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

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

City Council Agenda

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

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

May 4, 2022
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.

Online comments can also be submitted via the City's website at www.lasvegasnevada.gov/councilcomment prior to the meeting, during the comments period.

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. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The City Council Meeting, as well as all other KCLV programming, can be viewed on the internet at www.kclv.tv/live. The proceedings will be rebroadcast on KCLV Channel 2 and the web the Wednesday of the meeting at 8:00 PM, and also on Friday at 4:00 AM, Saturday at 7:00 PM, Sunday at 7:00 AM and the following Monday at 5:00 PM.

Note: Cellular phones are to be turned off during the City Council Meeting.

CEREMONIAL MATTERS

1. Call to Order

2. Announcement Regarding: Compliance with Open Meeting Law

3. Invocation - Pastor David Dendy, Mountain View Presbyterian Church

4. Pledge of Allegiance

5. Recognition of the Citizen of the Month

6. Recognition of National Guard General Troy Armstrong

BUSINESS ITEMS - 9:30 A.M. SESSION

PUBLIC COMMENT

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

BUSINESS ITEMS - 9:30 A.M. Session

8. For Possible Action - Any items from the 9:30 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.

9. For possible action to approve the Final Minutes by reference of the April 6, 2022 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.

CULTURAL AFFAIRS - CONSENT

10. For possible action to approve an Interlocal Agreement between Clark County and the City of Las Vegas for an Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $24,795 to the City of Las Vegas Office of Cultural Affairs for the Performing and Visual Arts Summer Camp for Kids Program at the West Las Vegas Arts Center, located at 947 West Lake Mead Boulevard - Ward 5 (Crear)

11. For possible action to approve an Interlocal Agreement between Clark County and the City of Las Vegas for an Outside Agency Grant (OAG) in the amount of $20,000 to the City of Las Vegas Office of Cultural Affairs for the Performing and Visual Arts Summer Camp for Kids Program at the West Las Vegas Arts Center, located at 947 West Lake Mead Boulevard - Ward 5 (Crear)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

12. For possible action to approve the First Amendment to Retail Lease and Guaranty Affirmation between the City of Las Vegas (Landlord), Vic's Symphony Park, LLC (Tenant) and Archon Corporation (Guarantor), to amend the Rent Schedule incorporating an additional 1,530 square feet of leasable area for the property located at 355 Promenade Place, Suites B2 and B3 (APN 139-33-610-033) with rent commencement November 2022, to allow Vic's time to design the space and amend their current plans with the City - Ward 5 (Crear)

13. For possible action to approve the Exclusive Negotiating Agreement (ENA) between City Parkway V, Inc. (CPV), and Red Ridge Development, LLC (Red Ridge) for land located at 93 South City Parkway (APN 139-34-110-007), commonly known as Parcel E in Symphony Park, to explore the creating of a mixed-use village of commercial, retail, multifamily, and condominiums - Ward 5 (Crear)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

14. For possible action to approve award of Contract No. 22.MWA781.D2-JH, Prime Design Services for Rampart Boulevard - Charleston Boulevard to Vegas Drive Roadway Improvements (Final Design) - Department of Public Works - Award recommended to: GCW, INC. ($752,774.48 - Road and Flood Capital Projects Fund) - Ward 2 (Seaman)

15. For possible action to approve award of Contract No. 22.MWA860.D1-JH, Prime Design Services for Paradise Road and St. Louis Avenue - Sahara Avenue to Las Vegas Boulevard - Department of Public Works - Award

recommended to: PARSONS TRANSPORTATION GROUP, INC. ($352,113.38 - Road and Flood Capital Projects Fund) - Ward 3 (Diaz)

16. For possible action to approve award of Contract No. 220078-BW, Third-Party Workers' Compensation Administration - Human Resources Department - Award recommended to: CANNON COCHRAN MANAGEMENT SERVICES, INC. DBA CCMSI (Not-to-Exceed $200,000 Annually/Total Contract Amount Not-to-Exceed $1,200,000 - Workers Compensation Internal Service Fund) - All Wards

17. For possible action to approve award of Contract No. 220196-DD, Professional Services for Las Vegas Fire and Rescue Consulting Services - Fire and Rescue Department - Award recommended to: SQS CONSULTANTS, INC. (Not-to-Exceed $110,000 Annually/Total Contract Amount Not-to-Exceed $330,000 - General Fund) - All Wards

FIRE AND RESCUE - CONSENT

18. For possible action to approve the acceptance of approximately 215 XL Twin mattresses from Walker Furniture to the City of Las Vegas' Fire and Rescue, to accommodate first responders at 21 fire stations in the City of Las Vegas - All Wards

PLANNING - CONSENT

19. For possible action to approve the ratification of the Grant Agreement Termination for Centennial Commission Grant Number 20-0057-CLC1 and the allocation of $300,000 back to the Centennial Commission, which was originally awarded to the Neon Museum for expenses related to the creation of an Archives and Collections Management Center at the former Reed Whipple Cultural Center, located at 821 Las Vegas Boulevard North - All Wards

PLANNING - BUSINESS LICENSING - CONSENT

20. For possible action to approve a Temporary Retail Cannabis Store (Rec Sales) license for NULEAF CLV DISPENSARY LLC dba BEYOND/HELLO at 1600 South Las Vegas Boulevard, Suite #150 - Ward 3 (Diaz)

21. For possible action to approve a Temporary Medical Cannabis Dispensary license for NULEAF CLV DISPENSARY LLC dba BEYOND/HELLO at 1600 South Las Vegas Boulevard, Suite #150 - Ward 3 (Diaz)

22. For possible action to approve an extension of time for the completion of the winning bidder requirements for a new Pawnbroker license for Cash America West, Inc. dba SuperPawn

PUBLIC WORKS - CONSENT

23. For possible action to approve the following supplemental interlocal contracts: Interlocal Contract (IL) 931 - Supplemental No. (S No.) 4; IL 945 - S No. 2; IL 975 - S No. 1; IL 1010 - S No. 1; IL 1027 - S No. 6; IL 1065 - S No. 1; IL 1091 - S No. 2; IL 1116 - S No. 1; IL 1127 - S No. 1; IL 1132 - S No. 2, which are for capital improvement projects funded by the Regional Transportation Commission of Southern Nevada (RTC), and require supplements to modify funding source from Motor Vehicle Fuel Tax (MVFT) funds to Fuel Revenue Indexing (FRI) funds - All Wards

24. For possible action to approve a Sewer Over-Sizing Refunding Agreement between the City of Las Vegas (CLV) and KB Home Las Vegas, Inc. for an over-sized sewer generally located in Oso Blanca Road between Iron Mountain Road and Rocky Avenue ($1,788,935.26 - Sanitation Enterprise Fund) - Ward 6 (Fiore)

25. For possible action to approve the installation of a permanent gate on the south leg of Hazelnut Lane/Cheyenne Avenue and speed cushions on the east-west alleys running parallel to Redberry Street between Michael Way and Hazelnut Lane ($75,000 - Street Maintenance Special Revenue Fund) - Ward 5 (Crear)

