption or amendment of master plans.	Permanent.	None	NRS 278.220	None

Regional Plan **LRDA # 2007942**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the development, review and/or amendment of regional plans in accordance with state law.	Permanent.	None	NRS 278.0272	None

Reports from Public Utilities **LRDA # 2007943**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of reports from public utilities which own an interest in or are engaged in the construction or operation of a utility project in a region or county whose population is 100,000 or more. Report documents the location of the utility project to the planning commission of each city, county or region in which project is located.	Three (3) calendar years from the receipt of the report.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 278.145, NRS 239C.210, NAC 239.165 (1)(2)	Review for historical value.

Resolutions **LRDA # 2007944**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are formal statements of a decision, or expression of opinion put before or adopted by Planning Commissions or Districts.	Permanent.	None	NRS 278.050	None

Rules for Transactions of Business **LRDA # 2007945**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are written instructions, rules, and guidelines (usually in manual form) which document a Planning Commission/District methods for transaction of business.	Six (6) calendar years after superseded or abandoned officially.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 278.050, NRS 11.190 (1)(b)	Review for historical value.

Staff Reports **LRDA # 2007932**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the review by agency staff of items submitted to Planning Commissions/Districts for action. This series may include but is not limited to General Information Summaries, Determination and Finding Reports, Land Examination Reports, Transaction Reports, Staff Analysis, Staff Recommendations, Copies of Maps/ Plans, Copies of Applicable Regulations, correspondence and similar documents.	Three (3) calendar years from the date of submission to the Commission or District.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 278.050, NRS 278.290	Summaries of these types of reports are usually included in the minutes of PlanningCommission/District meetings.

Public Administrator

Case Files **LRDA # 2007946**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains all information, reports, court records, and similar documents on cases in which the Public Administrator is involved.	Seven (7) calendar years after the case is closed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 253.010 to 253.120, NRS 11.190 (1)(a)	None.

Collected Fee Records **LRDA # 20101817**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents fees collected from decedent estates paid to the public administrator. Fees are remitted to the county treasurer.	Three (3) fiscal years from the end of the fiscal year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 253.010 to NRS 253.120, NRS 11.190 (3)(d), NAC 239.165	None.

Inventories of Property **LRDA # 2007947**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is a listing of all properties which are part of a decedent’s estate.	Seven (7) calendar years after the case is closed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 253.010 to 253.120, NRS 11.190 (1)(a)	None.

Public Defender

Annual Reports **LRDA # 20071405**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These reports document all the cases handled by the Public Defenders office during the preceding year and may contain program activity reports, narrative reports, statistical reports, correspondence, and similar documents.	Permanent.	The Public Defenders office is required by statute (NRS 260.070) to submit annual reports to the Board of County Commissioners.	NRS 260.070	None

Appealed Cases **LRDA # 20071406**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents cases on appeal, and may contain but is not limited to notice of appeal, applicable case file, correspondence with the client concerning the appeal, correspondence with the State Public Defender, copies of court documents, transcript of court case proceedings, copies of pleadings, attorney's notes, briefs, legal research, memorandums, correspondence, and related documents.	Seven (7) calendar years after termination of the representation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405 (c)(2)(C)(viii) [SSN], SCR 1.15, SCR 1.6, NRS 49.035 to 49.115, NRS 260.010 to 260.080, NRS 171.188, NRS 62D.030, NRS 11.207, NAC 239.165 (1)(2)	None.

Office Files and Records - Life and Death Sentences **LRDA # 20101829**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents and administers life and death sentence cases to which the public defender is a party. This series may include but is not limited to copies of law enforcement records, motions, pleadings, decrees, petitions, transcripts of proceedings, depositions, interrogatories, responses, affidavits, witness statements, criminal records of defendants, copy of presentence report, copies of court records, correspondence, and other supporting documents relative to the case. Case files may also contain internal memos, attorney notes, research and working papers, copies of case law, reference material, copies of other similar cases, and other documentation pertinent to the case developed by the public defender and used in preparing the case for defense.	For cases litigated, settled out of court, or dismissed: Retain this record series for a minimum period of forty-five (45) calendar years from the date of final disposition. For cases where the public defender withdrew or other legal counsel was appointed: Transfer all related records to the appointed legal counsel.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	SCR 1.15, SCR 1.6, NRS 49.035 to 49.115, NRS 260.010 to 260.080, NRS 171.188, NAC 239.165	This retention period is based on Case Files - Felonies: Life and Death Sentences (RDA# 2004261) found on the state public defenders agency specific retention schedule.

Office Files and Records of Adult Clients Represented **LRDA # 2007948**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer case files of adult clients represented by the Public Defender. This series may include but is not limited to copies of law enforcement records, motions, copy of presentence report, pleadings, decrees, petitions, transcripts of proceedings, depositions, interrogatories, responses, affidavits, witness statements, criminal records of defendants, copies of court records, correspondence, and other supporting documents relative to the case. Case files may also contain internal memos, attorney notes, research and working papers, copies of case law, reference material, copies of other similar cases, and other documentation pertinent to the case developed by the Public Defender and used in preparing the case for defense.	For cases litigated, settled out of court, or dismissed: Retain this record series for a minimum period of seven calendar years (7) after termination of the representation. For cases where the Public Defender withdrew or other legal counsel was appointed: Transfer all related records to the appointed legal counsel.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405, SCR 1.15, SCR 1.6, NRS 49.035 to 49.115, NRS 260.010 to 260.080, NRS 171.188, NAC 239.165 (1)(2)	None.

Office Files and Records of Juvenile Clients Represented **LRDA # 2007949**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer case files of juvenile clients represented by the Public Defender. This series may include but is not limited to copies of law enforcement records, motions, pleadings, decrees, petitions, transcripts of proceedings, depositions, interrogatories, responses, affidavits, witness statements, criminal records of defendants, copy of presentence report, copies of court records, correspondence, and other supporting documents relative to the case. Case files may also contain internal memos, attorney notes, research and working papers, copies of case law, reference material, copies of other similar cases, and other documentation pertinent to the case developed by the Public Defender and used in preparing the case for defense.	For cases litigated, settled out of court, or dismissed: Retain this record series for a minimum period of seven calendar years (7) after termination of the representation. For cases where the Public Defender withdrew or other legal counsel was appointed: Transfer all related records to the appointed legal counsel.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405, SCR 1.15, SCR 1.6, NRS 49.035 to 49.115, NRS 260.010 to 260.080, NRS 171.188, NRS 62H.100 to 62H.170, NRS 62D.030, NAC 239.165 (1)(2)	None.

Public Guardian

Client Financial Records **LRDA # 20101818**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of financial records for clients and/or wards of public guardian's offices. Records include check requests, invoices, statements, check registers, balance sheets, cancelled checks, stop pay forms, stale date check reports, representative payee reports, and positive pay reports, impound forms and burial forms, Account receivable records including but not limited to, daily deposit reports, check reconciliation reports, burial and impound account forms, monthly bank and investment statements, interest apportionment reports, monthly bank reconciliation reports, administrative records including daily exception reports, fraudulent check files, investment/checking fund transfer files, IRS reports, and similar records.	Seven (7) fiscal years from the end of the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 253.190, NRS 11.190 (1)(b), NRS 205.4617, NRS 159.179, NAC 239.165	None.

Client/Ward Case Files- Public Guardian & Representative Payee **LRDA # 20101821**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of case management records for clients and wards consisting of personal, financial, medical, legal documents required to manage the individual and/or individual's property. Records may include but are not limited to referral information, correspondence, case documentation including but not limited to financial, medical, personal information, court documents, case activity fee information, case notes, copies of medical records., originals of wills, birth/marriage certificates, car titles, life insurance policies, receipts, medical insurance cards, ID cards and wage stubs.	Seven (7) calendar years after the termination of the guardianship.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 253.190, NRS 11.190 (1)(a)(b), NRS 205.4617, NRS 159.179, NAC 239.165	None.

Client/Ward Fees Paid **LRDA # 20101819**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents fees paid to county treasurer. Fee records include reports and request for refund forms relating to fees remitted to treasurer's office.	Seven (7) fiscal years from the end of the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 253.190, NRS 11.190 (1)(b), NRS 205.4617, NRS 159.179, NAC 239.165	None.

Client/Ward Personal Property Liquidation Records **LRDA # 20101820**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the inventory, sales and proceeds of client/ward's personal property liquidated on electronic/public auction.	Seven (7) fiscal years from the end of the fiscal year in which the property was liquidated.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 253.190, NRS 11.190 (1)(a)(b), NRS 205.4617, NRS 159.179, NAC 239.165	None.

Client/Ward Property Inventory Records **LRDA # 20101822**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents inventories of client/ward property managed by Public Guardian offices and may contain personal property inventories, vehicle inventories, work orders and inventory sheets.	Seven (7) fiscal years from the end of the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 253.190, NRS 11.190 (1)(a)(b), NRS 205.4617, NRS 159.179, NAC 239.165	None.

Public Libraries

Acquisition Records **LRDA # 2007959**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of records relating to the acquisition of library materials including but not limited to books, periodicals, software, compact discs, videotapes, audiotapes, and film. This series may also include information related to the accession date, publisher and cost, date entered into or removed from the collection, and method of final disposal.	Until annual audit is completed	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.624	None

Applications for Library Card **LRDA # 2007950**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of forms submitted by individuals to request borrowing privileges from a public library. Applications may include the individual's name, address, telephone number, date of birth, and/or social security number.	Until application is processed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.013, NAC 239.165 (1)(2)	None.

Catalog Records **LRDA # 2007951**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of electronic or physical records identifying and describing books and other materials in public library collections.	Until superseded	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Children's Internet Protection Act (CIPA) Records **LRDA # 20181970**

Description	Minimum Retention Period	Disposition	Legal Citations	References
The Children's Internet Protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. CIPA imposes certain requirements on schools or libraries that receive discounts for Internet access or internal connections through the E-rate program – a program that makes certain communications services and products more affordable for eligible schools and libraries. Records may include but are not limited to library internet safety policy, records documenting policy adoption actions, certifications of compliance, records documenting technology protection measures, approval letters, audit reports and findings, records documenting the purchase and delivery of services (bidding, contracts, inventory, invoices, etc...) various forms, related correspondence, and similar records.	Ten (10) calendar years after the latter of the last day of the applicable funding year, or the service delivery deadline for the funding request.	This record series may contain confidential information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Children's Internet Protection Act (CIPA), Protecting Children in the 21st Century Act, 47 USC section 254 (1)(B), 47 USC section 254 (6), 47 CFR section 54.516, 47 CFR section 54.520, FCC Reports and Orders, NRS 239.013, NAC 239.165 (1)(2)	47 CFR Section 54.516 - Requires that program participants retain all documents necessary to demonstrate compliance with the statute and Federal Communications Commission (FCC) rules regarding the application for, receipt, and delivery of services receiving schools and libraries discounts.

Daily Sign-In or Sign-Up Records **LRDA # 20071585**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains daily sign-in/up sheets for use of computers or other technical equipment, used for control and statistical purposes. Also includes Internet sign-in logs.	Until close of business day.	This record series may contain confidential information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.013, NAC 239.165 (1)(2)	None.

Equipment Use Records **LRDA # 20071583**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the loan or use of library equipment by the public and may include the loan or use of public access computers, DVD or video tape players, cassette tape recorders and film projectors.	Retain until equipment is returned or written off as lost or stolen.	This record series may contain confidential information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.013, NAC 239.165 (1)(2)	None.

Fines, Overdue Books and other media, Records of **LRDA # 2007952**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the payment or discharge of fines for overdue books. This series may include but is not limited to overdue notices, requests for payment, receipts, related correspondence and similar documents.	Until annual audit is completed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NRS 239.013, NAC 239.165 (1)(2)	None.

Fines, Requests for Payment **LRDA # 2007953**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests for payment of fines. This series may include but is not limited to overdue notices, requests for payment, receipts, related correspondence and similar documents.	Retain until receipt of payment or after written off as uncollectable.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.013, NAC 239.165 (1)(2)	None.

Friends of the Library Records **LRDA # 20071582**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the activities of "Friends of the Library" groups, local library associations or non-profit groups which exist for the purpose of generating funding for services and equipment for libraries. This series may include but is not limited to membership lists/forms, press clippings, solicitation letters to potential members, programming records including publications/ brochures and press releases, accounting records, annual reports, agendas, meeting minutes, tickets, event records, related correspondence, and similar documents.	Retain annual reports, meeting minutes and agendas, one copy of publications and brochures and press releases permanently. Retain related accounting records until completion of annual audit. Retain other records for as long as administratively useful to the library.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 379.026, NRS 379.106, NAC 239.165 (1)(2)	None.

Interlibrary Loan Requests **LRDA # 2007954**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of physical or electronic forms used by a library to request the loan of books or materials from another library.	Retain until item is returned or written off as lost or stolen.	This record series may contain confidential information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.013, NAC 239.165 (1)(2)	None.

Library Reports **LRDA # 20071586**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains statistical and narrative reports documenting collection, registration, circulation, lost books, children's programs, and other library activities. This series may include but is not limited to various reports such as circulation statistics by category (non-fiction, fiction, magazines, etc.), books reserved, photocopies made, overdue notices mailed, borrowers registered, copies of budget status reports, expenditure reports, attendance reports, reports documenting new activities and services, related correspondence, and similar information.	Retain annual statistical and narrative reports Permanently. Retain other activity /statistical reports for Two (2) calendar years from the year created.	This record series should not contain confidential or restricted information. Non-permanent records may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Program Registration Records **LRDA # 20071584**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of registration records for library sponsored events and may include sign-up sheets or completed registration forms with participants' personal information.	Thirty (30) days after event.	This record series may contain confidential information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.013, NAC 239.165 (1)(2)	Review for historical value.

Reference Request Records **LRDA # 2007958**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reference questions received by public libraries. This series may contain but is not limited to telephone and mail logs, faxes, e-mails, and written correspondence.	Retain until the reference request has been fulfilled.	This record series may contain confidential information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.013	None.

Returns, Includes Records of Items Returned Through Interlibrary Loans **LRDA # 2007961**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the return of books, periodicals, compact discs, videotapes, audiotapes, film, and similar media.	Retain until item is returned.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.013, NAC 239.165 (1)(2)	None.

Standing Orders **LRDA # 2007962**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents standing orders for library materials including but not limited to books, periodicals, newspapers, audio tapes, video tapes, CD's, DVD's and similar items.	One (1) fiscal year after cancellation of order.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239.013, NAC 239.165 (1)(2)	None.

Acceptance Letters **LRDA # 20071591**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of letters from local governmental entities to external agencies/developers accepting responsibility for future maintenance and management of public infrastructure.	Permanent.	None	None	None

Aerial Photographs **LRDA # 20071589**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains color and black and white photographs and negatives documenting topographical and physical features of a specific area at a specific date and time. Information often includes date, location, frame sequence numbers, and other descriptive information. This series is often used for planning and land management purposes.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.090	None.

Alternative Fuel Vehicle Records **LRDA # 20071592**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of monthly reports to the State Department of Conservation and Natural Resources documenting compliance with NAC 486A.180.	Three (3) fiscal years after the end of the month for which the records were compiled.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 486A.160 to 486A.180	None.

Approval of Payments **LRDA # 2007966**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the approval of payments to contractors (and others) for work performed and completed.	One (1) fiscal year after project completed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Asbestos Abatement Records **LRDA # 20161932**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents asbestos abatement projects and may include but is not limited to project identification, scope of work (including contractors documents, notice to proceed, etc.), project tracking documentation (including status checks, change orders, etc.), project review, exposure control documentation, budget documentation and post-closing review, related correspondence, and supportive documentation.	Thirty (30) calendar years from the close of the project.	This record series does not contain employee medical records. If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	29 CFR 1910.1001, 29 CFR 1910.1020, 29 CFR 1910.1200, NRS 618.750, NAC 618.953	Employee medical records can be found in the "Personnel" section of the manual. For Employee Medical Records -Hazard Exposure see LRDA # 20071289.

Barricade Plans **LRDA # 2007967**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents approved or denied barricade plans.	Three (3) calendar years after denied, superseded or removed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Bridge and Culvert Files **LRDA # 20071590**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains documents relating to the construction and repair of bridges and culverts. Records may include but are not limited to plans, drawings and blueprints of substructure and superstructure, specifications for materials and types of construction, estimates of cost, notices to bidders, bids, copy of contract or agreement, construction reports, inspection reports, maintenance and repair reports, reports to the board of county commissioners, related correspondence, and similar documents	Life of the structure.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 403.580 to 403.610, NRS 239C.210, NAC 239.165 (1)(2)	Review for historical value.

Public Works

Certified Payroll Reports **LRDA # 20071521**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reports from contractors and subcontractors of public works projects documenting compliance with NRS 338.010 to 338.090 and NAC 338.005 to 338.125. This series may include but is not limited to certified payroll reports, compliance statements, investigative reports, verifications, nonperformance payroll reports, applicable forms, related correspondence, and similar documents.	Three (3) calendar years after the final payment is made by the public body for the public work.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 3.4 (b), NRS 338.010 to 338.090, NRS 608.115, NAC 338.005 to 338.125, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Construction Tests, Results **LRDA # 2007971**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the results of construction and construction materials testing.	Six (6) calendar years after the substantial completion of construction or improvement.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.202, NRS 11.2055	None

Disaster / Damage Reports **LRDA # 2007974**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the extent and impact of natural or manmade disasters and emergency incidents and the actions taken by the public works department in response to such incidents. This series may include but is not limited to incident plans, damage assessment and response records, resource allocation reports, situation reports to the governing body, activity logs, communication logs, incident summary reports, copies of FEMA reports, photographs, public information releases, related correspondence and similar incident-related documentation.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.090, NRS 239C.210	None.

Equipment Maintenance Reports **LRDA # 2007975**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reports which document the maintenance of equipment in the possession of public works departments. This series may contain but is not limited to description of item, make and model, operating instructions, identification or license numbers, registrations, owner's manual, maintenance schedules, maintenance and repair reports, repair history, copies of work orders, control logs or lists, vendor information, location of item, repair inspection reports, photographs, correspondence and related documents.	Life of equipment	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Facility Equipment Inspection Files, OSHA Required **LRDA # 20101824**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series records documents the inspections of elevators, escalators, boilers, pressure vessels, and other related equipment from installation through the life of the unit. The files may contain but are not limited to inspection reports, copy of permits, OSHA and OSHES forms, copies of maintenance records, equipment standards, reports and regulations, related correspondence, and similar material.	Retain for the life of the asset. If equipment is involved in an accident retain for life of asset plus three (3) calendar years.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 455C.100 to 455C.160, NAC Chapter 455C, NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 239.165	None.

Field Books **LRDA # 20101823**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series provides a history (raw data) of the activities of survey field crews and documents work on civil projects, land boundaries, roads and streets, and similar surveying and mapping activities.	Permanent	None	NRS 255.110	None

Field Reports, On-Site Inspections: Commercial and Public **LRDA # 2007976**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents on-site commercial / public building or structure inspections and is used to determine the compliance of building construction, electrical, plumbing, mechanical and other systems with uniform building codes, and all other building standards adopted by the local government. This series may contain but is not limited to inspection requests, information on owner, location of property, location of structure, type of construction, copy of applicable codes, statement of restrictions, daily inspection logs, inspector's notes and remarks, inspector's signature, correspondence and related documents.	Six (6) calendar years after the completion of the improvement or project.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 11.190 (1)(b), NRS 239C.090, NAC 239.165 (1)(2)	None.

Field Reports, On-Site Inspections: Residential **LRDA # 2007977**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents on-site residential inspections and is used to determine the compliance of building construction, electrical, plumbing, mechanical and other systems with uniform building codes, and all other building standards adopted by the local government. This series may contain but is not limited to inspection requests, information on owner, location of property, location of structure, type of construction, copy of applicable codes, statement of restrictions, daily inspection logs, inspector's notes and remarks, inspector's signature, correspondence and related documents.	One (1) calendar year after certificate of occupancy is issued.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Fuel Summary Reports **LRDA # 20071594**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reports of daily, weekly, or monthly fuel disbursements. Information may include but is not limited to type of fuel dispersed, pump locations, meter or stick readings, gallons delivered, and total gallons consumed. This series may also indicate oil and antifreeze disbursal.	Three (3) calendar years from the date of the report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None

Highway/Road Maintenance Schedules **LRDA # 2007980**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of highway/road maintenance schedules which document the starting date and projected date of completion for routine maintenance and repair, pavement marking, snow and ice removal, and similar maintenance or repair activities.	One (1) calendar year after superseded or revised or completed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Intersection Files and Records **LRDA # 20121872**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of drawings, maps, plans, permits, photographs, traffic count reports, copies of accident reports, related correspondence and similar records.	Permanent	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	23 USC Chapter 4, NRS 484A.105	None.

Maps, Plans, and Drawings **LRDA # 2007983**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains various maps, blueprints, and drawings which may pertain to zoning, soil, land use, utilities, water supplies, road and bridge construction and repair, water mains, sewer lines, sewer line connections, fire hydrants, sewer district boundaries, valve locations, and similar engineering and construction related projects.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Master Plan and Amendments **LRDA # 2007984**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the present and projected needs of the local government for water, sewer, storm drainage, flood control, telephone systems, streets, utilities, bikeways, and other systems. Records may include but are not limited to reports, evaluations, cost analyses, plans; maps; and drawings, correspondence and related documents.	Permanent.	Portions of this record series may contain confidential or restricted information.	NRS 239C.090, NRS 239C.210	None.

Parking: Fees for Permits

LRDA # **2007986**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the payment of fees for parking permits and may include but is not limited to copy of fee schedule, copy of permit issued, permit log or report, copy of receipts issued, and similar documents.	While active or until completion of an annual audit, whichever is longer	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.624	None

Parking: Handicapped Permit Applications

LRDA # **2007987**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the application and issuance of special parking permits, placards or stickers.	Three (3) calendar years from the expiration or renewal of the permit	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 482.384, NRS 481.063, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Permits to Work in the Public Right of Way

LRDA # **20121873**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series documents permits issued for private use or construction in/on municipal right-of-way such as streets sidewalks, or adjacent land for demolitions, excavations, street cuts, crane operations, concrete construction of curbs, gutters, sidewalks, and similar activities.	Three (3) calendar years after expiration, revocation or discontinuance of the permit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	None	None.

Permits, Industrial Waste Discharge

LRDA # **2007989**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of logbooks, registers, or comparable documents providing a record of industrial waste discharge permits issued by a local government or any of its departments or subdivisions.	Permanent.	Portions of this record series may contain confidential or restricted information.	NRS 459.520, NAC 445A.228, NRS 239C.090	None.

Plans for Capital Improvement (Rejected, Withdrawn, or Administratively Stopped) **LRDA # 20181983**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the planning of projects for the physical improvement or new construction of local government owned or controlled facilities which were never started, rejected, withdrawn, or administratively stopped. This series may include but is not limited to drawings, maps, blueprints, renderings, financial estimates, budget reports, fee schedules, records documenting reason for withdrawal or rejection, related correspondence and similar documents.	Three (3) calendar years from the end of the calendar year in which the project was rejected, withdrawn, or administratively stopped.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.59801, NRS 354.5945, NRS 350.013, NRS 11.190 (3)(d), NRS 239C.090, NRS 239C.210, NAC 239.165	None.

Project Files - External Agency / Developer **LRDA # 2007995**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents projects initiated and administered by external agencies/ developers such as Nevada Department of Transportation, The Army Corps of Engineers, Nevada Division of Environmental Protection, and similar agencies. The files may contain but are not limited to requests for comment, responses, records documenting project need, letters of support, copies of plans; blueprints; and drawings, related correspondence and similar documents.	Three (3) calendar years after project completed.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 239C.090, NRS 239C.210, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Projects, Reports of Expenditures **LRDA # 2007992**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains reports of expenditures related to public works projects.	One (1) fiscal year after project completed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 354.5945	Review for historical value.

Property Acquisition Records **LRDA # 2007970**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the acquisition of properties for public works projects. This series may contain but is not limited to feasibility studies, engineering drawings and reports, survey of land, property appraisals, property acquisition negotiations, property acquisition agreements, eminent domain documents, copies of rights-of-way acquisition documents, petitions, copy of property condemnation notice, notice of proceedings, copy of deed, notes and reports, hearing files, legal documents, correspondence, and related documents	Permanent.	Portions of this record series may contain confidential or sensitive information.	NRS Chapter 340	None.

Public Works Project Files **LRDA # 2007991**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents public works projects and may contain but is not limited to copies of bid documents, award and endorsements records, copy of applications and permits, contractor's bonds, preconstruction engineering reports, structural design calculations, specifications, plan check files, lab testing reports, utility and land surveys, notice to proceed, weekly status reports, inspector memos and reports, evaluations, construction field meeting reports, progress schedules, change orders/proposals, variances, easement and rights of-way documents, project orders, copies of plans; maps; blueprints; profiles; and as-built drawings, requests for information, guarantees, notice of completion, certificate of occupancy, copies of accounting records, photographs, memos, various forms and reports, related correspondence, and similar documents.	Permanent.	Portions of this record series may contain confidential or restricted information.	NRS 338.010, NRS 239C.090, NRS 239C.210	NRS 338.010 (17) Public work" means any project for the new construction, repair or reconstruction of a project financed in whole or in part from public money for: public buildings, jails and prisons, public roads, public highways, public streets and alleys, public utilities, publicly owned water mains and sewers, public parks and playgrounds, public convention facilities which are financed at least in part with public money, and all other publicly owned works and property.

Refrigerant Usage Log **LRDA # 20071425**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents and tracks the usage of CFC & HCFC refrigerants used in mechanical systems and appliances.	Three (3) calendar years from the last date in log.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	40 CFR 82.166 (m)	None

Revenue Expenditure Reports **LRDA # 2007994**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reports which summarize expenditures, revenue, encumbrances, and other budgetary information. Reports are often used to monitor and control expenditures.	One (1) fiscal year after resolution of an annual audit.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.624	Review for historical value.

Sewer Maintenance Records **LRDA # 2007997**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents sewer maintenance and may include but is not limited to service requests, inspection reports, maintenance and repair orders, maintenance and repair reports, related correspondence and similar documents.	Ten (10) calendar years from the completion of the maintenance or repair.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Signs and Road Marking Records **LRDA # 20071522**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the planning, installation, and scheduled and unscheduled maintenance and repair of signs and other road or street markings and may include but is not limited to planning reports, installation reports, drawings, maintenance and repair reports, correspondence, and related documents.	Three (3) calendar years from the date of repair or replacement.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Special Assessment Districts, Files **LRDA # 2007998**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of files on public works projects related to redevelopment projects requiring extraordinary maintenance, repair and improvement and may contain but is not limited to plans, maps, blueprints, as-built drawings, inspection reports, project orders, project reports, billing and payment information, correspondence and related documents.	Five (5) fiscal years after the fiscal year in which the notice of completion is issued.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 11.190 (1)(a)(b), NRS 318.350, NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Specifications **LRDA # 2007999**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the specifications of buildings, structures, and equipment that public works departments are responsible for constructing, maintaining or repairing.	Permanent.	Portions of this record series may contain confidential or restricted information.	NRS 239C.090	None.

Street Light Records and Plans **LRDA # 20071000**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the planning, installation, and scheduled and unscheduled maintenance and repair of street lights and may include but is not limited to planning reports, installation reports, schematics and drawings, maintenance and repair reports, correspondence, and related documents.	Retain installation records and plans until the light is removed or replaced. Retain maintenance and repair records for three (3) calendar years from the date of last action.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Street Maintenance **LRDA # 20071001**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of reports and/or logs which document the scheduled and unscheduled maintenance and repair of streets. This series may also contain work orders, inspection reports, related correspondence, and similar documents.	Ten (10) calendar years from the completion of maintenance or repair.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	Review for historical value.

Street Name Changes **LRDA # 20071002**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents street dedications, street closings, the assignment and alteration of street names, and similar records that provide official control of the naming and numbering of streets and roads.	Permanent.	None	None	None

Structure Which is Moved **LRDA # 20071004**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains records related to structures which have been moved.	Two (2) calendar years after relocation.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Studies **LRDA # 20071005**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents studies performed by outside consultants or in-house staff. These types of studies may include but are not limited to hydrology, environmental impact, flood control, transportation, traffic engineering, feasibility, growth, neighborhood, studies documenting long range forecasts and projections, and similar studies.	Permanent.	Portions of this record series may contain confidential or restricted information.	NRS 239C.090	None.

Subdivision Files **LRDA # 20071006**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents that developers meet accepted standards for design and construction of the Public Works portion of subdivision development, such as streets, street lights, sidewalks, curbs and gutters, utilities, storm drainage, and fire protection. This series may include but is not limited to copies of tentative maps, review files, inspection reports, applications for deferral of off-site improvements, copies of surveys, various studies and analysis, off-site data sheets, bond and fee documents, receipts, copies of documents from planning commission and governing body, transmittals, final map, project correspondence, and related documents.	Five (5) fiscal years after the fiscal year in which the notice of completion is issued or subdivision bond is released, whichever is later.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 278.330 to 278.380, NRS 239C.210, NAC 239.165 (1)(2)	None.

Tentative Subdivision Files **LRDA # 20071009**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents tentative or proposed subdivisions and may include but is not limited to tentative maps, review files, inspection reports, copies of surveys, various studies and analysis, bond and fee documents, receipts, copies of documents from planning commission and governing body, transmittals, project correspondence, and related documents.	Five (5) calendar years after organization or abandonment.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 278.330 to 278.380, NRS 239C.210, NRS 11.190 (3)(d)	None.

Traffic Count Reports **LRDA # 20071010**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents traffic volume on individual roads and streets, bridges, local government owned parking lots or structures, intersections, etc.	Five (5) calendar years from the date of the report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	Review for historical value.

Traffic Signal Records **LRDA # 20071524**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the planning, installation, and scheduled and unscheduled maintenance and repair of traffic signals and may include but is not limited to planning reports, installation reports, schematics and drawings, maintenance / repair requests, maintenance / repair reports, correspondence, and related documents.	Life of traffic signal.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Tree and Plant Files **LRDA # 20071429**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the planting, trimming, inspection, and removal of trees and shrubs along public streets, roads, sidewalks, and other public areas.	Two (2) calendar years after work completed.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (4)(e)	None

Underground Storage Tank (UST) Records **LRDA # 20071426**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the description, location, operation, testing, maintenance, and final disposition of underground storage tanks. This series may contain but is not limited to copies of forms submitted to the Environmental Protection Agency (EPA) and/or the Nevada Division of Environmental Protection, certificates of enrollment (registration), initial site characterization reports, corrosion protection documentation, leak detection system documentation, spill and overfill protection documentation, corrective action plans, investigation reports, monitoring reports, storage tank system maintenance and repair documentation, copies of financial surety records, closure or change in service records, site assessments, related correspondence and similar documents.	Five (5) calendar years from the permanent closure of the storage tank and completion of all remedial activities.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	40 CFR Part 280, NRS 459.800 to 459.856, NAC 459.9921 to 459.999, NAC 239.165 (1)(2)	None.

Underground Storage Tank -Leaking (LUST) Records **LRDA # 20071427**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the investigation, reporting and monitoring of storage tanks that have leaked or have been reported of suspected leakage. This series may contain but is not limited to complaint / spill report forms (reports of all releases), initial site characterization reports, free-product removal reports, investigation of soil and ground water reports, assessments, corrective action plan, investigation reports, monitoring reports, storage tank maintenance and repair documentation, copies of financial surety records, copies of reports and forms submitted to the Environmental Protection Agency (EPA) and/or the Nevada Division of Environmental Protection, related correspondence and similar documents.	Five (5) calendar years from the permanent closure of the storage tank and completion of all remedial action.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	40 CFR Part 280, NRS 459.800 to 459.856, NAC 459.9921 to 459.999, NAC 239.165 (1)(2)	None.

Waste Water Monitoring **LRDA # 20071018**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents waste water monitoring activities, and may include but is not limited to flow measurement and analyses reports, calibration reports, maintenance reports, duplicates of permits, analytical reports, correspondence and similar documents	Twelve (12) calendar years from the date of report.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Water Rights, Files and Maps **LRDA # 20071019**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents water rights and may contain but is not limited to applications, maps, proof of beneficial use, studies, notices of application, letters of protest, approval or rejection notices, water permits, planning documents, construction documents, court documents, copies of judgments, water acquisition agreements, certificates of appropriation, deeds of conveyance, statements of work actually constructed, mitigation plans, cancelled permits, copies of fee schedules, fee payment documents, related correspondence, and similar documents.	Permanent.	Portions of this record series may contain confidential or restricted information.	NRS Chapter 533, NRS 239C.110, NRS 239C.210	None.

Work Orders

LRDA # **20071020**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents service requests and may contain but is not limited to work orders, maintenance/repair requests, correspondence and similar documents.	One (1) year after work completed.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Purchasing

Assignment of Vehicles **LRDA # 2007361**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document the assignment of purchased and/or leased vehicles to an agency. This series may include but is not limited to vehicle description, agency request forms, budget account information, terms and conditions, correspondence and related documents.	Until superseded.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Bid Files **LRDA # 2007364**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the publicizing, evaluation, and awarding of quoted bids to vendors and other individuals or organizations and provides recorded evidence of accepted and rejected bids. This series may include but is not limited to requests to bid, requests for proposals (RFP), bid exemption documents, bid specifications, bid estimates, bid and quote lists, notices of bid opening and award, comparison summaries, spreadsheets, tabulation worksheets, bid advertising records, tally sheets, bid registers, related correspondence, and similar records.	Seven (7) fiscal years after the date of execution of the contract.	Documents in vendor proposals may contain proprietary information which may be protected by copyright (17 USC sec.501) or trade secret (15 USC sec 5308) laws. NRS 332.061 defines the confidentiality of these types of records. This record series should be destroyed in a secure manner that will prevent reconstruction of the information.	17 USC section 501, 15 USC section 5308, NRS 332.039, NAC 239.165 (1)(2)	None.

Purchasing

Cancelled Bid Files **LRDA # 20071305**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents bids to provide goods or services which were cancelled prior to the awarding of a contract. This series may include but is not limited to bid specifications, copies of bids received prior to cancellation, documentation on reason for cancellation, documentation of action up to the time of cancellation, evidence of cancellation, correspondence and related documentation.	Three (3) fiscal years after cancellation. Unopened bids should be returned to the bidder.	Documents in vendor proposals may contain proprietary information which may be protected by copyright (17 USC sec.501) or trade secret (15 USC sec 5308) laws. NRS 332.061 defines the confidentiality of these types of records. This record series should be destroyed in a secure manner that will prevent reconstruction of the information.	17 USC section 501, 15 USC section 5308, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Contract Appeals Files **LRDA # 20071306**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents contract appeals. This series may contain but is not limited to notices of appeal and acknowledgments, specifications, bid documents, contract copies, change orders and amendments, exhibits, correspondence, documents received from parties, hearing records, final decisions and related documents.	Six (6) calendar years from the date of final disposition.	Documents in vendor proposals may contain proprietary information which may be protected by copyright (17 USC sec.501) or trade secret (15 USC sec 5308) laws. NRS 333.333 defines the confidentiality of these types of records. This record series should be destroyed in a secure manner that will prevent reconstruction of the information.	17 USC section 501, 15 USC section 5308, NRS 11.190 (1)(b), NAC 239.165 (1)(2)	None

Purchasing

Distribution Records **LRDA # 20071308**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the distribution of office supplies, commodities, parts, and other expendable materials. This series may contain but is not limited to supply requests, requisitions, inventory control information, stock reduction forms, inventory sign-out sheets, requesting agency information, billing and budget account information, correspondence and similar documents.	One (1) year after completion of an annual audit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Excess, Lost and Stolen Property Files **LRDA # 20071234**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the property in the custody of a local government which has been lost, stolen, exchanged, or declared excess. The files may include but are not limited to monthly property reports, copies of purchase orders and other fiscal records, police and internal incident reports, memos, correspondence and related documents.	Three (3) fiscal years from the fiscal year to which they pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.625, NRS 11.190 (3)(d)	None

Labor Prevailing Wage Violations **LRDA # 20121875**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series documents the investigation and determination of violations of labor prevailing wage, overtime wage disputes, minimum wage requirements charged in local government contracts.	Three (3) calendar years from the final outcome or disposition of the case.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 338.020 to 338.030, NRS 332.390, NRS 11.190 3(d)	None.

Purchasing

Product Recall Records **LRDA # 20101825**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of manufacturer recall notices and response forms for items purchased/used by local governmental entities.	Three (3) calendar years from the date of notification.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d), NRS 11.190 (4)(e)	None

Receiving Reports **LRDA # 20071302**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents items or services actually delivered or provided to the purchaser and may contain but is not limited to packing slips, copies of requisitions and purchase orders, description of goods or services ordered, signature of individual signing for receipt of goods or services, delivery receipts, service receipts, notations of shortages or damaged goods, correspondence and related documents.	One (1) fiscal year after completion of an annual audit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NAC 239.165 (1)(2)	None.

Requisitions and Purchase Orders **LRDA # 2007371**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the request and purchase of goods and services. This series may include but is not limited to requisition forms, supply orders, orders from stock, purchase orders, purchase order log books, records documenting voided or cancelled purchase orders, cost specifications, authorizations, vendor information, shipping instructions, unit of issue, description of goods/services ordered, unit price, extended price, blanket orders, running orders, purchasing agent signature, billing and budget account information, correspondence and related records.	One (1) fiscal year after completion of an annual audit.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 354.624, NAC 239.165 (1)(2)	None.

Purchasing

Sale of Surplus Goods to the Public, Records of **LRDA # 2007377**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the sale of surplus goods and equipment. This series may include but is not limited to advertisements, posting notices, inventory of sale items, price list, billing records, receipts or transmittals for funds received, title information, title transfers, correspondence and related documents.	Three (3) fiscal years from the fiscal year of the sale.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Supplies **LRDA # 2007368**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents supply inventories and requests and may contain but is not limited to supply requests, supply inventories, packing slips, receiving reports, copies of delivery receipts, copies of requisitions, requisition log, copies of purchase orders, inventory control forms, sign-out sheets, correspondence and related documents.	One (1) fiscal year after resolution of an annual audit.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.624	None

Vendor Code Requests **LRDA # 20071309**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These are forms or applications used to request vendor code numbers for vendors not currently listed as providing goods or services to the governmental entity. Information may include but is not limited to vendor name, address, phone number, type of goods or services provided, contact name, assigned vendor number, and related documents.	Until superseded, updated, or no longer needed for reference.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Purchasing

Vendor Files

LRDA # **2007378**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents vendors providing goods and services to governmental entities. This series may include but is not limited to name of vendor or company, name of contact or agent, address, telephone and fax numbers, e-mail and web site address, description of goods and services provided, vendor and/or tax ID number, vendor evaluation forms, information on past performance, price lists, correspondence and similar documents.	Three (3) fiscal years from the fiscal year to which it pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 205.4617, NAC 239.165 (1)(2)	None.

Vendor Master List

LRDA # **2007379**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Master list of vendors providing goods and services to the local government. It may include but is not limited to vendors name, address, phone number, fax number, e-mail address, product and service information, vendor identification number, tax ID number, contact name, and related information.	Until superseded by new master list.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 205.4617, NAC 239.165 (1)(2)	None.

Vendor Performance Case Files

LRDA # **20071300**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents problems or special cases involving purchasing of commodities or services. Records may include but are not limited to documentation of vendors and contractors who have failed to meet terms and specifications of purchasing contracts or who have failed to deliver commodities or services in a timely manner.	Six (6) calendar years after closed.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (1)(b), NAC 239.165 (1)(2)	Closed is usually defined as the date the information contained in the file is deemed no longer relevant due to vendor performance improvement or when the vendor no longer conducts business with the local government.

Warranties

LRDA # **2007080**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents manufacturer's/vendor's warranties to replace and/or repair defective equipment.	Expiration of warranty plus one (1) fiscal year.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Regional Transportation Commission

Allotments of Fuel Tax **LRDA # 20071021**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the receipt of money collected via motor fuel taxes.	One (1) fiscal year after an annual audit is completed.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.624	Review for historical value.

Application for Services - Denied, Incomplete or Withdrawn **LRDA # 20181959**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of applications for RTC services which were denied due to incompleteness, deemed unqualified or ineligible, or were withdrawn by the applicant. Records may include but are not limited to application with supportive documentation, referrals, waiver requests, related correspondence and similar information.	Three (3) calendar years from the date of denial or from the expiration of the validity period of the application.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 239B.030, NAC 239.165 (1)(2)	None.

Money Received and Expended, Reports of **LRDA # 20071026**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of reports of money received and expended for regional transportation related projects.	One (1) fiscal year after an annual audit is completed.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.624	None

Paratransit Customer Complaints of Regulatory Noncompliance **LRDA # 20181957**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents ADA (Title II) complaints of regulatory noncompliance. This series and may include but is not limited to name, address, and phone number of person making complaint, description of the facts that are the subject of the complaint and the requested remedy, name of person responding to complaint, Regional Transportation Commission proposed resolution of complaint, compliance summary reports or lists, correspondence and related records.	Retain records or summary reports of complaints of regulatory noncompliance for five (5) calendar years after final action on the complaint. The complaint forms themselves may be destroyed one (1) calendar year from the date of receipt.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Americans with Disabilities Act (ADA), 49 CFR 27.121, Federal Transit Administration (FTA) ADA Circular 4710.1 Section 12.7.3-Recordkeeping, NRS 603A.040, NAC 239.165 (1)(2)	49 CFR 121(b) Compliance reports. Each recipient shall keep on file for one year all complaints of noncompliance received. A record of all such complaints, which may be in summary form, shall be kept for five years. Each recipient shall keep such other records and submit to the responsible Departmental official or his/her designee timely, complete, and accurate compliance reports at such times, and in such form, and containing such information as the responsible Department official may prescribe. In the case in which a primary recipient extends Federal financial assistance to any other recipient, the other recipient shall also submit compliance reports to the primary recipient so as to enable the primary recipient to prepare its report.

Paratransit Customer Records **LRDA # 20181956**

Description	Minimum Retention Period	Disposition	Legal Citations	References
The Americans with Disabilities Act of 1990 (ADA) Paratransit Services is a shared-ride, public transportation service for people with disabilities who are functionally unable to independently use Regional Transportation Commission fixed route services. This series may contain but is not limited to customers application for service, in person evaluations, medical professional's verification of disability, functional assessments, referrals, accompanying individual information, reservation records, subscription service records, cancellation and no-show records, unattended passenger forms, copy of Regional Transportation Commission policies, related correspondence, and similar information.	Three (3) calendar years after termination of service or participation by the customer.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	Americans with Disabilities Act (ADA), 49 CFR 37.123, NRS 11.190 (3)(d), NRS 603A.040, NAC 239.165 (1)(2)	None.

Paratransit Customer Service or Policy Complaints **LRDA # 20181958**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents paratransit customer service or policy complaints or grievances. Records may include but are not limited to personal information of the person filing the service complaint or grievance, description of the facts that are the subject of the complaint or grievance and the requested remedy, name of person responding to complaint or grievance, conclusions, review of findings if customer is still dissatisfied, Regional Transportation Commission proposed resolution of complaint or grievance, related correspondence and similar records.	Three (3) calendar years after the date of response or resolution.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Americans with Disabilities Act (ADA), Federal Transit Administration (FTA) ADA Circular 4710.1 Section 12.7.3-Recordkeeping, NRS 603A.040, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	Federal Transit Administration (FTA) ADA Circular 4710.1 Section 12.7.3-Recordkeeping: It is important for transit agencies to distinguish between complaints that pertain to the DOT ADA requirements versus complaints about services or policies that do not, even if the complainant has a disability. See Federal Transit Administration (FTA) ADA Circular 4710.1 Section 12.7.3 for examples.

Regional Transportation Commission

Planning Files (proposed streets, highways or transportation systems) **LRDA # 20071027**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the planning of regional transportation projects and may include but is not limited to project requests, feasibility studies, preliminary plans, project analysis, cost analysis, related correspondence, and similar documents.	Three (3) fiscal years from completion or termination of a project.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 239C.090, NAC 239.165 (1)(2)	Review for historical value.

Project Files - Construction **LRDA # 20071023**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the construction, acquisition and improvement of streets, avenues, boulevards, alleys, highways or other public rights-of-way used for any vehicular traffic, sidewalks, crosswalks, pedestrian rights-of-way, curb cuts, curbs, gutters, culverts, catch basins, drains, sewers, manholes, inlets, outlets, retaining walls, bridges, overpasses, tunnels, underpasses, approaches, sprinkling facilities, artificial lights and lighting equipment, traffic separators, traffic control equipment, and similar structures or equipment. Files may include but are not limited to maps, plans, diagrams, drawings, surveys, engineering and survey notes, detailed specifications, profiles, project descriptions, project applications, design files, acquisition documents, appraisal files, cost reports, construction reports, copies of inspection reports, results of construction tests, environmental impact statements, cost reports, copies of claims, copies of contracts or agreements, bond documents, work orders, legal documents, final or as-built maps and plans, related forms and reports, photographs, correspondence, and similar documents.	Permanent.	This record series may contain confidential or restricted information.	NRS 373.024, NRS 373.028, NRS 239C.090, NRS 239C.210	None.

Project Files - Grants **LRDA # 20071028**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the dispersal of funds provided by state and/or federal grants through the Department of Transportation.	Three (3) fiscal years from submission of the final expenditure report, or as required by the granting authority, whichever is longer.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	2 CFR 200.333, NAC 239.165 (1)(2)	Review for historical value.

Project Review Files **LRDA # 20071029**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series is usually created when a city, county, or developer asks for impact studies and a review of routing requirements for new subdivisions or other developments that will require public transportation.	Three (3) calendar years from the date of review.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	Review for historical value.

Property Acquisition Records **LRDA # 20071597**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the acquisition of real property obtained through eminent domain proceedings for transportation-related projects, and may include but is not limited to public hearing records, findings and determinations, appraisal information, copy of court documents and proceedings, related correspondence, and similar documents.	Permanent.	Portions of this record series may contain confidential or sensitive information.	None	None.

Route Files **LRDA # 20071596**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the day to day operation, riding volume, problems, for each bus in service, and may be used as possible justification for the creation or elimination of new or existing routes.	Three (3) calendar years from the end of the calendar year to which the files pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Regional Transportation Commission

Transportation Studies / Plans

LRDA # **20071598**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of transportation related studies, reports, and plans and may include but is not limited to traffic congestion studies, traffic safety studies, transportation improvement plans, plan conformity studies, rapid transit studies, infrastructure studies, long-range transportation plans, short-range transportation plans, short-range transit plans, strategic plans, special services plans, air quality compliance plans, maintenance and repair studies, customer service summary reports, and similar studies, reports, and plans.	Permanent.	Portions of this record series may contain confidential or restricted information.	NRS 239C.090	None.

Sanitation District

Air Quality Permits **LRDA # 20081762**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of permits to operate an air pollution emission source issued by Health Departments/Districts. May contain emission source information, copies of standards/regulations, permitting information, related correspondence, and similar documents.	Five (5) calendar years from the renewal, modification, suspension, expiration or revocation of the permit or for the retention period required by the health distinct, whichever is longer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	40 CFR 52.1476, Health District Regulations, NAC 445B.224 (2)	None

Authorization to Discharge Permit **LRDA # 20071613**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents permits issued by the Nevada Division of Environmental Protection and/or other regulatory body to discharge effluent.	Five (5) calendar years after expiration, renewal, modification, suspension, or revocation of the permit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NAC 445A.241, NAC 445A.251	NAC 445A.241(1) -The duration of permits is fixed and does not exceed 5 years.

Consumer Confidence Reports **LRDA # 20071607**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of annual water quality reports sent to customers of the water system.	Three (3) calendar years from the end of the calendar year to which the report pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	40 CFR 141.155 (h)	Review for historical value.

Corrective Action Records **LRDA # 20071605**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents actions taken by sanitation districts to correct violations of primary drinking water regulations and may include but is not limited to reports, logs, related correspondence, and similar documents.	Ten (10) calendar years after the date of last action.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	40 CFR 141.33, 40 CFR 141.405 (b)(1)	None

Costs of Construction, Estimated **LRDA # 20071036**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the estimated construction costs of proposed sanitation projects.	Five (5) fiscal years after completion or termination of a project.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	18 CFR 125 (17)(c)	None

Cross-Connection Control and Backflow Prevention Records **LRDA # 20071606**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of records which document compliance with NAC 445A.67185 for cross-connection control and backflow prevention programs. This series may include but is not limited to implementation schedules, inspection reports, plans for testing and tracking all primary assemblies for the prevention of backflow, annual testing results of assemblies, lists of the particular assemblies for the prevention of backflow, a list of the measures the supplier of water will take to enforce the program if any customers of the system fail to comply with the program, violation notices, letters documenting any fines or repairs, and related correspondence.	Five (5) calendar years from the end of the calendar year to which the records pertain.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NAC 445A.67185 to NAC 445A.67255, NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Sanitation District

Developer Inspection Reports **LRDA # 20071040**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of construction inspection reports documenting the day to day progress of construction on developer projects.	Three (3) calendar years after construction completed.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 11.190 (3)(d), NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Distribution System Records **LRDA # 20071602**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of records related to water operations and may contain but is not limited to operator walk-through, daily logs, pump calculations, pump station logs, elevations, distribution system flow reports, storage tank levels, water facilities daily reports, notification of planned outages and or shutdowns, related correspondence and similar documents.	Five (5) calendar years from the end of the calendar year to which the records pertain.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	40 CFR 122.48, 40 CFR 123.25, NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Drawings, Blueprints and Specifications **LRDA # 20071038**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used as an administrative tool for maintenance (repair, upkeep, etc.) and remodeling functions. This series may contain but is not limited to drawings, blueprints, specifications, photographs, and similar documents.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.090, NRS 239C.210	None.

Equipment Maintenance and Calibration Records **LRDA # 20071618**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the maintenance and calibration of equipment and instruments used to monitor water treatment operations.	Life of the equipment plus three (3) additional years	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 11.190 (3)(d)	None

Fixture Records **LRDA # 20071601**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents fixture count on/in property and is used to assess proper sewer fees.	Permanent.	None	None	None

General Ledger **LRDA # 20071033**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of one or more series of financial ledgers providing a final year to date summary of accounting data and a permanent audit trail for all fiscal receipt and disbursement transactions.	Permanent.	None	NRS 318.085	None

Laboratory - Chain of Custody Forms **LRDA # 20071617**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of records tracing the sample from collection through analysis.	Five (5) calendar years from generation of the last entry in the records.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	2003 NELAC Standard 5.4.12	National Environmental Laboratory Accreditation Conference (NELAC)

Laboratory - Preventive Maintenance Reports **LRDA # 20071616**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents preventive maintenance and repair activities for all instruments and equipment including but not limited to pH meters, analytical balances, incubators, refrigerators, autoclaves, and water baths.	Five (5) calendar years from the date of the report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	EPA 815-R-05-04, 8.5 (Manual for the Certification of Laboratories Analyzing Drinking Water Criteria and Procedures Quality Assurance Fifth Edition), 2003 NELAC Standard 5.4.12.2.4	National Environmental Laboratory Accreditation Conference (NELAC)

Laboratory Certifications **LRDA # 20071615**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents on-site laboratory assessments and certification program reviews and may contain but is not limited to checklists, corrective action reports, final reports, certificates, proficiency testing (PT) study results, correspondence and related documents.	Six (6) calendar years or until the next certificate data audit is complete, whichever is longer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	EPA 815-R-05-04 (Manual for the Certification of Laboratories Analyzing Drinking Water Criteria and Procedures Quality Assurance Fifth Edition)	None

National Pollution Discharge Elimination System Permits (NPDES) **LRDA # 20071620**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the application for and issuance of a permits under the Clean Water Act allowing discharge of specific pollutants under controlled conditions. This series may contain but is not limited to applications, permits, modifications, compliance reports, influent and effluent reports, chemical analysis reports, water flow records, test and recording reports, compliance schedules, inspection reports, related correspondence and similar documents.	Five (5) calendar years after expiration, renewal, or revocation of permit.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	40 CFR 123.25, 40 CFR 122.7, 40 CFR 122.41 (j) (2), 40 CFR 122.42 (3), 40 CFR 122.46 (1)	In accordance with 40 CFR 122.46, NPDES permits shall be effective for a fixed term not to exceed 5 years.

Operation and Maintenance Manuals **LRDA # 20071609**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consist of operation and maintenance manuals for public water/treatment facilities.	Lifetime of the equipment or facility.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Sanitation District

Oversight Inspections **LRDA # 20071611**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents oversight inspections of water, water reclamation, and/or water pollution control construction projects by the Nevada Division of Environmental Protection, Nevada State Health Division or District Health Authorities and similar regulatory bodies.	Five (5) calendar years after final acceptance.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NAC 445A.799, NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	Review for historical value.

Plant Maintenance Records **LRDA # 20071042**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the ongoing maintenance of sanitation facilities and may contain but is not limited to maintenance schedules, maintenance reports, repair reports, installation reports, correction reports, related correspondence and similar documents.	Three (3) calendar years after facility is closed.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 11.190 (3)(d), NRS 239C.090, NAC 239.165 (1)(2)	None.

Reclaimed Water Permits **LRDA # 20071614**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the issuance of temporary water permits for construction related activities such as dust control.	Three (3) calendar years after expiration of the permit, or for the period required by local ordinance, whichever is longer.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d)	None

Sanitation District

Reservoir Inspections **LRDA # 20071603**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents reservoir inspections and may contain but is not limited to acceptance letters, inspection reports, maintenance and repair records, rehabilitation records, test reports, related correspondence, and similar documents.	Life of the reservoir including the post-closure care period (if applicable).	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 239C.210, NAC 239.165 (1)(2)	None.

Sanitary Survey Records **LRDA # 20071051**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents sanitary surveys required by permit to locate and identify health hazards to public water systems.	Ten (10) calendar years after completion of the sanitary survey involved.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	40 CFR 141.33 (c)	Review for historical value.

Secondary Contaminant Reports **LRDA # 20071619**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the analysis of water samples to determine the level of secondary contaminants. Secondary contaminants are those which at levels generally found in drinking water, do not present a health risk but may affect taste, odor, and color of water, as well as stain plumbing fixtures and interfere with water treatment processes.	Ten (10) calendar years from the date of the report.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NAC 445A.455 to NAC 445A.457	None

Sanitation District

Sewer Cleaning Records **LRDA # 20071610**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents annual reporting of line jetting and cleaning, line inspections, and similar activities and may contain but is not limited to maintenance and repair schedules, maintenance requests, inspection requests, customer complaints, maintenance and repair reports, cleaning reports, copies of plans and drawings, related correspondence and similar documents.	Ten (10) calendar years from the date of the report.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Variance and Exemption Records **LRDA # 20071604**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents variances and exemptions granted to a public water system.	Five (5) calendar years after the expiration of the variance or exemption.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	40 CFR 141.33 (d), NAC 445A.487 to 445A.491	None

Waste Collection and System Operation **LRDA # 20071049**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the operation and maintenance of wastewater treatment systems. This series may include but is not limited to monitoring information such as laboratory testing data, chemical records, flow and loading data, copies of equipment/instrument calibration records, original strip chart recordings, records and reports required to be kept in accordance with the permit, copy of operation and maintenance manuals, copies of operations and maintenance inspections, related correspondence and similar documents.	Five (5) calendar years from the end of the calendar year to which the records pertain.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information	NRS 239C.090, NAC 239.165 (1)(2)	None.

Waste Flow Measurement Readings **LRDA # 20071050**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the amount of pollution discharged from wastewater treatment facilities and may include but is not limited to copies of reports submitted to the U.S. Environmental Protection Agency and/or the Nevada Division of Environmental Protection, logs that record waste flows, chemical settings, processing reports, filter information, tank levels, pressure, and similar monitoring information.	Five (5) calendar years from the end of the calendar year to which the records pertain.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Wastewater Sewage Sludge Application Records **LRDA # 20071608**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents sewage sludge use and disposal activities.	Five (5) calendar years from the end of the calendar year to which the report pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	40 CFR 503.17	None

Sanitation District

Water Conservation Plan **LRDA # 20071694**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of water conservation plans required by state law/regulation. These plans are based on the climate and living conditions of the water service area and may contain but are not limited to public conservation education documents, water management documents (used to identify and reduce leakage in water supplies, inaccuracies in water meters, high pressure in water supplies, and where applicable, the reuse of effluent), contingency plans for drought conditions, a schedule for carrying out the plan, and measures to evaluate the effectiveness of the plan. This series includes all revisions and updates to the plan.	Permanent.	NRS 540.131 (4) --The plan must be available for inspection by members of the public during office hours at the offices of the supplier of water, may be revised from time to time to reflect the changing needs and conditions of the service area. Each such revision must be made available for inspection by members of the public and must be updated every five (5) years and comply with the requirements of this section and NRS 540.141.	NRS 540.121 to 540.151, NRS 704.662 to NRS 704.6624, NAC 445A.5922 (5)(a)	None

Water Operators Certification File **LRDA # 20071621**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer the certification process for operators of water systems as required by state and federal law /regulation. The files may contain but are not limited to applications (new and renewal), copies of records documenting experience, test scores, continuing education documentation, letters to proctors, letters to applicant approving examinations, letters of denial to reinstate after expiration, related correspondence and similar documents.	Twelve (12) calendar years from the date they are no longer certified.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	40 CFR 142.15, 40 CFR 142.14 (d)(12)(iv), 40 CFR 142.16 (h)(2), NRS 445A.875, NAC 445A.617 to 445A.652, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Sanitation District

Water Project Files **LRDA # 20071696**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the initial construction, renovation, modification or expansion of public water systems or facilities. This series may contain but is not limited to applications, permits (if applicable), complete plans and specifications, health authority's review and written approval, engineering analyses, records of distribution system, environmental impact studies, environmental assessments, construction/renovation reports, inspection reports, project reports, engineering reports that describe the water project as it was constructed, as-built drawings, notice of completion, cost statements, maps, photographs, legal notices, copies of reports submitted to state and/or federal agencies, related correspondence and records documenting the date water project was tested, accepted and placed into service.	Permanent.	This record series contains confidential and/or restricted information.	NRS 239C.110, NRS 239C.210, NRS 349.961, NAC 445A.6758 to NAC 445A.67644	None.

Water Project Files [Financial Records] **LRDA # 20071695**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document grant awards for water related projects and may include but is not limited to a brief description of the proposed water project, copy of grant application, bidding schedules, estimated schedules of payment, cost allocation plans, expenditure reports, audit reports, monitoring reports, copies of purchase orders, loan documents, vouchers, related correspondence and similar financial documents.	Three (3) fiscal years from the submission of the final expenditure report, or as required by the granting authority, whichever is longer.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	2 CFR 200.333, NRS 445A.200 to NRS 445A.275, NRS 349.935 to NRS 349.987, NAC 445A.67613 to NAC 445A.67623, NAC 239.165 (1)(2)	None.

Water Project Files -Not Needed to Maintain System or Facility **LRDA # 20161920**

Description	Minimum Retention Period	Disposition	Legal Citations	References
Records in this series are generally administrative and are not needed to maintain the public water system or facility. This series may contain but is not limited to project documents submitted for review and comment, cost estimates, unsuccessful or rejected bid documents and bid activity documents, construction schedule records, material receipt tickets, liens, lien releases, waivers, construction safety documents, traffic control plans, construction site environmental compliance documents (trash abatement, dust control, etc.), progress reports, related correspondence and similar documents.	Ten (10) calendar years after completion of project.	This record series may contain confidential or restricted information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239C.110, NRS 239C.210	None.

Water Quality, Reports of Bacteriological Analysis **LRDA # 20071054**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains reports documenting water samples taken from various locations throughout the water system and supply sources for bacteriological tests. Information includes location, collection date, person taking samples, sample type, analysis date, laboratory name, person performing analysis, analytical method used, and the results of the analysis.	Five (5) calendar years from date of report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	40 CFR 141.33 (a)	None

Water Quality, Reports of Chemical and Radiological Analysis **LRDA # 20071055**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains records documenting water samples taken from various locations throughout the water system and supply sources for chemical and radiological tests. Information includes location, collection date, person collecting sample, sample type, analysis date, laboratory name, person conducting analysis, analytical method used, and results of the analysis.	Ten (10) calendar years from date of report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	40 CFR 141.33 (a)	None

Water Quality, Reports of Lead and Copper **LRDA # 20071053**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains reports documenting water samples taken from various locations throughout the water system and supply sources for lead and copper tests. Information includes location, collection date, person taking samples, sample type, analysis date, laboratory name, person performing analysis, analytical method used, and the results of the analysis.	Twelve (12) calendar years from date of report.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	40 CFR 141.91	None

Water Quality, Statistical Averages **LRDA # 20071052**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents statistical averages of water quality and may include but is not limited to water consumption reports, water testing records, water chemistry reports, water bacteriological reports, monitoring reports, analysis reports, and similar reports used to create statistical reports.	Permanent.	None	None	None

Water Turbidity Reports **LRDA # 20071229**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains reports documenting the analysis of water samples to determine the level of cloudiness caused by suspended particles. Information may include date, report number, analyst, time of sample collection, turbidity unit values for routine and check samples, and related data.	Ten (10) calendar years from the end of the calendar year to which they pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	40 CFR 141.33 (a), 40 CFR 142.14 (a)(4)(l) , 40 CFR 142.14 (a)(4)(ii)[C](2)	None

Academic Performance - Permanent Records **LRDA # 20071711**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents a pupil's academic performance and usually consists of the permanent record card and/or academic transcript. Information may include but is not limited to pupil's identifying information, summary of attendance, grades, grade point average, grades completed and the year completed.	Permanent.	This record series contains confidential and/or restricted information.	34 CFR 99.32, NRS 392.029, NAC 392.350	None.

Academic Performance - Subsidiary Records **LRDA # 20071122**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series may contain but is not limited to a pupil's identifying information, personal and family history records, cumulative student record, childhood disease and immunization data, cumulative health folders, disciplinary reports, truancy reports, student guidance records, progress and monitoring reports, reading records, school and after-school activity reports, student employment information, standardized testing records, student current data, entrance and withdrawal records, transfer records, notices to parents/guardians, parental consent forms, informational correspondence and similar records.	Six (6) calendar years after pupil graduates or would normally have graduated from high school.	This record series contains confidential and/or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	34 CFR 99.3, 34 CFR 99.32, NRS 392.029, NAC 392.350, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Alternative High School Programs **LRDA # 20071060**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents alternative programs for the education of pupil's at risk of dropping out of high school.	Three (3) calendar years after program discontinued.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 388.537	None

Applications for Free Meals or for Meals at Reduced Prices **LRDA # 20071062**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests for meal assistance and may include but is not limited to applications, pupil information, income verifications, approval or denial letters, various forms, related correspondence, and similar documents.	Three (3) fiscal years from the approval or denial of the application.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Athletic Activity Records **LRDA # 20071063**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents a pupil's eligibility and participation in sanctioned sports and may contain but is not limited to registration documents, academic eligibility documents, parental consent forms, proof of residency forms, copies of physical examination documents, liability release forms, copies of injury reports, eligibility waivers, related correspondence and similar documents.	Six (6) calendar years after the school year in which the records were created.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 385B.060, 45 CFR 164.530, NRS 629.051, NRS 11.190 (3)(d), NRS 11.190 (4)(e), NRS 12.080, NRS 12.105, NAC 386.776 to 386.820, NAC 239.165 (1)(2)	None.

Athletics: Travel Expenses **LRDA # 20071068**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents travel expenses related to sanctioned sports activities and may contain but is not limited to participation reports, reimbursement requests, expense reports, applicable forms, correspondence and related documents.	Until annual audit is completed	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 354.624	None

Behavior Policy/Code of Conduct Records **LRDA # 20071748**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents behavior/code of conduct policies and may contain but is not limited to handbooks, infraction and consequence information, disciplinary action forms, parental involvement forms, copy of code of honor form, related correspondence and similar documents.	Five (5) school years after superseded.	In accordance with NRS 392.461(5)(c) If the code of honor is returned with the signatures, a copy of the signed code of honor must be retained in the pupil's file.	20 USC section 6318, NRS 392.456 to NRS 392.461	None

Certificated Employees: Admonitions **LRDA # 20071076**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the admonishment of licensed personnel.	Until standards are met, or three (3) calendar years, whichever occurs first.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 391.755, NRS 239B.030, NAC 239.165 (1)(2)	None.

Certificated Employees: Appraisals **LRDA # 20071078**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the job performance of licensed employees and may contain but is not limited to appraisal and evaluation forms, work performance standards, supporting documentation, related correspondence and similar documents. This series includes appraisals of permanent and probationary employees.	Three (3) calendar years from the end of the calendar year in which the individual terminated.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.40, NRS 11.190 (3)(d), NRS 239B.030, NAC 239.165 (1)(2)	None.

Certificated Employees: Authorization for Extra Pay **LRDA # 20071080**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents authorizations for extra pay for licensed personnel.	Three (3) fiscal years from the date of authorization.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 239B.030, NAC 239.165 (1)(2)	None.

Certificated Employees: Credentials **LRDA # 20071081**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the credentials of licensed personnel.	Permanent.	This record series may contain confidential or sensitive information.	NRS 391.230, NRS 239B.030, NRS 205.4617	None.

Certificated Employees: Personnel Notifications, Records of **LRDA # 20071084**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the notification of licensed personnel of pending actions.	Two (2) calendar years from the date of notification.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 391.775	None

Certificated Employees: Requisitions **LRDA # 20071085**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests to fill employment positions and may contain but is not limited to requisition or request to fill, employment applications, proof of certification/licensure, interview records, hiring packet, notifications, related correspondence and similar documents.	Two (2) calendar years after position filled.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.40, NRS 239B.030, NAC 239.165 (1)(2)	None.

Charter School Reports: Enrollment (Statistical) **LRDA # 20071736**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to report enrollment and attendance and may contain but is not limited to enrollment ethnic reports, monthly enrollment and attendance reports, certification of enrollment reports, compliance reviews, related correspondence and similar documentation.	Three (3) calendar years from the end of the school year to which they pertain.	These types of reports are statistical in nature and should not contain personally identifying, confidential or restricted information. If there is personally identifying, confidential or restricted information in this record series, that information must be protected from public disclosure and be destroyed in a secure manner that will prevent reconstruction of the information.	2 CFR 200.333, NAC 387.345	Review for historical value.

Charter School Reports: Fiscal **LRDA # 20071737**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer the apportionment of state funds from the Distributive School Account and may contain but is not limited to school calendar, count of students, annual audit reports, annual budget, distributive school account request, related correspondence and similar documentation.	Three (3) federal fiscal years from the end of the fiscal year to which they pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	20 USC section 1232g, 34 CFR Part 99, NRS 392.029, NRS Chapter 388A, NAC Chapter 387, NAC 239.165	None.

School Districts

Charter School Reports: Program **LRDA # 20071738**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer the charter school programs and may contain but is not limited to OSHA inspections, governing body reports, facility changes, contract reports, pupil service reports, licensed employees, evaluation / progress reports, copies of minutes meeting minutes, three year report, related correspondence and similar documentation.	Three (3) calendar years from the end of the school year to which they pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	20 USC section 1232g, 34 CFR Part 99, NRS 392.029, NRS Chapter 388A, NAC Chapter 387, NAC 239.165	None.

Children's Internet Protection Act (CIPA) Records **LRDA # 20181971**

Description	Minimum Retention Period	Disposition	Legal Citations	References
The Children's Internet Protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. CIPA imposes certain requirements on schools or libraries that receive discounts for Internet access or internal connections through the E-rate program–a program that makes certain communications services and products more affordable for eligible schools and libraries. Records may include but are not limited to a schools internet safety policy (must provide for educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response), records documenting policy adoption actions, certifications of compliance, records documenting technology protection measures, approval letters, monitoring reports, audit reports and findings, records documenting the purchase and delivery of services (bidding, contracts, inventory, invoices, etc...) various forms, related correspondence, and similar records.	Ten (10) calendar years after the latter of the last day of the applicable funding year, or the service delivery deadline for the funding request.	This record series may contain confidential information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Children's Internet Protection Act (CIPA), Protecting Children in the 21st Century Act, 47 USC section 254 (1)(B), 47 USC section 254 (6), 47 CFR section 54.516, 47 CFR section 54.520, FCC Reports and Orders, NRS 239.013, NAC 239.165 (1)(2)	47 CFR Section 54.516 - Requires that program participants retain all documents necessary to demonstrate compliance with the statute and Federal Communications Commission (FCC) rules regarding the application for, receipt, and delivery of services receiving schools and libraries discounts.

Class Record Books and Grade Books **LRDA # 20071089**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is the original and official document or record that establishes proof of reported information for a pupil. In accordance with NAC 387.165 this series must contain the name of the pupil, the grade and any applicable special category to which the pupil is assigned, the pupil's record of daily attendance, the grade earned by the pupil for each period of grading and the final grade earned for the class, and the dates of enrollment, reenrollment and withdrawal of the pupil from the school or class, if applicable.	Two (2) calendar years after the last day of the school year to which the record pertains.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 387.175, NRS 385.080, NRS 387.1234, NAC 387.165, NAC 392.350, NAC 239.165 (1)(2)	None.

Classified Employees: Performance Evaluations, Reports, and Response **LRDA # 20071086**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the job performance of classified employees and may contain but is not limited to copy of work performance standards, performance evaluations, employee response, appeals or hearing records, correspondence, and related documents	Three (3) calendar years from the end of the calendar year in which the individual terminated.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 239B.030, NAC 239.165 (1)(2)	None.

Comparative Analysis of Attendance Averages **LRDA # 20071090**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of statistical reports documenting attendance averages and may be used for budgeting and planning, reference, performance monitoring, position justification, creating annual reports and similar uses.	Five (5) calendar years from the date of the report.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

Consultants, Out-of-District Authorization and Payments **LRDA # 20071091**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the authorization and payment of out of district consultants and may contain but is not limited to consultant's personal information, authorizations, office copy of contract or agreement, billing claims, payment information, related correspondence and similar documents.	Three (3) fiscal years from the end of the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 354.624, NAC 239.165 (1)(2)	None.

District Attendance and Enrollment **LRDA # 20071093**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is usually a statistical report on district wide attendance and enrollment. Information is compiled from reports received from individual schools within the district and may be used to provide funding justification to local, state, and federal government agencies.	Permanent.	None	None	None

Emergency Contact File **LRDA # 20071652**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of a pupil's emergency contact information and may contain but is not limited to emergency contact form, information on medical conditions, related correspondence and similar documents.	Three (3) calendar years from the date superseded.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 12.080, NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 239.165 (1)(2)	None.

Enrollment and Attendance Records **LRDA # 20071058**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the enrollment and attendance of pupil's in school and may contain but is not limited to enrollment records, enrollment and attendance master register, classroom daily attendance sheets, excused and unexcused absence reports, tardiness records, notes from parents or guardians, various forms, withdrawal reports, reenrollment reports, non-resident student reports, absence notifications, log books, and similar documents.	Retain each master register of enrollment and attendance and any supporting documents for five (5) calendar years after the information is submitted to the Nevada Department of Education.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 387.1234, NAC 387.175 to NAC 387.185, NAC 387.280, NRS 392.029, NAC 239.165 (1)(2)	None.

Fact-Finding Material and Expenditures **LRDA # 20071099**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains fact-finding materials and may contain but is not limited to copies of records from outside sources, copies of laws or regulations, expert opinions, financial documents, expenditure reports, logs, staff reports, related correspondence and similar documents.	Three (3) calendar years from the date of the record.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	Review for historical value.

Federal Programs: Audit Reports **LRDA # 20071100**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents financial audits of schools and/or school districts receiving federal funds. This series may contain but is not limited to audit reports, budget printouts, copies of purchase orders, copies of receiving documents, warehouse requisitions, financial reports, statistical records, correspondence, and supporting documentation.	Three (3) fiscal years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	2 CFR 200.333	None

Federal Programs: Breakfast Program Records **LRDA # 20071101**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer school breakfast programs and may contain but is not limited to applications, eligibility records, free and reduced price policy statements, program reports, copies of purchase orders, claims for reimbursement, financial reports, correspondence, and similar documents.	Three (3) fiscal years after the end of the fiscal year to which they pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	7 CFR 220.7, NAC 239.165 (1)(2)	None.

Federal Programs: Lunch Programs, Reports **LRDA # 20071103**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer school lunch programs and may contain but is not limited to applications, eligibility records, free and reduced price policy statements, lunch counts, on-site review reports, monthly claims for reimbursement, financial reports, copies of statistical reports submitted to state, program reports, correspondence, and similar documents.	Three (3) fiscal years after submission of the final claim for reimbursement for the fiscal year.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	7 CFR 210.8, 7 CFR 210.23 (c), NAC 239.165 (1)(2)	None.

Federal Programs: Special Milk Programs **LRDA # 20071110**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer special milk programs and may include but is not limited to applications, eligibility records, agreements, free milk policy statements, daily milk counts, requests for reimbursement, fact sheets, various forms, related correspondence and similar documents.	Three (3) fiscal years after submission of an annual financial status report.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	7 CFR Part 215.7 (d)(8), NAC 239.165 (1)(2)	None.

Federal Programs: Summer Food Program **LRDA # 20071650**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series pertains to federal summer food grants and may contain but is not limited to applications, daily meal preparation reports, meal counts, reimbursements, advanced payments, various forms, memos, related correspondence and similar documents.	Three (3) fiscal years from the fiscal year to which the documents pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	7 CFR 250.16, NAC 239.165 (1)(2)	None.

Federal Survey Cards, Eligible **LRDA # 20071107**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of cards or forms used to determine eligibility for federal impact aid under Public Law 81-874 (Provision of Free Public Education for Eligible Dependent Children).	Three (3) fiscal years from the end of the fiscal year to which the record pertains	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Public Law 81-874, 34 CFR 222.10, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Federal Survey Cards, Ineligible **LRDA # 20071108**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of cards or forms used to determine eligibility for federal impact aid under Public Law 81-874 (Provision of Free Public Education for Eligible Dependent Children).	Two (2) fiscal years from the date of last action.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	Public Law 81-874	None.

Federal/State Returns (941, NIC, PERB) **LRDA # 20071106**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reports of expenditures submitted to federal and/or state agencies for taxes, workers compensation, retirement, and similar expenses.	Five (5) calendar years from the submission of the return.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Field Trip Authorizations/Parental Permissions **LRDA # 20071744**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents authorization by a parent/legal guardian for a pupil to participate in an off campus school activity and may include but is not limited to authorization forms, emergency contact information, related correspondence and similar documents.	Three (3) calendar years from the date of the authorization.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 239.165	None.

Financial Surveys **LRDA # 20071109**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of financial surveys of school district programs.	Five (5) calendar years from the date of the record.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	Review for historical value.

GEAR UP Grant - Administrative Files **LRDA # 20071734**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer the GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) program and may contain but is not limited to copies and originals of grant documents (including application, grant set up, federal-state agreement, plans & modifications, etc.), program financial and narrative reports, compliance reviews, monitoring documentation, participating school files (including contact information, coordinator information, correspondence, activity reports, etc.), related program correspondence and similar documentation.	Three (3) federal fiscal years from the end of the six year grant funding cycle. Program correspondence may be purged from the files when no longer administratively useful.	This record series contains confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	20 USC section 1070a et seq., 20 USC section 1232g, 2 CFR 200.333, 34 CFR Part 99, NRS 392.029, NAC 239.165	None.

GEAR UP Grant Records **LRDA # 20071741**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administrate and monitor the activities of the GEAR UP program. Data may include but is not limited to student information (including, name, student ID#, birth date, ethnicity, gender, grade level, status data, GPA, contact information, etc.), survey information (student and parent/guardian surveys), services provided to student, services provided to parents, services provided to teachers, family participation, school coordinator data, teacher / professional data, participating school data, reports and similar data.	Update and correct the data as necessary, retaining these records for a period of three (3) federal fiscal years from the end of the six year grant funding cycle.	Destroy this confidential data in a secure manner that will prevent reconstruction of the information.	20 USC section 1070a et seq, 34 CFR Part 694, NAC 239.165	None.

GEAR UP- Scholarship Payment Files **LRDA # 20071735**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the use and payment of GEAR UP Scholarships and may contain but is not limited to notification of federal subgrant awards, request for federal funds for project activities, contact and program related documentation from participating units of the Nevada System for Higher Education, student registers from participating units of the Nevada System for Higher Education (including student name, ID#, funding data, etc.), fiscal documentation, related correspondence and similar documents.	Six (6) federal fiscal years from the end of the six year scholarship awarding cycle.	This record series contains confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	20 USC section 1070a et seq., 34 CFR Part 694, 20 USC section 1232g, 34 CFR Part 99, NRS 392.029, NRS 11.190 (1)(b), NAC 239.165	None.

GEAR UP Scholarship Student Eligibility Records **LRDA # 20071742**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document the students eligible for receiving scholarships under the GEAR UP program and any funding that is distributed. Data includes but is not limited to student data (including, name, student ID#, birth date, ethnicity, gender, grade level, status data, GPA, contact information, etc.), participating unit data, fiscal data and similar data.	Update and correct the data as necessary, retaining these records for a period of six (6) federal fiscal years from the end of the six year scholarship awarding cycle.	Destroy this confidential data in a secure manner that will prevent reconstruction of the information.	20 USC section 1070a et seq., 34 CFR Part 694, NAC 239.165	None.

Gun-Free Schools Act Records **LRDA # 20071664**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents compliance with the Gun-Free Schools Act and may contain but is not limited to annual compliance reports, assurances, copy of referral policy, incident reports, expulsion modification reports, related forms, correspondence and similar documents.	Five (5) calendar years after annual report is submitted to the Department of Education.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	20 USC section 7151, 18 USC section 921, Public Law 107-110 Title IV Subpart 3 Section 4141, NRS 392.466 (2)	Review for historical value.

Health Inventory **LRDA # 20071112**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of forms and supporting documents used to document a pupil's general health and any special health related needs of the pupil.	Six (6) calendar years from the receipt of the form.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	45 CFR 164.502, 45 CFR 164.530, NAC 239.165 (1)(2)	None.

Kindergarten Entry Assessment **LRDA # 20071134**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is often used as an early intervention tool to measure behavior and to determine the developmental age of pupil's entering kindergarten.	Six (6) school years from the date of assessment.	This record series contains confidential and/or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	34 CFR 99.32, NRS 392.029, NAC 392.350, NAC 239.165 (1)(2)	The six year retention period allows the results to be available to teachers, parents and administrators during the pupil's elementary years.

Notice of Intent to Homeschool Form **LRDA # 20181986**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of a completed Notice of Intent to Homeschool Form, a statement of the educational plan for the child, and a copy of the written acknowledgement provided to the parent which clearly indicates that the parent has provided the notice required by law and that the child is being homeschooled.	Retain for a minimum period of fifteen (15) calendar years from the date of the written acknowledgment.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 392.070, NRS 388D.010 to NRS 388D.070, NAC 239.165	Upon receipt of a Notice of Intent to Homeschool that complies with NRS 392.070, the school district shall provide to the parent who filed the notice a writtenacknowledgement which clearly indicates that the parent has provided the notice required by law and that the child is being homeschooled. The written acknowledgment shall be deemed proof of compliance with Nevada’s compulsory attendance law and the school district shall retain a copy of the writtenacknowledgement for not less than 15 years.

Occupational Injuries and Illnesses **LRDA # 20071117**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the activities of schools and/or school districts in administering federal and state requirements for Occupational Safety and Health. The files may contain but are not limited to various OSHA forms and reports, instructional booklets, announcements and notices, instructional form letters, memos, logs, summaries, correspondence, and related documents.	Five (5) calendar years from the end of the calendar year to which they pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1904.33, 29 CFR 1904.29, NAC 239.165 (1)(2)	None.

Out-of-School-Time Program Records **LRDA # 20121867**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the registration and attendance of participants in local government sponsored out-of-school-time programs. This series may contain but is not limited to permits from regulatory agencies, registration/enrollment forms or cards, class or activity rosters, sign- in/sign-out sheets, and related documents. Information usually includes name, address, phone number, date of birth, pertinent medical information, signature of parent or guardian, name, dates, and times of class or activity, fee paid, inspection reports, correspondence and similar documents.	Retain inspection reports and permits for a minimum period of three (3) calendar years from the expiration, denial, or revocation of the permit. Retain program files for a minimum period of six (6) calendar years from the end of the calendar year to which they pertain.	This record series contains confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 432A, NRS 432A.640, NRS 239.105, NRS 11.190 (1)(b), NRS 11.190 (3)(d), NAC 239.165	None.

Performance Evaluations of School Principals and Administrators **LRDA # 20071119**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the job performance of school principals and administrators and may contain but is not limited to a copy of performance standards, evaluation forms, copy of objective policy, employee response, transfer or reassignment records, appeal requests, hearing records, record of decision, supporting documentation, related correspondence and similar documents.	Three (3) calendar years from the end of the calendar year in which the individual terminated.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.40, NRS 391.700, NRS 391.705, NRS 391.710, NRS 391.715, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Promotion Lists (K-6) **LRDA # 20071120**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the promotion of pupil's to the next grade level.	Six (6) calendar years from the date of the list.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None

Psychological Evaluations of Pupils **LRDA # 20071121**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the results of psychological evaluations of pupil's and may contain but is not limited to, pupil's personal information, parental permission forms, evaluations, report of results, referrals, correspondence, and similar documents.	Six (6) calendar years after pupil graduates or would normally have graduated from high school.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	34 CFR 99.3, NRS 392.029, NAC 392.350, NAC 388.289, NAC 239.165 (1)(2)	None.

Pupil Release Records **LRDA # 20071651**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series usually consists of forms that stipulate who can/cannot pick up a child from school.	Three (3) calendar years from the date superseded.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 12.080, NRS 11.190 (3)(d), NRS 11.190 (4)(e), NAC 239.165 (1)(2)	None.

School Bus Driver's Records **LRDA # 20071139**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the qualifications of school bus drivers and may contain but is not limited to copy of drivers license, copy of DMV record, written test results, proof of training course completion, training course results, score on yearly written test, notice of restrictions, related correspondence and similar documents.	One (1) calendar year after termination.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 392.420 (2), NAC 239.165 (1)(2)	None.

School District Sponsored Charter Schools (Approved) **LRDA # 20071739**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to monitor the continued operation of charter schools sponsored by school districts and may contain but is not limited to application, written agreement, amended final approved application, monitoring / compliance / fiscal reports and supportive documentation, Witten notice of changes, related program correspondence and similar documentation.	Six (6) calendar years from the expiration, revocation or other closure of the charter school. Program correspondence may be purged from the files when no longer administratively useful.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	20 USC section 1232g, 34 CFR Part 99, NRS 392.029, NRS Chapter 388A, NAC Chapter 387, NAC 239.165	None.

School District Sponsored Charter Schools (Denied) **LRDA # 20071740**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents denied applications for charter schools requesting sponsorship by school districts and may contain but is not limited to application, written agreement, related program correspondence and similar documentation.	One (1) calendar year from the date of denial.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	20 USC section 1232g, 34 CFR Part 99, NRS 392.029, NRS Chapter 388A, NAC Chapter 387, NAC 239.165	None.

Special Education Records **LRDA # 20081766**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents special education services provided to disabled persons.Series may include but is not limited to application for benefits, psychological; medical; and educational evaluations, individualized educational program plans, release forms, behavioral evaluation reports, eligibility reports, reevaluation reports, contract summaries, intergovernmental agreements, parent/guardian agreements, exchange of information forms, related service requests, request for transportation reimbursements, invoices, written notice of intent to destroy records, written request to destroy records from parent/guardian, authorization for release of confidential information form, proof of mailings/advertising, memos, related correspondence, and similar documents. A person with a disability is eligible to receive special education benefits up to age 22.	Six (6) calendar years after individual no longer receives services. Parents may also request the destruction of this record series (See 34 CFR 300.624).	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	20 USC section 1232g (a)(b), 20 USC section 1232g(b)(4)(A), 34 CFR 300.610, 34 CFR 300.614, 34 CFR 300.624, 34 CFR 99.3, 34 CFR 99.32, NRS 392.029, NRS 395.001 to 395.090, NAC 395.010 to 395.160, NRS 11.190 (1)(a), NRS 11.190 (3)(d), NAC 239.165	34 CFR 300.624: The public agency must inform parents when personally identifiable information collected, maintained, or used under this part is no longer needed to provide educational services to the child. (b) The information must be destroyed at the request of the parents. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

Surplus Food Reports **LRDA # 20071143**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of surplus food reports. Report usually contains information on type of food, cooked or uncooked, date of spoilage, quantity, and date of disposition.	Three (3) fiscal years from the date of the report.	None	NRS 11.190 (3)(d)	None

Teachers and other Licensed Personnel: Evaluations **LRDA # 20071147**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the job performance of teachers and other licensed personnel and may contain but is not limited to a copy of performance standards, evaluation forms, copy of objective policy, employee response, transfer or reassignment records, appeal requests, hearing records, record of decision, supporting documentation, related correspondence and similar documents.	Three (3) calendar years from the end of the calendar year in which the individual terminated.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.40, NRS 391.680, NRS 391.685, NRS 391.690, NRS 391.695, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Teachers: Instructional Plans **LRDA # 20071145**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents teacher's instruction plans and may contain but is not limited to daily instructional plans, quarterly or semester plans, correspondence and related documentation.	Three (3) years after the school year in which the records were created.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	None	None

Teachers: Register of Pupils **LRDA # 20071151**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is a teachers true, full and correct register of all pupils attending a public school.	Three (3) school years from the school year to which the register pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 391.240, NRS 11.190 (3)(d)	None

Teachers: Request for Hearing on Suspension **LRDA # 20071149**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests for hearings on disciplinary actions which may lead to suspension, demotion, dismissal and refusal to reemploy.	Three (3) calendar years after the final disposition of the case.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	29 CFR 1602.40, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

U.S. Dept of Agriculture Commodity Reports **LRDA # 20071155**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of copies of reports submitted to the U.S. Dept of Agriculture in accordance with federal law. Reports may include but are not limited to financial status reports, monthly commodity supplemental food program reports, quarterly administrative financial status reports, program participant reports, racial/ethnic group participation reports, commodity inventory reports, receipt and distribution reports and similar reports	Three (3) fiscal years from the end of the fiscal year to which they pertain.	These types of reports are statistical in nature and should not contain personally identifying information.	7 CFR 247.29	Review for historical value.

Zone Exception, Requests for **LRDA # 20071157**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests of zone exceptions and may include but is not limited to exception request form, pupil information, request from parent, copy of district response, related correspondence and similar documents.	Until student graduation.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	34 CFR 99.3, NRS 205.4617, NAC 239.165 (1)(2)	None.

Social Services

Adoption Case Files **LRDA # 20071195**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer the activities concerning child custody cases involving adoption proceedings. This series may contain but is not limited to documentation on child protective services, law enforcement, child welfare services, court proceedings, adoption services and related correspondence.	Transfer to the State Division of Child and Family Services after the receipt of the adoption decree and verification of file content (checklist).	This record series contains confidential and restricted information.	NRS Chapter 127 and NAC Chapter 127.	None.

Adult Protective Services Case File **LRDA # 20071645**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of reports of adult abuse, neglect, or exploitation. This series may include but is not limited to complaint, intake data, reporter data, social/health assessments, source of report , victim data, suspect data, case findings, disposition, related correspondence and similar documents.	Three (3) calendar years from date of closure of the case.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 200.5091 to NRS 50995, NRS 422.2749, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Child Care Facilities Files **LRDA # 20071166**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the licensing and inspection of child care facilities and may contain but is not limited to applications, applicant personal information, copy of fingerprints, investigation reports, inspection reports, permits, copy of state and/or local regulations, liability insurance information, notifications, provisional licenses, licenses, renewal information, notice of violation, citations, appeals, hearing records, denial, suspension, revocation, or limitation of license information, background information, complaints, proof of payment of fees, related correspondence, and similar documents.	Retain records related to licensing for six (6) calendar years from the renewal, denial or revocation of the license, or the date of final action in the case. Retain inspection records for five (5) calendar years from the date facility is closed.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432A.190, NRS 239B.030, NAC 432A.190, NAC 432A.260, NAC 432A.200, NRS 11.190 (1)(b), NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Child Fatality or Near Fatality Public Disclosure Notices **LRDA # 20181968**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This records series consists of public disclosure notices of child fatalities and near fatalities as required by state law. Pursuant to NRS 432B.175, "data or information regarding the fatality or near fatality of a child who is the subject of a report of abuse or neglect, must be made available to any member of the general public upon request." (See NRS 432B.175 (1) for additional details)	Three (3) calendar years from the date of the disclosure.	The Disclosure Notices are available to the general public upon request per NRS 432B.175 (1) and should not contain confidential or sensitive information and may be destroyed in a non-secure manner such as deleting or recycling.	NRS 432B.175, NRS 432B.044, NRS 11.190 (1)(a)(d), NRS 11.190 (4)(e)	NRS 432B.175 (2) An agency which provides child welfare services shall not disclose the following data or information pursuant to subsection1: (a) Except as otherwise provided in NRS 432B.290, data or information concerning the identity of the person responsible for reporting the abuse or neglect of the child to a public agency; (b) The name of the child who suffered a near fatality or the name of any member of the family or other person who lives in the household of the child who suffered the fatality or near fatality; (c) A privileged communication between an attorney and client; and (d) Information that may undermine a criminal investigation or pending criminal prosecution.

Child Welfare Services - Child Fatality **LRDA # 20071636**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents cases where a child died. These files contain documentation in providing services, including protective custody, for neglected and abused children. The files show identifying data on child, source of referral, reason for referral, social work activity and family assessment. The files may consist of but are not limited to initial complaint, referral, reporting forms (including alleged perpetrator and possible witnesses), investigation documents, copies of court records, notification of parent documents, administrative appeal documentation, summaries of contacts, case plan, criteria for closure, documentation of services provided, psychological & psychiatric and developmental reports, copies of school records, copies of health care provider records, copies of mental health records and offensive specific reports. The files may also contain a copy of the death certificate and associated documents.	Fifty (50) calendar years from the close of the case or last action in the file.	This record series contains confidential and restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432B.280 to NRS 432B.290, NAC 239.165 (1)(2)	None.

Child Welfare Services - Medical Assessment **LRDA # 20071716**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents medical assessments of neglected, abused or delinquent children. This series may include but is not limited to identifying data on child, referral information, social work activity reports, family assessment, initial complaint, reporting forms (including alleged perpetrator and possible witnesses), investigation documents, copies of court records, notification of parent documents, summaries of contacts, case plan, child's medical history, physical examination reports, medical assessment, consent forms, photographs, related correspondence, criteria for closure and documentation of services provided.	Retain records which have evidence of sexual abuse for a period of ten (10) calendar years from the eighteenth birthday of the child named in the case. Retain records which do not have evidence of sexual abuse for a period of five (5) calendar years from the close of the case.	This record series contains confidential and/or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.215, NRS 629.051, NRS 432B.280, NRS 432B.290, NAC 239.165 (1)(2)	None.

Social Services

Child Welfare Services - Sexual abuse cases and/or cases that have been referred to a District Attorney for criminal prosecution **LRDA # 20071433**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document and administer case files which have been referred to a District Attorney for criminal prosecution or documents sexual abuse. This series may include but is not limited to identifying data on child, source of referral, reason for referral, social work activity, family assessment, initial complaint, referrals, reporting forms (including alleged perpetrator and possible witnesses), clinical assessments, temporary Medicaid certificates, investigation documents, copies of court records, notification of parent documents, administrative appeal documentation, summaries of contacts, case plan, criteria for closure, documentation of services provided and history files.	Fifty (50) calendar years from the close of the case.	This record series contains confidential [NRS 432B.280] and sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432B.380, NRS 11.215, NAC 239.165 (1)(2)	None.

Child Welfare Services- Clinical Assessment **LRDA # 20071430**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series provides current and continuous documentation in providing services for neglected, abused or delinquent children. This series may include but is not limited to identifying data on child, source of referral, reason for referral, social work activity, family assessment, initial complaint, reporting forms (including alleged perpetrator and possible witnesses), investigation documents, copies of court records, notification of parent documents, summaries of contacts, case plan, criteria for closure and documentation of services provided. The clinical assessment records may include, but are not limited to, psychological, psychiatric and developmental reports; copies of school records, copies of mental health treatment records and offense specific reports.	Retain records which have evidence of sexual abuse for a period of ten (10) calendar years from the eighteenth birthday of the child named in the case. Records which do not have evidence of sexual abuse must be retained for a period of five (5) calendar years from the close of the case.	This record series contains confidential [NRS 432B.280] and sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.215, NRS 629.051, NRS 432B.280, NRS 432B.290, NAC 239.165 (1)(2)	None.

Social Services

Child Welfare Services- No Court Case Filed **LRDA # 20071431**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents child welfare cases other than sexual abuse and child fatality cases. This series may include but is not limited to identifying data on child, source of referral, reason for referral, social work activity, family assessment, initial complaint, reporting forms (including alleged perpetrator and possible witnesses), clinical assessments, investigation documents, notification of parent documents, administrative appeal documentation, summaries of contacts, case plan, criteria for closure, documentation of services provided and history files.	Three (3) calendar years from the close of the case.	This record series contains confidential [NRS 432B.280] and sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432B.320, NRS 432B.370, NRS 432B.360, NRS 432B.340, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Child Welfare Services-Court Case Filed **LRDA # 20071432**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents child welfare cases other than sexual abuse and child fatality cases. This series may include but is not limited to identifying data on child, source of referral, reason for referral, social work activity, family assessment, initial complaint, referrals, reporting forms (including alleged perpetrator and possible witnesses), clinical assessments, temporary Medicaid certificates, investigation documents, copies of court records, defendant response, notification of parent documents, administrative appeal documentation, summaries of contacts, case plan, criteria for closure, documentation of services provided and history files.	Six (6) calendar years from the close of the case.	This record series contains confidential [NRS 432B.280] and sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432B.390, NRS 11.190 (1), NAC 239.165 (1)(2)	None.

Social Services

Client Case Files - Economic Assistance **LRDA # 20071647**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of case files for clients applying for and/or receiving economic assistance from a city or county social services agency. Services often include assessment of the client's needs, evaluation of the client's ability to meet his/her needs, crisis intervention, home evaluations, follow-up services, and referrals to other programs and community resources. This series usually includes applications for assistance or services, eligibility forms, client personal information, disclosure of information forms, interviews, social histories, verifications of financial status, change of status forms, certifications, authorizations, referrals, dispositions, logs or registers, fiscal reports, related forms, correspondence and similar documents.	Three (3) fiscal years from date case is closed.	This record series contains confidential and/or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	2 CFR 200.333, NRS 11.190 (3)(d), NRS 49.251 to 49.254, NAC 641B.210, NAC 239.165 (1)(2)	None.

Client Case Files - Social Services **LRDA # 20071164**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of case files for clients applying for and/or receiving assistance from a city or county social services agency. Services often include assessment of the client's needs, evaluation of the client's ability to meet his/her needs, crisis intervention, home evaluations, follow-up services, and referrals to other programs and community resources. This series may include but is not limited to applications for assistance or services, eligibility forms, requests for information, client personal information, interview reports, case histories, family histories, court orders, disclosure of information forms, copies of medical reports, certifications, authorizations, referrals, dispositions, case worker logs or registers, summary reports, related forms, notes, memorandums, correspondence, and similar documents.	Retain until the individual attains the age of 23, or 10 (ten) calendar years from the date of receipt or production of the record, whichever is later.	This record series contains confidential and/or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 49.251 to 49.254, NRS 629.031, NRS 629.051, NAC 641B.210, NAC.641B.200 (16), NAC 239.165 (1)(2)	None.

Clients' Appointment Slips **LRDA # 20071168**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents a clients appointment date, time, and type of service.	Ninety (90) days from date of appointment	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 239.165 (1)(2)	None.

Complaints, Unlicensed Child Care Facilities **LRDA # 20071171**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents complaints against unlicensed child care facilities and may contain but is not limited to name, address, and phone number of person making complaint, description of complaint, name of person responding to complaint, report of unannounced visit, resolution of complaint, correspondence and related records.	Three (3) calendar years after response or resolution.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432A.210, NRS 432A .220, NRS 11.190 (3), NAC 239.165 (1)(2)	None.

Denied Adoption Files **LRDA # 20071434**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the adoption files that were investigated and denied in accordance with NRS Chapter 127. This series may include but is not limited to adoption application, references, law enforcement forms and history, FBI fingerprint investigation results, Nevada Criminal History Repository inquire results, home study evaluations and reports, initial licensing study, training records and certificates, health forms, home inspection forms, approval and waivers, complaint log, case narrative, related correspondence and similar documents.	Three (3) calendar years from the end of the calendar year in which the case was closed (date of denial and/or court decision to deny adoption).	This record series contains confidential [NRS 127.130 to 127.140] and sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 127, NRS 432.035, NAC 239.165 (1)(2)	None.

Social Services

Eligibility Files **LRDA # 20071714**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series administers, documents and controls the determination of eligibility and payment of benefits of Foster Care and Child Care programs. The files may contain but are not limited to eligibility documentation and forms, budget worksheets, approval notices, applications, referrals, copies of medical/psychological assessments, Medicaid forms, inventories and assessments, related correspondence and similar documents.	Three (3) fiscal years from the fiscal year to which it pertains.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	2 CFR 200.333, NRS 11.190(3)(d), NRS 422.290, NAC 239.165 (1)(2)	None.

Family Preservation Case File - Not Sexually Abused **LRDA # 20081750**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series provides current and continuous documentation in providing services for neglected, abused or delinquent children where there is no evidence of sexual abuse. The files show identifying data on child, source of referral, reason for referral, social work activity and family assessment. The files may consist of but are not limited to initial complaint, referral, reporting forms (including alleged perpetrator and possible witnesses), investigation documents, copies of court records, notification of parent documents, summaries of contacts, case plan, criteria for closure and documentation of services provided. This series may also contain records of mental health treatment, status of offenders and delinquency documents.	Three (3) calendar years from the close of the case.	This record series contains confidential and restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432B.280 to NRS 432B.290, NAC 239.165 (1)(2)	None.

Family Preservation Case File - Sexually Abused **LRDA # 20081751**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series provides current and continuous documentation in providing services for neglected, abused or delinquent children where there is evidence of sexual abuse. The files show identifying data on child, source of referral, reason for referral, social work activity and family assessment. The files may consist of but are not limited to initial complaint, referral, reporting forms (including alleged perpetrator and possible witnesses), investigation documents, copies of court records, notification of parent documents, summaries of contacts, case plan, criteria for closure and documentation of services provided. This series may also contain records of mental health treatment, status of offenders and delinquency documents.	Fifty (50) calendar years from the close of the case.	This record series contains confidential and restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 432B.280 to NRS 432B.290, NAC 239.165 (1)(2)	None.

Family Preservation Program Recipient Files **LRDA # 20101832**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These files are established when a profoundly mentally disabled person is being cared for by a relative and that relative is receiving financial assistance for the care of that person. This record series may include but is not limited to determination forms, treatment plans, treatment status reports, income documentation, change of address forms, change of income forms, annual redetermination of benefits, related correspondence, and similar documents.	Three (3) calendar years from the date the file is closed.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 433A.360, NRS Chapter 422A, NAC 239.165	None.

Foster Care Licensing Files **LRDA # 20071435**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to administer and document individuals / families licensed to provide foster care and provides historical documentation of the performance of licensed foster parents. This series may include but is not limited to license application, extensive background histories, home study reports, proof of training, copies of licenses, case notes, waivers and approvals, Child Protective Services reports, licensing complaints, home inspection forms, pet inoculation documentation, law enforcement checks, FBI fingerprint checks, child abuse and neglect system checks, code checks, health records, references, forms, correspondence and related documents.	Sixteen (16) calendar years from the date of the expiration, suspension or revocation of the license.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS Chapter 424, NAC Chapter 424, NAC 239.165 (1)(2)	None.

Homemaker Program: Client Case Files **LRDA # 20071642**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the administration and care given through Homemaker Programs. The files may contain but are not limited to case narrative, homemaker service agreements, homemaker service assignment reports, service data sheets, social services notice of decision, social services application, authorizations, case reporting forms, social/health assessments, liability releases, adult protective services reports, income verifications, payment authorization requests, notes and memos, related correspondence and similar documents.	Three (3) calendar years from date of closure of the case.	This record series contains confidential information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 422.290, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Homemaker Program: Provider List **LRDA # 20071643**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of a computer generated list of providers of homemaker services and personal care aides. It usually includes provider name, begin and close dates, address, provider type and number.	One (1) fiscal year from the date of the list.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 422.290, NAC 239.165 (1)(2)	None.

Homemaker Program: Time Sheets **LRDA # 20071644**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of information copies of time sheets of homemakers and personal care aids. The sheets are monitored for time and mileage.	Three (3) fiscal years from the fiscal year to which they pertain.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	42 USC section 405 (c)(2)(C)(viii), NRS 205.4617, 2 CFR 200.333, NRS 422.290, NRS 11.190(3)(d), NAC 239.165 (1)(2)	None.

Hospital Bills Accepted for Payment **LRDA # 20071178**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the cost for services provided to indigent or low income individuals and may contain but is not limited to information on individual receiving services, type of care provided, bills for hospital charges, physicians charges, ambulance charges and charges from other medical providers, bill payment information, related correspondence, and similar documents.	Three (3) fiscal years from the date of last service.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 239.165 (1)(2)	None.

Incentive Payments **LRDA # 20181969**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents incentive payments received from the State of Nevada-Division of Child and Family Services. Records may include but are not limited to application for incentive payment outlining needs; goals and objectives, notification of approval or non-approval, achievement estimates, progress reports, achievement percentage reports, award financial records, related correspondence, and similar records.	Three (3) fiscal years from the submission of the achievement percentage report to the State of Nevada-Division of Child and Family Services.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 432B.2165 to NRS 432B.218, NRS 11.190 (3)(d), NAC 239.165	None

Subsidized Transportation Program Records **LRDA # 20071646**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents transportation assistance provided to program participants and may contain but is not limited to applications, registrant information, social/health assessments, determinations, income information, coupons or tokens, redemption reports, invoices, forms, program administrative documentation, related correspondence and similar documents.	Three (3) fiscal years from the end of the fiscal year to which the records pertain.	This record series may contain confidential or sensitive information and must be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 427A.070, NRS 422.290, NRS 11.190 (3)(d), NAC 239.165 (1)(2)	Review for historical value.

Utilities Owned by a Local Government

Agreement/Application for Service Files **LRDA # 20071197**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents utility service agreements and may include but is not limited to application for service, customer service agreement, deposit information, credit information, related correspondence, and similar documents.	Six (6) fiscal years after the fiscal year in which the last transaction, charge, credit, or payment occurs under the contract/ agreement.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	18 CFR 125.3 (29), NRS 11.190 (1)(b), NAC 704.326, NRS 205.4617, NAC 239.165 (1)(2)	If there is no direct documentation of the final transaction in the file, it may be assumed that it was made within one (1) fiscal year of a filed notice ofcompletion/termination/expiration.

Annual Reports **LRDA # 20071196**

Description	Minimum Retention Period	Disposition	Legal Citations	References
These types of reports document the primary activities and accomplishments of local government owned utilities for the previous year and are often compiled from monthly, quarterly or other activity reports. This series may include but is not limited to statistics, narratives, graphs, diagrams, tabulations, correspondence and similar documents. Report information often includes customer payment performance; usage of gas or electric energy for each billing period; billing amount for each billing period; the number and general description of written complaints filed with the utility; the number of terminations and reconnections of service; and the number of deposits which have been collected and returned.	Five (5) calendar years if report is sent to a federal and/or state agency; if not retain permanently.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	18 CFR 125.3 (41), NAC 704.320	None

Customer Deposits, Records of **LRDA # 20071199**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents customer payment of a security deposit to receive utility services. Information usually includes date, amount of deposit, customer's name, address, and account number, date account closed , refund date, amount of deposit confiscated, reason for confiscation, and similar data.	Three (3) fiscal years after refund or last action.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NAC 704.328 (6), NRS 205.4617, NAC 239.165 (1)(2)	None.

Utilities Owned by a Local Government

Customer Histories **LRDA # 20071200**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the account history of utility customers. This series may include but is not limited to information (name, address, account number, etc.) necessary to provide and bill for services, payment histories, service complaints, termination of service reports, resumption of service reports, related correspondence and similar documents.	Retain the records of a customer's open account for a minimum period of three (3) fiscal years from the end of the fiscal year to which the records pertain. Retain the records of closed customer accounts for a minimum period of three (3) fiscal years from the close of the account.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 704.320, NRS 11.190 (3)(d), NRS 205.4617, NAC 239.165 (1)(2)	None.

Delinquent Accounts **LRDA # 20071201**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the actual or threatened disconnection or discontinuance of utility service to a customer for non-payment or violation of terms of service. This series may include but is not limited to termination notices, deferred payment agreements, financial hardship reports, energy assistance records, service fee reports, related correspondence and similar documents.	One (1) fiscal year after disposition.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NAC 704.341 to NAC 704.342, NAC 704.346, NRS 205.4617, NAC 239.165 (1)(2)	None.

Energy Trading Records **LRDA # 20161921**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series is used to document the buying, selling and moving of bulk energy (electricity and natural gas) from where it is produced to where it is needed and may include but is not limited to trade deal sheets, deal confirmations, and trader voice recordings.	Six (6) calendar years after trade execution.	Portions of this record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	17 CFR 1.31, 17 CFR 23.203, NRS 11.190 (1)(b), NRS 704.7825	None.

Fraudulent Accounts **LRDA # 20181985**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of information on customers who opened fraudulent accounts by using another consumer's personally identifying information without their knowledge. Records may include but are not limited to fraud victim's information, initial contact records, complaint forms, police reports, sworn affidavits, proof of current utility service with dates of service, final resolution correspondence, and similar documents.	Retain the initial contact records/complaint and final resolution correspondence for a minimum period of Three (3) calendar years from the close of the fraudulent account. Retain other supporting documentation for a minimum period of thirty (30) days from the close of the fraudulent account.	This record series may contain confidential or sensitive information and should be destroyed in a secure manner that will prevent reconstruction of the information.	NRS 11.190 (3)(d), NRS 41.1345, NRS 205.450, NRS 205.4617, NRS 205.463, NRS 205.455, NAC 704.408, NAC 704.348, NAC 239.165	None.

Meter History Records **LRDA # 20071622**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents the maintenance and repair history of individual meters.	Life of meter.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NAC 704.343	None

Meter Readings **LRDA # 20071202**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of information collected from individual meters and is used to calculate utility bills. Information usually includes name of meter reader, meter reading, date read, customer name and address, account number, special instructions, billing code, dispute resolution records, final reading, reasons for turnoff, if meter was pulled or reinstalled and meter charges.	Three (3) fiscal years after the billing cycle to which the reading pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NRS 354.624	None

Utilities Owned by a Local Government

Meter Testing Reports **LRDA # 20071623**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series documents any test results to insure that individual meters are calibrated and functioning properly.	Three (3) calendar years after last test performed.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (3)(d), NAC 704.343	None

Rate Schedules **LRDA # 20071624**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of published rate sheets and schedules for utility service, including schedules suspended or superseded.	Six (6) fiscal years after published rate superseded or no longer used to charge for utility service.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	18 CFR 125.3 (30), NRS 11.190 (1)(b)	None

Utility Advertising **LRDA # 20071626**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains copies of advertisements by or for the utility company on behalf of itself or any associate company in newspapers, magazines, and other publications.	Two (2) fiscal years from the end of the fiscal year to which the record pertains.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	18 CFR 125.3 (42)	Review for historical value.

Utilities Owned by a Local Government

Utility Facilities **LRDA # 20071629**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of original or reproduction of engineering records, drawings, and other supporting data for proposed or as-constructed utility facilities. This series may contain but is not limited to maps, diagrams, profiles, photographs, field survey notes, plot plan, detail drawings, records of engineering studies, construction studies, construction reports, cost studies, copies of contracts or agreements, related correspondence and similar records.	Life of the facility plus an additional six (6) calendar years.	This record series may contain confidential or restricted information and must be destroyed in a secure manner that will prevent reconstruction of the information.	18 CFR 125.3 (16 to 24), NRS 11.190 (1)(b), NRS 239C.090, NRS 239C.210, NAC 239.165 (1)(2)	None.

Utility Forecast Reports **LRDA # 20071627**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series contains but is not limited to budgets and other forecasts (prepared for internal administrative or operating purposes) of estimated future income, receipts and expenditures in connection with financing, construction and operations, including acquisitions and disposals of properties or investments.	Three (3) fiscal years from the end of the fiscal year to which the report pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	18 CFR 125.3 (39)	Review for historical value.

Utility Ledger **LRDA # 20071628**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the details of financial transactions such as those related to receipts and expenditures on a daily, monthly, quarterly or similar basis. This record series may contain but is not limited to expenditure ledgers, encumbrance listings, warrant registers, cumulative voucher sheets, and related documents and reports. This record series may also be used to provide backup documentation to the General Ledger.	Ten (10) fiscal years from the end of the fiscal year to which the record pertains.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	18 CFR 125.3 (6)	None

Utilities Owned by a Local Government

Utility Revenue Summaries **LRDA # 20071625**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of summaries of monthly operating revenues according to classes of service. Includes summaries of forfeited discounts and penalties.	Five (5) fiscal years from the end of the fiscal year to which they pertain.	This record series should not contain confidential or restricted information and may be destroyed in a non-secure manner such as deleting or recycling.	18 CFR 125.3 (33)	Review for historical value.

Zoning

Administrative Adjustment Files **LRDA # 20071419**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the approval of minor adjustments (waivers) of up to 10% of the code standard. This series may include but is not limited to application, justification letter, deed, site plans, elevation, landscape plans, final approval letter, notice of final action, blue lines that have obtained approval / denial from a decision making body, related correspondence and similar documents.	Permanent.	None	None	None

Architectural Supervisions **LRDA # 20071207**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the architectural review of structures. This series may include but is not limited to application for architectural review, copies of deeds, site plans, elevations, landscape plans, staff reports, notice of final action, final approval letter, blue lines that have obtained approval / denial from a decision making body, related correspondence and similar documents.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.090, NRS 239C.210	None.

Board of Adjustment **LRDA # 20071209**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the official actions of Boards of Adjustment. This series may contain but is not limited to hearing documents, appeal documents, requests for variance, requests for interpretation, requests for exception, copies of maps and/or plans, examination documents, copies of staff reports, official decisions, minutes of meetings, applications, various forms, reports, supporting documentation, related correspondence and similar documents.	Permanent.	None	NRS 278.290, NRS 241.035	None

Boundary Line Adjustment Files **LRDA # 20071420**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents boundary line adjustments and may include but is not limited to application requesting to adjust property boundary line, deed, site plan, blue lines that have obtained approval/denial from a decision making body, related correspondence and similar documents.	Permanent.	None	None	None

Zoning

Conditional / Special Use Permits **LRDA # 20071421**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents conditional or special use permits and may include but is not limited to application requesting use of land for specific purpose, justification letter, deed, site plans, elevations, landscape plans, final approval letter, notice of final action, related correspondence and similar documents.	Permanent.	None	None	None

Environmental Impact Studies **LRDA # 20071257**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of records and reports documenting the environmental impact of projects proposed by local governments or reviewed by local government officials.	Permanent.	None	None	None

Maps of Parcels, Final Maps and Aerial Maps **LRDA # 20071211**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of maps showing zoning boundaries within the municipality. They usually show streets, property lines, zoning boundaries, and area classifications. These maps are used for reference purposes and are frequently updated.	Permanent.	This record series may contain confidential or restricted information.	NRS 239C.210	None.

Names of Streets and Changes of Street Names **LRDA # 20071213**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents street dedications, street closings, the assignment and alteration of street names, and similar records that provide official control of the naming and numbering of streets and roads.	Permanent.	None	None	None

Subdivisions **LRDA # 20071215**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents the subdivision of land and may include but is not limited to final maps, tentative maps, review files, inspection reports, copies of surveys, various studies and analysis, approvals, bond and fee documents, receipts, copies of documents from planning commission and governing body, transmittals, project correspondence, and related documents.	Permanent.	Portions of this series may contain confidential or restricted information.	NRS 278.320 to NRS 278.460	None.

Zoning

Temporary Use Permits **LRDA # 20071525**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents approvals or denials of temporary use permits to use land for a specific purpose not to exceed a specified number of days. This series may contain but is not limited to justification letters, copy of deeds, site plans, approval or denial letters, related correspondence, and similar documents.	If the permit is approved, retain this series for a minimum period of six (6) calendar years from the date the permit expires. If the permit is denied, retain this series for a minimum period of three (3) calendar years from the date of last action.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (1)(b), NRS 11.190 (3)(d)	None

Vacations **LRDA # 20071218**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests for vacation or abandonment of previously dedicated streets, alleys, public rights-of-way, or easements and may contain but is not limited to petitions, notifications, copies of tentative maps, hearing records, orders, conditions, proof of recording, titles, related correspondence, and similar documents.	Permanent.	None	NRS 278.480	None

Zoning Case Files **LRDA # 20071630**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series documents requests for initial zoning, rezoning, classification changes, special exemptions, use permits, variances, and similar actions. These files may include but are not limited to applications, petitions, plans, photographs, letters of intent, change requests, maps (aerial, parcel, tentative , final) surveys, staff reports, waivers, amendments, adjustments, restrictions, copies of ordinances and regulations, policy statements, compliance statements, appeals, final action records, certified mail receipts, related forms and reports, memorandum, correspondence, and similar documents.	Permanent.	Portions of this series may contain confidential or restricted information.	NRS 278.250	None.

Zoning

Zoning Violation Records **LRDA # 20071224**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of records relating to violations of local zoning ordinances and may contain but is not limited to photographs, on-site inspection notes, copies of ordinances, violation notices, orders to appear, correction notices, proof of correction, correspondence and related documents.	For violations retain two (2) calendar years after correction of violation. For alleged, but unfounded violations retain thirty (30) days after determination that zoning ordinances have not been violated.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	NRS 11.190 (4)(e)	None

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Fire Department Training Files	2007629	Fire and Rescue Department
Fire Hydrant Records	2007586	Fire and Rescue Department
Fire Investigation Records	2007597	Fire and Rescue Department
Fire Investigation Records - Juvenile Offenders (Arson)	2007594	Fire and Rescue Department

Record Series Title	LRDA#	Section Name
Fire Prevention Education Programs	20071475	Fire and Rescue Department
Fire Reports	2007600	Fire and Rescue Department
Fire Station and Facility Inspection Records	20121877	Fire and Rescue Department
Fire System Licensing Files	20071493	Fire and Rescue Department
Firearm \ Weapon Discharge Reports	2007883	Law Enforcement
Firearms: Qualification Records	2007817	Law Enforcement
Firearms: Registration and Inventory	2007816	Law Enforcement
Firefighter Medical Files	20071466	Fire and Rescue Department
Fitness For Duty Files	20071469	Personnel
Fixed Assets and Inventories	2007440	Financial Records
Fixture Records	20071601	Sanitation District
Fleet GPS Monitoring Reports	20101775	Administrative Records
Food Protection Manager Certification	20121840	Health Departments
Foster Care Licensing Files	20071435	Social Services
Franchise Agreements	2007277	City Clerk
Franchise Fees	20161923	Financial Records
Fraudulent Accounts	20181985	Utilities Owned by a Local Government
Fraudulent Check Diversion Program Files	20081754	Attorney
Fraudulent Checks	20071317	Financial Records
Friends of the Library Records	20071582	Public Libraries
Fuel Summary Reports	20071594	Public Works
Fugitives from Justice Case Files (Other Jurisdictions)	20081753	Attorney
Fund Transfer Records	20071520	Financial Records
Fundraising Records	2007147	Financial Records
Gaming and Room Tax Records: Duplicate (original filed by county)	2007477	Convention and Visitor Authorities
Gaming and Room Tax Records: Original (taxing authority)	2007476	Convention and Visitor Authorities
Garnishments	20071247	Personnel
GEAR UP Grant - Administrative Files	20071734	School Districts
GEAR UP Grant Records	20071741	School Districts
GEAR UP- Scholarship Payment Files	20071735	School Districts
GEAR UP Scholarship Student Eligibility Records	20071742	School Districts

Record Series Title	LRDA#	Section Name
General Ledger	20071033	Sanitation District
General Ledger	2007763	Improvement Districts and Boards
General Ledger	2007442	Financial Records
General Receiving /Fee Records	2007497	County Recorder
Generators of Hazardous Waste Records	20071704	Administrative Records
Geographic Information System (GIS) - Core Data	20121863	Information Technology
Gift and Donation Records	20071568	Administrative Records
Gift and Donation Records [Financial Records]	20071527	Financial Records
Gift Disclosures	20071658	Administrative Records
Grand Jury Reports	20071402	Attorney
Grant Records	2007060	Financial Records
Grants or Donations to Nonprofit Organizations	20161927	Financial Records
Grants: Federal Grants- Real Property and Equipment	2007716	Financial Records
Grants: Unsuccessful Loan/Grant Applications	20071248	Financial Records
Grievances: Case Files	2007311	Personnel
Grievances: Hearings	2007312	Personnel
Grievances: Record on Judicial Review	20071661	Personnel
Group Health and Life Insurance - Death Claims	20161930	Personnel
Group Health and Life Insurance - Employee Records	20161928	Personnel
Group Health and Life Insurance - Long Term Disability Records	20161929	Personnel
Group Health and Life Insurance Plans	2007314	Personnel
Guidelines Pertaining to the Civil Rights of Employees of and Participants in Cooperative Extension Programs	2007345	Cooperative Extension Programs
Gun-Free Schools Act Records	20071664	School Districts
Hazardous Material Incident Records	20071480	Fire and Rescue Department
Hazardous Material Reference Guide	2007581	Fire and Rescue Department
Hazardous Materials Storage Permit Files	20071482	Fire and Rescue Department
Health Information Disclosure Files	20071667	Hospitals
Health Inventory	20071112	School Districts
Health Protection Complaint Files	20121852	Health Departments
Health Protection Permit Files	20121853	Health Departments
Health Protection Temporary Permit Files	20121854	Health Departments

Record Series Title	LRDA#	Section Name
Help Desk Telephone Logs and Reports	20071362	Information Technology
Henry Files	20161939	Law Enforcement
Highway/Road Maintenance Schedules	2007980	Public Works
HIPAA Compliance Audits	20101806	Hospitals
History Files	2007033	Administrative Records
Homemaker Program: Client Case Files	20071642	Social Services
Homemaker Program: Provider List	20071643	Social Services
Homemaker Program: Time Sheets	20071644	Social Services
Hospital Bills Accepted for Payment	20071178	Social Services
Housekeeping Services Records	20181965	Hospitals
Housing Authorities Files	20071732	Financial Records
Immunization: Consents	2007667	Health Departments
Immunization: Statistics	2007668	Health Departments
Impound/Abandoned Vehicle Case Files	20071464	Law Enforcement
Improper Governmental Action Case Files	20181998	Attorney
In Memorial Records	20081752	Administrative Records
Incentive Payments	20181969	Social Services
Incident Records - Disasters and Emergencies	2007300	Emergency Management
Incident/Crime Files (Arrest Made)	20071731	Law Enforcement
Infection Control Records	20071578	Hospitals
Initiative or Referendum Petitions	20101797	Elections
Inquests	2007358	Coroner / Medical Examiner
Inspection Records	20071412	Building and Safety
Inspection Reports and Files	2007669	Health Departments
Inspection Reports, Fire Damage	2007192	Building and Safety
Inspections of Grounds and Buildings	2007721	Hospitals
Inspections of Mobile Home Parks	2007194	Building and Safety
Inspector’s Daily Logs	20071555	Building and Safety
Interlibrary Loan Requests	2007954	Public Libraries
Interlocal Contracts	20181979	Administrative Records
Internal Affairs Files	2007731	Law Enforcement

Record Series Title	LRDA#	Section Name
Internet Services Logs	20071365	Information Technology
Intersection Files and Records	20121872	Public Works
Interstate Compact (ICOJ) Files	20101812	Juvenile Probation
Interstate Identification Index (Triple III) Log	20071456	Law Enforcement
Inventories of Circuits	20071363	Information Technology
Inventories of Property	2007947	Public Administrator
Inventory of Hazardous Waste	2007670	Health Departments
Investigation Files	20101830	Law Enforcement
Investigations	2007224	Business Licenses and Permits
Investment Records	2007444	Financial Records
IRS Section 125 Records	20101833	Financial Records
ISDS (Individual Sewage Disposal Systems) - Commercial Files	20071438	Health Departments
ISDS (Individual Sewage Disposal Systems) - Residential Files	20071439	Health Departments
IT Access Control Policies and Procedures	20071724	Information Technology
IT Access Control Reviews and Audit Trails	20071728	Information Technology
IT Asset Inventory Files	20071720	Information Technology
IT Contingency Plan Tests	20071371	Information Technology
IT Contingency Plans	20071370	Information Technology
IT Employee Access Control and Security Awareness Files	20071725	Information Technology
IT Security Evaluations	0001368	Information Technology
IT Security Plans	20071723	Information Technology
IT Security Reviews, Reports and Logs	20071726	Information Technology
IT System User Master List	20071369	Information Technology
Jail Inspection Report or Log	20071503	Law Enforcement
Jails: Commissary and Kitchen Records	2007825	Law Enforcement
Jails: Incident Reports	2007827	Law Enforcement
Jails: Inmate Abandoned Property Report or Log	20071501	Law Enforcement
Jails: Inmate Activity Requests	20071500	Law Enforcement
Jails: Inmate Case Files	2007828	Law Enforcement
Jails: Inmate Funds, Records of	2007829	Law Enforcement
Jails: Inmate Grievances	20101834	Law Enforcement

Record Series Title	LRDA#	Section Name
Jails: Inmate Mail Log or Report	20071502	Law Enforcement
Jails: Inmate Medical Records – Youth	20181992	Law Enforcement
Jails: Inmate Medical Records-Adult	2007843	Law Enforcement
Jails: Inmate Work Program Records	2007833	Law Enforcement
Jails: Kitchen Inventory List	20071656	Law Enforcement
Jails: Register	2007830	Law Enforcement
Jails: Release Orders	2007831	Law Enforcement
Jails: Roster of Inmates	2007832	Law Enforcement
Jails: Suicide Threat \ Precaution Records	20071505	Law Enforcement
Jails: Video Recordings	20141886	Law Enforcement
Jails: Visitors Log	2007834	Law Enforcement
Job Advertisements	2007315	Personnel
Journal Entries	2007446	Financial Records
Jury Duty, Exemption Requests	2007620	Administrative Records
Juvenile Incident/Crime Reports	2007835	Law Enforcement
Juvenile Probation Case Files	2007783	Juvenile Probation
Juvenile Probation Case Files-Sexual Offender	2007784	Juvenile Probation
K-9 \ Horse Management Records	20071255	Law Enforcement
Key and Keycard Records	2007078	Administrative Records
Kindergarten Entry Assessment	20071134	School Districts
Lab Test Order Requisitions	20101802	Hospitals
Labor Prevailing Wage Violations	20121875	Purchasing
Laboratory - Chain of Custody Forms	20071617	Sanitation District
Laboratory - Preventive Maintenance Reports	20071616	Sanitation District
Laboratory Certifications	20071615	Sanitation District
Laboratory Equipment Repair and Maintenance Records	20071484	Coroner / Medical Examiner
Laboratory Services: Accessions of Specimens Records	20181953	Health Departments
Laboratory Services: Analytic Systems Records	20181954	Health Departments
Laboratory Services: Authorization or Request for Test Records	20181955	Health Departments
Laboratory Services: Logs, Worksheets, Instrument Printout Reports	20181948	Health Departments
Laboratory Services: Procedures, Protocols, Instrument Maintenance, Validations	20181951	Health Departments

Record Series Title	LRDA#	Section Name
Laboratory Services: Proficiency Test Reports	20181950	Health Departments
Laboratory Services: Quality Control and Quality Assurance Records	20181949	Health Departments
Laboratory Services: Slides, Cytology	20181960	Health Departments
Laboratory Services: Slides, Histopathology	20181961	Health Departments
Laboratory Services: Slides, Pathology Blocks	20181962	Health Departments
Laboratory Services: Test Reports	20181947	Health Departments
Laboratory Services: Test Reports - Pathology	20181952	Health Departments
Laboratory Services: Test Reports, Immunohematology	20181963	Health Departments
Landfill Records	20071595	Air Quality and Environmental Management
Law Enforcement Training Records	2007871	Law Enforcement
Leases	2007409	County Clerk
Leases	2007278	City Clerk
Legal Opinions	20071115	Administrative Records
Legislative Relations Records	2007034	Administrative Records
Library Reports	20071586	Public Libraries
Licenses, Business Background: Application	2007839	Law Enforcement
Licenses, Business Background: Suspensions and Revocations	2007840	Law Enforcement
Licenses, FCC: Station	2007838	Law Enforcement
LID Foreclosure Files	20141892	Improvement Districts and Boards
Liens and Releases	20071666	Financial Records
Liquor and Gaming Licenses	2007229	Business Licenses and Permits
List of Vendors from Whom Equipment and Products (supplies) are Purchased	2007294	Emergency Management
Lists of and Requests for Changes of Information	2007232	Business Licenses and Permits
Lists of Official Candidates	2007534	Elections
Lobbyist Forms	20071659	Administrative Records
Local Government Employee-Management Relations Board - Complaints	20181972	Personnel
Local Government Financial Emergency Files	20071746	Financial Records
Lost and Found Records	2007149	Animal Control
Mailings: Mailing and Distribution Lists	2007063	Administrative Records
Mailings: Records of Mailing	2007070	Administrative Records
Mailings: Undeliverable Mailings	2007071	Administrative Records

Record Series Title	LRDA#	Section Name
Maps	2007086	Assessors
Maps	2007770	Improvement Districts and Boards
Maps and Plans of Water Systems	2007648	Fire and Rescue Department
Maps of Parcels, Final Maps and Aerial Maps	20071211	Zoning
Maps, Fire Department	2007601	Fire and Rescue Department
Maps, Plans, and Drawings	2007983	Public Works
Marketing Records	20121842	Convention and Visitor Authorities
Marriage License Records (applications, receipts, etc.)	2007411	County Clerk
Master Files	20071333	Information Technology
Master List of Businesses Licensed	2007226	Business Licenses and Permits
Master Personnel File	2007321	Personnel
Master Plan	2007935	Planning Commissions / Districts
Master Plan and Amendments	2007984	Public Works
Maternal Child Health Program Files	20101828	Health Departments
Medical Information Indexes	2007718	Hospitals
Medical Records, Animal Control	20071452	Animal Control
Membership of Boards and Commissions	2007281	Administrative Records
Meter History Records	20071622	Utilities Owned by a Local Government
Meter Readings	20071202	Utilities Owned by a Local Government
Meter Testing Reports	20071623	Utilities Owned by a Local Government
Methadone Clinic Records	2007726	Hospitals
Microfilm Quality Control Records	20071359	Administrative Records
Missing Persons Bulletins	20071486	Coroner / Medical Examiner
Missing Persons Incident/Crime Report	20071511	Law Enforcement
Mission Statement	20071301	Administrative Records
Mistakes and Refunds	2007339	Constable
Mobile Audio-Visual Recordings	20071510	Law Enforcement
Mobile Data Computer Transmissions (MDC)	20071634	Law Enforcement
Money Received and Expended, Reports of	20071026	Regional Transportation Commission
Monthly Budget Status Reports	20071517	Financial Records
Monthly Report of Recorded Documents	2007331	County Recorder

Record Series Title	LRDA#	Section Name
Monthly Statement to Governing Body	2007096	Auditor
Moved Buildings	2007197	Building and Safety
Museum Records	20101776	Administrative Records
Mutual Aid Agreements	2007609	Fire and Rescue Department
Names of Streets and Changes of Street Names	20071213	Zoning
Naming of Local Government Buildings/Facilities Files	20141908	Administrative Records
Narrative Reports	20071561	Law Library
National Fire Incident Reporting System (NFIRS)	20071483	Fire and Rescue Department
National Pollution Discharge Elimination System Permits (NPDES)	20071620	Sanitation District
Navigational Facilities Maintenance and Operation Records	20071376	Airports
Network or Circuit Installation and Service Files	20071364	Information Technology
Nevada Acknowledgement of Ethical Standards for Public Officials	20141885	Administrative Records
Nevada CAPP/PTAH Files	200771612	Air Quality and Environmental Management
Noise Compatibility Planning Records	2007125	Airports
Notice of Intent to Homeschool Form	20181986	School Districts
Notices of Federal Tax Liens	2007516	County Recorder
Notices of Violations and Citations Issued	2007671	Health Departments
Notices to Airmen (NOTAM)	2007127	Airports
Notices to Renew License	2007233	Business Licenses and Permits
NRS 338.1444 Report	20081761	Financial Records
Oaths	20081768	Administrative Records
Occupational Injuries and Illnesses	20071117	School Districts
Occupational Safety: First Aid Records	20071325	Administrative Records
Occupational Safety: Hazard Communication Program	20071706	Administrative Records
Occupational Safety: Hazardous Material Safety File	2007064	Administrative Records
Occupational Safety: Occupational Noise Exposure Measurement Record	20121837	Administrative Records
Occupational Safety: OSHA Citation Postings	20101780	Administrative Records
Occupational Safety: OSHA Files	20071552	Administrative Records
Occupational Safety: OSHA Inspection and Violation Files	20101779	Administrative Records
Occupational Safety: OSHA Notices Postings	20101781	Administrative Records
Occupational Safety: Personal Protective Equipment (PPE) Records	20071711	Administrative Records

Record Series Title	LRDA#	Section Name
Occupational Safety: Records and Reports of Safety Committees	2007297	Administrative Records
Occupational Safety: Respirator Fit Test	20121838	Administrative Records
Occupational Safety: Respiratory Protection Program Records	20121839	Administrative Records
Occupational Safety: Workers' Compensation Claim Files - Insurer Copy	20071423	Administrative Records
Occupational Safety: Workers' Compensation Claims File - Agency Copy	20071424	Administrative Records
Office Files and Records - Life and Death Sentences	20101829	Public Defender
Office Files and Records of Adult Clients Represented	2007948	Public Defender
Office Files and Records of Juvenile Clients Represented	2007949	Public Defender
Official Returns	2007541	Elections
Open Meeting Law: Agendas - Annotated	20071638	Administrative Records
Open Meeting Law: Hearings - Notice of Public Hearing	2007010	Administrative Records
Open Meeting Law: Hearings - Records of Hearing	2007011	Administrative Records
Open Meeting Law: Legal Notices	20071717	Administrative Records
Open Meeting Law: Meeting Notification Lists	2007065	Administrative Records
Open Meeting Law: Minutes of all Boards, Commissions, Committees and Councils	2007107	Administrative Records
Open Meeting Law: Posting Requests Received from Public Bodies	20141894	Administrative Records
Open Meeting Law: Recordings of Meetings	2007109	Administrative Records
Open Meeting Law: Speaker/Comment Cards	20071640	Administrative Records
Open Meeting Law: Supplemental Material	20141907	Administrative Records
Operation and Maintenance Manuals	20071609	Sanitation District
Opinions	2007163	Attorney
Orders for Maintenance Work	2007672	Health Departments
Ordinances and Resolutions	20071676	Administrative Records
Organizational Charts	2007285	Administrative Records
Organizational Climate Studies	20141903	Personnel
Out of Business Files	2007227	Business Licenses and Permits
Outdoor Advertising Permits	2007416	County Clerk
Out-of-School-Time Program Records	20121867	School Districts
Oversight Inspections	20071611	Sanitation District
Paratransit Customer Complaints of Regulatory Noncompliance	20181957	Regional Transportation Commission
Paratransit Customer Records	20181956	Regional Transportation Commission

Record Series Title	LRDA#	Section Name
Paratransit Customer Service or Policy Complaints	20181958	Regional Transportation Commission
Park and Facility Inspection Records	20071579	Parks and Recreation
Park/Facility Inventories, Property and Equipment	2007917	Parks and Recreation
Parking Citations	20071461	Law Enforcement
Parking Meter Collection Records	20071463	Law Enforcement
Parking Permits, Employee	2007988	Administrative Records
Parking Positions for Aircraft	2007129	Airports
Parking: Fees for Permits	2007986	Public Works
Parking: Handicapped Permit Applications	2007987	Public Works
Passenger Facility Charges (PFC)	2007130	Airports
Passport Transmittals	20101773	Administrative Records
Patient Accounts	2007722	Hospitals
Patient Laboratory Test Records - Anatomic Pathology	20101801	Hospitals
Patient Medical Records - Adult	2007725	Hospitals
Patient Medical Records - Adult	20121851	Health Departments
Patient Medical Records - Youth	20181989	Health Departments
Patient Medical Records - Youth	20181990	Hospitals
Patient Safety Records	20181966	Hospitals
Patient Transport System Records	20101800	Hospitals
Pawn Shop Records	2007848	Law Enforcement
Pay Resolutions for Management and Classified Employees	2007318	Personnel
Payment Card Industry (PCI) – Cardholder Data	20181988	Financial Records
Payment Card Industry (PCI)-Audit Logs	20181975	Financial Records
Payment Card Industry (PCI)-Sensitive Authentication Data	20181973	Financial Records
Payroll Administrative Reports	2007452	Financial Records
Payroll Deduction Documents	20071686	Financial Records
Payroll Files	2007449	Financial Records
Payroll Maintenance Reports	20071687	Financial Records
Payroll Registers or Reports	2007451	Financial Records
Payroll Reports / Printouts (office copies)	2007066	Financial Records
Peace Officer Disciplinary Action Records	2007892	Law Enforcement

Record Series Title	LRDA#	Section Name
Performance Audits by External Agencies (Non-Financial)	20121835	Administrative Records
Performance Bonds	2007198	Building and Safety
Performance Evaluations of School Principals and Administrators	20071119	School Districts
Permission to Use Municipal Logo	20141906	Administrative Records
Permit Files	20071481	Fire and Rescue Department
Permit Files-Stationary Source	20101787	Air Quality and Environmental Management
Permits - Application File	20071570	Building and Safety
Permits - Cancelled Permits	20071571	Building and Safety
Permits - Design and Construction File, Commercial or Public Structures	20071572	Building and Safety
Permits - Design and Construction File, Residential Structures	20071573	Building and Safety
Permits - Narcotics	2007728	Hospitals
Permits Issued for Park or Facility Use	2007919	Parks and Recreation
Permits to Work in the Public Right of Way	20121873	Public Works
Permits, Industrial Waste Discharge	2007989	Public Works
Personal Information Security Breach Notification Records	20161926	Administrative Records
Personnel Files - Temporary and Seasonal Employees	20071297	Personnel
Pet Impound Records	2007142	Animal Control
Petition Sign-Up Site Listing	20121849	County Clerk
Petition Sign-Up Site Records	20121848	Elections
Petitions Submitted to Governing Body (Not Election Related)	20101834	Administrative Records
Petitions, Failed Initiatives	2007417	County Clerk
Pharmacy: Adverse Drug Reaction Report to FDA	2007729	Hospitals
Pharmacy: Theft / Loss of Controlled Substances, Reports to Drug Enforcement Administration	2007734	Hospitals
Pharmacy: Controlled Substance Inventory and Issue File	2007730	Hospitals
Pharmacy: Inspection Reports	2007732	Hospitals
Pharmacy: Narcotics Destruction Forms	2007731	Hospitals
Pharmacy: Repackaging of Medications Log	2007733	Hospitals
Photo Identification Records	20071287	Personnel
Photo Release Forms	20121846	Administrative Records
Photographs, Law Enforcement	20071506	Law Enforcement
Physician On-Call Schedules	20101825	Hospitals

Record Series Title	LRDA#	Section Name
Physician Privileges	20101803	Hospitals
Planning Files (proposed streets, highways or transportation systems)	20071027	Regional Transportation Commission
Plans for Capital Improvement (Rejected, Withdrawn, or Administratively Stopped)	20181983	Public Works
Plans for Commercial and Public Structures	2007205	Building and Safety
Plans for Recovery from Disasters	2007295	Emergency Management
Plans for Residential Structures	2007206	Building and Safety
Plans for the Security of Ballots	20071545	Elections
Plans: Checkers, Records of Persons Reviewing Plans and Blueprints	2007203	Building and Safety
Plant Maintenance Records	20071042	Sanitation District
Plot Plans	2007207	Building and Safety
Police Officer Medical Files	20071465	Law Enforcement
Policies and Procedures	2007735	Hospitals
Polygraph Examinations	2007851	Law Enforcement
Pools and Spa Files	20071440	Health Departments
Position Description Records	20071284	Personnel
Position Reports	2007323	Personnel
POST Course Certification Documentation	20141884	Law Enforcement
Postal/Freight Records	20071532	Financial Records
Precinct Maps	2007537	Elections
Pre-Fire Planning Reports	2007635	Fire and Rescue Department
Pre-Prosecution Diversion Program Files	20071399	Attorney
Presentation Materials	20101831	Administrative Records
Press Kits	20071562	Convention and Visitor Authorities
Press/Media Releases	20070853	Administrative Records
Procedure Plans for Observers of Elections	20071543	Elections
Proceedings of the Board of Trustees (records)	2007772	Improvement Districts and Boards
Processes, Civil Cases	2007852	Law Enforcement
Proclamations	2007013	Administrative Records
Procurement and Credit Card Records	20071310	Financial Records
Product Recall Records	20101825	Purchasing
Production Job Submittal Log	20071322	Information Technology

Record Series Title	LRDA#	Section Name
Program Registration Records	20071584	Public Libraries
Program Reports	2007674	Health Departments
Programs: Accidents Occurring During a Program Which Result in Personal Injury or Death	2007920	Parks and Recreation
Programs: Descriptions of Programs	2007921	Parks and Recreation
Programs: Participant Registration and Attendance Records	2007922	Parks and Recreation
Programs: Payment Records, Participants	2007923	Parks and Recreation
Programs: Senior Citizens' Program Records	2007925	Parks and Recreation
Project Files - Construction	20071023	Regional Transportation Commission
Project Files - External Agency / Developer	2007995	Public Works
Project Files - Grants	20071028	Regional Transportation Commission
Project files for Construction	2007776	Improvement Districts and Boards
Project Ledgers	2007453	Financial Records
Project Review Files	20071029	Regional Transportation Commission
Projects, Reports of Expenditures	2007992	Public Works
Promotion Lists (K-6)	20071120	School Districts
Property Acquisition Records	2007970	Public Works
Property Acquisition Records	20071597	Regional Transportation Commission
Property and Equipment Inventory	2007014	Financial Records
Property and Equipment, Records and Inventories (office copies)	2007067	Administrative Records
Property Management: Building Protection Systems Records-Agency Copy	20081755	Administrative Records
Property Management: Burglary and/or Vandalism, Reports of	20071710	Administrative Records
Property Management: Pest Control (Extermination) Records	20071747	Administrative Records
Property Management: Security Camera Recordings	20071749	Administrative Records
Property Management: Security Records	20071279	Administrative Records
Property Tax Abatement Records	20181976	Assessors
Proposed Expenditures	2007419	County Clerk
Proposed Expenditures	2007287	City Clerk
Proposed Legislation Records	2007039	Administrative Records
Protective Order Log	20141889	Law Enforcement
Psychiatric Reports, Records and Case Histories	2007736	Hospitals
Psychological Evaluations of Pupils	20071127	School Districts

Record Series Title	LRDA#	Section Name
Public Records Requests	20101782	Administrative Records
Public Water System Plan Review Files	20071436	Health Departments
Public Works Project Files	2007991	Public Works
Pupil Release Records	20071651	School Districts
Purchase, Sale or Transfer of Real Property Files	20101777	Administrative Records
Quality Assurance Recordings	20121847	Administrative Records
Quality Assurance Review Audits and Reports	20071256	Administrative Records
Rabies Vaccination Certificate Records	20071380	Animal Control
Radio and Car Logs	20071633	Law Enforcement
Radio Frequencies	2007638	Fire and Rescue Department
Radioisotopes - Receipt, Transfer, Use, Storage, Delivery, Disposal and Reports of Overexposure	2007737	Hospitals
Radiological Film Badge Reports	20101807	Hospitals
Rate Schedules	20071624	Utilities Owned by a Local Government
Ratio Studies	20071315	Assessors
Reapportionments	2007777	Improvement Districts and Boards
Reasonable Accommodation Records	20071470	Personnel
Recall of Public Officers	20101827	Elections
Receipts for Collection of Taxes on Lodging, Liquor and Gaming	2007234	Business Licenses and Permits
Receipts for Criminal Reports	2007165	Attorney
Receipts for Payment of Personal Property Tax	2007088	Assessors
Receipts, All Monies Received	2007454	Financial Records
Receiving Reports	20071302	Purchasing
Reclaimed Water Permits	20071614	Sanitation District
Record of Evictions	2007336	Constable
Record of Notices of Eviction	2007337	Constable
Record Sealing Petition Case Files	20181997	Attorney
Recorded Documents	2007517	County Recorder
Records Destruction Certificate	2007069	Administrative Records
Records Dissemination Log	2007859	Law Enforcement
Records of Accident Insurance Provided to Participants in Special Programs	2007351	Cooperative Extension Programs
Records of Actions Taken Against Commission or District	2007332	Planning Commissions / Districts

Record Series Title	LRDA#	Section Name
Records of Convicted Person Registration	2007861	Law Enforcement
Records of Election Board Officers	2007544	Elections
Records of Emergency Training Exercises	2007296	Emergency Management
Records of Equipment Inventories	2007298	Emergency Management
Records of Formal Negotiations	2007012	Administrative Records
Records of Gross Receipts Reported by Gaming Establishments	2007235	Business Licenses and Permits
Records of Mammograms and Related Documents	2007740	Hospitals
Records of Official Actions	2007939	Planning Commissions / Districts
Records of Persons Assigned to Work at Polling Places	2007545	Elections
Records of Public Hearings	2007940	Planning Commissions / Districts
Records Ordered Sealed by a Court	2007860	Law Enforcement
Records Relating to the Use, Storage and Disposition of Sodium Pentobarbital	2007144	Animal Control
Records Retention Schedule	2007073	Administrative Records
Recruitment Files	2007325	Personnel
Recruitment Files: Pre-Employment Medical Screenings	20071471	Personnel
Reference Request Records	2007958	Public Libraries
Refrigerant Usage Log	20071425	Public Works
Refund Records	20071316	Financial Records
Regional Plan	2007942	Planning Commissions / Districts
Register of Borrowers	2007898	Law Library
Register of Cases	2007359	Coroner / Medical Examiner
Report of Multiple Sale or Other Disposition of Pistols and Revolvers-ATF form 3310.4	20161944	Law Enforcement
Report of Oral Ratings	2007108	Civil Service
Reports from Public Utilities	2007943	Planning Commissions / Districts
Reports of Communicable Disease	2007744	Hospitals
Reports of Drills	20071491	Fire and Rescue Department
Reports of Hotels, Motels and Campgrounds	2007238	Business Licenses and Permits
Reports of Injured Animals	2007145	Animal Control
Reports Required by Law/Regulation	20141900	Administrative Records
Reports to Nevada Department of Taxation	20101793	Assessors
Request for Vital Record	20161325	Health Departments

Record Series Title	LRDA#	Section Name
Requests for Opinions	2007167	Attorney
Requisitions / Purchase Orders (office copies)	2007074	Administrative Records
Requisitions and Purchase Orders	2007371	Purchasing
Reservations	2007482	Convention and Visitor Authorities
Reservoir Inspections	20071603	Sanitation District
Residential Pool and Spa Files	20121870	Building and Safety
Resignations of Elective and Appointive Officials	2007290	Administrative Records
Resolutions	2007944	Planning Commissions / Districts
Resources and Expenditures, Quarterly Report	2007421	County Clerk
Responses, No Fire or Casualties	2007641	Fire and Rescue Department
Restricted Document Log (Homeland Security Act)	20071246	Administrative Records
Restructure Database Audit Report	2007337	Information Technology
Retirement and Deduction Reports - Public Employees Retirement System (PERS)	2007455	Personnel
Retrofitting Files	20071487	Fire and Rescue Department
Returned Checks, Files	2007521	Financial Records
Returns, Includes Records of Items Returned Through Interlibrary Loans	2007961	Public Libraries
Revenue Expenditure Reports	2007994	Public Works
Revenue Ledgers	2007456	Financial Records
Revenue Sharing Records	20071514	Financial Records
Revocation Files	2007341	Constable
Revolving Loan Account	20141911	Economic Development
Revolving Loans	20141909	Economic Development
Risk Management: Accident Reports	20071712	Administrative Records
Risk Management: Emergency Action Plan	20101783	Administrative Records
Risk Management: Insurance Policies	2007062	Administrative Records
Risk Management: Insurance: Claims	2007061	Administrative Records
Risk Management: Job Safety Analysis	20161936	Administrative Records
Risk Management: Liability Release Forms	20071672	Administrative Records
Risk Management: National Flood Insurance Program (CRS) Records	20141901	Administrative Records
Risk Management: Property Insurance Inspection Reports	20161931	Administrative Records
Risk Management: Red and Amber Light Permits	20101727	Administrative Records

Record Series Title	LRDA#	Section Name
Risk Management: Smog Inspections	20121882	Administrative Records
Risk Management: Vehicle Maintenance Records	2007079	Administrative Records
Risk Management: Vehicle Visual Inspections	20141897	Administrative Records
Room Tax Return Files	2007483	Financial Records
Rosters of Registered Voters and Poll Books	2007547	Elections
Route Files	20071596	Regional Transportation Commission
Rules for Transactions of Business	2007945	Planning Commissions / Districts
Ryan White Program Client Grievance Files	20121857	Health Departments
Salary Surveys	20071381	Personnel
Salary/Wage Schedules	20071382	Personnel
Sale of Personal Property	20161938	Law Enforcement
Sale of Surplus Goods to the Public, Records of	2007377	Purchasing
Sample Ballots	20071544	Elections
Sanitary Survey Records	20071051	Sanitation District
Sanitation Investigation Files	20121855	Health Departments
Schedules for Use of Facilities	2007926	Parks and Recreation
Scholarship Applications	20161937	Parks and Recreation
School Bus Driver's Records	20071139	School Districts
School District Sponsored Charter Schools (Approved)	20071739	School Districts
School District Sponsored Charter Schools (Denied)	20071740	School Districts
School Master Files	2007643	Fire and Rescue Department
Seal and Logo Records	2007040	Administrative Records
Secondary Contaminant Reports	20071619	Sanitation District
Security Guards / Systems, Logs and Diaries	2007747	Hospitals
Security Program Records	2007131	Airports
Self-Inspection Program Records	2007133	Airports
Seniority Lists	2007627	Personnel
Sentinel Events	20181967	Hospitals
Sewage and Water System Plan Reviews - Hotels and Motels	20071441	Health Departments
Sewage and Water System Plan Reviews - Mobile Home Parks	20071442	Health Departments
Sewage and Water System Plan Reviews - RV Parks	20071327	Health Departments

Record Series Title	LRDA#	Section Name
Sewer Cleaning Records	20071610	Sanitation District
Sewer Maintenance Records	2007997	Public Works
Sewer Taps	2007216	Building and Safety
Sex Offenders and Offenders Convicted of a Crime Against a Child Registration	20071685	Law Enforcement
Sexual Harassment / Discrimination Files	20071323	Personnel
Sharps Injury Log	20071702	Hospitals
Signs and Road Marking Records	20071522	Public Works
Sister City Programs	20071264	City Clerk
Social Services Case Histories	2007748	Hospitals
Software Licenses	20071245	Information Technology
Software Review Files	20071351	Information Technology
Solicitation Permits, Receipts	2007292	City Clerk
Solid Waste Disposal Files (Facility Files)	20071437	Health Departments
Special Assessment Districts, Files	2007998	Public Works
Special Assessments	20071519	Assessors
Special Boards, Commissions, Councils, Committees, Offices and Task Force Records	20071242	Administrative Records
Special Education Records	20081766	School Districts
Special Event and Celebration Records	2007041	Administrative Records
Special Study Report Files	20121878	Administrative Records
Special Unit/Task Force Activity Records	20161924	Law Enforcement
Special Watch Records	20071459	Law Enforcement
Specialized or Local Ethics Committee	20141902	Administrative Records
Specifications	2007999	Public Works
Specifications of Wells	2007780	Improvement Districts and Boards
Speed-Timing Equipment	2007855	Law Enforcement
Staff Meeting Records	2007846	Administrative Records
Staff Reports	2007932	Planning Commissions / Districts
Standard Operating Procedures	2007644	Fire and Rescue Department
Standing Orders	2007962	Public Libraries
State Implementation Plan (SIP) and related studies	20101785	Air Quality and Environmental Management
State Implementation Plans (SIP) - Transportation Plans	20101786	Air Quality and Environmental Management

Record Series Title	LRDA#	Section Name
Statements or Waivers Releasing a Park or Recreation Department from Liability for Personal Injury	2007927	Parks and Recreation
Statistical Record of Air Quality	2007677	Health Departments
Statistical Reports	2007785	Juvenile Probation
Strategic Plan Files	2007047	Administrative Records
Street Light Records and Plans	20071000	Public Works
Street Maintenance	20071001	Public Works
Street Name Changes	20071002	Public Works
Structure Which is Moved	20071004	Public Works
Studies	20071005	Public Works
Subdivision Files	20071006	Public Works
Subdivisions	20071215	Zoning
Subsidiary Ledgers or Registers	20071312	Financial Records
Subsidized Transportation Program Records	20071646	Social Services
Summons and Subpoenas	20071281	Administrative Records
Superfund Grant Records	20071663	Financial Records
Supervisor Performance Assessments	20101815	Personnel
Supervisory Review Records	20181945	Personnel
Supplies	2007368	Purchasing
Surgical Cases, Register	2007749	Hospitals
Surplus Food Reports	20071143	School Districts
Surveys and Established Boundaries, including Maps	2007422	County Clerk
Surveys, Polls, and Questionnaires	2007076	Administrative Records
Suspect Photographs (including Mug Shots)	2007850	Law Enforcement
Swimming Pool Operating Records	20071673	Parks and Recreation
Swimming Pool Testing Logs	20071569	Health Departments
Tally Lists	2007548	Elections
Tax Bills	2007457	Financial Records
Tax Deeds	2007097	Auditor
Tax Exempt Bond Files	20181980	Financial Records
Tax Notices	2007458	Financial Records
Tax Protest Letters	2007329	Financial Records

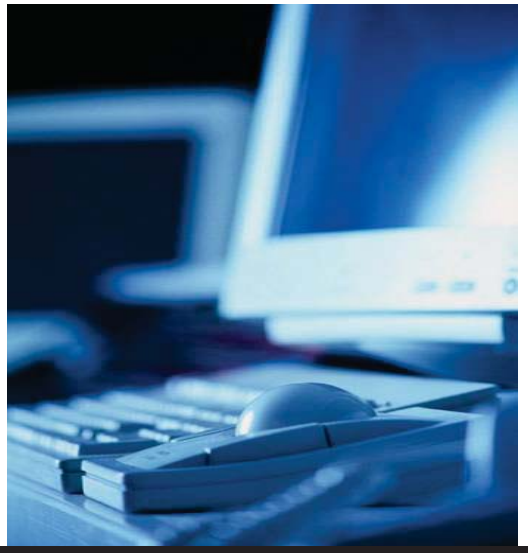
Record Series Title	LRDA#	Section Name
Tax Receipts and Stubs	2007460	Financial Records
Tax Redemption Certificates	2007461	Financial Records
Tax Rolls	2007459	Financial Records
Tax Sales Redeemed	2007463	Financial Records
Tax Sales Reports	2007462	Financial Records
TB Control Program Case Files	20121859	Health Departments
Teachers and other Licensed Personnel: Evaluations	20071147	School Districts
Teachers: Instructional Plans	20071145	School Districts
Teachers: Register of Pupils	20071151	School Districts
Teachers: Request for Hearing on Suspension	20071149	School Districts
Telecommunication System Management Records	20071360	Administrative Records
Telephone Logs	20071008	Administrative Records
Temporary Criminal Intelligence Research and Statistical Records	20121845	Law Enforcement
Temporary Licenses or Permits	2007231	Business Licenses and Permits
Temporary Power Service Records	2007174	Building and Safety
Temporary Power, Requests	2007219	Building and Safety
Temporary Use Permits	20071525	Zoning
Tentative Subdivision Files	20071009	Public Works
Trademarks, Trade Names and Service Marks Files	20121861	Administrative Records
Traffic Citations	2007877	Law Enforcement
Traffic Count Reports	20071010	Public Works
Traffic Signal Records	20071524	Public Works
Traffic: Accident Incident/Crime Reports	2007875	Law Enforcement
Transcripts of Hearings of Civil Service Board Involving Appeals	2007110	Civil Service
Transportation Studies / Plans	20071598	Regional Transportation Commission
Travel Records	20071258	Financial Records
Treasurer's Receipts (duplicates)	2007098	Auditor
Tree and Plant Files	20071429	Public Works
Trespass Warning Citations	20181981	Law Enforcement
Trial Balance Reports	20071318	Financial Records
Trip Permits	20181934	Assessors

Record Series Title	LRDA#	Section Name
Trust Fund for Retirement Benefits (NRS 287.017)	20121868	Administrative Records
U.S. Dept of Agriculture Commodity Reports	20071155	School Districts
Unclaimed Property Report	2007464	Financial Records
Underground Storage Tank (UST) Records	20071426	Public Works
Underground Storage Tank -Leaking (LUST) Records	20071427	Public Works
Unemployment Insurance Records	20071445	Personnel
Unemployment Insurance Records - Employer Contribution Records	20071446	Personnel
Union Contracts	2007328	Personnel
Unmanned Aerial Vehicle (UAV) Recordings	20181946	Administrative Records
Unmanned Aerial Vehicle Recordings – Law Enforcement	20181987	Law Enforcement
Unserved Papers	2007342	Constable
Unsolicited Applications and/or Resumes	20071292	Personnel
Use of Force Reports - No Weapon Involved	20161933	Law Enforcement
Utility Advertising	20071626	Utilities Owned by a Local Government
Utility Facilities	20071629	Utilities Owned by a Local Government
Utility Forecast Reports	20071627	Utilities Owned by a Local Government
Utility Ledger	20071628	Utilities Owned by a Local Government
Utility Revenue Summaries	20071625	Utilities Owned by a Local Government
Vacant Land Monitoring Reports	20101790	Air Quality and Environmental Management
Vacation Rosters	2007633	Fire and Rescue Department
Vacations	20071218	Zoning
Variance and Exemption Records	20071604	Sanitation District
Vehicles, Maintenance and Repair Records	2007880	Law Enforcement
Vendor Code Requests	2007309	Purchasing
Vendor Files	2007378	Purchasing
Vendor Master List	2007379	Purchasing
Vendor Performance Case Files	20071300	Purchasing
Verification of Eligibility for Employment (United States Citizenship and Immigration form I-9)	2007329	Personnel
Victim Assistance Case Files	20071403	Attorney
Violation Notices to Owners	2007146	Animal Control
Volunteer Worker Records	2007331	Personnel

Record Series Title	LRDA#	Section Name
Voter Registration Records	2007528	Elections
Voting Systems - Computer Programs	20071701	Elections
Vulnerability Assessments	20121843	Law Enforcement
Waivers	2007239	Business Licenses and Permits
Warranties	2007080	Purchasing
Warrants (copy of court records)	2007882	Law Enforcement
Waste Collection and System Operation	20071049	Sanitation District
Waste Flow Measurement Readings	20071050	Sanitation District
Waste Water Monitoring	20071018	Public Works
Wastewater Sewage Sludge Application Records	20071608	Sanitation District
Water Conservation Plan	20071694	Sanitation District
Water Flow of Wells	2007781	Improvement Districts and Boards
Water Operators Certification File	20071621	Sanitation District
Water Project Files	20071696	Sanitation District
Water Project Files [Financial Records]	20071695	Sanitation District
Water Project Files -Not Needed to Maintain System or Facility	20161920	Sanitation District
Water Quality, Reports of Bacteriological Analysis	20071054	Sanitation District
Water Quality, Reports of Chemical and Radiological Analysis	20071055	Sanitation District
Water Quality, Reports of Lead and Copper	20071053	Sanitation District
Water Quality, Statistical Averages	20071052	Sanitation District
Water Rights, Files and Maps	20071019	Public Works
Water Turbidity Reports	20071229	Sanitation District
Welfare Agency	2007752	Hospitals
WIC Client Files	20101826	Health Departments
Witness Compelling Case Files	20181999	Attorney
Work Orders	20071020	Public Works
Work Permit/Cards	2007885	Law Enforcement
Work Permit/Cards for Prostitutes, All Records	2007891	Law Enforcement
Work Permits/Cards: Receipts for Work Cards	2007889	Law Enforcement
Writs	2007169	Attorney
Zone Exception, Requests for	20071137	School Districts

Record Series Title	LRDA#	Section Name
Zoning Case Files	20071630	Zoning
Zoning Violation Records	20071224	Zoning






Records Management Workshop

Office of the City Clerk

September 2018






City Clerk Responsibilities – LVMC 2.60.020

- Responsible for developing & implementing a records management program for the City.
  - Guidelines for Retaining Public Records
  - ARC
  - Historical/Archival/Vital Records






Department Director Duties – LVMC 2.60.050

- Conducts and Maintains
  - Inventory of All Types of Public Records within that Department
- Establishes Policies and Procedures Necessary and Appropriate to Comply with This Code






Records Delegates: Your Roles & Responsibilities

- Administers the policies and procedures as set forth by the OCC's ERMD.
- Supervises the disposition of records, including destruction of records meeting the minimum retention periods and the transferring of inactive records to the ARC.
- Assists in establishing and maintaining filing systems, standards and procedures for record keeping.
- Serves as the liaison between the department and the ERO or her designee.
- Creates and maintains a departmental records inventory.






NPRA – Nevada's Public Records Act – NRS 239.010

- Applies to "all public books and public records of a government entity, the contents of which are not otherwise declared to be confidential".
- Records "must be open at all times during office hours to inspection by any requester, and may be fully copied".
- "A person may request a copy of a public record in any medium in which the public record is readily available."






NPRA Continued

The presumption is, all local government records are open to public inspection and copying, unless specifically declared by law to be confidential.

- Nevada State Library, Archive and Public Records, "2016 Nevada Public Records Act: A Manual for State Agencies – Bulletin No. 3 rev. – page 5"






Record – NAC 239.101

What is a Record of a Local Government Entity?

Any information created or received pursuant to a law or ordinance or in connection with the transaction of the official business of any office, or department at the city.






Public Record – LVMC 2.60.010

Any paper, correspondence, form, book, photograph, film, sound recording, map, drawing or other document, regardless of its physical form or characteristics, that has been made by any office or official or received by it in connection with the transaction of public business.






Public Record – CLV CM920 Policy – Page 2

Any record in any form, not declared by law to be confidential, which has been produced or received by the City of Las Vegas and is maintained by any city office for the purposes of performing a function of City government. **The term does not include books, pamphlets, worksheets, and informal notes. No record that has been declared by law to be confidential constitutes a public record.**






Identifiable Record – Page 20

- A request should be for an identifiable record that exists at the time of the request
- Not required to organize data to create a record that does not exist at the time of the request
- Not required to provide access to records that were not identified within the request
- A request for general information is not a public records request






Nonrecord Materials – NAC 239.051

Published materials printed by a governmental printer, worksheets, unused blank forms except ballots, brochures, newsletters, magazines, catalogs, price lists, drafts, convenience copies, ad hoc reports, reference materials not relating to a specific project and any other documentation that does not serve as the record of an official action of a local governmental entity.






Nonrecord Examples – NAC 239.051

- Published Materials
- Worksheets
- Ad Hoc Reports
- Drafts
- Reference Copies
- Informational/Convenience Copies
- Personal Papers/Materials
- Unused Blank Forms (Except Ballots)
- Brochures
- Newsletters
- Magazines/Catalogs
- Pricelists
- Reading Files
- Campaign Materials






Other Definitions – NAC 239 & LVMC 2.60.010

- Convenience Copy – duplicate record
- Long-term Record – record which must be retained for more than 10 years
- Confidential Record – records declared by law to be confidential and not public records – PII, PHI and Sensitive or Restricted Documents.
- Disposition – destruction or transfer of the record






Other Definitions – Continued

- Transitory – temporary records, may be public records, but because of their limited value, may not be retained – they do not set policy, establish guidelines or procedures, discuss a business matter or decision, certify a transaction, or act as evidence of receipt
- Vital Records – records essential for the reconstruction of the function/operation of the department in order to conduct business






Why A Public Record May be Withheld

- Declared by Law Confidential
- Attorney-Client Privilege
- Protected Information – PII, PHI, HIPAA, PCI, CJI
- Balancing Test






Attorney-Client Privilege

- Attorney-Client Privilege – a public record can be deemed as attorney-client privileged when any communication between the client and the City Attorney's Office takes place
- Attorney-Client Communication can be verbal, electronic or written.
  - Examples include:
    - Briefings
    - Emails
    - Memos
    - Text Messages






PII – Personally Identifiable Information – NRS 603A

PII Has a Very Specific Definition Under Nevada State Law

- A natural person's first name or first initial and last name in combination with any one or more of the following data elements, ***when the name and data elements are not encrypted:***
  - Social Security Number
  - Driver's license number, driver authorization card number or identification card number
  - Account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account






PII – Continued

PII Has a Very Specific Definition Under Nevada State Law

- A natural person's first name or first initial and last name in combination with any one or more of the following data elements, ***when the name and data elements are not encrypted:***
  - A medical identification number or a health insurance identification number
  - A user name, unique identifier or electronic email address in combination with a password, access code or security question and answer that would permit access to an online account






Balancing Test

- Weighing the city's interest in non-disclosure against the general policy in favor of open government and the requestor's fundamental right to access public records
- The burden is upon the city to explain why the records requested should not be furnished with specific evidence justifying the withholding of the records
- Government interest in withholding must clearly outweigh the public interest in disclosure





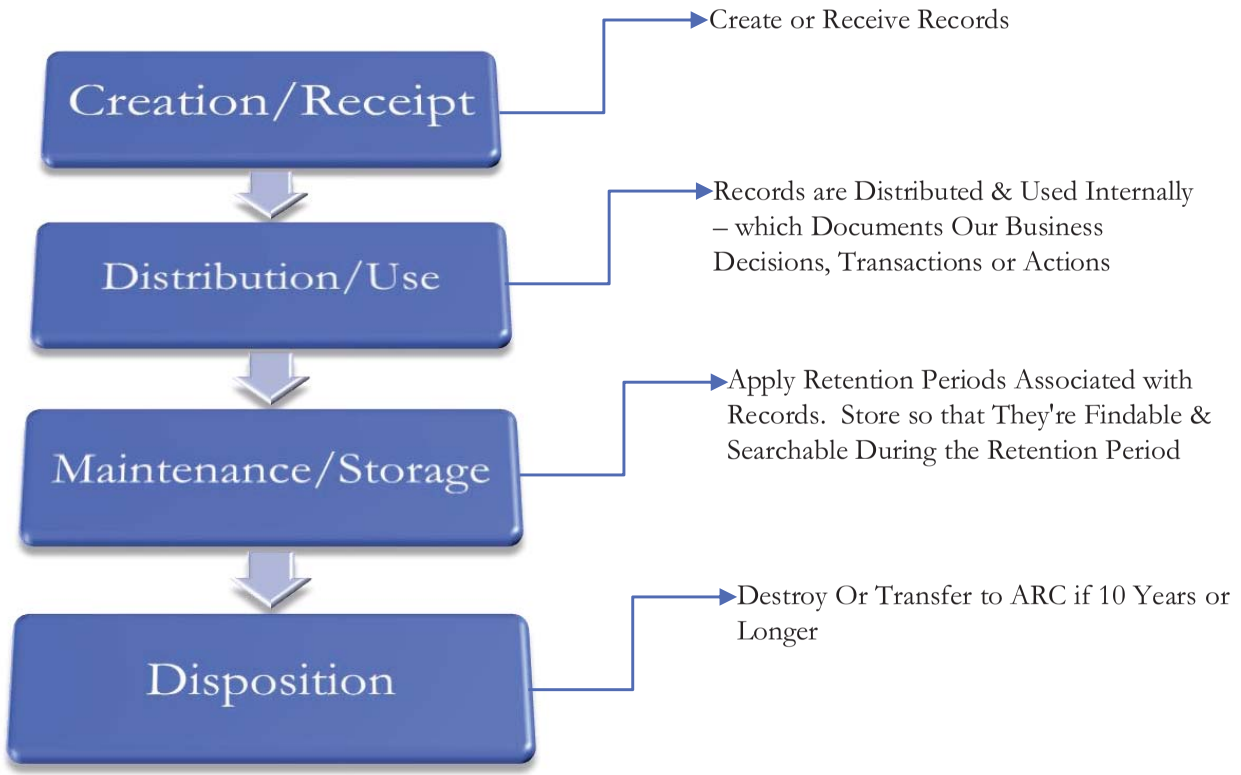

Where can Public Records be Found?

- On city-owned equipment regardless of the records nature – NRS 239.010
- On personally owned equipment and accounts if the record was made in the provision of public service
- In Comstock Residents Association v. Lyon County Board of Commissioners (March 2018), the Nevada Supreme Court ruled that public records can exist on private electronic devices and private accounts






Records Lifecycle








How Do We Govern the Records Lifecycle at the City?

- Through Retention Schedules
  - The City Adopted the Nevada State Library, Archives & Public Records Local Government Retention Schedules in 2008, 2010 & 2012
  - We currently have over 1,300 Records Series we monitor/track that 20 of our departments use
- Legal Holds – preservation of evidence which may be used in litigation






Retention Schedule – Examples

Correspondence: Transitory **LRDA # 20070056**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This series consists of correspondence (emails, social media, letters, memos, etc.) that do not document core functions or activities of an agency or department and do not require an official action. Examples may include but are not limited to general announcements including meeting reminders, notices of upcoming events, informational copies (cc or bcc) of correspondence which do no document administrative action, follow-up or suspense (tickler), transmittal letters that do not add information to the transmitted material or attachments, requests for routine information or publications provided to the public by the agency which are answered by standard form letters, spam, junk mail, unsolicited vendor mail, and personal/non-work related mail.	Retain only as long as the record holds value to the agency.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	It is recommended this type of correspondence be retained for no longer than thirty (30) days.






Retention Schedule – Examples

Elections

Campaign Contribution and Expense Reports **LRDA # 20141899**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series consists of campaign contribution and expense reports filed with the Secretary of State in accordance with state law. Reports document the type of filing and date, summary of contributions, summary of expenses, contributions in excess of $100, expenses in excess of $100, in kind contributions and expenses, money on hand, indebtedness, and similar information.	Retain until no longer needed for reference or informational purposes.	The Secretary of State is the office of record for campaign contribution and expense reports.	NRS 294A.100 to 294A.190, NAC 294A.040 to 294A.098, NRS 11.190 (1)(b)0, NRS 11.190 (3)(d)	City and County Clerks offices may also have copies of these reports






Retention Schedule – Examples

Daily Logs of Inspections, Code Enforcement

LRDA # **20071557**

Description	Minimum Retention Period	Disposition	Legal Citations	References
This record series contains logs kept by Code Enforcement Officers detailing various inspections of potential property maintenance code violations.	One (1) calendar year after the calendar year in which log is generated.	If this record series contains confidential or restricted information that information should be destroyed in a secure manner that will prevent its reconstruction.	None	None






Email?

- Is a communications tool.
- The content in email determines whether it's a record or not.
- If you're stating a business decision or conducting a transaction of official business for the city in email – it's a record.

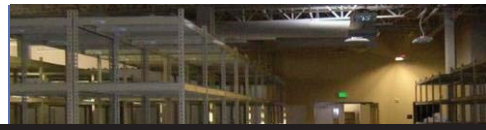





What if We Don't Adopt the Retention Schedules?

- Records kept longer than necessary.
- The City will be behind and may not incorporate the latest records series derived from new legislation.
- Poses administrative burden on staff – to monitor/track every piece of legislation and its impact on the City's records.

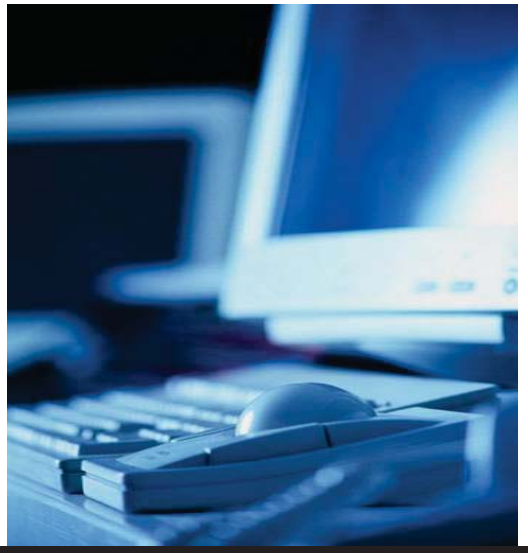


Using Your Personal Device/Account for City Business?