DISCUSSION/ACTION ITEMS

CITY ATTORNEY - DISCUSSION

26. Discussion for possible action regarding approval of complaint and to set a hearing date for disciplinary action against J.L.F.L. Entertainment LLC d/b/a Club 2100, and Francisco Lara, Managing Member, whose place of business is located at 2100 Fremont Street, Las Vegas, Clark County, Nevada, 89101 as holders of Nightclub License No. D19-00012, Tavern License No. L16-00390, Tobacco License No. C05-02873, Tobacco Establishment License No. P63-00082, and Automated Teller Machine License No. G64-03989 for violations of the Las Vegas Municipal Code - Ward 3 (Diaz)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

27. Bill No. 2022-8 - For possible action - Repeals and replaces LVMC 1.16.020 to 1.16.070, inclusive, to update the description of City ward boundaries to reflect precinct-numbering changes made by the Clark County Election Department. Proposed by: LuAnn D. Holmes, City Clerk

28. Bill No. 2022-9 - For possible action - Annexation No. 22-0062-ANX1 - Property location: North side of Alexander Road between El Capitan Way and Juliano Road; Petitioned by: CAB Properties, LLC Clark County Vacant Series; Acreage: 5.18 acres; Zoned: R-E (County Zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

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.

29. Bill No. 2022-11 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2023); providing for the payment of the costs and expenses of maintaining street beautification improvements; assessing the cost of maintenance against the assessable lots, tracts, and parcels of land benefitted by said maintenance. Proposed by: Mike Janssen, Director of Public Works

30. Bill No. 2022-12 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2023 (Las Vegas Boulevard to 8th Street); providing for the payment of the costs and expenses of a Neighborhood Improvement Project, assessing the cost of the project against the assessable lots, tracts, and parcels of land benefitted by said improvements. Proposed by: Mike Janssen, Director of Public Works

31. Bill No. 2022-13 - Amends LVMC Chapter 2.20 to authorize the Department of Fire and Rescue to enter into agreements with owners or operators of various types of public and private facilities by which the Department's public safety bomb squad or other specialized units will provide inspection, security and related services for specified events or types of events, and authorizes the Department to establish and charge fees in connection with providing such services. Proposed by: Jeff Buchanan, Chief of Fire and Rescue

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.

32. Bill No. 2022-14 - Amends LVMC Title 19 (Unified Development Code) by amending Appendix F thereof (Interim Downtown Las Vegas Development Standards) to adjust the requirements and procedures for the placement of utility boxes and appurtenances within Area 1, as that area is identified in Appendix F. Proposed by: Seth T. Floyd, Director of Community Development

33. Bill No. 2022-15 - Amends the Land Use Tables adopted in LVMC 19.12.010 to provide that the use "Blood Plasma Donor Center" is permitted in the C-1 Zoning District by means of special use permit. Sponsored by: Councilman Brian Knudsen

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 - ONE MOTION/ONE VOTE

The following are items that may be considered in one motion/one vote. They are considered to be routine non-public and public hearing items with a Planning Commission and/or Staff recommendation of approval. All public hearings and non-public hearings items will be opened at one time. Any person representing an application or a member of the public or a member of the City Council not in agreement with the conditions and all standard conditions for the application recommended by staff, should request to have that item removed from this part of the agenda.

34. 22-0141 - NON-PUBLIC HEARING - APPLICANT: WARMINGTON APARTMENT COMMUNITIES - OWNER:

WARMINGTON C V ASSOCIATES LP - For possible action on the following Land Use Entitlement project requests on 25.55 acres on the east side of Grand Canyon Drive, approximately 400 feet north of W Skye Canyon Park Drive (APNs 125-07-601-008 and 013), PD (Planned Development) and R-4 (High Density Residential) Zone, Ward 6 (Fiore). Staff recommends APPROVAL.

34a. 22-0141-EOT1 - EXTENSION OF TIME - VARIANCE - First Extension of Time of a previously approved Variance (VAR-77361) TO ALLOW A ZERO-FOOT FRONT YARD SETBACK WHERE 10 FEET IS REQUIRED, ZERO-FOOT SIDE YARD AND CORNER SIDE YARD SETBACKS WHERE FIVE FEET IS REQUIRED AND A ZERO-FOOT REAR YARD SETBACK WHERE 20 FEET IS REQUIRED

34b. 22-0141-EOT2 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - First Extension of Time of a previously approved Site Development Plan Review (SDR-77362) FOR A PROPOSED THREE-STORY, 282-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARDS

35. 22-0154-EOT1 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT: DTP MGMT, LLC - OWNER: 11TH STREET TAVERN, LLC - For possible action on a Land Use Entitlement project request for a first Extension of Time FOR A NONCONFORMING LIQUOR ESTABLISHMENT (TAVERN) USE at 124 South 11th Street (APN 139-34-715-001), T5-MS (T5 Main Street) Zone, Ward 3 (Diaz). Staff recommends APPROVAL.

PLANNING - DISCUSSION

36. 21-0823 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHARD TORRES - OWNER: NV LANDSCAPES, LLC - For possible action on the following Land Use Entitlement project requests on 0.52 acres at the southwest corner of Coran Lane and Sycamore Trail (APN 139-19-701-001), Ward 5 (Crear). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (6-1 vote) recommends APPROVAL on the entire Land Use Entitlement project.

36a. 21-0823-ZON1 - ABEYANCE ITEM - REZONING - FROM: C-2 (GENERAL COMMERCIAL) TO: M (INDUSTRIAL)

36b. 21-0823-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED CONTRACTOR'S PLANT, SHOP & STORAGE YARD DEVELOPMENT WITH A WAIVER OF PERIMETER LANDSCAPE DEVELOPMENT STANDARDS

REPORTS AND PRESENTATIONS

37. Report by Jerry Walker, Director, Rickey Anderson, Facilities Manager, and Teresa Boyce, Real Estate Manager, Department of Operations and Maintenance, on a review of Facilities Management and Real Estate operational activities - All Wards

SET DATE

38. 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

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

COUNCIL EMERGING ISSUES

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

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

COUNCIL MEMBER RECOGNITION

41. 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 WAS PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS
IN ACCORDANCE WITH THE NOTICING STANDARDS AS OUTLINED IN NRS 241.020:
The City of Las Vegas website – www.lasvegasnevada.gov
The Nevada Public Notice website – notice.nv.gov
City Hall, 495 South Main Street, 1st Floor

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

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: May 4, 2022

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

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 Plaque and Citizen of the Month Announcement for Jesse Garon by Staff

City of Las Vegas

Citizen of the Month

Presented to

Jesse Garon

On the 4th of May 2022

CITY OF LAS VEGAS NEVADA

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Submitted At Meeting
Date 5/4/22 Item 5



Citizen of the Month | May 2022

Jesse Garon



AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
6

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

SUBJECT:
Recognition of National Guard General Troy Armstrong

BACKUP DOCUMENTATION:
1. Submitted at Meeting – Copy of Certificate of Recognition for Brigadier General Troy E. Armstrong by Staff

City of Las Vegas

Office of the City Council

Certificate of Recognition

Brigadier General Troy E. Armstrong

The Mayor and the Las Vegas City Council recognize your 34 years of service to the United States Army and Nevada National Guard. On behalf of the City of Las Vegas, we extend our appreciation for all that you do to serve and protect the residents of Las Vegas.