- Don't do it!
- But if you do, then:
  - CC all email communications to your city-issued email address
  - Use specific messaging application only used for city business
  - Maintain the records by saving, preserving, and not deleting them






Questions

Thank You !

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
56

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
NEW BILLS:

Bill No. 2019-12 - Amends the Town Center Development Standards Manual to allow the use "Marijuana Dispensary" in specified land use districts by means of special use permit, and adopts clarifying language regarding the waivability of certain special use permit requirements. Sponsored by: Councilwoman Michele Fiore

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the Town Center Development Standards Manual to allow the use "Marijuana Dispensary" in specified land use districts by means of special use permit. The bill will also adopt clarifying language regarding the waivability of certain special use permit requirements within Town Center.

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. 2019-12

BILL NO. 2019-12

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO ALLOW THE USE "MARIJUANA DISPENSARY" IN SPECIFIED LAND USE DISTRICTS BY MEANS OF SPECIAL USE PERMIT; ADOPT CLARIFYING LANGUAGE REGARDING THE WAIVABILITY OF CERTAIN SPECIAL USE PERMIT REQUIREMENTS; AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore

Summary: Amends the Town Center Development Standards Manual to allow the use "Marijuana Dispensary" in specified land use districts by means of special use permit, and adopts clarifying language regarding the waivability of certain special use permit requirements.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.10.060(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, hereafter the "Manual," is hereby amended as set forth in Sections 2 to 6, inclusive, of this Ordinance. Deleted matter is shown by bracketing. New material added to existing language is shown by underlining, while entirely new provisions are so identified without particular markings.

SECTION 2: Section A.4.D of the Manual is amended to read as follows:

D. Waiver – Development Standards

The standards set forth in the Town Center Development Standards Manual are minimum requirements. Except as otherwise provided in Section B.4.A.4 with respect to Special Use Permit requirements, [A] a waiver of any of these standards may be approved upon the request of an applicant if the applicant can show through convincing and substantial evidence that the waiver will not be contrary to the overall purpose and intent of the standards or the Town Center Land Use Plan. An applicant may request a waiver by following the procedures outlined in LVMC 19.16.130.

SECTION 3: Section B.2.D of the Manual is amended to read as follows:

D. Special Use Permits (S)

Certain uses may be permitted in the designated Land Use district only after obtaining a Special Use Permit in accordance with LVMC 19.16.110 and compliance with specific conditions. These conditions are listed as "Minimum Requirements" following the Permitted Uses Matrix in Section B.4 of these standards, labeled "Special Use Permits". Notwithstanding the previous two sentences, uses within the Montecito District (with the exception of "Marijuana Dispensary) are exempt from the automatic application of the minimum requirements set forth in Section B.4.B. However, in connection with the consideration of a special use permit application for a particular use within that District, the approval of the special use permit may be conditioned on compliance with any of the listed minimum requirements, as well as compliance with any other conditions deemed appropriate to mitigate the impact of the use.

SECTION 4: Section B.2 of the Manual, in particular Table 1 at the end of that Section representing the matrix of permitted uses, is amended by adding thereto an entry for the use "Marijuana Dispensary" to indicate that the use is allowable by means of Special Use Permit in the GC-TC, SC-TC, UC-TC, SX-TC, MS-TC, EC-TC and MC-TC Land Use Districts. In order to reflect the amendment, the use "Marijuana Dispensary" shall be added at the appropriate location, and the letter "S" shall be entered in the boxes that represent the intersection of that use with the column for each of the following Land Use Districts: GC, SC, UC, SX, MS, EC and MC.

SECTION 5: Section B.4.A of the Manual is amended to read as follows:

A. GENERAL

Uses requiring a Special Use Permit are deemed as being potentially incompatible with the Town Center concept and those uses will therefore[,] be conditioned to ensure compatibility.

1) The uses in [this section] Section B.4.B require a Special Use Permit and have base requirements which [shall] must be met prior to approval of the Special Use Permit[.] , to the extent those requirements do not represent ongoing or post-approval requirements. In the Permitted Uses Table, these uses may be indicated by an "S."

2) [The following conditions are the minimum conditions for approval of a Special Use Permit for this use.] For each use listed in Section B.4.B, the conditions and requirements listed below the use are the

minimum conditions and requirements for the approval (and continued exercise) of a Special Use Permit for that use. Additional conditions may also be required during the public hearing process to ensure compatibility of that use in relation to surrounding uses and the pattern of development.

3) Special Use Permits [which] for uses that do not have minimum requirements listed in [the following section] Section B.4.B may have conditions placed on the proposed use during the public hearing process.

4) [The following requirements are minimum standards that must be satisfied.] Whenever the conditions and requirements for a particular use listed in Section B.4.B include a condition that the use shall comply with all minimum conditions, standards and requirements applicable to that use, as that use is permitted by means of a Special Use Permit under LVMC Chapter 19.12, that particular requirement by itself is not waivable under this Manual or pursuant to LVMC Title 19. However, individual and particular minimum special use permit requirements established under LVMC Chapter 19.12 may be waived if waivable under that Chapter.

5) The [following uses, with minimum Special Use Permit requirements, are listed below] uses that are permitted by means of Special Use Permit, together with their corresponding minimum conditions and requirements, are set forth in Section B.4.B alphabetically.

SECTION 6: Section B.4.B of the Manual is amended by adding thereto, at the appropriate location, a new Paragraph 32 to read as follows:

32) MARIJUANA DISPENSARY

a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Marijuana Dispensary," as that use is permitted by means of a Special Use Permit under LVMC Chapter 19.12.

SECTION 7: The Department of Planning is authorized and directed to incorporate into the Town Center Development Standards Manual the amendments set forth in Sections 2 to 6 inclusive, of this Ordinance, including, as deemed necessary or appropriate, the renumbering of paragraphs in Section B.4.B, any other required numbering or renumbering of provisions, parallel reference changes, and

corresponding changes to the table of contents.

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.

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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-20-19
_____
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 _____, 2019, 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 _____, 2019, 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 3, 2019

Agenda Item No.:
57

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Any items from the 11 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 3, 2019

Agenda Item No.:
58

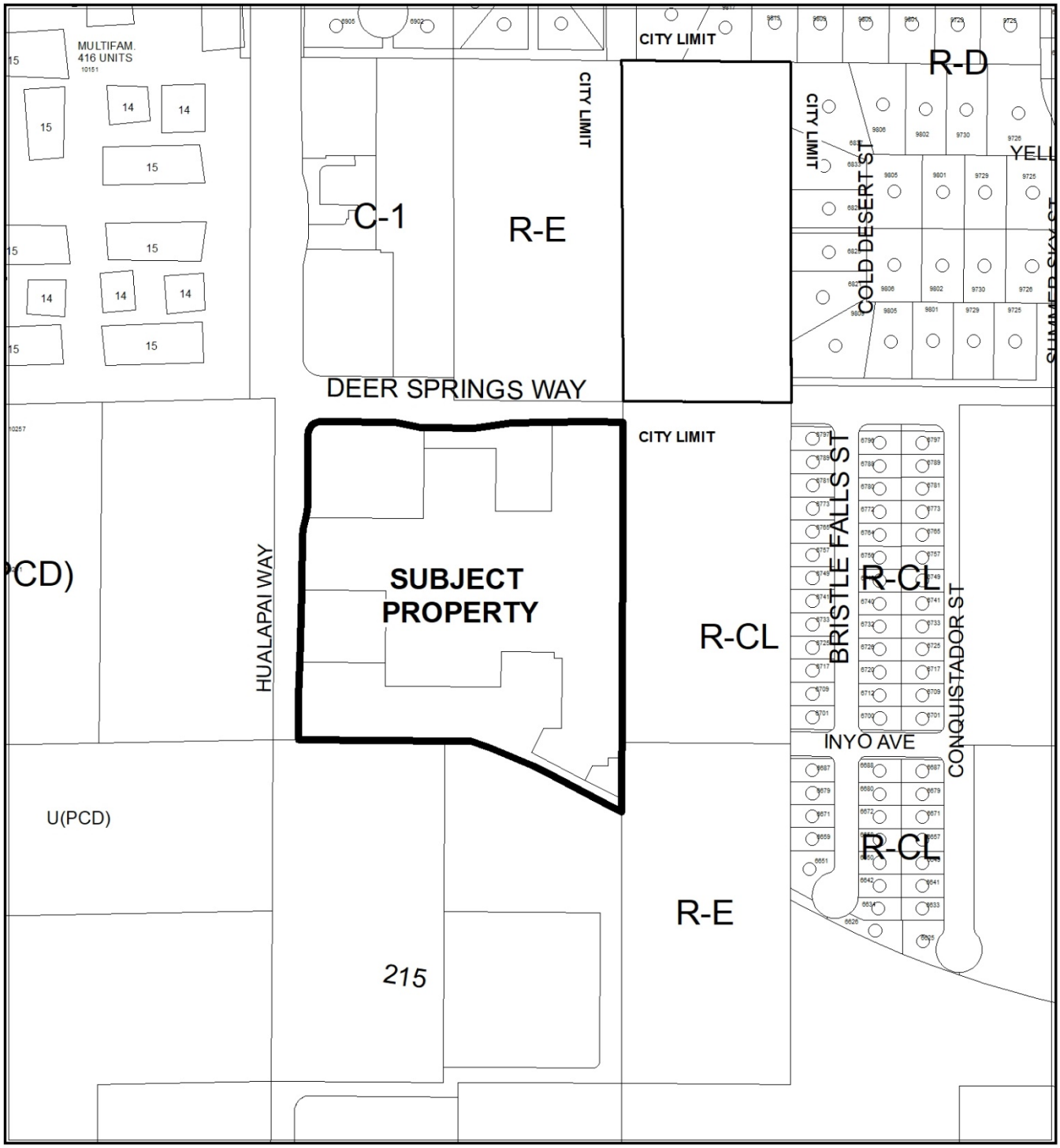
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-75771 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-66445) FOR A 4,000 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) WITH A WAIVER TO ALLOW A 339-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 1,500 FEET IS REQUIRED at the southeast corner of Deer Springs Way and Hualapai Way (APNs 125-19-313-002 through 007), C-1 (Limited Commercial) Zone, Ward 6 (Fiore) [PRJ-75765]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps – EOT-75771, EOT-75772 and EOT-75782 [PRJ-75765]
2. Conditions and Staff Report – EOT-75771, EOT-75772 and EOT-75782 [PRJ-75765]
3. Supporting Documentation – EOT-75771, EOT-75772 and EOT-75782 [PRJ-75765]
4. Photo(s) – EOT-75771, EOT-75772 and EOT-75782 [PRJ-75765]
5. City Council Approval Letter – SUP-66445 [PRJ-66309]
6. Justification Letter - EOT-75771, EOT-75772 and EOT-75782 [PRJ-75765]



CASE: **EOT-75771, EOT-75772, EOT-75782 (PRJ-75765)**

0 225 450 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **EOT-75771, EOT-75772, EOT-75782 (PRJ-75765)**

0 225 450 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-75771	Staff recommends APPROVAL, subject to conditions:	N/A
EOT-75772	Staff recommends APPROVAL, subject to conditions:	N/A
EOT-75782	Staff recommends APPROVAL, subject to conditions:	N/A

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

** CONDITIONS **

EOT-75771 CONDITIONS

Planning

1. This approval shall expire 02/15/21 unless another Extension of Time is approved by the City Council.

2. Conformance to the approved conditions for Special Use Permit (SUP-66445).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

EOT-75772 CONDITIONS

Planning

1. This approval shall expire 02/15/21 unless another Extension of Time is approved by the City Council.

2. Conformance to the approved conditions for Special Use Permit (SUP-66446).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

EOT-75782 CONDITIONS

Planning

1. This approval shall expire 02/15/21 unless another Extension of Time is approved by the City Council.

2. Conformance to the approved conditions for Special Use Permit (SUP-66444).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting Extensions of Time for three approved Special Use Permits (SUP-66444, SUP-66445 and SUP-66446) related to an approved Shopping Center at the southeast corner of Deer Springs Way and Hualapai Way. SUP-66444 permitted a Car Wash, Full Service or Auto Detailing use, SUP-66445 permitted a 4,000 square-foot Liquor Establishment (Tavern) use and SUP-66446 permitted a 5,075 square-foot Beer/Wine/Cooler Off-Sale Establishment use within a proposed convenience store.

ISSUES

- These are the first Extension of Time requests for the approved Special Use Permits.
- Building permits have been issued for the primary buildings in the shopping center; however, no business licenses have been issued for any business operations within the shopping center, and no final building inspections have been completed.

ANALYSIS

The subject site is under development for a shopping center, which includes a grocery store, convenience store with car wash, a pad building and three multitenant buildings. Other entitlements related to this site have already been exercised, including a Variance (VAR-66443) to allow a reduced building setback, Site Development Plan Review (SDR-66447 and SDR-70252) for the shopping center development and a Tentative Map (TMP-67940) for a one-lot commercial subdivision.

The applicant states in its justification letter that while the shopping center is continuing to make progress with construction, it is still in the process of identifying operators for various uses, which include a tavern and a convenience store with attached car wash. An additional two years is requested. Building permits have been issued for the convenience store and the multitenant building where the tavern is proposed. Business licenses for the convenience store, beer and wine sales and the car wash are currently under review and have not yet been issued.

Both the Liquor Establishment (Tavern) and Beer/Wine/Cooler Off-Sale Establishment uses were approved with distance separation waivers from Centennial High School, which is located south of the Clark County 215 Beltway, approximately 340 feet southwest of the boundary of the shopping center. Staff found that the uses could operate in a manner that was harmonious and compatible with the nearby uses, even though they required waivers of Title 19 distance separation requirements from protected uses. However, staff recommended denial based on the design of the development. No reviews were required for the approved Special Use Permits following issuance of business licenses.

There have not been any significant changes in development on the adjacent parcels since the previous approval. Commercial developments were already planned on properties to the north and east of this site, and property to the west remains undeveloped. Staff therefore recommends approval, subject to conditions.

FINDINGS (EOT-75771) [SUP-66445]

The applicant has shown good cause for a two-year Extension of Time for a Liquor Establishment (Tavern) use on the subject site, as construction is still ongoing and an operator for the business has yet to be identified. Staff recommends approval.

FINDINGS (EOT-75772) [SUP-66446]

The applicant has shown good cause for a two-year Extension of Time for a Beer/Wine/Cooler Off-Sale Establishment use on the subject site, as construction is still ongoing and an operator for the business has yet to be identified. Staff recommends approval.

FINDINGS (EOT-75782) [SUP-66444]

The applicant has shown good cause for a two-year Extension of Time for a Car Wash, Full Service or Auto Detailing use on the subject site, as construction is still ongoing and an operator for the business has yet to be identified. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/13/15	The Planning Commission approved a Petition to Vacate (VAC-60834) U.S. Government Patent Easements generally located south of Deer Springs Way, east of Hualapai Way. An Order of Relinquishment of Interest was recorded 05/03/16.
11/18/15	The City Council approved a General Plan Amendment (GPA-60635) from ML (Medium Low Density Residential) to SC (Service Commercial) [amended from the original request of GC (General Commercial)] on 10.42 acres on the south side of Deer Springs Way, approximately 285 feet east of Hualapai Way. The Planning Commission recommended approval of the SC designation; staff recommended denial.
	The City Council approved a Rezoning (ZON-60636) from R-CL (Single Family Compact-Lot) to C-1 (Service Commercial) [amended from the original request of C-2 (General Commercial)] on 10.42 acres on the south side of Deer Springs Way, approximately 285 feet east of Hualapai Way. The Planning Commission recommended approval of the C-1 designation; staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/07/16	The City Council approved a request for a General Plan Amendment (GPA-64811) from PCD (Planned Community Development) to SC (Service Commercial) on 4.27 acres at the southeast corner of Deer Springs Way and Hualapai Way. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Rezoning (ZON-64812) from PD (Planned Development) to C-1 (Limited Commercial) on 4.27 acres at the southeast corner of Deer Springs Way and Hualapai Way. The Planning Commission and staff recommended approval.
11/16/16	The City Council approved a Petition to Annex (ANX-65816) 0.36 acres adjacent to the north side of Clark County 215, approximately 380 feet east of Hualapai Way. Staff recommended approval. The Annexation became effective 11/23/16.
02/15/17	The City Council approved a Rezoning (ZON-67938) from R-E (Residence Estates) to C-1 (Limited Commercial) on 0.36 acres on the north side of Clark County 215, approximately 360 feet east of Hualapai Way. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Variance (VAR-66443) to allow a 15-foot rear yard setback where 20 feet is required on 9.63 acres at the southeast corner of Deer Springs Way and Hualapai Way. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a request for a Special Use Permit (SUP-66444) for a Car Wash, Full Service at the southeast corner of Deer Springs Way and Hualapai Way. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a request for a Special Use Permit (SUP-66445) for a 4,000 square-foot Liquor Establishment (Tavern) use with a Waiver to allow a 339-foot distance separation from a school where 1,500 feet is required at the southeast corner of Deer Springs Way and Hualapai Way. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a request for a Special Use Permit (SUP-66446) for a Beer/Wine/Cooler Off-Sale Establishment use with a Waiver to allow a 339-foot distance separation from a school where 400 feet is required at the southeast corner of Deer Springs Way and Hualapai Way. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a request for a Site Development Plan Review (SDR-66447) for a proposed 98,359 square-foot Shopping Center with Waivers to allow buildings to not be oriented to the corner and street frontage where such is required, to allow a six-foot perimeter landscape buffer along a portion of the south property line where 15 feet is required, to allow a zero-foot landscape buffer along a portion of the east property line where eight feet is required and to allow a car wash bay to face public right-of-way where such is not allowed on 9.63 acres at the southeast corner of Deer Springs Way and Hualapai Way. The Planning Commission recommended approval; staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/15/17	The City Council approved a Petition to Vacate (VAC-67939) a portion of Inyo Avenue generally located south of Deer Springs Way, east of Hualapai Way. The Planning Commission and staff recommended approval. The approval expired 03/15/18.
	The City Council approved a Rezoning (ZON-67938) from R-E (Residence Estates) to C-1 (Limited Commercial) on 0.36 acres on the north side of Clark County 215, approximately 360 feet east of Hualapai Way. The Planning Commission and staff recommended approval.
	The City Council approved a Tentative Map (TMP-67940) for a one-lot commercial subdivision (Deer Springs Village) on 9.63 acres at the southeast corner of Deer Springs Way and Hualapai Way. The Planning Commission and staff recommended approval. NOTE: the original version of the map contained two lots, but was changed during the review period.
06/13/17	The Planning Commission approved a request for a Master Sign Plan (MSP-70249) for an approved 98,359 square-foot Shopping Center on 9.63 acres at the southeast corner of Deer Springs Way and Hualapai Way. Staff recommended approval.
	The Planning Commission approved a request for a Major Amendment (SDR-70252) of an approved Site Development Plan Review (SDR-66447) for site modifications to an approved 98,359 square-foot Shopping Center with a Waiver to allow the service area to be located at the front of the property where required to be at a rear, side or internal property location on 9.63 acres at the southeast corner of Deer Springs Way and Hualapai Way. Staff recommended denial. The total area of the development was reduced to 97,415 square feet by this action.
01/18/18	A Final Map (FMP-69879) for a one-lot commercial subdivision (Deer Springs Village) on 9.63 acres at the southeast corner of Deer Springs Way and Hualapai Way was recorded.
04/25/18	Department of Planning staff approved a Minor Amendment of an approved Site Development Plan Review (SDR-66447) for a proposed shared drive aisle at the northeast corner of the site on 9.63 acres at the southeast corner of Deer Springs Way and Hualapai Way.
02/11/19	Department of Planning staff administratively approved a Conditional Use Verification (CUV-75768) for a Grocery Store With Alcohol use at the southeast corner of Deer Springs Way and Hualapai Way.

Most Recent Change of Ownership	
08/14/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/22/18	A building permit (C17-01073) was issued for onsite improvements (trash enclosures, light poles, sign circuits and miscellaneous conduit) at 6750 North Hualapai Way. A final inspection has not been approved.
	A building permit (C17-01074) was issued for a retail shell building (Shops A) at 6710 North Hualapai Way. A final inspection has not been approved.
	A building permit (C17-01167) was issued for block walls and railings for a commercial development at 6750 North Hualapai Way. A final inspection has not been approved.
03/13/18	A building permit (C17-01917) was issued for perimeter and retaining block walls for a commercial development at 6750 North Hualapai Way. A final inspection has not been approved.
09/11/18	A Plan Check Review (PRC17-00036) was approved for two complete commercial buildings and one commercial shell building with onsite improvements and walls at 6750 North Hualapai Way.
	An application (G66-06492) for a business license for a convenience store [with tobacco sales, gasoline sales, beer/wine off-premise sales, restricted gaming and car wash] at 6770 North Hualapai Way was denied by Department of Planning staff.
	An application (G66-06494) for a business license for a car wash in conjunction with a convenience store at 6770 North Hualapai Way was denied by Department of Planning staff.
	An application (P66-00271) was submitted for a business license for off-premise sales of beer, wine and wine coolers in conjunction with a convenience store at 6770 North Hualapai Way. The application is currently under review and a license has not been issued.
	An application (P66-00272) was submitted for a business license for restricted gaming in conjunction with a convenience store at 6770 North Hualapai Way. The application is currently under review and a license has not been issued.
10/08/18	A building permit (C18-04348) was issued for a freestanding sign at 6750 North Hualapai Way. A final inspection has not been approved.
10/17/18	A building permit (C18-00801) was issued for a convenience store building with attached car wash at 6770 North Hualapai Way. A final inspection has not been approved.
02/12/19	Application (G67-01081) was made for a business license for a car wash in conjunction with a convenience store at 6770 North Hualapai Way. The application is currently under review and a license has not been issued.
	Application (G67-01082) was made for a business license for a convenience store [with tobacco sales, gasoline sales, beer/wine off-premise sales, restricted gaming and car wash] at 6770 North Hualapai Way. The application is currently under review and a license has not been issued.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
02/21/19	Construction of the building shell where the proposed tavern is to be located is nearing completion. Work is incomplete on the exterior facades. The convenience store and car wash only have some building exterior work left as well as parking lot paving and landscaping.

Details of Application Request	
Site Area	
Net Acres	9.63

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	General Retail Store, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
	Car Wash, Full Service or Auto Detailing		
	Restaurant		
	Drive Through		
	Mini-Storage Facility		
	Undeveloped	RL (Residential Low) – Clark County Designation	R-E (Rural Estates Residential) – Clark County Designation
South	Clark County 215 Beltway	Right-of-Way	Right-of-Way
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Undeveloped	PCD (Planned Community Development)	PD (Planned Development)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails (Beltway Trail)	Y
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Hualapai Way	Primary Arterial	Master Plan of Streets and Highways Map	52	N
Deer Springs Way	Major Collector	Master Plan of Streets and Highways Map	32	N

Pursuant to Title 19.08 and 19.12 and the approved site development plan as amended by Site Development Plan Review (SDR-70252), the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	**Handi-capped**	**Regular**	**Handi-capped**	
Shopping Center	97,415 SF	1 space per 250 SF GFA	390				
Wireless Communication Facility, Stealth Design	N/A	N/A	0				
TOTAL SPACES REQUIRED			390		394		Y
Regular and Handicap Spaces Required			382	8	384	10	Y
Loading Spaces	97,415 SF	3 spaces plus 1 additional per 100,000 SF over 50,000 SF	4		5		Y

SS

Waivers		
Requirement	***Request***	***Staff Recommendation***
Openings to service or wash bay doors shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties	To allow a single car wash bay to face a public right-of-way (Deer Springs Way)	Denial

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Extension of time of SUP-66445

Project Address (Location) Deer Springs and Hualapai

Project Name Deer Springs Plaza **Proposed Use** tavern

Assessor's Parcel #(s) 125-19-313-002, 003, 004, 005 & 006 **Ward #** 6-Flore

General Plan: Existing TC **Proposed** n/a **Zoning: Existing** C-1 **Proposed** n/a

Additional Information

Property Owner Deer Springs Village, LLC **Contact** Hank Gordon

Address 10655 PARK RUN DR #160 City Las Vegas State NV Zip 89144

E-mail hgordon@laurichproperties.com Phone 702-220-4500

Applicant Deer Springs Village, LLC **Contact** Hank Gordon

Address 10655 PARK RUN DR #160 City Las Vegas State NV Zip 89144

E-mail hgordon@laurichproperties.com Phone 702-220-4500

Representative Kaempfer Crowell **Contact** Bob Gronauer

Address 1980 Festival Plaza Dr. #650 City Las Vegas State NV Zip 89135

E-mail rjg@kcnvlaw.com Phone 702-792-7000

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 _____, Pres.

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Richard Gordon

Subscribed and sworn before me

This 12th day of Feb., 20 19

Laura Groseth

Notary Public In and for said County and State

Laura Groseth
Notary Public
State of Nevada
My Commission Expires: 07-01-22
Certificate No: 98-3646-1

PRJ-75765
02/13/19

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) Extension of time of SUP-66446

Project Address (Location) Deer Springs and Hualapai

Project Name Deer Springs Plaza **Proposed Use** Beer/Wine/Cooler Off-Sale

Assessor's Parcel #(s) 125-19-313-002, 003, 004, 005 & 006 **Ward #** 6-Fiore

General Plan: Existing TC **Proposed** n/a **Zoning: Existing** C-1 **Proposed** n/a

Additional Information

Property Owner Deer Springs Village, LLC **Contact** Hank Gordon

Address 10655 PARK RUN DR #160 City Las Vegas State NV Zip 89144

E-mail hgordon@laurichproperties.com Phone 702-220-4500

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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 _____, Pres.

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Richard Gordon

Subscribed and sworn before me

This 12 day of Feb., 20 19

_____

Notary Public In and for said County and State

Laura Groseth
Notary Public
State of Nevada
My Commission Expires: 07-01-22
Certificate No: 98-3646-1

PRJ-75765
02/13/19

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) Extension of time of SUP-66444

Project Address (Location) Deer Springs and Hualapai

Project Name Deer Springs Plaza **Proposed Use** Full Service Car Wash

Assessor's Parcel #(s) 125-19-313-002, 003, 004, 005 & 006 **Ward #** 6-Fiore

General Plan: Existing TC Proposed n/a **Zoning:** Existing C-1 Proposed n/a

Additional Information

Property Owner Deer Springs Village, LLC **Contact** Hank Gordon
Address 10655 PARK RUN DR #160 City Las Vegas State NV Zip 89144
E-mail hgordon@laurichproperties.com Phone 702-220-4500

Applicant Deer Springs Village, LLC **Contact** Hank Gordon
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Representative Kaempfer Crowell **Contact** Bob Gronauer
Address 1980 Festival Plaza Dr. #650 City Las Vegas State NV Zip 89135
E-mail rjg@kcnvlaw.com Phone 702-792-7000

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 _____, Pres.
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

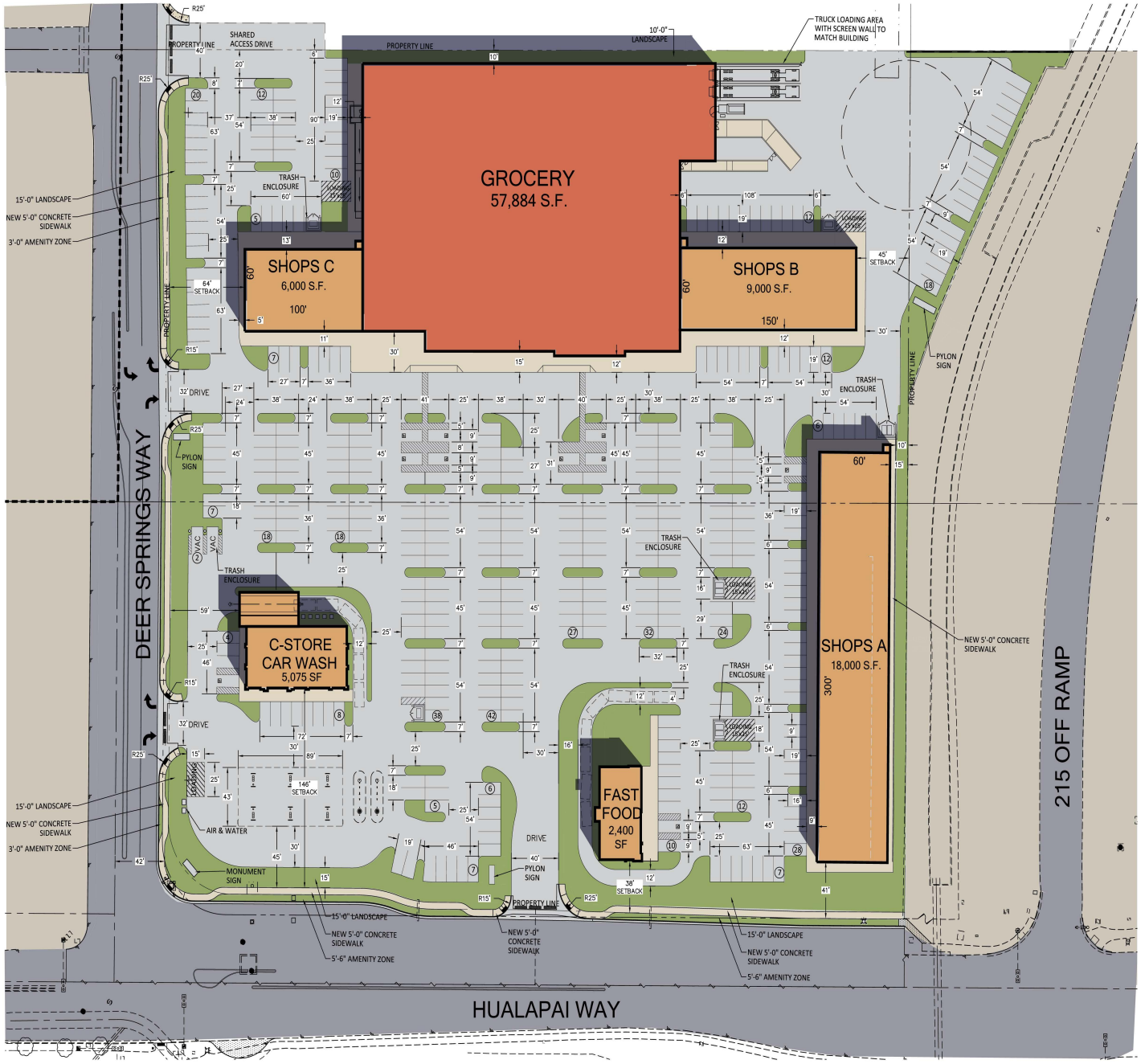
Print Name Richard Gordon

Subscribed and sworn before me
This 12 day of Feb. , 20 19

_____
Notary Public in and for said County and State

Laura Groseth
Notary Public
State of Nevada
My Commission Expires: 07-01-22
Certificate No: 98-3646-1

PRJ-75765
02/13/19



Summary

AHJ:	Las Vegas
ADDRESS:	6882 N. Hualapai Way Las Vegas, NV 89149
APN:	125-19-301-001 125-19-301-002 125-19-301-010
Zoning:	
Existing:	C-1 & R-E
Proposed:	C-1
Retail Lot: 9.63 AC	419,483 SF
Building:	98,359 SF
Site Open Area:	321,124 SF
Land-to-Building Ratio:	4.26 /1
Coverage:	23.45 %

Parking Analysis:

Use:	SHOPPING CENTER
Total Building Area:	98,359 SF

Total Parking:

Required (1:250 SF):	394 spaces
Provided:	395 spaces
Ratio Provided:	4.02 :1000 SF

Total Accessible Parking:

Required (301-400):	8 spaces
Standard Spaces Provided:	6 spaces
Van Spaces Provided:	4 space
Total Provided:	10 spaces

Building Information:

Grocery:	57,884 SF
Shops "A":	18,000 SF
Shops "B":	9,000 SF
Shops "C":	6,000 SF
Fast Food:	2,400 SF
C-Store:	5,075 SF
Total Building:	98,359 SF

Deer Springs Village - Site Plan - Option N

HUALAPAI WAY AND DEER SPRINGS WAY
LAS VEGAS, NEVADA

DATE: December 12, 2016
NADEL JOB#: 16061

NADEL

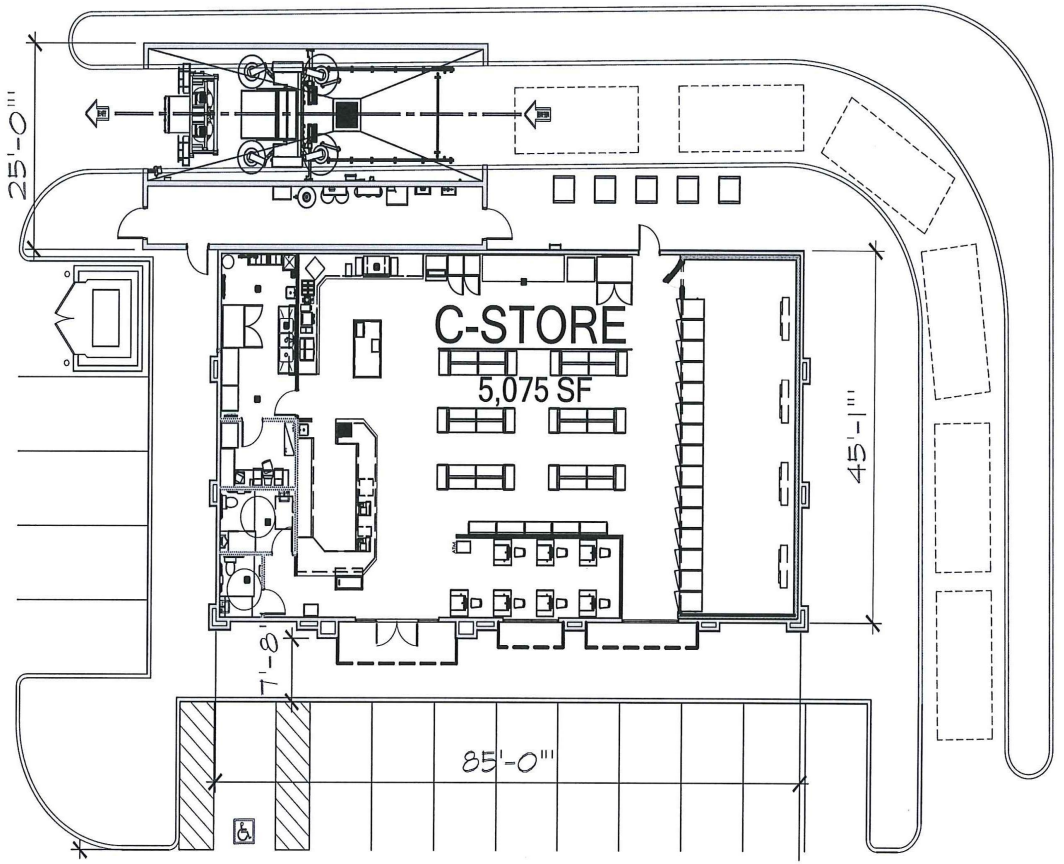
PRJ-75765
02/13/19

NADEL NEVADA INC
175 E. WARM SPRINGS ROAD
SUITE 100
LAS VEGAS, NV 89119
T. 702.896.2000
F. 702.896.7170
WWW.NADELARC.COM

ALL BUILDINGS, IMPROVEMENTS, THEIR OCCUPANTS AND THE USES AS SHOWN ON THIS PLAN ARE PRELIMINARY AND SUBJECT TO MODIFICATION AT THE OWNER'S DISCRETION WITHOUT NOTICE.

THIS PRELIMINARY SITE PLAN IS BASED ON INFORMATION FURNISHED TO NADEL NEVADA, INC. AND IS SUBJECT TO VERIFICATION BY LEGALS, SURVEYS AND GOVERNING AGENCIES ETC. THIS EXHIBIT IS NOT NECESSARILY A REPRESENTATION AS TO IDENTITY, TYPE, SIZE, LOCATION, TIMING OR OCCUPANCY OF ANY BUILDING WITHIN THIS CENTER.

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. COPYRIGHT: NADEL NEVADA, INC. ALL RIGHTS RESERVED.



North

1/8"=1'-0"

PRJ-75765
02/13/19

DATE: August 08, 2016
NADEL JOB#: 16061

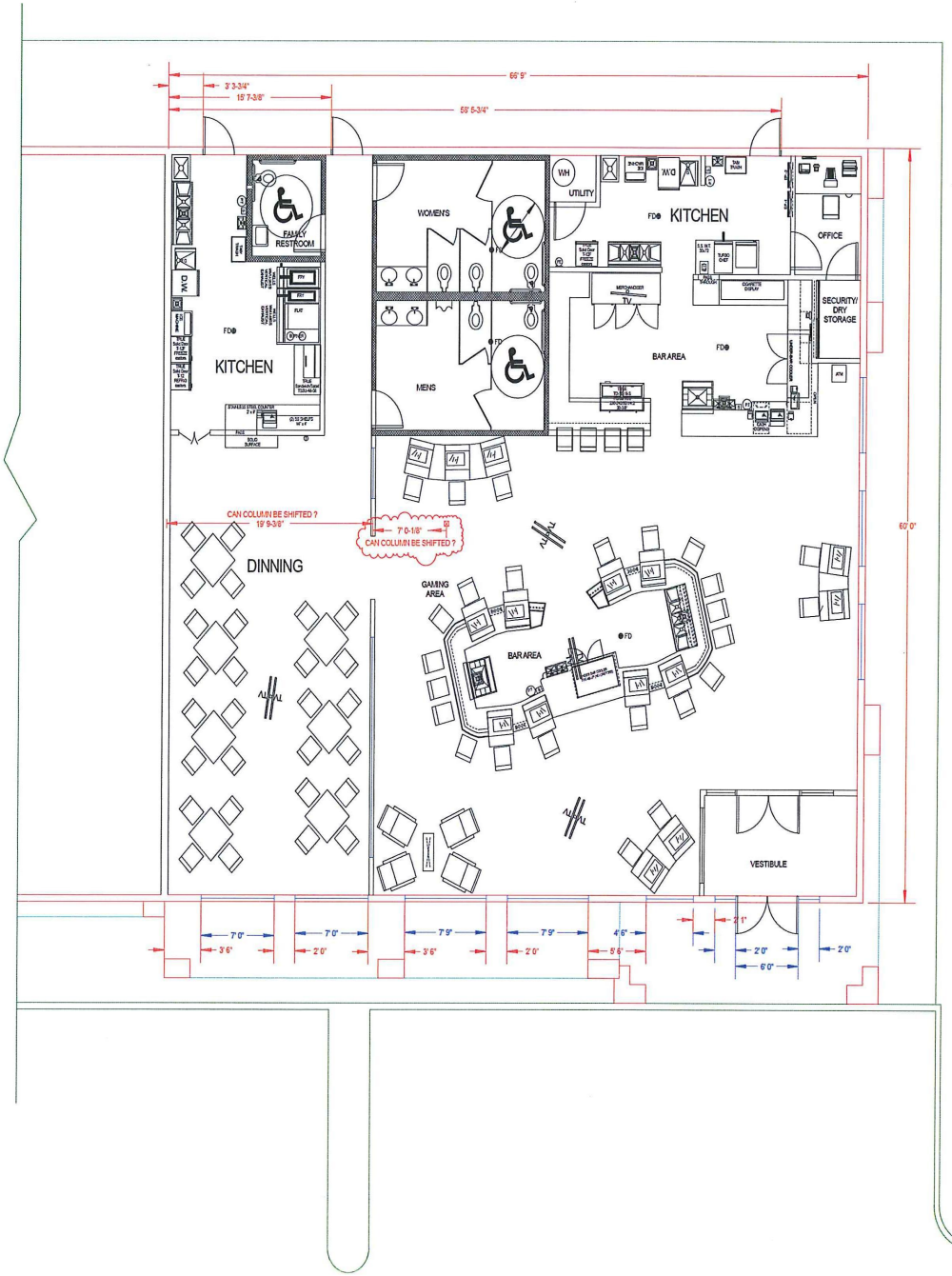
NADEL

Deer Springs Village - C-Store Floor Plan

HUALAPAI WAY AND DEER SPRINGS WAY
LAS VEGAS, NEVADA

NADEL NEVADA INC
175 E. WARM SPRINGS ROAD
SUITE 100
LAS VEGAS, NV 89119
T. 702.896.2000
F. 702.896.7170
WWW.NADELARC.COM

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. COPYRIGHT: NADEL NEVADA, INC. ALL RIGHTS RESERVED.



PRJ-75765
02/13/19

1

SCALE: 1/4" = 1'

COMPLEX BUILDERS, INC.
8978 SPANISH RIDGE AVE., #100
LAS VEGAS, NV 89148
PH: 702-309-6500
FX: 702-309-6502
NEVADA STATE LICENSE # 0066976
A-B UNLIMITED
PLANS PREPARED BY: SHERMAN ISENSEE

SIGNATURE

THESE DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF COMPLEX BUILDERS, INC.; WHETHER THE PROJECT FOR WHICH THEY ARE INTENDED IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS OR FOR ADDITIONS OR MODIFICATIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT - WHEN PHASED - WITHOUT THE WRITTEN CONSENT OF COMPLEX BUILDERS, INC. COPYRIGHT 2016

REVISION:

PROJECT NAME:
JACKPOT JOANIE'S
- SHOPS A

DRAWING TITLE:
FLOOR PLAN

DATE: 08/03/16

SHEET NUMBER
TI 2.0



EOT-75771, EOT-75772 AND EOT-75782 [PRJ-75765] - APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC
SOUTHEAST CORNER OF DEER SPRINGS WAY AND HUALAPAI WAY

02/21/19



EOT-75771, EOT-75772 AND EOT-75782 [PRJ-75765] - APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC
SOUTHEAST CORNER OF DEER SPRINGS WAY AND HUALAPAI WAY

02/21/19



EOT-75771, EOT-75772 AND EOT-75782 [PRJ-75765] - APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC
SOUTHEAST CORNER OF DEER SPRINGS WAY AND HUALAPAI WAY

02/21/19



EOT-75771, EOT-75772 AND EOT-75782 [PRJ-75765] - APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC
SOUTHEAST CORNER OF DEER SPRINGS WAY AND HUALAPAI WAY

02/21/19

CITY OF Las Vegas

February 16, 2017

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

Deer Springs Village LLC
10655 Park Run Drive, Suite #160
Las Vegas, Nevada 89144

RE: SUP-66445 [PRJ-66309] - SPECIAL USE PERMIT RELATED TO ZON-67938, VAR-66443, SUP-66444, SUP-66446, SDR-67447, VAC-67939 AND TMP-67940
CITY COUNCIL MEETING OF FEBRUARY 15, 2017

Dear Applicant:

The City Council at a regular meeting held on February 15, 2017 ***APPROVED*** a request for a Special Use Permit FOR A 4,000 SQUARE-FOOT LIQUOR ESTABLISHMENT (TAVERN) WITH A WAIVER TO ALLOW A 339-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 1,500 FEET IS REQUIRED at the southeast corner of Deer Springs Way and Hualapai Way (APNs 125-19-301-001, 002 and 010), C-1 (Limited Commercial) and R-E (Residence Estates) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 6 (Ross) [PRJ-66309].

This approval is subject to the following conditions:

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Liquor Establishment (Tavern) use.

2. Approval of a Rezoning (ZON-67938), and approval of and conformance to the Conditions of Approval for Variance (VAR-66443), Special Use Permits (SUP-66444 and SUP-66446), Site Development Plan Review (SDR-66447), Vacation (VAC-67939) and a Tentative Map (TMP-67940) 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.

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711
cityoflasvegas
lasvegasnevada.gov

PRJ-75765
02/13/19

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. Minors shall only be permitted in such areas wherein spirituous, malt or fermented liquors or wines are served only in conjunction with regular meals and where dining tables or booths are provided separate from the bar in conformance with Title 6.50.

7. Approval of this Special Use Permit does not constitute approval of a liquor license.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

The Notice of Final Action was filed with the Las Vegas City Clerk on February 16, 2017.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:PL:clb

cc: Mr. Bob Gronauer
Kaempfer Crowell
1980 Festival Plaza Drive, Suite #650
Las Vegas, Nevada 89135

PRJ-75765
02/13/19

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

February 12, 2019

VIA UPLOAD

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter – First Extension of Time for SUP-66444, SUP-66445, & SUP-66446
Deer Springs Village LLC
APNs: 125-19-301-001, 002, and 010

To Whom It May Concern:

Our Firm represents Deer Springs Village LLC (the "Applicant"). By way of background, on February 15, 2017, the Las Vegas City Council approved a commercial shopping center located at southeast corner of Deer Springs Way and Hualapai Way, more particularly described as APNs: 125-19-301-001, 002, & 010 (collectively the "Site"). As part of the commercial shopping center approval, three (3) separate special use permits where approved on the Site:

- SUP-66444 – Which Allows for a Car Wash, Full Service
- SUP-66445 – Which Allows for a Liquor Establishment with a Waiver to Allow a 339' Distance Separation from a School
- SUP-66446 – Which Allows for a Beer/Wine/Cooler Off-Sale Establishment Use with a Waiver to a Allow a 339' Distance Separation from a School

While much of the commercial center is nearing completion, the Applicant is requesting an extension of time for the above-mentioned special use permits. The Applicant is in the process of identifying operators for each establishment and therefore, is requesting a two (2) year extension of time. As demonstrated by the on going construction on the Site, the Applicant is moving forward with this project in good faith. As such, a first extension of time is justified.

PRJ-75765
02/13/19

We thank you in advance for your time and consideration of this request. Should you have any questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL

Anthony J. Celeste

AJC/mao

PRJ-75765
02/13/19

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
59

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-75772 - EXTENSION OF TIME RELATED TO EOT-75771 - SPECIAL USE PERMIT - APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-66446) FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE WITH A WAIVER TO ALLOW A 339-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at the southeast corner of Deer Springs Way and Hualapai Way (APNs 125-19-313-002 through 007), C-1 (Limited Commercial) Zone, Ward 6 (Fiore) [PRJ-75765]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. City Council Approval Letter – SUP-66446 [PRJ-66309]

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.

CITY OF Las Vegas

February 16, 2017

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

Deer Springs Village LLC
10655 Park Run Drive, Suite #160
Las Vegas, Nevada 89144

RE: SUP-66446 [PRJ-66309] - SPECIAL USE PERMIT RELATED TO VAR-66443, SUP-66444, SUP-66445, SDR-67447, VAC-67939 AND TMP-67940
CITY COUNCIL MEETING OF FEBRUARY 15, 2017

Dear Applicant:

The City Council at a regular meeting held on February 15, 2017 ***APPROVED*** a request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE WITH A WAIVER TO ALLOW A 339-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at the southeast corner of Deer Springs Way and Hualapai Way (APNs 125-19-301-001, 002 and 010), C-1 (Limited Commercial) and R-E (Residence Estates) Zones [PROPOSED: C-1 (Limited Commercial)], Ward 6 (Ross) [PRJ-66309].

This approval is subject to the following conditions:

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler Off-Sale Establishment use.

2. Approval of a Rezoning (ZON-67938), and approval of and conformance to the Conditions of Approval for a Variance (VAR-66443), Special Use Permits (SUP-66444 and SUP-66445), Site Development Plan Review (SDR-66447), Vacation (VAC-67939) and a Tentative Map (TMP-67940) 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.

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711
cityoflasvegas
lasvegasnevada.gov

PRJ-75765
02/13/19

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.

The Notice of Final Action was filed with the Las Vegas City Clerk on February 16, 2017.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:PL:clb

cc: Mr. Bob Gronauer
Kaempfer Crowell
1980 Festival Plaza Drive, Suite #650
Las Vegas, Nevada 89135

PRJ-75765
02/13/19

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
60

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-75782 - EXTENSION OF TIME RELATED TO EOT-75771 AND EOT-75772 - SPECIAL USE PERMIT - APPLICANT/OWNER: DEER SPRINGS VILLAGE, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-66444) FOR A CAR WASH, FULL SERVICE OR AUTO DETAILING USE at the southeast corner of Deer Springs Way and Hualapai Way (APNs 125-19-313-002 through 007), C-1 (Limited Commercial) Zone, Ward 6 (Fiore) [PRJ-75765]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. City Council Approval Letter – SUP-66444 [PRJ-66309]

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.

CITY OF Las Vegas

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

February 16, 2017

Deer Springs Village LLC
10655 Park Run Drive, Suite #160
Las Vegas, Nevada 89144

RE: SUP-66444 [PRJ-66309] SPECIAL USE PERMIT RELATED TO ZON-67938, VAR-66443, SUP-66445, SUP-66446, SDR-67447, VAC-67939 AND TMP-67940
CITY COUNCIL MEETING OF FEBRUARY 15, 2017

Dear Applicant:

The City Council at a regular meeting held on February 15, 2017 ***APPROVED*** a request for a Special Use Permit FOR A CAR WASH, FULL SERVICE at the southeast corner of Deer Springs Way and Hualapai Way (APNs 125-19-301-001, 002 and 010), C-1 (Limited Commercial) and R-E (Residence Estates) Zones [PROPOSED. C-1 (Limited Commercial)], Ward 6 (Ross) [PRJ-66309]

This approval is subject to the following conditions.

Planning

1 Conformance to all Minimum Requirements under LVMC Title 19 12 for a Car Wash, Full Service use.

2 Approval of a Rezoning (ZON-67938), and approval of and conformance to the Conditions of Approval for a Variance (VAR-66443), Special Use Permits (SUP-66445 and SUP-66446), Site Development Plan Review (SDR-66447), Vacation (VAC-67939) and a Tentative Map (TMP-67940) 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.

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711
cityoflasvegas
lasvegasnevada.gov

PRJ-75765
02/13/19

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6 All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

The Notice of Final Action was filed with the Las Vegas City Clerk on February 16, 2017

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:PL:clb

cc. Mr. Bob Gronauer
Kaempfer Crowell
1980 Festival Plaza Drive, Suite #650
Las Vegas, Nevada 89135

PRJ-75765
02/13/19

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
61

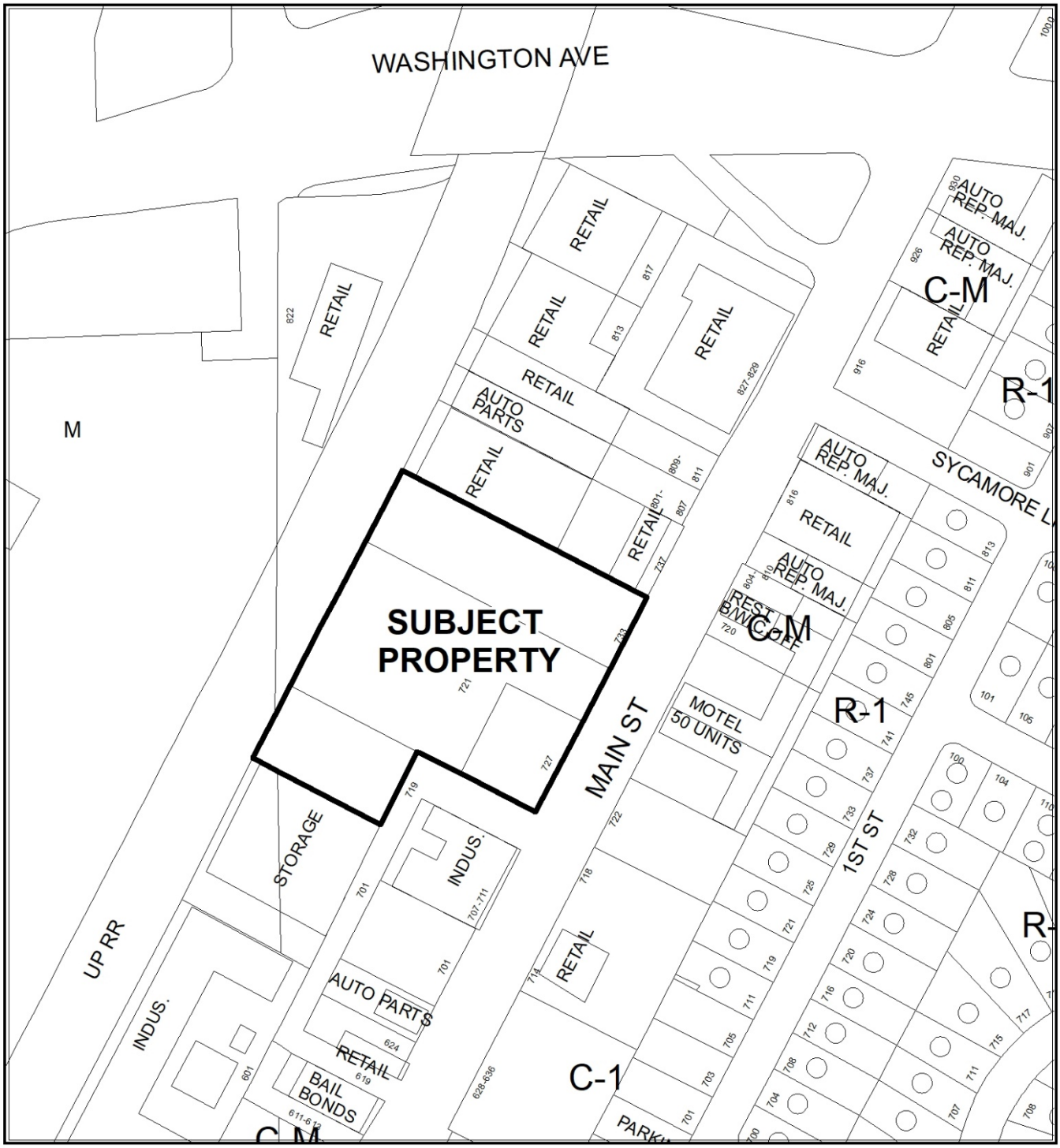
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-75842 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC. - For possible action on a request for an Extension of Time of an approved Variance (VAR-67919) TO ALLOW 166 PARKING SPACES WHERE 232 SPACES ARE REQUIRED AND TO ALLOW NO LOADING SPACES WHERE FOUR LOADING SPACES ARE REQUIRED on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue (APNs 139-27-702-009, 012, 013 and 015), M (Industrial) Zone, Ward 5 (Crear) [PRJ-75516]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps – EOT-75842, EOT-75843 and EOT-75844 [PRJ-75516]
2. Conditions and Staff Report – EOT-75842, EOT-75843 and EOT-75844 [PRJ-75516]
3. Supporting Documentation – EOT-75842, EOT-75843 and EOT-75844 [PRJ-75516]
4. Photo(s) – EOT-75842, EOT-75843 and EOT-75844 [PRJ-75516]
5. City Council Approval Letter – SDR-74080 [PRJ-73987]
6. Justification Letter – EOT-75842, EOT-75843 and EOT-75844 [PRJ-75516]



CASE: EOT-75842, EOT-75843 AND EOT-75844 (PRJ-75516)

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



CASE: **EOT-75842, EOT-75843 AND EOT-75844 (PRJ-75516)**

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

0 140 280 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-75842	Staff recommends APPROVAL, subject to conditions:	
EOT-75843	Staff recommends APPROVAL, subject to conditions:	EOT-75842
EOT-75844	Staff recommends APPROVAL, subject to conditions:	EOT-75842 EOT-75843

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

**** CONDITIONS ****

EOT-75842 CONDITIONS

Planning

1. This Variance (VAR-67919) shall expire 02/15/2021 unless another Extension of Time is approved by the City Council.

2. Conformance to the approved conditions for Variance (VAR-67919).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

EOT-75843 CONDITIONS

Planning

1. This Variance (VAR-67920) shall expire 02/15/21 unless another Extension of Time is approved by the City Council.

2. Conformance to the approved conditions for Variance (VAR-67920).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

EOT-75844 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-67921) shall expire 02/15/21 unless another Extension of Time is approved by the City Council.

2. Conformance to the approved conditions for Site Development Plan Review (SDR-67921).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting Extensions of Time for an approved Variance (VAR-67919) to allow 166 parking spaces where 232 spaces are required and to allow no loading spaces where four loading spaces are required, an approved Variance (VAR-67920) to allow a zero-foot side yard setback where 10 feet is required and an approved Site Development Plan Review (SDR-67921) for a proposed 69,500 square-foot office and warehouse complex with a Waiver to allow a zero-foot perimeter landscape buffer on portions of the west property line where eight feet is required on property located on the west side of Main Street, approximately 610 feet south of Washington Avenue.

ISSUES

- These are the first Extension of Time requests for the approved Variances and Site Development Plan Review related to a proposed office/warehouse complex.
- Civil improvement plans for this site have not been approved.
- Building permit applications are under review.
- A final subdivision map has been reviewed but has not been recorded.

ANALYSIS

The subject entitlements were approved by the City Council on 02/15/17. Since that time, the applicant has filed for final map technical review to combine all lots into a one-lot commercial subdivision and applied for building permits for the principal structure on the site. The subdivision map has not been recorded, nor have civil improvement plans been approved. According to the applicant's justification letter, the applicant is nearing completion of building permit review and needs additional time to complete the reviews and obtain building permits for construction.

A License Agreement between the City and the applicant was recorded in October 2016 that allows trees to be placed in grates within the Main Street public right-of-way. A site inspection verified that the trees and grates have been installed in the sidewalk near the curbline. Landscaping consisting of trees, shrubs and small rocks has been installed in a narrow strip behind the sidewalk along a wrought iron fence.

The site currently is unpaved and does not contain any buildings, but is used for outdoor storage and a contractor's storage yard. Although these uses are permitted as-of-right in the M (Industrial) zoning district, the minimum requirements for outdoor storage (referenced in Title 19.08.040(E)(4)(e)) are not being met, namely, the screening of storage areas from view from public streets by a solid structure of at least eight feet in height. Code Enforcement has been investigating the issue through Case #192801 since September 2018.

FINDINGS (EOT-75842) [VAR-67919]

The applicant has shown good cause for a two-year Extension of Time for the approved variance of parking standards, as building permits and civil improvement plans for this project are still being reviewed. Staff recommends approval.

FINDINGS (EOT-75843) [VAR-67920]

The applicant has shown good cause for a two-year Extension of Time for the approved variance of building setback standards, as building permits and civil improvement plans for this project are still being reviewed. Staff recommends approval.

FINDINGS (EOT-75844) [SDR-67921]

The applicant has shown good cause for a two-year Extension of Time for the approved Site Development Plan Review for the office/warehouse complex on this site, as building permits and civil improvement plans for this project are still being reviewed. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/01/03	The City Council approved a General Plan Amendment (GPA-2497) to amend the City of Las Vegas Downtown Development Plan Map of the Las Vegas Redevelopment Plan from Industrial to Commercial and Mixed Use for properties bounded by Charleston Boulevard to the north, 3rd Street to the east, Commerce Street to the west and Colorado Street to the south. The Planning Commission and staff recommended approval. The subject property was amended from Industrial to Commercial as part of this action.
01/25/16	A Code Enforcement Case (162652) was processed for trash and weeds at 719 North Main Street. The case was resolved 02/08/16.
09/13/16	Department of Planning staff administratively approved a Conditional Use Verification (CUV-66734) for an Auto Repair Garage, Minor use at 737 North Main Street, Suite #140.
	Department of Planning staff administratively approved a Conditional Use Verification (CUV-66735) for a Motor Vehicle Sales (Used) use at 737 North Main Street, Suite #140.
	Department of Planning staff administratively approved a Conditional Use Verification (CUV-66736) for a Motor Vehicle Sales (New) use at 737 North Main Street, Suite #140.
10/10/16	Department of Building and Safety staff administratively approved an Encroachment Agreement (64598) for sidewalk landscaping along Main Street adjacent to the subject site with trees, grates and irrigation. The agreement was recorded 10/11/16.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/15/17	The City Council approved a request for a General Plan Amendment (GPA-67918) from C (Commercial) to LI/R (Light Industry/Research) on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Variance (VAR-67919) to allow 166 parking spaces where 232 spaces are required and no loading spaces where four loading spaces are required on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a request for a Variance (VAR-67920) to allow a zero-foot side yard setback where 10 feet is required on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a request for a Site Development Plan Review (SDR-67921) for a proposed 69,500 square-foot office and warehouse complex with a Waiver to allow a zero-foot perimeter landscape buffer on portions of the west property line where eight feet is required on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a request for a Tentative Map (TMP-67921) for a one-lot commercial subdivision on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue. The Planning Commission recommended approval; staff recommended denial. The approval expires 02/15/21 if no Final Map over at least a portion of the site is recorded.
06/20/17	Department of Planning staff accepted for technical review a Final Map (FMP-71020) for a one-lot commercial subdivision (Downtown Business Park) on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue. This map has not been recorded.
03/13/18	A Code Enforcement Case (186662) was processed for inoperable vehicles parked along the west wall of the property at 733 North Main Street. The case was resolved 03/27/18.
09/06/18	A Code Enforcement Case (192801) was processed for storage of multiple inoperable vehicles without plates at 721 North Main Street. The case has not yet been resolved.

Most Recent Change of Ownership	
11/20/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/24/06	A building permit (58354) was issued for demolition of a warehouse at 719 North Main Street. A final inspection was not completed and the permit expired 09/06/06.
	A building permit (58355) was issued for demolition of a warehouse at 721 North Main Street. A final inspection was not completed and the permit expired 09/06/06.
	A building permit (58356) was issued for demolition of a warehouse at 723 North Main Street. A final inspection was not completed and the permit expired 09/06/06.
01/03/13	A temporary business license (C25-92208) was issued for a contractor at 737 North Main Street. The license was marked out of business on 03/03/14.
02/19/14	A business license (G62-02035) was issued for a contractor at 741 North Main Street, Suite #110. The license is active.
08/25/16	A Civil Improvement Permit (66453) was issued for landscaping in the sidewalk along Main Street. A final inspection has not been completed.
10/05/16	A business license (G64-06672) was issued for motorcycle/scooter sales and repair at 737 North Main Street, Suite #140. The license was marked out of business on 02/01/18.
05/18/17	A Plan Check Review (PRC-70299) was processed for review of three shell buildings and onsite improvements at 721 North Main Street. The review has not been completed.
05/23/17	Application was made for a building permit (C-342692) for a 15,300 square-foot grey shell building (Building A) at 721 North Main Street. A building permit has not been issued.
	Application was made for a building permit (C-342693) for a 15,300 square-foot grey shell building (Building B) at 721 North Main Street. A building permit has not been issued.
	Application was made for a building permit (C-342694) for a 15,300 square-foot grey shell building (Building C) at 721 North Main Street. A building permit has not been issued.
	Application was made for a building permit (C-342695) for onsite improvements and trash enclosures at 721 North Main Street. A building permit has not been issued.
05/30/17	Civil improvement plans for the subject site were processed by Department of Building and Safety staff. A permit has not been issued.
01/23/18	A business license (G65-09133) was issued for motor scooter rentals at 737 North Main Street, Suite #140. The license is active.
02/06/18	A business license (G66-00773) was issued for motor vehicle sales motorcycle/scooter sales and repair at 737 North Main Street, Suite #140. The license is active.
08/20/18	A business license (G66-04243) was issued for a tattoo shop at 737 North Main Street, Suite #140. The license is active.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
02/21/19	The site is undeveloped and currently being used as a storage yard for numerous vehicles and materials. Screening along Main Street consists of a wrought iron fence. Landscaping has been installed along the fence and in the sidewalk along Main Street.

Details of Application Request	
Site Area	
Net Acres	2.74

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Outdoor Storage Contractor's Plant, Shop & Storage Yard	LI/R (Light Industry/Research)	M (Industrial)
North	Auto Repair Garage, Minor Motor Vehicle Sales (New) Motor Vehicle Sales (Used) Office, Other Than Listed General Retail Store, Other Than Listed Tattoo Parlor/Body Piercing Studio	C (Commercial)	M (Industrial)
South	Warehouse/Distribution Center	C (Commercial)	M (Industrial)
East	Motel Restaurant General Retail Store	C (Commercial)	C-M (Commercial/Industrial)
	Undeveloped	MXU (Mixed Use)	C-1 (Limited Commercial)
West	UPRR Right-of-Way	Right-of-Way	Right-of-Way

Master Plan Areas	***Compliance***
Downtown North Plan	Y
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08 and the approved Site Development Plan Review (SDR-67921) for this site, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	119,354 SF	N/A
Min. Lot Width	100 Feet	350 Feet	Y
Min. Setbacks • Front • Side • Rear	 10 Feet 0 Feet* 0 Feet	 10 Feet 0 Feet 0 Feet	 Y Y Y
Max. Lot Coverage	N/A	45 %	N/A
Max. Building Height	N/A	4 Stories/ 59 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, Roofed	Y
Mech. Equipment	Screened	Parapet screened	Y

*A Variance (VAR-67920) was approved allowing a zero-foot side yard setback where 10 feet is required by Title 19.08.100.

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North	 1 Tree / 30 Linear Feet	 7 Trees	 10 Trees	 Y
• South (Industrial)	1 Tree / 30 Linear Feet	4 Trees	8 Trees	Y
• South (ROW)	1 Tree / 20 Linear Feet	5 Trees	0 Trees	N (sewer easement)
• East	1 Tree / 20 Linear Feet	15 Trees	17 Trees	Y
• West	1 Tree / 30 Linear Feet	6 Trees	0 Trees	N (no buffer)
TOTAL PERIMETER TREES		**37 Trees**	**35 Trees**	**N**

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	38 Trees	13 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N
• South (ROW)	10 Feet		13 Feet	Y
• South (Ind.)	8 Feet		10 Feet	Y
• East	10 Feet		10 Feet	Y
• West	8 Feet		0 Feet	N
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	N/A

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Main Street	Primary Arterial (Special Design)	Master Plan of Streets and Highways Map	85	N

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other Than Listed	32,000 SF (Bldg E)	1 space per 300 SF GFA	107				
Office, Other Than Listed (flex space)	37,500 SF (Bldgs A-D)	1 space per 300 SF GFA	125				
TOTAL SPACES REQUIRED			232		166		Y*
Regular and Handicap Spaces Required			225	7	159	7	Y*
Loading Spaces	69,500 SF	3 spaces, plus 1 per 100,000 SF over 50,000 SF	4		0		Y*
Percent Deviation			28%				

*A Variance (VAR-67919) was approved allowing 166 parking spaces where 232 spaces are required and to allow no loading spaces where four loading spaces are required.

SS

Waivers		
Requirement	***Request***	***Staff Recommendation***
8' perimeter landscape buffer along interior property lines	Zero feet on a portion of the west property line	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One parking lot tree per 6 uncovered spaces in islands, plus one tree at ends of parking rows (38 trees required)	To allow 13 parking lot trees	Denial
One 24" box tree per 20 linear feet adjacent to public rights-of-way (5 trees required on south side)	To allow zero trees along the south side adjacent to ROW	Approval

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Extension of Time

Project Address (Location) 721 Main Street

Project Name Downtown Business Park **Proposed Use**

Assessor's Parcel #(s) 139-27-702-009, 012, 013 & 015 **Ward #** 5

General Plan: Existing _____ Proposed _____ **Zoning:** Existing LI/R Proposed _____

Additional Information

Property Owner ROGERS CONRAD GROUP INC Contact Steve Palacios
Address 737 Main Street City Las Vegas State NV Zip 89101
E-mail stevepazcivil@aol.com Phone 702-787-6260

Applicant ROGERS CONRAD GROUP INC Contact Steve Palacios
Address 737 Main Street City Las Vegas State NV Zip 89101
E-mail stevepazcivil@aol.com Phone 702-787-6260

Representative DLC Consulting Contact Landon Christopherson
Address 2885 E. Quail Avenue City Las Vegas State NV Zip 89120
E-mail Lchristopherson@novusvi.com Phone 702-521-7021

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature Steven Rogers Conrad
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

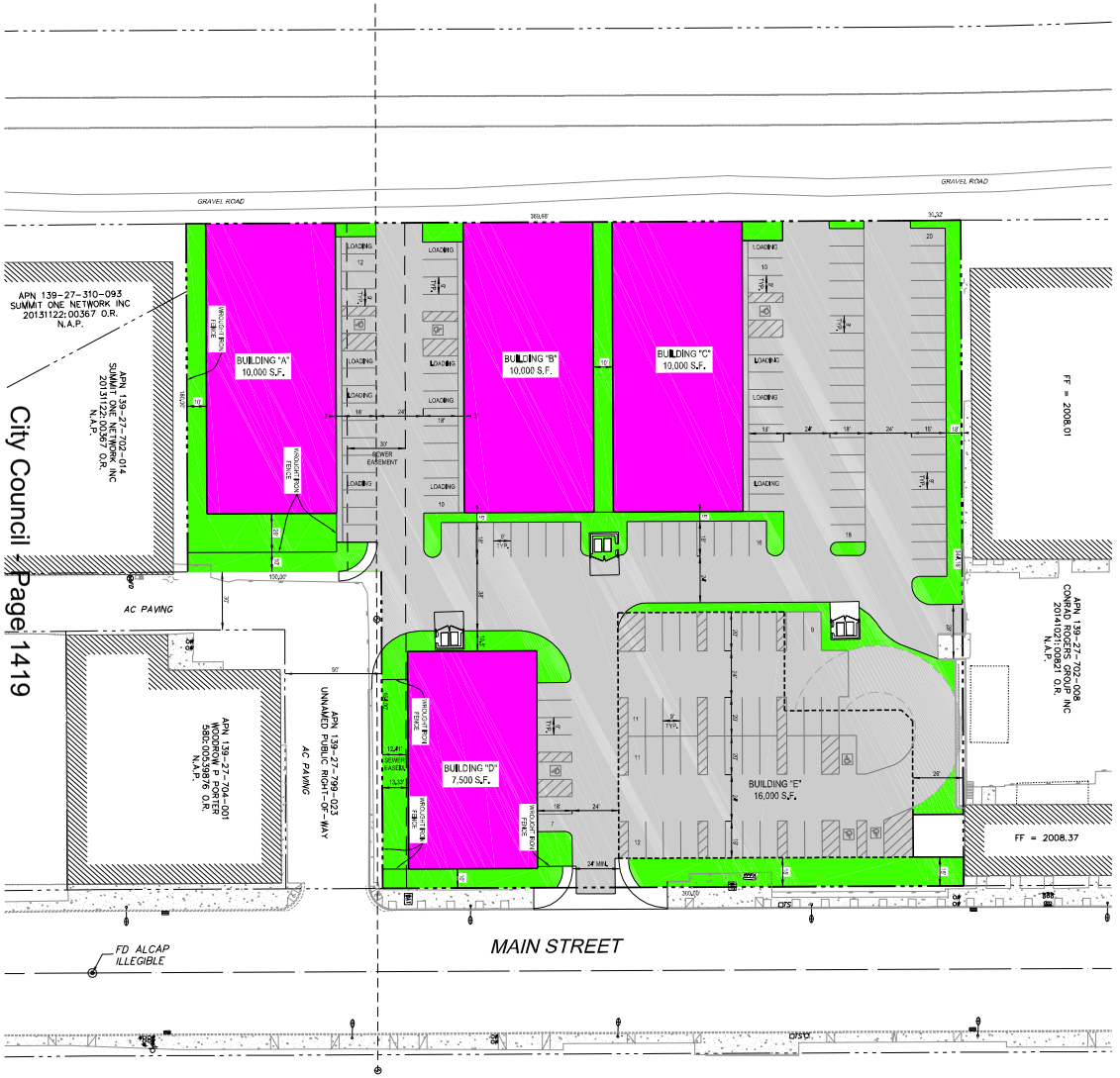
Print Name Steven Palacios

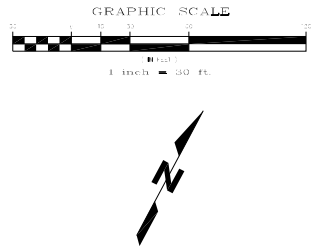
Subscribed and sworn before me
This 2nd day of January, 20 19

Clark NV
Notary Public in and for said County and State

exp 2020
GLYNDA HIRSCH
Notary Public State of Nevada
No. 16-3452-1
My appt. exp. Aug 15, 2020

PRJ-75516
02/19/19





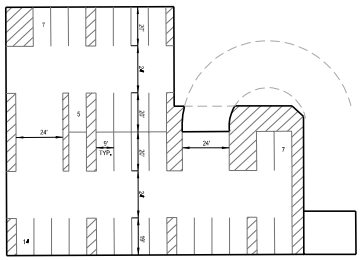
LEGEND AND ABBREVIATIONS

EXISTING		PROPOSED
	PARCEL BOUNDARY	
	CENTERLINE	
	PROPERTY LINE	
	EDGE OF PAVEMENT	
1234	CONTOUR W/ ELEVATION	
	CURB & GUTTER	
(X.XX%) TC (FF = 52.08)	EXISTING ELEVATIONS FINISHED FLOOR	X.XX% TC FF = 52.08
	CHAIN LINK FENCE	
(X.X%)	PROPOSED SLOPE	X.X%
	FIRE HYDRANT	

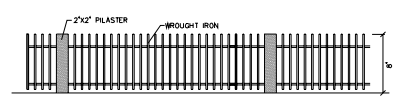
HATCH LEGEND

- BUILDING
- LANDSCAPE HATCH
- PAVEMENT HATCH

TRASH ENCLOSURE SHALL CONFORM TO TITLE 19 REQUIREMENTS



SECOND FLOOR PARKING LAYOUT



TYPICAL PERIMETER FENCE

OWNER

ROGERS CONRAD GROUP INC
737 MAIN ST
LAS VEGAS, NV 89101

STORM DRAIN:
THERE IS NO EXISTING STORM DRAIN ADJACENT TO THE PROPERTY. NO STORM DRAIN IS BEING PROPOSED AS PART OF THIS PROJECT.

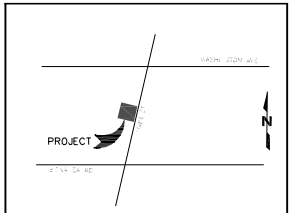
UTILITY RIGHT-OF-WAY/EASEMENTS NOTE:
THERE ARE NO UTILITY RIGHT-OF-WAY OR EASEMENTS LOCATED ON THE PROPERTY.

DRAINAGE/IRRIGATION NOTE:
THIS PROPERTY IS NOT LOCATED IN THE 100-YEAR FLOOD ZONE. THERE ARE NO IRRIGATION OR DRAINAGE EASEMENTS ON THE PROPERTY.

LANDSCAPE/RESERVATIONS NOTE:
ALL COMMON AREA LANDSCAPE WILL BE MAINTAINED BY A LANDSCAPE MAINTENANCE ASSOCIATION. THERE ARE NO RESERVATIONS FOR PARKS, SCHOOLS OR OTHER PUBLIC USES.

PROJECT DATA

ASSESSOR NO:	139-27-702-009, 012, 013 & 015
ACREAGE:	2.74 +/- NET ACRES 2.74 +/- GROSS ACRES
BUILDING FOOTPRINT:	53,500 S.F.
BUILDING TOTAL:	69,500 S.F.
LOT COVERAGE:	44.8% COVERAGE
ZONING:	EXISTING: C PROPOSED: LI/R
PARKING: REQUIRED	WAREHOUSE (1 PER 1,000 SF) 18,750 SF = 19 SPACES OFFICE IN WAREHOUSE (1 PER 300 SF) 37,500 SF= 125 SPACES OFFICE (2.85 PER 1000 SF) 32,000 SF = 107 SPACES (WORST CASE) REQUIRED: 232 SPACES, 7 H.C. PROVIDED: 166 SPACES, 7 H.C. - 15 LOADING
MINIMUM SETBACKS:	FRONT - 10' SIDE - 10' REAR - 0'



VICINITY MAP
NOT TO SCALE

#	DATE / DESCRIPTION

ENGINEER'S SEAL:
REGISTERED PROFESSIONAL ENGINEER
LEONARD L. CHRISTOPHERSON
EXP. 12/31/14
CIVIL
STATE OF NEVADA
No. 15257

ENGINEER:
BLC CONSULTING
DEVELOPMENT | LAND ANALYSIS | CONSTRUCTION
2950 N. GREEN VALLEY PARKWAY, SUITE 213
HENDERSON, NEVADA 89014
PHONE: 702-524-7021

CLIENT:
ROGERS CONRAD GROUP INC
737 MAIN ST
LAS VEGAS, NV 89101

PROJECT:
DOWNTOWN BUSINESS PARK
721 N. MAIN STREET
LAS VEGAS, NV 89101
APN: 139-27-702-009, 012, 013 & 015

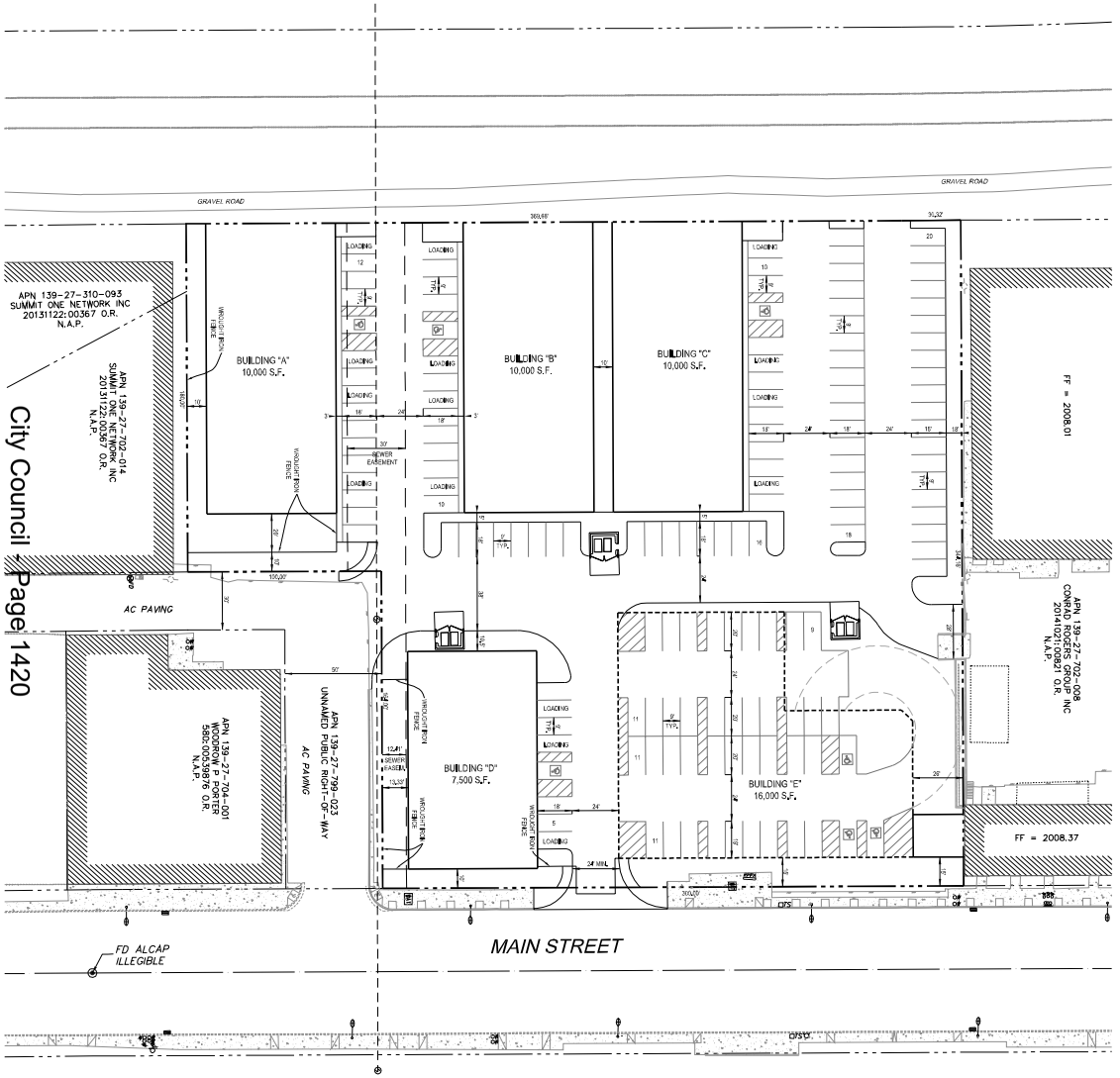
SHEET TITLE:
SITE PLAN

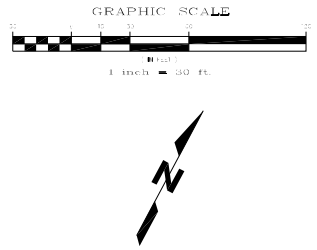
DATE:
NOV. 13, 2016

SCALE:
1"=30'

SHEET NUMBER:
1 OF 1

City Council - Page 1419





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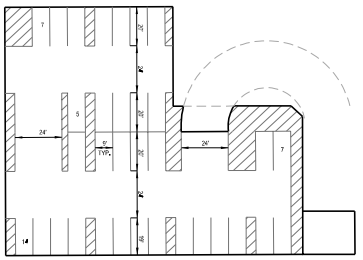

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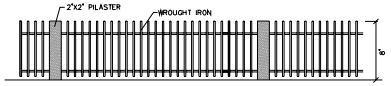

TYPICAL PERIMETER FENCE

LEGEND AND ABBREVIATIONS

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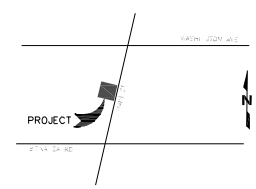

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1"=30'

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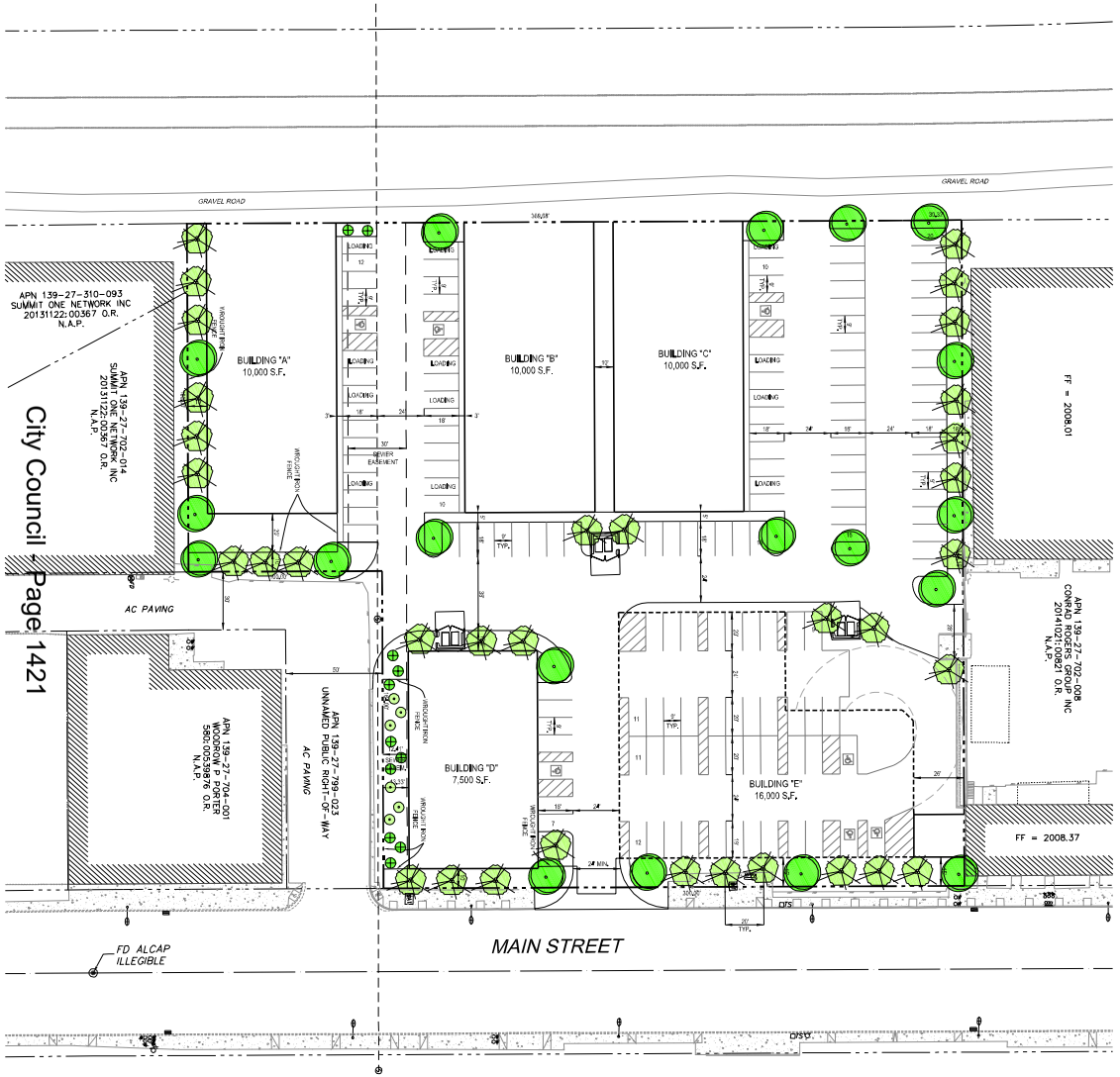

GRAPHIC SCALE

1 inch = 30 ft.

LEGEND AND ABBREVIATIONS

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	CHAIN LINK FENCE	
(X.X%)	PROPOSED SLOPE	X.X%
	FIRE HYDRANT	

OWNER

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LAS VEGAS, NV 89101

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THERE IS NO EXISTING STORM DRAIN ADJACENT TO THE PROPERTY. NO STORM DRAIN IS BEING PROPOSED AS PART OF THIS PROJECT.

UTILITY RIGHT-OF-WAY/EASEMENTS NOTE:
THERE ARE NO UTILITY RIGHT-OF-WAY OR EASEMENTS LOCATED ON THE PROPERTY.

DRAINAGE/IRRIGATION NOTE:
THIS PROPERTY IS NOT LOCATED IN THE 100-YEAR FLOOD ZONE. THERE ARE NO IRRIGATION OR DRAINAGE EASEMENTS ON THE PROPERTY.

LANDSCAPE/RESERVATIONS NOTE:
ALL COMMON AREA LANDSCAPE WILL BE MAINTAINED BY A LANDSCAPE MAINTENANCE ASSOCIATION. THERE ARE NO RESERVATIONS FOR PARKS, SCHOOLS OR OTHER PUBLIC USES.

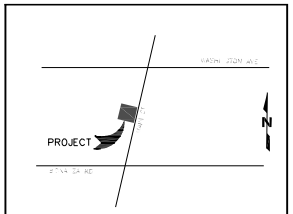
PLANT LIST:

NUMBER OF PLANTS	SYMBOL	BOTANICAL NAME - COMMON NAME	SIZE
28		RHUS LANCEA - African Sumac	14- 24" BOX 10- 15 GALLON
24		Shoestring Acacia	13- 24" BOX 11- 15 GALLON
		LANTANA HYBRID "NEW GOLD" - Yellow Trailing Lantana	5 GALLON
		Cistus purpureus - Purple Rockrose	5 GALLON
		OPHIOPOGON JAPONICUS - Mondon Grass	5 GALLON
		Pyracantha coccinea - Scarlet Firethorn	5 GALLON

ALL SHRUBS/GROUND COVER SHALL CONFORM TO TITLE 19 REQUIREMENTS

PROJECT DATA

ASSESSOR NO:	139-27-702-009, 012, 013 & 015
ACREAGE:	2.74 +/- NET ACRES 2.74 +/- GROSS ACRES
BUILDING FOOTPRINT:	53,500 S.F.
BUILDING TOTAL:	69,500 S.F.
LOT COVERAGE:	44.8% COVERAGE
ZONING:	EXISTING: C PROPOSED: LI/R
PARKING: REQUIRED	WAREHOUSE (1 PER 1,000 SF) 18,750 SF = 19 SPACES OFFICE IN WAREHOUSE (1 PER 300 SF) 37,500 SF= 125 SPACES OFFICE (2.85 PER 1000 SF) 32,000 SF = 107 SPACES
	(WORST CASE) REQUIRED: 232 SPACES, 7 H.C.
	PROVIDED: 166 SPACES, 7 H.C. - 15 LOADING
MINIMUM SETBACKS:	FRONT - 10' SIDE - 10' REAR - 0'



VICINITY MAP

NOT TO SCALE

#	DATE / DESCRIPTION

ENGINEER'S SEAL:
REGISTERED PROFESSIONAL ENGINEER
LEONARD L. CHRISTOPHERSON
EXP. 12/31/14
CIVIL
No. 15257
STATE OF NEVADA

ENGINEER:
CONSULTING
DEVELOPMENT LAND ANALYSIS | CONSTRUCTION
2960 N. GREEN VALLEY PARKWAY, SUITE 213
HENDERSON, NEVADA 89014
PHONE: 702-524-7021

CLIENT:
ROGERS CONRAD GROUP INC
737 MAIN ST
LAS VEGAS, NV 89101

PROJECT:
DOWNTOWN BUSINESS PARK
721 N. MAIN STREET
LAS VEGAS, NV 89101
APN: 139-27-702-009, 012, 013 & 015

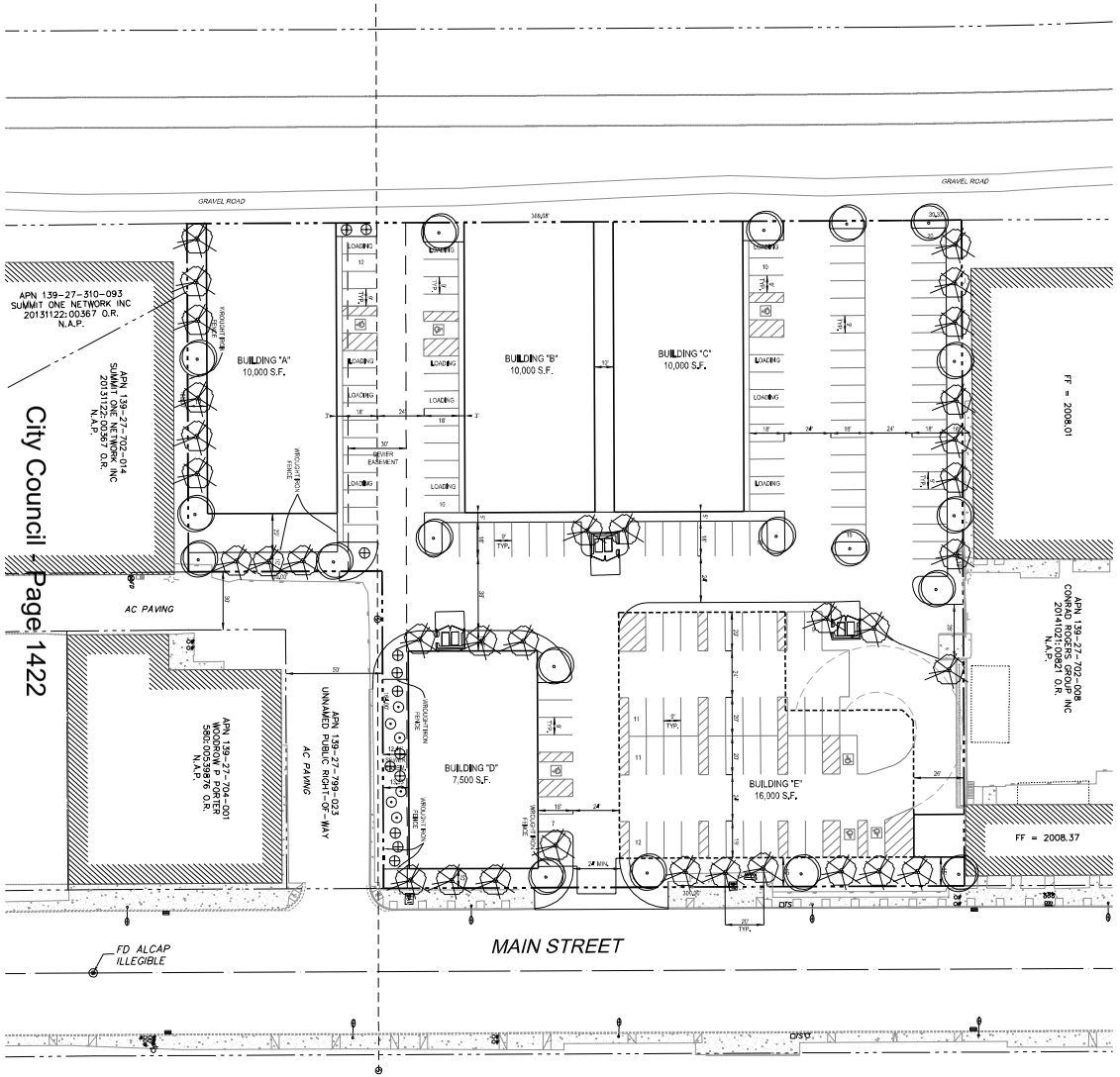
SHEET TITLE:
LANDSCAPE PLAN

DATE:
NOV. 13, 2016

SCALE:
1"=30'

SHEET NUMBER:
1 OF 1

DRAWING:



City Council - Page 1422

GRAPHIC SCALE

1 inch = 30 ft.

LEGEND AND ABBREVIATIONS

EXISTING		PROPOSED
	PARCEL BOUNDARY	
	CENTERLINE	
	PROPERTY LINE	
	EDGE OF PAVEMENT	
1234	CONTOUR W/ ELEVATION	
	CURB & GUTTER	
(X.XX%) TC (FF = 52.08)	EXISTING ELEVATIONS FINISHED FLOOR	X.XX% TC FF = 52.08
	CHAIN LINK FENCE	
(X.X%)	PROPOSED SLOPE	X.X%
	FIRE HYDRANT	

OWNER

ROGERS CONRAD GROUP INC
737 MAIN ST
LAS VEGAS, NV 89101

STORM DRAIN:
THERE IS NO EXISTING STORM DRAIN ADJACENT TO THE PROPERTY. NO STORM DRAIN IS BEING PROPOSED AS PART OF THIS PROJECT.

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ALL SHRUBS/GROUND COVER SHALL CONFORM TO TITLE 19 REQUIREMENTS

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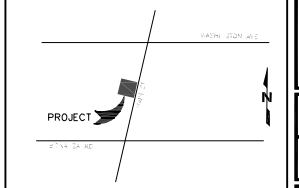


VICINITY MAP

NOT TO SCALE

#	DATE / DESCRIPTION

ENGINEER'S SEAL:

REGISTERED PROFESSIONAL ENGINEER
LEONARD L. CHRISTOTHERSON
EXP. 12/31/14
CIVIL
No. 15257
STATE OF NEVADA

ENGINEER:

PLC CONSULTING
DEVELOPMENT LAND ANALYSIS | CONSTRUCTION
2960 N. GREEN VALLEY PARKWAY, SUITE 213
HENDERSON, NEVADA 89014
PHONE: 702-524-7021

CLIENT:

ROGERS CONRAD GROUP INC
737 MAIN ST
LAS VEGAS, NV 89101

PROJECT:

DOWNTOWN BUSINESS PARK
721 N. MAIN STREET
LAS VEGAS, NV 89101
APN: 139-27-702-009, 012, 013 & 015

SHEET TITLE:

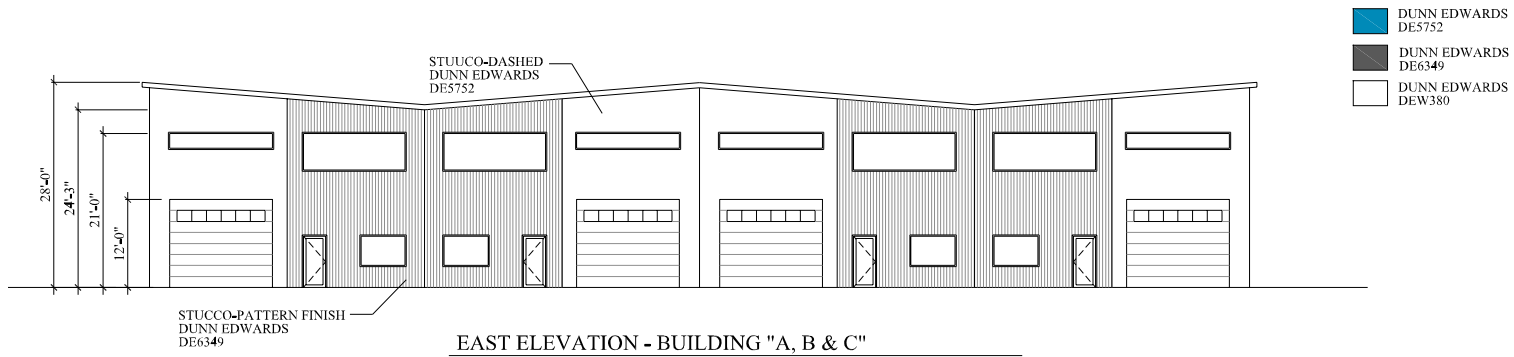
LANDSCAPE PLAN

DATE: NOV. 13, 2016

SCALE: 1"=30'

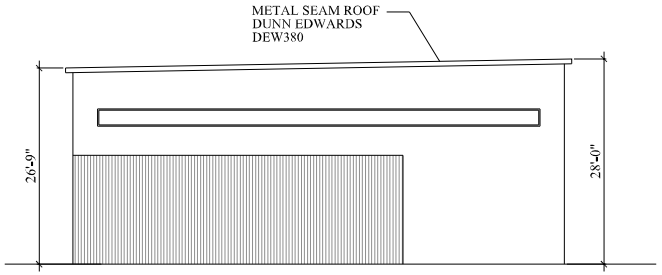
SHEET NUMBER: 1 OF 1

DRAWING:



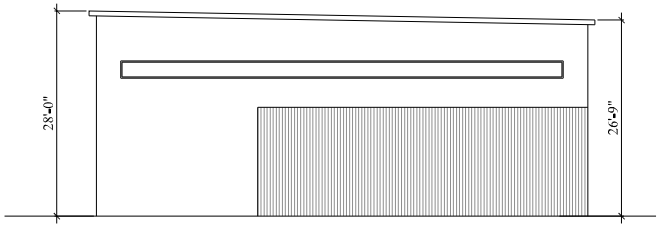
EAST ELEVATION - BUILDING "A, B & C"

SCALE 1/8" = 1'



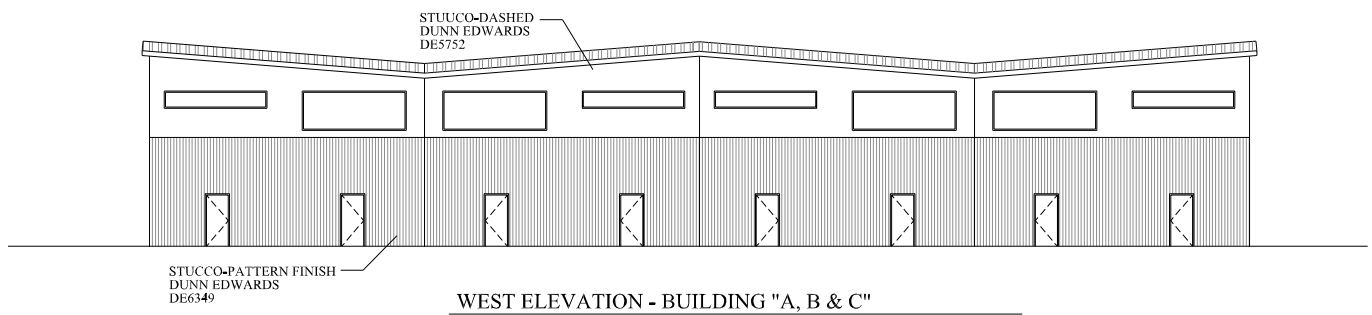
SOUTH ELEVATION - BUILDING "A, B & C"

SCALE 1/8" = 1'



NORTH ELEVATION - BUILDING "A, B & C"

SCALE 1/8" = 1'



WEST ELEVATION - BUILDING "A, B & C"

SCALE 1/8" = 1'

#	DATE / DESCRIPTION

ENGINEER'S SEAL:

REGISTERED PROFESSIONAL ENGINEER
LEONARD L. CHRISTOPHERSON
EXP. 12/31/14
CIVIL
No. 15257
STATE OF NEVADA

PRJ-75516
12/19/19

ENGINEER:

CONSULTING
DEVELOPMENT LAND ANALYSIS | CONSTRUCTION
2362 N. GREEN VALLEY PARKWAY, SUITE 216
HENDERSON, NEVADA 89014
PHONE: 702-272-7021

CLIENT:

PROJECT:

DOWNTOWN BUSSINESS PARK
721 N. MAIN STREET
LAS VEGAS, NV 89101
APN: 139-27-702-009, 012, 013 & 015

SHEET TITLE:

ELEVATIONS BUILDING "A, B & C"

DATE:

NOV. 15, 2016

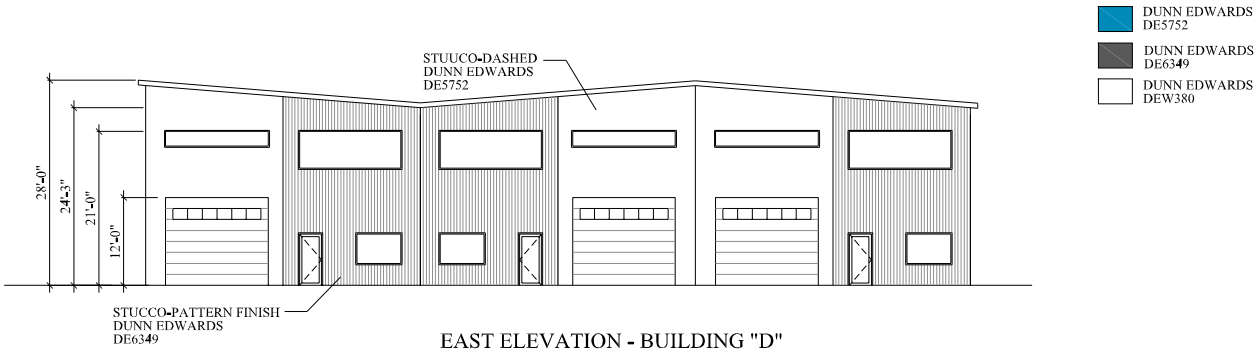
SCALE:

1/8" = 1'

SHEET NUMBER:

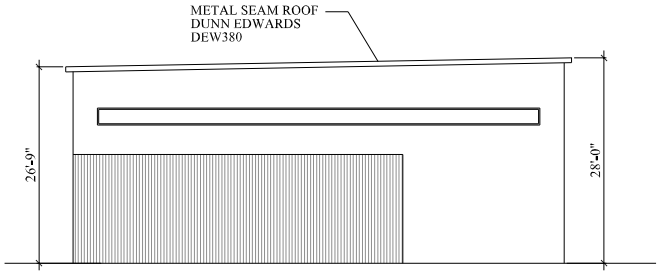
A - 2.0

DRAWING:



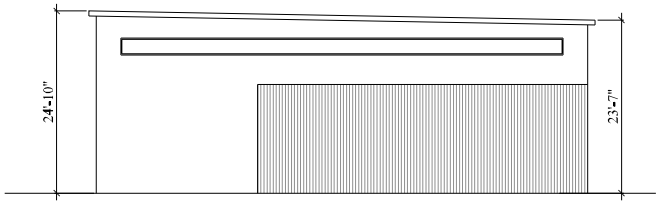
EAST ELEVATION - BUILDING "D"

SCALE 1/8" = 1'



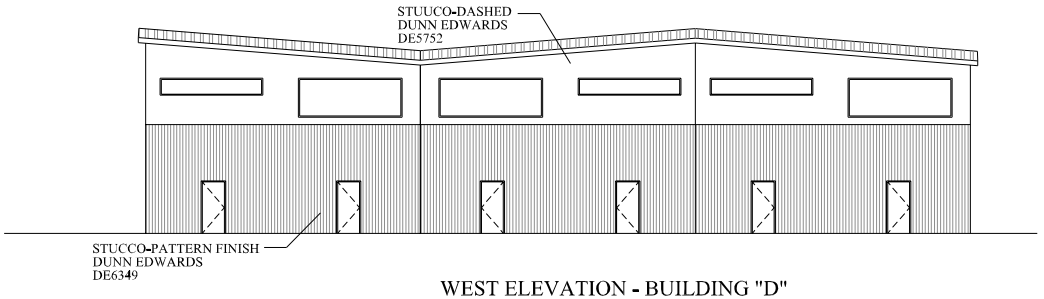
SOUTH ELEVATION - BUILDING "D"

SCALE 1/8" = 1'



NORTH ELEVATION - BUILDING "D"

SCALE 1/8" = 1'



WEST ELEVATION - BUILDING "D"

SCALE 1/8" = 1'

#	DATE / DESCRIPTION

ENGINEER'S SEAL:

REGISTERED PROFESSIONAL ENGINEER-STATE OF NEVADA
LEONARD L. CHRISTOPHERSON
EXP. 12/31/14
CIVIL
No. 15257

PROJ-75516
12/19/19

ENGINEER:

CONSULTING
DEVELOPMENT LAND ANALYSIS CONSTRUCTION
2362 N. GREEN VALLEY PARKWAY, SUITE 216
HENDERSON, NEVADA 89014
PHONE: 702-272-7021

CLIENT:

PROJECT:

DOWNTOWN BUSSINESS PARK
721 N. MAIN STREET
LAS VEGAS, NV 89101
APN: 139-27-702-009, 012, 013 & 015

SHEET TITLE:

ELEVATIONS BUILDING "D"

DATE:

NOV. 15, 2016

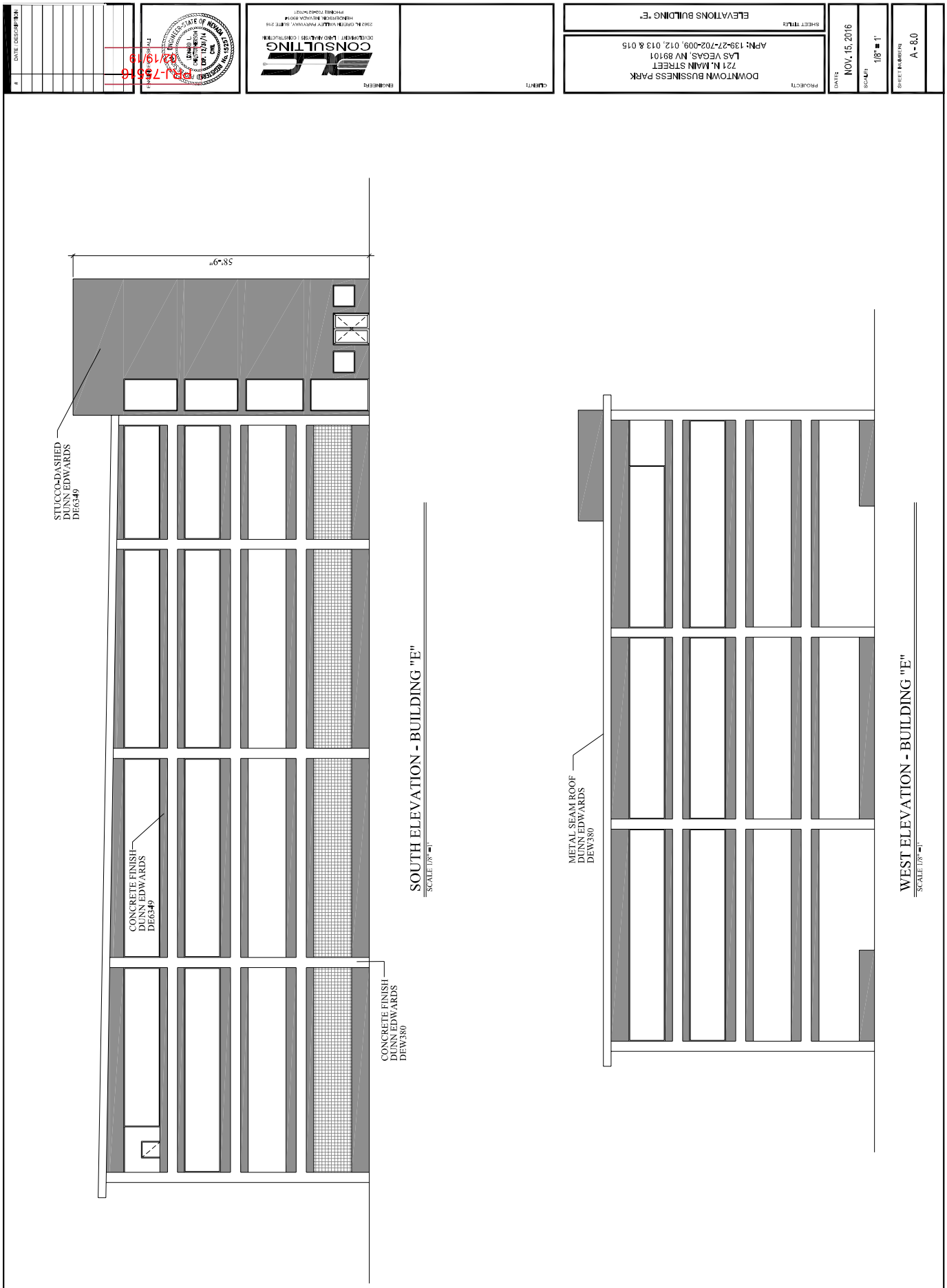
SCALE:

1/8" = 1'

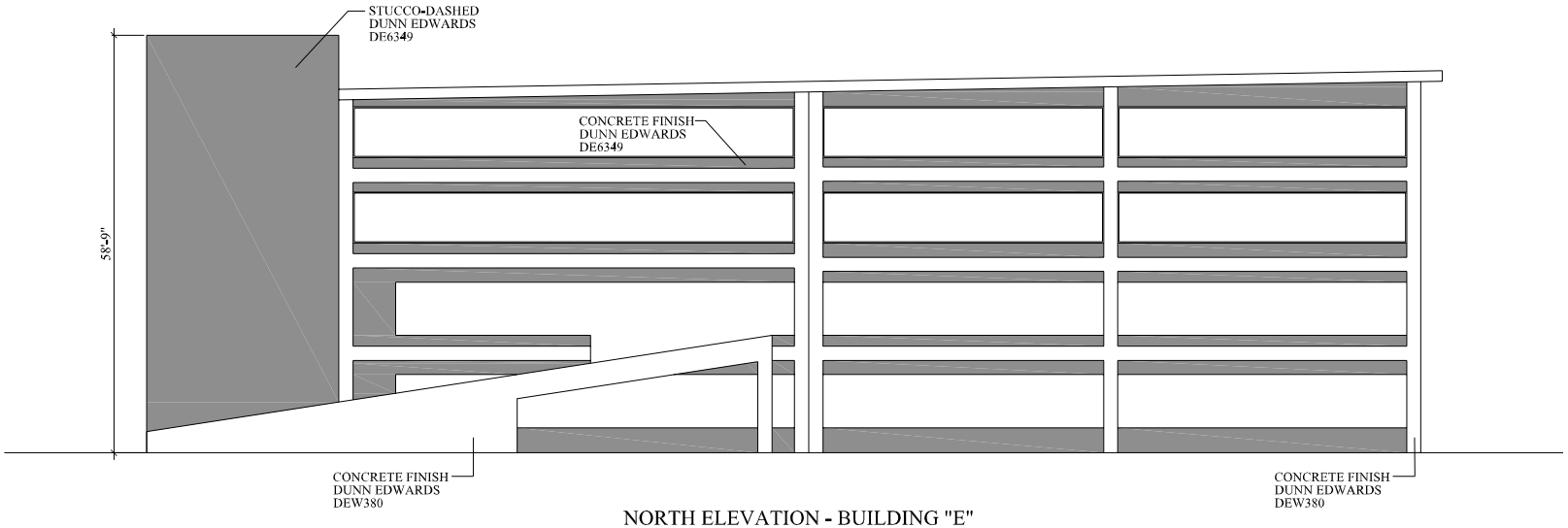
SHEET NUMBER:

A - 4.0

DRAWING:

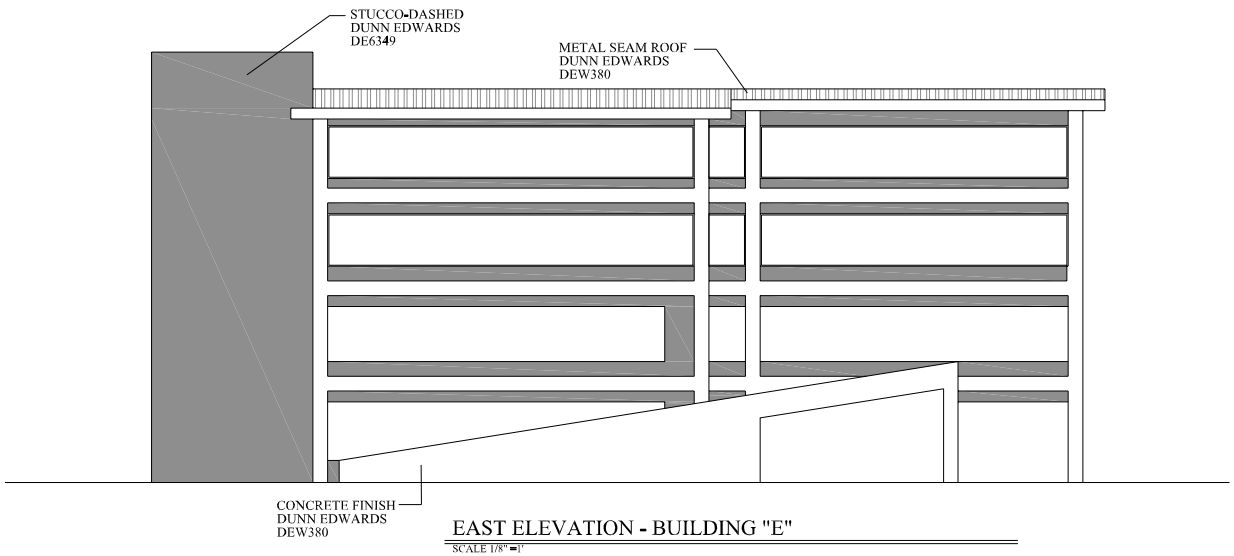


DATE | DESCRIPTION
#
PRJ-75516
12/19/19
ENGINEER
CONSULTING
DEVELOPMENT | LAND ANALYSIS | CONSTRUCTION
2362 N. GREEN VALLEY PARKWAY, SUITE 216
HENDERSON, NEVADA 89014
PHONE: 702-621-7021
CLIENT:
PROJECT:
DOWNTOWN BUSSINESS PARK
721 N. MAIN STREET
LAS VEGAS, NV 89101
APN: 139-27-702-009, 012, 013 & 015
SHEET TITLE:
ELEVATIONS BUILDING "E"
DATE:
NOV. 15, 2016
SCALE:
1/8" = 1'
SHEET NUMBER:
A - 8.0
58'-9"
STUCCO-DASHED
DUNN EDWARDS
DE6349
CONCRETE FINISH
DUNN EDWARDS
DE6349
CONCRETE FINISH
DUNN EDWARDS
DEW380
SOUTH ELEVATION - BUILDING "E"
SCALE 1/8" = 1'
METAL SEAM ROOF
DUNN EDWARDS
DEW380
WEST ELEVATION - BUILDING "E"
SCALE 1/8" = 1'



NORTH ELEVATION - BUILDING "E"

SCALE 1/8" = 1'



EAST ELEVATION - BUILDING "E"

SCALE 1/8" = 1'

#	DATE / DESCRIPTION

ENGINEER'S SEAL:

REGISTERED PROFESSIONAL ENGINEER - STATE OF NEVADA
LEONARD L. CHRISTOPHERSON
EXP. 12/31/14
CIVIL
No. 15257

PRJ-7516
12/19/19

ENGINEER:

CONSULTING
DEVELOPMENT LAND ANALYSIS CONSTRUCTION
2362 N. GREEN VALLEY PARKWAY, SUITE 216
HENDERSON, NEVADA 89014
PHONE: 702-32-7021

CLIENT:

PROJECT:
DOWNTOWN BUSSINESS PARK
721 N. MAIN STREET
LAS VEGAS, NV 89101
APN: 139-27-702-009, 012, 013 & 015

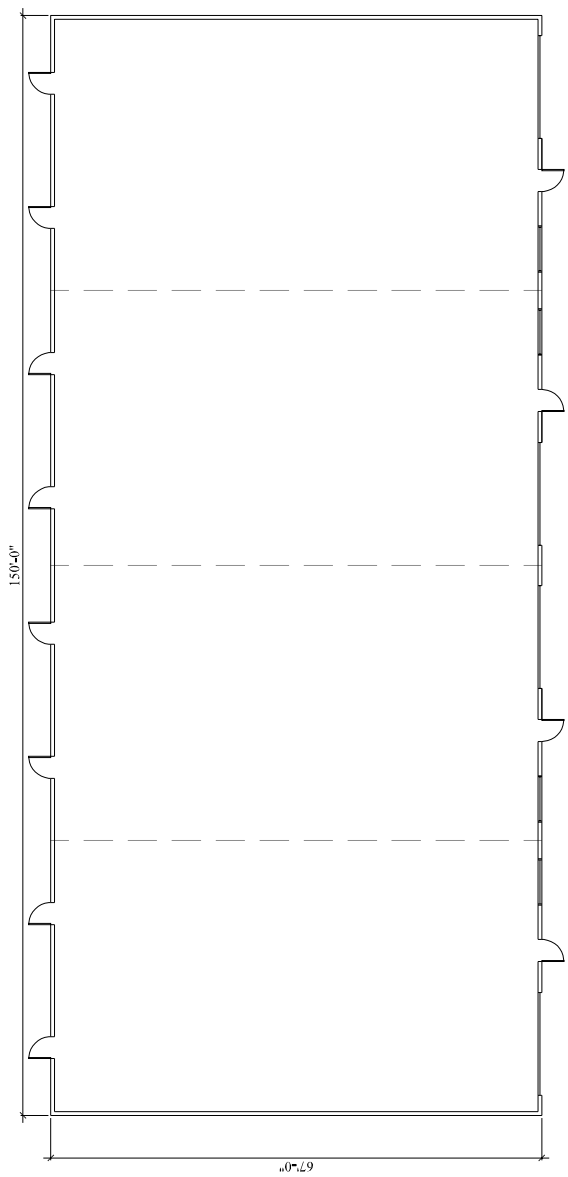
SHEET TITLE:
ELEVATIONS BUILDING "E"

DATE:
NOV. 15, 2016

SCALE:
1/8" = 1'

SHEET NUMBER:
A - 9.0

DRAWING:



FLOOR PLAN - BUILDING "A, B & C"

SCALE 1/8" = 1'

#	DATE	DESCRIPTION

PRJ-75516
12/19/19

ENGINEER:
CONSULTING
DEVELOPMENT | LAND ANALYSIS | CONSTRUCTION
2362 N. GREEN VALLEY PARKWAY, SUITE 216
HENDERSON, NEVADA 89014
PHONE: 702-621-7021

CLIENT:

PROJECT:
DOWNTOWN BUSSINESS PARK
721 N. MAIN STREET
LAS VEGAS, NV 89101
APN: 139-27-702-009, 012, 013 & 015

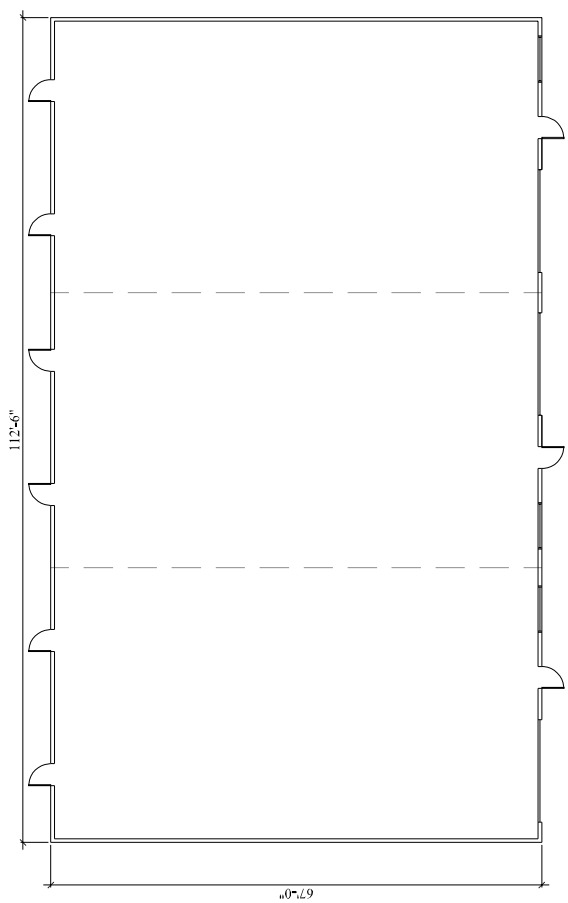
SHEET TITLE:
FLOOR PLAN BUILDING "A, B & C"

DATE: NOV. 15, 2016

SCALE: 1/8" = 1'

SHEET NUMBER: A - 1.0

DRAWING:



FLOOR PLAN - BUILDING "D"

SCALE 1/8" = 1'

#	DATE	DESCRIPTION

PRJ-75516
12/19/19

ENGINEER:
CONSULTING
DEVELOPMENT | LAND ANALYSIS | CONSTRUCTION
2362 N. GREEN VALLEY PARKWAY, SUITE 216
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PHONE: 702-621-7021

CLIENT:

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APN: 139-27-702-009, 012, 013 & 015

SHEET TITLE:
FLOOR PLAN BUILDING "D"

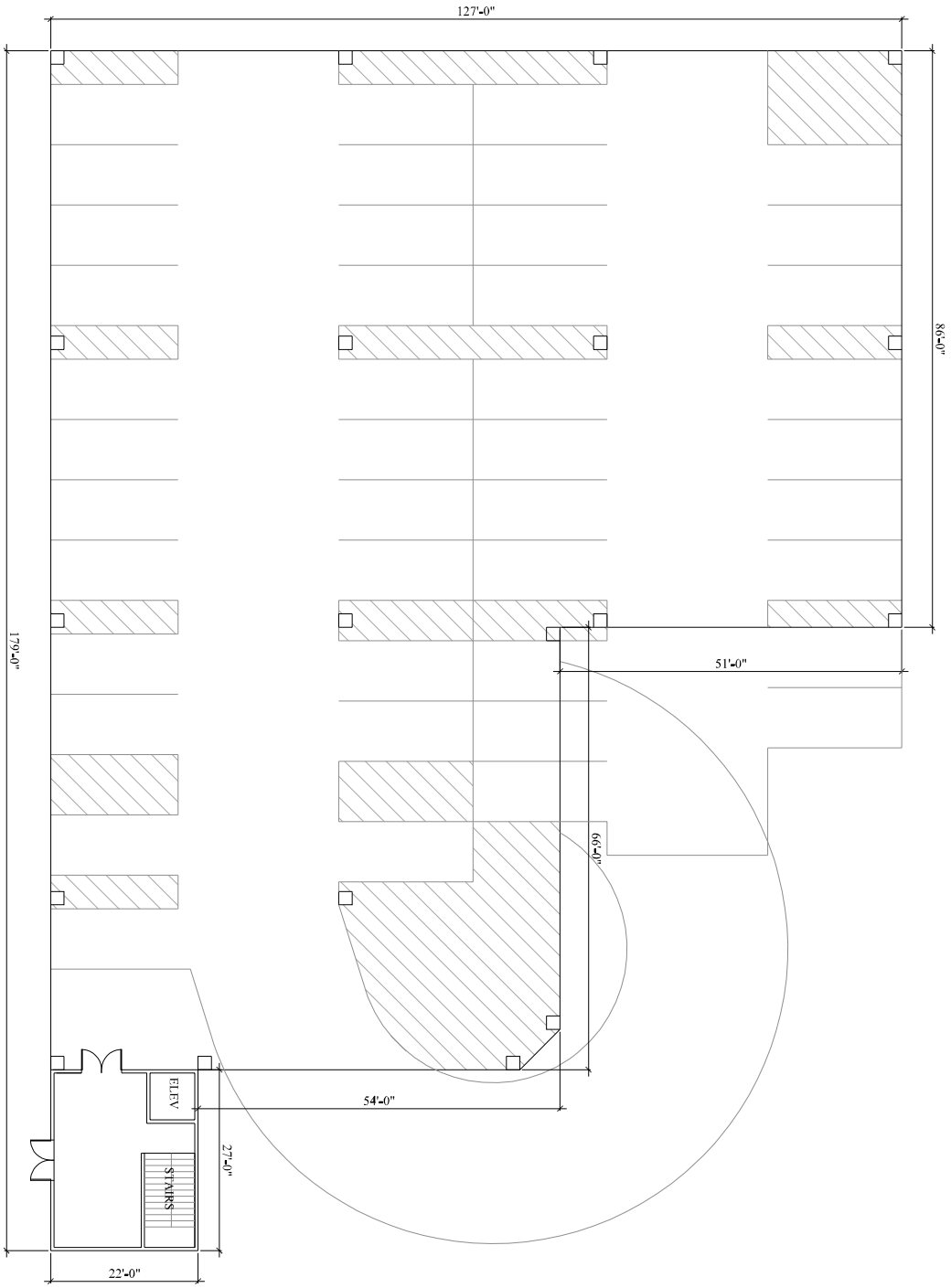
DATE: NOV. 15, 2016

SCALE: 1/8" = 1'

SHEET NUMBER: A - 3.0

DRAWING:

City Council - Page 1429



FIRST FLOOR PLAN - BUILDING "E"

SCALE 1/8"=1'

SHEET NUMBER: A - 5.0	SCALE: 1/8" = 1'	DATE: NOV. 15, 2016	PROJECT: DOWNTOWN BUSSINESS PARK 721 N. MAIN STREET LAS VEGAS, NV 89101 APN: 139-27-702-009, 012, 013 & 015
			SHEET TITLE: FLOOR PLAN BUILDING "E"

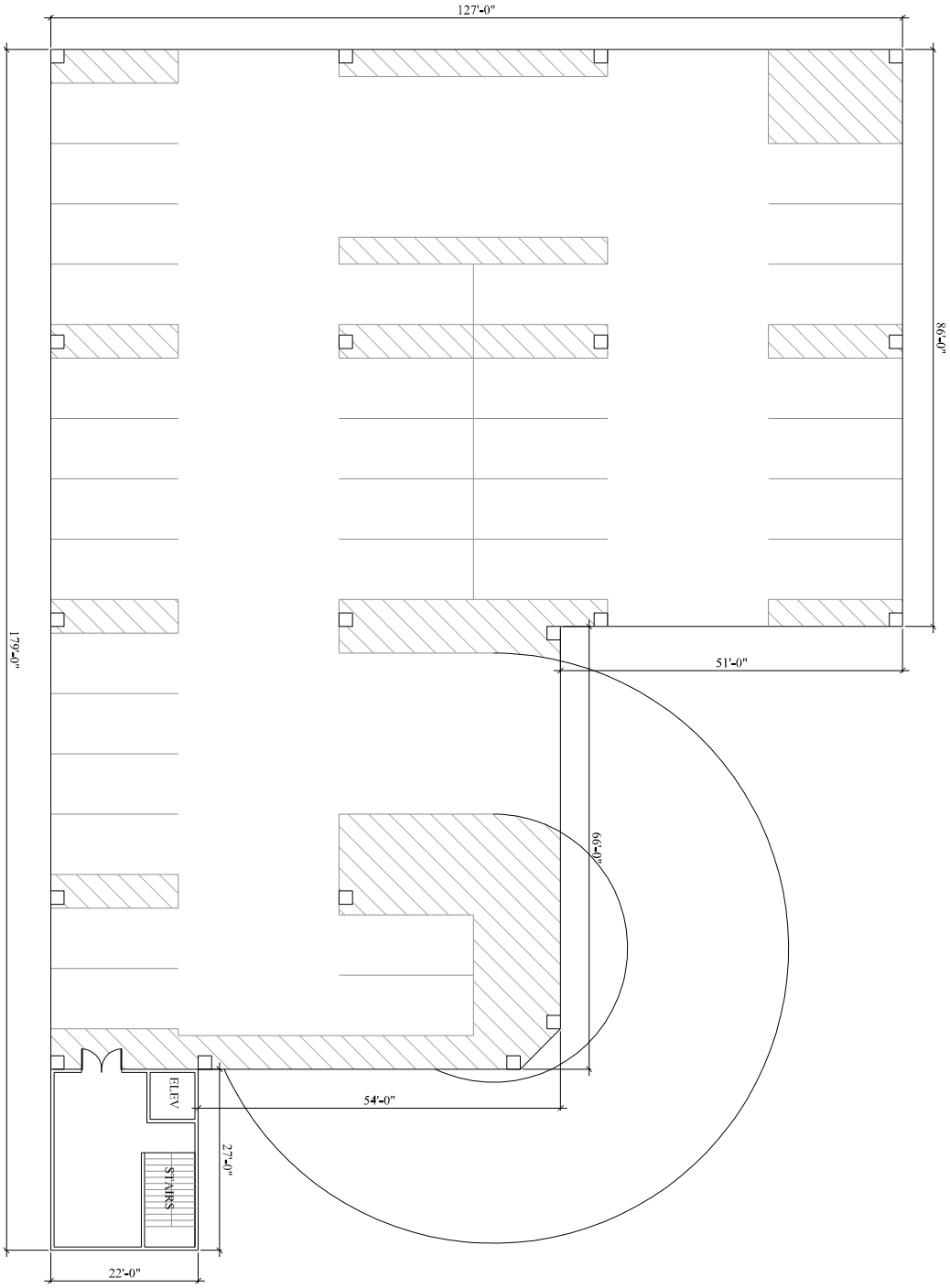
CLIENT:

ENGINEER:
CONSULTING
DEVELOPMENT | LAND ANALYSIS | CONSTRUCTION
2362 N. GREEN VALLEY PARKWAY, SUITE 216
HENDERSON, NEVADA 89014
PHONE: 702-947-7021

PRJ-75516
12/19/19

#	DATE	DESCRIPTION

City Council - Page 1430



SECOND FLOOR PLAN - BUILDING "E"

SCALE: 1/8" = 1'

PROJECT:
DOWNTOWN BUSSINESS PARK
721 N. MAIN STREET
LAS VEGAS, NV 89101
APN: 139-27-702-009, 012, 013 & 015

SHEET TITLE:
FLOOR PLAN BUILDING "E"

CLIENT:

ENGINEER:
CONSULTING
DEVELOPMENT | LAND ANALYSIS | CONSTRUCTION
2362 N. GREEN VALLEY PARKWAY, SUITE 216
HENDERSON, NEVADA 89014
PHONE: 702-947-7021

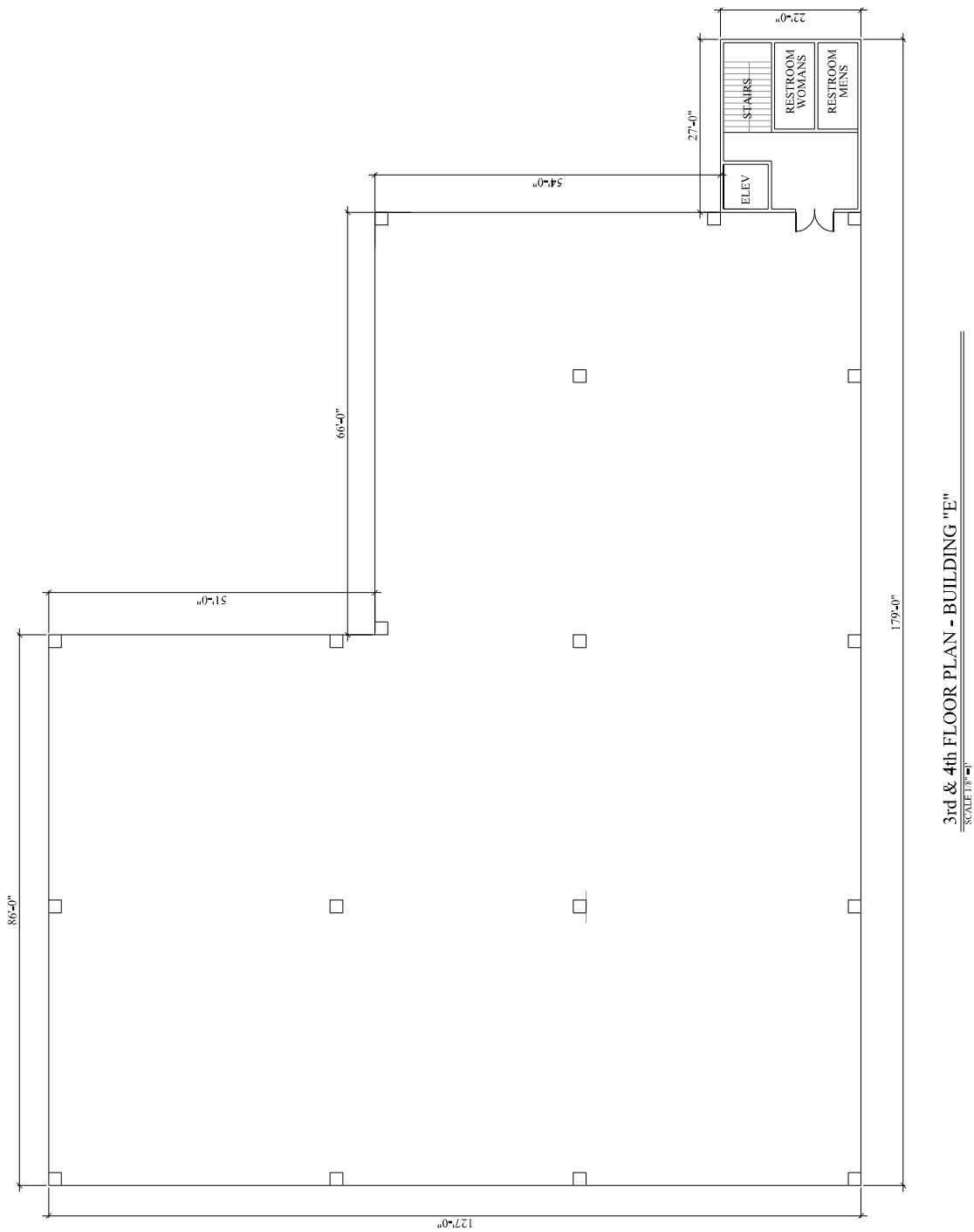
PRJ-75516
12/19/19

SHEET NUMBER: A - 6.0
SCALE: 1/8" = 1'
DATE: NOV. 15, 2016

DATE DESCRIPTION



DATE: NOV. 15, 2016
SCALE: 1/8" = 1'
SHEET NUMBER: A - 7.0
PROJECT: DOWNTOWN BUSSINESS PARK
721 N. MAIN STREET
LAS VEGAS, NV 89101
APN: 139-27-702-009, 012, 013 & 015
SHEET TITLE: FLOOR PLAN BUILDING "E"
CLIENT:
ENGINEER:
CONSULTING
DEVELOPMENT | LAND ANALYSIS | CONSTRUCTION
2362 N. GREEN VALLEY PARKWAY, SUITE 216
HENDERSON, NEVADA 89014
PHONE: 702-621-7021
DRAWING:



22'-0"
27'-0"
54'-0"
66'-0"
51'-0"
86'-0"
179'-0"
127'-0"
STAIRS
RESTROOM WOMANS
RESTROOM MENS
ELEV
3rd & 4th FLOOR PLAN - BUILDING "E"
SCALE 1/8" = 1'



PRJ-75516
02/19/19



PRJ-75516
02/19/19



EOT-75842, EOT-75843 AND EOT-75844 [PRJ-75516] - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC.
WEST SIDE OF MAIN STREET, APPROXIMATELY 610 FEET SOUTH OF WASHINGTON AVENUE

02/21/19



EOT-75842, EOT-75843 AND EOT-75844 [PRJ-75516] - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC.
WEST SIDE OF MAIN STREET, APPROXIMATELY 610 FEET SOUTH OF WASHINGTON AVENUE

02/21/19



EOT-75842, EOT-75843 AND EOT-75844 [PRJ-75516] - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC.
WEST SIDE OF MAIN STREET, APPROXIMATELY 610 FEET SOUTH OF WASHINGTON AVENUE

02/21/19



EOT-75842, EOT-75843 AND EOT-75844 [PRJ-75516] - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC.
WEST SIDE OF MAIN STREET, APPROXIMATELY 610 FEET SOUTH OF WASHINGTON AVENUE

02/21/19



EOT-75842, EOT-75843 AND EOT-75844 [PRJ-75516] - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC.
WEST SIDE OF MAIN STREET, APPROXIMATELY 610 FEET SOUTH OF WASHINGTON AVENUE

02/21/19

CITY OF Las Vegas

February 16, 2017

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

Mr. Steve Palacios
Rogers Conrad Group, Inc
737 Main Street
Las Vegas, Nevada 89101

RE: VAR-67919 [PRJ-67234] - VARIANCE RELATED TO GPA-67918, VAR-67920, SDR-67921 AND TMP-67922
CITY COUNCIL MEETING OF FEBRUARY 15, 2017

Dear Mr. Palacios:

The City Council at a regular meeting held on February 15, 2017 ***APPROVED*** a request for a Variance TO ALLOW 166 PARKING SPACES WHERE 232 SPACES ARE REQUIRED AND TO ALLOW NO LOADING SPACES WHERE FOUR LOADING SPACES ARE REQUIRED on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue (APNs 139-27-702-009, 012, 013 and 015), M (Industrial) Zone, Ward 5 (Barlow) [PRJ-67234].

This approval is subject to the following conditions

Planning

1. Approval of a General Plan Amendment (GPA-67918), and approval of and conformance to the Conditions of Approval for Variance (VAR-67920), Site Development Plan Review (SDR-67921) and Tentative Map (TMP-67922) 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

CITY HALL
495 S. MAIN ST
LAS VEGAS, NV 89101
702.229.6011
TTY 711
cityoflasvegas
lasvegasnevada gov

PRJ-75516
02/19/19

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein

The Notice of Final Action was filed with the Las Vegas City Clerk on February 16, 2017

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:PL:clb

cc: Mr. Landon Christopherson
2885 East Quail Avenue
Las Vegas, Nevada 89120

PRJ-75516
02/19/19

January 11, 2019

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106
702-229-6301

RE: Downtown Business Park

To Whom It May Concern:

On behalf of my client, Rogers Conrad Group Inc., I respectfully request consideration of the enclosed Extension of Time for the development of a business center at APNs: 139-27-702-009, 012, 013 & 015. The project is close to finalizing permits for the project and needs time to complete the requirements to pull said permits.

Should you have any questions or need additional information please contact our office at (702) 521-7021.

Sincerely,

Landon Christopherson

PRJ-75516
02/19/19

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
62

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-75843 - EXTENSION OF TIME RELATED TO EOT-75842 - VARIANCE - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC. - For possible action on a request for an Extension of Time of an approved Variance (VAR-67920) TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue (APNs 139-27-702-009, 012, 013 and 015), M (Industrial) Zone, Ward 5 (Crear) [PRJ-75516]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. City Council Approval Letter – VAR-67920 [PRJ-67234]

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.

CITY OF Las Vegas

February 16, 2017

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

Mr Steve Palacios
Rogers Conrad Group, Inc.
737 Main Street
Las Vegas, Nevada 89101

RE: VAR-67920 [PRJ-67234] - VARIANCE RELATED TO GPA-67918, VAR-67919, SDR-67921 AND TMP-67922
CITY COUNCIL MEETING OF FEBRUARY 15, 2017

Dear Mr. Palacios:

The City Council at a regular meeting held on February 15, 2017 ***APPROVED*** a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue (APNs 139-27-702-009, 012, 013 and 015), M (Industrial) Zone, Ward 5 (Barlow) [PRJ-67234].

This approval is subject to the following conditions:

Planning

1. Approval of a General Plan Amendment (GPA-67918), and approval of and conformance to the Conditions of Approval for Variance (VAR-67919), Site Development Plan Review (SDR-67921) and Tentative Map (TMP-67922) 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.

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711
cityoflasvegas
lasvegasnevada.gov

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02/19/19

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

The Notice of Final Action was filed with the Las Vegas City Clerk on February 16, 2017

Sincerely,

Thomas A Perrigo
Director
Department of Planning

TAP.PL clb

cc: Mr Landon Christopherson
2885 East Quail Avenue
Las Vegas, Nevada 89120

PRJ-75516
02/19/19

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
63

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-75844 - EXTENSION OF TIME RELATED TO EOT-75842 AND EOT-75843 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: THE CONRAD ROGERS GROUP, INC. - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-67921) FOR A PROPOSED 69,500 SQUARE-FOOT OFFICE AND WAREHOUSE COMPLEX WITH A WAIVER TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER ON PORTIONS OF THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue (APNs 139-27-702-009, 012, 013 and 015), M (Industrial) Zone, Ward 5 (Crear) [PRJ-75516]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. City Council Approval Letter – SDR-67921 [PRJ-67234]

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.

CITY OF Las Vegas

February 16, 2017

Mr. Steve Palacios
Rogers Conrad Group, Inc
737 Main Street
Las Vegas, Nevada 89101

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

RE: SDR-67921 [PRJ-67234] - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-67918, VAR-67919, VAR-67920 AND TMP-67922 CITY COUNCIL MEETING OF FEBRUARY 15, 2017

Dear Mr Palacios:

The City Council at a regular meeting held on February 15, 2017 ***APPROVED*** a request for a Site Development Plan Review FOR A PROPOSED 69,500 SQUARE-FOOT OFFICE AND WAREHOUSE COMPLEX WITH A WAIVER TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER ON PORTIONS OF THE WEST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 2.74 acres on the west side of Main Street, approximately 610 feet south of Washington Avenue (APNs 139-27-702-009, 012, 013 and 015), M (Industrial) Zone, Ward 5 (Barlow) [PRJ-67234]

This approval is subject to the following conditions:

Planning

1 Additional landscape materials shall be placed within the landscape buffer adjacent to Main Street to exceed minimum development standards

2. Approval of a General Plan Amendment (GPA-67918), and approval of and conformance to the Conditions of Approval for Variances (VAR-67919 and VAR-67920) and Tentative Map (TMP-67922) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4 All development shall be in conformance with the site plan and landscape plan date stamped 01/04/17 and building elevations and floor plans date stamped 11/28/16, except as amended by conditions herein.

5. A Waiver from Title 19 08 100 is hereby approved, to allow a zero-foot perimeter landscape buffer along portions of the west property line where eight feet is required.

6 An Exception from Title 19 08 040(F) is hereby approved, to allow zero perimeter buffer trees along the south property line adjacent to public right-of-way where five trees are required.

CITY HALL
495 S MAIN ST.
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702 229.6011
TTY 711
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PRJ-75516
02/19/19

7. An Exception from Title 19.08.110 is hereby approved, to allow 12 parking lot trees where 24 parking lot trees are required

8 - All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit

10 The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits

11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall show a minimum of four, five-gallon shrubs for every required tree in perimeter landscape buffers and groundcover.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures

13. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Correct all Americans with Disabilities Act (ADA) deficiencies on the sidewalk and the proposed driveways adjacent to this site in accordance with code requirements of Title 13.56 040 to the satisfaction of the City Engineer concurrent with development of this site All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

PRJ-75516
02/19/19

16 Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

17. 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

18. Grant a 30-foot sewer easement on the Final Map for this site over the existing onsite public sewer line as shown on the approved Tentative Map. No permanent structures or landscaping over three feet in height may be within Public Sewer Easements granted on this site

19. Submit a License Agreement for landscaping and private improvements in the Main Street public rights-of-way, if any, prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property within the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (702-229-4836).

20 A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any, dedicate all areas recommended by the approved Traffic Impact Analysis All additional rights of way required by Standard Drawing #201 1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis Phased

PRJ-75516
02/19/19

compliance will be allowed if recommended by the approved Traffic Impact Analysis No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site

21 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 February 16, 2017

Sincerely,

Thomas A Perrigo
Director
Department of Planning

TAP·PL:clb

cc: Mr Landon Christopherson
2885 East Quail Avenue
Las Vegas, Nevada 89120

PRJ-75516
02/19/19

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
64

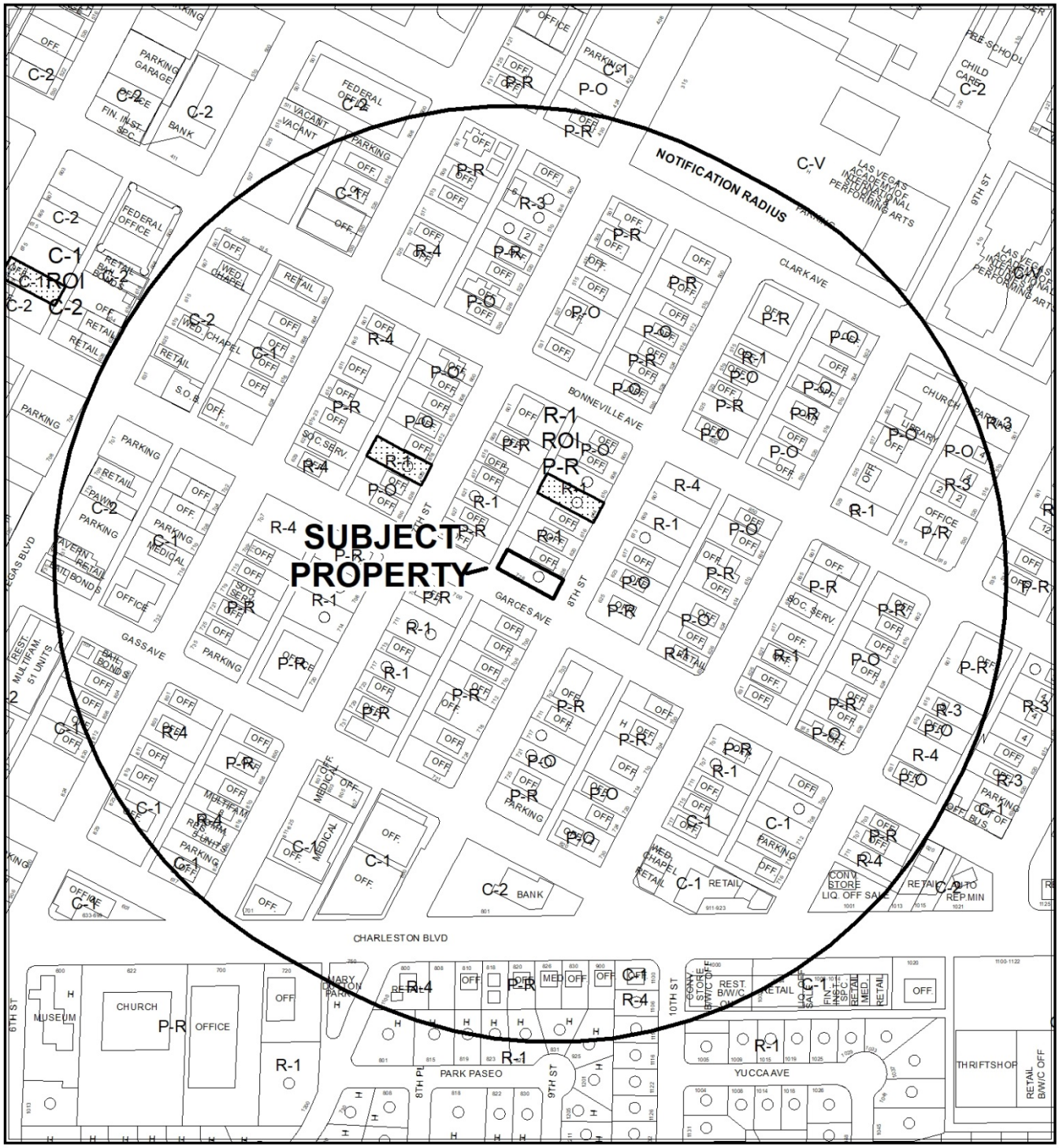
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
ZON-75115 - ABEYANCE ITEM - REZONING - PUBLIC HEARING - APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC - For possible action on a request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-O (PROFESSIONAL OFFICE) on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029), Ward 3 (Coffin) [PRJ-75014]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	7
City Council Meeting	9	City Council Meeting	8

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - ZON-75115 and SDR-75117 [PRJ-75014]
2. Conditions and Staff Report - ZON-75115 and SDR-75117 [PRJ-75014]
3. Supporting Documentation - ZON-75115 and SDR-75117 [PRJ-75014]
4. Photo(s) - ZON-75115 and SDR-75117 [PRJ-75014]
5. Justification Letter - ZON-75115 and SDR-75117 [PRJ-75014]
6. Support Postcards - ZON-75115 and SDR-75117 [PRJ-75014]
7. Backup Submitted at the March 6, 2019 City Council Meeting
8. Backup Submitted at the February 6, 2019 City Council Meeting
9. Backup Submitted at the January 8, 2019 Planning Commission Meeting

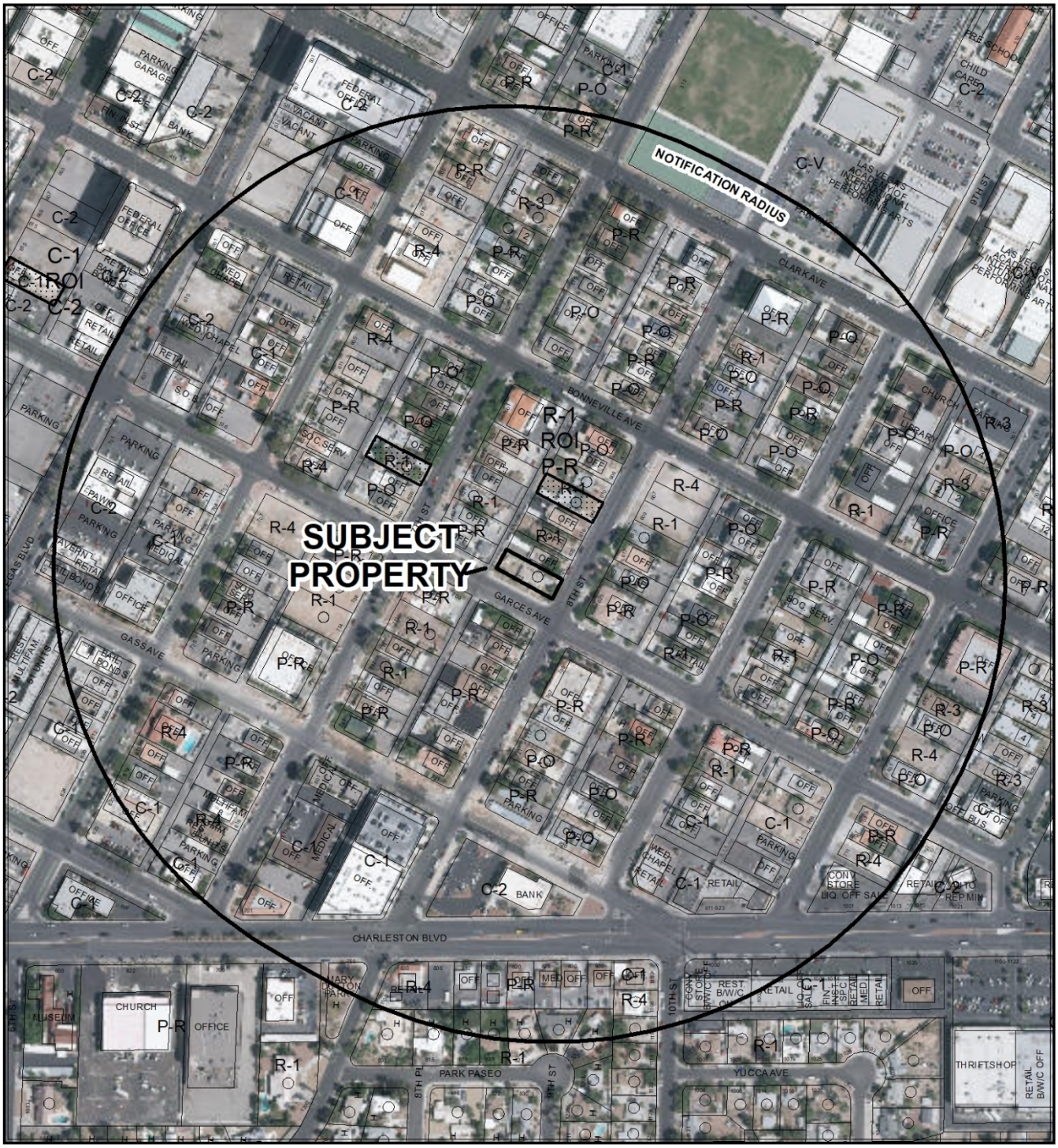


CASE: **ZON-75115 AND SDR-75117 (PRJ-75014)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: P-O (PROFESSIONAL OFFICE)



CASE: ZON-75115 AND SDR-75117 (PRJ-75014)

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: P-O (PROFESSIONAL OFFICE)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-75115	Staff recommends APPROVAL.	
SDR-75117	Staff recommends APPROVAL, subject to conditions:	ZON-75115

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 37

NOTICES MAILED 245 *By City Clerk

PROTESTS 11

APPROVALS 15

SS

** CONDITIONS **

SDR-75117 CONDITIONS

Planning

1. Approval of a Rezoning (ZON-75115) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan, date stamped 12/12/18 and building elevations, date stamped 12/11/18, except as amended by conditions herein.

4. Pursuant to Title 19 Downtown Las Vegas Overlay District Development Standards, a Waiver from Title 19.12.060 is hereby approved, to allow nine parking spaces where 22 spaces are required.

5. Pursuant to Title 19 Downtown Las Vegas Overlay District Development Standards, a Waiver from Title 19.08.050 is hereby approved, to allow an eight-foot front yard setback where 20 feet is required, a three-foot side yard setback where five feet is required, and zero-foot rear yard and corner side yard setbacks where 15 feet is required.

6. Pursuant to Title 19 Downtown Las Vegas Overlay District Development Standards, a Waiver from Title 19.08.050 is hereby approved, to allow a 50-foot wide lot where 60 feet is required and 100 percent lot coverage where 50 percent is allowed.

7. An Exception from Title 19.08.040 is hereby approved, to allow zero 24-inch box perimeter trees where 11 trees are required.

8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Dedicate a 10-foot radius on the northwest corner of Garces Avenue and 8th Street prior to the issuance of any permits.

15. In accordance with code requirements of Title 13.56, remove all substandard offsite improvements and unused driveways and replace with new improvements meeting current City Standards concurrent with development of this site. Correct all American's with Disabilities Act (ADA) deficiencies on the sidewalks, if any, on Eighth Street and Garces Avenue adjacent to this site concurrent with on-site development activities. New improvements in the area required to be dedicate shall match improvements constructed by the City on Main Street unless otherwise allowed by the City Engineer. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

16. The installation of either swing gates or rolling gates is acceptable as long as no part of the gates, either in the opened or closed position, intrude into the public right of way. It is the responsibility of the property owner to determine the exact location of the public right-of way and to install the gates appropriately. Any unauthorized installation in the public right of way may be subject to provisions of Title 13.32.080. The proposed ingress gate shall remain open during regular business hours unless otherwise allowed by the City Traffic Engineer.

17. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services. Appropriate fire lanes and turning radii shall be provided.

18. Landscape and maintain all unimproved rights-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

19. Submit a License Agreement for landscaping and private improvements in the Garces Avenue and 8th Street public rights-of-way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (702-229-4836).

20. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to demolish an existing single-family dwelling and construct a proposed two-story office building (one floor of office above parking) at 728 Garces Avenue.

ISSUES

- A Rezoning is requested from R-1 (Single Family Residential) to P-O (Professional Office).
- Pursuant to Title 19 Appendix F, a Waiver of Title 19.12.060 is requested to allow nine parking spaces where 22 spaces are required. Staff supports the Waiver request.
- Pursuant to Title 19 Appendix F, a Waiver of Title 19.08.050 is requested to allow an eight-foot front yard setback where 20 feet is required, a three-foot side yard setback where five feet is required, and zero-foot rear yard and corner side yard setbacks where 15 feet is required. Staff supports the Waiver request.
- Pursuant to Title 19 Appendix F, a Waiver of Title 19.08.050 is requested to allow a 50-foot wide lot where 60 feet is required and 94 percent lot coverage where 50 percent is allowed. Staff supports the Waiver request.
- An Exception is requested to allow zero 24-inch box trees in perimeter landscape planters where 11 trees are required. Staff approves the Exception.
- A condition of approval will require a License Agreement with the city for private maintenance of private improvements such as landscaping, signage and the modified concrete entryway within public right-of-way.

ANALYSIS

The site is located within the Downtown Las Vegas Overlay District (DTLV-O) within Area 2. Area 2 standards shall conform to Title 19 development standards; however, any deviation from these standards (including those normally requiring a variance) shall require approval of a Waiver that may be attached to a Site Development Plan Review.

The subject parcel is included in the Vision 2045 Master Plan for Downtown Las Vegas within an area called the Founders District. The Founders District is an area that contains primarily historic residential dwellings, many of which have converted to

professional office space. This transition is expected to continue, as traditional suburban-type residential uses become less suited for an area containing collector streets on each block and an expanding market for higher density mixed-use developments near major transit corridors evolves. One objective of the Founders District is the addition of creative office space along with civic/institutional uses such as a community center. The proposed office development supports this objective. The project is located at the corner of two Major Collectors streets within the radius of a proposed transit hub at Charleston Boulevard and Maryland Parkway. Existing office uses are located at each of the other three corners.

The subject parcel is currently zoned R-1 (Single Family Residential) with an underlying MXU (Mixed Use) General Plan designation, which allows for both residential and commercial zoning districts. As is common within the Founders District, the immediate area consists primarily of single-family dwellings that have been converted to or entirely replaced by professional offices and rezoned to P-R (Professional Office and Parking). Streets in this area are designed for higher capacities than in residential areas. The P-O zoning district still respect the presence of residential uses in the area by limiting building height to 35 feet and requiring maintenance of the residential character of the area. The proposed Rezoning of the subject parcel is therefore appropriate and staff recommends approval.

One policy of the Vision 2045 Master Plan is to take advantage of excess roadway capacity to accommodate complete streets that allow for wider sidewalks and multiple modes of transportation. The applicant is proposing to remove the existing sidewalks and construct detached eight-foot sidewalks with eight-foot amenity zones within the Garces Avenue and 8th Street rights-of-way. Both exceed Title 19 requirements for collector streets. According to the Department of Public Works, neither street is expected to expand its roadway capacity in the near future. The amenity zones are proposed to contain Bay Laurel trees planted 10 feet on center along Garces Avenue and Little Leaf Cordia shrubs along 8th Street. Both are considered “bulletproof” species by the Southern Nevada Regional Planning Coalition Regional Plant List; however, it is recommended but not required that the shrubs be complemented by a suitable drought-tolerant tree species along 8th Street.

Site development is subject to Title 19 requirements for the P-O (Professional Office) zoning district, as well as parking standards. The site is 7,000 square feet in area and 50 feet wide, an artifact of 100-year old subdivision practices in the Downtown area. The size and width of the site limits the placement of the building such that it is proposed at the corner of the site abutting property lines. The proposed offices would be located on the second floor above a parking area at ground level that can accommodate nine, 90 degree parking spaces where the office uses require 22 spaces. A Waiver is requested to allow a 59 percent deviation from the Title 19 standard.

Waivers are also requested to allow an eight-foot front yard setback, zero-foot corner side and rear yard setbacks and a three-foot side yard setback to accommodate the proposed building. The zero-foot setbacks provide visual form to the street front and hide vehicle parking from view of the street. These are similar to the design standards for Area 1 of the DTLV-O, which require placement of structures at the frontages. This, in addition to the limiting size of the existing parcel, justifies staff support of the requested waivers.

The P-O (Professional Office) zoning district standards also require a minimum lot width of 60 feet and maximum lot coverage of 50 percent. The 60-foot lot width requirement is intended to allow conversions from R-1 (Single Family Residential) zoned properties, which today have a standard minimum lot width of 60 feet. However, when this area was subdivided in 1913, lots were typically 25 feet in width and conveyed in appropriate numbers to accommodate the intended use of the property. The current site is nonconforming to R-1 standards, but must conform to P-O standards as a result of the proposed Rezoning action. The two subject lots will be required to be combined through a future mapping action to create a 50-foot wide lot; however, a Waiver would still be necessary to provide relief from the 60-foot zoning standard. The subject site will not be enlarged as a result of the proposed office project. For these reasons, staff recommends approval of the lot width waiver. The lot coverage currently conforms to R-1 standards and would conform to P-O standards if the existing building were to remain. As all structures will be removed in favor of a new building, a Waiver of lot coverage is required. Due to the small size of the parcel and the proposal's adherence to the objectives of the Downtown Master Plan, the Waiver request is warranted and staff recommends approval.

Onsite perimeter landscaping provided includes Mexican Blue Sage shrubs spaced 10 feet apart along the north property line and a Japanese Boxwood hedge along a portion of the south property line that is approximately two feet in width. As there is not sufficient planting space for 24-inch box trees to adequately grow and the proposed building occupies the remaining landscape buffer area, an Exception must be approved to allow no 24-inch box trees along the north and south property lines where required at the rate of one tree per 30 feet on center. As landscape materials are being provided in the available space onsite, and the proposed amenity zones exceed the normal width, staff approves the Exception. Perimeter landscape buffers would automatically be waived as part of the zero-foot setback waivers where requested, if approved.

Residential adjacency standards do not apply to this site. All adjacent parcels are zoned for commercial uses, and there are no single-family residential parcels directly across a public right-of-way from the subject site.

The Las Vegas Valley Water District submitted the following comments regarding the site: "This parcel is currently served by LVVWD for domestic only. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing, fire flow availability and backflow prevention installation per NAC 445A.67195. It should be noted that the current site plan does not provide the required building setback that is necessary to place the above-ground backflow prevention assemblies adjacent to the public right-of-way." The applicant has mitigated this issue by providing a smaller backflow prevention unit onsite near the southeast corner of the property.

The Rezoning of the subject site to P-O (Professional Office) is appropriate within this area of the Founders District, and the proposed office adheres to the objectives of the Vision 2045 Master Plan for Downtown Las Vegas. Staff therefore recommends approval of the requested Site Development Plan Review, subject to conditions. If denied, another Site Development Plan Review would be required for any proposed commercial development of the site.

FINDINGS (ZON-75115)

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.**

   The proposed P-O (Professional Office) zoning district conforms to the existing MXU (Mixed Use) General Plan designation, which allows a range of residential and commercial land use designations, including the O (Office) designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The P-O (Professional Office) zoning district allows allow for low intensity office uses in areas that are predominantly residential but because of traffic and other factors are no longer suitable for the continuation of low density residential uses. These uses are compatible with the P-R (Professional Office and Parking) zoning district on adjacent parcels, which is similar to the P-O District in purpose and permitted uses.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

The subject property lies at the corner of two Major Collector streets as classified by the city's Master Plan of Streets and Highways. The transition of this area from single family residential uses to light intensity office uses is nearing completion. There are no residential dwellings adjacent to this site. These facts indicate that rezoning of this property to a commercial zoning district is appropriate.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Both Garces Avenue and 8th Street are planned 80-foot rights-of-way that are not fully improved; at this time, there is no intention to improve these roadways. Given the relatively small volume of traffic expected to be generated by any project under the proposed zoning district, the current facilities are adequate to meet the needs of the P-O (Professional Office) zoning district.

FINDINGS (SDR-75117)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed office building is compatible in height and scale to offices on adjacent parcels. Residential dwellings in this area are permitted to a similar height.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed office development is consistent with the objectives of the Vision 2045 Downtown Master Plan, which emphasize walkable developments near transit-oriented hubs and creative office design.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is from a public alley accessed from Garces Avenue. Traffic would exit the site onto 8th Street. The proposed development is expected to have minimal impact on neighborhood traffic.

4. Building and landscape materials are appropriate for the area and for the City;

Steel, EIFS, wood and stone veneer are typical exterior materials for office buildings in this area of the city. Landscape materials, which include Bay Laurel trees and Little Leaf Cordia shrubs in the amenity zones, are drought-tolerant and appropriate for aesthetic and screening purposes.

5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The proposed elevations indicate a two-story structure that is at a compatible scale with other offices and residential dwellings in this area.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Site development is subject to permit review and inspection, thereby safeguarding the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/12/1913	A final plat map (Wardie Addition to Las Vegas) for subdivision of land generally bounded by Carson Street on the north, 5th Street on the west, Gass Street on the south and 11th Street on the east was recorded.
05/04/60	The Board of City Commissioners denied the applicant's appeal from the denial of the Board of Zoning Adjustment for a Variance (V-0003-60) to allow an office within a single family residence at 728 Garces Avenue. Staff recommended denial.
05/23/73	The Board of City Commissioners approved the applicant's appeal from the denial of the Board of Zoning Adjustment for a request for a Variance (V-0018-73) to allow a carport within two feet of the front property line where 20 feet is required at 728 Garces Avenue. The approval expired 05/23/74; however, the carport was constructed.
01/08/19	The Planning Commission voted (6-0-1) to recommend APPROVAL of ZON-75115 and SDR-75117 [PRJ-75014].
03/06/19	The City Council voted to hold two requests (ZON-75115 and SDR-75117) in abeyance to the April 3, 2019 City Council meeting.

Most Recent Change of Ownership	
06/25/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1939	The existing single family residential dwelling at 728 Garces Avenue was constructed.
10/09/68	A building permit (#44617) was issued for reroofing at 728 Garces Avenue. A final inspection was completed 10/23/68.
09/24/69	A building permit (#49382) was issued for a fireplace at 728 Garces Avenue. A final inspection was completed 11/21/69.
07/05/73	A building permit (#12030) was issued for a carport at 728 Garces Avenue.
11/19/09	A building permit (151696) was issued for a water softener at 728 Garces Avenue. A final inspection was not completed.

Pre-Application Meeting	
11/06/18	A pre-application meeting was held with the applicant to discuss submittal requirements for a Rezoning and Site Development Plan Review. Because the site is located within Area 2 of the Downtown Las Vegas Overlay District, any requests for variances from Title 19 standards will instead be requests for waivers.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
11/29/18	The site contains a single family residential dwelling, with desert landscaping and two large trees along 8th Street. The existing sidewalk along Garces Avenue is attached, while the sidewalk along 8th Street is detached. A sign indicates the property is for sale.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family, Detached	MXU (Mixed Use)	R-1 (Single Family Residential)
North	Office, Other Than Listed	MXU (Mixed Use)	P-R (Professional Office and Parking)
South	Office, Other Than Listed	MXU (Mixed Use)	P-R (Professional Office and Parking)
East	Office, Other Than Listed	MXU (Mixed Use)	P-R (Professional Office and Parking)
West	Office, Other Than Listed	MXU (Mixed Use)	P-R (Professional Office and Parking)

Master and Neighborhood Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
DTLV-O (Downtown Las Vegas Overlay) District (Area 2 – Founders)	N
LW-O (Live/Work Overlay) District	Y
Las Vegas High School Neighborhood District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area (Redevelopment Area 1)	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	7,000 SF	N/A
Min. Lot Width	60 Feet	50 Feet	N
Min. Setbacks			
• Front	20 Feet	8 Feet	N
• Side	5 Feet	3 Feet	N
• Corner	15 Feet	0 Feet	N
• Rear	15 Feet	0 Feet	N

SS

Standard	***Required/Allowed***	***Provided***	***Compliance***
Max. Lot Coverage	50 %	94 %	N
Max. Building Height	2 stories/35 Feet	2 stories/35 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated with roof	Y
Mech. Equipment	Screened	Parapet screened	Y

Existing Zoning	***Permitted Density****	***Units Allowed***
R-1 (Single Family Residential)	6.70 du/ac	1
Proposed Zoning	***Permitted Density***	***Units Allowed***
P-O (Professional Office)	N/A	N/A
General Plan	***Permitted Density***	***Units Allowed***
MXU (Mixed Use)	N/A	N/A

*Residential density is limited by the maximum density allowed by the General Plan for the subject site.