May 4, 2022

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Submitted at Meeting by Staff
Date: 5/4/2022 Item: 6

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
7

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: May 4, 2022

Agenda Item No.:
8

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For Possible Action - Any items from the 9:30 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: May 4, 2022

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the April 6, 2022 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
10

DEPARTMENT: Cultural Affairs **CONSENT**
DIRECTOR: Ally Haynes-Hamblen

SUBJECT:
For possible action to approve an Interlocal Agreement between Clark County and the City of Las Vegas for an Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $24,795 to the City of Las Vegas Office of Cultural Affairs for the Performing and Visual Arts Summer Camp for Kids Program at the West Las Vegas Arts Center, located at 947 West Lake Mead Boulevard - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Interlocal Agreement between Clark County and the City of Las Vegas for an Edward Byrne Memorial Justice Assistance Grant for a performance period of July 1, 2021 – September 30, 2022 to be used for the Performing and Visual Arts Summer Camp for Kids Program. This is a seven-week cultural program for high-risk youth, ages 10-18, who reside in low income areas of Clark County. The City of Las Vegas will provide services and supplies in accordance with the Interlocal Agreement for students that participate in the Performing and Visual Arts Summer Camp for Kids.

RECOMMENDATION:
Staff recommends that the City Council approve the Interlocal Agreement and authorize the Mayor to execute any and all documents related following approval as to form from the City Attorney's Office.

BACKUP DOCUMENTATION:
1. CBE NO. 606143-22 Interlocal Agreement

CBE NO. 606143-22

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2022 by and between CLARK COUNTY, Nevada, on behalf of DEPARTMENT OF SOCIAL SERVICE, hereinafter referred to as "COUNTY" and CITY OF LAS VEGAS OFFICE OF CULTURAL AFFAIRS, hereinafter referred to as AGENCY for the Performing and Visual Arts Camp (PVAC).

W I T N E S S E T H:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

1. **Responsibilities of AGENCY**

   a. AGENCY shall conduct the Performing and Visual Art Camp (PVAC) during the period of July 1, 2021 – September 30, 2022 and will be presented 5 days a week from 9:00a.m. – 5:00 p.m. daily.

   b. AGENCY shall deliver services to up to 50 at-risk youth from foster care, juvenile courts, and/or female heads of households, by increasing a child's sense of choice and independent thinking sensibilities through both a diverse arts conservatory and a community mentoring program curriculum.

   c. AGENCY shall provide the opportunity for youth aged 10-15 years old to attend Performing and Visual Arts Summer Camp which will engage youth by providing the opportunity to practice character building techniques and life skill strategies taught through three principal outreach modules: Mentoring; the Arts Conservatory; and Community Education associated with its Performing and Visual Art Camp program.

   d. AGENCY agrees to utilize leadership development tools to increase student's awareness and learn the importance of community, service responsibilities, educational opportunities and team communication.

   e. AGENCY shall, through this program, increase student's self-confidence to speak well and participate in public events and transfer active-learning skills back into their educational classrooms.

   f. AGENCY shall, through this program, teach students to articulate and demonstrate problem solving techniques and acquire the skills to "read between the lines" and debate their conclusion.

   g. AGENCY shall expend $24,795 to provide direct services for the program, with first payment to be made in an amount equal to 50% of the agreement fee by June 30, 2022 and second and final payment of agreement to be made in the amount equal to 50% of the agreement fee by August 7, 2022.

   h. AGENCY shall use both qualitative and quantitative measurements to assess the impact of learning and student retention in hopes to build and impact civic leadership within the 89106 zip code.

   i. AGENCY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this agreement and in accordance with state and federal law including NRS 62H.025.

2. **Responsibilities of COUNTY**

a. COUNTY shall require mandatory attendance of specific youth to the educational training program on dates, times and locations specified to the youth by COUNTY.

b. Compensation/Terms of Payment - COUNTY agrees to pay AGENCY for the performance of services, as specified above, not-to-exceed amount of $24,795.00 in 2019-DJ-BX-0831 federal JAG grant funding from October 1, 2018 to September 30, 2022, for a total of award of such federally obligated funds in the amount of $922,213; and subject to COUNTY's fiscal limitations, with the not-to-exceed amount of appropriated funds issued via purchase order for the COUNTY's fiscal year, and receipt of invoice and documentation. It is expressly understood that the entire work defined must be completed by AGENCY and it shall be AGENCY's responsibility to ensure that hours and tasks are properly budgeted, so all SERVICES are completed for the said fee.

Expense	Amount
Personnel *	$ 24,795.00
TOTAL:	**$ 24,795.00**

* Theatre Director, Artistic Advisor/Mentor, Script Writer, Asst. Director, Musical Director, Vocal Instructor, Choreographer/Master Teacher, Dance Teaching Artist, Drummer/Teacher/Mentor and Master Drummer/Mentor.

c. COUNTY shall not pay AGENCY for training programs not completed.

d. AGENCY agrees to provide COUNTY with final JAG 0831 invoice by June 30, 2022.

e. COUNTY agrees to make payments within thirty (30) calendar days of receipt of the invoice.

f. Invoices shall be submitted, via email, to the attention of: Emma Garcia, Grants Coordinator.

g. AGENCY's invoices not submitted to COUNTY within six months from date of services shall be rejected for payment in accordance with NRS 244.250

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from July 1, 2021 through September 30, 2022. Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or AGENCY to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay AGENCY for goods and/or services provided as outlined in Article I - Scope of Work, based on approved budget appropriations.

If COUNTY rejects an invoice as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted via email to Emma Garcia at epg@clarkcountynv.gov.

AGENCY must notify COUNTY in writing of any changes to AGENCY'S remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and AGENCY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of AGENCY. Services specified in this AGREEMENT shall not be subcontracted by AGENCY without the written consent of COUNTY.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: Emma Garcia, Grants Coordinator
CRM Social Services
2424 N. Martin Luther King Blvd., Bldg C
North Las Vegas, Nevada 89032

To AGENCY: Attention: Ally R. Haynes-Hamble, Director
City of Las Vegas Office of Cultural Affairs
800 South Bush Street
Las Vegas, Nevada 89107

ARTICLE IX: POLICIES AND PROCEDURES

AGENCY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and AGENCY.

ARTICLE X: INSURANCE

AGENCY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

BY: _____
ADRIANE GARCIA
Purchasing Manager

CITY OF LAS VEGAS OFFICE OF CULTURAL AFFAIRS:

BY: _____
CAROLYN G. GOODMAN, MAYOR
City of Las Vegas

ATTEST:

Approved as to form
John S. Ridilla 4/20/22
John S. Ridilla Date
Deputy City Attorney

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: _____
ELIZABETH A. VIBERT
Deputy District Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
11

DEPARTMENT: Cultural Affairs **CONSENT**
DIRECTOR: Ally Haynes-Hamblen

SUBJECT:
For possible action to approve an Interlocal Agreement between Clark County and the City of Las Vegas for an Outside Agency Grant (OAG) in the amount of $20,000 to the City of Las Vegas Office of Cultural Affairs for the Performing and Visual Arts Summer Camp for Kids Program at the West Las Vegas Arts Center, located at 947 West Lake Mead Boulevard - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Office of Cultural Affairs has been awarded $20,000 in OAG funds through the Clark County's Outside Agency Grant Fund program for the period of July 1, 2021 – June 30, 2022. These funds are used to provide the opportunity for 50 at-risk students to attend the FY21-22 West Las Vegas Arts Center Performing and Visual Arts Summer Camp for Kids, which engages youth 10-18 years of age with mentors and master teachers in the disciplines of arts education, youth leadership, and community engagement projects

RECOMMENDATION:
Staff recommends that the City Council approve the Interlocal Agreement authorizes the Mayor to execute any and all documents related following approval as to form by the City Attorney's Office.