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	4 Trees	0 Trees	N
• South	1 Tree / 30 Linear Feet	3 Trees	0 Trees	N
• East	1 Tree / 30 Linear Feet	2 Trees	0 Trees	N
• West	1 Tree / 30 Linear Feet	2 Trees	0 Trees	N
TOTAL PERIMETER TREES		**11 Trees**	**0 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	0 Trees	0 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		3 Feet	N
• South	15 Feet		0 Feet	N
• East	15 Feet		0 Feet	N
• West	15 Feet		0 Feet	N
Wall Height	6 to 8 Feet Adjacent to Residential		Not required nor indicated	N/A

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Garces Avenue	Major Collector	Master Plan of Streets and Highways Map	62	N
8th Street	Major Collector	Master Plan of Streets and Highways Map	73	N

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other Than Listed	6,500 SF	1 space per 300 SF GFA	22				
TOTAL SPACES REQUIRED			22		9		N
Regular and Handicap Spaces Required			21	1	8	1	N
Percent Deviation			59%				

Waivers		
Requirement	***Request***	***Staff Recommendation***
One parking space per 300 SF of gross floor area for office uses	To allow 9 parking spaces where 22 spaces are required	Approval
20-foot front yard building setback	To allow a zero-foot setback along 8th Street	Approval
15-foot corner side yard building setback	To allow a zero-foot setback along Garces Avenue	Approval
15-foot rear yard building setback	To allow a zero-foot setback along the existing alley	Approval
5-foot side yard building setback	To allow 3-foot side yard setback	Approval
50% lot coverage	To allow 94% lot coverage	Approval
60-foot minimum lot width	To allow a 50-foot lot width	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
24-inch box trees 30 feet on center within perimeter buffers adjacent to commercial uses	To allow zero trees within perimeter landscape buffers where 11 trees are required	Approval

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Total Fee	
Date Received	
Received By	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) SITE DEVELOPMENT REVIEW

Project Address (Location) 728 GARCES AVE., LAS VEGAS, NV 89101

Project Name PROFESSIONAL LAW OFFICE **Proposed Use** LAW OFFICE

Assessor's Parcel #(s) 139-810-029 **Ward #** 3-COFFIN

General Plan: Existing MXU Proposed NO CHANGE **Zoning:** Existing R-1 Proposed P-0

Additional Information

PROPERTY OWNER DOWNTOWN SANCHEZ LL

Address 3960 HOWARD HUGHES PKWY STE 150 State NV Zip 89169

E-mail ROBERT.TORRES@GMAIL.COM Phone 702.836.3788

APPLICANT SYLVIA ESPARZA LAW

Address 3340 E PEPPER LANE State NV Zip 89120

E-mail SYLVIA@SYLVIAESPARSALAW.COM Phone 702.378.6377

REPRESENTATIVE CARLY MOSSMAN, KORA ARCHITECTURE

Address 9205 W. RUSSELL RD, STE 240 State NV Zip 89148

E-mail CARLY@KORAARCHITECTURE.COM Phone 702.328.4378

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 submittal 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 DARREN C PETERSEAL

Subscribed and sworn before me

This 14 day of November, 20 18

Notary Public in and for said County and State

Kelly Miller
Notary Public
State of Nevada
My Commission Expires: 06-26-22
Certificate No: 14-14403-1

PRJ-75014
11/15/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review and Zoning change

Project Address (Location) 728 Garces Ave, Las Vegas, NV 89101

Project Name Professional Law Office **Proposed Use** Office

Assessor's Parcel #(s) 139-34-810-029 **Ward #** 3 - BOB COFFIN

General Plan: existing MXU proposed ____ **Zoning:** existing R-1 proposed P-O

Commercial Square Footage 7,000SF **Floor Area Ratio** ____

Gross Acres 0.16 **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER Downtown Sanchez LLC **Contact** Robert Torres

Address 3960 Howard Hughes Pkwy #150 **Phone:** 7028353788 **Fax:** ____

City Las Vegas **State** NV` **Zip** 89169

E-mail Address robert.torres@colliers.com

APPLICANT Sylvia Esparza Law **Contact** Sylvia Esparza

Address 3340 E. Pepper Lane **Phone:** 7023786377 **Fax:** ____

City Las Vegas **State** NV **Zip** 89120

E-mail Address sylvia@sylviaesparzalaw.com

REPRESENTATIVE Kora Architecture **Contact** Carly Mossman

Address 8545 W. Warm Springs Rd. **Phone:** (702) 328-4378 **Fax:** ____

City Las Vegas **State** NV **Zip** 89113

E-mail Address carly@koraarchitecture.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name WARREN G. PETERSEN

Subscribed and sworn before me

This 9 day of November, 20 18.

Notary Public in and for said County and State

Kelly Miller
Notary Public
State of Nevada
My Commission Expires: 06-28-22
Certificate No: 14-14403-1

FOR DEPARTMENT USE ONLY

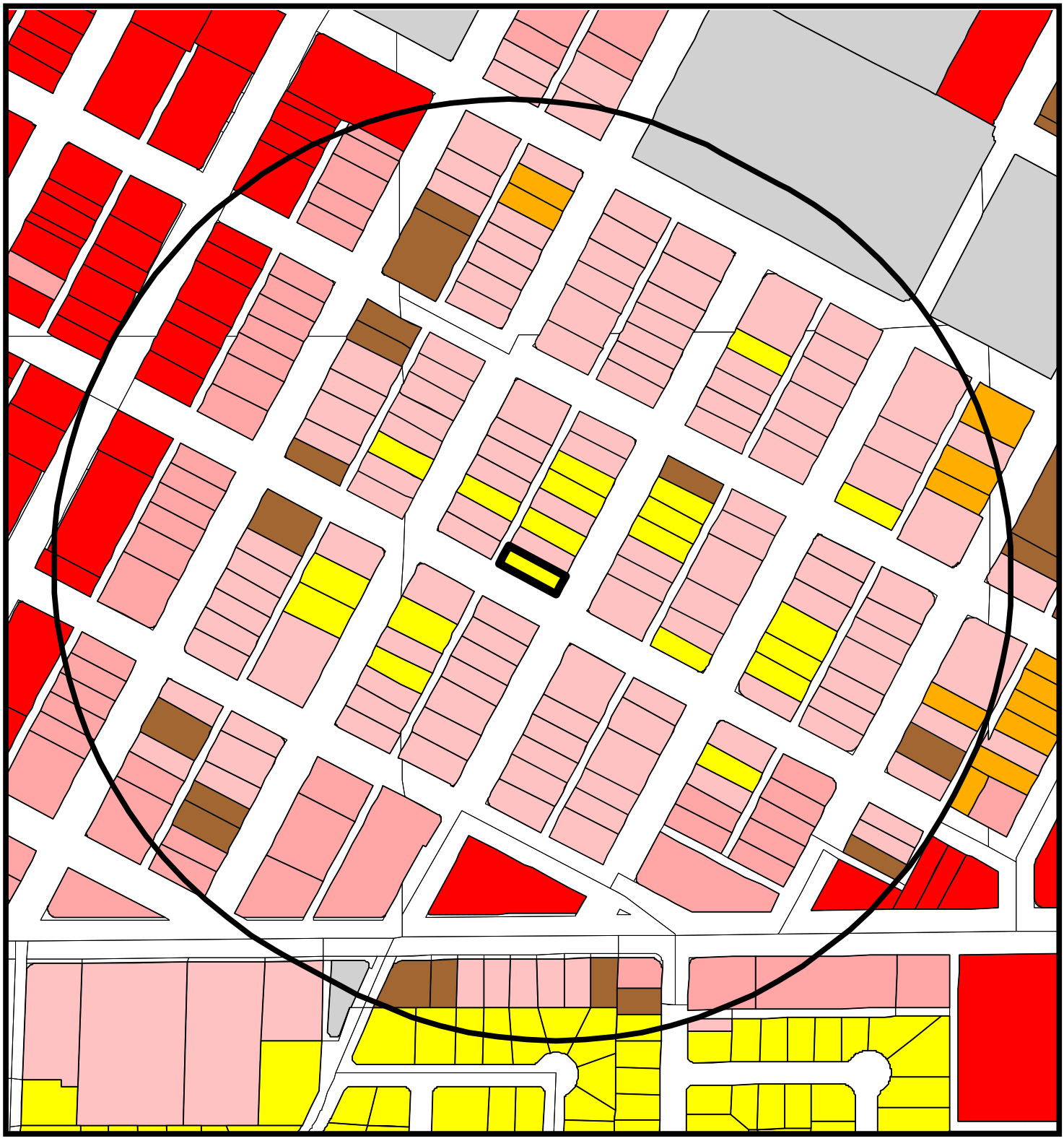
Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-75014 11/9/18

Revised 03/28/16

ZON-75115



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-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
- 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 R-1 TO P-O

Subject Property

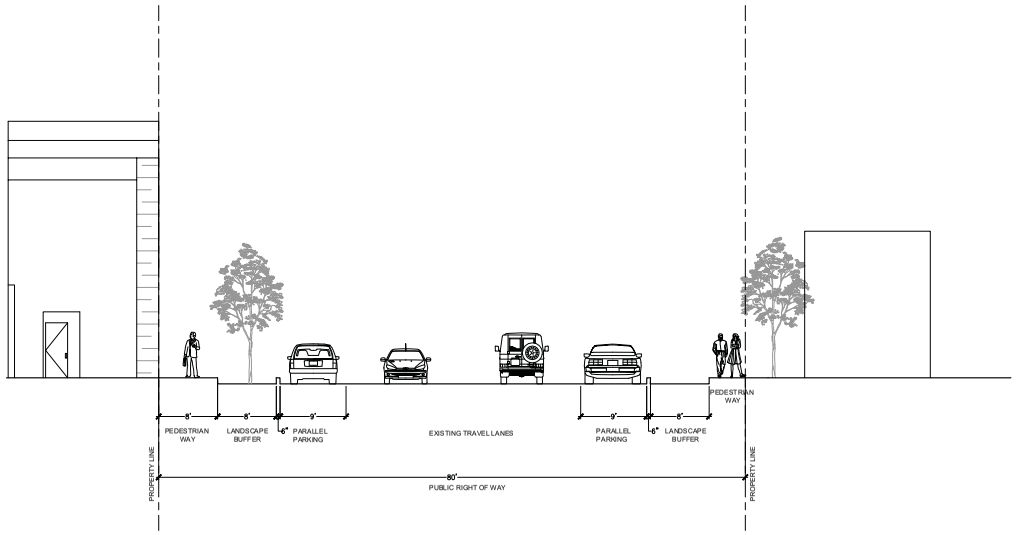
1000ft Buffer

City Limits

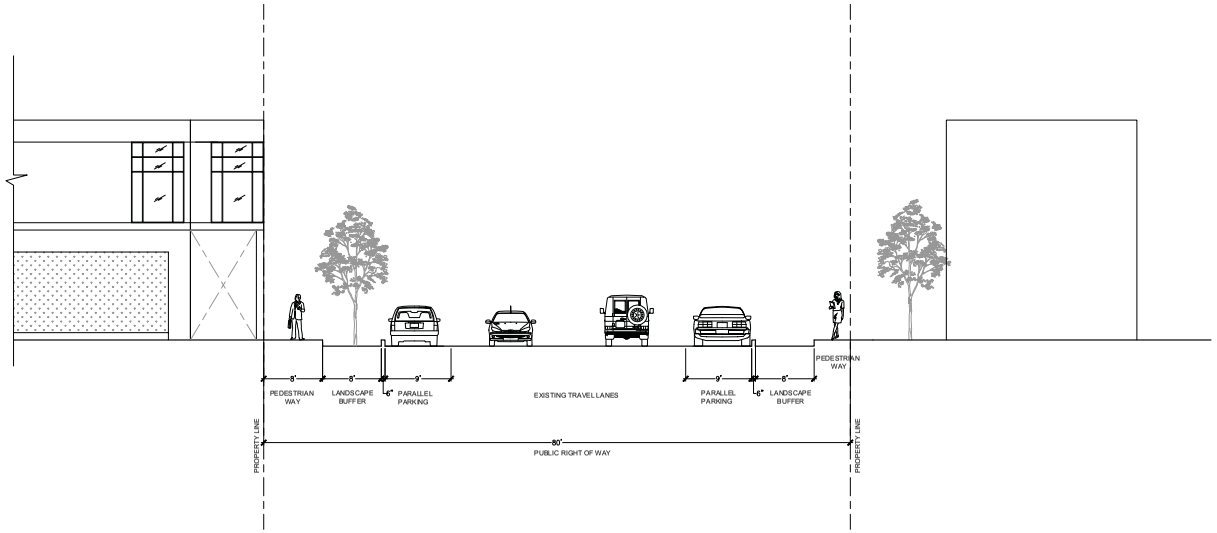
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, November 26, 2018



STREET SECTION AT GARCES AVE



STREET SECTION AT 8TH AVE

SHEET NOTES:

1. Parcel: 13934810029
2. Lot size: 0.16 acre

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www.koraarchitecture.com

KORA LLC
PHONE: 702.965.4325
8545 W. WARM SPRINGS RD.
LAS VEGAS, NV SUITE A-4
89113

LAW OFFICE
728 GARCES AVE,
LAS VEGAS, NV 89101

SEAL:

DRAWING ISSUE	DATE	REV	BY
SITE DESIGN REVIEW	11/15/2018		
REVISION	12/11/2018		

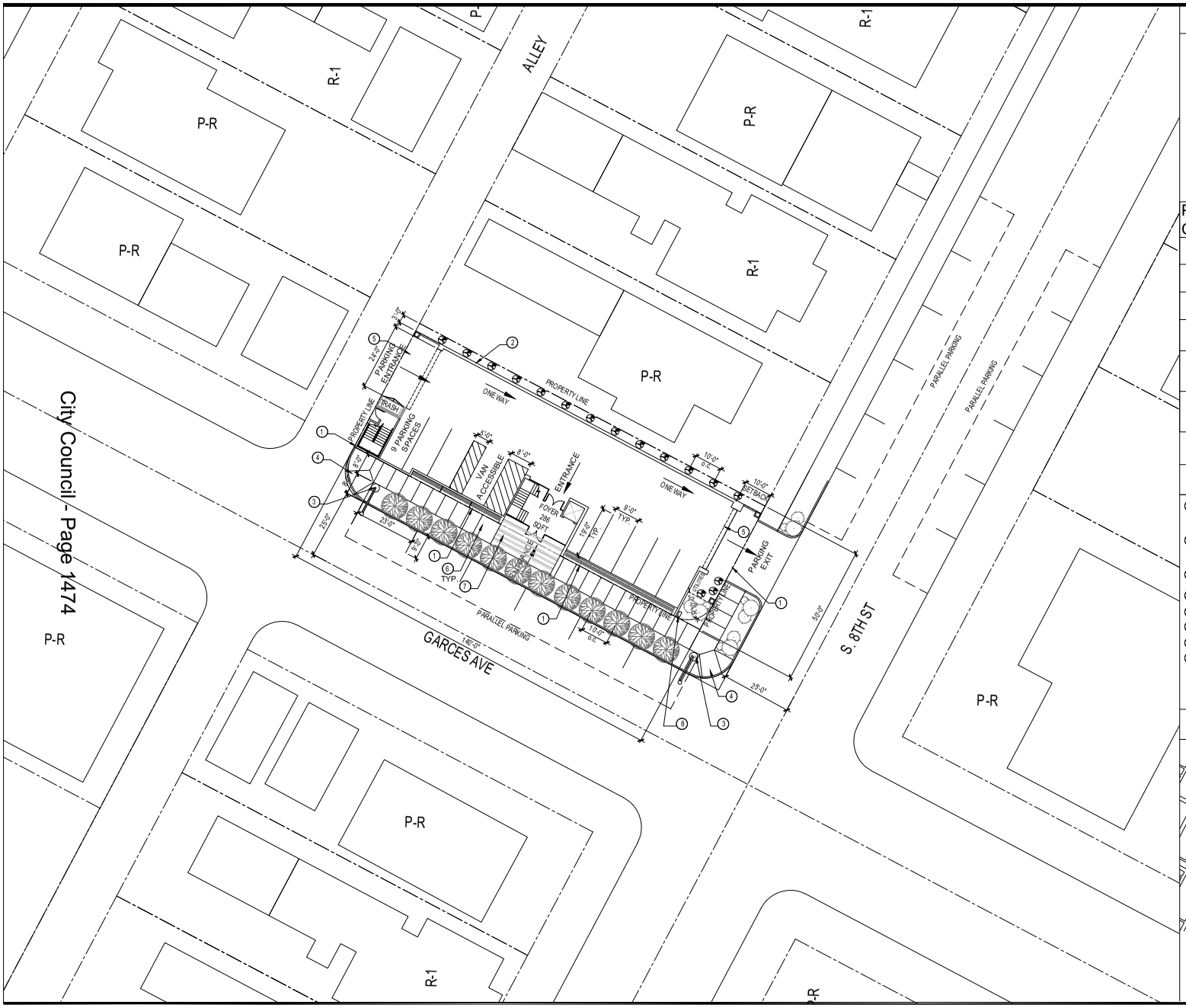
SCALE: 1/8"=1'-0"
0' 2' 4' 8' 16'

DRAWING TITLE:
STREET SECTIONS

SHEET NUMBER:

PRJ-75014
12/11/18

A9.00



GENERAL NOTES

1. PARCEL: 13934810029
2. LOT SIZE: 0.16 ACRE
3. SECURITY GATE TO BE OPEN DURING BUSINESS HOURS
4. 93% LOT COVERAGE
5. FLOOR AREA RATIO (FAR=1.77)
6. WAIVER REQUEST: 100% LOT COVERAGE WHERE 50% IS REQUIRED.
7. WAIVER REQUEST: ALLOW A 50 FOOT WIDE LOT WHERE 60 FEET IS REQUIRED.
8. GROUP B OCCUPANCY. NO SPRINKLERS REQUIRED UNDER 9,000 SF, PER IBC 2018

PARKING CALCULATIONS

TOTAL SQUARE FOOTAGE	6500 SQFT
PARKING REQUIREMENTS	1 SPACE PER 300 SQFT
PARKING REQUIRED	22
TOTAL PARKING PROVIDED (WAVER REQUEST)	9
	8 STANDARD SIZE SPACES @ 9'X19' EACH
	1 HANDICAP VAN ACCESSIBLE SPACE PROVIDED

SHEET NOTES

01 WAIVER REQUEST: ZERO FOOT REAR YARD & CORNER SIDE YARD SETBACKS WHERE 15 FEET IS RQD.

02 WAIVER REQUEST: 3 FOOT SIDE YARD SIDE YARD SETBACK WHERE 5 FEET IS REQUIRED.

03 EXISTING STREET LAMP TO REMAIN

04 ACCESSIBLE RAMP 1:12

05 OVERHEAD ROLLING SECURITY GATE

06 SIDEWALK, TYP.

07 PAVING PATTERN @ ENTRY

08 12X24 BOX FOR BACKFLOW PREVENTION ASSEMBLY, SIZE AND LOCATION COORDINATED WITH LVVWD. NO SPRINKLERS REQUIRED.

VICINITY MAP



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SEAL:

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SITE DESIGN REVIEW	11/15/2018		
REVISION	12/11/2018		

SCALE: 1/16"=1'-0"
0' 4' 8' 16' 32'

DRAWING TITLE:
SITE PLAN
LEVEL 1

SHEET NUMBER:
PRJ-75014
12/12/2018
A1.00



GENERAL NOTES

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SCALE: 1/16"=1'-0"

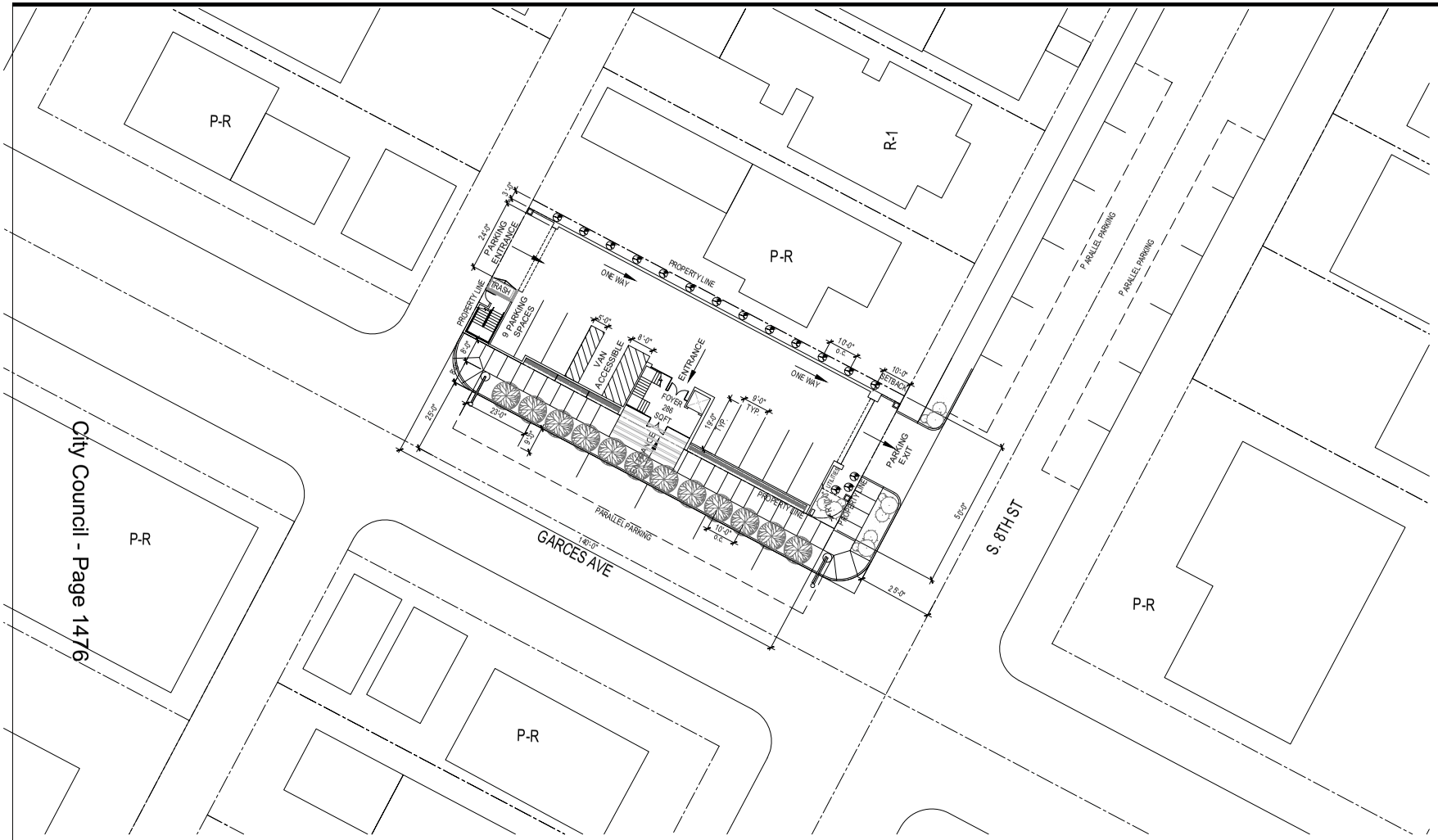
0' 4' 8' 16' 32'

DRAWING TITLE:

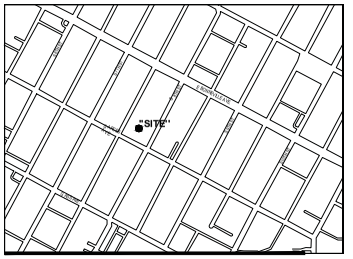
SITE PLAN
LEVEL 1

SHEET NUMBER:

A1.00



SYMBOL	QTY	COMMON NAME	BOTANICAL NAME
	12	BAY LAUREL	LAURUS NOBILIS
	3	LITTLE LEAF CORDIA	CORDIA PARVIFOLIA
	13	MEXICAN BLUE SAGE	SALVIA CHAMAEDRYOIDES
	2	JAPANESE BOXWOOD	BUXUS MICROPHYLLA "JAPONICA"



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DRAWING ISSUE	DATE	REV	BY
SITE DESIGN REVIEW	11/15/2018		
REVISION	12/11/2018		

SCALE: 1/16"=1'-0"
0' 4' 8' 16' 32'

DRAWING TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
A1.01

PRJ-75014
12/12/18



SYMBOL	QTY	COMMON NAME	BOTANICAL NAME
	12	BAY LAUREL	LAURUS NOBILIS
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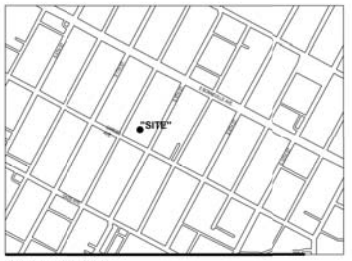

VICINITY MAP

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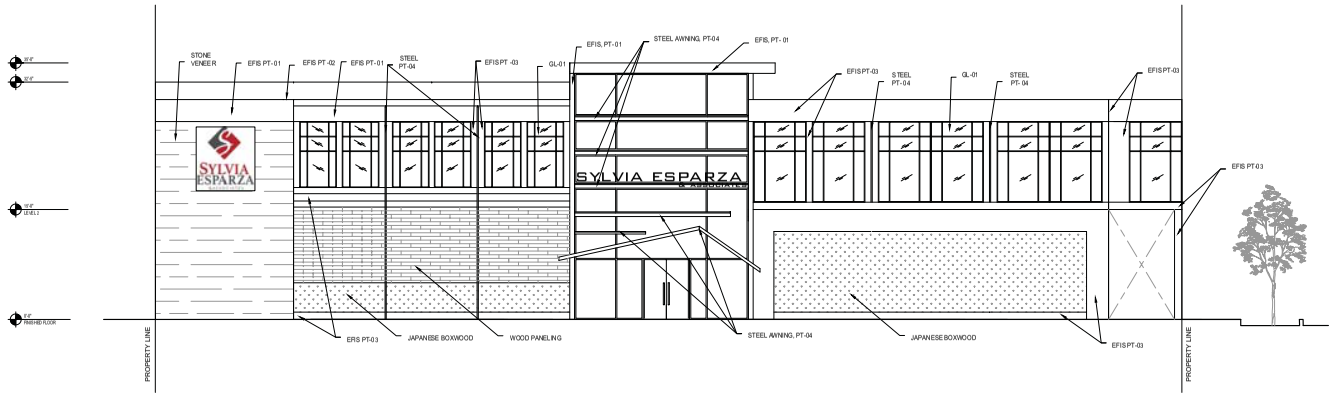
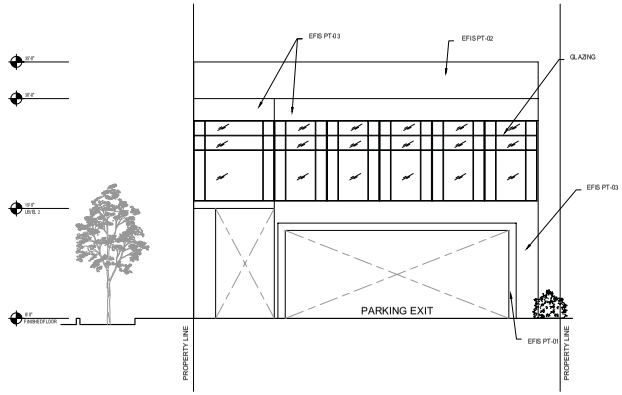
LANDSCAPE PLAN

SHEET NUMBER:
A1.01

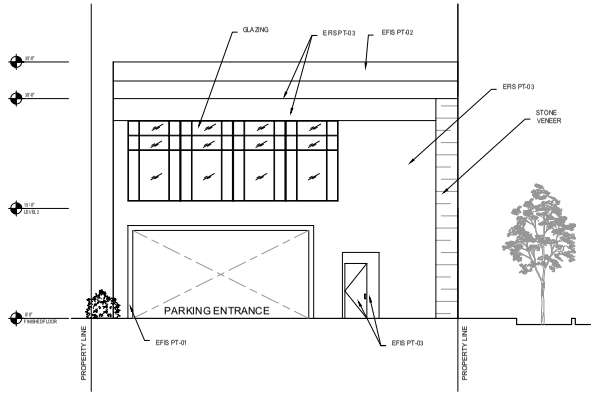
PRJ-75014
12/12/18



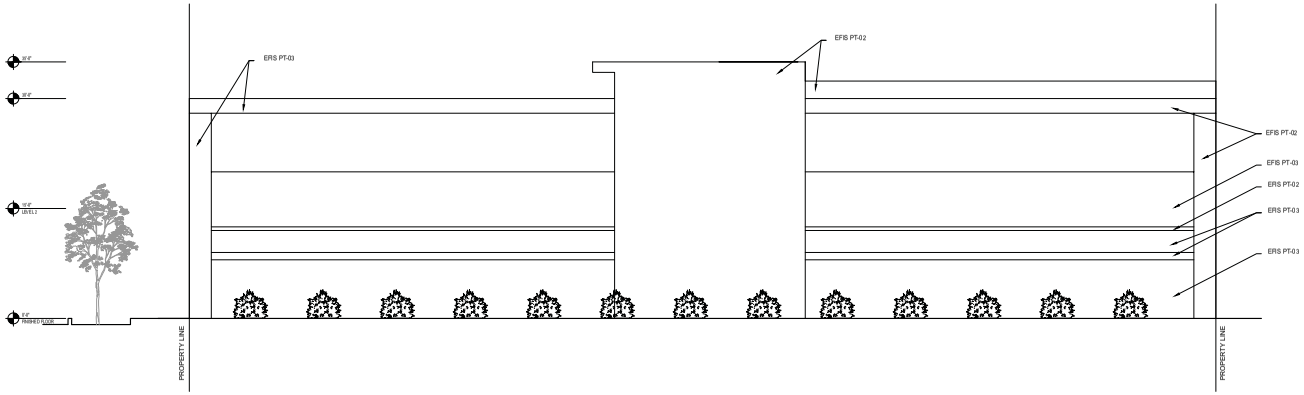
SOUTH EXTERIOR ELEVATION



EAST EXTERIOR ELEVATION



WEST EXTERIOR ELEVATION



NORTH EXTERIOR ELEVATION

City Council - Page 1478

SHEET NOTES:

1. Parcel: 13934810029
2. Lot size: 0.16 acre

kora
architecture • interiors • design
www.koraarchitecture.com

KORA LLC
PHONE: 702.965.4325
8545 W. WARM SPRINGS RD.
LAS VEGAS, NV SUITE A-4
89113

LAW OFFICE
728 GARCES AVE,
LAS VEGAS, NV 89101

SEAL:

DRAWING ISSUE	DATE	REV	BY
SITE DESIGN REVIEW	11/15/2018		
REVISION	12/11/2018		

SCALE: 1/8"=1'-0"
0' 2' 4' 8' 16'

DRAWING TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:

PRJ-75014
12/11/18

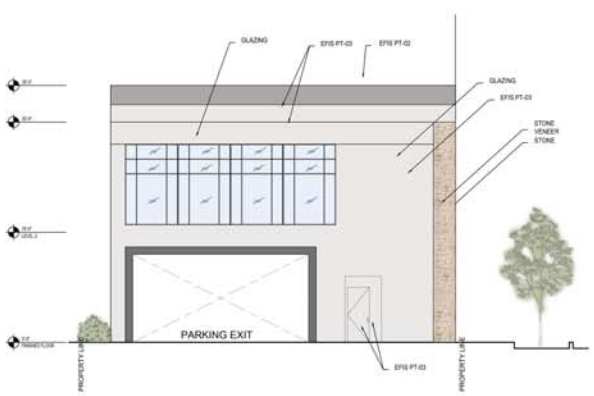
A7.00



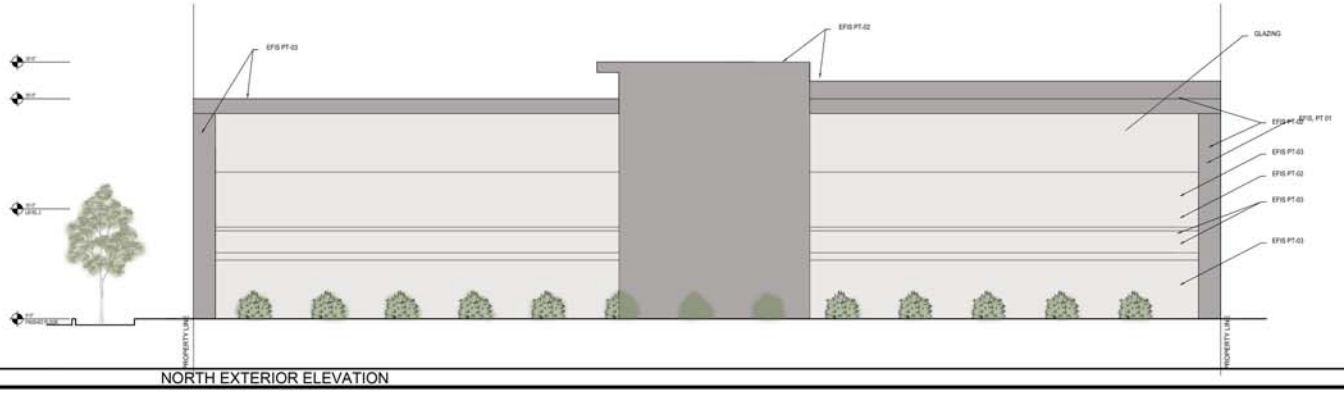
SOUTH EXTERIOR ELEVATION



EAST EXTERIOR ELEVATION



WEST EXTERIOR ELEVATION



NORTH EXTERIOR ELEVATION

SHEET NOTES:

1. Parcel: 13934810029
2. Lot size: 0.16 acre

PT-01
DUNN EDWARDS
DARK ENGINE

PT-02
DUNN EDWARDS
MAJESTIC GRAY

PT-03
DUNN EDWARDS
MINORS DUST

ASH GRAY
EXTERIOR WOOD
PANELING

SPLIT FACED
STONE
COTTONWOOD

kora
architecture + interiors + design
www.koraarchitecture.com

KORA LLC
PHONE: 702.965.4325
8545 W. WARM SPRINGS RD.
LAS VEGAS, NV SUITE A-4
89113

LAW OFFICE
728 GARCES AVE,
LAS VEGAS, NV 89101

SEAL:

DRAWING ISSUE	DATE	REV	BY

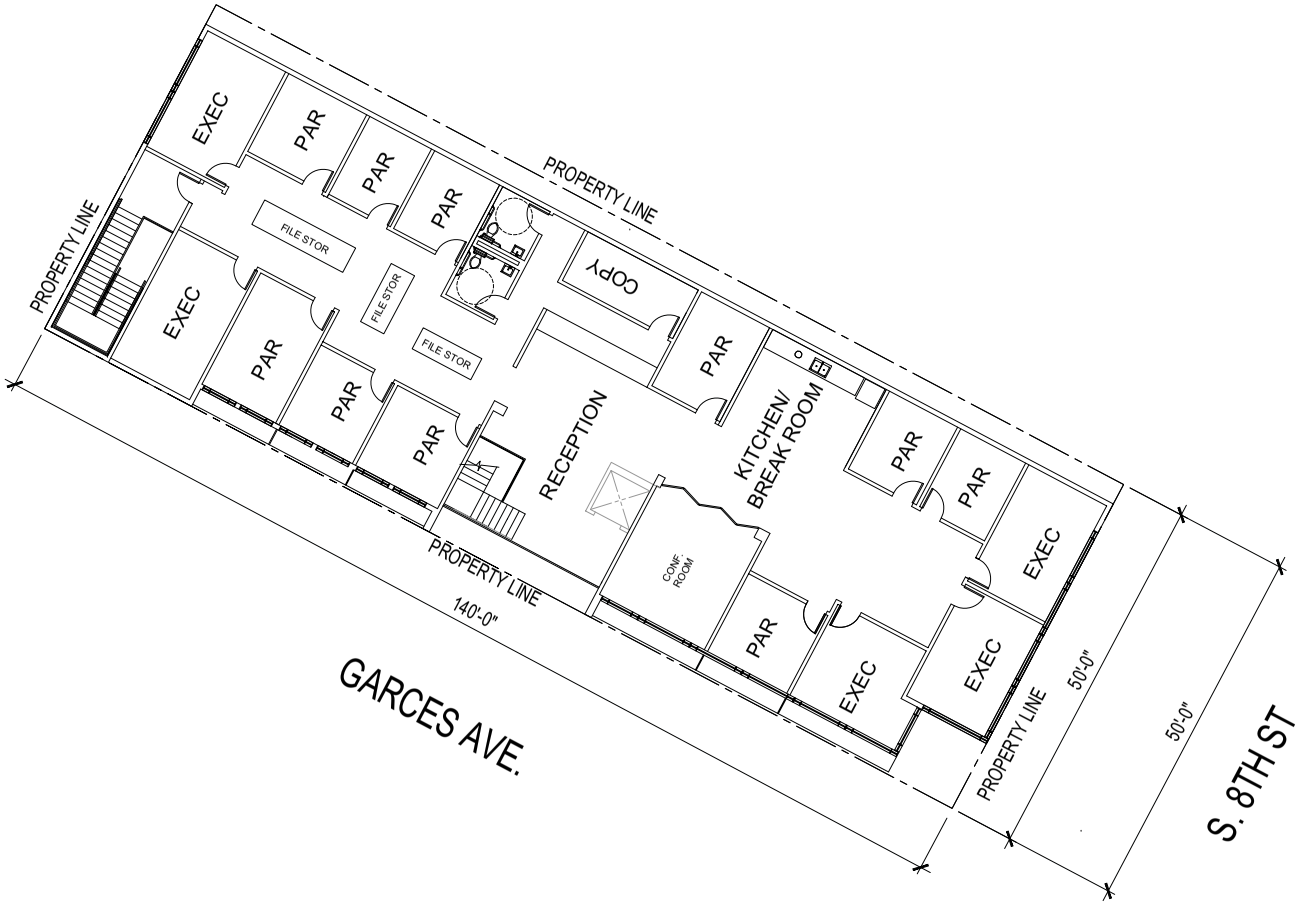
SCALE: 1/8"=1'-0"
0' 2' 4' 8' 16'

DRAWING TITLE:
***EXTERIOR* ELEVATIONS**

SHEET NUMBER:

PRJ-75014
12/11/18

A7.00

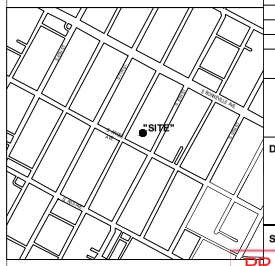


City Council - Page 1480

SHEET NOTES:

1. Parcel: 13934810029
2. Lot size: 0.16 acre

VICINITY MAP



NORTH

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KORA LLC
PHONE: 702.965.4325
8545 W. WARM SPRINGS RD.
LAS VEGAS, NV SUITE A-4
89113

LAW OFFICE

728 GARCES AVE,
LAS VEGAS, NV 89101

SEAL:

DRAWING ISSUE	DATE	REV	BY
SITE DESIGN REVIEW	11/15/2018		
REVISION	12/11/2018		

SCALE: 1/8"=1'-0"

0' 2' 4' 8' 16'

DRAWING TITLE:

FLOOR PLAN LEVEL 2

SHEET NUMBER:

PRJ-75014
12/11/18

A2.00



ZON-75115 [PRJ-75014] - REZONING RELATED TO SDR-75117 - APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC
728 GARCES AVENUE

11/29/18

728 Garces Ave. Justification Letter

To:
City of Las Vegas
Planning and Zoning Dept.

From:
Carly Mossman
Kora Architecture

Regarding Property:
Location: 728 Garces Ave
Las Vegas, NV 89101
APN: 13934810029

The purpose of this application is for a zoning change from R-1 Single Family to P-O Professional Office. Many of the surrounding properties have been re-zoned from R-1 to P-O or P-R, therefore the intended re-zoned use is aligned with the context as well as furthering the Downtown Las Vegas Development Plan. The Professional office use is intended to be an attorney's office. The hours of operation will be 8am-5pm Monday- Friday. The building will comprise of one level of parking above grade and one level of offices above parking. Programmatic functions of the building will be professional office to house an established law firm as well as leasable offices for up and coming law professionals, diversifying the and supporting multiple levels of experience in the downtown area. The streetscape will along Garces Ave. will integrate trees and a pedestrian realm promoting walkability in the downtown area. Overall the building design supports a vibrant downtown professional atmosphere.

We are respectfully requesting the following waivers:

Parking Waiver
Parking will be provided at grade level approximately 9 spaces will be provided. A parking waiver is requested. The current requirement for 6,500SF of office at 1 space per 300SF is 22 spaces. The parking area will have security gates that will be open during business hours 8am-5pm and secured at all other times. There will be no direct life safety exiting into the parking area.

PRJ-75014
12/11/18

Setback Waiver
Due to the narrow width of the property of 50 ft. setback waivers are requested along the East perimeter from the required 5 feet to 3 feet. Additionally, setback waivers along the North South and West to build to the property line.

Professional Office Lot Width Waiver
Professional Office Zoning requirement for lot width is 60 feet, we are requesting a waiver for 50 feet, due the current lot size.

Landscape Buffer Waiver
In lieu of required setbacks we are proposing a 8 ft landscape buffer adjacent to Garces with an 8 ft. side walk extending to the building. Foliage will be in compliance with jurisdictional approved zoning varietals.

Lot Coverage Waiver
Due to the narrow width of the property of 50 ft. we are requesting a lot coverage waiver from the required 50% coverage to 94% coverage.

Residential Adjacency Waiver
Zone change to P-O will align with context.

Thank you,

Carly Mossman
Principal Founder & CEO
Registered Architect, NCARB
carly@koraarchitecture.com
702.328.4378

PRJ-75014
12/11/18

ity of Las Vegas
ffice Of The City Clerk
95 South Main Street, 2nd Floor
as Vegas, Nevada 89101

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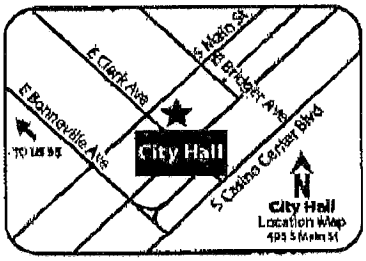

you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the ffice Of The City Clerk at the address listed above or fax this side of this ard to (702) 382-4803. If you would like to contact your Council epresentative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

lease use available blank space on card for your comments.

ZON-75115 & SDR-75117
ity Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934810019
MCRIMMON S ARCHIE JR
FLEMING PAMELA H
6859 S EASTERN AVE #102
LAS VEGAS NV 89119-0003

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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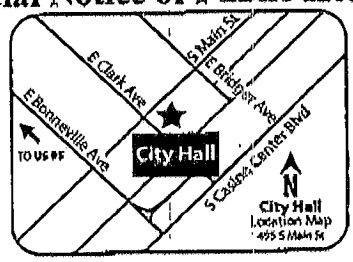

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

Case: ZON-75115 & SDR-75117
Mr. Robert Torres
Downtown Sanchez LLC
3960 Howard Hughes Pkwy., Ste. 150
Las Vegas, Nevada 89169

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Dept of Planning
City of Las Vegas

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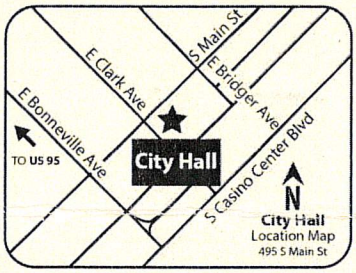

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☐ I SUPPORT this Request
☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934810096
CATRAM L L C
612 S 10TH ST
LAS VEGAS NV 89101-7001

87 LRDFNP1 89101

Submitted after final agenda
Date 2/26/19 Item 1-2
Addendum

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

SUBJECT: ZON-75115 – APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***FEBRUARY 6, 2019 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at *(702)464-7499* or e-mail to *cburney@lasvegasnevada.gov*. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***FEBRUARY 5, 2019.***

Signature

2/4/19
Date

Sylvia L. Esparza
Please Print Name

Law Office of Sylvia L. Esparza
Company Name

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

SUBMITTED AFTER FINAL AGENDA
DATE: 2/4/2019 ITEM: 59-60

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

SUBJECT: SDR-75117 – APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***FEBRUARY 6, 2019 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at *(702)464-7499* or e-mail to *cburney@lasvegasnevada.gov*. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***FEBRUARY 5, 2019.***

Signature — 2/4/19 Date

Sylvia L. Esparza
Please Print Name

Law Office of Sylvia L. Esparza
Company Name

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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CA 913
28 JAN '19
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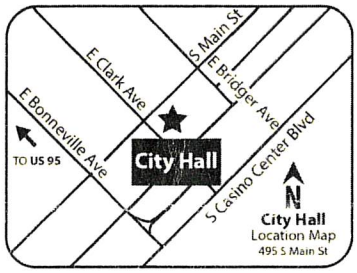

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934710045
SAKEN JOEL SANFORD TRUST
SAKEN JOEL SANFORD TRS
7360 ATOL AVE
NORTH HOLLYWOOD CA 91605

98 LRDFNP1 91605

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Office Of The City Clerk
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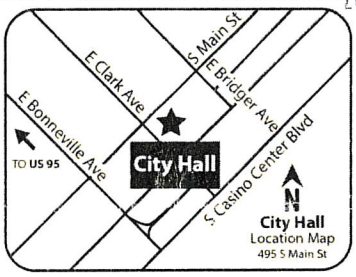

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934710046
SAKEN JOEL SANFORD TRUST
JOEL SAKEN
7360 ATOLL AVE
NORTH HOLLYWOOD CA 91605

Submitted after final agenda

Date 2/4/19 Item 59-60

98 LRDFNP1 91605

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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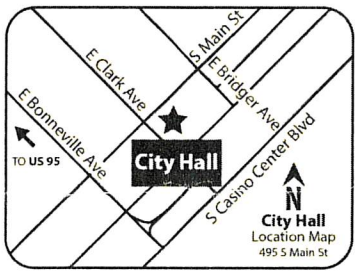

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934811007
SAKEN JOEL SANFORD TRUST
SAKEN JOEL SANFORD TRS
7360 ATOLL AVE
NORTH HOLLYWOOD CA 91605

98 LRDFNP1 91605

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Las Vegas, Nevada 89101

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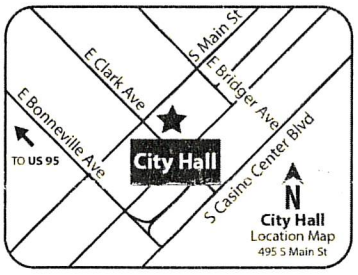

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934810044
SAKEN JOEL SANFORD TRUST
SAKEN JOEL SANFORD TRS
7360 ATOLL AVE
NORTH HOLLYWOOD CA 91605

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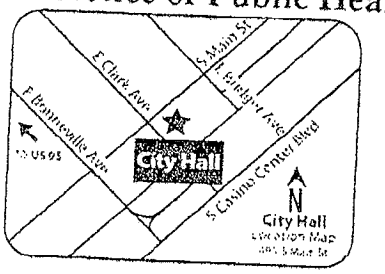

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

ease use available blank space on card for your comments.

Case: ZON-75115 AND SDR-75117

13934810037
CLARK COUNTY LAW FOUNDATION
725 S 8TH ST
LAS VEGAS NV 89101-7093

ON-75115 & SDR-75117
y Council Meeting of 2/6/2019

87 LRDFMP1 89101

Submitted after final [illegible]

Date 2/5/2019 Item 59-60

P 1/ 1
7023857667
NERSESIAN&SANKIEWICZ
Feb.05.2019 15:45

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Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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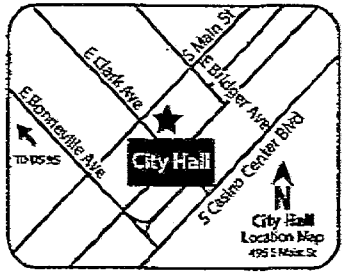

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ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934810020
NOMAWA PROPERTIES L L C
528 S 8TH ST
LAS VEGAS NV 89101-7003

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☒ I SUPPORT this Request
☐ I OPPOSE this Request

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ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934810029
DOWNTOWN SANCHEZ L L C
7865 WESTWIND RD
LAS VEGAS NV 89139

Submitted after final agenda

Date 1/30/2019 Item 59-60

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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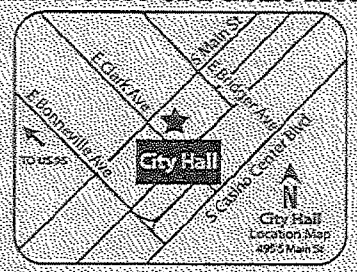

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75115 & SDR-75117

City Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934810003
DIAMOND DOWNTOWN L L C
7885 WESTWIND RD
LAS VEGAS NV 89139

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Las Vegas, Nevada 89101

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
139344010225
DIAMOND ZNG L.L.C
7985 WESTWIND RD
LAS VEGAS NV 89139

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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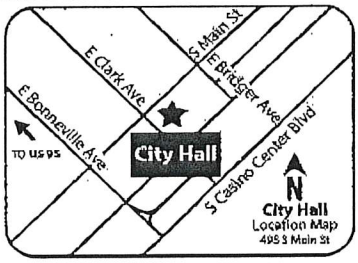

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ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

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Case: ZON-75115 AND SDR-75117
1620351300 1
CHARLESTON BAZAR L L C
5395 S POLARIS AVE #100
LAS VEGAS NV 89118-2456

115 LRDFMP1 89118

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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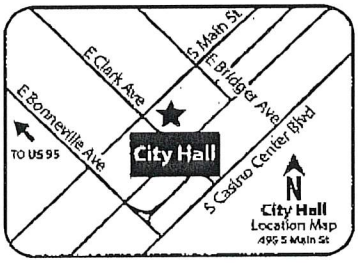

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ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

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2019 FEB -4 A 6:50

Case: ZON-75115 AND SDR-75117
1620351200 1
CHARLESTON BAZAR L L C
5395 S POLARIS AVE #100
LAS VEGAS NV 89118-2456

Submitted after final agenda

Date 2/6/19 Item 59-60

115 LRDFMP1 89118

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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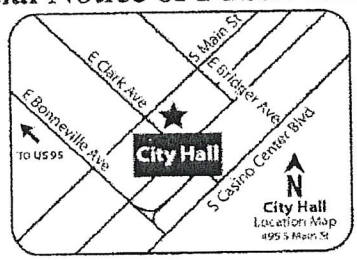

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Case: ZON-75115 AND SDR-75117
13934410217
WOOLDRIDGE LAW L T D
400 SOUTH 7TH ST #400
LAS VEGAS NV 89101

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

89 LRDFNP1 89101

:y of Las Vegas
fice Of The City Clerk
5 South Main Street, 2nd Floor
s Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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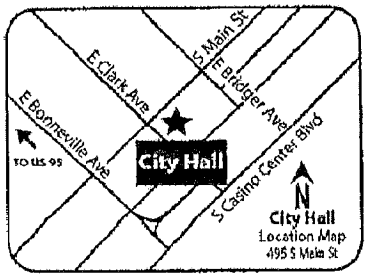

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2019 FEB -5 P 1:12

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

ease use available blank space on card for your comments.

ON-75115 & SDR-75117

ity Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934810093
KIM FAMILY TRUST
KIM WON SON & HAE SOOK TRS
2101 S WATSON ST
LA HABRA CA 90631-9518

100 LRDFNP1 90631

ty of Las Vegas
'fice Of The City Clerk
5 South Main Street, 2nd Floor
ıs Vegas, Nevada 89101

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ON-75115 & SDR-75117

ity Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934810092
KIM FAMILY TRUST
KIM WON SON & HAE SOOK TRS
2101 S WATSON ST
LA HABRA CA 90631-9518

100 LRDFNP1 9060

p.1

Feb 05 19,01:06p

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
JAN 0 7 2018
Dept of Planning
City of Las Vegas

CASE: ZON-75115 [PRJ-75014] - REZONING RELATED TO SDR-75117

SUBJECT: APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JANUARY 8, 2019*** 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, JANUARY 7, 2019.***

Signature — Date: 1/7/19

Sylvia L Esparza
Please Print Name

Law office of Sylvia L Esparza
Company Name

Sincerely,

Eric McCammond
Senior Management Analyst
Case Planning Division

Submitted after Final Agenda

Item #7

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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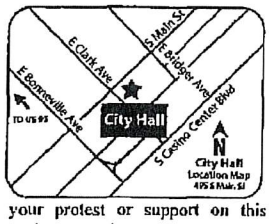

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JAN 0 8 2018
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-75115 and SDR-75117 [PRJ-75014]
Planning Commission Meeting of **1/8/2019**

Case: ZON-75115 AND SDR-75117
13934810027
GAMETTE BRAUNDA T
GAMETTE CRAIG T & JANE M
620 S 8TH ST
LAS VEGAS NV 89101-7005

ET JRDCNP1 89101

Submitted after Final Agenda
7-8 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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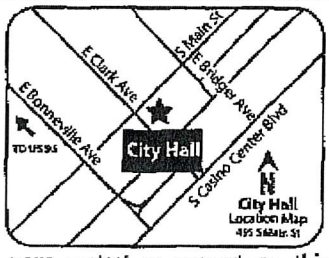

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-75115 and SDR-75117 [PRJ-75014]
Planning Commission Meeting of **1/8/2019**

Case: ZON-75115 AND SDR-75117
13934801005
MARSHALL ROBERT E
625 S 8TH ST
LAS VEGAS NV 89101-7004

89101 JRDGNP1

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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ZON-75115 and SDR-75117 [PRJ-75014]
Planning Commission Meeting of **1/8/2019**

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Dept of Planning
City of Las Vegas

Case: ZON-75115 AND SDR-75117
16203512001
CHARLESTON BAZAR L L C
5395 S POLARIS AVE #100
LAS VEGAS NV 89118-2456

1 1 5 JRDCNP1 89118

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Planning Commission Meeting of **1/8/2019**

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Dept of Planning
City of Las Vegas

Case: ZON-75115 AND SDR-75117
16203513002
CHARLESTON BAZAR L L C
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

Submitted after Final Agenda

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Planning Commission Meeting of **1/8/2019**

Case: ZON-75115 AND SDR-75117
16203513001
CHARLESTON BAZAR L L C
5395 S POLARIS AVE #100
LAS VEGAS NV 89118-2456

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Planning Commission Meeting of **1/8/2019**

Case: ZON-75115 AND SDR-75117
13934810092
KIM FAMILY TRUST
KIM WON SON & HAE SOOK TRS
2101 S WATSON ST
LA HABRA CA 90631-9518

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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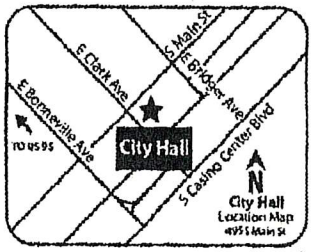

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Planning Commission Meeting of **1/8/2019**

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JAN 07 2018
Dept of Planning
City of Las Vegas

Case: ZON-75115 AND SDR-75117
13934810093
KIM FAMILY TRUST
KIM WON SON & HAE SOOK TRS
2101 S WATSON ST
LA HABRA CA 90631-9518

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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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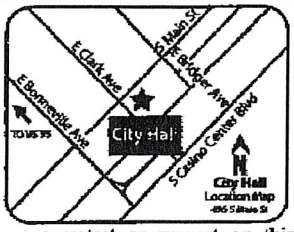

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ZON-75115 and SDR-75117 [PRJ-75014]
Planning Commission Meeting of **1/8/2019**

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Dept of Planning
City of Las Vegas

Case: ZON-75115 AND SDR-75117
13934810019
MCRIMMON S ARCHIE JR
FLEMING PAMELA H
6859 S EASTERN AVE #102
LAS VEGAS NV 89119-0003

117 JRDGNP1 89119

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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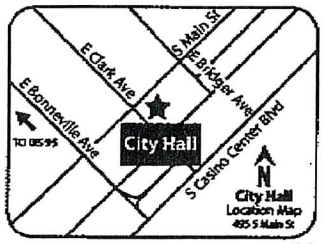

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Dept of Planning
City of Las Vegas

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ZON-75115 and SDR-75117 [PRJ-75014]
Planning Commission Meeting of **1/8/2019**

Case: ZON-75115 AND SDR-75117
13934810097
SAINT MAISIE L L C
3540 W SAHARA AVE #632
LAS VEGAS NV 89102

89 JRDCNP1 89102

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AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
65

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SDR-75117 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-75115 - PUBLIC HEARING - APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 6,500 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS OF TITLE 19.08 DEVELOPMENT STANDARDS AND TITLE 19.12 PARKING STANDARDS on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029), R-1 (Single Family Residential) Zone [PROPOSED: P-O (Professional Office)], Ward 3 (Coffin) [PRJ-75014]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	7
City Council Meeting	7	City Council Meeting	8

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Traffic Notes Submitted by the City of Las Vegas Department of Public Works Traffic Engineering Division
4. Backup Submitted at the March 6, 2019 City Council Meeting
5. Backup Submitted at the February 6, 2019 City Council Meeting
6. Submitted at Meeting - Documentation Not Vetted - Protest Petition
7. Backup Submitted at the January 8, 2019 Planning Commission 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 #	
Total Fee	
Date Received	
Received By	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) SITE DEVELOPMENT REVIEW

Project Address (Location) 728 GARCES AVE., LAS VEGAS, NV 89101

Project Name PROFESSIONAL LAW OFFICE **Proposed Use** LAW OFFICE

Assessor's Parcel #(s) 139-810-029 **Ward #** 3-COFFIN

General Plan: Existing MXU Proposed NO CHANGE **Zoning:** Existing R-1 Proposed P-0

Additional Information

PROPERTY OWNER DOWNTOWN SANCHEZ LL

Address 3960 HOWARD HUGHES PKWY STE 150 State NV Zip 89169

E-mail ROBERT.TORRES@GMAIL.COM Phone 702.836.3788

APPLICANT SYLVIA ESPARZA LAW

Address 3340 E PEPPER LANE State NV Zip 89120

E-mail SYLVIA@SYLVIAESPARSALAW.COM Phone 702.378.6377

REPRESENTATIVE CARLY MOSSMAN, KORA ARCHITECTURE

Address 9205 W. RUSSELL RD, STE 240 State NV Zip 89148

E-mail CARLY@KORAARCHITECTURE.COM Phone 702.328.4378

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 submittal 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 DARREN C PETERSEAL

Subscribed and sworn before me

This 14 day of November, 20 18

Notary Public in and for said County and State

Kelly Miller
Notary Public
State of Nevada
My Commission Expires: 06-22-22
Certificate No: 14-14403-1

PRJ-75014
11/15/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review and Zoning change

Project Address (Location) 728 Garces Ave, Las Vegas, NV 89101

Project Name Professional Law Office **Proposed Use** Office

Assessor's Parcel #(s) 139-34-810-029 **Ward #** 3 - BOB COFFIN

General Plan: existing MXU proposed ____ **Zoning:** existing R-1 proposed P-O

Commercial Square Footage 7,000SF **Floor Area Ratio** ____

Gross Acres 0.16 **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER Downtown Sanchez LLC **Contact** Robert Torres

Address 3960 Howard Hughes Pkwy #150 **Phone:** 7028353788 **Fax:** ____

City Las Vegas **State** NV` **Zip** 89169

E-mail Address robert.torres@colliers.com

APPLICANT Sylvia Esparza Law **Contact** Sylvia Esparza

Address 3340 E. Pepper Lane **Phone:** 7023786377 **Fax:** ____

City Las Vegas **State** NV **Zip** 89120

E-mail Address sylvia@sylviaesparzalaw.com

REPRESENTATIVE Kora Architecture **Contact** Carly Mossman

Address 8545 W. Warm Springs Rd. **Phone:** (702) 328-4378 **Fax:** ____

City Las Vegas **State** NV **Zip** 89113

E-mail Address carly@koraarchitecture.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name VALERIE G. PETERSEN

Subscribed and sworn before me

This 9 day of November, 20 18.

Notary Public in and for said County and State

Kelly Miller
Notary Public
State of Nevada
My Commission Expires: 06-28-22
Certificate No: 14-14403-1

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-75014 11/9/18

Revised 03/28/16

SDR 75117
Sylvia Esparza Law

728 Garces Lane

Proposed conversion of a single family dwelling into a 6.5 thousand square foot office building.

Proposed Use

Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	6.5	11.03	72
AM Peak Hour			1.56	10
PM Peak Hour			1.49	10

Previous Use

Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	1	9.44	9
AM Peak Hour			0.74	1
PM Peak Hour			0.99	1

Net Change

Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	5.5	11.03	62
AM Peak Hour			1.56	9
PM Peak Hour			1.49	9

Existing traffic on nearby streets:

Bonneville Avenue	
Average Daily Traffic (ADT)	3,291
PM Peak Hour (heaviest 60 minutes)	263

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Bonneville Avenue	12,480

This project will add approximately 62 trips per day on Garces Ave., 8th St., and Bonneville Ave. Currently, Bonneville is at about 26 percent of capacity. With this project, Bonneville is expected to be at about 27 percent of capacity. Counts are not available for Garces and 8th in this vicinity, but they are believed to be under capacity.

Based on Peak Hour use, this development will add into the area roughly 9 additional cars, or about one every six minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
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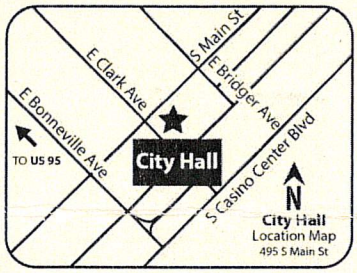
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2019 FEB 26 P 4:20

RECEIVED
FEB 12 2019
Dept of Planning
City of Las Vegas

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.

ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

Case: ZON-75115 AND SDR-75117
13934810096
CATRAM L L C
612 S 10TH ST
LAS VEGAS NV 89101-7001

87 LRDFNP1 89101

Submitted after final agenda
Date 2/26/19 Item 1-2
Addendum

SDR - 75117

I OPPOSE THE request for a site Development Plan Review for a proposed two-story, 6,500 square foot office building with waivers of Title 19.08 Development Standards and Title 19.12 Parking Standards on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029)

NAME	SIGNATURE	ADDRESS
CRAIG T. GAMETTE	Craig T. Gamette	620 So. 8th St.
CARY COLT DAMUS	Mark Trust	700 S. 8th St LV
TROY FOX, Crosby & FOX		710 S. 8th St. Las Vegas NV 89101
Roy McMahan		626 S. 8th 724 S. 8th
Ann Salisbury	Ann Salisbury	617 South Eighth Las Vegas 89101
MARLA FOOT	Marla Foot	617 S. EIGHTH ST LV NV 89101
M. Gregory	Michelle M Gregory	617 S. 8th St. #A LV NV 89101
J. SOTO		617 S. 8th St. LV NV 89101
	N. NEWARK	608 S. 8TH ST LV, NV 89101
CRISTINE Hinds	Austin Hinds	600 S 8th St LV NV 89101
Robert Langford		616 S. 8th St. LV NV 89101

Submitted at City Council
Date 2/6/19 Item 60
By: Robert Marshall

SDR - 75117

I OPPOSE THE request for a site Development Plan Review for a proposed two-story, 6,500 square foot office building with waivers of Title 19.08 Development Standards and Title 19.12 Parking Standards on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029)

NAME	SIGNATURE	ADDRESS
Allison Jarrell	Allison Jarrell	718 S. 8th St LV 89101
Charles Watson	Charles Watson	702 8th st 89101
Louisa Mendoza	Louisa Mendoza	702-218-4383
Chanya Landers	Chanya Landers	702 542 5450
Brian K Berman	Brian K Berman	721 Cass Ave (NWC 8th + Cass - 1 Blk away)
Eric Roy	Eric Roy	703 S 8th Street LV NV
MICHELLE JONES	Michelle Jones	703 S 8th St. LV NV 89101
GARY GUYMON	Gary Guymon	625 S. 8th Street Las Vegas NV
Thea Sankiewicz for Nonawa Properties LLC	Thea Sankiewicz	528 S. 8th Street Las Vegas, NV 89101
[illegible]	Robert Nersesian	11
Brian D. Shapiro	Brian D. Shapiro	510 S. 8th Street Las Vegas, NV 89101

SDR - 75117

I OPPOSE THE request for a site Development Plan Review for a proposed two-story, 6,500 square foot office building with waivers of Title 19.08 Development Standards and Title 19.12 Parking Standards on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029)

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Bobby L Kemp		501 S. 8th
Andrew Leavitt		633 S. 7th
Patricia Leavitt		633 S. 7th St.
	LAWRENCE ROUSE	523 S. 8th St.
JANE GAMETTE		620 So. 8TH ST.


625


700


LLOYD BAKER ATTORNEYS
500

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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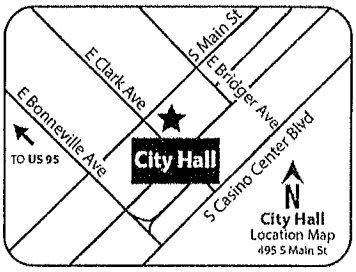
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75115 & SDR-75117
City Council Meeting of 2/6/2019

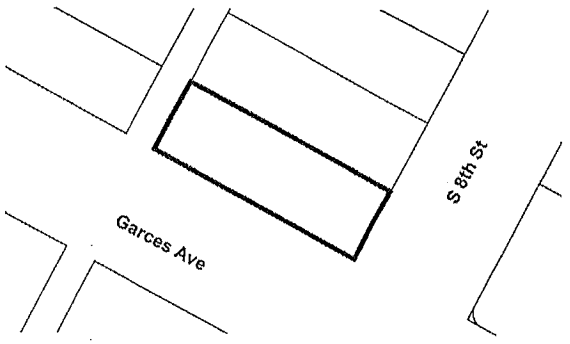
Case: ZON-75115 AND SDR-75117
13934801005
MARSHALL ROBERT E
625 S 8TH ST
LAS VEGAS NV 89101-7004

Application Information

ZON-75115 - REZONING - PUBLIC HEARING - APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC - For possible action on a request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-O (PROFESSIONAL OFFICE) on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029), Ward 3 (Coffin) [PRJ-75014]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

SDR-75117 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-75115 - PUBLIC HEARING - APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 6,500 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS OF TITLE 19.08 DEVELOPMENT STANDARDS AND TITLE 19.12 PARKING STANDARDS on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029), R-1 (Single Family Residential) Zone [PROPOSED: P-O (Professional Office)], Ward 3 (Coffin) [PRJ-75014]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	February 6, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

SDR - 75117

I OPPOSE THE request for a site Development Plan Review for a proposed two-story, 6,500 square foot office building with waivers of Title 19.08 Development Standards and Title 19.12 Parking Standards on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029)

NAME	SIGNATURE	ADDRESS
VICTOR M. CARDOZA, JR		531 S. 7TH ST LAS VEGAS, NV 89101
DAVID W. FASSETT		531 S. 7th ST. LAS VEGAS, NV 89101
		521 S 7th St Las Vegas NV 89101
DOMINIC VASQUEZ		521 S. 7th St LAS VEGAS NV 89101
Eva Garcia Mendoza		501 So. 7th St. Las Vegas, Nv. 89101
PATRICK GRIFFIN		508 S. 7TH ST #E LAS VEGAS - 89101
Isaiah Bradford		510 S. 7th St.
Martin Hart		526 S. 7th St.
Steven L. Scow		625 S. 7th St LV, NV 89101
Shawn Burian		626 S. 7TH STREET L.V. NEV 89101.
Donald J. Campbell		700 So. 7th Street Las Vegas, NV 89101

Submitted at City Council
Date 4/3/19 Item 65
By: Robert Marshall

SDR - 75117

I OPPOSE THE request for a site Development Plan Review for a proposed two-story, 6,500 square foot office building with waivers of Title 19.08 Development Standards and Title 19.12 Parking Standards on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029)

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CARY COLT DAYUE	[illegible] Trust	700 S. 8th St LV
Troy Fox, Crosby & Fox	[illegible]	710 S. 8th St. Las Vegas NV 89101
Roy McMahan	[illegible]	626 S. 8th 724 S. 8th
Ann Salisbury	Ann Salisbury	617 South Eighth Las Vegas 89101
MARLA KOOT	Marla Koot	617 S. EIGHTH ST LV NV 89101
M. Gregory	Michelle A Gregory	617 S. 8th St. #A LV NV 89107
J. Soto	[illegible]	617 S. 8th St. LV NV 89101
[illegible]	N. NEWARK	608 S. 8TH ST LV, NV 89101
Cristina Hinds	Cristina Hinds	600 S 8th St LV NV 89101
Robert Langford	[illegible]	616 S. 8th St. LV NV 89101

SDR - 75117

I OPPOSE THE request for a site Development Plan Review for a proposed two-story, 6,500 square foot office building with waivers of Title 19.08 Development Standards and Title 19.12 Parking Standards on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029)

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Charles Watson	Charles Watson	702 8th St 89101
Louisa Mendoza	Louisa Mendoza	702-218-4383
Chaya Randall	Chaya Randall	702 542 5450
Briank Berman	[illegible]	721 Gass Ave (NWC 8th + Gass 1 Blk away)
Eric Roy	[illegible]	703 5th 8th Street LV NV
MICHELLE JONES	[illegible]	703 5th 8th St. LV NV 89101
GARY GUYMON	[illegible]	625 S. 8th Street Las Vegas NV
Thea Sankiewicz for Nomawa Properties LLC	Thea Sankiewicz	528 S. 8th Street Las Vegas, NV 89101
[illegible]	Robert Nersesian	"
Brian D. Shapiro	[illegible]	510 S. 8th Street Las Vegas, NV 89101

SDR - 75117

I OPPOSE THE request for a site Development Plan Review for a proposed two-story, 6,500 square foot office building with waivers of Title 19.08 Development Standards and Title 19.12 Parking Standards on 0.16 acres at 728 Garces Avenue (APN 139-34-810-029)

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Lloyd Baker.		500 S. 8th
Bobby L Kemp		501 S. 8th
Andrew Leavitt		633 S. 7th
Patricia Leavitt		633 S. 7th St.
Lawrence Rouse	LAWRENCE ROUSE	523 S. 8th St.
JANE GAMETTE	Jane Gamette	630 So. 8th ST.
Laura L Fritz	Laura L Fritz	609 S 7th St.
Erika Washington	Erika Washington	600 S. 7th

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
JAN 0 7 2018
Dept of Planning
City of Las Vegas

CASE: SDR-75117 [PRJ-75014] - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-75115

SUBJECT: APPLICANT: SYLVIA ESPARZA LAW - OWNER: DOWNTOWN SANCHEZ, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JANUARY 8, 2019*** 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, JANUARY 7, 2019.***

Signature — Date: 1/7/19

Sylvia L. Esparza
Please Print Name

Law Office of Sylvia L Esparza
Company Name

Sincerely,

Eric McCammond
Senior Management Analyst
Case Planning Division

Submitted after Final Agenda
Item #8

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
66

DEPARTMENT: Planning **DISCUSSION**

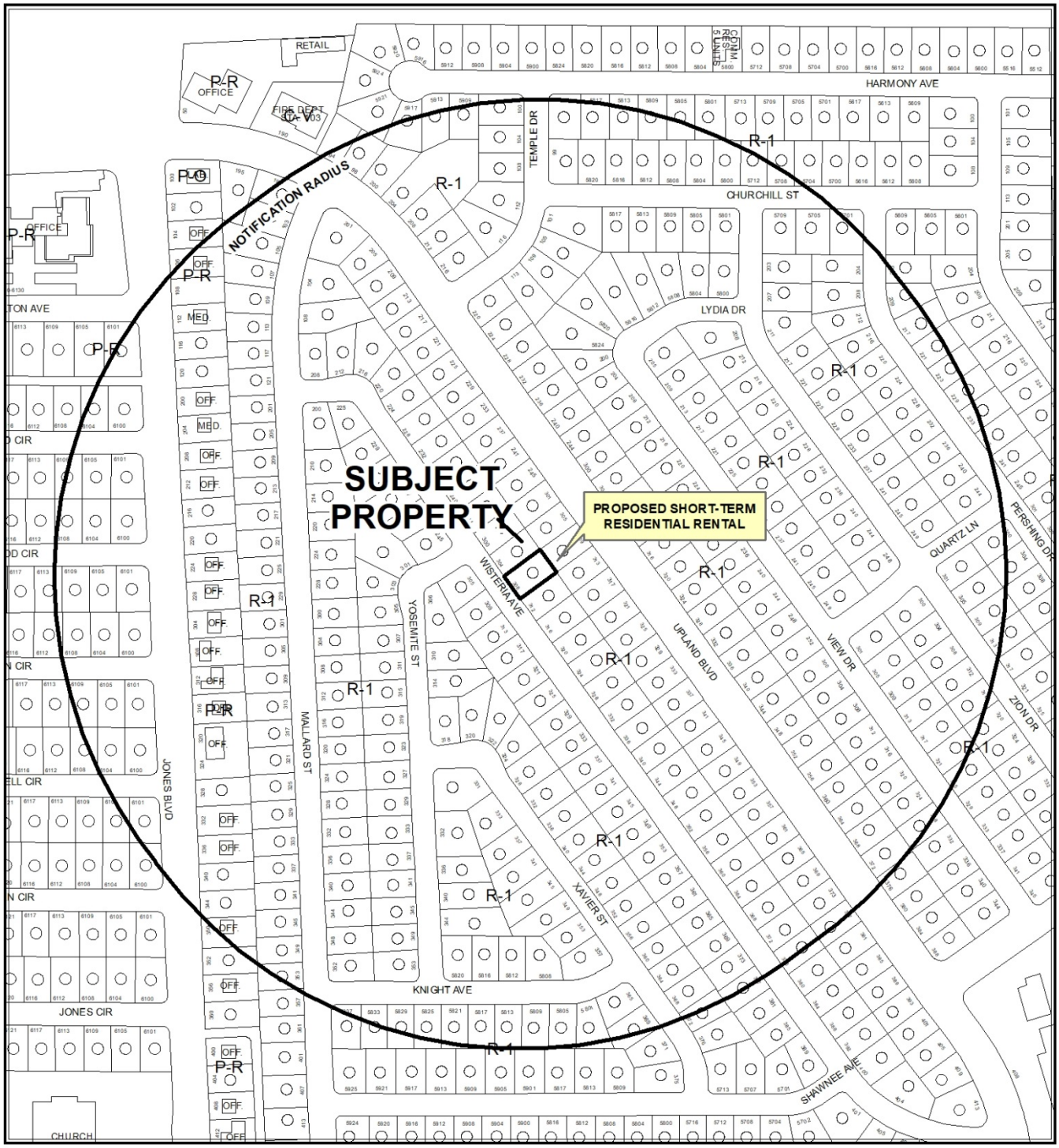
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-75033 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	11	City Council Meeting	3

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Backup Submitted at the March 6, 2019 City Council Meeting
7. Backup Submitted at the February 6, 2019 City Council Meeting
8. Submitted after Final Agenda - Abeyance Request Letter
9. Backup Submitted at the January 8, 2019 Planning Commission Meeting



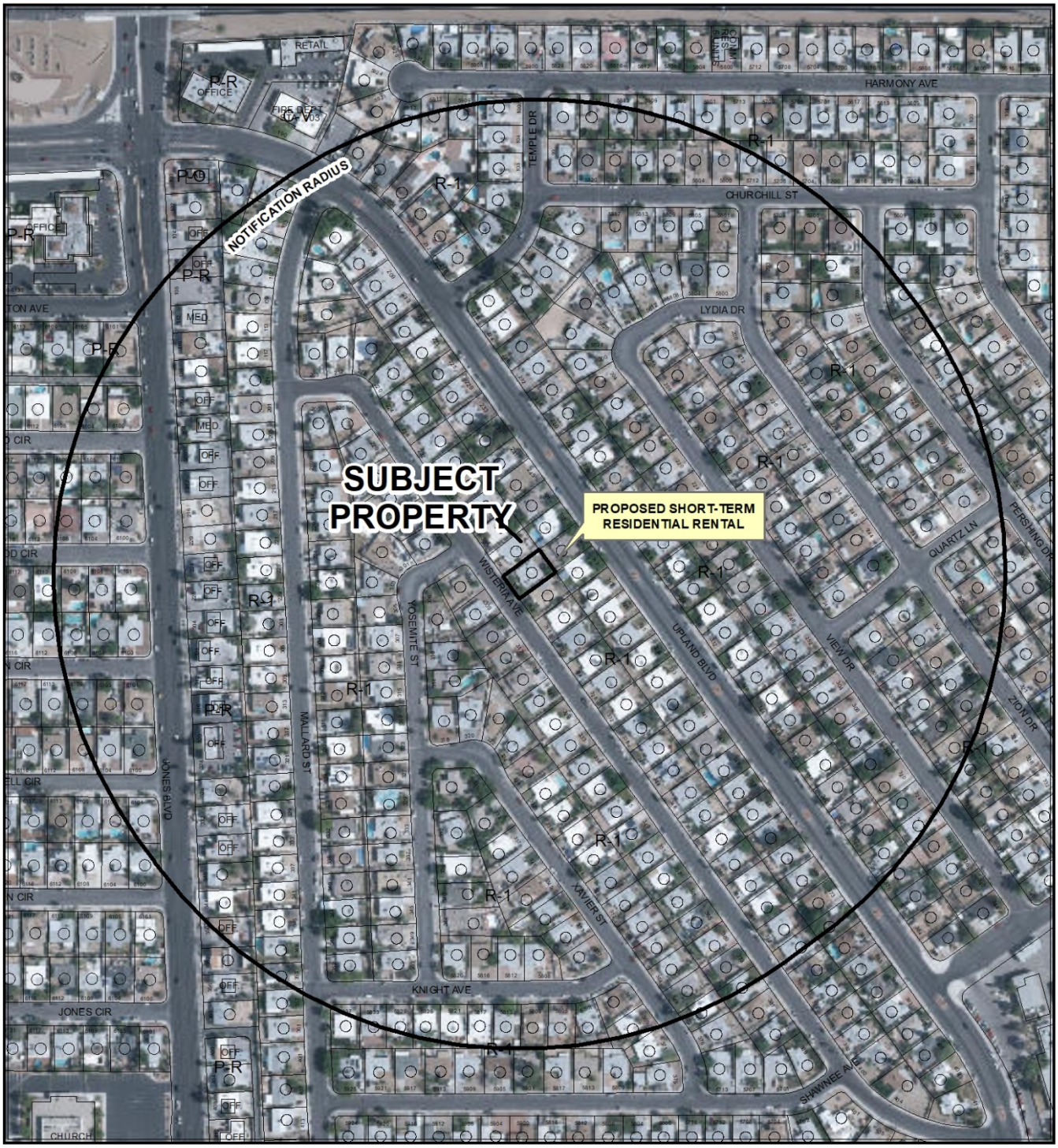
0 255 510 Feet

CASE: **SUP-75033 (PRJ-75032)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 255 510 Feet

CASE: **SUP-75033 (PRJ-75032)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



SUP-75033
(PRJ-75032)

Short Term Rental

Business Licence

- Existing Business Licence
- Pending Review
- Pending
- Special Use Permit
- Dual - Business License & Special Use Permit

Prohibited Areas

- Art District
- Symphony Park
- Cliff"s Edge
- Grand Canyon Village
- Providence Square
- Skye Canyon
- Summerlin
- Sun City
- Town Center
- West Summerlin
- Medical District

- City Limits
- Subject Property
- 660 ft 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: Monday, November 26, 2018

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: PRECISION ASSETS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-75033	Staff recommends APPROVAL, subject to conditions:	N/A

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 434 *By City Clerk

PROTESTS 11

APPROVALS 3

**** CONDITIONS ****

SUP-75033 CONDITIONS

Planning

1. An administrative review shall be conducted six months after the date of issuance of a business license.

2. At such time as the property is put up for sale, the property owner shall voluntarily expunge the Special Use Permit.

3. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Short-Term Residential Rental use, unless waived herein.

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. The use shall not include the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit.

6. Prior to the issuance of a Short-Term Residential Rental business license all inspections required by the City of Las Vegas must be approved.

7. All necessary business licenses shall be obtained in compliance with Title 6 prior to any rental activities.

8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

10. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to operate a Short-Term Residential Rental use within the existing single-family dwelling at 308 Wisteria Avenue.

ISSUES

- Pursuant to Title 19.12, a Short-Term Residential Rental use is permitted in the R-1 (Single Family Residential) zoning district as a Conditional Use.
- The applicant will not comply with the owner occupied requirements of the conditional use regulations and therefore per Title 19.12.040 a Special Use Permit is required.
- The applicant is required to schedule an inspection through the Department of Planning - Code Enforcement Division. The inspection must be approved prior to the issuance of the business license.

ANALYSIS

The subject property contains a single-family dwelling, is zoned R-1 (Single Family Residential) and is subject to Title 19 requirements. The dwelling contains three bedrooms per Clark County Assessor records. The site is also developed with a detached accessory structure. The Short-Term Residential Rental definition specifically prohibits the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit. Staff has included a recommended condition that includes that restriction.

A Short-Term Residential Rental use is permitted in the R-1 (Single Family Residential) zoning district as a Conditional Use. The proposed use would not meet the Conditional Use Regulations requiring it to be owner occupied during each period the unit is rented; therefore, per Title 19.12.040 a Special Use Permit is required. If another Short Term Residential Rental Special Use Permit (SUP) is approved within the 660-foot separation radius after a complete application is submitted, the additional SUP may factor into the determinations made by staff, Planning Commission and City Council. Further, it may necessitate additional waivers, renotification at the expense of the applicant, and delays in obtaining final action.

The Short-Term Residential Rental use is defined as "The commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the entire dwelling unit or one or more individual rooms within the unit for a period of less than 31 consecutive calendar days. This use does not include a "Community Residence," "Facility for Transitional Living for Released Offenders," or any other facility with dwelling units that is specifically defined in Chapter 19.18. For purposes of this Title, this use does not include the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit.

The Minimum Special Use Permit Requirements for this use include: (The requirements marked with an asterisk cannot be waived.)

*1. The operator must obtain a business license to operate the use.

If this Special Use Permit is approved, the applicant will be required to obtain a business license prior to operating.

*2. The use must comply on an ongoing basis with all governmental licensing and regulatory requirements, including the payment of applicable room taxes and licensing fees.

If a business license is issued for this Short-Term Residential Rental, it will be subject to license renewal and annual compliance review to ensure that all regulatory requirements continue to be met.

*3. The use must comply with the City's noise regulations as they apply to residential uses, as well as any applicable provisions of the Municipal Code that may pertain to odor nuisances.

The Code Enforcement Division will investigate noise and odor nuisance allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

*4. Vehicle parking associated with the use shall comply with applicable parking regulations, and vehicles of guests and invitees shall not obstruct traffic or access to other properties in the area.

The Code Enforcement Division will investigate traffic and access obstruction allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

*5. In addition to and independent of any enforcement authority or remedy described in this Title, the failure to comply with a Minimum Special Use Permit Requirement or other condition of approval associated with this use may be enforced as in the case of a violation of Title 6 by means of a civil proceeding pursuant to LVMC 6.02.400 to 6.02.460, inclusive.

If a business license is issued for this Short-Term Residential Rental, it will be subject to license renewal and annual compliance review to ensure that all regulatory requirements continue to be met.

*6. The use is allowed in the P-O, O, C-1, C-2 and C-PB Zoning Districts only in connection with the residential component of a mixed-use development or in a dwelling unit permitted as a legal nonconforming use.

This condition does not apply, as the subject site is not zoned P-O, O, C-1, C-2 or C-PB.

*7. The maximum occupancy of the residential dwelling unit shall not exceed the limits provided for in LVMC 6.75.090.

The Code Enforcement Division will investigate maximum occupancy allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

8. The use may not be located closer than 660 feet to any other Short-Term Residential Rental use (measured from property line to property line).

The proposed use meets this requirement, as the subject property is 2,341 feet from the nearest Short-Term Residential Rental use.

Additional parking for a Short-Term Residential Rental is only required if the unit has more than five bedrooms, at which point one additional space shall be required for every two additional bedrooms or fractional portion thereof. The proposed Short-Term Residential Rental has three bedrooms and therefore is not required to provide additional parking.

The site meets the distance separation requirements and the use can be conducted in a manner that is harmonious and compatible with existing land uses. Staff therefore recommends approval, subject to conditions.

FINDINGS (SUP-75033)

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 Short-Term Residential Rental use can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses. The subject property is located more than 660 feet from another Short-Term Residential Use.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the use as a Short-Term Residential Rental.

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 proposed Short-Term Residential Rental use will be accessed from Wisteria Avenue, a 50-foot wide local street, which will provide adequate access for 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 approval of the Special Use Permit on this subject property will be subject to conditions of approval, business license approval, and compliance inspections to assure it will not compromise the public health safety and welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Short-Term Residential Rental use complies with all of the Special Use Permit requirements listed in Title 19.12.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/08/19	The Planning Commission voted (6-0-1) to recommends APPROVAL of a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].
02/06/19	The City Council voted to hold in abeyance a request for a Special Use Permit (SUP-75033) FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].
03/06/19	The City Council voted to hold in abeyance a request for a Special Use Permit (SUP-75033) FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].