BACKUP DOCUMENTATION:
1. CBE NO. 606141-22 Interlocal Agreement

CBE NO. 606141-22

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2022 by and between CLARK COUNTY, Nevada, on behalf of DEPARTMENT OF SOCIAL SERVICE, hereinafter referred to as "COUNTY" and CITY OF LAS VEGAS OFFICE OF CULTURAL AFFAIRS, hereinafter referred to as "AGENCY" for the Performing and Visual Arts Camp (PVAC).

W I T N E S S E T H:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

1. **Responsibilities of AGENCY**

   a. AGENCY shall conduct the Performing and Visual Art Camp (PVAC) during the period of July 1, 2021 – June 30, 2022 and will be presented 5 days a week from 9:00 a.m. – 5:00 p.m. daily.

   b. AGENCY shall deliver services to up to 50 at-risk youth from foster care, juvenile courts, and/or female heads of households, by increasing a child's sense of choice and independent thinking sensibilities through both a diverse arts conservatory and a community mentoring program curriculum.

   c. AGENCY shall provide the opportunity for youth aged 10-15 years old to attend Performing and Visual Arts Summer Camp which will engage youth by providing the opportunity to practice character building techniques and life skill strategies taught through three principal outreach modules: Mentoring; the Arts Conservatory; and Community Education associated with its Performing and Visual Art Camp program.

   d. AGENCY agrees to utilize leadership development tools to increase student's awareness and learn the importance of community, service responsibilities, educational opportunities and team communication.

   e. AGENCY shall, through this program, increase student's self-confidence to speak well and participate in public events and transfer active-learning skills back into their educational classrooms.

   f. AGENCY shall, through this program, teach students to articulate and demonstrate problem solving techniques and acquire the skills to "read between the lines" and debate their conclusion.

   g. AGENCY shall expend $20,000 to provide direct services for the program, OAG grant timeframe is July 1, 2021 to June 30, 2022.

   h. AGENCY shall use both qualitative and quantitative measurements to assess the impact of learning and student retention in hopes to build and impact civic leadership within the 89106 zip code.

   i. AGENCY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this agreement and in accordance with state and federal law including NRS 62H.025.

2. **Responsibilities of COUNTY**

a. COUNTY shall require mandatory attendance of specific youth to the educational training program on dates, times and locations specified to the youth by COUNTY.

b. Compensation/Terms of Payment - COUNTY agrees to pay AGENCY for the performance of services, as specified above, not-to-exceed amount of $20,000.00 annually, subject to COUNTY'S FY-2021/2022 OAG fiscal limitations, with the not-to-exceed amount of appropriated funds issued via purchase order for the COUNTY'S fiscal year, and receipt of invoice and documentation. It is expressly understood that the entire work defined must be completed by AGENCY and it shall be AGENCY'S responsibility to ensure that hours and tasks are properly budgeted, so all SERVICES are completed for the said fee.

c. COUNTY shall not pay AGENCY for training programs not completed.

d. AGENCY agrees to provide COUNTY with the final OAG invoice for FY-21/22 by July 7, 2022.

e. COUNTY agrees to make payments within thirty (30) calendar days of receipt of the invoice.

f. Invoices shall be submitted to the attention of: Emma Garcia, Grants Coordinator via email in .pdf format. Final invoice due July 7, 2022.

g. AGENCY'S invoices not submitted to COUNTY within six months from date of services shall be rejected for payment in accordance with NRS 244.250

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from July 1, 2021 through June 30, 2022. Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or AGENCY to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay AGENCY for goods and/or services provided as outlined in Article I - Scope of Work, based on approved budget appropriations.

If COUNTY rejects an invoice as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted via email to Emma Garcia at epg@clarkcountynv.gov.

AGENCY must notify COUNTY in writing of any changes to AGENCY'S remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and AGENCY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of AGENCY. Services specified in this AGREEMENT shall not be subcontracted by AGENCY without the written consent of COUNTY.

ARTICLE VII: ASSIGNMENTS

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To COUNTY: Attention: Emma Garcia, Grants Coordinator
CRM Social Services
2424 N. Martin Luther King Blvd., Bldg C
North Las Vegas, Nevada 89032

To AGENCY: Attention: Ally R. Haynes-Hamble, Director
City of Las Vegas Office of Cultural Affairs
800 South Bush Street
Las Vegas, Nevada 89107

ARTICLE IX: POLICIES AND PROCEDURES

AGENCY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and AGENCY.

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AGREEMENT shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

BY: _____
ADRIANE GARCIA
Purchasing Manager

CITY OF LAS VEGAS OFFICE OF CULTURAL AFFAIRS:

BY: _____
CAROLYN G. GOODMAN, MAYOR
City of Las Vegas

ATTEST:

Approved as to form
John S. Ridilla 4/20/22
John S. Ridilla Date
Deputy City Attorney

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: _____
ELIZABETH A. VIBERT
Deputy District Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
12

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Ryan Smith

SUBJECT:
For possible action to approve the First Amendment to Retail Lease and Guaranty Affirmation between the City of Las Vegas (Landlord), Vic's Symphony Park, LLC (Tenant) and Archon Corporation (Guarantor), to amend the Rent Schedule incorporating an additional 1,530 square feet of leasable area for the property located at 355 Promenade Place, Suites B2 and B3 (APN 139-33-610-033) with rent commencement November 2022, to allow Vic's time to design the space and amend their current plans with the City - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas (City), Vic's Symphony Park, LLC and Archon Corporation entered into a Lease Agreement on July 21, 2021 for a full service restaurant and tavern concept, Vic's Symphony Park in 6,281 square feet located in the ground level of the City's parking garage. The First Amendment adds an additional 1,530 square feet of leasable area. The Rent Schedule is amended to incorporate the additional area with rent commencement in November, 2022 to allow Vic's time to design the space and amend their current plans with the City.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Amendment to Retail Lease and Guaranty Affirmation
2. Certificate Disclosure of Ownership/Principals
3. Site Map

FIRST AMENDMENT TO RETAIL LEASE AND GUARANTY AFFIRMATION

This First Amendment to Retail Lease and Guaranty Affirmation dated as of May 4, 2022 ("Amendment") is entered into by and between the CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada ("Landlord"), VIC'S SYMPHONY PARK, LLC, a Nevada Limited-Liability Company ("Tenant") and ARCHON CORPORATION, a domestic corporation ("Guarantor").

RECITALS

WHEREAS:

A. Landlord and Tenant entered into that certain Retail Lease dated July 21, 2021 whereby Landlord leased to Tenant certain premises as described therein (the "Lease").

B. The Lease is guaranteed by Guarantor pursuant to that certain Guaranty of Retail Lease Agreement dated July 21, 2021 (the "Guaranty").

C. Landlord and Tenant mutually desire to add additional space to the Premises.

D. Landlord and Tenant mutually desire to amend the Lease as set forth in this Amendment.

E. Guarantor desires to affirm the Guaranty.

Now, therefore, , in consideration of the mutual terms, conditions and covenants set forth below, the Parties hereby agree to amend the Lease as follows:

1. Definitions. Any capitalized terms contained herein that are not defined herein shall have the same definition as set forth in the Lease.

2. Premises. **Exhibit A-2** to the Lease is hereby deleted in its entirety and **Exhibit A-2** attached hereto is substituted in lieu thereof. The Parties agree that the Premises is hereby amended to include both the B2 and B3 retail as shown on **Exhibit A-2** for a total of 7,811 square feet in the Premises.

3. Floor Plan. Tenant agrees that **Exhibit B** to the Lease is hereby deleted in its entirety and Exhibit B attached hereto id substituted in lieu thereof.

4. Exhibit C - Rent Schedule. The Parties agree that the **Exhibit C – Rent Schedule** to the Lease is hereby deleted in its entirety and the **Exhibit C** to this Amendment is substituted in lieu thereof.

5. Effect. In the event of any conflict between the terms of this Amendment and the Lease, this Amendment shall govern and control in all respects. Except as set expressly set forth in this Amendment, the Lease shall remain in full force and effect.

6. Guaranty. Guarantor hereby agrees and confirms that the Guaranty remains in full force and respect in all respects and guarantees the Lease as amended by this Amendment pursuant to the terms of the Guaranty.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be in original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant and Guarantor have duly executed and delivered this Amendment as of the day and year first above written.

LANDLORD

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

By: _____
CAROLYN G. GOODMAN, MAYOR

ATTEST: _____
BEVERLY K. BRIDGES, CITY CLERK

APPROVED AS TO FORM:

Michael Niarchos 4/6/22
_____

TENANT

VIC'S SYMPHONY PARK LLC, a Nevada limited liability company

BY: _____

ITS: _____

GUARANTOR

Archon Corporation, a domestic corporation

BY: _____

ITS: _____

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be in original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant and Guarantor have duly executed and delivered this Amendment as of the day and year first above written.

LANDLORD

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

By: _____
CAROLYN G. GOODMAN, MAYOR

ATTEST: _____
BEVERLY K. BRIDGES, CITY CLERK

APPROVED AS TO FORM:

_____

TENANT

VIC'S SYMPHONY PARK LLC, a Nevada limited liability company

BY: _____

ITS: PRESIDENT · PORCHLIGHT HOSPITALITY, LLC

GUARANTOR

Archon Corporation, a domestic corporation

BY: Paul W. Lowden

ITS: CEO

EXHIBIT A-2

B3 and B2 Depiction

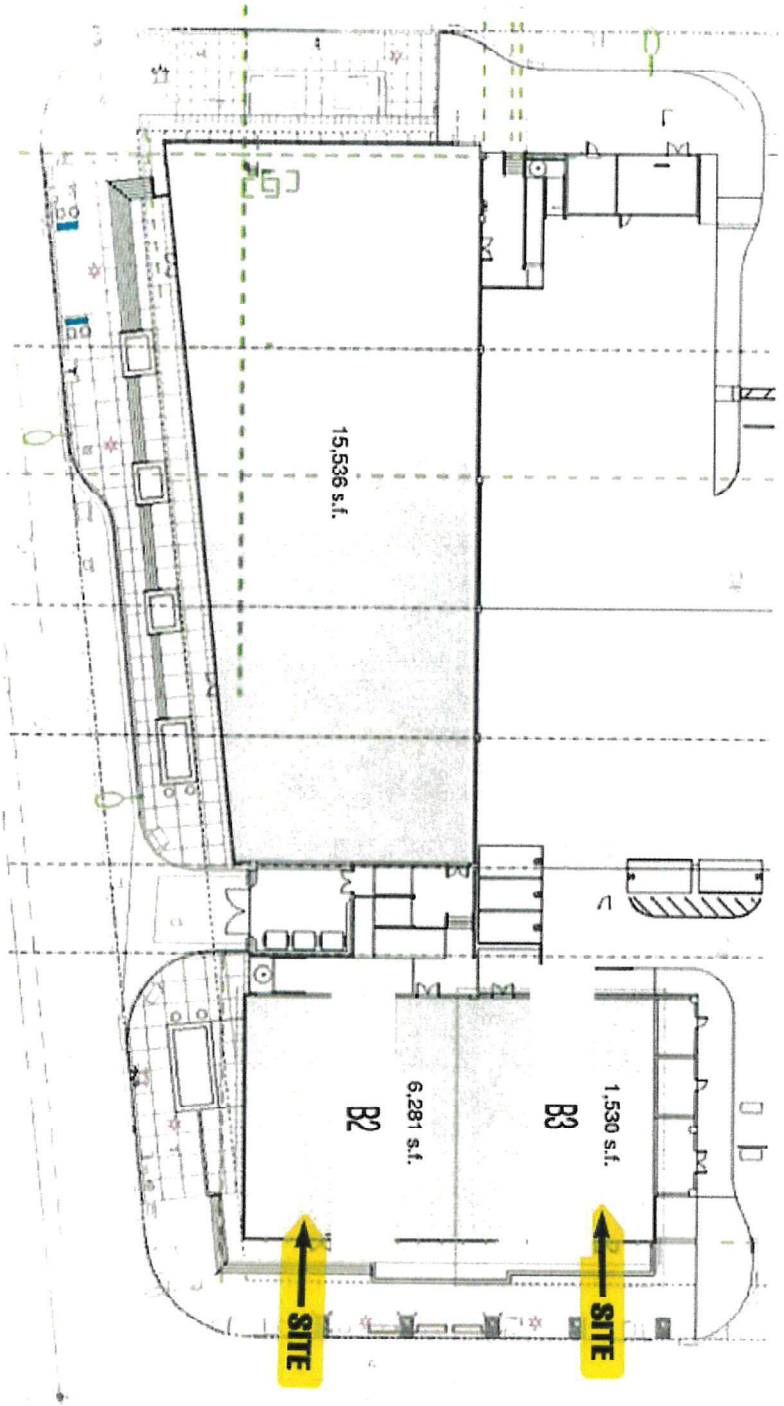
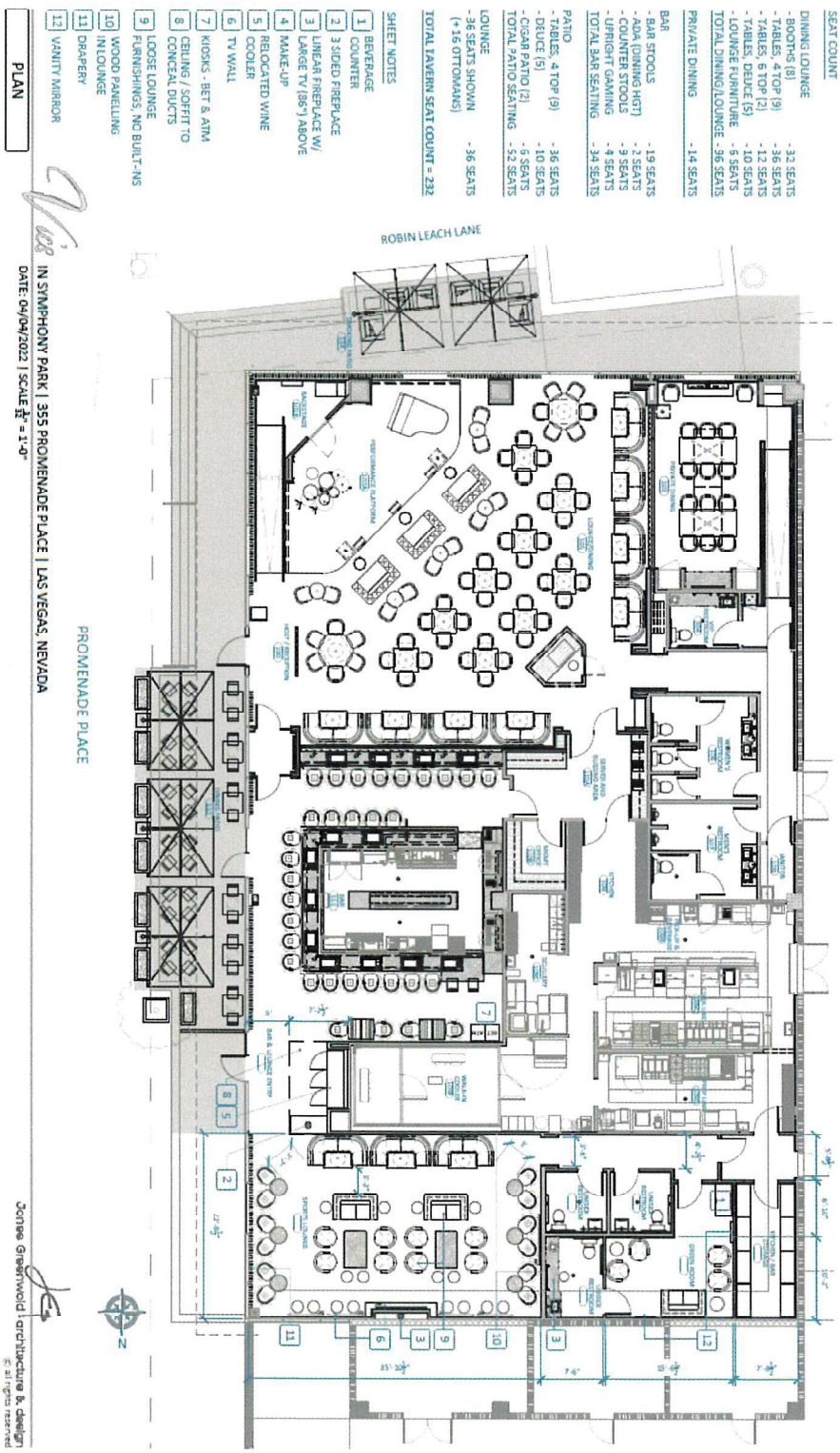