Most Recent Change of Ownership	
10/23/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No building permits/licenses were found in relation to the subject site.

Pre-Application Meeting
No Pre-Application Meeting was conducted prior to the submission of this application.

Neighborhood Meeting
A neighborhood meeting was not required or held.

Field Check	
11/29/18	During a routine field check, staff observed a well maintained single family dwelling with no trash or debris.

Details of Application Request	
Site Area	
Net Acres	0.14

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
Northwest	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
Southeast	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
Northeast	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
Southwest	Single Family, Detached	L (Low Density Residential)	R-1 (Single 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 (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Wisteria Avenue	Local Street	Title 13	50	Y

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: _____ APN: 138-36-115-046

Name of Property Owner: PRECISION ASSETS

Name of Applicant: PRECISION ASSETS

Name of Representative: TAYLOR CONSULTING GROUP, INC. (NATHANIEL TAYLOR)

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

STATE OF NEVADA
COUNTY OF CLARK
Signature of Property Owner: _____

Print Name: ALE SEGAL

Subscribed and sworn before me

This 24 day of OCT, 20 18

_____
Notary Public in and for said County and State

CODY RAYNOHA
Notary Public-State of Nevada
APPT. NO. 13-10197-1
My Appt. Expires 02-27-2021

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

SDR-75032
11/08/18

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL-USE PERMIT (SHORT-TERM RENTAL)

Project Address (Location) 308 WISTERIA AVE.

Project Name PRECISION ASSETS **Proposed Use** _____

Assessor's Parcel #(s) 138-36-115-046 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.14 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER PRECISION ASSETS **Contact** _____

Address 8367 W. FLAMINGO RD., #101 **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NEVADA **Zip** 89147

E-mail Address _____

APPLICANT PRECISION ASSETS **Contact** _____

Address 8367 W. FLAMINGO RD., #101 **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NEVADA **Zip** 89147

E-mail Address _____

REPRESENTATIVE TAYLOR CONSULTING GROUP **Contact** NATHANIEL TAYLOR

Address 8414 W. FARM ROAD, #180 **Phone:** (702) 994-3844 **Fax:** _____

City LAS VEGAS **State** NEVADA **Zip** 89131

E-mail Address info@thetaylorconsultinggroup.com

STATE OF NEVADA
COUNTY OF CLARK

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name AVE SEGAL

Subscribed and sworn before me

This 24 day of Oct, 20 18.

_____

Notary Public in and for said County and State

CODY RAYNOHA
Notary Public-State of Nevada
APPT. NO. 13-10197-1
My Appt. Expires 02-27-2021

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

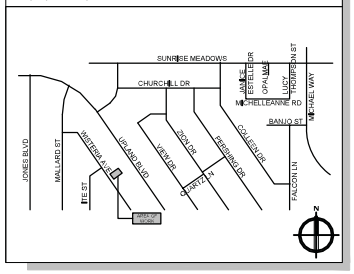
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08

PRJ-75032
11/08/18

LOCATOR MAP



PROJECT INFORMATION

OWNER NAME(S):
PRECISION ASSETS

SITE ADDRESS:
308 WISTERIA AVE

ASSESSORS PARCEL NUMBER:
138-36-115-046

JURISDICTION:
LAS VEGAS - 89107

ZONING CLASSIFICATION:
SINGLE FAMILY RESIDENT DISTRICT (R-1)

ESTIMATED LOT SIZE:
0.14 ACRES (6,098 SQ. FT.)

BUILDING AREA:
1,615 SQ. FT.

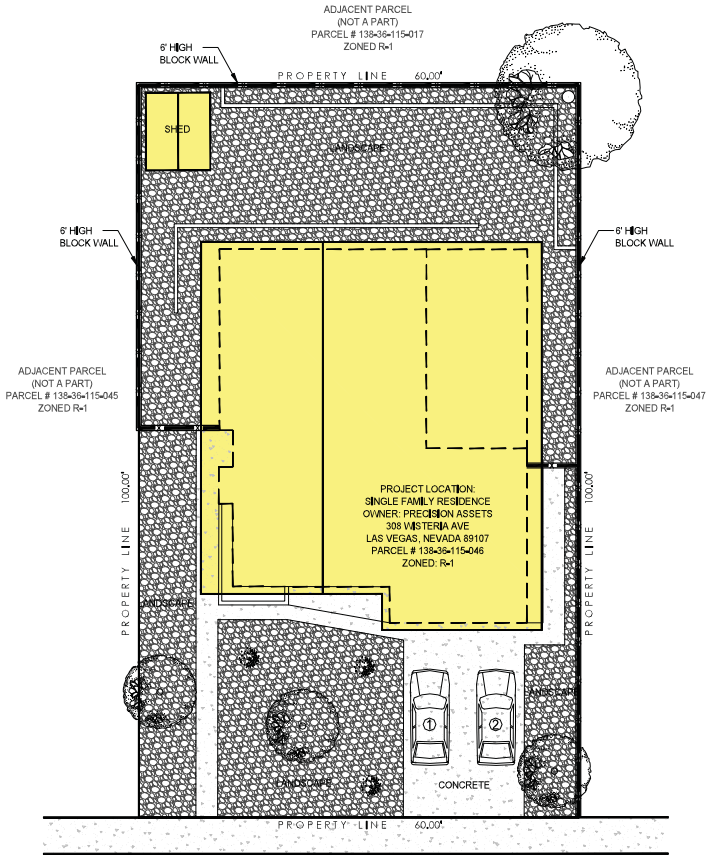
LOT COVERAGE:
27%

PROVIDED PARKING STALLS:
2 SPACES

OWNER OCCUPIED:
NO

PRJ-75032
11/08/18

SPECIAL USE PERMIT FOR:
PRECISION ASSETS
308 WISTERIA AVE
LAS VEGAS, NEVADA 89107
PARCEL # 138-36-115-046



1
A1.00

EXISTING SITE PLAN

SCALE: 1/8" = 1'-0"

Rev	Date	Description

Stamp:

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Phone: (702) 816-4107 Fax: (702) 224-2192
STREAMLINE CONCEPT
DRAFTING AND DESIGN
6935 ALIANTE PARKWAY #104-432 LAS VEGAS, NEVADA 89084

SPECIAL USE PERMIT FOR:
PRECISION ASSETS
VACATION RENTAL PROPERTY
308 WISTERIA AVE
LAS VEGAS, NEVADA 19107
APN # 138-36-115-046

DATE
10-15-2018

PHASE
SPECIAL USE PERMIT SUBMITTAL

PROJECT NO.
001-18035

SHEET NO.
A1.00
EXISTING SITE PLAN

Rev	Date	Description

Stamp:

STREAMLINE CONCEPT
DRAFTING AND DESIGN
6935 ALIANTE PARKWAY #104-432 LAS VEGAS, NEVADA 89084
Phone: (702) 816-4107 Fax: (702) 224-2192

SPECIAL USE PERMIT FOR:
PRECISION ASSETS
VACATION RENTAL PROPERTY
308 MISTERIA AVE
LAS VEGAS, NEVADA 19107
APN # 138-36-715-046

DATE 10-15-2018
PHASE SPECIAL USE PERMIT SUBMITTAL
PROJECT NO. 001-18035
SHEET NO. A2.00
EXISTING FLOOR PLAN

N

1 A2.00 **EXISTING FLOOR PLAN**

SCALE: 1/4" = 1'-0"

FLOOR AREA CALCULATION

BUILDING AREA:	
LIVABLE SPACE	1,250 S.F.
GARAGE	365 S.F.
TOTAL	1,615 S.F.
TOTAL OCCUPANCY	8 GUEST

SYMBOL LEGEND

FE FIRE EXTINGUISHER

EXIT EXIT SIGNAGE

PRJ-75032
11/08/18



SUP-75033 [PRJ-75032] - SPECIAL USE PERMIT - APPLICANT/OWNER: PRECISION ASSETS
308 WISTERIA AVENUE

11/29/18

Taylor Consulting Group, Inc.

Government Affairs & Land Use Consultants • Liquor & Gaming Licensing

November 2, 2018

City of Las Vegas Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

Re: 308 Wisteria Ave. (SUP—Short-Term Rental)

To Whom It May Concern:

We are respectfully requesting a special-use permit to operate a short-term rental at 308 Wisteria Ave., Las Vegas, NV 89107. This operator has a vested interest in our community and will follow all the City requirements related to this business. This property will not be owner occupied.

Thank you in advance for your time and attention to this matter. Should you have any questions or concerns, please contact me on my mobile phone at: 702-994-3844

Respectfully,

Nathaniel Taylor

Nathaniel Taylor
President

PRJ-75032
11/08/18

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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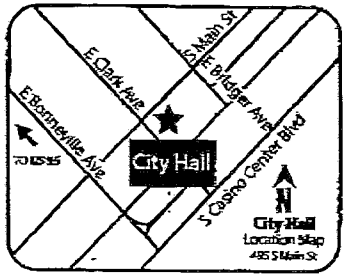
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

97 LRDFNP1 89106

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Case: SUP-75033
13836214009
STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106

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2019 JAN 28 P 1:46

01/28/2019 MON 13:42 FAX 702 385 6967 Signature Mgmt. 003/003

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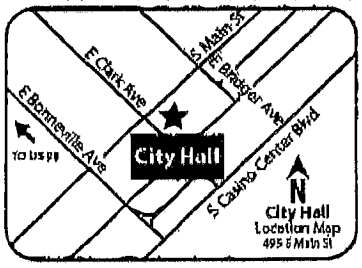

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836215025
PLASTER BRIAN R & MARGARET B FAM
801 S RANCHO DR #E-4
LAS VEGAS NV 89106

ity of Las Vegas
ffice Of The City Clerk
)5 South Main Street, 2nd Floor
as Vegas, Nevada 89101

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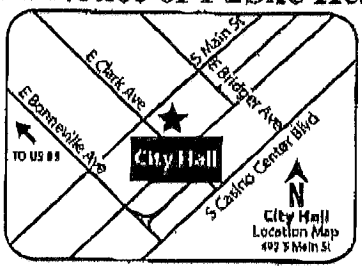

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

ease use available blank space on card for your comments.

JP-75033

ty Council Meeting of 2/6/2019

Case: SUP-75033

13836117013
STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106

City of Las Vegas
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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836213049
BUCKLEY SILVIA & KEVIN
2333 PINTO LN
LAS VEGAS NV 89107-4625

97 LADFNP1 89107

Submitted after final

Date 2/4/19 Item 75

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Office Of The City Clerk
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Las Vegas, Nevada 89101

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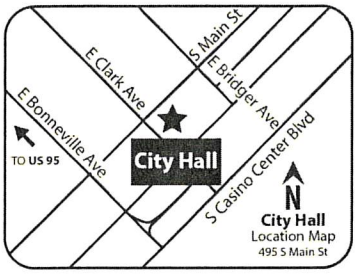

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836115044
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LADFNP1 89107

City of Las Vegas
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Las Vegas, Nevada 89101

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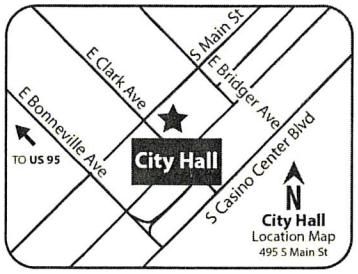

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836115006
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

Submitted after final agenda

Date 2/5/19 Item 75

97 LADFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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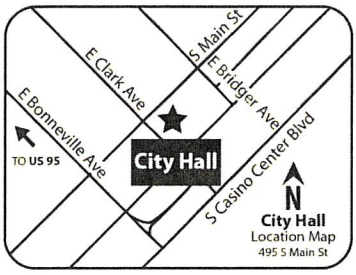

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836115032
LINDELL JAC
104 SOUTH MALLARD ST
LAS VEGAS NV 89107

97 LADFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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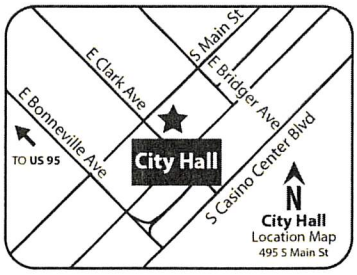

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836115042
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LADFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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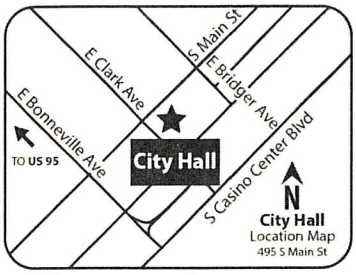
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836213039
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LRDFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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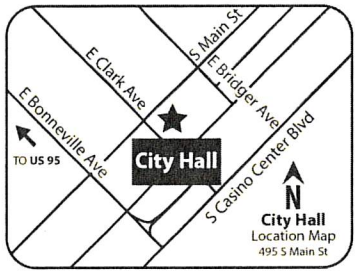
Return Service Requested
Official Notice of Public Hearing



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-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836213032
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LRDFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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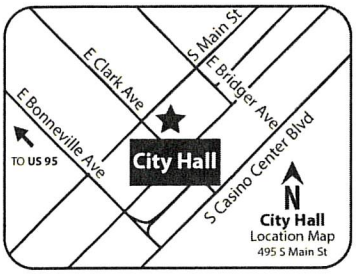

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836213005
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LADFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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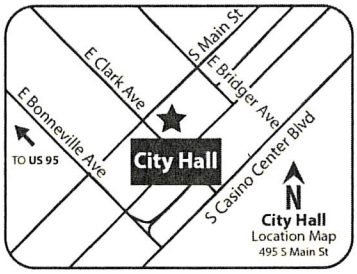

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836115038
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LADFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Return Service Requested
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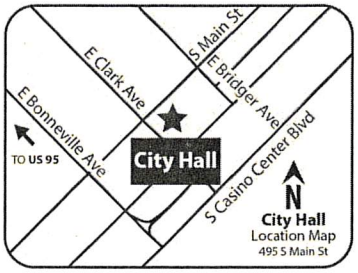

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033

City Council Meeting of 2/6/2019

Case: SUP-75033

13836115041
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LRDFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Please return

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29 JAN '19
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2019 FEB -5 P 12:11

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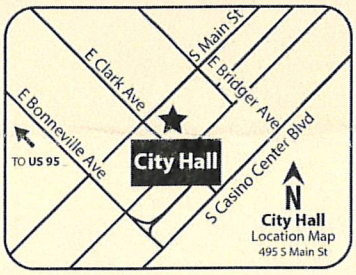

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033

13836213087
VALDEZ ALVARO
320 WISTERIA AVE
LAS VEGAS NV 89107-2617

97 LRDFNP1 89107

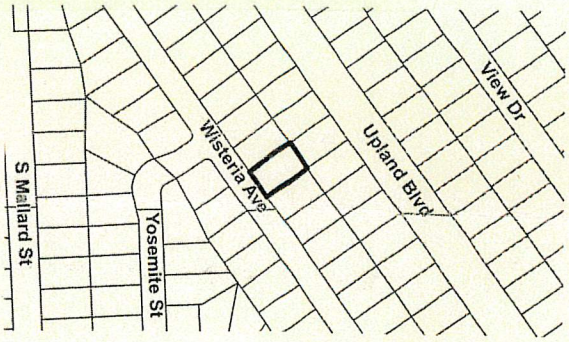
Application Information

SUP-75033 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

We have enough mess at 316 Wisteria as well at 332 Wisteria

No one Takes care about it Fill out a report no one show up yet

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	February 6, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

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Las Vegas, Nevada 89101

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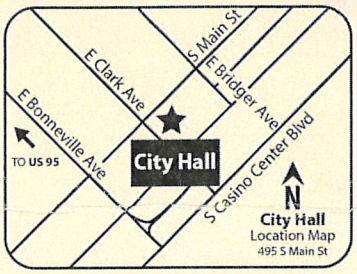

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836213054
MORGAN STORY CONNIE KIM
701 UPLAND PL
LAS VEGAS NV 89107

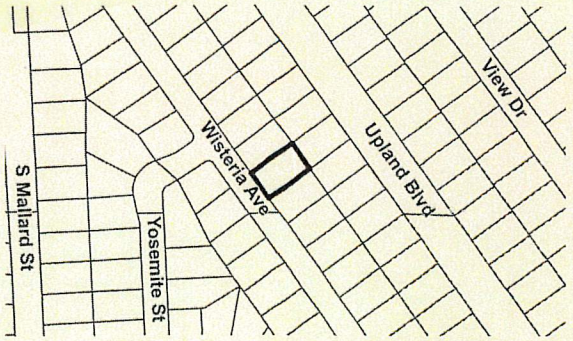
97 LRDFNP1 89107

Application Information

SUP-75033 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

WE SAY NO! WE LIVE TWO HOUSES FROM ONE AND IF ANY OF YOU DID YOU WOULD SAY NO TOO. SOMEONG MUST BE MAKING ALOT of MONEY ON THIS! 24 HR TRAFFIC ETC. ETC. ETC. ETC.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	February 6, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

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MOTELS BELONG ON THE STRIP NOT IN

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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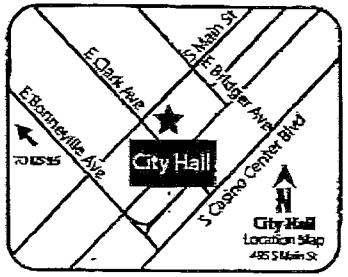

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033

City Council Meeting of 2/6/2019

Case: SUP-75033
13836214009
STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106

97 LRDFNP1 89106

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2019 JAN 28 P 1:46

01/28/2019 MON 13:42 FAX 702 385 6967 Signature Mgmt. 003/003

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Las Vegas, Nevada 89101

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2019 JAN 28 P 1:46
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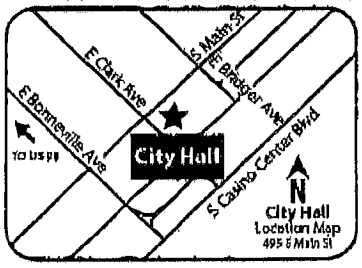

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836215025
PLASTER BRIAN R & MARGARET B FAM
801 S RANCHO DR #E-4
LAS VEGAS NV 89106

ity of Las Vegas
ffice Of The City Clerk
)5 South Main Street, 2nd Floor
as Vegas, Nevada 89101

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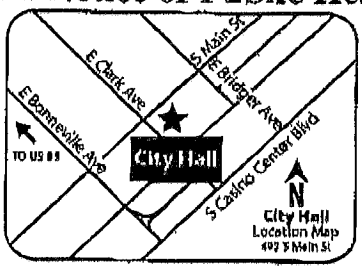

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

ease use available blank space on card for your comments.

Case: SUP-75033

13836117013
STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106

JP-75033
ty Council Meeting of 2/6/2019

Taylor Consulting Group, Inc.

Government Affairs & Land Use Consultants • Liquor & Gaming Licensing

April 2, 2019

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2019 APR -2 A 10:58

City of Las Vegas Clerk's Office
495 S. Main Street
Las Vegas, NV 89101

Re: Agenda Item #66 4-3-19 (SUP-75033)

To Whom It May Concern:

We are respectfully requesting a 30 day abeyance on item #66 (SUP-75033) of the April 3, 2019 City Council Meeting Agenda. This request is being made due to our inability to secure a location for our neighborhood meeting in-time to get the notifications sent out to the community. The neighborhood meeting is now on the calendar for Thursday, April 25, 2019 at the Mirabelli Community Center—6:00 pm.

Thank you in advance for your time and attention to this matter. Should you have any questions or concerns, please contact me on my mobile phone at: 702-994-3844

Respectfully,

Nathaniel Taylor

Nathaniel Taylor
President

Submitted after final agenda

Date 4/2/2019 Item 66

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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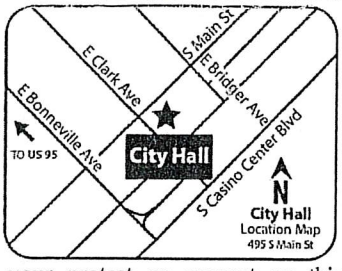
Official Notice of Public Hearing



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 submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-75033 [PRJ-75032]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75033
13836215004
ZAMORA JOE R & ELVA R
312 ZION DR
LAS VEGAS NV 89107-2650

97 JRDCNP1 89107

Submitted after Final Agenda

587

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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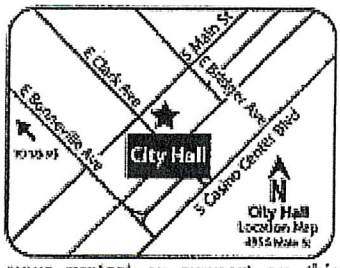

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033 [PRJ-75032]
Planning Commission Meeting of **1/8/2019**

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Dept of Planning
City of Las Vegas

Case: SUP-75033
13836116025
BRADLEY JOHN E & SHIRLEY FAM TR
BRADLEY JOHN E & SHIRLEY J TRS
236 VIEW DR
LAS VEGAS NV 89107-2044

97 JRD2NP1 89107

Application Information

SUP-75033 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].

THIS GROWING TREND MUST NEVER BE ALLOWED IN THIS NEIGHBORHOOD. THIS POLICY SHOULD BE STOPPED IN THE ENTIRE CITY. NO CALIFORNIA EAST!!!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***January 8, 2019***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TTY 7-1-1) or go to http://www5.lasvegasnevada.gov/sirepub/meet.aspx

58P

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. 1030

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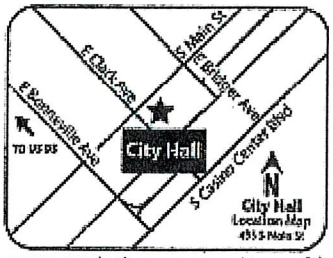

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75033 [PRJ-75032]
Planning Commission Meeting of **1/8/2019**

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Dept of Planning
City of Las Vegas

Case: SUP-75033
13836113001
CHIODINI 2002 REVOCABLE LIV TR
CHIODINI RONALD V & VERLENE TRS
195 UPLAND BLVD
LAS VEGAS NV 89107-2659

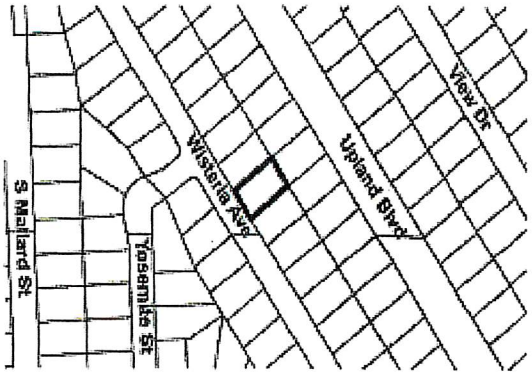
97 JRDCNP1 89107

Application Information

SUP-75033 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].

Please reject this permit request. This is not a neighborhood that needs "hotels." It is an old family neighborhood and should stay that way, not a "party house" location. That's what so many of these places have turned into according to the others in the area who have been putting up with this kind of rental use. Reject this request PLEASE! Verlene Chiodini

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***January 8, 2019***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

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58P

Nora Lares

From: noreply@formstack.com
Sent: Monday, January 7, 2019 8:28 AM
To: Planning Comments
Subject: Planning Application Comments Form

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JAN 0 7 2018
Dept of Planning
City of Las Vegas

Formstack

Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/07/19 8:28 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75032
Position:	I OPPOSE the project and all related applications.
Name:	Grant Roylance
Residential or Business Address:	344 Wisteria Ave Las Vegas, NV 89107
Phone:	(702) 349-8450
Email:	riddles68@live.com
Comments:	I oppose any type of vacation rental use in our neighborhood. Our neighborhood is an older working class neighborhood and to bring in transient occupants on a weekly basis will be detrimental to our already struggling neighborhood. The safety of our elderly, children and families in our neighborhood would be compromised if this special use permit was approved. I strongly oppose this Special Use Permit.

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

S8P

Nora Lares

From: noreply@formstack.com
Sent: Friday, January 4, 2019 9:40 PM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

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JAN 0 7 2018
Dept of Planning
City of Las Vegas

Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/04/19 9:40 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75032
Position:	I OPPOSE the project and all related applications.
Name:	Corey Lockett
Residential or Business Address:	324 wisteria ave Las vegas, NV 89107
Phone:	(702) 287-1974

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

S8P

Telephone Protest/ Approval Log

Meeting Date: _____ **Case Number:** _____

Date: 12/27/18
Name: John B. Wisniewski
Address: 6513 Hyde Ave LV NV 89107
Phone: 702-877-2321
☑ PROTEST ☐ APPROVE
NO
SUP 75033 58P

Date: 01/02/19
Name: Thomas Northouse
Address: 2116 Mission Peak Cir 89146
Phone: 702-376-7702
☒ PROTEST ☐ APPROVE
SUP-75044 60P

Date: 1/3/19
Name: David Francis
Address: 8921 Dio Guidi Dr LV NV 89117
Phone: 702-498-1880
☒ PROTEST ☐ APPROVE
SUP-75150 61P

Date: 1/3/19
Name: Robert Bobbett
Address: 1540 odette Ln LV 89117
Phone: 702-363-2733
☒ PROTEST ☐ APPROVE
SUP-75150 61P

Date: 1/3/19
Name: Robert Guo
Address: 2120 mission Peak Circle LV 89146
Phone: 702-221-0331
☒ PROTEST ☐ APPROVE
SUP-75044 60P

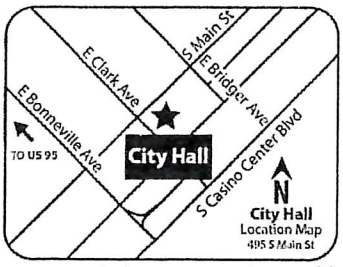
Date: _____
Name: _____
Address: _____
Phone: _____
☐ PROTEST ☐ APPROVE

Submitted after Final Agenda
58P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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 submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-75033 [PRJ-75032]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75033

13836212035
MADSEN SCOTT T
6216 BRITTANY WAY
LAS VEGAS NV 89107-3445

NIXIE 891 FE 1320 0001/03/19
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
SC: 89106370303 *0294-01497-03-33

ANK
97 JRDONEOS >SERBC

Submitted after Final Agenda

S8P

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
67

DEPARTMENT: Planning **DISCUSSION**

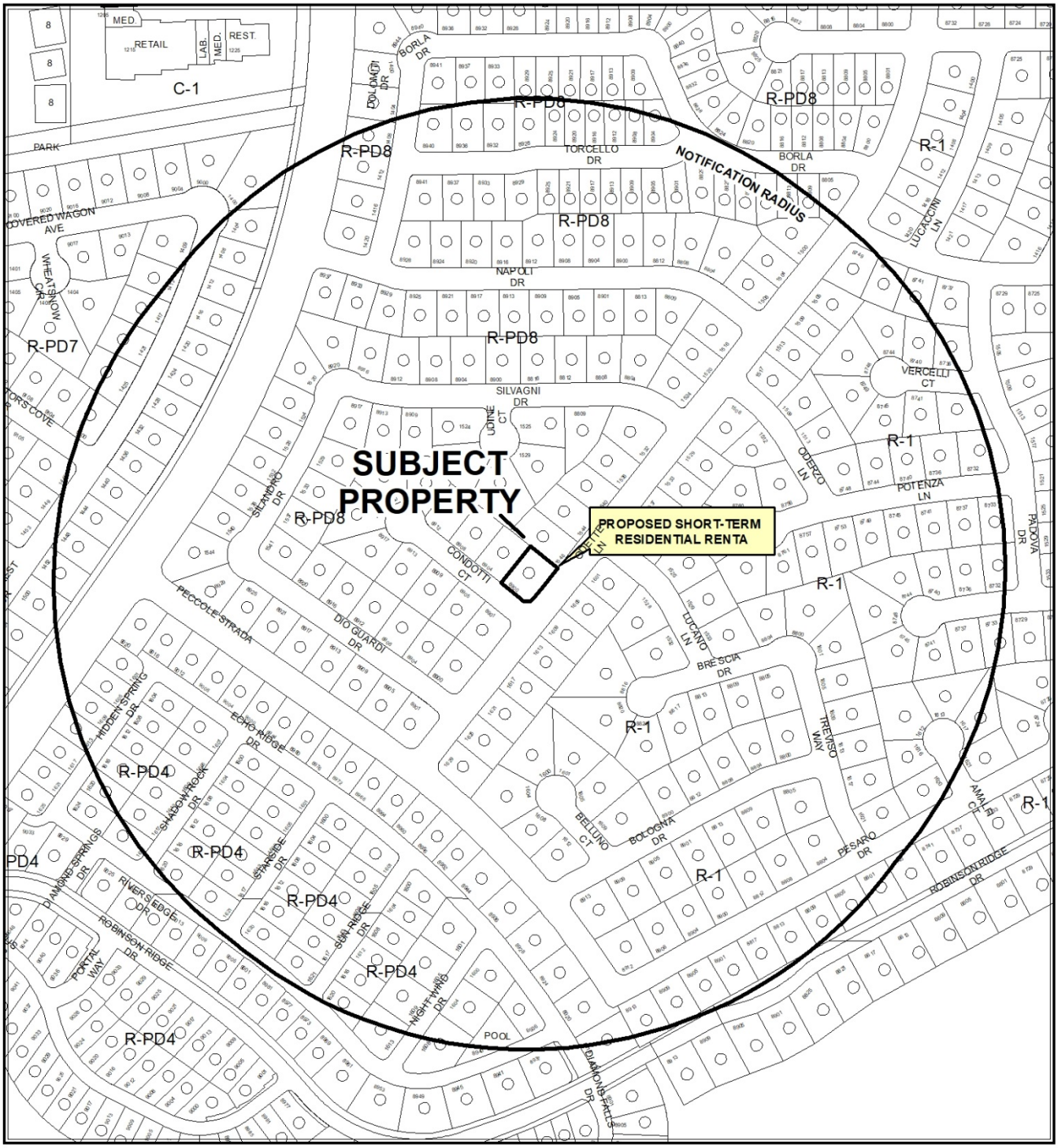
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-75150 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ANA ORTEGA - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Vacant) [PRJ-75050]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	48	City Council Meeting	1

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

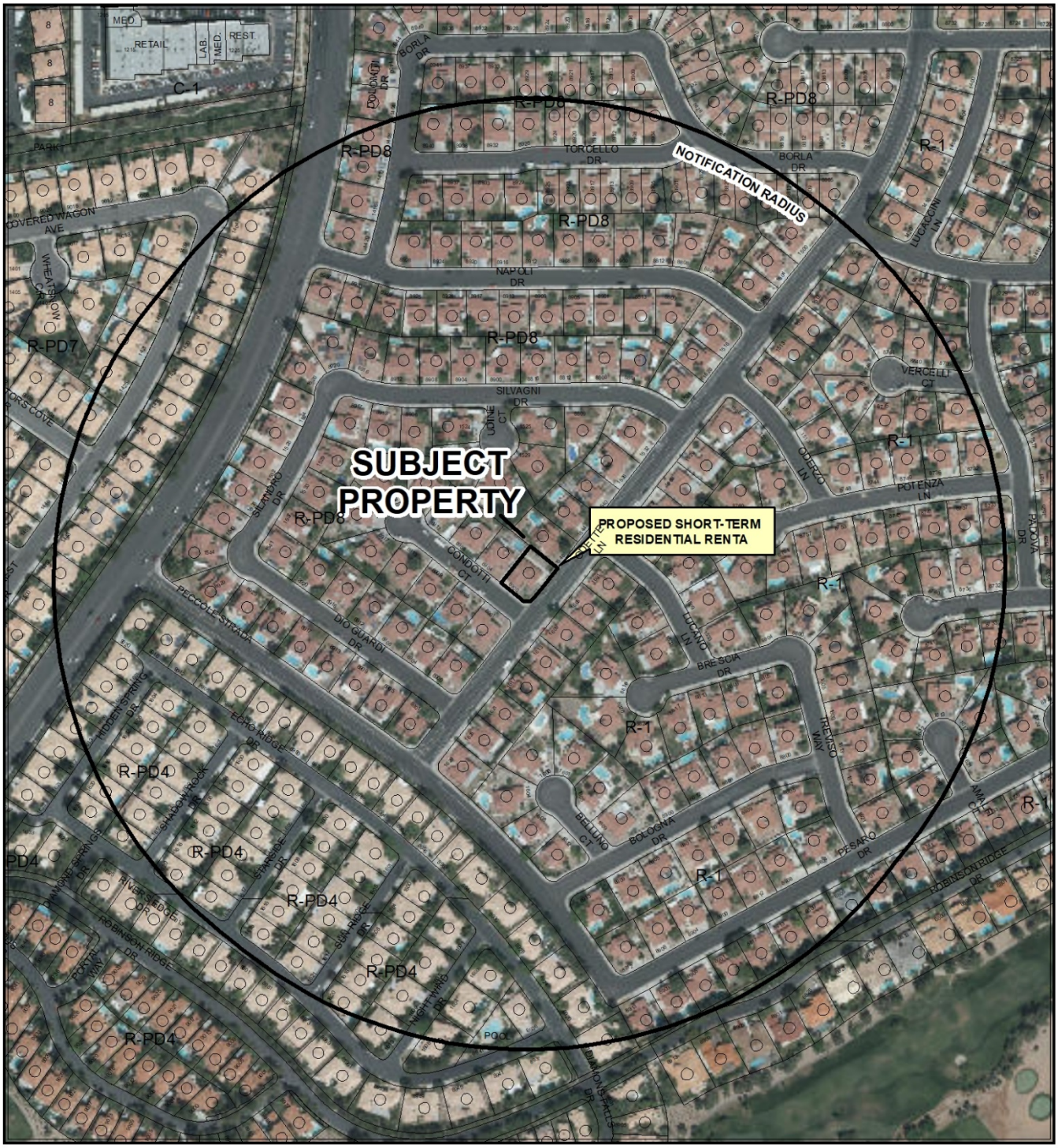
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest Letter
7. Backup Submitted at the February 6, 2019 City Council Meeting
8. Submitted after Final Agenda - Letter and E-mails Pertaining to Withdrawal with Prejudice Request and Documentation Not Vetted - Protest E-mail
9. Backup Submitted at the January 8, 2019 Planning Commission Meeting



CASE: **SUP-75150 (PRJ-75050)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE)



CASE: **SUP-75150 (PRJ-75050)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE)



SUP-75150
(PRJ-75050)
Short Term Rental

Business Licence

- Existing Business Licence
- Pending Review
- Pending
- Special Use Permit
- Dual - Business License & Special Use Permit

Prohibited Areas

- Art District
- Symphony Park
- Cliff"s Edge
- Grand Canyon Village
- Providence Square
- Skye Canyon
- Summerlin
- Sun City
- Town Center
- West Summerlin
- Medical District

- City Limits
- Subject Property
- 660 ft Buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, November 27, 2018

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: ANA ORTEGA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-75150	Staff recommends APPROVAL, subject to conditions:	N/A

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 345 *By City Clerk

PROTESTS 47

APPROVALS 1

CC

**** CONDITIONS ****

SUP-75150 CONDITIONS

Planning

1. At such time as the property is put up for sale, the property owner shall voluntarily expunge the Special Use Permit.

2. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Short-Term Residential Rental use, unless waived herein.

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. The use shall not include the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit.

5. Prior to the issuance of a Short-Term Residential Rental business license all inspections required by the City of Las Vegas must be approved.

6. All necessary business licenses shall be obtained in compliance with Title 6 prior to any rental activities.

7. 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.

8. 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.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to operate a Short-Term Residential Rental use within the existing single-family dwelling at 8900 Condotti Court.

ISSUES

- Pursuant to Title 19.12, a Short-Term Residential Rental use is permitted in the R-PD8 (Residential Planned Development – 8 Units per Acre) zoning district as a Conditional Use.
- The applicant will not comply with the owner occupied requirements of the conditional use regulations and therefore per Title 19.12.040 a Special Use Permit is required.
- The applicant is required to schedule an inspection through the Department of Planning - Code Enforcement Division. The inspection must be approved prior to the issuance of the business license.

ANALYSIS

The subject property contains a single-family dwelling, is zoned R-PD8 (Residential Planned Development – 8 Units per Acre); and is subject to Title 19 requirements. The dwelling contains three bedrooms per Clark County Assessor records. The Short-Term Residential Rental definition specifically prohibits the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit. Staff has included a recommended condition that includes that restriction.

A Short-Term Residential Rental use is permitted in the R-PD8 (Residential Planned Development – 8 Units per Acre) zoning district as a Conditional Use. The proposed use would not meet the Conditional Use Regulations requiring it to be owner occupied during each period the unit is rented; therefore, per Title 19.12.040 a Special Use Permit is required. If another Short Term Residential Rental Special Use Permit (SUP) is approved within the 660-foot separation radius after a complete application is submitted, the additional SUP may factor into the determinations made by staff, Planning Commission and City Council. Further, it may necessitate additional waivers, renotification at the expense of the applicant, and delays in obtaining final action.

The Short-Term Residential Rental use is defined as "The commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the entire dwelling unit or one or more individual rooms within the unit for a period of less than 31 consecutive calendar days. This use does not include a "Community Residence," "Facility for Transitional Living for Released Offenders," or any other facility with dwelling units that is specifically defined in Chapter 19.18. For purposes of this Title, this use does not include the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit.

The Minimum Special Use Permit Requirements for this use include: (The requirements marked with an asterisk cannot be waived.)

*1. The operator must obtain a business license to operate the use.

If this Special Use Permit is approved, the applicant will be required to obtain a business license prior to operating.

*2. The use must comply on an ongoing basis with all governmental licensing and regulatory requirements, including the payment of applicable room taxes and licensing fees.

If a business license is issued for this Short-Term Residential Rental, it will be subject to license renewal and annual compliance review to ensure that all regulatory requirements continue to be met.

*3. The use must comply with the City's noise regulations as they apply to residential uses, as well as any applicable provisions of the Municipal Code that may pertain to odor nuisances.

The Code Enforcement Division will investigate noise and odor nuisance allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

*4. Vehicle parking associated with the use shall comply with applicable parking regulations, and vehicles of guests and invitees shall not obstruct traffic or access to other properties in the area.

The Code Enforcement Division will investigate traffic and access obstruction allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

*5. In addition to and independent of any enforcement authority or remedy described in this Title, the failure to comply with a Minimum Special Use Permit Requirement or other condition of approval associated with this use may be enforced as in the case of a violation of Title 6 by means of a civil proceeding pursuant to LVMC 6.02.400 to 6.02.460, inclusive.

If a business license is issued for this Short-Term Residential Rental, it will be subject to license renewal and annual compliance review to ensure that all regulatory requirements continue to be met.

*6. The use is allowed in the P-O, O, C-1, C-2 and C-PB Zoning Districts only in connection with the residential component of a mixed-use development or in a dwelling unit permitted as a legal nonconforming use.

This condition does not apply, as the subject site is not zoned P-O, O, C-1, C-2 or C-PB.

*7. The maximum occupancy of the residential dwelling unit shall not exceed the limits provided for in LVMC 6.75.090.

The Code Enforcement Division will investigate maximum occupancy allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

8. The use may not be located closer than 660 feet to any other Short-Term Residential Rental use (measured from property line to property line).

The proposed use meets this requirement, as the subject property is 772 feet from the nearest Short-Term Residential Rental use.

A Code Enforcement case (#182707) was initiated on 09/20/17 for an unlicensed Short-Term Residential Rental at 8900 Condotti Court. The case remains active. This Special Use Permit application seeks to authorize the use.

Additional parking for a Short-Term Residential Rental is only required if the unit has more than five bedrooms, at which point one additional space shall be required for every two additional bedrooms or fractional portion thereof. The proposed Short-Term Residential Rental has three bedrooms and therefore is not required to provide additional parking.

The site meets the distance separation requirements and the use can be conducted in a manner that is harmonious and compatible with existing land uses. Staff therefore recommends approval, subject to conditions.

FINDINGS (SUP-75150)

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 Short-Term Residential Rental use can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses. The subject property is located more than 660 feet from another Short-Term Residential Use.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the use as a Short-Term Residential Rental.

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 proposed Short-Term Residential Rental use will be accessed from Condotti Court, a 52-foot wide local street, which will provide adequate access for 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 approval of the Special Use Permit on this subject property will be subject to conditions of approval, business license approval, and compliance inspections to assure it will not compromise the public health safety and welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

The proposed Short-Term Residential Rental use complies with all of the Special Use Permit requirements listed in Title 19.12.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/26/80	The City Commission approved a Petition for Annexation (A-0018-80) for approximately 2,246 acres bounded by Sahara Avenue to the south, Hualpai Way to the west, Ducharne Avenue to the north and Durango Drive to the east.
05/16/16	A Code Enforcement case (#166808) was initiated for an unlicensed Short-Term Residential Rental at 8900 Condotti Court. The case was resolved on 05/23/16.
09/20/17	A Code Enforcement case (#182707) was initiated for an unlicensed Short-Term Residential Rental at 8900 Condotti Court. The case remains active.
10/11/18	The Department of Planning approved a Conditional Use Permit (CUV-74283) for a Short-Term Residential Rental use at 8900 Condotti Court.
01/08/19	The Planning Commission voted (7-0) to recommend DENIAL of a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-75050].
02/06/19	The City Council voted to hold in abeyance a request for a Special Use Permit (SUP-75150) FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-75050].
03/06/19	The City Council voted to hold in abeyance a request for a Special Use Permit (SUP-75150) FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Vacant) [PRJ-75050].

Most Recent Change of Ownership	
11/24/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/20/18	A business license (G66-07335) was denied for a Short-Term Residential Rental at 8900 Condotti Court.

Pre-Application Meeting	
11/13/18	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Short-Term Residential Rental use.

Neighborhood Meeting
A neighborhood meeting was not required or held.

Field Check	
11/29/18	During a routine site inspection staff observed a well maintained single family detached dwelling.

Details of Application Request	
Site Area	
Net Acres	0.19

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	L (Low Density Residential)	R-PD8 (Residential Planned Development - 8 Units per Acre)
Northwest	Single Family, Detached	L (Low Density Residential)	R-PD8 (Residential Planned Development - 8 Units per Acre)
Southwest	Single Family, Detached	L (Low Density Residential)	R-PD8 (Residential Planned Development - 8 Units per Acre)
Southeast	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
Northeast	Single Family, Detached	L (Low Density Residential)	R-PD8 (Residential Planned Development - 8 Units Per Acre)

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

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Condotti Court	Local Street	Title 13	52	Y

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: PRJ-750550 APN: 163-05-214-029

Name of Property Owner: Ana Ortega

Name of Applicant: Ana Ortega

Name of Representative: Same as above

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Ana Ortega

Subscribed and sworn before me

This _____day of _____, 20_____

Please see Attached CA Notary Certificate

_____

Notary Public in and for said County and State

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 19th day of November, 2018, by Ana Gabriela Ortega

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

B. OHM
COMM. # 2152400
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
Commission Expires MAY 8, 2020

(Seal)

Signature

PRJ-75050
11/21/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Short Term Rental

Project Address (Location) 8900 CONDOTTI CT. 89117

Project Name CONDOTTI **Proposed Use** Short Term Rental

Assessor's Parcel #(s) 163-05-214-029 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage 1 **Floor Area Ratio** _____

Gross Acres 0.19 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER ANA ORTEGA **Contact** _____

Address 8900 CONDOTTI Ct. **Phone:** 415-810-4058 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89117

E-mail Address anagortega@gmail.com

APPLICANT SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ANA ORTEGA

Subscribed and sworn before me

This 19th day of November, 20 18.

_____

Notary Public in and for said County and State

Please see Attached CA Notary Certificate

FOR DEPARTMENT USE ONLY
Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-75050 11/21/18

Revised 03/28/16

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 Contra Costa

Subscribed and sworn to (or affirmed) before me on this 19th day of November, 2018, by Ana Ortega,

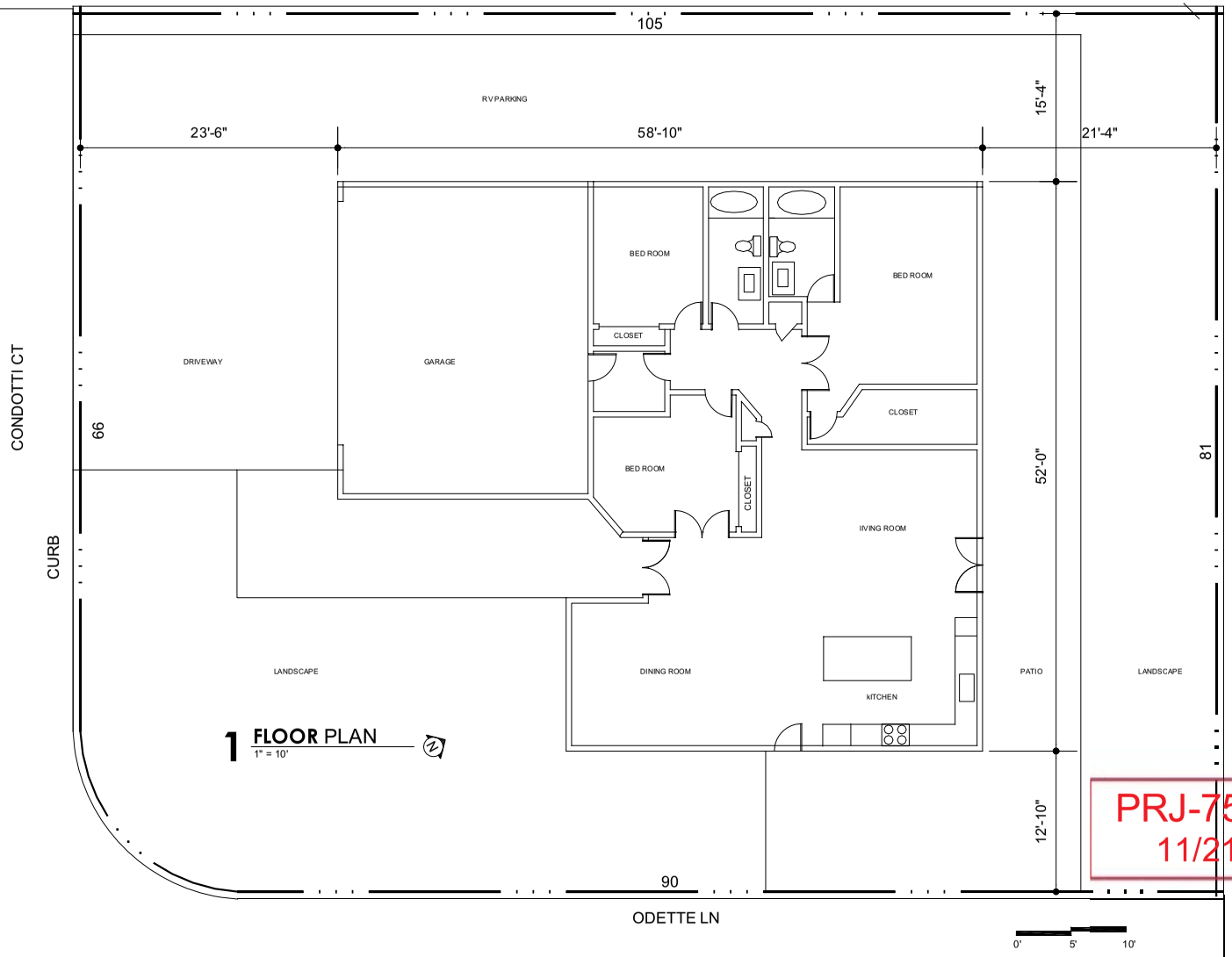
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JESSICA FORONDA
Notary Public - California
Contra Costa County
Commission # 2248730
My Comm. Expires Jul 2, 2022

(Seal)

Signature Jessica Foronda

PRJ-75050
11/21/18



CONDOTTI CT

1 FLOOR PLAN
1" = 10'

PRJ-75050
11/21/18

OWNER:
JUAN ERIVES
1955 ELINORA
PLEASANT HILL CA

8900 CONDOTTI CT
LAS VEGAS NV

JUNE 27 2016

scale:

sheet
A1.0



SUP-75150 [PRJ-75050] - SPECIAL USE PERMIT - APPLICANT/OWNER: ANA ORTEGA
8900 CONDOTTI COURT

11/29/18

Ana Ortega

8900 Condotti Court, Las Vegas

415-810-4058| anagortega@gmail.com

Date:11/6/2018

To:

City of Las Vegas

Planning Department

Special Use Permit (SUP) Pre-Application Conference Request

Justification Letter

To Whom It May Concern:

I, Ana Ortega, would like to request this Special Use Permit for property: 8900 Condotti Ct.. I have been living in the house off and on due to my husband's work assignments outside the Las Vegas area. I've been renting the house in the past on a month to month basis. This home is a three bedroom with a maximum occupancy of six addults. Tenants know how to reach me 24 hours a day should the need arise.

Neighbors are aware the home rents month to month and have had no issues with my tenants. Likewise, I have never had a complaint from any of my neighbors. I only rent to people that I fully trust to respect my house as well as my neighbors.

I have been managing this property in the past years with the help of an excellent cleaning crew; I employ cleaning people and a maintanace licensed handyman.

Short term rentals, properly managed and licensed are a great asset to the community as well as a great option for families and friends that want to visit Las Vegas, but choose to stay outside the hotel/casinos.

PRJ-75050
11/21/18

I hope that you will favorably consider and approve my application for Special Use Permit for Short Term Rental.

The house meets and supports existing City of Las Vegas policies and regulations.

- It has fire extinguishers in the garage and kitchen area.
- It has intercommunicating smoke and carbon monoxide detectors with voice evacuation signals.
- Has ample parking with a 3 car garage and side concrete pad to accommodate larger vehicles.
- Has smart thermostats that can be monitored remotely.
- Has three bedrooms and two bathrooms.
- It is on a corner lot with only two adjacent neighbors.

Respectfully,

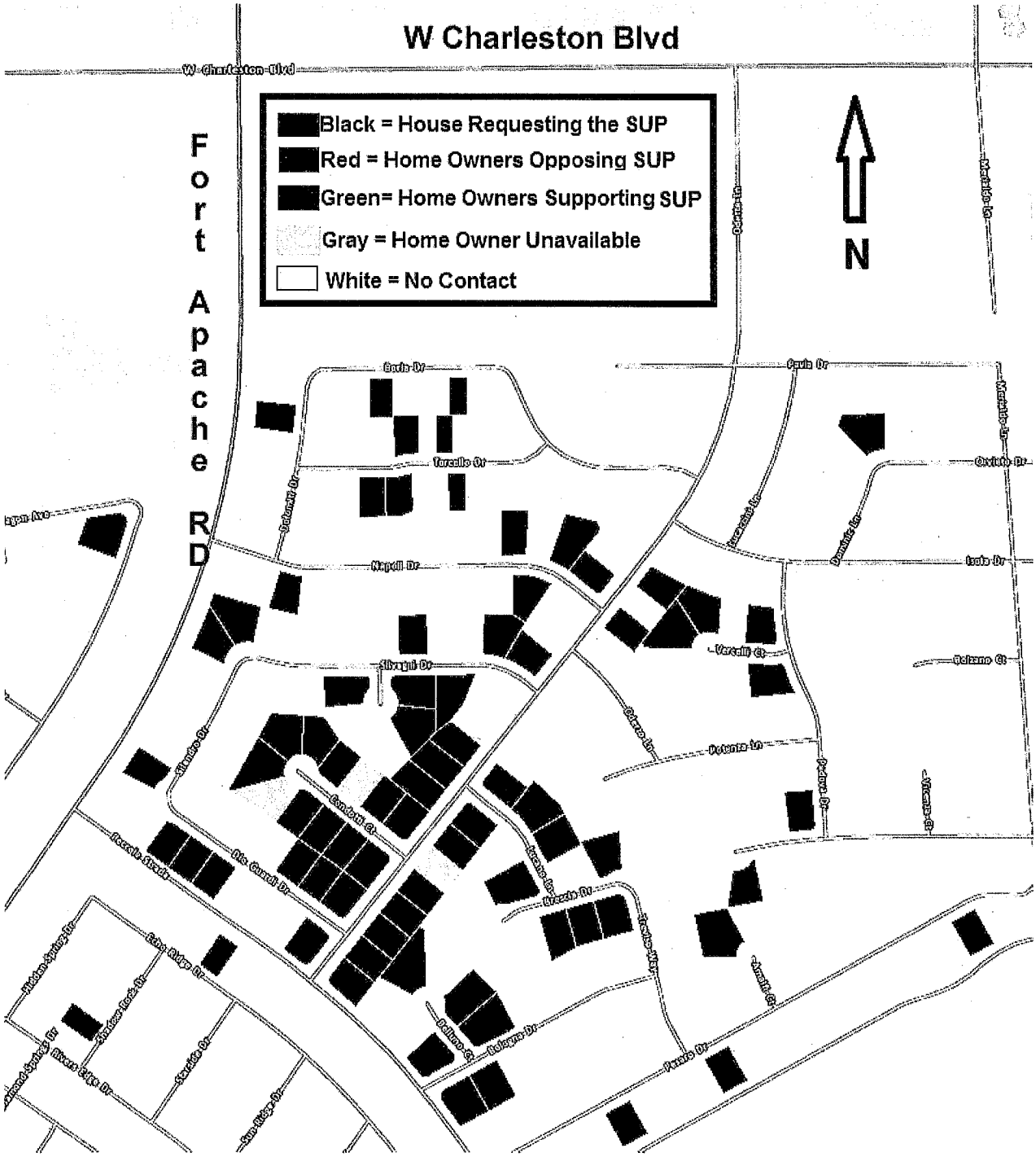
Ana Ortega

PRJ-75050
11/21/18

Dear Las Vegas City Council Member

Regarding the March 6, 2019 CITY COUNCIL MEETING
Agenda Item 66 SUP-75150 [PRJ-75050] Ward-2

The Valley West Neighbors are united with **Seventy-Nine Home Owners** asking The Las Vegas City Council to Please Deny the Short-Term Rental SUP for 8900 Condotti Court.



For: LAS VEGAS CITY COUNCIL MEETING, MARCH 6, 2019
AGENDA ITEM 66, SUP-75150 (Ward 2)
Meeting Packet Pages 625 to 753, (Over 100 pages of opposition)

To: The Las Vegas City Council

From: Guy Dudley, 1625 Odette Lane, 89117 (Ward-2 Resident)

A Brief History of Sup-75150:

January 8, 2019 Planning Commission (Vote 7-0) recommends denial.

February 6, 2019 placed into abeyance to 03-06-2019 so a neighborhood meeting could be held.

March 6, 2019 expected to be placed into abeyance (again) because a neighborhood meeting was not held.

Seventy-Nine Home Owners Oppose Granting this SUP

(See Attached Map)

This house is well known in the neighborhood after years of unlicensed Short-Term Rental disturbances and problems.

COMPLIANCE ISSUES

Previous Compliance issues are concerning.
In 2016, 2017 and again in January 2019 Code Enforcement identified Unlicensed Short-Term Rental activity at 8900 Condotti Court.

SIGNIFICANT NEIGHBORHOOD OPPOSITION SHOWN ON THE MAP

A map showing the Home Owners opposing this SUP is attached and was developed using the responses from the Department of Planning's Notice of Hearing, and two neighborhood petitions.

A team of neighbors carried two petitions (one in support and one oppose) to every house on Condotti Court and the houses nearby on Odette Lane. A petition table was setup near 8900 Condotti Court the 3rd Saturday in February to collect signatures. (No one signed in Support).

Taylor Consulting Group, Inc.

Government Affairs & Land Use Consultants • Liquor & Gaming Licensing

February 3, 2019

City of Las Vegas Clerk's Office
495 S. Main Street
Las Vegas, NV 89101

Re: Agenda Item #77 2-6-19 (SUP-75150)

To Whom It May Concern:

We are respectfully requesting a 30 day abeyance on item #77 (SUP-75150) of the February 6, 2019 City Council Meeting Agenda. This request is being made to allow the applicant to hold a neighborhood meeting prior to this being heard by the City Council. We would kindly request to have this item heard at the March 6, 2019 City Council Meeting.

Thank you in advance for your time and attention to this matter. Should you have any questions or concerns, please contact me on my mobile phone at: 702-994-3844

Respectfully,

Nathaniel Taylor

Nathaniel Taylor
President

SUBMITTED AFTER FINAL AGENDA
AGENDA ITEM #77
RECEIVED 02.04.19

Submitted after final agenda

Date 1/29/2019 Item 77

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2019 JAN 29 A 6:33

:y of Las Vegas
fice Of The City Clerk
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s Vegas, Nevada 89101

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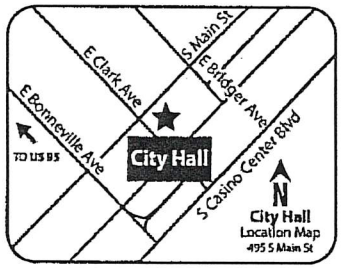

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

ease use available blank space on card for your comments.

P-75150

y Council Meeting of 2/6/2019

Case: SUP-75150

16305613007
HICKEY EUGENE J & LISA A
8748 VERCELLI CT
LAS VEGAS NV 89117-1116

iii LADFNPi 89117

City of Las Vegas
Office Of The City Clerk
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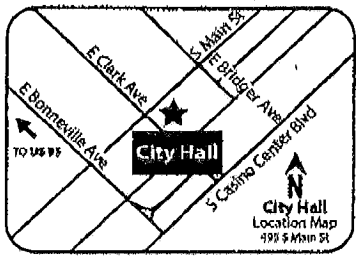

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305214023
WARD FAMILY TRUST
WARD JAMES T M & NANCY C TRS
8809 SILVAGNI DR
LAS VEGAS NV 89117-1136

ity of Las Vegas
ffice Of The City Clerk
)5 South Main Street, 2nd Floor
as Vegas, Nevada 89101

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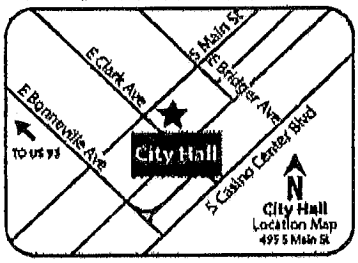

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

lease use available blank space on card for your comments.

UP-75150
ity Council Meeting of 2/6/2019

Case: SUP-75150
16305213006
PAT & PAT FAMILY TRUST
O'LEARY PATRICK M & PATRICIA TRS
8905 NAPOLI DR
LAS VEGAS NV 89117-1182

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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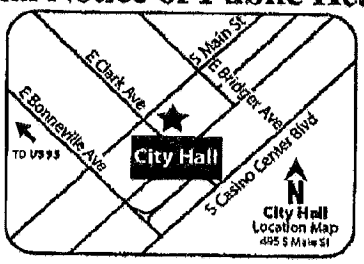

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2019 JAN 29 A 7:3

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150

16305618001
CAFARO PEGGY SHAWN & TROY
1529 LUCANO LN
LAS VEGAS NV 89117-1153

111 LRDFNP1 89117

ity of Las Vegas
)ffice Of The City Clerk
95 South Main Street, 2nd Floor
.as Vegas, Nevada 89101

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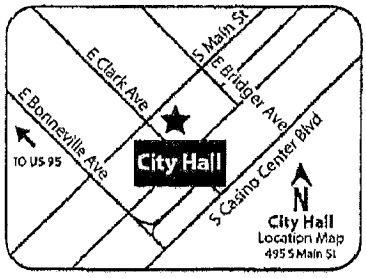

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2019 JAN 29 P 3:16

Case: SUP-75150

16305618022
KELLER KAREN M
8809 BRESCIA DR
LAS VEGAS NV 89117-1151

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UP-75150

ity Council Meeting of 2/6/2019

ty of Las Vegas
'fice Of The City Clerk
'5 South Main Street, 2nd Floor
ıs Vegas, Nevada 89101

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2019 JAN 30 A 8:59

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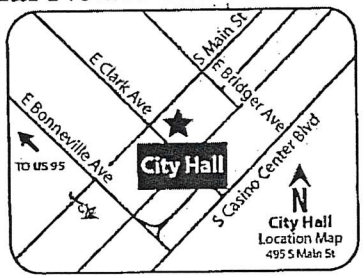

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UP-75150
ity Council Meeting of 2/6/2019

Case: SUP-75150

16305214040
CURIEL LEONEL
MACIAS VALERIE S
8901 CONDOTTI CT
LAS VEGAS NV 89117-1144

iii LRDFNP1 89117

Submitted after final agenda

Date 1/30/2019

Item 77

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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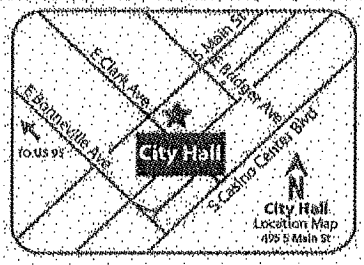

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150

City Council Meeting of 2/6/2019

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2019 JAN 30 A 9:49

Case: SUP-75150

163052140 18
JULIUS MICHAEL & LAURA
1524 UDINE CT
LAS VEGAS NV 89117-1134

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2019 JAN 30 P 12:40

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We are Vehemently opposed

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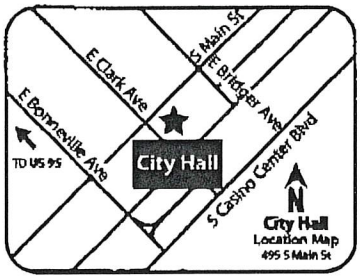

There has already been one Police incident at this residence since they already started using it as Short term Residential Rental

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-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305214041
CIURO PAUL & KATHRYN
8900 DIO GUARDI DR
LAS VEGAS NV 89117-1141

There were police Vehicles, a helicoptor, all sorts of police activity noise in middle of the night

iii LRDFNP1 89117

01/30/2019 WED 12:34 FAX 001/001

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305613006
PRISBREY CHARLES E & CYNTHIA K
8744 VERCELLI CT
LAS VEGAS NV 89117-1116

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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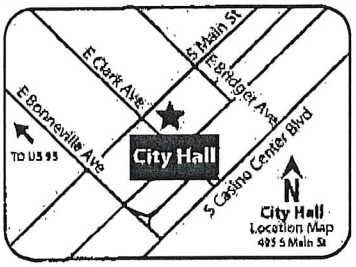

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☐ I SUPPORT this Request ■ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150

16305214022
DAVIS FAMILY TRUST
DAVIS LYNN J & LAURA L CO-TRS
1525 UDINE CT
LAS VEGAS NV 89117-1134

Submitted after [illegible]

Date 2/4/19 Item 77

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150

16305214021
SAULINO RICHARD
1529 UDINE CT
LAS VEGAS NV 89117

111 LADFNP1 89117

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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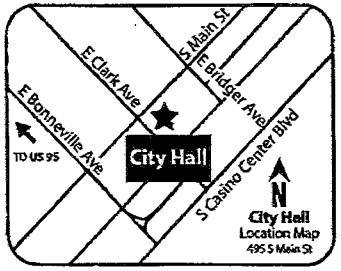

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305114019
BUFALINO ROBERT J & JEANETTE L
8929 TORCELLO DR
LAS VEGAS NV 89117-1105

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2019 FEB -4 A 8:46

iii LRDFNPi 89117

From:Houldsworth & Company 7023840433 02/04/2019 08:45 #385 P.001

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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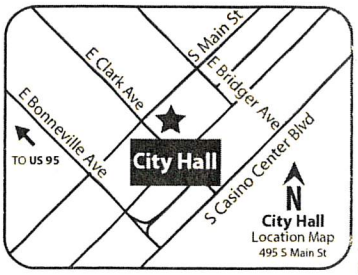

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

I OPPOSE THIS REQUEST. PLEASE DON NOT APPROVE A SHORT TERM RENTAL IN AN ESTABLISHED RESIDENTAL NEIGHBORHOOD!

Case: SUP-75150
16305221021
WALKER FAMILY TRUST
1601 ODETTE LN
LAS VEGAS NV 89117-1146

2/29/2019

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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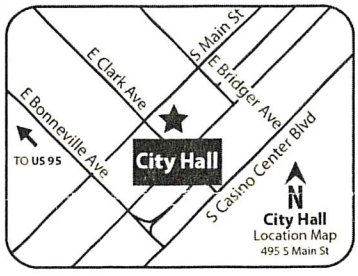

We are vehemently opposed

There has already been one police incident at this residence since they already started using it as short term Residential Rental

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305214041
CIURO PAUL & KATHRYN
8900 DIO GUARDI DR
LAS VEGAS NV 89117-1141

There were police vehicles, a helicoptor, all sorts of police activity noise in middle of the night

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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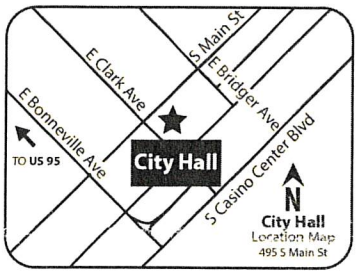

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305215011
NILSON FAMILY TRUST
NILSON THOMAS A & DEANNA L TRS
8804 SILVAGNI DR
LAS VEGAS NV 89117-1135

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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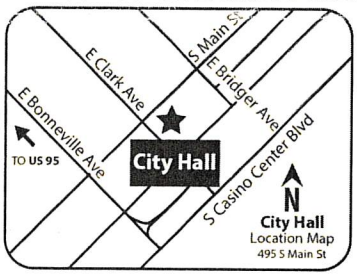

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305214027
JACKSON MICHAEL DAVID & CAROLE K
1544 S ODETTE LN
LAS VEGAS NV 89117-1119

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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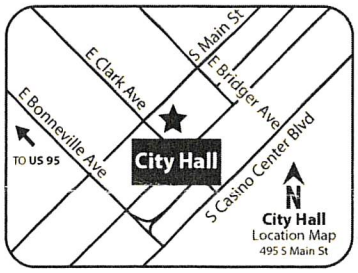

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150
16305221013
LEFEVRE FAMILY TRUST
LEFEVRE LORIN L OR CAROLE J TRS
1612 BELLUNO CT
LAS VEGAS NV 89117-1158

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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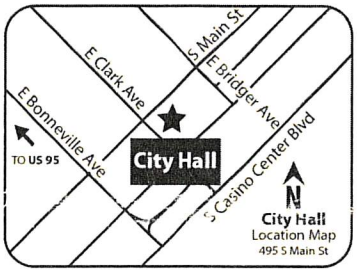

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150
16305221007
BELL DOROTHY A LIVING TRUST
8550 W CHARLESTON BLVD
LAS VEGAS NV 89102

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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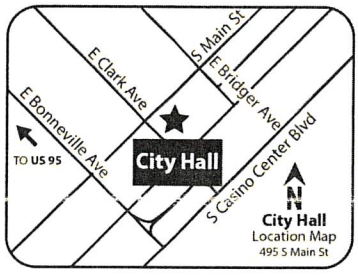

This is a family oriented, quiet neighborhood. We do not wish to have a "party house", or the traffic and parking problems that may accompany it. There are many local places to stay including the large hotels/casino's and smaller venues located on W. Sahara. We believe they are a Best Western & La Quinta. We have had our home vibrate from loud music in the past, until 10pm at night. This is not acceptable

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150
16305221010
GROTE JOHN ALAN & BARBARA A
1600 BELLUNO CT
LAS VEGAS NV 89117-1158

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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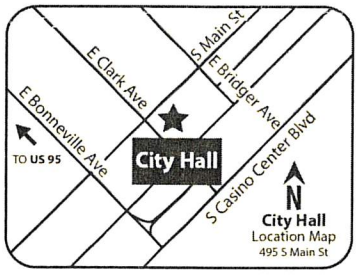

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150
16305618003
MORAN MICHAEL T & MARY KATHLEEN
8804 BRESCIA DR
LAS VEGAS NV 89117-1149

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
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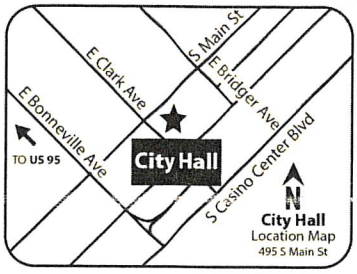

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305214033
HENDERSON JOE H & BARBARA LEE
8916 CONDOTTI CT
LAS VEGAS NV 89117-1143

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
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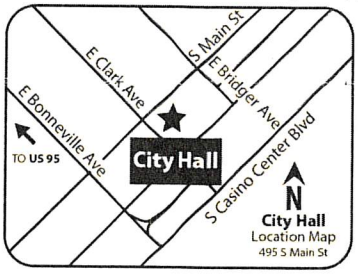

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305710002
CREEKMORE DON REVOCABLE LIV TR
CREEKMORE DON TRS
8813 PESARO DR
LAS VEGAS NV 89117-1162

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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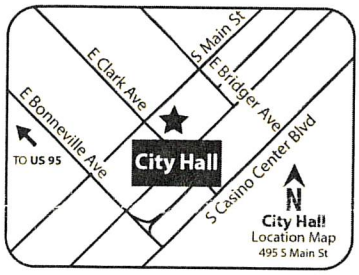

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305516001
THOMPSON JUSTIN & RHONDA
1505 ODETTE LN
LAS VEGAS NV 89117-1120

111 LRDFNP1 89117

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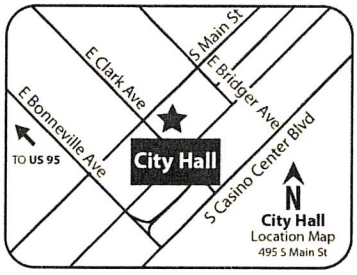

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305213002
FRANKLIN MICHAEL & JUDY FAMILY T
FRANKLIN MICHAEL L & JUDY L TRS
8929 NAPOLI DR
LAS VEGAS NV 89117-1182

111 LRDFNP1 89117

City of Las Vegas
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Las Vegas, Nevada 89101

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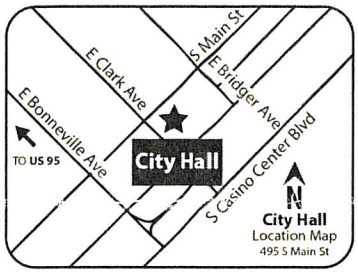

THIS IS A SINGLE FAMILY RESIDENTIAL AREA. THIS IS WHY WE PURCHASED A HOME HERE. IF SOMEONE WANTS TO DO SHORT TERM RENTALS LET THEM BUY A MOTEL IN A COMMERCIAL AREA.

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150
16305610027
REEDER FAMILY TRUST
REEDER ROY P JR & ELIZABETH A TR
8745 PESARO DR
LAS VEGAS NV 89117-1160

111 LADFNP1 89117

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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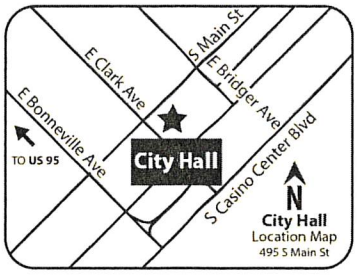

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150
16305113017
LANCASTER DIANE M
GIBES ALAN R
1409 CASTLE CREST DR
LAS VEGAS NV 89117-7005

111 LADFNP1 89117

City of Las Vegas
Office Of The City Clerk
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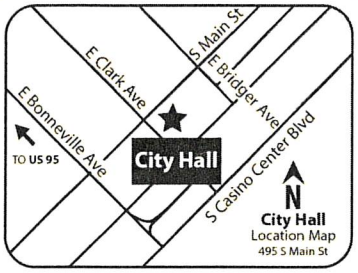

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305614016
WALTERS LAURA J
8732 CREMONA DR
LAS VEGAS NV 89117-1124

111 LRDFNP1 89117

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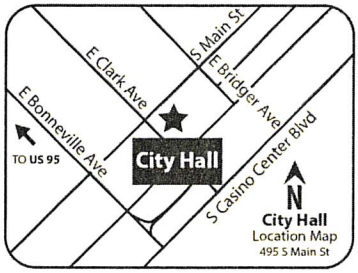

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305618023
COUTURE MARVIN D
DIMERCURIO THOMAS
8813 BRESCIA DR
LAS VEGAS NV 89117

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
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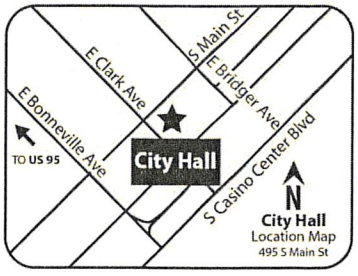

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Case: SUP-75150

16305114005
SHIVERS ROBERT & PATRICIA
1404 DOLOMITI DR
LAS VEGAS NV 89117-1133

☐ I SUPPORT this Request
☑ I OPPOSE this Request

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SUP-75150
City Council Meeting of 2/6/2019

111 LRDFNP1 89117

City of Las Vegas
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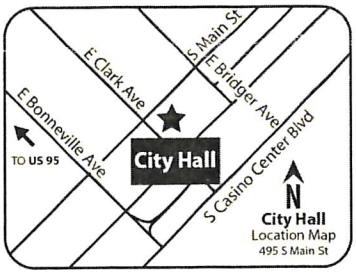

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305214028
WORMDAHL TRACY J & SHELLY F TRUS
WORMDAHL TRACY J & SHELLY F TRS
1548 ODETTE LN
LAS VEGAS NV 89117-1119

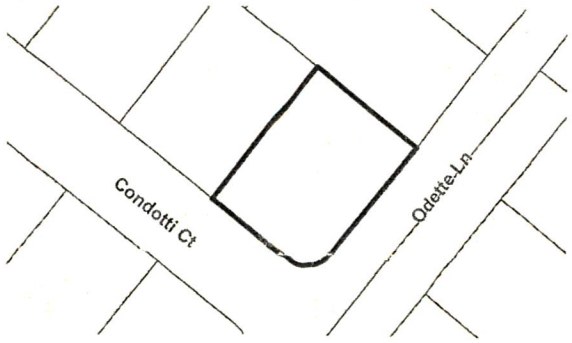
111 LRDFNP1 89117

Application Information

SUP-75150 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ANA ORTEGA - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-75050]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

I oppose - they have people that are throwing parties - extremely noisy till all hours of the night. one time there was 2 big vans with 20-40 teenagers staying there. their trash cans are always out never put away.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	February 6, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

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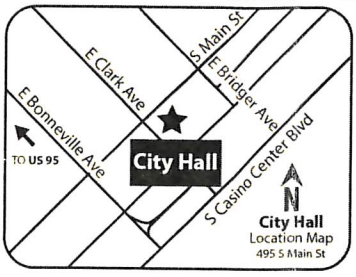

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305618021
SENIOR SECURITY TRUST
8805 BRESCIA DR
LAS VEGAS NV 89117-1151

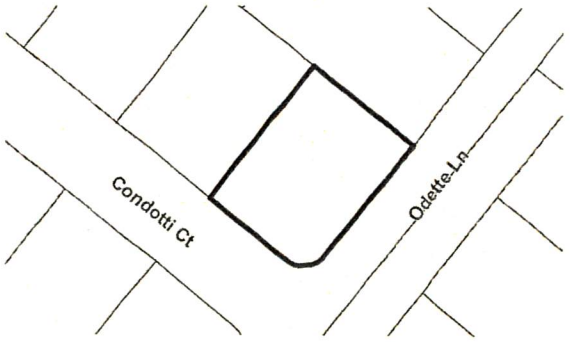
111 LRDFNP1 89117

Application Information

SUP-75150 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ANA ORTEGA - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-75050]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

Strongly Oppose!
Janet L. Wright

Application Location



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Public Hearing Information

Meeting:	City Council
Date:	February 6, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

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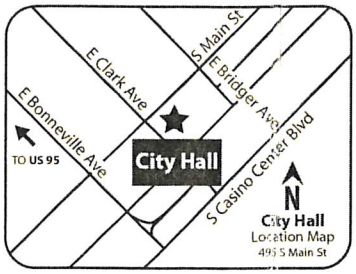

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305613004
PAPASIN LEONISA TRUST
PAPASIN LEONISA A TRS
8736 VERCELLI CT
LAS VEGAS NV 89117-1116

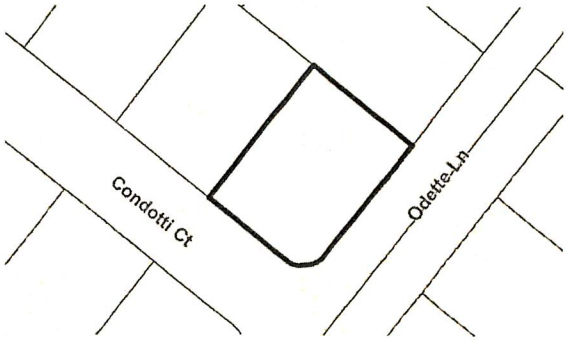
111 LADFNP1 89117

Application Information

SUP-75150 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ANA ORTEGA - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-75050]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

Im opposed to have a rental for residential in our neighborhood. This will decrease the value of our homes cause not all renters care about there neighbor. this is a set up for bad things to happened. and I dont want that. I've been here since the beginning of this community and I know the neighborhood. I dont want it to get messed up because of the renters. Thank You.

Application Location



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Public Hearing Information

Meeting:	City Council
Date:	February 6, 2019
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Not to be heard before:	11:00 A.M.

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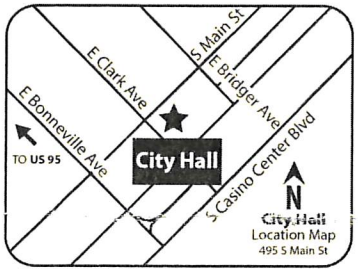

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150

16305214005
CAP SHERRI L
8917 DIO GUARDI DR
LAS VEGAS NV 89117-1142

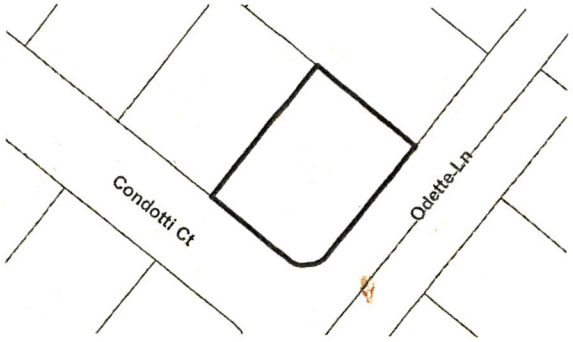
111 LRDFNP1 89117

Peter Seroka

Application Information

SUP-75150 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ANA ORTEGA - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-75050]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

Application Location



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Public Hearing Information

Meeting:	City Council
Date:	February 6, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

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Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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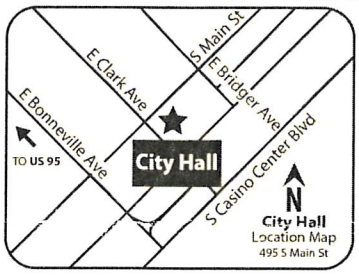

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305214026
BOBB LIVING TRUST
BOBBETT ROBERT L TRS
1540 ODETTE LN
LAS VEGAS NV 89117-1119

111 LRDFNP1 89117

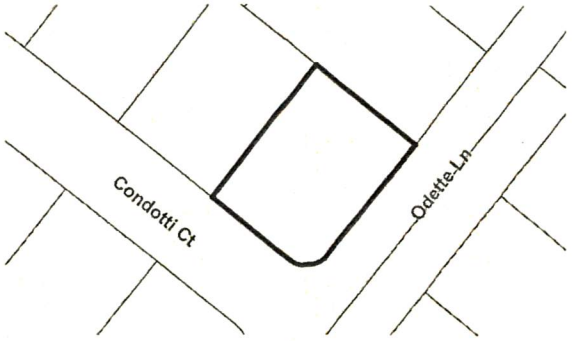
Application Information

SUP-75150 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ANA ORTEGA - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-75050]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

Deny - No way. I've lived in my house since Oct 1986. No to short term rentals -

Robert L Bobbett
TRS
Bobb living trust

Application Location



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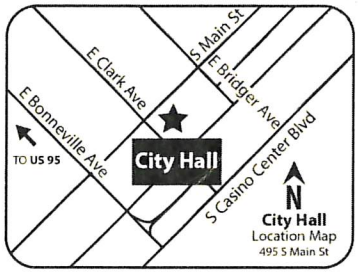

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

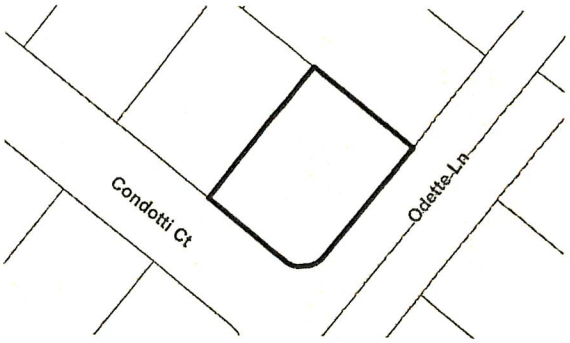
Case: SUP-75150
16305214006
FRANCIS DAVID E & DEBORAH A
8921 DIO GUARDI DR
LAS VEGAS NV 89117-1142

111 LRDFNP1 89117

Application Information

SUP-75150 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ANA ORTEGA - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-75050]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL. I have sent an email to Mr. Seroka regarding this SUP. I'm not quite sure who calls the shots with this permit. The Commission votes NO & the staff votes yes?? If my boss says I have to work can the staff say "you don't have to."

Application Location



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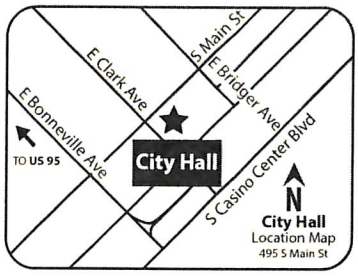

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305613011
WHETTON ALAN K
BENIYAMA KAE
1512 PADOVA DR
LAS VEGAS NV 89117-1128

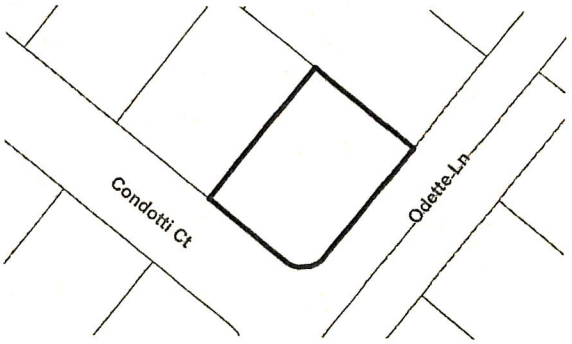
iii LRDFNP1 0317

Application Information

SUP-75150 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ANA ORTEGA - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-75050]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

THERE ARE FAR TOO MANY CASH BUYERS BOTH RESIDING IN THE CITY AND OUT OF STATE, TURNING OUR PROPERTIES INTO SHORT-TERM RENTAL PROPERTIES. ENOUGH IS ENOUGH!! THIS LOWERS OUR PROPERTY VALUES + INVITES UNWANTED CRIME.

Application Location



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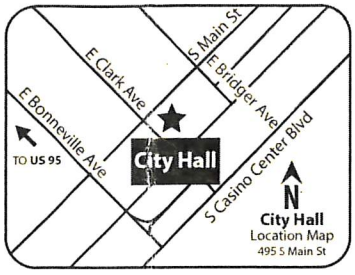

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305221017
EICHBERGER CHARLES & BOBETTE FAM
EICHBERGER CHARLES W TRS
1617 ODETTE LN
LAS VEGAS NV 89117-1146

111 LRDFNP1 89117

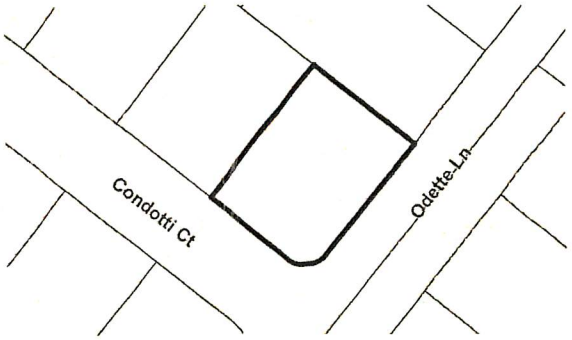
Application Information

SUP-75150 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ANA ORTEGA - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 Condotti Court (APN 163-05-214-029), R-PD8 (Residential Planned Development - 8 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-75050]. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

Ms. Ana Ortega has not followed rules for short term rentals in past years. She has had complaints filed. We objected at past planning meeting and she was told "NO". Why are we going thru this again? She should not be allowed to run at short term rental.