EXHIBIT B – REVISED FLOOR PLAN



Economic & Urban Development
Symphony Park - Vic's Symphony Park - First Amendment
Prepared: 3/30/2022
B2 sq. ft 6,281
B3 sq. ft 1,530
Lease Commencement - July 21, 2021
Lease Commencement FA - May 4, 2022

B2							B3					Monthly Totals
B2	YEAR	RENT INCREASE	ANNUAL RENT	RENT	TI DISCOUNT	Monthly Rent	YEAR	DATE	B3	RENT	Monthly Rent	
Jul-22	1	0.0%	$20.00	$125,620	$104,683	$1,744.75						$1,744.75
Aug-22	1	0.0%	$20.00	$125,620	$104,683	$1,744.75						$1,744.75
Sep-22	1	0.0%	$20.00	$125,620	$104,683	$1,744.75						$1,744.75
Oct-22	1	0.0%	$20.00	$125,620	$104,683	$1,744.75						$1,744.75
Nov-22	1	0.0%	$20.00	$125,620	$104,683	$1,744.75	1	Nov-22	$20.00	$30,600	$2,550	$4,294.75
	2	0.0%	$20.00	$125,620	$104,683	$1,744.75	2		$20.00	$30,600	$2,550	$4,294.75
	3	0.0%	$20.00	$125,620	$104,683	$1,744.75	3		$20.00	$30,600	$2,550	$4,294.75
Nov-25	4	0.0%	$28.00	$175,868	$0	$14,655.67	4	Nov-25	$28.00	$42,840	$3,570	$18,225.67
	5	4.0%	$29.12	$182,903	$0	$15,241.89	5		$29.12	$44,554	$3,713	$18,954.69
	6	4.0%	$30.28	$190,219	$0	$15,851.57	6		$30.28	$46,328	$3,861	$19,712.27
	7	4.0%	$31.50	$197,828	$0	$16,485.63	7		$31.50	$48,195	$4,016	$20,501.88
	8	4.0%	$32.76	$205,741	$0	$17,145.06	8		$32.76	$50,123	$4,177	$21,321.96
	9	4.0%	$34.07	$213,970	$0	$17,830.86	9		$34.07	$52,127	$4,344	$22,174.78
	10	4.0%	$35.43	$222,529	$0	$18,544.09	10		$35.43	$54,208	$4,517	$23,061.42
	11	2.0%	$36.14	$226,980	$0	$18,914.98	11		$36.14	$55,294	$4,608	$23,522.83
	12	2.0%	$36.86	$231,519	$0	$19,293.28	12		$36.86	$56,396	$4,700	$23,992.93
	13	2.0%	$37.60	$236,150	$0	$19,679.14	13		$37.60	$57,528	$4,794	$24,473.14
	14	2.0%	$38.35	$240,873	$0	$20,072.72	14		$38.35	$58,676	$4,890	$24,962.35
	15	2.0%	$39.12	$245,690	$0	$20,474.18	15		$39.12	$59,854	$4,988	$25,461.98
	16	2.0%	$39.90	$250,604	$0	$20,883.66	16		$39.90	$61,047	$5,087	$25,970.91
	17	2.0%	$40.70	$255,616	$0	$21,301.33	17		$40.70	$62,271	$5,189	$26,490.58
	18	2.0%	$41.51	$260,728	$0	$21,727.36	18		$41.51	$63,510	$5,293	$27,019.89
	19	2.0%	$42.34	$265,943	$0	$22,161.91	19		$42.34	$64,780	$5,398	$27,560.26
	20	2.0%	$43.19	$271,262	$0	$22,605.15	20		$43.19	$66,081	$5,507	$28,111.87

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

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name **Porchlight Hospitality LLC**
Address 6611 S. Las Vegas Blvd Suite 160 Las Vegas, NV 89119
Telephone **702 435 2855**
EIN or DUNS **46-4236419**

Block 2 **Description**
Vic's is a wholly-owned subsidiary of Porchlight Hospitality, LLC which in turn is a wholly owned subsidiary of Archon Corporation. Archon is 91% beneficially owned by Paul W. Lowden III and members of his family

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.	Christopher Lowden / Pres	6611 LV Blvd S LV NV 89119	702 435 2855
2.	Porchlight Hospitality LLC	6611 LV Blvd S LV NV 89119	702 435 2855
3.	Archon Corporation	6611 LV Blvd S LV NV 89119	702 435 2855
4.			
5.			
6.			
7.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

Name _____

Date 3·31·22

Subscribed and sworn to before me this 31st day of March, 2022

_____

Notary Public

HEATHER DEN HARTOG
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 19-2191-1
My Appt. Expires April 19, 2023

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name **Porchlight Hospitality LLC**
Address 6611 S. Las Vegas Blvd Suite 160 Las Vegas, NV 89119
Telephone **702 435 2855**
EIN or DUNS **46-4236419**

Block 2 **Description**
Vic's is a wholly-owned subsidiary of Porchlight Hospitality, LLC which in turn is a wholly owned subsidiary of Archon Corporation. Archon is 91% beneficially owned by Paul W. Lowden III and members of his family

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.	Christopher Lowden / Pres	6611 LV Blvd S LV NV 89119	702 435 2855
2.	Porchlight Hospitality LLC	6611 LV Blvd S LV NV 89119	702 435 2855
3.	Archon Corporation	6611 LV Blvd S LV NV 89119	702 435 2855
4.			
5.			
6.			
7.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

Name _____

Date 3·31·22

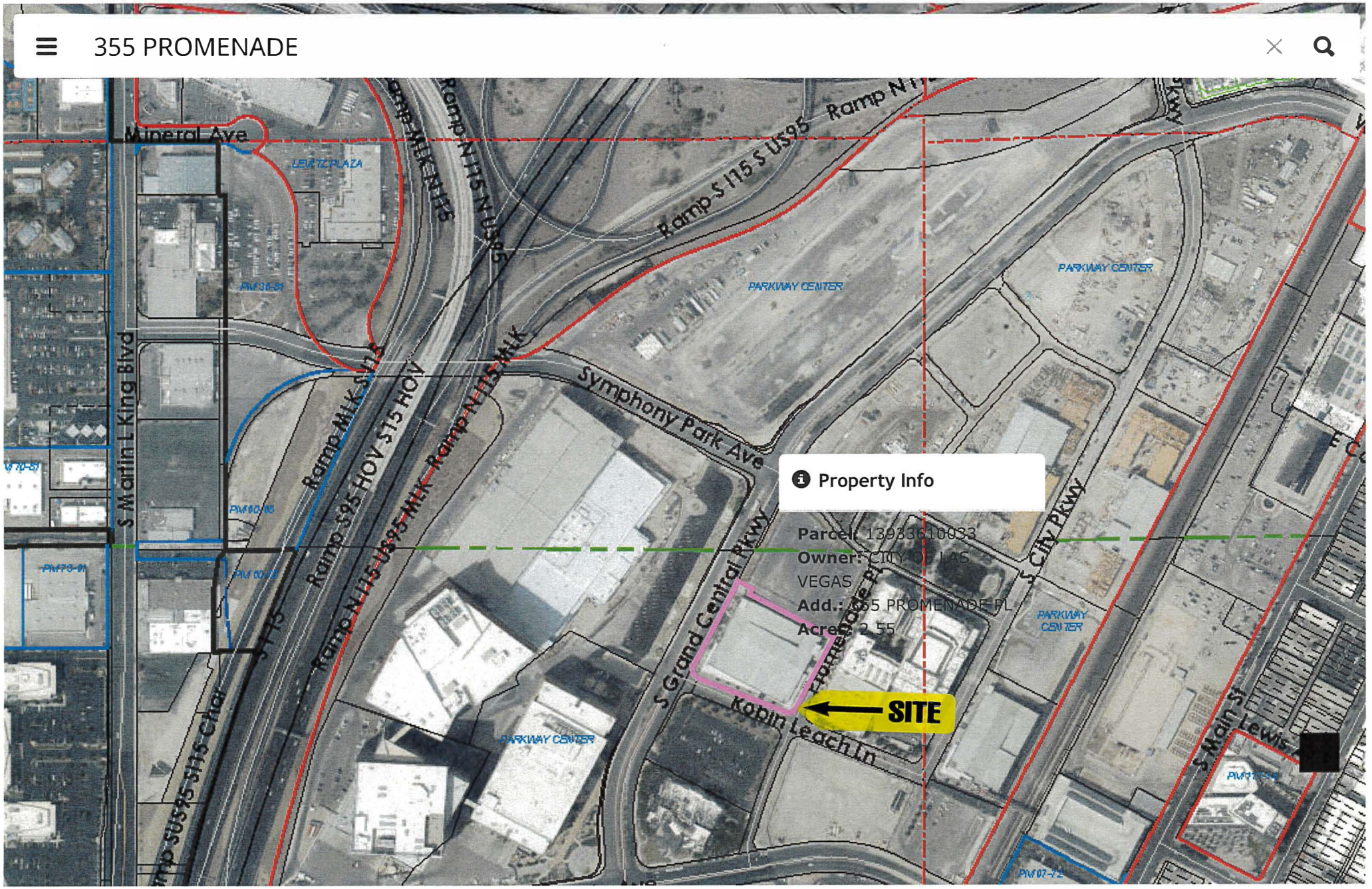
Subscribed and sworn to before me this 31st day of March, 2022

_____

Notary Public

HEATHER DEN HARTOG
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 19-2191-1
My Appt. Expires April 19, 2023

Site Map


355 PROMENADE
Mineral Ave
S Martin L King Blvd
Ramp MLK-S I15
Ramp S95 HOV S15 HOV
Ramp N I15-US95 MLK
Ramp N I15 MLK
Ramp N I15 N US95
Ramp S I15 S US95
Symphony Park Ave
S Grand Central Pkwy
S City Pkwy
S Main St
Lewis A
Kopin Leach Ln
PARKWAY CENTER
LEVITZ PLAZA
Property Info
Parcel: 13933610033
Owner: CITY OF LAS VEGAS
Add.: 355 PROMENADE PL
Acres: 2.55
SITE

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
13

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Ryan Smith

SUBJECT:
For possible action to approve the Exclusive Negotiating Agreement (ENA) between City Parkway V, Inc. (CPV), and Red Ridge Development, LLC (Red Ridge) for land located at 93 South City Parkway (APN 139-34-110-007), commonly known as Parcel E in Symphony Park, to explore the creating of a mixed-use village of commercial, retail, multifamily, and condominiums - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The ENA will allow Red Ridge to conduct a feasibility analysis of an approximately 5.9 acre site for a mixed use complex of commercial, retail, luxury condominiums, and multifamily housing with public space on the parcel located at 93 South City Parkway in Symphony Park. Red Ridge and CPV shall negotiate a Disposition and Development Agreement during the term of the ENA if Red Ridge meets the terms of the ENA.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Exclusive Negotiation Agreement

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "Agreement") is entered into as of May 4, 2022 (the "Effective Date") by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation ("CPV"), and RED RIDGE DEVELOPMENT, LLC, a Delaware limited liability corporation ("Developer"). CPV and Developer may be referred to herein singularly as a "party" and collectively as the "parties".