Charles Eichberger

Application Location



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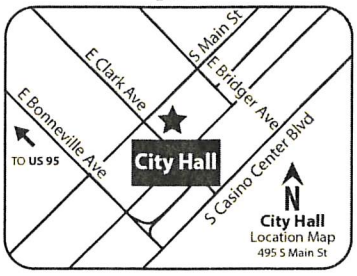

We have lived in this neighborhood for nearly a quarter century and very much dislike the idea of converting homes to motel rooms.
Please do NOT approve this Permit

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

No No No No No

Please use available blank space on card for your comments.

OVER

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305221008
MAGNER GERALD E & MARNITA A
1605 BELLUNO CT
LAS VEGAS NV 89117-1158

Gerald E Magner

111 LRDFNP1 89117

Application Information

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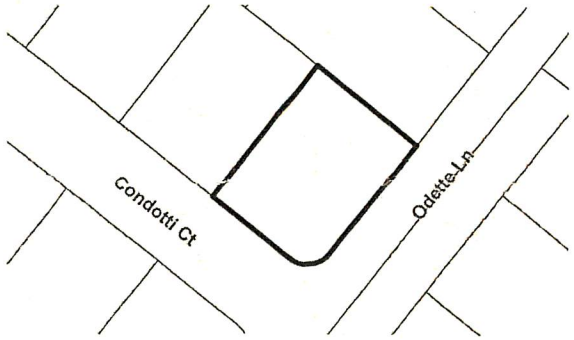
Valley West is one of Las Vegas' very best neighborhoods. Neighbors know each other crime is almost non existant, homes and yards well kept up. Short Term rental is for motels, not residential neighborhoods
Please please do Not approve this Permit
It will not be welcomed and will set a terrible precedent for our neighborhood

Application Location



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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150

16305221016
PARRISH KAREL I
JULIUS LAURA & MICHAEL
1621 ODETTE LN
LAS VEGAS NV 89117

Submitted after final agenda

Date 2/5/19 Item 77

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Las Vegas, Nevada 89101

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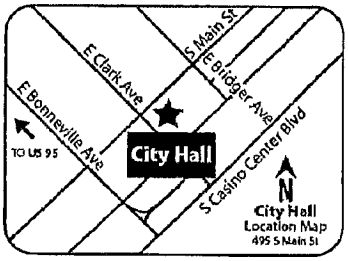

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305220018
BEACH TRUST
8980 ECHO RIDGE DR
LAS VEGAS NV 89117-5400

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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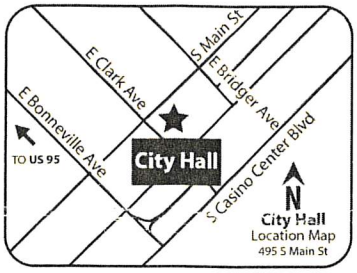

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305614009
BUFFINGTON GREG
10520 MAYSTAR LN
LAS VEGAS NV 89135

133 LRDFNP1 89135

City of Las Vegas
Office Of The City Clerk
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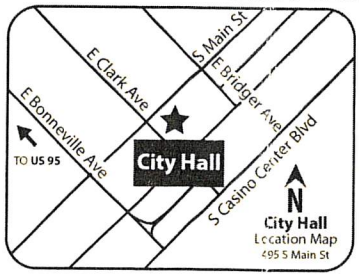

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305215008
DIFIORE JAMES A & ELIZABETH C
8816 SILVAGNI DR
LAS VEGAS NV 89117-1135

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
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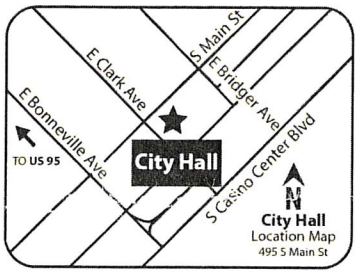

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SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150
16305215012
MORROW JESSE B & SANDRA L
1524 ODETTE LN
LAS VEGAS NV 89117-1119

111 LRDFNP1 89117

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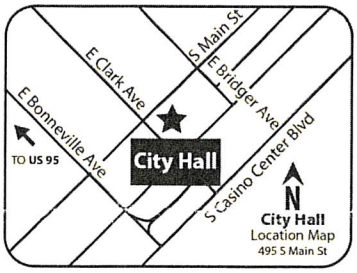

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150

City Council Meeting of 2/6/2019

Case: SUP-75150
16305214034
BROWN GREGORY P & DENISE A
8920 CONDOTTI CT
LAS VEGAS NV 89117-1143

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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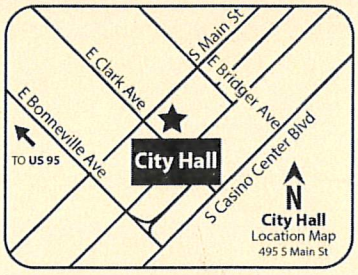

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SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305214001
RICHARDSON EVERETT LEE & WILMA L
8901 DIO GUARDI DR
LAS VEGAS NV 89117-1142

111 LADFNP1 89117

Application Information

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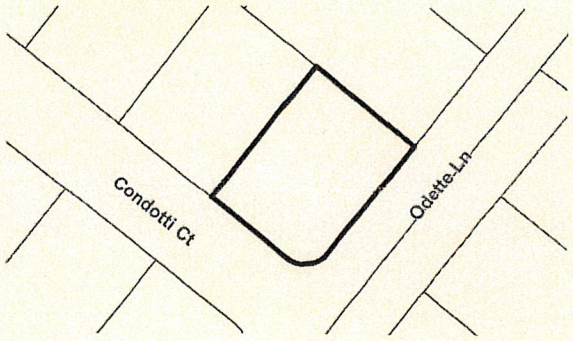
We Don't LIKE To See Someone Rent Their Home out LIKE This. In Most Cases, When people Rent A Home, They Don't TAKE Good CARE Of It BECAUSE It Doesn't Belong To THEM. Most Times It Ends up IN TERRIBLE SHAPE WHEN THEY LEAVE! "No THANK You!!"

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	February 6, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 FEB -5 P 3:46

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Dept of Planning
City of Las Vegas

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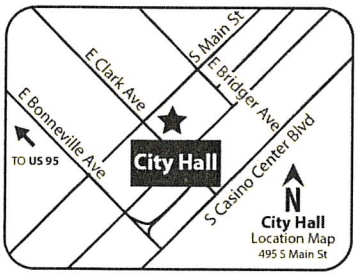

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305221015
DUDLEY GUYLIN W
1625 ODETTE LN
LAS VEGAS NV 89117-1146

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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City of Las Vegas

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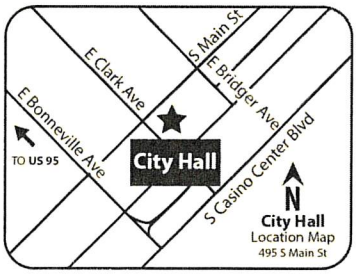

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

Case: SUP-75150
16305221014
ETCHEBARREN FAMILY TRUST
ETCHEBARREN PIERRE & RO TRS
1629 ODETTE LN
LAS VEGAS NV 89117-1146

111 LRDFNP1 89117

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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2019 FEB -4 P 12:09

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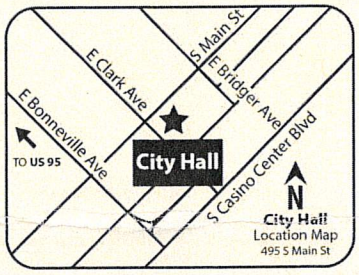

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Case: SUP-75150

16305613002
MANNING MARTIN J
1513 ODETTE LN
LAS VEGAS NV 89117-1120

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150
City Council Meeting of 2/6/2019

111 LRDFNP1 89117

Date 2/4/19 Item 77

From:	Jordan Sandecki
To:	City Clerk, Deputies
Subject:	FW: purblic hearing re: SUP-75150
Date:	Wednesday, January 30, 2019 6:03:17 PM
Attachments:	image005.png image003.png image002.png image004.png image001.png

Please include the below comments in the back-up for item # 77 on the Feb. 6 City Council Agenda. Thank you.

Jordan Sandecki

Special Assistant to City Council, Ward 2
Office of Councilman Steven G. Seroka
702-229-2420 | 702-468-5451
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

From: babgrote@aol.com <babgrote@aol.com>
Sent: Wednesday, January 30, 2019 1:56 PM
To: Jordan Sandecki <jsandecki@LasVegasNevada.GOV>
Subject: Re: purblic hearing re: SUP-75150

Thank you for responding. Yes you may use the email as needed. I will try to include most of the same info on the post card as that's what the directions state. Hopefully I will get it to the post office tomorrow.

Barbara Grote
1600 Belluno Ct.
Las Vegas, NV 89117

In a message dated 1/30/2019 1:52:39 PM Pacific Standard Time, jsandecki@LasVegasNevada.GOV writes:

> Hello,
>
> Thank you for reaching out to the city about your opposition to the proposed short-term rental on Condotti Court. I will apprise Councilman Seroka of your opposition.
>
> Would you like me to ask the City Clerk to include your email as part of the back-up documentation for this item in the City Council agenda? Please note it will be sent as is and entered into the public record without any changes or removals of text. While this will not count as part of the official protest count, your comments will be available for review by all

Submitted after final agenda

Date 1/30/19 Item 77

of city council, staff, and the general public.

Please let me know. I am happy to answer any questions you might have.

Respectfully,

Jordan Sandecki

Special Assistant to City Council, Ward 2

Office of Councilman Steven G. Seroka

702-229-2420 | 702-468-5451

495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

From: babgrote@aol.com <babgrote@aol.com>
Sent: Tuesday, January 29, 2019 3:55 PM
To: Ward 2 Staff <ward2@LasVegasNevada.GOV>
Subject: purblic hearing re: SUP-75150

To whom it may concern:

I spoke to the planning office and this is the email I was given to communicate our objection to SUP-75150.

We live in a family oriented, quiet neighborhood and we would like it to stay that way.

We do not wish to have a "Party House" in the neighborhood nor do we wish to have increased traffic and parking. There are many places to stay nearby including Hotel/Casino's. There are two smaller facilities in this area as well, one near the West Sahara Library and one behind the Outback restaurant on West Sahara.

We are original owners who have spoken out over the years against a number of proposals that did not fit

this neighborhood, including:

- High density apartments that were rejected for the front of the development which is now occupied by restaurants and shopping. Originally told by the home builders, Baily and McGaw, that a park was planned for the property.
- Costco rejected west of Odette and south of Charleston. The proposal included leveling the land which would have made the land higher than the homes on the east end of the property. Costco also wanted to place the gas pumps on the east end near those homes. Currently there is shopping, but it is sloped to match the natural contour of the land.
- Numerous attempts to open Merialdo Ln to traffic near Charleston Blvd. Newcomers are not aware that the barrier is there to protect the neighborhood from the dangers of vehicles exiting Fort Apache and using Peccole Strada, Pessaro Dr, and Merialdo Ln as a bypass to Charleston Blvd.

Thank you,

John A. & Barbara A. Grote

1600 Belluno Ct

Las Vegas, NV 89117-1158

Good morning Sir/Madam,

I live in the Valley West neighborhood where currently there is a request for a zoning variance to allow a short-term rental.
SUP – 75150, PROJECT #75050, located at 8900 Condotti Court, Las Vegas, 89117

I am not opposed to short term rentals, *but* they do have their place, which this is NOT. If a person wants to invest in a short-term property, they should shop for this property in a location which is zoned for it at the time of purchase, not intrude on their neighbors after the fact.

Zoning is a very important factor in our quality of life, without zoning, our city would be a menace. Our neighborhood, Valley West, is zoned single family residence for a reason, so that families can purchase their home with confidence that they are moving into a neighborhood and not a "hotel community". **Zoning laws must be enforced, not changed to meet the needs of the very few.**

When I purchased my home, I very deliberately purchased without an HOA, I never dreamed that the basic laws of the city (i.e. zoning) would one day interfere with and reduce my quality of life. If I wanted to live next to a hotel, I would have purchased my home next to one. Alternatively, I purchased a home in a neighborhood with many cul-de-sacs and very few entrances (off major roadways) which I felt would provide a quiet family atmosphere, which it has for 13 years.

The basic laws of the city should been sufficient to keep a neighborhood looking and feeling like just that, a neighborhood. If this home, this one person among an entire community is allowed to have this zoning changed to fit his/her individual needs, it will more likely than not, be only the beginning of the demise to the community as a whole.

There is also the safety factor. Are sex offenders required to report when they check into a hotel? Even if they are, who would know he/she was there in a timely matter? Our community is filled with children that feel secure and safe in playing in their yard(s), walking to the bus stop, riding their bicycles, etc. Someone(s) could rent this home, for example, a few days, a week here & there, to get to "know the neighborhood patterns", which would directly impact on the safety of our neighborhood.

Short term rentals have their place, just as hotels, condominiums, apartments, businesses, jails, etc., please leave each category where they belong, please do not force them upon us.

I kindly ask of you, beg of you, to VOTE NO to the above referenced request.

Kindly,

Laura Julius
1524 Udine Court
Las Vegas, NV 89117
702-275-4776

RECEIVED
CITY CLERK
2019 FEB -5 A 9:04

Submitted after final agenda

Date 2/6/19 Item 77

Taylor Consulting Group, Inc.

Government Affairs & Land Use Consultants • Liquor & Gaming Licensing

March 27, 2019

Las Vegas Mayor & City Council
495 S. Main Street
Las Vegas, NV 89101

Re: SUP-75150

To Whom It May Concern:

We are respectfully requesting to withdraw our application and appeal related to SUP-75150 (PRJ-75050) without prejudice. This is concerning the subject property at 8900 Condotti Ct., Las Vegas, NV 89117. This item is to appear on the April 3, 2019 City Council Meeting Agenda.

Thank you in advance for your time and attention to this matter. Should you have any questions or concerns, please contact me on my mobile phone at: 702-994-3844

Respectfully,

Nathaniel Taylor

Nathaniel Taylor
President

SUBMITTED AFTER FINAL AGENDA
AGENDA ITEM #67
RECEIVED 03.27.19

From: Jordan Sandecki
To: City Clerk, Deputies
Subject: FW: Lift withdraw application
Date: Tuesday, April 2, 2019 5:06:05 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

Hello, please see the below communication from the applicant for item #67, SUP-75150. After a conversation with her today, she would like to withdraw the withdraw without prejudice request previously submitted by her representative.

Thank you.

Jordan Sandecki
Special Assistant to City Council
Office of the City Council | Ward 2
702-229-2420 | **702-468-5451**
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

From: Ana Ortega <anagortega@gmail.com>
Sent: Tuesday, April 2, 2019 4:45 PM
To: Ward 2 Staff <ward2@LasVegasNevada.GOV>
Subject: Lift withdraw application

EXTERNAL EMAIL

Hello Jordan,

I would like to continue with the application and attend tomorrow's meeting.

Let me know what else I need to send or do.

Thank you!

Ana Ortega

Submitted after Final Agenda
Date: 4/2/2019 Item: 67

From:	Office of the Mayor
To:	Erica Ryan
Cc:	City Clerk, Deputies
Subject:	RE: 8900 Condotti Ct. - Oppose short term rental
Date:	Monday, April 1, 2019 9:34:13 AM
Attachments:	image006.png image007.png image008.png image009.png image010.png

Good Morning, Ms. Ryan:

Mayor Goodman thanks you for writing and via this email is adding your comments to the public record. Thank you for your interest and activism

Sincerely,

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101
lasvegasnevada.gov
City Hall is closed on Fridays

From: Erica Ryan <erica-ryan@live.com>
Sent: Sunday, March 31, 2019 5:08 PM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>
Subject: 8900 Condotti Ct. - Oppose short term rental
Importance: High

EXTERNAL EMAIL

Hello,

I am writing in hopes that you take my thoughts into consideration on the following matter. An absentee property owner who does not take care of the lot or house has applied for a special use permit, short term residential rental. The property at 8900 Condotti Ct. should have their application denied. Please don't let our neighborhood turn into a weekend stop for vacationers.

Submitted after Final Agenda
Date: 4/1/2019 Item: 67

I purchased a home next to other single-family dwellings to enjoy a nice neighborhood. I do not want to live next to a "vacation" house. The property owner hired Taylor Consulting group to claim this will not be a "party" house, but no matter what it will not be used by people that care about our neighborhood. The renters of this property have no vested interest in contributing to the area. They will do whatever they want, because it's not their house. I don't want strangers coming and going through our neighborhood. Las Vegas has the worlds best hotels! Anyone coming to our town can find a nice clean place to fit any budget. They don't need to be in a neighborhood.

Sincerely,

Erica Ryan
8725 Isola Drive.

PS -I did attend the meeting that Taylor consulting arranged and nothing their representative said changed my mind. They really didn't say anything except that they are great and can get anybody anything...it was more of a commercial for them.

Sent from Mail for Windows 10

From:	Jordan Sandecki
To:	City Clerk, Deputies
Subject:	FW: Lift withdraw application
Date:	Wednesday, April 3, 2019 10:48:59 AM
Attachments:	image003.png image004.png image001.png image002.png image005.png

Please see the most recent communication from the applicant on item #67, SUP-75150.
Thank you,

Jordan Sandecki
Special Assistant to City Council
Office of the City Council | Ward 2
702-229-2420 | **702-468-5451**
495 S. Main St. | Las Vegas, NV 89101
lasvegasnevada.gov

From: Ana Ortega <anagortega@gmail.com>
Sent: Wednesday, April 3, 2019 10:42 AM
To: Jordan Sandecki <jsandecki@LasVegasNevada.GOV>
Subject: Re: Lift withdraw application

EXTERNAL EMAIL

Hello Jordan,

I have a last and final request, I need to withdraw the application after all. Sorry about all the trouble. I'm not going to be able to be present in the meeting.

Thank you!

Ana Ortega

On Tue, Apr 2, 2019 at 17:07 Jordan Sandecki <jsandecki@lasvegasnevada.gov> wrote:

> Thank you, Ana. I have sent your communication on to our City Clerk's office. I did include for their reference the application number, the item number, and a comment about our earlier conversation.
>
> Please let me know if I can be of further assistance.

Submitted after Final Agenda
Date: 4/3/2019 Item: 67

Jordan Sandecki
Special Assistant to City Council
Office of the City Council | Ward 2
702-229-2420 | **702-468-5451**
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

From: Ana Ortega <anagortega@gmail.com>
Sent: Tuesday, April 2, 2019 4:45 PM
To: Ward 2 Staff <ward2@LasVegasNevada.GOV>
Subject: Lift withdraw application

EXTERNAL EMAIL

Hello Jordan,

I would like to continue with the application and attend tomorrow's meeting.

Let me know what else I need to send or do.

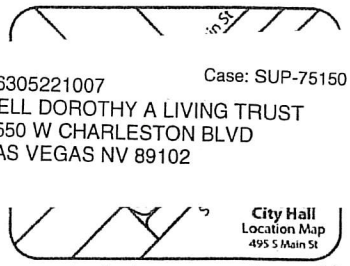
Thank you!

Ana Ortega

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

Return Service Requested

Official Notice of Public Hearing



Case: SUP-75150

16305221007
BELL DOROTHY A LIVING TRUST
8550 W CHARLESTON BLVD
LAS VEGAS NV 89102

If you wish to file your protest or support on this request, check th appropriate box below and return this card in an envelope with postage to th Department of Planning at the address listed above, fax this side of this card t (702) 464-7499 or submit your comments online a https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-75150 [PRJ-75050]

Planning Commission Meeting of **1/8/2019**

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JAN 07 2019
Dept of Planning
City of Las Vegas

61P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Permit No. 1630

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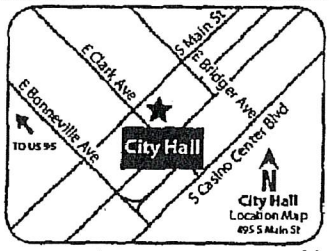

RECEIVED
JAN 0 8 2018
Dept of Planning
City of Las Vegas

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

THIS IS A QUIET RESIDENTIAL NEIGHBORHOOD. NO TOURIST ATTRACTIONS WITHIN 30 MIN. KEEP THIS NEIGHBORHOOD QUIET! OWNER TRIED TO SELL FOR 3 YEARS- NO ACTION NO POOL OR AMENITIES FOR VACATIONERS. LOOK AT PICTURES ON ZILLOW.

Case: SUP-75150
163055150002
BOLAND MICHAEL E & KATHLEEN K
8804 NAPOLI DR
LAS VEGAS NV 89117-1129

111 JRDGNF1 89117

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

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JAN 0 7 2018
Dept of Planning
City of Las Vegas

Case: SUP-75150
16305114019
BUFALINO ROBERT J & JEANETTE L
8929 TORCELLO DR
LAS VEGAS NV 89117-1105

111 JRDGNP1 89117

617

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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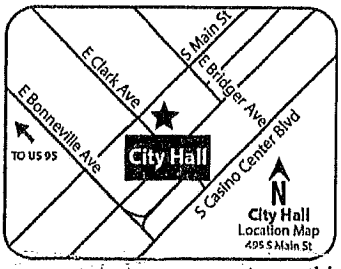

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305214005
CAP SHERRI L
8917 DIO GUARDI DR
LAS VEGAS NV 89117-1142

111 JPDCMP1 89117

61P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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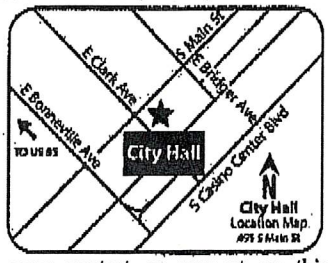

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City of Las Vegas

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305214022
DAVIS FAMILY TRUST
DAVIS LYNN J & LAURA L CO-TRS
1525 UDINE CT
LAS VEGAS NV 89117-1134

Submitted after Final Agenda
6/P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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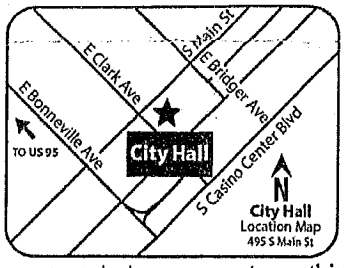

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305221015
DUDLEY GUYLIN W
1625 ODETTE LN
LAS VEGAS NV 89117-1146

111 JRDGMP1 6617

617

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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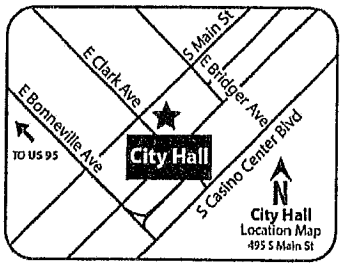

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305221017
EICHBERGER CHARLES & BOBETTE FAM
EICHBERGER CHARLES W TRS
1617 ODETTE LN
LAS VEGAS NV 89117-1146

111 JRDCNF1 89117

61P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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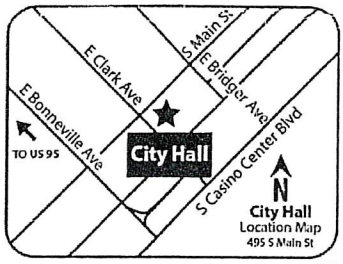

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75150 [PRJ-75050]

Planning Commission Meeting of **1/8/2019**

Case: SUP-75150

16305221014
ETCHEBARREN FAMILY TRUST
ETCHEBARREN PIERRE & RO TRS
1629 ODETTE LN
LAS VEGAS NV 89117-1146

111 JRDGNP1 89117

617

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Las Vegas, Nevada 89106

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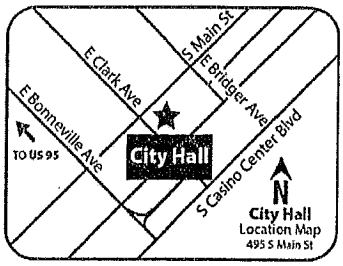

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305214010
HAWKINS JOHNNY ALE & SHIRLEY ANN
1540 SILANDRO DR
LAS VEGAS NV 89117-1139

111 JRDCNP1 89117

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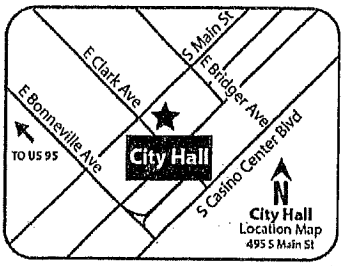

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305214033
HENDERSON JOE H & BARBARA LEE
8916 CONDOTTI CT
LAS VEGAS NV 89117-1143

111 JRDGHP1 89117

61P

City of Las Vegas
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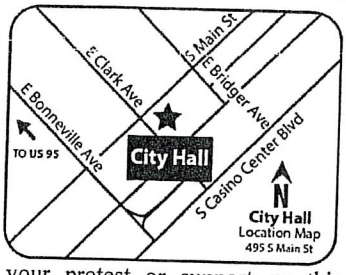

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75150 [PRJ-75050]

Planning Commission Meeting of **1/8/2019**

16305214027 Case: SUP-75150
JACKSON MICHAEL DAVID & CAROLE K
1544 S ODETTE LN
LAS VEGAS NV 89117-1119

111 JRDCNP1 89117

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Department of Planning
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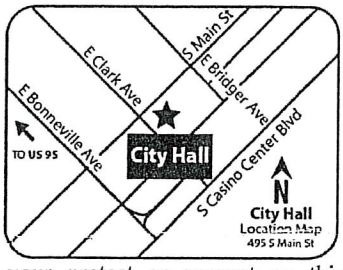

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305214018
JULIUS MICHAEL & LAURA
1524 UDINE CT
LAS VEGAS NV 89117-1134

111 JRDCNP1 89117

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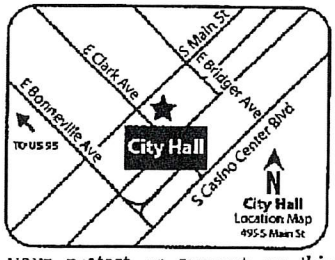

WE DON'T NEED A MOTEL IN OUR QUIET NEIGHBORHOOD!

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305220049
LAROTONDA CHRISTOPHER J & DEBRA
LAROTONDA DEBRA TRS
1617 SHADOW ROCK DR
LAS VEGAS NV 89117-5430

111 JRDGNP1 89117

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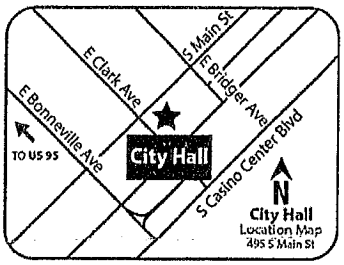

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SUP-75150 [PRJ-75050]

Planning Commission Meeting of **1/8/2019**

Case: SUP-75150

16305221013
LEFEVRE FAMILY TRUST
LEFEVRE LORIN L OR CAROLE J TRS
1612 BELLUNO CT
LAS VEGAS NV 89117-1158

111 JP3GMP1 0317

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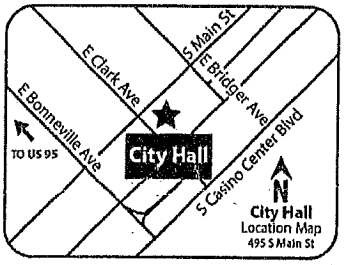

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305613002
MANNING MARTIN J
1513 ODETTE LN
LAS VEGAS NV 89117-1120

111 JRDCNP1 89117

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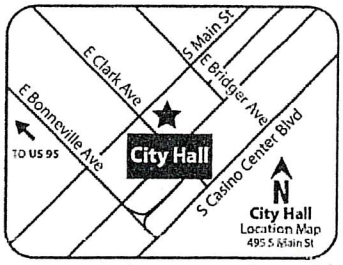

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305320004
MORGAN DENNIS & KELLEY
11700 W CHARLESTON BLVD #170-435
LAS VEGAS NV 89135

133 JRDGNP1 89135

6 I P

City of Las Vegas
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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

My concern is the owner is NOT taking care of the outside landscaping and the house looks very unkept. Will they clean it up for this?? And will it be kept up or just be go to pat. We dont need any more eyesore for home in our area. Thanks. Deanna Nilson

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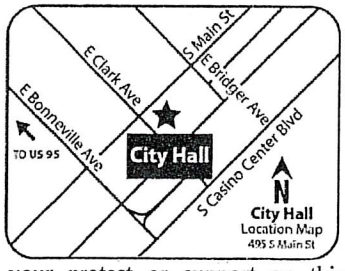

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305215011
NILSON FAMILY TRUST
NILSON THOMAS A & DEANNA L TRS
8804 SILVAGNI DR
LAS VEGAS NV 89117-1135

We would prefer a more stable use for the house.

111 JRDGNP1 89117

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Las Vegas, Nevada 89106

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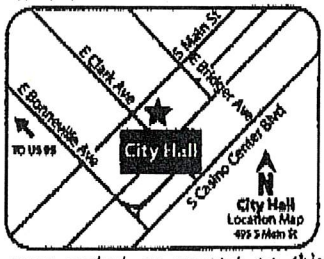

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

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Case: SUP-75150
16305213008
PAT & PAT FAMILY TRUST
O'LEARY PATRICK M & PATRICIA TRS
8905 NAPOLI DR
LAS VEGAS NV 89117-1182

111 JRDGNP1 89117

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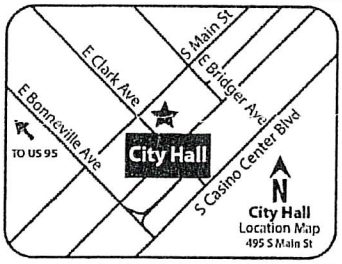

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305614022
POTATO LIVING TRUST
GILMAN ADA F TRS
8741 CREMONA DR
LAS VEGAS NV 89117-1125

111 JRDGNP1 89117

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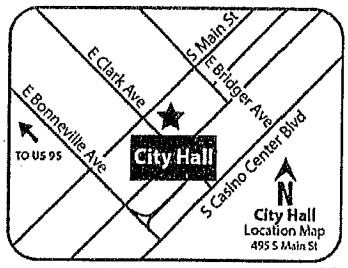

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305613006
PRISBREY CHARLES E & CYNTHIA K
8744 VERCELLI CT
LAS VEGAS NV 89117-1116

111 JRDGNP1 89117

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

ALLOWING SHORT TERM RENTAL (COMMERCIAL OPERATION) IS AN AFFRONT TO TAX PAYING PEOPLE IN A RESIDENTAL AREA. OTHER CITIES IN THE AREA DO NOT ALLOW IT. I DID NOT PURCHASE MY HOME MANY YEARS AGO TO BE NEAR A "MOTEL" IN OUR DEVELOPMENT.

Case: SUP-75150

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16305610027
REEDER FAMILY TRUST
REEDER ROY P JR & ELIZABETH A TR
8745 PESARO DR
LAS VEGAS NV 89117-1160

111 JRDCNP1 89117

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Jan. 2. 2019 12:49PM

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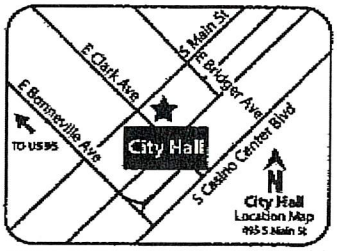

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SUP-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75150
16305214007
VECE JOHN D & BETH A
8925 DIO GUARDI DR
LAS VEGAS NV 89117-1142

111 JRDIGNP1 89117

No. 6990 P. 1/1

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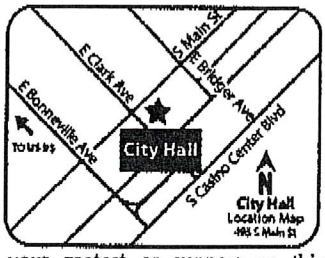

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Case: SUP-75150
16305214023
WARD FAMILY TRUST
WARD JAMES T M & NANCY C TRS
8809 SILVAGNI DR
LAS VEGAS NV 89117-1136

111 JRDCNP1 89117

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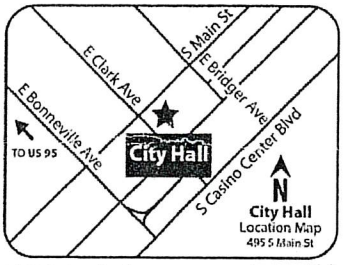

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

There are too many in the neighborhood already. Cars always coming & going & loud parties.

Case: SUP-75150
16305214028
WORMDAHL TRACY J & SHELLY F TRUS
WORMDAHL TRACY J & SHELLY F TRS
1548 ODETTE LN
LAS VEGAS NV 89117-1119

111 JRDGNP1 89117

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Nora Lares

From: noreply@formstack.com
Sent: Thursday, January 3, 2019 3:52 PM
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Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/03/19 3:51 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Don Walker
Residential or Business Address:	1601 Odette Lane Las Vegas, NV 89117
Phone:	(702) 501-2845
Email:	walker@lvcoxmail.com
Comments:	This is and has always been a residential community of home owners. I oppose a short-term residential rental at this location. It bothers me that this is a short-term rental, which means there will be a high turnover rate, and who knows what a short-term renter will trash, or leave trashed when leaving.

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Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/03/19 2:53 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Thomas Dimercurio
Residential or Business Address:	8813 Brescia Drive Las Vegas, NV 89117
Comments:	These types of short-term rentals cause nothing but problems in the neighborhood.

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Submitted at 01/03/19 9:06 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Laura Walters
Residential or Business Address:	8732 Cremona Drive Las Vegas, NV 89117
Phone:	(702) 499-5782
Email:	laurajhtw@yahoo.com
Comments:	I strongly oppose this request as I have one operating (I believe without a permit to do so) behind my home that has caused total disruption, noise and frankly just ignoring a basic respect for others. The Police have had to be called out several times over the last year. I have lived in my home for 21 years and have never had a problem such as this. This is a quiet older neighborhood that has been established since 1982 and I am respectfully asking the Commission that this request will be denied so to preserve the neighborhood.

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Submitted at 01/02/19 11:21 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Alan Whetton
Residential or Business Address:	1512, Padova Drive Las Vegas, NV 89117
Email:	ukguy@cox.net
Comments:	I fully disapprove and would wholeheartedly oppose the plan for a proposed short term rental property in this community. I feel this will only allow for even more future proposals for the same type businesses, and thus lower the valuations of all of the community homeowners properties. The short term rental situation has already gotten way out of control throughout Clark County and the city of Las Vegas as a whole. Investors are buying up properties and turning them into vacation rental homes / party rental homes at the expense of the taxpaying citizens of this city. ENOUGH IS ENOUGH !!

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Submitted at 01/02/19 4:26 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Sunni Seifert
Residential or Business Address:	8909 Bologna Drive Las Vegas, NV 89117
Phone:	(702) 807-0132
Email:	willandsunni@aol.com
Comments:	I oppose this project and all applications to it. This is a very nice and well established neighborhood..were all neighbors know, take care and watch out for each other.

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Submitted at 01/02/19 1:01 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Joseph (Joe) Constantine
Residential or Business Address:	1529 Odette Lane Las Vegas, NV 89117
Phone:	(702) 362-8483
Email:	barman3@cox.net

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Submitted at 01/02/19 10:29 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Karen Keller
Residential or Business Address:	8809 Brescia Drive Las Vegas, NV 89117
Phone:	(702) 363-7539
Email:	kkeller10@yahoo.com
Comments:	I strongly oppose this project. We have a nice neighborhood with many older people and young couples with young children. Having another party house in the neighborhood does nothing to make the neighborhood better or keep it as good as it is. I have talked to lots of neighbors and they all strongly oppose this project.

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Submitted at 01/02/19 8:16 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Jose Duran
Residential or Business Address:	1613 Odette Lane Las Vegas, NV 89117
Phone:	(702) 324-5661

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Submitted at 01/01/19 7:11 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Richard DiMarzio
Residential or Business Address:	8912 Napoli Dr Las Vegas, NV 89117
Phone:	(702) 256-0827
Email:	rickdimarzio@gmail.com
Comments:	This residential area is NO PLACE for short term residential rental use. Short term residential use will most certainly degrade our neighborhoods simply because the people who will be short term renting 8900 Condotti court will NOT have the same vested interest in maintaining our good neighborhood environment and could care less about the permanent resident's living environment.

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Submitted at 01/01/19 5:24 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Lisa Hickey
Residential or Business Address:	8748 Vercelli Ct. Las Vegas, NV 89117
Email:	funvegas007@gmail.com

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Submitted at 01/01/19 12:19 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	John A Grote
Residential or Business Address:	1600 Belluno Ct Las Vegas, NV 89117
Comments:	This opens the door to "Party Houses" that Las Vegas has had difficulty with over the last few years in other neighborhoods. It diminishes the property value for all homes in this neighborhood and has the potential to interfere with the quiet community that we live in and appreciate. My family and I certainly don't want to listen to noise or have our house vibrate from excessive noise until 10 pm at night. Nor do we want to deal with excess parking on the adjacent streets. Would this attempt to change zoning occur in Summerlin, Peccole Strada, The Lakes, or Queensridge? I don't think so. One of the amenities of this neighborhood is that it does not have an HOA, but most people that live here take care of their homes like we do.

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Submitted at 01/07/19 9:09 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Arpe Ovaguimian
Residential or Business Address:	1612 Amalfi Ct Las Vegas, NV 89117

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Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/05/19 12:55 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75150
Position:	I OPPOSE the project and all related applications.
Name:	Haikuhe Meguerditchian
Residential or Business Address:	8904 Condotti court Las Vegas , NV 89117
Phone:	(702) 241-2911
Email:	haikuhemeg@gmail.com
Comments:	I had written a previous comment prior to reading the owners request letter to the city. The owner does not live in the state of Nevada, she is a California resident. Either San Francisco or Sacramento. This morning we noticed a gray mini van with California license plate and had the opportunity to talk to the people who are short term renters, they specifically Stated they are here renting 8900 Condotti court for the next 4 days. Please be informed that the owner is giving the city misleading information. The truth is not being told here, Ana Ortega and her family are not living in nevada. Please for our children's and neighborhood safety please do not allow a short term rental. We live next door and are impacted greatly by this decision. Thank you for your attention to this matter.

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Sent: Sunday, January 6, 2019 2:42 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/06/19 2:41 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	William Armstrong
Residential or Business Address:	8920 Silvagni Drive las vegas, NV 89117
Phone:	(925) 895-4561
Email:	armstrongbill2@gmail.com
Comments:	No short term rentals, it will effect housing prices and invite strangers into our area.

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Nora Lares

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Submitted at 01/06/19 2:42 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Timothy Booher
Residential or Business Address:	8920 Silvagni Drive las vegas, NV 89117
Phone:	(925) 366-5240
Email:	timbooher925@gmail.com

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Submitted at 01/04/19 6:40 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	SUP-75150
Position:	I OPPOSE the project and all related applications.
Name:	Carrie Robinson
Residential or Business Address:	8908 Dio Guardi Dr. Las Vegas, NV 89117
Email:	redcarrob@aol.com

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Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/04/19 3:55 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Janet` Wright
Residential or Business Address:	8805 Brescia Dr 8805 Brescia Driv Las Vegas, NV 89117-1151
Phone:	(702) 363-8805
Email:	wrijan1@embarqmail.com
Comments:	I strongly oppose this application. This is a quiet family community and do not want these party houses to disrupt the peace and quiet neighborhoods. We already have several of those horrible houses now. I want them removed! states come into our community and ignore our well appreciate peace and quiet. I vote NO on adding more stress place in our neighborhood. We have lived in our home for 30 years. Thank You, Janet L Wright Property Owner

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Submitted at 01/04/19 6:24 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Vicki Savatgy
Residential or Business Address:	1605 Odette ln Las Vegas, NV 89117
Phone:	(702) 287-1035
Email:	vsavatgy@gmail.com

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Submitted at 01/04/19 8:48 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Aaron Sheets
Residential or Business Address:	8928 Torcello Dr Las Vegas, NV 89117
Phone:	(702) 306-4168
Email:	aaronmsheets@gmail.com
Comments:	We have to many short term rentals in our subdivision. Many are doing these without the proper permits.

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Submitted at 01/04/19 8:55 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Peggy Cafaro
Residential or Business Address:	1529 Lucano Lane Las Vegas, NV 89117
Phone:	(702) 218-6161
Email:	pshawn068@yahoo.com

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Submitted at 01/02/19 11:34 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Haikuhe Meguerditchian
Residential or Business Address:	8904 Condotti Court Las Vegas , NV 89117
Phone:	(702) 241-2911
Email:	nshaik1@yahoo.com
Comments:	Dear Planning Commissioner, I am writing this to notify you that I along with many other neighbors that are in Condotti Court are opposed to this short term rental that is being proposed. I have spoken with my neighbors and they will also be sending in the card with their decision for this request, however I wanted to express why I am against this request. I have two school aged children, one with asthma/anxiety problems. Previous to this request from the owners at 8900 Condotti Court they had their home up for airbnb rentals and we were dealing with different people renting this property on a weekly basis, although marijuana is legalized these individuals would be outside the backyard smoking marijuana, the smell was so strong I was

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Pg 1 of 2

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unable to open any windows in my house due to my daughters episodes with asthma, I also had to relocate my daughters bedroom to my bedroom as her bedroom is right next to the property requesting this short term rental due to the smell and partying all night from these renters, my daughter was unable to sleep and would have asthma attacks which at times would also be caused by anxiety. I am a single mother of two and there were many nights I felt scared living next door to 8900 condotti court due to the random individuals who would rent this property. Currently it is not rented as far as I know and we have been enjoying our community with established families. I have invested in an alarm system for the safety of myself and children and hope that we as a neighborhood can be much more powerful in helping you make the right decision and allowing us to keep our neighborhood safe not only for my children but many others in this street and surrounding street. I am unable to attend this meeting held on 1/8/19 at 1800 because I work at a hospital and do not get off work until 1900. I am hoping this does not effect your decision. Thank you for your attention to this matter. Happy New Year to you and everyone at the Department of Planning.

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Submitted at 01/02/19 5:56 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Kriston Anderson
Residential or Business Address:	8921 Condotti Ct Las Vegas, NV 89117
Phone:	(702) 945-8797
Email:	mantidae@yahoo.com
Comments:	I do not want a party house on my cul-de-sac. This homeowner has already operated in this capacity on several occasions throughout 2018. There was a very vividly-colored and obnoxious-looking party bus parked in the driveway for many weeks last summer. The vehicle had an LED advertisement sign along the length of the bus that stayed illuminated all night. I had to look at the ugly monstrosity every day. Other tenants had multiple vehicles that seriously clogged up the street. Condotti Ct houses several long-term residents who own large vehicles, RVs, trailers, and recreational vehicles. We don't need any more from the likes of party-goers. Further, I am concerned with noise pollution. There were multiple parties last summer coming from this address, the sound of which reverberated throughout the cul-de-sac. I am opposed to any short-term "party house" property on the same

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pg 1 of 2

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street where I live. I purchased my home for its serene location and safety. I know my neighbors and trust my neighbors. Such a relationship is impossible for those who want party homes and short-term leases. Question-- if this issue is currently up for proposal, how is it that the home owner has already conducted business all throughout 2018 as a short-term residential rental use property? Further, if this issue is still up for debate/approval, how is it that there is a sign right at this moment on the front corner of this very property that is advertising this home as a party house?

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Submitted at 01/02/19 7:54 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Steven Wells
Residential or Business Address:	8800 Brescia Dr Las Vegas, NV 89117
Phone:	(702) 501-2461
Email:	lvdawgs@aol.com
Comments:	As a homeowner very near to the subject property, 8900 Condotti Court, we oppose any change in the zoning that would allow for a special use permit for a proposed short term rental use. Our neighborhood should not be exposed to the negative aspects that come with short term rental use customers. Our neighborhood is made up of many families, prideful of the condition of our neighborhood that will not be respected by the customers of short term rental use. In addition, allowing the proposed short term rental use zoning could quite possibly have a negative economic impact for those of us that have invested

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Pg. 1 of 2

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$250,000 to $500,000 to purchase a home in our beautiful neighborhood.

Our neighborhood is a single family housing development. If the owners of the property at 8900 Condotti Court desired to invest in a short term rental property, they should have bought a property already zoned for it!!!

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Submitted at 01/04/19 3:14 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Gerald Magner
Residential or Business Address:	1605 Belluno Court Las Vegas, NV 89117
Phone:	(702) 378-1382
Email:	jemagner@embarqmail.com
Comments:	Our family has resided at this Valley West address for just under a quarter century. Although we do not have a HOA the neighborhood is kept clean, quite, and friendly. Most of us own and live in our homes, but there are a few long term lease/rentals. Almost without exception all homes are kept in respectable condition. Many of us know at least a half dozen of our neighbors on a first name basis. Crime is nearly nonexistent, kids are safe, traffic is kept within the speed limits. It's a neighborhood we all enjoy living in. The idea of having a short-term rental here is quite upsetting. That's what hotels and motels are for. This is not a neighborhood that would welcome short-term party-goers, loud parties, or in and out visitors who would care nothing about keeping up the unwritten standards of this neighborhood. We see this short-term

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rental as a sleazy money grab by a non-resident. It potentially sets a precedent for future such enterprises that would lead to downgrading the long standing standards of our development. Vote NO NO NO

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

61
Pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Sunday, January 6, 2019 11:37 AM
To: Planning Comments
Subject: Planning Application Comments Form

RECEIVED
JAN 0 7 2018
Dept of Planning
City of Las Vegas

Formstack

Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/06/19 11:36 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Chester J Barszcz
Residential or Business Address:	9030 W. Sahara Ave #449 Las Vegas, NV 89117
Phone:	(702) 240-7240
Email:	cjbarz@dslextreme.com
Comments:	I OPPOSE granting the application identified as SUP-75150 for a special use permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 8900 CONDOTTI DRIVE. Short term rentals have a reputation for use as party-houses, disrupting quiet neighborhoods, reducing available parking for renters/owners of adjacent property, and standing vacant for extended periods of time. There is no reason to expect that this location would be any different. If the opposite possibility occurs (multiple weekly rentals), with only 1 trash pickup per week in this neighborhood trash will collect and be a hazard for

61P
Pg 1 of 2

adjacent renters/owners. Does the current owner expect that a short term renter will deploy and collect the trash containers on the appropriate day?

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Dept of Planning
City of Las Vegas

Finally, this is a quiet residential neighborhood. This will set a precedent that will endanger the composition and diversity of the existing population. Many excellent short-term rentals already exist in large numbers in Las Vegas: they are called HOTELS and are equally available to all visitors.

Please note that the Residential/Business Address provided is a mailing address. My physical residence is within the community in question.

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61.
Pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Sunday, January 6, 2019 8:46 AM
To: Planning Comments
Subject: Planning Application Comments Form

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JAN 0 7 2018
Dept of Planning
City of Las Vegas

Formstack

Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/06/19 8:46 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	Richard Henning
Residential or Business Address:	1520 SIlandro Drive Las Vegas, NV 89117
Phone:	(702) 339-1408
Email:	henningrick59@yahoo.com
Comments:	I oppose this special use permit as I believe this type of short term rental will bring an increased amount of transient people into this neighborhood and expose us to more potential crime. My neighbors have already experienced disruptions and disturbances from this property by renters partying in this house. Our neighborhood is an older neighborhood in the city and has always been a quiet one with conscientious owners and for the most part, well-kept properties, but we also have been dealing with the problems of deterioration shown in increased rental properties that are not well kept by the owners and crime including burglaries, assault and drug dealing. Allowing this type of rental permit will only further that deterioration and diminish the quality of life in our neighborhood.

61P
Pg 1 of 2

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Dept of Planning
City of Las Vegas

Thank you for taking the time to consider my comments.

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61
pg 2of2

Nora Lares

From: noreply@formstack.com
Sent: Monday, January 7, 2019 9:48 AM
To: Planning Comments
Subject: Planning Application Comments Form

RECEIVED
JAN 0 7 2018
Dept of Planning
City of Las Vegas

Formstack

Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/07/19 9:48 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I support the project but OPPOSE a related application.
Planning Application Number(s):	SUP-75150
Name:	Kathy Barszcz
Residential or Business Address:	8933 Torcello Dr Las Vegas, NV 89117
Phone:	(702) 465-5762
Email:	krbarz@reagan.com
Comments:	I vehemently oppose this special use permit. The term "Short term residential" is so vague and can mean many things. There is no definition of "short term" and what type of rental this will be. We don't know if it is going to be used as a half way house, a rehab facility, an air b&b, a safe place for illegals, a place of ill repute.....and the list goes on. This is a quiet neighborhood and allowing one short term rental will open up the

61P
Pg 1 of 2

door for others to follow suit.
I have first hand experience with a neighborhood/community allowing short term rentals and the results were disasterous: more crime, loud and out of control parties, traffic\parking issues, unkemptness, etc. Please protect our neighborhood and VOTE NO on this special use permit.

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JAN 0 7 2018
Dept of Planning
City of Las Vegas

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61.
Pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Sunday, January 6, 2019 9:57 AM
To: Planning Comments
Subject: Planning Application Comments Form

RECEIVED
JAN 0 7 2018
Dept of Planning
City of Las Vegas

Formstack

Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/06/19 9:57 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75050
Position:	I OPPOSE the project and all related applications.
Name:	David Tyree
Residential or Business Address:	8905 Condotti Ct LAS VEGAS, NV 89117
Phone:	(702) 769-4821
Email:	davidlt93@hotmail.com
Comments:	This is not a good situation for our quiet neighborhood. We have no issues or problems in our community and most the residents are quiet and respectful of each other. Having a short term rental property mixed in will only bring issues to the community. Those type renters typically have no concern for noise levels, garbage being thrown around and the community in general. Therefore I vote against this proposition.

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61P

Telephone Protest/ Approval Log

Meeting Date: _____ **Case Number:** _____

Date: 12/27/18
Name: John B. Wisniewski
Address: 6513 Hyde Ave LV NV 89107
Phone: 702-877-2321
☑ PROTEST ☐ APPROVE
NO SUP 75033

Date: 01/02/19
Name: Thomas Northouse
Address: 2116 Mission Peak Cir 89146
Phone: 702-376-7702
☒ PROTEST ☐ APPROVE
SUP-75044

Date: 1/3/19
Name: David Francis
Address: 8921 Dio Gurdi Dr LV NV 89117
Phone: 702-498-1880
☒ PROTEST ☐ APPROVE
SUP-75150

Date: 1/3/19
Name: Robert Bobbett
Address: 1540 odette Ln LV 89117
Phone: 702-363-2733
☒ PROTEST ☐ APPROVE
SUP-75150

Date: 1/3/19
Name: Robert Guo
Address: 2120 mission Peak Circle LV 89146
Phone: 702-221-0331
☒ PROTEST ☐ APPROVE
SUP-75044

Date: _____
Name: _____
Address: _____
Phone: _____
☐ PROTEST ☐ APPROVE

Submitted after Final Agenda
GIP (x2)

Nora Lares

Subject: FW: Hearing for item 61,SUP-75150 ATTN. Councilman Steven Seroka

RECEIVED
JAN 0 8 2018
Dept of Planning
City of Las Vegas

From: Jordan Sandecki <jsandecki@LasVegasNevada.GOV>
Sent: Tuesday, January 8, 2019 11:06 AM
To: Nora Lares <nlares@LasVegasNevada.GOV>
Subject: FW: Hearing for item 61,SUP-75150 ATTN. Councilman Steven Seroka

Please see the below comments for item # 61, SUP-75150, on tonight's Planning Commission agenda.

Thank you!

Jordan Sandecki
Special Assistant to City Council, Ward 2
Office of Councilman Steven G. Seroka
702-229-2420 | 702-468-5451
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov

From: Charles Eichberger <chuckike@aol.com>
Sent: Monday, January 7, 2019 2:17 PM
To: www.lasvegasnevada.gov@aol.com
Cc: Ward 2 Staff <ward2@LasVegasNevada.GOV>
Subject: Hearing for item 61,SUP-75150 ATTN. Councilman Steven Seroka

To: City of Las Vegas
Planning Commission

From: Charles Eichberger
1617 Odette LN.
Las Vegas, Nv. 891170
Jan.6, 2019man

Dear Commission Members

I'm writing this because I oppose Item 61,SUP-75150.
I will list my reasons for my opposition.

1 of 2
Pg 1 of 2

RECEIVED
JAN 0 8 2018
Dept of Planning
City of Las Vegas

1.In the past 3 years I have seen many people rent 8900 Condotti Ct., Some have been there for more then a month but in between I see Short term renters there. I feel the the law is being not followed.
I have lived across from 8900 Condotti Ct for the last 30 years and i'ts been a problem these past years. The garbage cans end up sitting in the street for days before pick up. I have seen 3 mini buses stop there and about 40 teenagers stay there for 2 to 3 days. what a racket at night.
Yesterday i spoke to 4 people staying there and they said they were there for a few days only?????? I know there have been enforcement actions initiated in the past. What makes us expect all will be handled lawfully in the furture?

2. Mrs Ana Ortega states she has been living in the house on and off. I'm sure she has but I wonder how long ago that was? I find it hard to tell who lives there with the amount of people living there on and off. I question if Mrs Ana Ortega lives in Nevada, if that is of any importance

3. I have stopped at every house on Condotti Ct. and also the homes close on Odette Ln. and found that any one i spoke with was not in favor of having this home as a Short Term Rental.

4. The neighbors close bye were bothered by the noise and how it affected the childens sleep.

Respectfully,

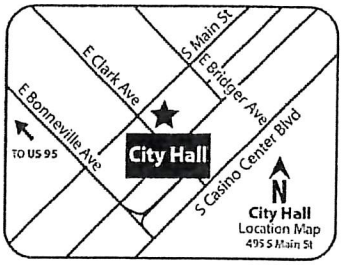
Charles Eichberger

61
Pg 2 of 2

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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 submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-75150 [PRJ-75050]
Planning Commission Meeting of **1/8/2019**

RECEIVED
JAN 07 2019
Dept of Planning
City of Las Vegas

Case: SUP-75150
16305214030
MEGUERDITCHIAN HAIKUHE
8904 CONDOTTI CT
LAS VEGAS NV 89117-1143

NIXIE 891 DE 1320 0001/04/19
RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD
BC: 89106370303 *0294-02346-04-33

IA
111 JRDCNPS>8911

Submitted after Final Agenda

61P

y of Las Vegas
partment of Planning
velopment Services Center
North Rancho Drive, 3rd Floor
Vegas, Nevada 89106

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U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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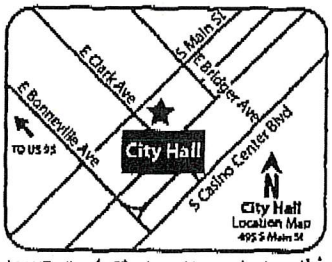
JAN 0 7 2018
Dept of Planning
City of Las Vegas

Return Service Requested
Official Notice of Public Hearing



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you would like to contact your Council Representative, please call (702) -6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

ase use available blank space on card for your comments.

P-75150 [PRJ-75050]
nning Commission Meeting of **1/8/2019**

111 JRDCMP1 89117

61P

To: City of Las Vegas
Planning Commission

From: Charles Eichberger
1617 Odette LN.
Las Vegas, Nv. 89117
Jan.6, 2019

Dear Commission Members

I'm writing this because I oppose Item 61,SUP-75150.
I will list my reasons for my opposition.

1.In the past 3 years I have seen many people rent 8900 Condotti Ct.,
Some have been there for more then a month but in between I see Short term renters there. I feel the the law is being not followed.
I have lived across from 8900 Condotti Ct for the last 30 years and i'ts been a problem these past years. The garbage cans end up sitting in the street for days before pick up. I have seen 3 mini buses stop there and about 40 teenagers stay there for 2 to 3 days. what a racket at night.
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I'm sure she has but I wonder how long ago that was? I find it hard to tell who lives there with the amount of people living there on and off.
I question if Mrs Ana Ortega lives in Nevada, if that is of any importance

3. I have stopped at every house on Condotti Ct. and also the homes close on Odette Ln. and found that any one i spoke with was not in favor of having this home as a Short Term Rental.

4. The neighbors close bye were bothered by the noise and how it affected the childens sleep.

Respectfully,

Charles Eichberger

Submitted at Planning Commission
Date 4/8/2019 Item 61
by Jose Duran

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
68

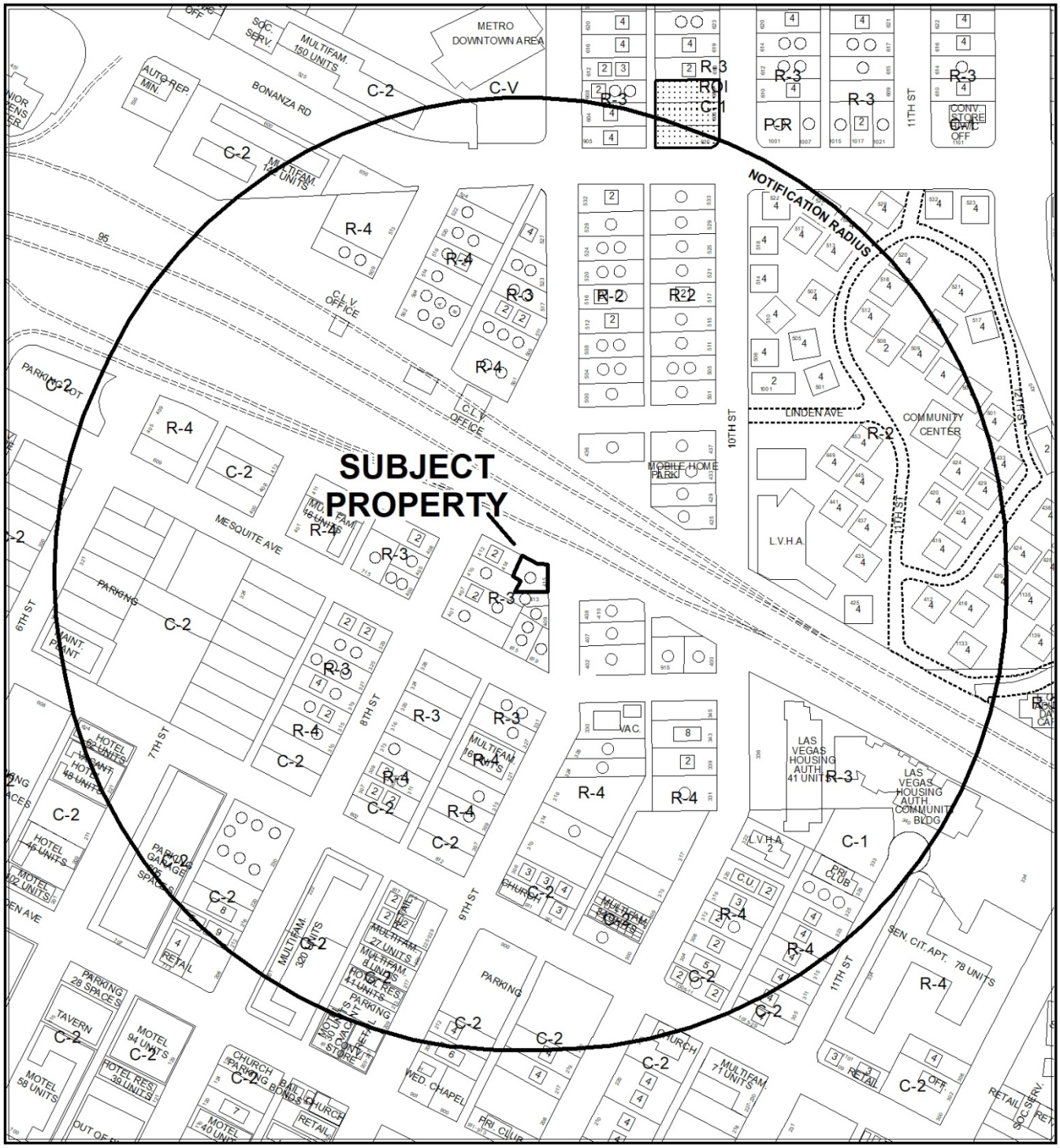
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
WVR-75200 - ABEYANCE ITEM - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: MICHAEL ERIC CATMULL - For possible action on an Appeal of the Denial by the Planning Commission on a request for a Waiver TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED AND ZERO PARKING SPACES WHERE FOUR ARE REQUIRED FOR A PROPOSED TWO-FAMILY DWELLING at 415 North 9th Street (APN 139-34-512-096), R-3 (Medium Density Residential) Zone, Ward 5 (Crear) [PRJ-74918]. The Planning Commission (6-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	4	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Appeal Documentation
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Backup Submitted at the March 6, 2019 City Council Meeting



CASE: **WVR-75200 (PRJ-74918)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



CASE: **WVR-75200 (PRJ-74918)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

LAS VEGAS CITY COUNCIL
CAROLYN G. GOODMAN
Mayor
LOIS TARKANIAN
Mayor Pro Tem
STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

OFFICE OF THE
CITY CLERK
LUANN HOLMES
CITY CLERK

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
702.382.4803 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

January 30, 2019

Michael Eric Catmull
5962 Bassio Avenue
Las Vegas, NV 89141

RE: Planning Commission Appeal Confirmation
WVR-75200

Dear Mr. Catmull:

The City of Las Vegas has received your request for appeal to the Planning Commission decision on January 22, 2019. The notification fee of $500 for the appeal has been collected, and the item is scheduled to be heard at the March 6, 2019 City Council Meeting. You will also receive a postcard confirming this date.

Please contact the City Clerk's office at 702-229-6311 or the Planning Department at 702-229-6301 in the event you have any questions.

Sincerely,

LUANN D. HOLMES, MMC
City Clerk

/ph

cc: Planning Department

Ms. Lisa Demmel
Executive Assistant
Innovative Air
6231 Dean Martin Drive
Las Vegas, NV 89118

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
1/30/2019

TO:	FROM:
DEPARTMENT OF PLANNING	CITY CLERK
SUBJECT: APPEAL OR CITY COUNCIL REVIEW INFORMATION ON PLANNING COMMISSION ACTIONS	**COPIES TO:**

This is to certify that the following action relative to the Planning Commission decision on the application of:

FILE NO.: WVR-75200 [PRJ-74918] - WAIVER

APPLICANT: APPLICANT/OWNER: MICHAEL ERIC CATMULL

WARD: Ward 5 (Crear)

Appeal by applicant or any other aggrieved person: (Yes) No

Review requested by City Council: Yes (No)

1/30/2019
DATE

DEPUTY CITY CLERK PATTY HLAVAC

PLANNING AND DEVELOPMENT DEPARTMENT INFORMATION:

Date of Planning Commission Action: January 22, 2019

Last day for filing an appeal by applicant or any other aggrieved person. (Appeal period is 10 days after the date of the PC decision): February 4, 2019

Last day for a review being requested by the City Council. (Review period is 10 days after the date of the PC decision.): February 4, 2019

Set Date: 2/20/2019
City Council: 3/6/2019

Lisa Demmel, Executive Assistant
Innovative Air - 6231 Dean Martin Drive Las Vegas, Nevada 89118
702-945-1056 Lisa@innovativeair.co

January 29th, 2019

LuAnn D. Holmes, City Clerk
Office of the City Clerk
495 South Main Street
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2019 JAN 30 P 2:38

Dear Ms. Holmes,

I hope you're doing well. I am writing this appeal letter on behalf of Michael Eric Catmull, the owner of 415 N 9th Street. We would like to appeal the denial of WVR-75200 by the Planning Commision on 1/22/2019.

The neighborhood is starting to show more signs of revitalization and we'd like to be a part of that. Our plan for the property is to follow the pattern of the neighborhood and convert it into a duplex. By doing so it would allow us to continue charging low income rent and provide housing to more than one person. There are currently two other duplexes and one fourplex in the surrounding area roughly 2-3 houses away from our property. The addresses for theses properties are:

- 401 N 8th Street / fourplex
- 815 E Mesquite / duplex
- 407 N 9th Street / duplex

It's important to note all construction will be made internally, the exterior of the home will remain the same.

In order to proceed we are required to have four parking spaces which is why we applied for the variance. There are several reasons for this decision:

1. Our property line is in the neighbors' side yard which doesn't allow room to put parking spaces in the back. We would like to avoid having to cause distress to our neighbors at 413 N 9th Street about getting rid of the side yard.
2. The property is too close to the street to fit spaces in the front. A car can park on the property, but the end of the car would slightly hang on the sidewalk.

3. The surrounding properties are also dependent on street parking and at any given time you can see the street parking by others.
4. The fourplex which is a few houses away only has 4 parking spaces.

Lastly, the delay of new construction has resulted in drug dealers, homeless, and drug users to trespass on the property. This causes distress to the neighbors which results in them calling the city of Las Vegas code enforcement regarding the trash and disturbances. We have tried multiple times to get them off the property and keep it clean but ultimately until we have tenants we believe it will remain a problem.

Thank you for your time in reading this letter, any help you can provide would be greatly appreciated. We look forward to hearing from you regarding this appeal.

Kind Regards,

Lisa Demmel / Eric Catmull
Executive Assistant / President
Innovative Air
702-945-1056 / 702-325-1166

CITY OF LAS VEGAS
DEPARTMENT OF CITY CLERK

Operator ID: BPERKINS

Transaction: 380499

Reference #:

Today's Date: 01/30/2019 2:42:00 PM

Posting Date: 01/30/2019

Account Description	Account Number		Amount Due
GENERAL FUND.Meeting Management.Miscellaneous Fees.Meeting Services	100000.04401.270100.C21000.000.000	$	500.00
	Total Amount Due	$	**500.00**

Method of Payment	Number	Authorization			Amount Paid
Visa/MC/ATM	9909	08786		$	500.00
			Tendered	$	**500.00**
			Change	$	**.00**

Customer Information:

Michael Catmull
5962 Bassio Ave
Las Vegas, NV 89141

Comments:
Appeal WVR-75200

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MICHAEL ERIC CATMULL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*
WVR-75200	Staff recommends DENIAL.

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 30

NOTICES MAILED 214 (By City Clerk)

PROTESTS 4

APPROVALS 0

JFA

**** CONDITIONS ****

WVR-75200 CONDITIONS

Planning

1. Conformance to the approved conditions for Waiver (WVR-75200).

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The project request is for a Waiver of the Interim Downtown Las Vegas Development Standards to allow no on site parking and reduced side and rear yard setbacks on a proposed duplex residential site. The project is located on a developed .11 acre parcel located at 415 North 9th Street, Downtown Las Vegas Overlay – Area 2.

ISSUES

- Along the north property line, the setback ranges from three to four feet. Additionally, the rear property line has a setback of 16 feet. Per Title 19 Residential Development Standards, the R-3 Zone setbacks are five feet to the side and twenty feet to the rear.
- The project proposes conversion of an existing single family house into a Two-Family Dwelling. Per Title 19 Residential Development Standards, the use requires two on-site parking spaces per dwelling unit. The project proposes no parking on-site.

ANALYSIS

The project location is an existing single family residential neighborhood on a parcel zoned R-3 (Multi-family residential) within the Downtown Las Vegas Overlay District (DTLV-O Area 2) of the Interim Downtown Las Vegas Development Standards Plan. A one-story detached single family house exists on site that is proposed for conversion to a Two-Family Dwelling (Duplex). A Two-Family Dwelling is defined pursuant to Title 19 Land Use Descriptions as a detached dwelling designed for and occupied exclusively by two families living independently of each other in separate dwelling units on a single lot.

The DTLV-O Area 2 Standards requires development to conform to Title 19 of the City of Las Vegas Municipal Code. Deviation requests from Title19 Development Standards that supports the City's goals as expressed in the Vision 2045 Downtown Las Vegas Masterplan and the districts' goals and descriptions as per Chapter II of this document - may only be granted by the City Council when supported through clear and convincing evidence and shall require the approval of a Waiver per Section A.8b of this document.

Parking

The parking requirement is two parking spaces per dwelling on site. The structure is constructed such that parking on-site is not possible for four spaces. Two areas to the south and east of the structure (side and front) may have historically provided on site parking. Current Title 19 parking design standards require spaces to have a minimum nine foot width and 18-foot depth. The existing areas on site have approximately six feet of width and fifteen feet of depth. Staff recommendation for the parking Waiver request is denial.

Setbacks

The existing one story structure is an older house constructed in 1934 that includes unpermitted additions as cited in a code enforcement case. The structure does not meet the minimum R-3 Zone side yard setback of 5 feet along the north property line, and the rear yard setback of 20 feet along the rear property line. The Waiver request requests a deviation from this standard to allow a 3 foot 1 inch setback along the side property line (north), and a 16 foot 6 inch setback along the rear property line. These non-conformities are considered a self imposed hardship and as such staff recommendation is Denial.

BACKGROUND INFORMATION

Most Recent Change of Ownership	
2/24/17	A deed was recorded for a change in ownership.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/11/11	A Code Enforcement Case was opened involving an unpermitted building shed with electrical wiring exposed. Officer also citing the property owner as constructing renovations without building permits. Vagrant camp in the backyard. Case was resolved on 2.22.11.
03/27/17	A Code Enforcement Case was opened involving a tenant complaint of unlivable living conditions at a house structure. Case was resolved on 4.20.17
08/31/17	A Code Enforcement Case was opened involving a tenant complaint of unlivable living conditions at a house structure. Case was resolved on 12.12.17
01/02/18	A Code Enforcement Case was opened involving a tenant complaint of a homeless encampment. Case was resolved on 1.22.18
02/27/18	A Code Enforcement Case was opened involving a vagrant camp in the backyard. Case was resolved on 5.8.18.

Related Relevant City Actions by Planning, Fire, Bldg., etc	
10/08/18	A Code Enforcement Case was opened involving a vagrant camp in the backyard. Case was resolved on 12.31.18.
01/22/19	The Planning Commission DENIED a request for a Waiver (WVR-75200) TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED AND ZERO PARKING SPACES WHERE FOUR ARE REQUIRED FOR A PROPOSED TWO-FAMILY DWELLING at 415 North 9th Street (APN 139-34-512-096), R-3 (Medium Density Residential) Zone, Ward 5 (Crear) [PRJ-74918].
02/04/19	The Office of the City Clerk received an appeal of the Denial by the Planning Commission for WVR-75200 which will be considered by the City Council on March 6, 2019.
01/22/19	The Planning Commission denied a request for a Waiver (WVR-75200) to allow a three-foot side yard setback where five feet is required and zero parking spaces where four are required for a proposed two-family dwelling at 415 North 9th Street.
02/04/19	The applicant filed an appeal of the denial by the Planning Commission of Waiver (WVR-75200) to allow a three-foot side yard setback where five feet is required and zero parking spaces where four are required for a proposed two-family dwelling at 415 North 9th Street with the City Clerk. The appeal was scheduled for March 6, 2019.
03/06/19	The City Council voted to approve a request by the applicant for an abeyance until the April 3, 2019 City Council meeting, of a request for an Appeal of the Denial by the Planning Commission of Waiver (WVR-75200) to allow a three-foot side yard setback where five feet is required and zero parking spaces where four are required for a proposed two-family dwelling at 415 North 9th Street on a request for a Waiver (WVR-75200).

Pre-Application Meeting	
10/31/18	A Pre-Application meeting was held with the applicant to review and discuss the request, site plan, municipal code requirements, scheduling and application submittal requirements.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
12/20/18	Staff conducted a site visit and determined the site is developed with an existing single story house with vegetation and fencing along the perimeter.

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	MXU (Mixed Use)	DTLV-O Area 2 (Downtown Las Vegas Overlay)	R-3 (Medium Density Residential)
North	MXU	DTLV-O Area 2	R-3
South	MXU	DTLV-O Area 2	R-3
East	MXU	DTLV-O Area 2	R-3
West	MXU	DTLV-O Area 2	R-3

Master and Neighborhood Plan Areas	***Compliance***
Downtown Master Plan	N
Special Area and Overlay Districts	***Compliance***
Downtown Las Vegas Overlay District – Area 2, Interim Downtown Las Vegas Development Plan	N
Live Work Overlay	N/A
Redevelopment Plan Area 1	N
Revitalization Area – Southeast Sector	N
Other Plans or Special Requirements	***Compliance***
Historic Review Area – Greater than 50 years old; No determination	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06 - Residential Development Standards, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	6,500 SF	4,792 SF	N
Min. Lot Width	N/A	N/A	N/A
Min. Setbacks			
• Front	10 Feet	6 Feet	N
• Side	5 Feet	3 Feet	N
• Corner	5 Feet	N/A	N/A
• Rear	20 Feet	16 Feet	N

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement – Downtown Las Vegas Overlay – Area 2							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Two-Family Dwelling	2 dwellings	2 spaces per dwelling	4				
TOTAL SPACES REQUIRED			4		0		N
Regular and Handicap Spaces Required			4	*N/A			N/A

*Handicapped parking applies to Multi-family residential defined by Title 19 Definitions & Measures as three or more units.

Waivers		
Requirement	***Request***	***Staff Recommendation***
5 foot side yard setback	3 feet	Denial
20 foot rear yard setback	16 feet	Denial

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	WVR-75200
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Variance

Project Address (Location) 415 n. 9th street.

Project Name Catmull Residence Conversion **Proposed Use** low income housing

Assessor's Parcel #(s) 139-34-512-096 **Ward #** _____

General Plan: Existing MXU Proposed n/a **Zoning:** Existing R-3 Proposed n/a

Additional Information _____

Property Owner Michael Eric Catmull Contact _____

Address 5962 bassio ave. City Las Vegas State NV Zip 89141

E-mail Eric @ innovativeair.co Phone 702-325-1166

Applicant _____ Contact _____

Address _____ City _____ State _____ Zip _____

E-mail _____ Phone _____

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 _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Eric Catmull

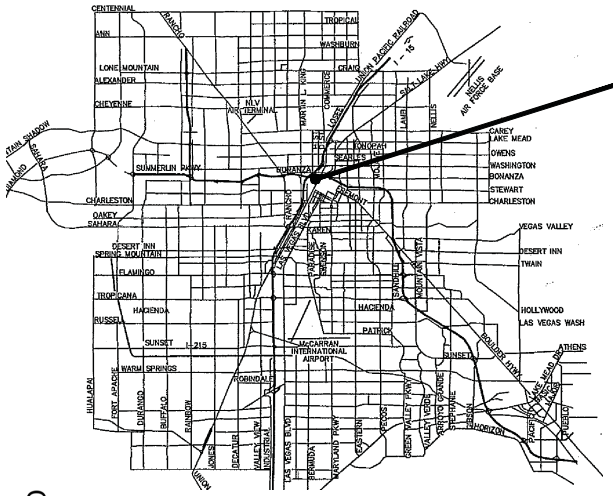
Subscribed and sworn before me

This 28th day of November, 20 18

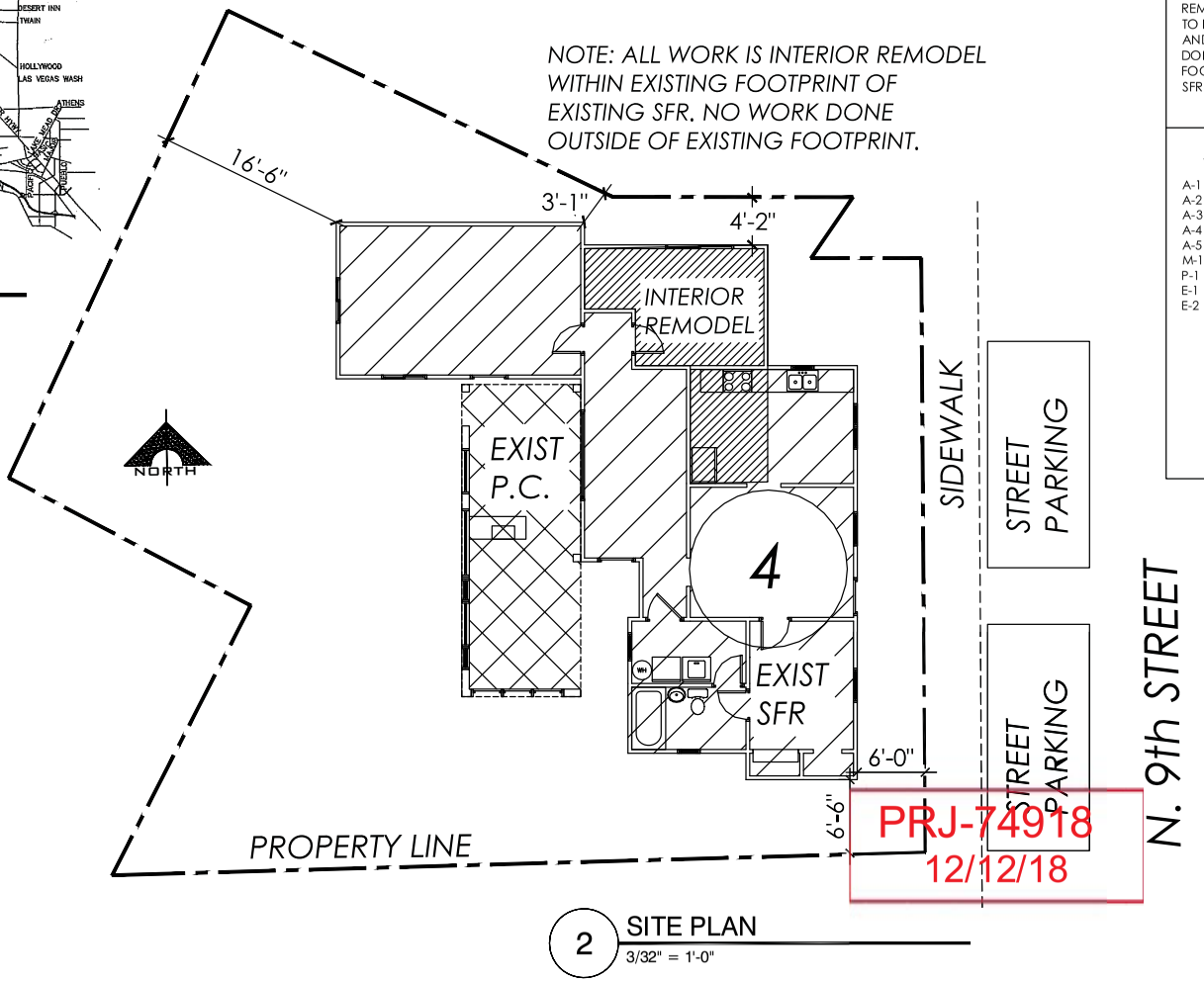
Notary Public in and for said County and State

TAMARA LYNN HACK
Notary Public, State of Nevada
No. 17-4187-1
My Appt. Exp. Nov 21, 2021

PRJ-74918
12/12/18



NOTE: ALL WORK IS INTERIOR REMODEL WITHIN EXISTING FOOTPRINT OF EXISTING SFR. NO WORK DONE OUTSIDE OF EXISTING FOOTPRINT.



2 SITE PLAN
3/32" = 1'-0"

SHALL COMPLY TO:

2012 IRC
2012 UMC
2012 UPC
2011 NEC
2009 IECC
So. NV. Code Amendments

SCOPE OF WORK:

142 sqft INTERIOR REMODEL TO EXISTING SFR, TO INCLUDE NEW KITCHEN AND BATH. ALL WORK DONE INSIDE EXISTING FOOTPRINT OF EXISTING SFR.

SHEET INDEX:

A-1 SITE PLAN
A-2 EXISTING FLOOR PLAN
A-3 DEMO PLAN
A-4 NEW FLOOR PLAN
A-5 SCHEDULES
M-1 MECHANICAL PLAN
P-1 PLUMBING PLAN
E-1 ELECTRICAL PLAN
E-2 ELECTRICAL NOTES & LOAD CALCS

PRJ-74918
12/12/18

BUSH CONSTRUCTION
LIC# 36890
2505 ANTHEM VILLAGE DR., STE E-204
HENDERSON, NV. 89052
MECHANICAL CONTRACTOR

SFR CONVERSION TO DUPLEX

CATMULL RESIDENCE

415 N. 9TH ST. LAS VEGAS, NV 89101 - PARCEL# 139-34-612-096
BUCKS SUB - PLAT BOOK 1 PAGE 15 PT LOT 4 BLOCK 10 & PT LOTS 5,8 & VAC ALLEY - R-3 ZONING (CLV)

PROJECT NAME:

SHEET NUMBER
A-1

SITE PLAN | SCALE 3/32" = 1'-0"

WVR-75200

MECHANICAL CONTRACTOR

BUSH CONSTRUCTION
LIC# 36890
2505 ANTHEM VILLAGE DR., STE E-204
HENDERSON, NV. 89052

CATMULL RESIDENCE
SFR CONVERSION TO DUPLEX
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BUCKS SUB - PLAT BOOK 1 PAGE 15 FT LOT 4 BLOCK 18 & FT LOTS 5,8 & VAC ALLEY - R-3 ZONING (CLV)

PROJECT NAME:

SHEET NUMBER
A-4

SCALE
3/16" = 1'-0"

NEW FLOOR PLAN

WVR-75200

PRJ-74918
12/12/18

MECHANICAL CONTRACTOR

BUSH CONSTRUCTION
LIC# 36890
2505 ANTHEM VILLAGE DR., STE E-204
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PROJECT NAME:

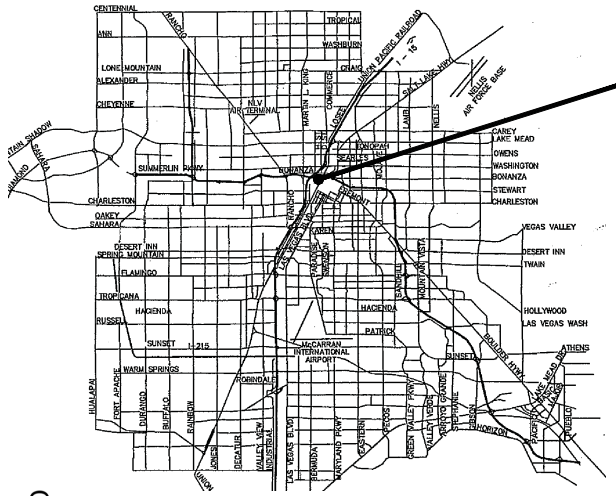
SHEET NUMBER
A-4

NEW FLOOR PLAN

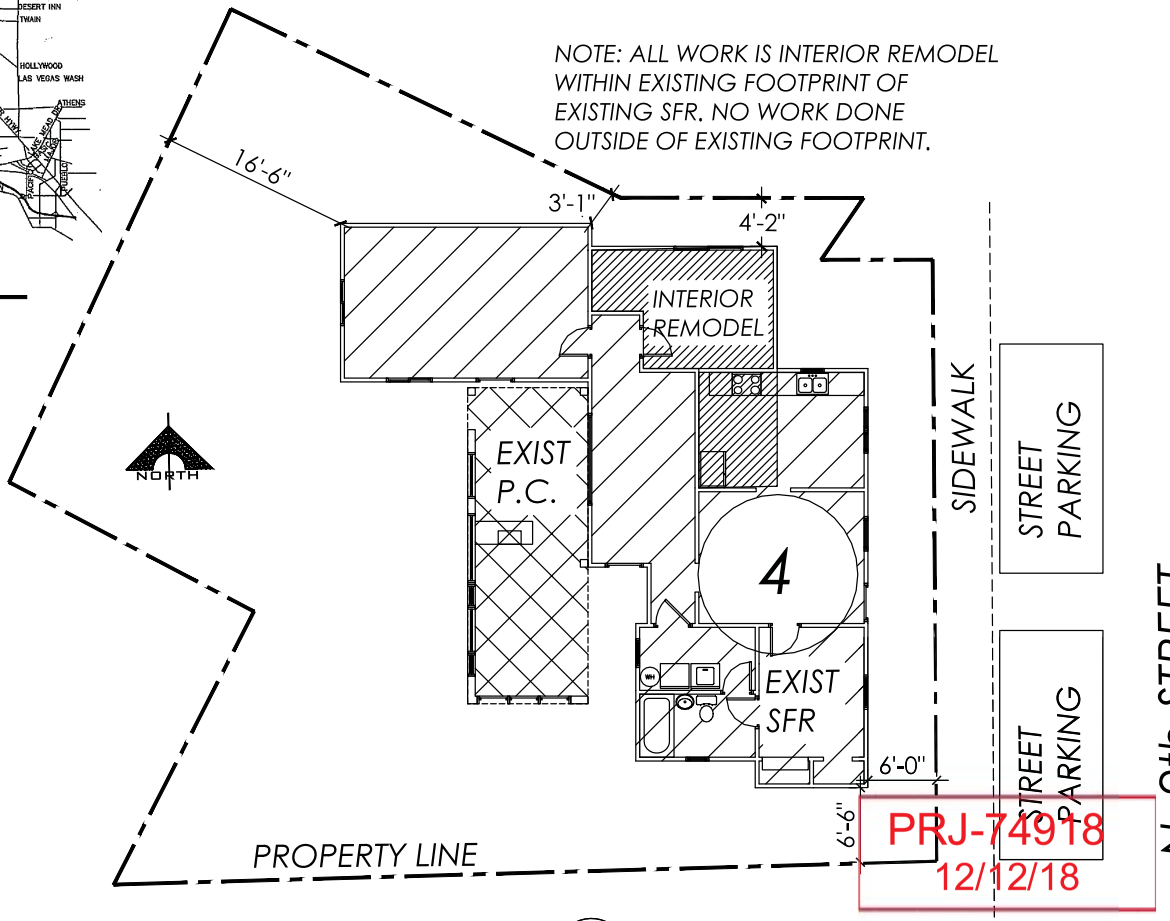
SCALE
3/16" = 1'-0"

PRJ-74918
12/12/18

WVR-75200



1 VICINITY MAP
NTS



2 SITE PLAN
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E-2 ELECTRICAL NOTES & LOAD CALCS

BUSH CONSTRUCTION
LIC# 36890
2505 ANTHEM VILLAGE DR., STE E-394
HENDERSON, NV. 89052
MECHANICAL CONTRACTOR

PROJECT NAME:
SFR CONVERSION TO DUPLEX
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415 N. 9TH ST. - LAS VEGAS, NV 89101 - PARCEL# 139-34-512-096
BUCKS SUB - PLAT BOOK 1 PAGE 15 PT LOT 4 BLOCK 16 & PT LOTS 5,8 & VAC ALLEY - R-3 ZONING (CLV)

SHEET NUMBER
A-1

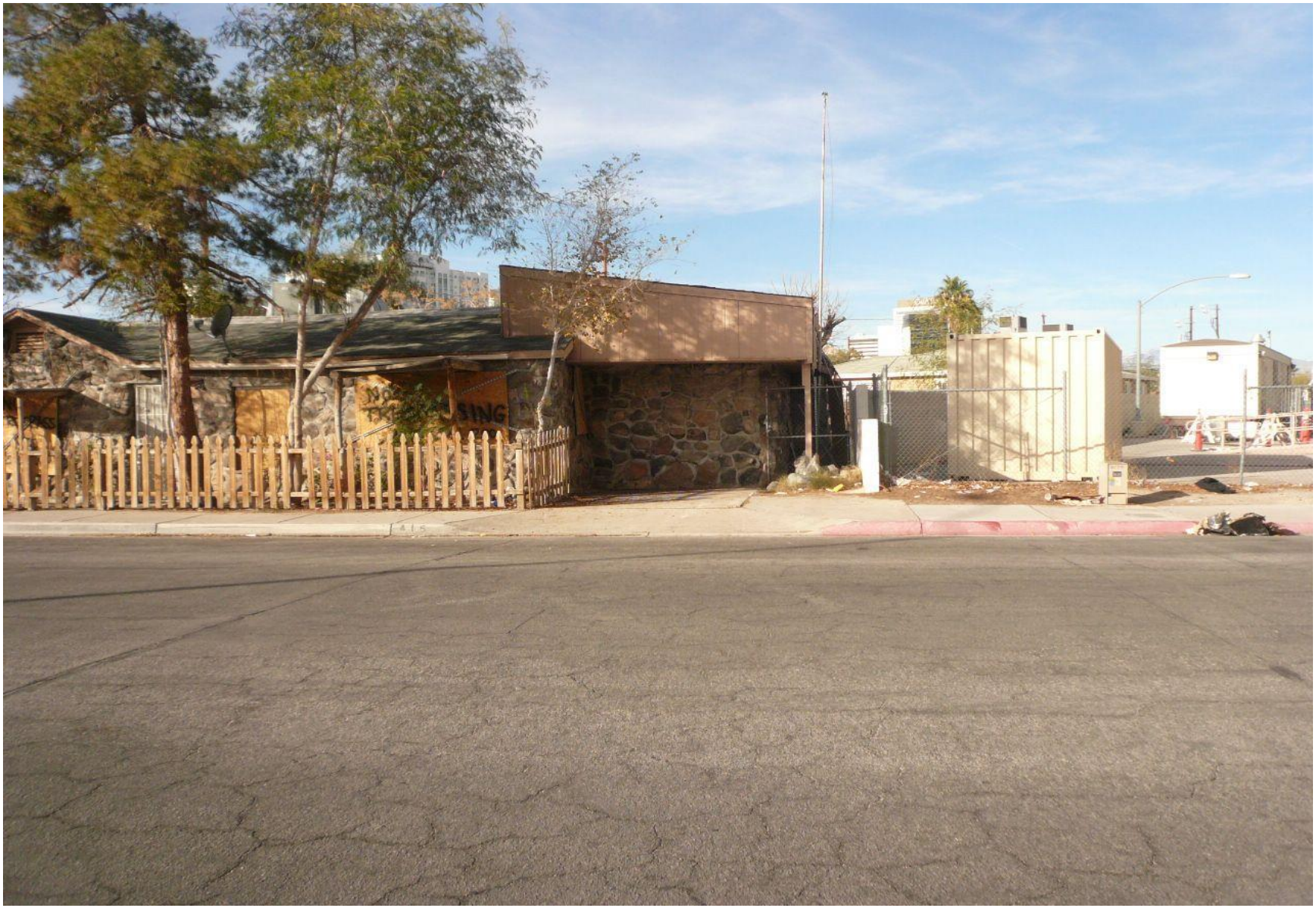
SITE PLAN | SCALE 3/32" = 1'-0"

WVR-75200



WVR-75200 [PRJ-74918] - WAIVER - APPLICANT/OWNER: MICHAEL ERIC CATMULL
415 NORTH 9TH STREET

12/13/18



WVR-75200 [PRJ-74918] - WAIVER - APPLICANT/OWNER: MICHAEL ERIC CATMULL
415 NORTH 9TH STREET

12/13/18

DocuSign Envelope ID: D2C7C839-05A8-44AB-AAF4-5BBD5F6B0CAD

INNOVATIVE AIR
6231 Dean Martin
Las Vegas, NV 89118
Phone: 702-325-1166
Email: Eric@InnovativeAir.co

October 11thth, 2018

To: Department of Building & Fire Prevention City of Las Vegas

Attn: Pre Application Conference committee

City of Las Vegas Project # **PREAPP2018 - 009724**

To Whom It May Concern:
Thank you allowing us to submit plans and have a discussion about our very light tenant improvement on the house at 415 9th st, Las Vegas NV 89101. This house was purchased back in October of 2016 and has had several different squatters who didn't pay rent or have had homeless people inside of the house. We are trying to get approval to turn this house into a duplex to provide low income rent to the community. We have tried several times to submit plans only to be told that there is variance issues and setbacks. The newest issue is We have to be 5' on the side (north side of the house we're only 3'-1" to face of block wall) and 20' in the rear (we're only at 16'-6" at the closest point).

The scope of work we are looking to get your approval on :install a new dividing wall, a few new doors, some new plumbing and a little new electrical. HVAC will be remain as is and be set at one point.

The hours of construction work can be 7-3:30pm to be mindful of the community around the house.

The objective is to create a duplex so that low-medium income returns can afford a place to live downtown.

The projected time frame of completion is 2 months from start to final certificate of occupancy.

We are and previously have offered money to the homeless to clean up trash and such. We could do the same to help promote the area. We have offered them jobs at my company and that they could live in the place only if they continued to work and be drug free.

Our goal is to help the community and we would really like approval to proceed with this TI. No exterior additions for this project. We are asking for the approval to proceed based on how the home was purchased.

Thank you,

DocuSigned by:
56EFEC7018EF466...
Eric Catmull

President

Innovative Air

PRJ-74918
12/12/18

WVR-75200

DocuSign Envelope ID: D2C7C839-05A8-44AB-AAF4-5BBD5F6B0CAD

PRJ-74918
12/12/18

ity of Las Vegas
ffice Of The City Clerk
)5 South Main Street, 2nd Floor
as Vegas, Nevada 89101

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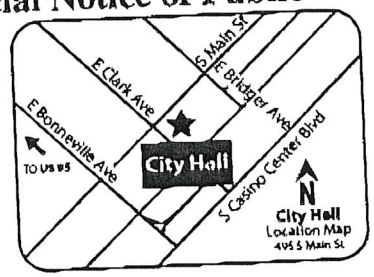
Return Service Requested
Official Notice of Public Hearing



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CITY CLERK
2019 FEB 25 A 8:20

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.

WVR-75200 [PRJ-74918]
City Council Meeting of **3/6/2019**

Case: WVR-75200
13934512057
WANDERER JOHN FAMILY TRUST
1711 S 15TH ST
LAS VEGAS NV 89104-3102

Submitted after final agenda
Date 2/25/19 Item 86

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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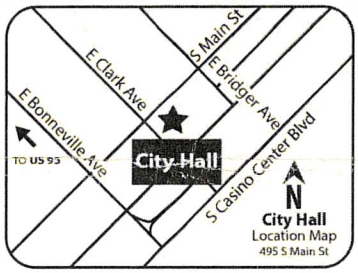

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Please use available blank space on card for your comments.

WVR-75200 [PRJ-74918]
City Council Meeting of **3/6/2019**

Case: WVR-75200

13935110009
IAMELE LUIGI TRUST
IAMELE LUIGI TRS
761 SANDY DR
HENDERSON NV 89002

13 LRDFNP1 89002

Submitted after final agenda
Date 2/26/19 Item 86

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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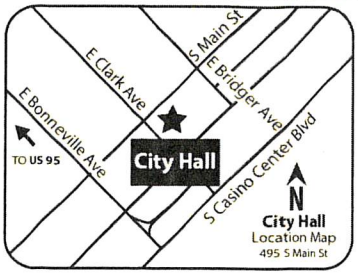
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-75200 [PRJ-74918]
City Council Meeting of **3/6/2019**

Case: WVR-75200
13935110011
CRANE NANCY C & GARY G
FRANKLIN SEVE K
1112 ROBERT DR
GODFREY IL 62035

106 LRDFNP1 62035

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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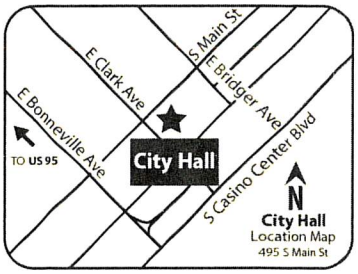

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-75200 [PRJ-74918]
City Council Meeting of **3/6/2019**

Case: WVR-75200
13934512094
CRANE NANCY C & GARY G
FRANKLIN STEVEN K
1112 ROBERT DR
GODFREY IL 62035

Submitted after final agenda
Date 3/4/19 Item 86

106 LRDFNP1 62035

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
69

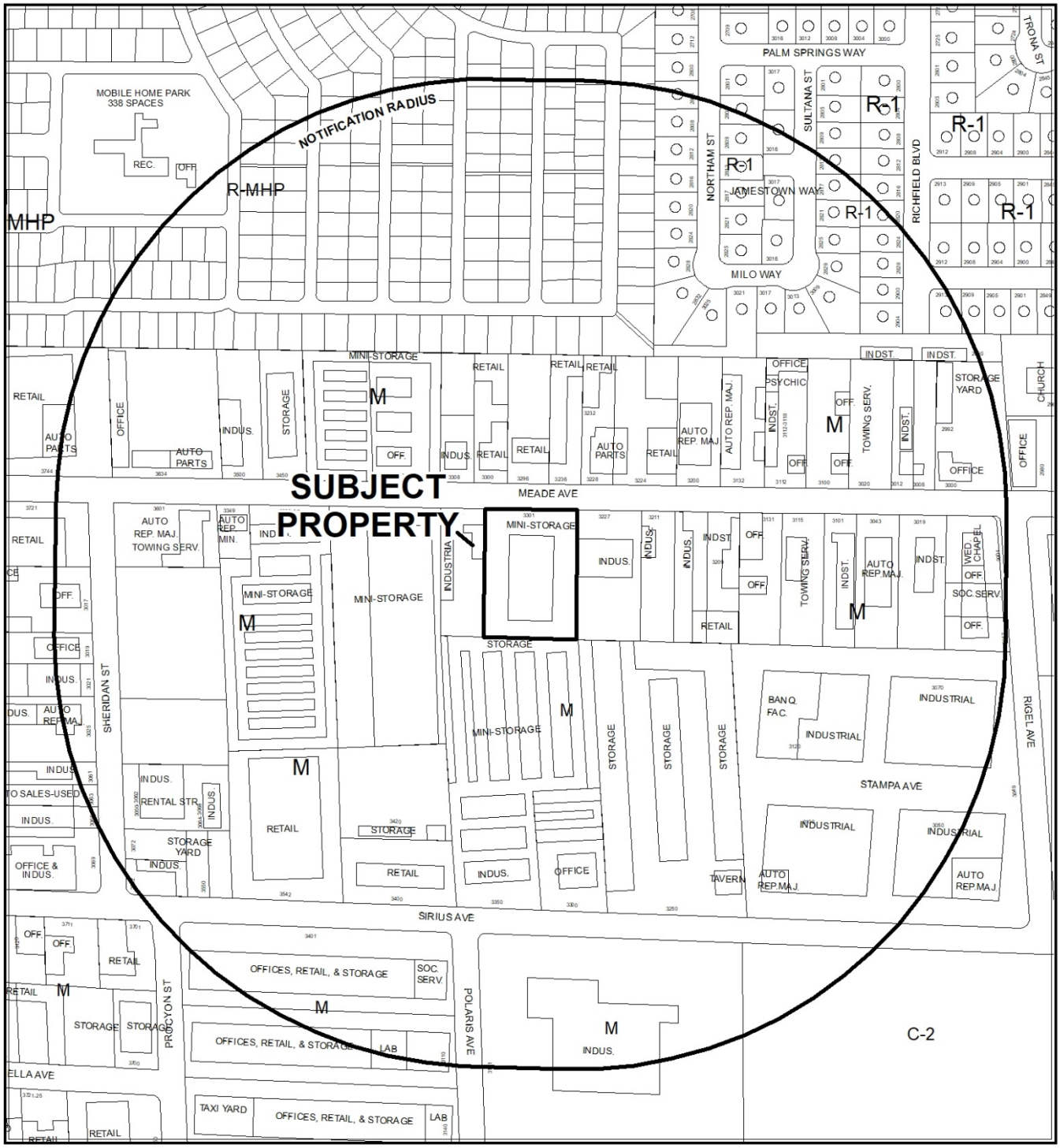
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SDR-75333 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: NSA PROPERTY HOLDING, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 302-UNIT, 39,400 SQUARE-FOOT MINI-STORAGE FACILITY WITH A WAIVER TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE WEST, SOUTH AND EAST PROPERTY LINES WHERE EIGHT FEET IS REQUIRED AND A 10-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE NORTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 1.49 acres at 3301 Meade Avenue (APN 162-08-303-006), M (Industrial) Zone, Ward 1 (Tarkanian) [PRJ-74613]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend 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. Traffic Notes Submitted by the City of Las Vegas Department of Public Works Traffic Engineering Division
7. Backup Submitted at the March 6, 2019 City Council Meeting
8. Backup Submitted at the February 12, 2019 Planning Commission Meeting



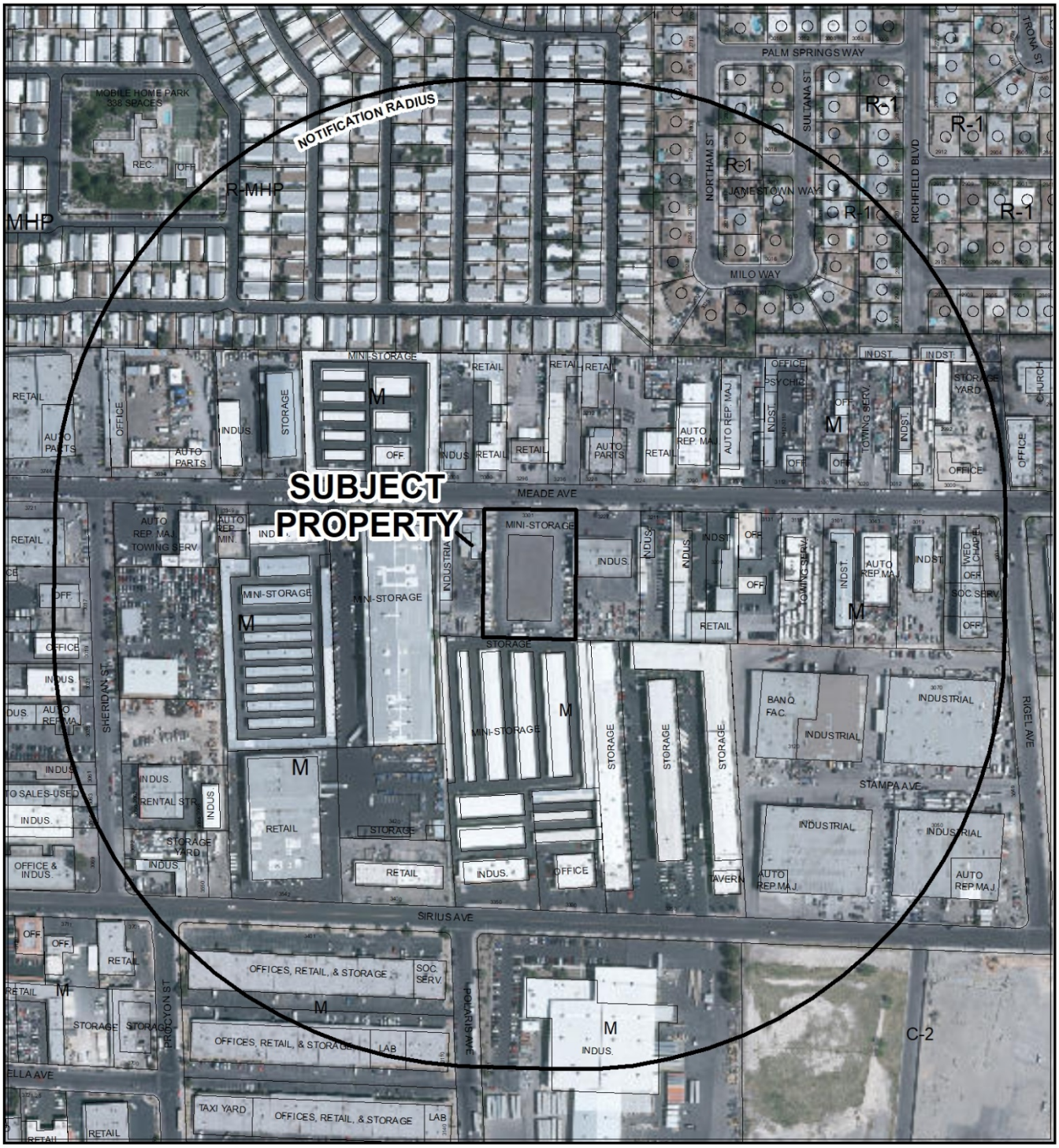
0 265 530 Feet

CASE: **SDR-75333 (PRJ-74613)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



CASE: **SDR-75333 (PRJ-74613)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 3, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: NSA PROPERTY HOLDING, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-75333	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 101 (By City Clerk)

PROTESTS 1

APPROVALS 2

CS/JB

**** CONDITIONS ****

SDR-75333 CONDITIONS

Planning

1. 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.

2. All development shall be in conformance with the site plan and landscape plan date stamped 01/16/19; and building elevations date stamped 12/18/18, except as amended by conditions herein.

3. A Waiver from Title 19.08.100 is hereby approved, to allow a zero-foot perimeter landscape buffer along the west, south and east property lines where eight feet is required.

4. The applicant shall record an off-site parking agreement (including APNs 162-08-303-021 and 030) that meets the requirements of Title 19.18.030(D)(4)(a) prior to the issuance of any building permits.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

8. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

9. The proposed eight-foot tall screening wall located adjacent to Meade Avenue shall be designed in compliance with Title 19.08.100 development standards.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Construct all incomplete half street improvements (sidewalk) on Meade Avenue adjacent to this site concurrent with the development of this site. The sidewalk path along Meade Avenue must comply with Americans with Disabilities Act (ADA) guidelines.

12. Prior to submittal of any construction drawings, contact the Clark County Water Reclamation District (CCWRD) to process an Interlocal Agreement for sewer connection.

13. Prior to the issuance of any permits, provide proof of sewer connection fees paid to the Clark County Water Reclamation District (CCWRD).

14. Prior to the submittal of any construction drawings, a site gating plan shall be approved by the City Traffic Engineer.

15. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Site Development Plan Review request for a proposed 302-unit Mini-Storage Facility, including 59 recreational vehicle parking spaces with waivers of landscape requirements at 3301 Meade Avenue.

ISSUES

- A Waiver of Title 19.08.100 has been requested to allow a zero-foot perimeter landscape buffer along the west, south and east property lines where eight feet is required. Staff supports the request.
- The applicant has indicated they will operate the proposed 302-unit Mini-Storage Facility with an existing 502-unit Mini-Storage Facility located directly adjacent to the subject site on APNs 162-08-303-021 and 030.
- The applicant shall record an off-site parking agreement (including APNs 162-08-303-021 and 030), which meets the requirements of Title 19.18.030(D)(4)(a) prior to the issuance of any building permits.

ANALYSIS

The subject site is located in the Southeast Sector of the General Plan with a land use designation of LI/R (Light Industry/Research) and zoning designation of M (Industrial), which allows a Mini-Storage Facility as a conditional land use. The applicant has proposed Site Development Plan Review (SDR-75333) to develop the subject site with a 39,400 square-foot building, including 59 recreational vehicle parking spaces with waivers to allow zero-foot landscape buffers along the west, south and east property lines where eight feet is required. The submitted building elevations indicate the building will be 28 feet in height with red and beige corrugated steel and CMU building façades.

The subject site was previously developed as a Mini-Storage Facility per approved Plot Plan Review and Special Use Permit (U-0034-88). However, the subject site is currently undeveloped, as the previous structure has been demolished per an approved building permit (#C18-00534).

The Mini-Storage Facility use is defined as "a facility with enclosed storage space, divided into separate compartments no larger than 500 square feet in size, which is provided for use by individuals to store personal items or by businesses to store materials for operation of a business establishment," and is a conditional use in the M (Industrial) zoning district.

The Minimum Conditional Use Regulations for this use include:

Regulation 1: No more than one manager's security residence shall be permitted.

This regulation is not applicable at this time, as no security residence has been proposed on the submitted floor plan.

Regulation 2: All storage shall be within an enclosed building except for the storage of recreational vehicles, which shall be completely screened from view from surrounding properties and abutting streets.

All storage will be within the enclosed mini-storage facility structure and outdoor recreational vehicle parking spaces, which are screened from the Meade Avenue right-of-way by a proposed eight-foot tall fence.

Regulation 3: The following activities are prohibited on or from the premises of a mini-storage facility:

a. The conducting of a business (other than the mini-storage business itself and permitted accessory uses);
b. The retail sale of stored items;
c. The commercial repair of motor vehicles, boats, trailers and other like vehicles;
d. The operation of spray-painting equipment, power tools, welding equipment or other similar equipment;
e. The production, fabrication or assembly of products.

The proposed Mini-Storage Facility is subject to inspections by both Code Enforcement and Licensing Enforcement, ensuring these prohibited activities do not occur on site.

Regulation 4: The rental of single unit trucks and small utility trailers shall be permitted as an accessory use to a mini-storage facility, provided the business is conducted out of the same office as that of the mini-storage facility. No trucks or trailers shall be displayed in public view, and the combined total of all trucks and trailers stored on site shall not exceed a ratio of 2 trucks or trailers for each 100 storage units.

The rental of single unit trucks and small utility trailers is not part of this proposal and not applicable at this time.

Regulation 5: Truck and trailer storage shall be screened from streets and adjacent properties.

The rental of single unit trucks and small utility trailers is not part of this proposal and not applicable at this time.

Regulation 6: When adjacent to a residential use, the exterior wall of the mini-storage shall be constructed of decorative block.

The subject site has a General Plan land use designation of LI/R (Light Industry/Research) and zoning designation of M (Industrial), and is not adjacent to a residential use. This regulation is not applicable.

The site will provide 39 total parking spaces, including two ADA accessible parking spaces, which complies with the 22 spaces required by Title 19.12.010 for an 804-unit Mini Storage Facility.

Per Title 19.18.030(D)(4)(a) parking requirements may be met by locating the required parking spaces on a separate parcel from the lot on which the principal use is located. Off-site parking may be approved only if:

i. The parcels containing the use and the off-site parking are under common ownership;
ii. The parcel to be used for parking is located not more than three hundred feet from the building or use it is intended to serve;
iii. The parcel to be used for parking is not separated or divided from the building or use it is intended to serve by a freeway, expressway, highway or primary thoroughfare;
iv. The applicant satisfies the Director that the use of the off-site parcel for parking will not be detrimental to public safety; and
v. The owner of the parcels executes an agreement or similar document, satisfactory to the City Attorney, which outlines the terms and conditions of the off-site parking use. The document must contain the legal description of both the off-site parcel and the parcel where the principal use is located and must be of sufficient duration to ensure the continued use of the off-site parcel for parking. In order to provide record notice of the existence of the off-site parking arrangement, the City may record the document in the office of the County Recorder, or require the applicant to do so.

Per the submitted site plan the required parking will be provided off-site on the southern perimeter of APNs 162-08-303-021 and 030, which is currently under the same ownership as the subject site and is located directly adjacent to the subject site. Prior to the issuance of any building permits, the applicant shall record an off-site parking agreement, that meets the requirements of Title 19.18.030(D)(4)(a); a condition of approval has been added to address this issue.

In addition, the applicant has requested Waivers of Title 19.08.100 landscaping development standards to allow a zero-foot perimeter landscape buffer along the west, south and east property lines where eight feet is required. Staff has determined that these properties are currently developed as industrial developments, so the request to reduce the required perimeter landscaping will have a minimal impact to the subject site. Per the submitted landscape plan, the primary plant species being utilized within the 15-foot landscape buffer adjacent to Meade Avenue will be 24-inch box Mondell Pine and African Sumac trees with a combination of shrubs and decomposed granite groundcover.

As the subject site was previously developed as a Mini-Storage Facility per approved Plot Plan Review and Special Use Permit (U-0034-88), staff has determined the proposed project is compatible with surrounding development in the area. Furthermore, staff believes that the requested Waivers to allow reduced landscaping along the west, south and east perimeter will have minimal negative impact to the surrounding area; therefore, staff recommends approval of this project subject to conditions.

FINDINGS (SDR-75333)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   Staff has determined that the proposed Mini-Storage Facility development is compatible with the surrounding M (Industrial) zoned properties.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed Mini-Storage Facility development is consistent with the General Plan. However, the proposed design does not comply with all Title 19 development standards. The applicant has requested Waivers of Title 19.08.100 landscaping development standards to allow a zero-foot perimeter landscape buffer along the

west, south and east property lines where eight feet is required. Staff has determined that these properties are currently developed as industrial developments, so the request to reduce the required perimeter landscaping will have a minimal impact to the subject site.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site will be provided by Meade Avenue, a 60-foot wide Local Street according to the Title 13 and is sufficient in size to carry the amount of traffic this proposed development will generate.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building design and style are appropriate for the subject location and with buildings in the surrounding area. The submitted building elevations indicate the building will be 28 feet in height with red and beige corrugated steel and CMU building façades. The primary plant species being utilized within the 15-foot landscape buffer adjacent to Meade Avenue will be 24-inch box Mondell Pine and African Sumac trees with a combination of shrubs and decomposed granite groundcover, which are consistent with the Southern Nevada Regional Plan Coalition Regional Plant List.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The design characteristics of the proposed building elevations are not unsightly and are compatible with development in the area. The proposed materials are suitable for the surrounding commercial and industrial uses and the desert environment.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed commercial development will be subject to inspections by City staff in order to protect the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
04/20/88	The City Council approved a request for a Special Use Permit (U-0034-88) to allow the expansion of an existing commercial storage (mini-storage) facility on a property located at 3300-3350 Sirius Avenue and 3301 Meade Avenue. The Board of Zoning Adjustment and staff recommended approval.
06/20/90	The City Council approved a request for an Extension of Time (U-0034-88) to allow the expansion of an existing commercial storage (mini-storage) facility on a property located at 3300-3350 Sirius Avenue and 3301 Meade Avenue. The Board of Zoning Adjustment and staff recommended approval.
02/12/19	The Planning Commission unanimously voted to recommend APPROVAL on a request for a Site Development Plan Review (SDR-75333) FOR A PROPOSED 302-UNIT, 39,400 SQUARE-FOOT MINI-STORAGE FACILITY WITH A WAIVER TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE WEST, SOUTH AND EAST PROPERTY LINES WHERE EIGHT FEET IS REQUIRED AND A 10-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE NORTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 1.49 acres at 3301 Meade Avenue (APN 162-08-303-006), M (Industrial) Zone, Ward 1 (Tarkanian) [PRJ-74613].
03/06/19	The City Council voted to hold a request for a Site Development Plan Review in abeyance to the April 3, 2019 City Council meeting.

Most Recent Change of Ownership	
08/29/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/01/51	A business license (W07-00014) was issued for a storage at 3350 Sirius Avenue. The permit was marked out of business on 12/01/17.
05/14/69	A building permit (#47706) was issued for a 20,000 square-foot commercial building at 3301 Meade Avenue. The permit was finalized on 01/05/70.
11/17/83	A building permit (#4318) was issued for interior remodel at 3301 Meade Avenue. The permit was finalized on 01/08/85.
07/08/88	A building permit (#2403) was issued for interior remodel (Store-N-Lock) at 3301 Meade Avenue. The permit was finalized on 09/02/88
02/08/18	A building permit (C18-00534) was issued for a demolition of the existing 20,000 square-foot commercial building at 3301 Meade Avenue.
09/06/17	A business license (G65-06228) was issued for a storage facility at 3350 Sirius Avenue. The license is currently active.

Pre-Application Meeting	
09/24/18	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Site Development Plan Review.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
12/27/18	Staff conducted a routine field check and found a vacant site, with a chain link fence with razor wire located on the north perimeter of the subject site.

Details of Application Request	
Site Area	
Net Acres	1.49

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	LI/R (Light Industry/Research)	M (Industrial)
North	General Retail Store, Other Than Listed	LI/R (Light Industry/Research)	M (Industrial)
South	Mini-Storage Facility	LI/R (Light Industry/Research)	M (Industrial)
East	General Retail Store, Other Than Listed	LI/R (Light Industry/Research)	M (Industrial)
West	Office, Other than Listed	LI/R (Light Industry/Research)	M (Industrial)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 175 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	64,904 SF	Y
Min. Lot Width	100 Feet	215 Feet	Y
Min. Setbacks			
• Front	10 Feet	45 Feet	Y
• Side (West)	10 Feet	57 Feet	Y
• Side (East)	10 Feet	56 Feet	Y
• Rear	10 Feet	30 Feet	Y
Max. Lot Coverage	N/A	60 %	Y
Max. Building Height	107 Feet	28 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	10 Trees	10 Trees	Y
• South	1 Tree / 20 Linear Feet	10 Trees	0 Trees	N*
• East	1 Tree / 20 Linear Feet	16 Trees	0 Trees	N*
• West	1 Tree / 20 Linear Feet	16 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**52 Trees**	**10 Trees**	**N***

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		15 Feet	Y
• South	8 Feet		0 Feet	N*
• East	8 Feet		0 Feet	N*
• West	8 Feet		0 Feet	N*

*The applicant has requested a Waiver to allow zero-foot landscape buffers along the south, east and west property lines, where eight feet is the minimum required.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Meade Avenue	Local Street	Title 13	60	Y
Sirius Avenue	Local Street	Title 13	60	Y

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Mini-Storage Facility	804 Units	1/50 units, plus 5 spaces	22				
TOTAL SPACES REQUIRED			22		39		Y
Regular and Handicap Spaces Required			21	1	37	2	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
8-foot landscape buffer along the interior lot lines.	To allow zero-foot landscape buffers along the west, south and east property lines.	Approval

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: _____ APN: 162-08-303-006

Name of Property Owner: USA Property Holdings, LLC

Name of Applicant: Storamerica Sirius

Name of Representative: John Minar

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Tamara D Fisher

Print Name: Tamara Fischer

Subscribed and sworn before me

This 16th day of October, 2018

Notary Public in and for said County and State

Arapahoe County, State of Colorado

KAREN S. GERKEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144008048
MY COMMISSION EXPIRES FEBRUARY 19, 2022

Revised 03/28/16

PRJ-74613
12/18/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Meade Self Storage Facility

Project Address (Location) 3001 Meade Avenue

Project Name Meade Self Storage Facility **Proposed Use** Storage

Assessor's Parcel #(s) 162-08-303-006 **Ward #** 1

General Plan: existing M proposed M **Zoning:** existing M proposed M

Commercial Square Footage 39,400 SF **Floor Area Ratio** 0.60

Gross Acres 1.4 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER NSA Property Holdings **Contact** Tamara Fischer

Address 5200 DTC Parkway Ste 200 **Phone:** (720) 630-2604 **Fax:** _____

City Greenwood Village, **State** CO **Zip** 80111

E-mail Address tfischer@nsareit.net

APPLICANT Storamerica Sirius **Contact** John Minar

Address 3001 Meade Avenue **Phone:** (949) 833-1134 **Fax:** (949) 833-1224

City Las Vegas **State** NV **Zip** 89102

E-mail Address john@guardianstc.com

REPRESENTATIVE SPARC Design Group **Contact** Michael Pancirov

Address 7485 West Azure Drive, Suite 222 **Phone:** 7027857858 **Fax:** _____

City Las Vegas **State** NV **Zip** 89130

E-mail Address mpancirov@sparc.design

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my know ledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Tamara Fischer

Subscribed and sworn before me

This 16th day of October, 20 18.

_____

Notary Public in and for said County and State

Arapahoe County, State of Colorado

KAREN S. GERKEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144008048
MY COMMISSION EXPIRES FEBRUARY 19, 2022

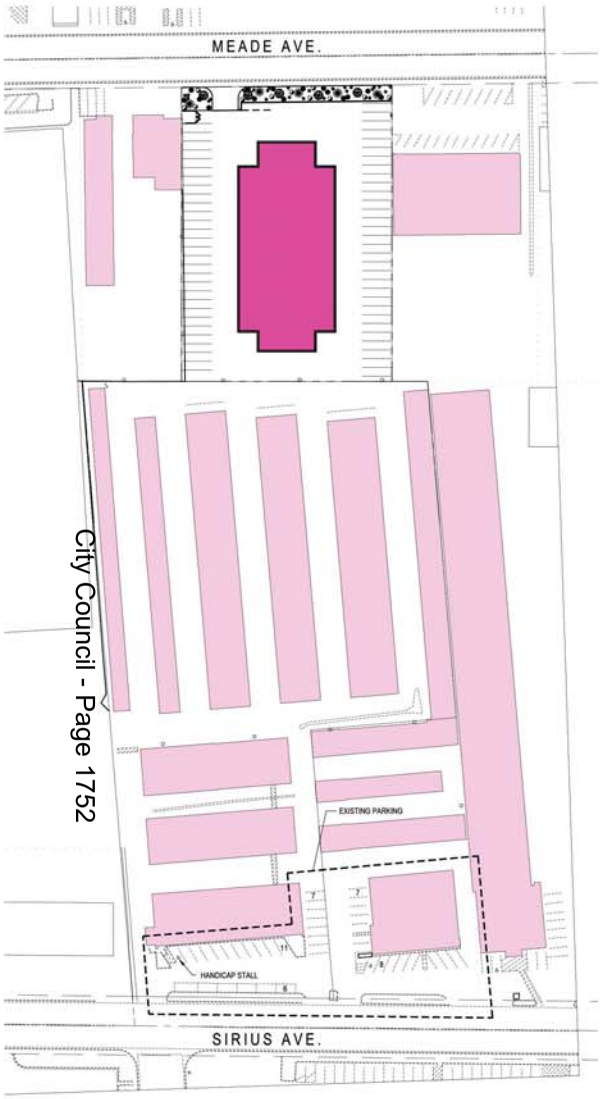
Revised 03/28/16

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department for consistency with applicable sections of the Zoning Ordinance.

PRJ-74613
12/18/18



OVERALL SITE - PARKING EXHIBIT

SCALE : 1" = 60'-0"



SITE PLAN

SCALE : 1" = 20'-0"

StorAmerica

SITE INFORMATION

APN: 162-08-303-006
ADDRESS: 3301 MEADE AVE.
OWNER NAME: NSA PROPERTY HOLDINGS, LLC

JURISDICTION: CITY OF LAS VEGAS
EXISTING ZONING: INDUSTRIAL DISTRICT (M)
USE: MINI-STORAGE (CONDITIONAL, EXISTING)

OVERLAY DISTRICTS: N/A

LOT SIZE: 1.4 ACRES (~64,904 S.F.)
BUILDING AREA: APPROXIMATELY 39,400 S.F.
LOT COVERAGE: 30% (MAX ALLOWABLE: N/A)
FLOOR AREA RATIO: 0.60

FRONT SETBACK: 10 FT.
INTERIOR SIDE SETBACK: 10 FT.
REAR SETBACK: 0 FT.

HEIGHT (ALLOWABLE): N/A

PARKING ANALYSIS

REQUIRED PARKING:

MANAGER'S UNIT = 1 SPACE
PUBLIC CUSTOMERS = 5 SPACES
STORAGE UNITS:
SIRIUS SELF STORAGE = 502 UNITS
MEADE SELF STORAGE = 302 UNITS
EXISTING OFFICE CONVERTED TO STORAGE = 93
897 UNITS / 1 SPACE PER 50 UNITS = 18 SPACES

TOTAL REQUIRED = 24 SPACES

PROVIDED PARKING: 39 SPACES (PARALLEL SPACES ARE 9'x23' MIN.)

KEY NOTES

1. ROLLING GATE
2. TRASH ENCLOSURE
3. PERIMETER WALL - 8'-0" HIGH
4. RV PARKING STRIPING (4" WIDE WHITE)
5. LINE OF TURN RADIUS

LANDSCAPING LEGEND

COMMON NAME: MONDELL PINE
BOTANICAL NAME: PINUS ELDARICA
SIZE: 24" BOX QUANTITY: 5

COMMON NAME: AFRICAN SUMAC
BOTANICAL NAME: RHUS IANCEA
SIZE: 24" BOX QUANTITY: 5

COMMON NAME: RADIATION LANTANA
BOTANICAL NAME: LANTANA CAMARA
SIZE: 5 GALLON QUANTITY: 10

COMMON NAME: TEXAS RANGER
BOTANICAL NAME: LEUCOPHYLLUM FRUTESCENS
SIZE: 5 GALLON QUANTITY: 16

COMMON NAME: MEXICAN FEATHER GRASS
BOTANICAL NAME: STIPA TENUISSIMA
SIZE: 1 GALLON QUANTITY: 21

GROUND COVER IN ALL LANDSCAPED AREAS SHALL BE 1/4" GOLD DECOMPOSED GRANITE

VICINITY MAP



STOR AMERICA SELF STORAGE

3301 MEADE AVENUE, LAS VEGAS, NV 89102
STOR AMERICA

SPARC DESIGN
7485 W. AZURE DR. SUITE 222, LAS VEGAS, NV 89130
WWW.SPARCDESIGNGROUP.COM | 702.785.7858

PHASE	DESIGN REVIEW
SCALE	1" = 20'-0"
PROJECT NUMBER	1805N04
SET DATE	8/27/2018
OWNER JOB NUMBER	--
DRAWN BY	RWA
PAGE	1/4

StorAmerica



NORTH ELEVATION (MEADE FRONTAGE) (A)

SCALE : 1/8" = 1'-0"



WEST ELEVATION (B)

SCALE : 1/8" = 1'-0"



SOUTH ELEVATION (C)

SCALE : 1/8" = 1'-0"



EAST ELEVATION (D)

SCALE : 1/8" = 1'-0"

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STOR AMERICA SELF STORAGE

3301 MEADE AVENUE, LAS VEGAS, NV 89102

STOR AMERICA

SPARC DESIGN

7485 W. AZURE DR. SUITE 222, LAS VEGAS, NV 89130

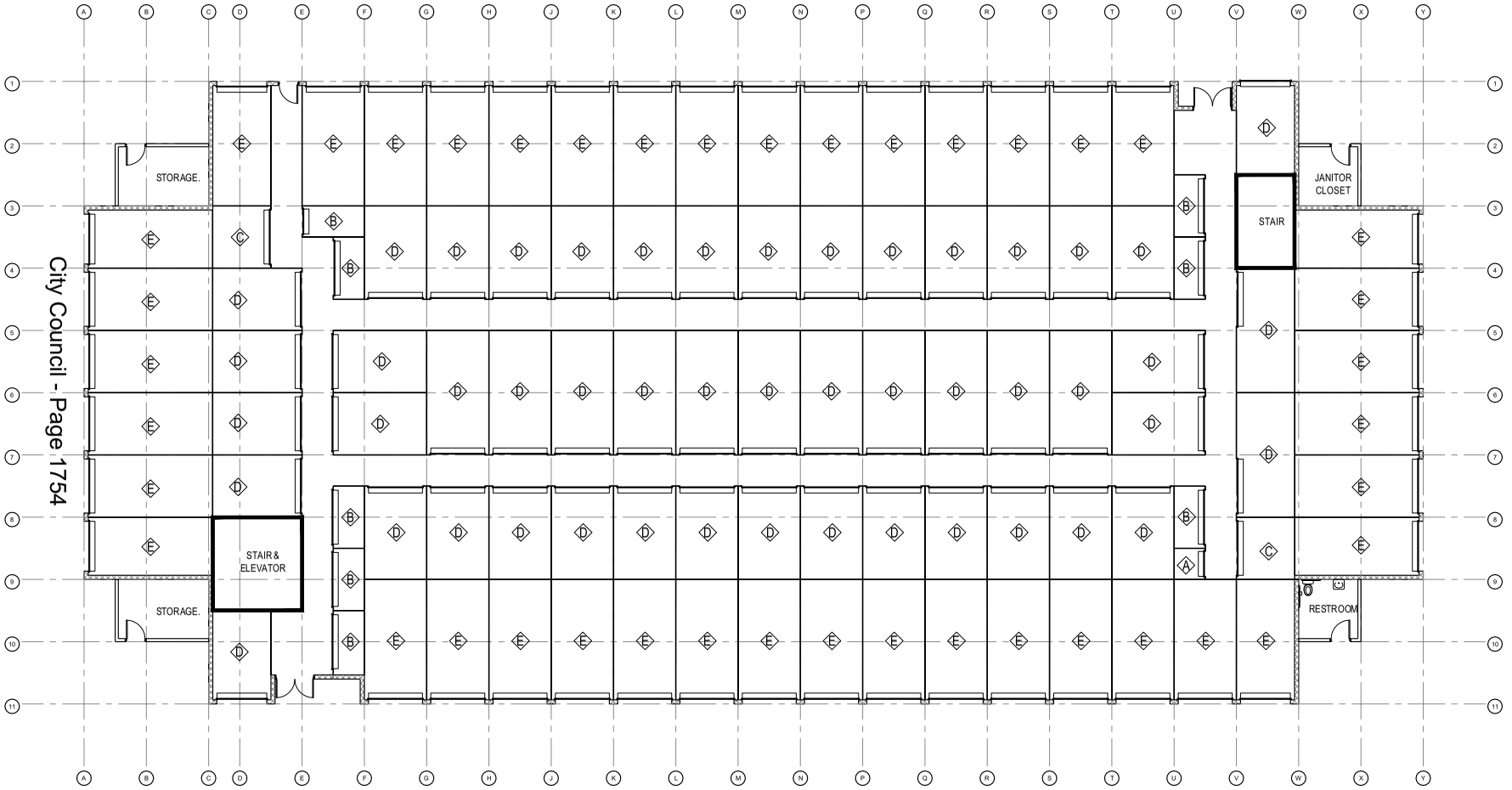
WWW.SPARCDESIGNGROUP.COM | 702.785.7858

PHASE	SCALE
DESIGN REVIEW	1/8" = 1'-0"
PROJECT NUMBER	ISSUE DATE
1805N04	07/20/2018
OWNER JOB NUMBER	DRAWN BY
--	BWA

PAGE 4/4

UNIT SIZE PROGRAM

SYMBOL	SIZE	AREA	LEVEL 1	LEVEL 2	TOTAL	GROSS	%
A	5X5	25	1	39	40	1,000 SF	13%
B	5X10	50	8	43	51	2,550 SF	17%
C	10X10	100	2	118	120	12,000 SF	40%
D	10X15	150	49	0	49	7,350 SF	16%
E	10X20	200	42	0	42	8,400 SF	14%
TOTAL			102	200	302	31,300 SF	



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NORTH

CONCEPTUAL FLOOR PLAN - LEVEL 1

SCALE : 1/8" = 1'-0"

STOR AMERICA SELF STORAGE

3301 MEADE AVENUE, LAS VEGAS, NV 89102

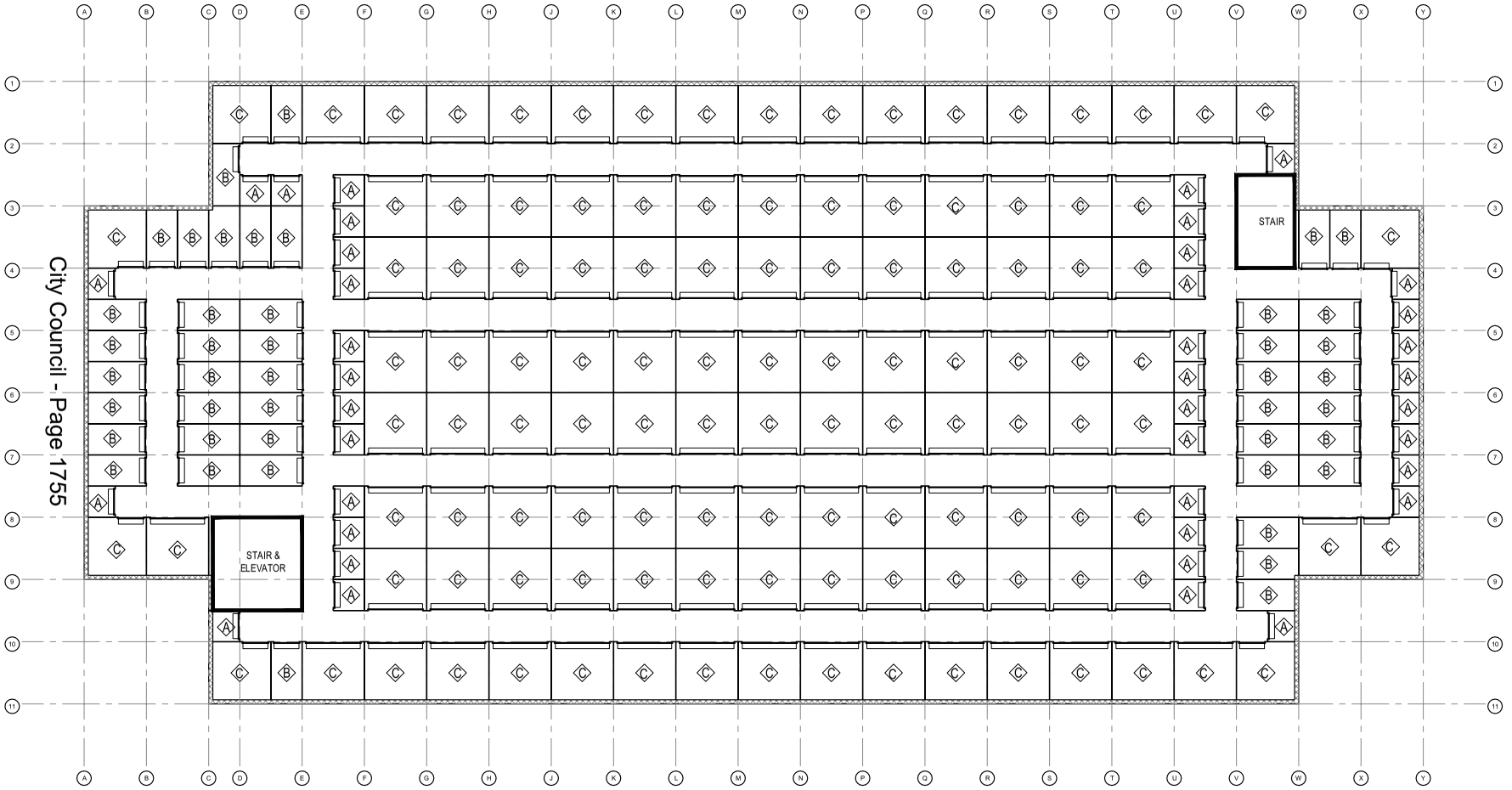
STOR AMERICA

SPARC DESIGN
7485 W. AZURE DR, SUITE 222, LAS VEGAS, NV 89130
WWW.SPARCDESIGNGROUP.COM | 702.765.7858

PHASE: DESIGN REVIEW	SCALE: 1/8" = 1'-0"
PROJECT NUMBER: 1805N04	ISSUE DATE: 07/30/2018
OWNER JOB NUMBER: --	DRAWN BY: BWA

UNIT SIZE PROGRAM

SYMBOL	SIZE	AREA	LEVEL 1	LEVEL 2	TOTAL	GROSS	%
A	5X5	25	1	39	40	1,000 SF	13%
B	5X10	50	8	43	51	2,550 SF	17%
C	10X10	100	2	118	120	12,000 SF	40%
D	10X15	150	49	0	49	7,350 SF	16%
E	10X20	200	42	0	42	8,400 SF	14%
TOTAL			102	200	302	31,300 SF	



City Council - Page 1755

NORTH

CONCEPTUAL FLOOR PLAN - LEVEL 2

SCALE : 1/8" = 1'-0"

STOR AMERICA SELF STORAGE

3301 MEADE AVENUE, LAS VEGAS, NV 89102

STOR AMERICA

SPARC DESIGN
7485 W. AZURE DR, SUITE 222, LAS VEGAS, NV 89130
WWW.SPARCDESIGNGROUP.COM | 702.765.7858

PHASE: DESIGN REVIEW
SCALE: 1/8" = 1'-0"
PROJECT NUMBER: 1805N04
ISSUE DATE: 07/30/2018
OWNER JOB NUMBER: --
DRAWN BY: BWA
PAGE: 3/4



SDR-75333 [PRJ-74613] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: NSA PROPERTY HOLDING, LLC
3301 MEADE AVENUE

12/27/2018

SPARC DESIGN
7485 W. AZURE DR. SUITE 222, LAS VEGAS, NV 89130

SPARC Design Group
Michael Pancirov
7485 W. Azure Dr. Suite 222
Las Vegas, NV 89130
mpancirov@sparcdesigngroup.com

January 15, 2019

City of Las Vegas Planning & Zoning
495 S. Main Street
Las Vegas, NV 89101

Re: Justification Letter (PreApp2018-009605)

To Whom It May Concern,

This letter is in regards to a proposed, ~39,400 s.f.2-story self-storage building at 3301 Meade Avenue which is currently a vacant 1.4 acre lot zoned M (Industrial District). The site previously had a 2-story self-storage building that previous owners had allowed to fall into various stages of dilapidation. The project is located within the City of Las Vegas and, as such, will confirm to the standards of the Unified Development Code of the City of Las Vegas, commonly referred to as "Title 19."

The project aims to assist in revitalizing the area be inserting a known brand with an established customer base onto a currently vacant lot. He new building will help satisfy a community need as the adjacent self-storage facility has a very high occupancy rate. By occupying a currently vacant site, the project helps in increasing safety and reducing blight. Since owning the property, the owner has taken immediate steps to improve the property by removing the existing abandoned building and cleaning up debris and trash.

The setbacks required per 19.08.100 M (Industrial) District require a 10'-0" front setback (comply), 10'-0" side yard setbacks (footnote 1 allows for parking if areas are completely screened from residential view) – (there is no residential in the near vicinity-comply) and a 0'-0" rear yard setback (comply).

The landscaping per Table 4 (19.08.100M) requires a 15'-0" front landscape (comply). The side landscaped buffers are indicated at 8'-0" (non-compliant). We request a zero-foot landscape buffer for the east and west property lines. Having landscaped buffers in these conditions in this type of facility only lead to security risks and places for debris to collect. My client has seen many projects where these landscaped areas quickly become an eyesore and are never appreciated by either the interior customers or the community at large as these landscaped areas are enclosed within the secure compound.

The parking layout and handicapped parking has been developed in accordance with Title 19 requirements (19.12.070). This requires 1 space per 50 storage units, spread throughout the

PRJ-74613
01/16/19

SPARC DESIGN
7485 W. AZURE DR. SUITE 222, LAS VEGAS, NV 89130

development plus 5 spaces on the exterior side of the security fence for customers. This particular parcel of property is owned and operated by the same owner as the adjacent property to the south (3310 Sirius Avenue APN-162-08-303-021). This parcel currently has 39 parking spaces with 2 accessible parking spaces adjacent to the manager's office. The buildings located along Sirius (3300 and 3310 Sirius) are in the process of being converted from existing office into new storage units. The 3310 building has already had building permits pulled and construction is near complete. The 3300 building has already begun design to convert the existing office into new storage units. These spaces are located on the exterior side of the security fence for customers (comply). The interior layouts are provided with a minimum of 24'-0" drive aisles which are generally accepted to allow for temporary parking for loading/unloading. Given the fact that the current parcel is reliant upon the adjacent southern parcel for parking, the owner will execute and record a cross access agreement.

Inside of the secured area, we have provided striped parking on both the east and west sides of the new building. The owner intends to construct covered parking (carports) in the future, but these will be submitted under a different entitlement package.

We hope that this letter serves as a brief introduction to the project illustrating its compliance with zoning requirements and demonstrates why the project would be beneficial for this property the greater Las Vegas community.

Sincerely,



Michael Pancirov, Principal
SPARC Design Group
banderson@sparcdesigngroup.com
702-788-7392

PRJ-74613
01/16/19

SDR 75333
NSA Property Holding, LLC

3301 Meade Avenue

Proposed 39.4 thousand square foot mini-warehouse facility.

Traffic produced by proposed development:

	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MINI-WAREHOUSE [1000 SF]	39.4	1.51	**59**
AM Peak Hour			0.10	**4**
PM Peak Hour			0.17	**7**

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Meade Avenue

Average Daily Traffic (ADT)	1,088
PM Peak Hour	87

(heaviest 60 minutes)

Valley View Boulevard

Average Daily Traffic (ADT)	17,895
PM Peak Hour	275

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Meade Avenue	12,480
Valley View Boulevard	50,900

This project will add approximately 59 trips per day on Meade Ave. and Valley View Blvd. Currently, Meade is at about 9 percent of capacity and Valley View is at about 35 percent of capacity. With this project, these capacities are expected to remain unchanged.

Based on Peak Hour use, this development will add into the area roughly 7 additional cars, or about one every nine minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 MAR -5 A 10:51

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City of Las Vegas
Department of Planning

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.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-75333 [PRJ-74613]
City Council Meeting of **3/06/2019**

Case: SDR-75333
16208303019
JOSEPHS FAMILY L P
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

115 LRDFMP1 89118

Submitted after final agenda
Date 3/5/19 Item 95

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

ty of Las Vegas
partment of Planning
velopment Services Center
3 North Rancho Drive, 3rd Floor
s Vegas, Nevada 89106

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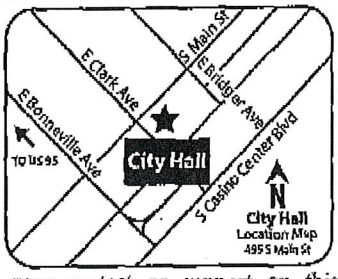
Official Notice of Public Hearing



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FEB 1 1 2019
Dept of Planning
City of Las Vegas

you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the)epartment of Planning at the address listed above, fax this side of this card to 702) 464-7499 or submit your comments online at ttps://cityoflasvegas.formstack.com/forms/plan_app_comments_2018 f you would like to contact your Council Representative, please call (702) 29-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-75333 [PRJ-74613]
Planning Commission Meeting of **2/12/19**

SDR-75333 [PRJ-74613] Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 320
Las Vegas, Nevada 89102

Submitted after final agenda
Date 2/11/19 Item 195P

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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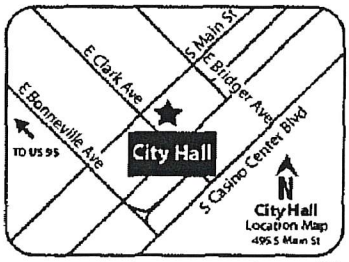
Official Notice of Public Hearing



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FEB 0 5 2019
Dept of Planning
City of Las Vegas

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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.
SDR-75333 [PRJ-74613]
Planning Commission Meeting of **2/12/19**

Case: SDR-75333
16208301017
MARTIN ROBERT E & KAYE
1500 MARBELLA RIDGE CT
LAS VEGAS NV 89117

111 LRDFNP1 89117

Feb 01 19, 02:49p RobertMartin 7022489605 p.1

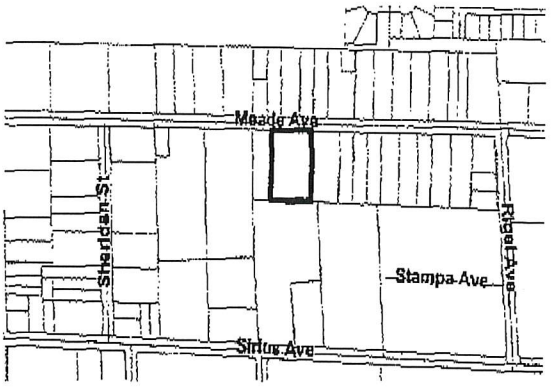
195A

Application Information

SDR-75333 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: NSA PROPERTY HOLDING, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 302-UNIT, 39,400 SQUARE-FOOT MINI-STORAGE FACILITY WITH A WAIVER TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE WEST, SOUTH AND EAST PROPERTY LINES WHERE EIGHT FEET IS REQUIRED AND A 10-FOOT PERIMETER LANDSCAPE BUFFER ALONG THE NORTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 1.49 acres at 3301 Meade Avenue (APN 162-08-303-006), M (Industrial) Zone, Ward 1 (Tarkanian) [PRJ-74613].

If the waiver is approved, the integrity of the wall on the west side of their property needs to be secured. It may need to be re-built if no 8 foot landscape area is required!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***February 12, 2019***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TTY 7-1-1) or go to http://www5.lasvegasnevada.gov/sirepub/meet.aspx

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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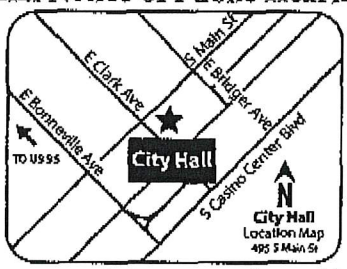

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Dept of Planning
City of Las Vegas

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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.
SDR-75333 [PRJ-74613]
Planning Commission Meeting of **2/12/19**

16208303005
R & J EQUITIES L L C
3540 W SAHARA AVE #E6-445
LAS VEGAS NV 89102

Case: SDR-75333

195 C

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
70

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 3, 2019

Agenda Item No.:
71

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Citizens Participation: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the City Council. No subject may be acted upon by the City Council unless that subject is on the agenda and is scheduled for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion on any single subject, as well as the amount of time any single speaker is allowed, may be limited.

AGENDA SUMMARY PAGE

City Council
Meeting of: April 3, 2019

Agenda Item No.:
72

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:
Submitted at Meeting - Announcements and Event Flyers

Ward 6 - Updates/Events



Movie in the Park
Incredibles 2

Friday, April 5
7 p.m.
Centennial Hills Amphitheatre
(7101 N. Buffalo Drive – East Parking Lot)

Ward 6 - Updates/Events



Easter Celebration & Egg-stravaganza

Saturday, April 13
10 a.m.
Mountain Ridge Park
(Durango Drive & Elkhorn Road)

Ward 6 - Updates/Events



US Air Force Band
of the
Golden West:

Travis Brass

Saturday, April 13th at 2:00pm

Centennial Hills Park
Amphitheater
(7101 N Buffalo Drive)

Ward 6 - Updates/Events



Cinco De Mayo

Sunday, May 5th
1 p.m.- 6:30 p.m.

Centennial Hills Park Amphitheater (7101 N Buffalo Drive)

LOCATED

Sent: 2019-03-28 @ 09:43 Case: 1902-000456-29 Author: JH/NCS

NIC #	
Last Name	MENDEZ
First Name	MARCUS
Nickname	
Alias	
Age	16
Gender	MALE
Height	5'10
Weight	220
Eyes	BROWN
Hair	BROWN
Complexion	
Race	NATIVE AMERICAN
BirthDate	
Last Contact	2/11/2019
Marks	



LOCATED

MARCUS WAS LAST SEEN IN THE AREA OF [illegible] & BOULDER HIGHWAY (LAS VEGAS, NV)

CHILD WAS LAST SEEN WEARING [illegible] SHORTS AND A SWEATER

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2019-03-28 @ 10:03 Case: 190300074434 Author: JH/NCS

NIC #

Last Name KIEL

First Name ANGEL

Nickname

Alias

Age 16

Gender FEMALE

Height 5'4

Weight 144

Eyes BROWN

Hair BLACK

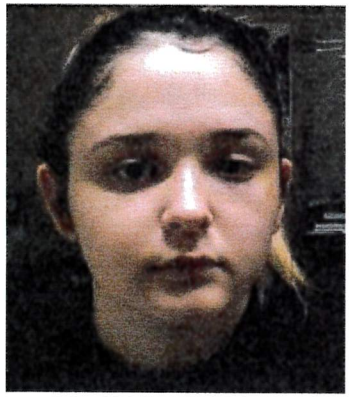
Complexion

Race CAUCASIAN

BirthDate

Last Contact 3/16/2019

Marks



ANGEL WAS LAST SEEN IN THE AREA OF LAS VEGAS NV

IT IS UNKNOWN WHAT THE CHILD WAS LAST SEEN WEARING

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: 2019-03-26 @ 12:17 Case: 190300109425 Author: JH/NCS

NIC #

Last Name HOROWITZ

First Name HAILEY

Nickname

Alias

Age 14

Gender FEMALE

Height 5'1

Weight 125

Eyes BLUE

Hair BLACK

Complexion

Race CAUCASIAN

BirthDate

Last Contact 3/23/2019

Marks



HAILEY WAS LAST SEEN IN THE AREA OF DURANGO & ALEXANDER (LAS VEGAS, NV)

CHILD WAS LAST SEEN WEARING JEANS WITH A BLACK SHIRT AND BLACK VAN 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

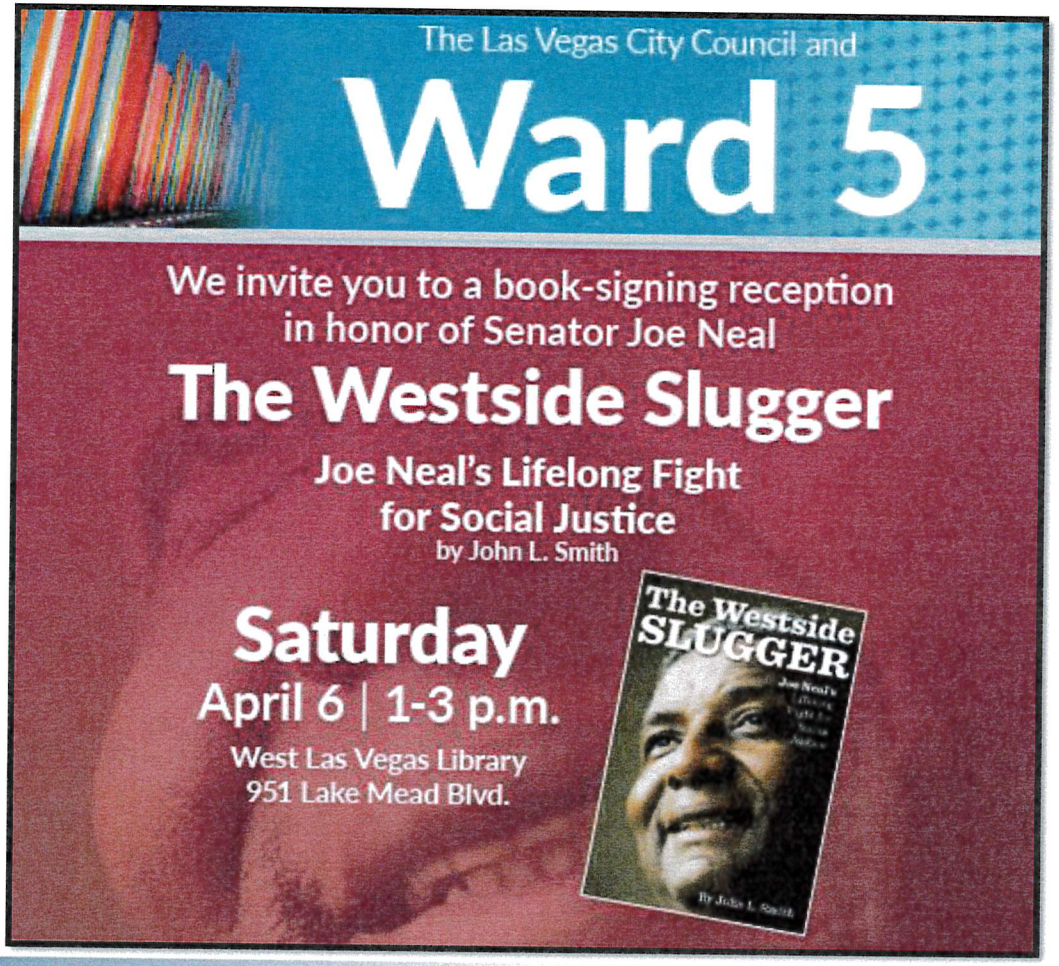
Ward 5 Final Announcements





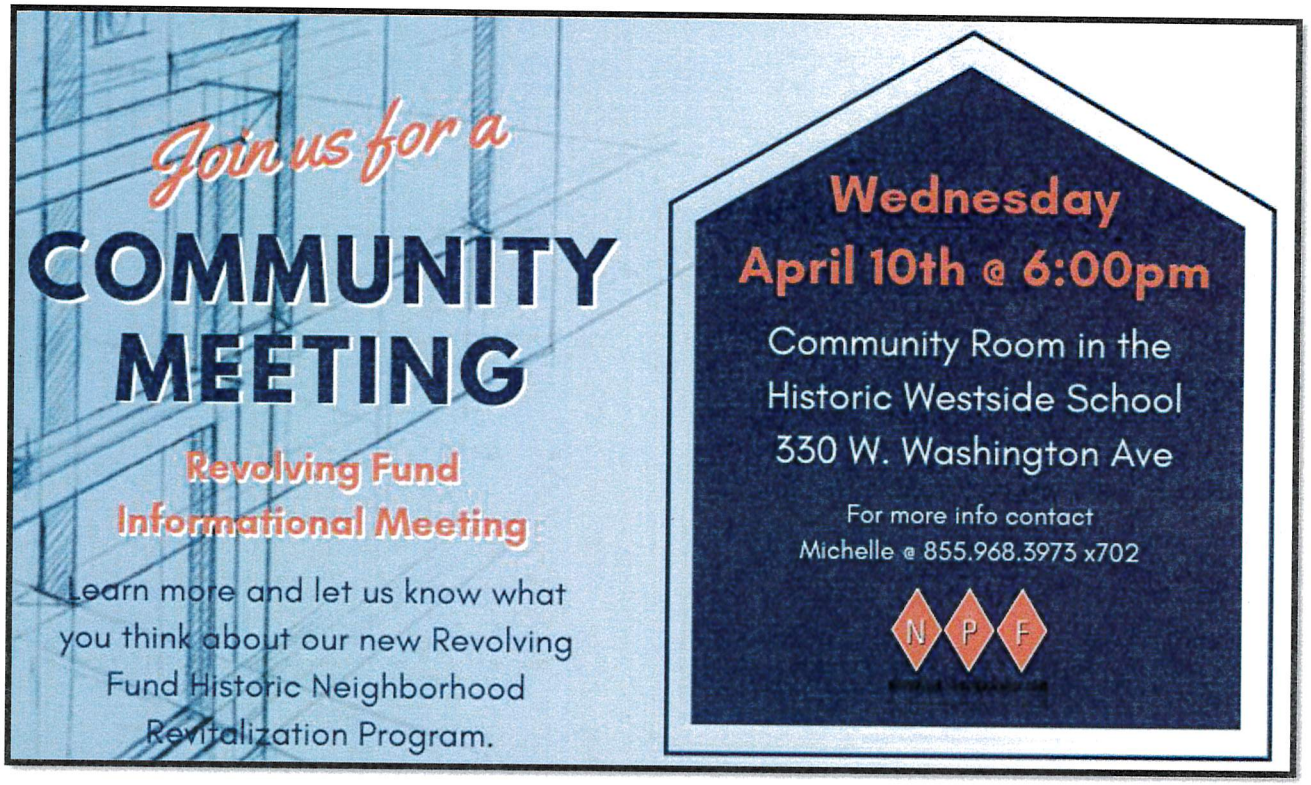
Sen. Joseph Neal Book-Signing

Saturday, April | 6 1:00-3:00 pm



Ward 5: Announcements

Community Meeting
Historic Westside School
Wednesday, April 10 | 6:00 pm



Ward 5: Announcements

Farmers Market

Thursday, April 11 | 1:00 p.m



Ward 5: Announcements



Strong Start Go Open House

Saturday, April 12 | 9:30 a.m - 1:00 p.m

Ward 5: Announcements

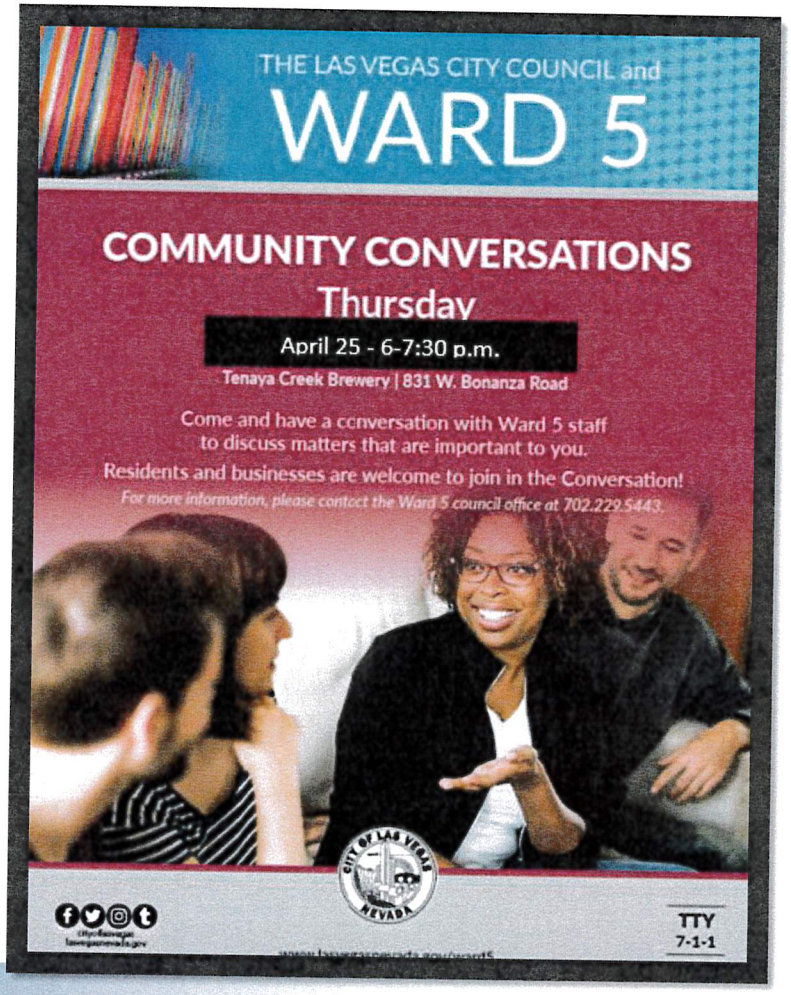
Armed Forces Chamber Egg Hunt

Saturday, April 20, 10:00 AM



Ward 5: Announcements

Ward 5
Community Conversations
Thursday, April 25 – 6-7:30 pm

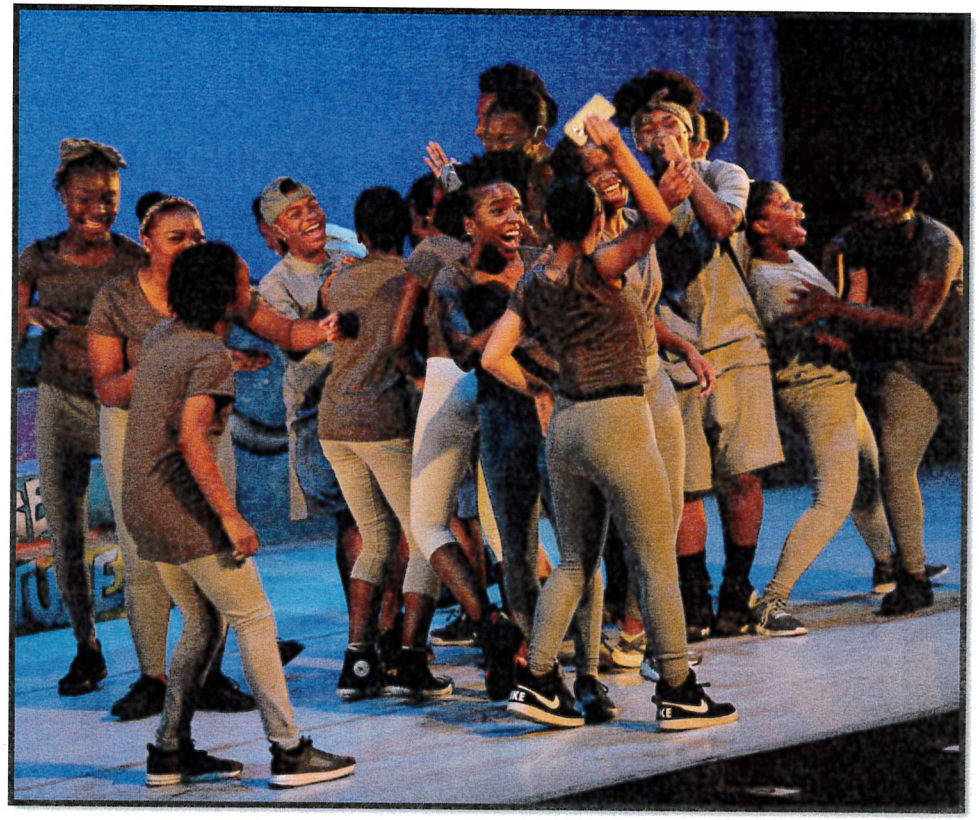


Ward 5: Announcements

West Las Vegas Arts Center

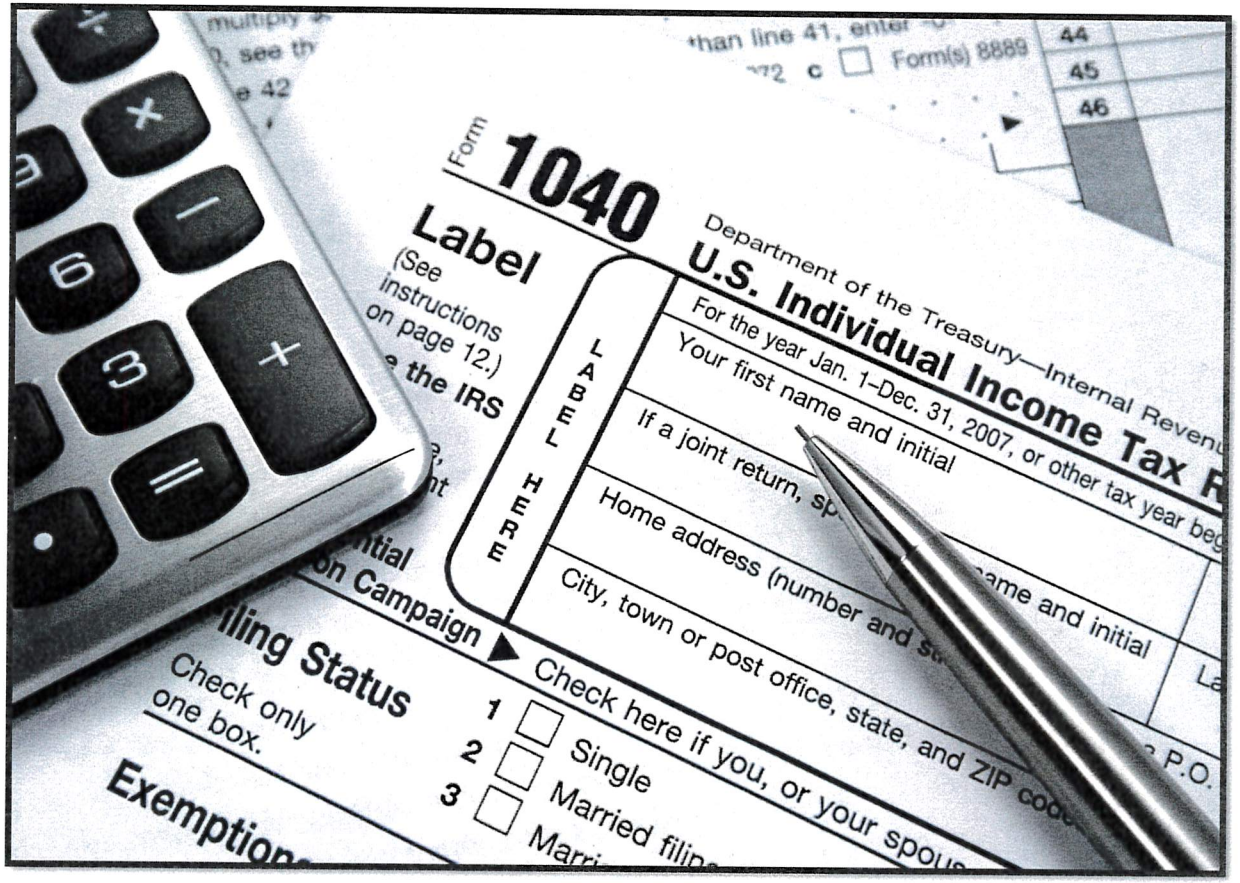
Registration is open





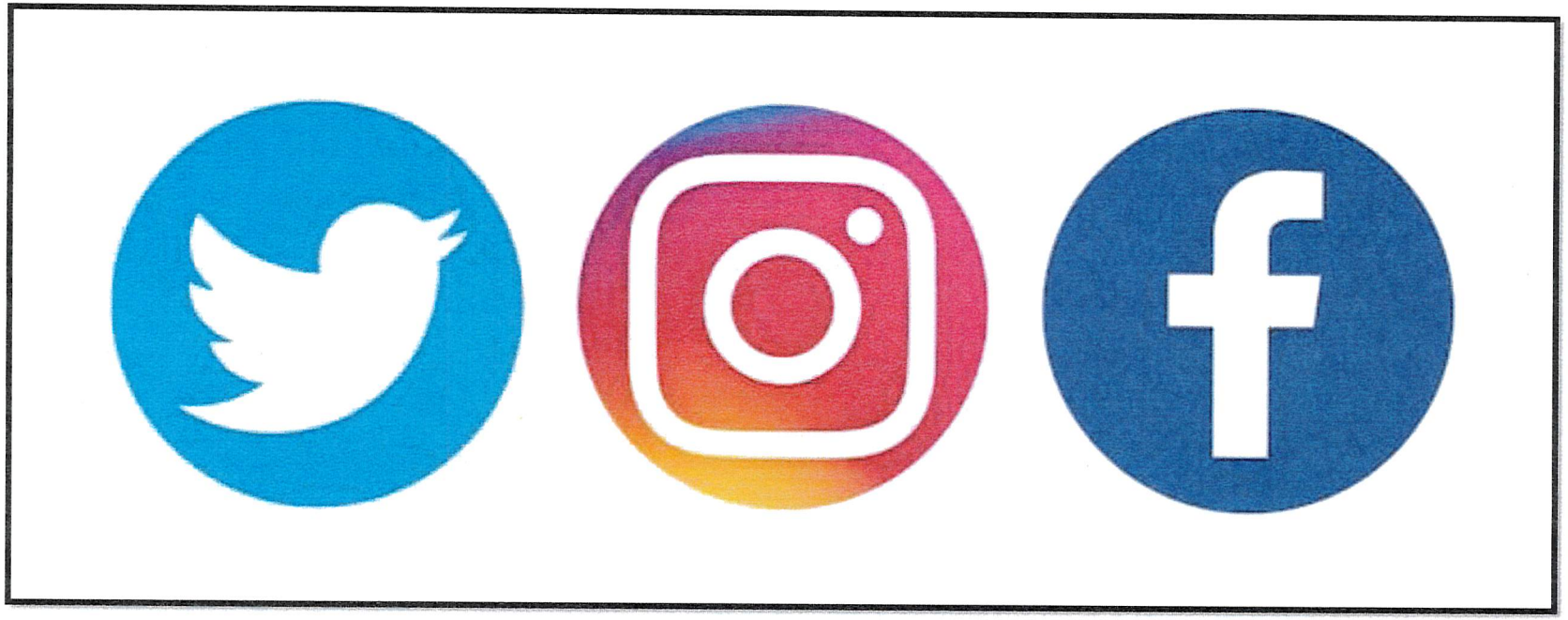
Ward 5: Announcements

Free Income Tax Preparation



Ward 5: Announcements





Ward 5: Announcements

Neighborhood Partnership Fund Grants

Workshops

Saturday, March 23rd or 30th, 9 - 11 a.m.
Mirabelli Community Center, 6200 Hargrove Ave

Application deadline: Thursday, April 18

Contact Alma Estrada:
702-229-1762 or aestrada@lasvegasnevada.gov



Ward 1 Council Announcements

(702) 229-6405 Lois Tarkanian

NEIGHBORHOOD COLLEGE

The first Neighborhood College takes place in Wards 1 & 2 starting April 18

Register Today!! Spaces are limited

http://lasvegasnevada.gov/neighborhood-college



Ward 1 Council Announcements

(702) 229-6405

Lois Tarkanian

Baby Bash
Immunizations & Health Fair

Friday, May 3
11 a.m. – 4 p.m.

Southern Nevada Health District
280 S. Decatur Boulevard
702.759.0850





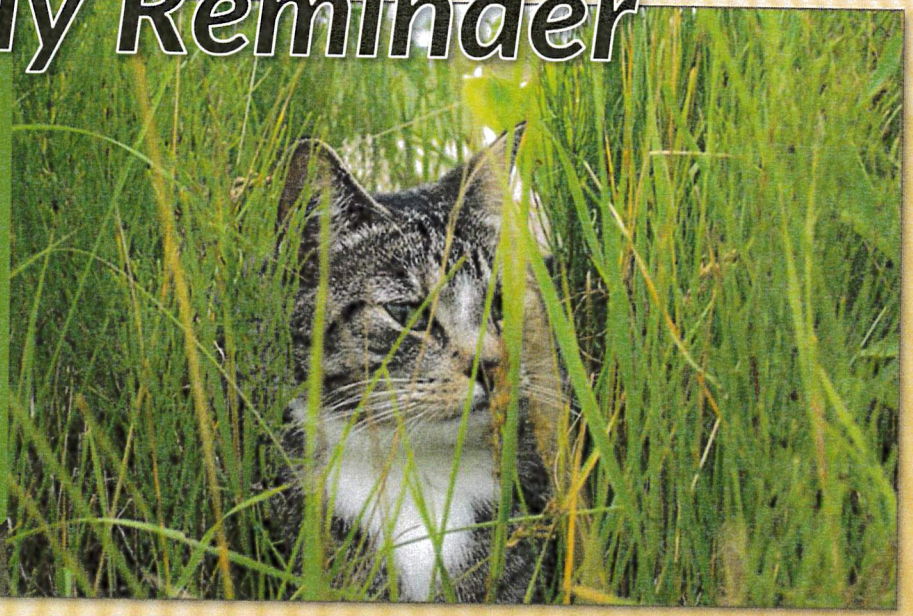
Ward 1 Council Announcements

(702) 229-6405

Lois Tarkanian

Friendly Reminder

Weeds & grass 8" high or more are not allowed by city ordinance.





Ward 1 Council Announcements

(702) 229-6405

Lois Tarkanian