WITNESSETH:

A. WHEREAS, CPV and Developer have previously engaged in discussions regarding Developer's interest in developing a mixed-use village consisting of a luxury condominium tower with ground floor retail, parking garage, and mixed-use multifamily on the Site (as hereinafter defined), which is located in that certain development in downtown Las Vegas, Nevada commonly known as "Symphony Park", which is depicted on Exhibit A attached hereto and hereby made a part of this Agreement.

B. WHEREAS, Developer and CPV have entered into this Agreement in order for CPV and Developer to enter into exclusive negotiations regarding due diligence investigations of the Site by Developer and the potential acquisition and development of all or a portion of the Site by Developer, all on the terms and conditions set forth herein.

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

1. Term. The Effective Date of this Agreement will be the date of execution by CPV. The term of this Agreement shall commence on the Effective Date and automatically expire on November 17, 2022 at 5:00 p.m. PST (the "Term"). The Term may be extended by mutual agreement of the parties; provided, however, that such agreement shall be at each party's respective sole discretion. CPV agrees that during the Term they shall not negotiate, directly or indirectly, with any person or entity any matters regarding development, sale, lease or other disposition of the Site or any portion thereof. Such exclusivity shall apply to the Site only and shall not apply to any other portion of Symphony Park. CPV agrees that, until the expiration of the Term, CPV shall negotiate exclusively with Developer with respect to the Site and the Project.

2. Site. The "Site" consists of approximately 5.62 acres located within Symphony Park, which is depicted as Parcel E on Exhibit A. The size of the development will determined by the site plan provided by the Developer by the end of the term and approved by CPV. The actual legal description of the Site will be finalized by a survey provided by Developer during the Term and approved by CPV, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Project. Developer is currently planning the development of a mixed-use village consisting of a luxury condominium tower with ground floor retail, parking garage, and mixed-use multifamily as described on Exhibit D attached hereto (the "Project").

4. Feasibility Analysis.

(a) Developer agrees to conduct during the Term all activities Developer deems necessary to determine the acceptability of the Site and the feasibility of the Project. Such due diligence activities shall include, but not be limited to, the following, to be accomplished or acquired, as applicable, at Developer's sole cost and expense:

(i) An overall program of development of the Project on the Site, including a site plan, conceptual renderings, and floor plans for the major project improvements, a copy of which will be provided to CPV.

(ii) A clear development timeline for the pre-development activity and construction of the Project, a copy of which will be provided to CPV.

(iii) A report prepared by a third-party reasonably acceptable to Developer and CPV establishing the feasibility and market analysis to support the development of the Project, a copy of which will be provided to CPV.

(iv) Submission of a plan of financing for the development and operation of the various components of the Project, including all third party loans and sources of equity, a copy of which will be provided to CPV.

(v) Identification of all development partners if applicable.

(vi) Prior to the expiration of the Term, Developer shall deliver a completed geotechnical and environmental report for the Site, which will include a Site-specific risk assessment and estimated cost of remediation, for review by CPV. If the parties decide to enter into the DDA (as defined in Section 6(a) below), the remediation plan for the Site will be negotiated by CPV and Developer as part of the negotiation of the DDA. Developer agrees that the development of the Project will have to comply with the Symphony Park Soil and Groundwater Management Plan, a copy of which has been or will be provided by CPV to Developer pursuant to Section 4(c).

(vii) Completion by Developer of the Due Diligence Investigations (as defined in Section 5(a) below).

In the event a DDA (defined below) is not executed by the parties prior to the expiration or earlier termination of the Term, CPV may retain copies of all non-proprietary reports and studies pertaining to the Site which have been provided to CPV by Developer or its agents pursuant to this Agreement, including surveys, geotechnical and environmental reports and related studies; provided, however, all copies of reports, renderings, studies, and information relating to the development and market feasibility of the Project provided

to CPV by Developer or its agents pursuant to this Agreement shall be returned to Developer within thirty (30) days after the expiration or earlier termination of this Agreement; provided, however, all such reports and studies shall be provided to CPV without any warranty or representation as to the accuracy or completeness of any kind and without recourse to Developer.

(c) CPV shall cooperate fully, but at no out-of-pocket cost to CPV, in providing Developer with information and assistance to support Developer's implementation of the feasibility analysis. In particular, CPV shall, promptly after the Effective Date or as soon as they become available to CPV, provide Developer with copies of all reports, plans, drawings and other documents pertaining to the Site. CPV's designated representative for all matters under this Agreement is the Director of the Office of Economic and Urban Development of the City of Las Vegas, Nevada, a political subdivision of the State of Nevada (the "City"). Developer and CPV agree to meet or participate in a conference call, no less than two times a month in connection with the feasibility analysis of the Site and Project.

5. Developer Site Access.

(a) CPV authorizes Developer and its employees, agents, representatives, architects, engineers, consultants and contractors to access the Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as Developer deems necessary ("Due Diligence Investigations") for the potential development of the Project. CPV and/or its authorized and designated agent(s) shall have the right to be present upon any entry of the Site by Developer. This Agreement does not authorize Developer to access or otherwise use any property not included within the Site, unless Developer does not have reasonable access to the Site from a public right of way for ingress into and egress from the Site for purposes of completing the Due Diligence Investigations, in which case Developer shall have the right to use such other property within Symphony Park which is owned by CPV as is reasonably necessary for ingress into and egress from the Site. Developer will have the right to enter upon and conduct Due Diligence Investigations at any time during the Term. Developer shall conduct Due Diligence Investigations in accordance with standards customarily employed in the real estate industry and in compliance with all applicable governmental laws, rules, and regulations. If Developer undertakes any boring or other disturbance of the soils on the Site, CPV must be notified at least ten (10) business days prior to any boring or other disturbance of soils to allow CPV time to notify its environmental consultant and to direct its environmental consultant to be present during the process, if desired by CPV. Following Developer's Due Diligence Investigations on the Site, Developer will promptly restore the Site to substantially the same condition as existed immediately prior to Developer conducting the applicable Due Diligence Investigations, normal wear and tear and normal weather related conditions excepted. If Developer undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their condition as of the date immediately prior to such boring or other disturbance (the "Restoration"), and Developer will obtain at

its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their condition as of the date immediately prior to the soil disturbance. This Agreement shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment. To assist Developer in its environmental due diligence, CPV has provided Developer with a copy of the documents identified in Exhibit B attached hereto and incorporated herein by reference. CPV makes no warranty regarding any statement or data contained in or referred to by such documents.

(b) If Developer should discover any hydrocarbon substances or any other hazardous substances, asbestos or asbestos-containing materials, waste or materials subject to legal requirements or corrective action under any applicable Environmental Laws ("Hazardous Materials") during the Term, Developer will promptly notify CPV in writing of such discovery. Developer shall not use disturbed contaminated soils for the Restoration, and instead shall work with CPV to have stored or otherwise handle (through use of a properly licensed contractor), at CPV's sole cost and expense, any disturbed contaminated soils in compliance with all applicable governmental laws, rules, and regulations until such time as CPV takes possession of such materials. Developer shall not bear any responsibility or liability under this Agreement whatsoever for any discovery, investigation, risk assessment, removal, treatment, corrective action, remediation, cleanup or permitting relating to any such Hazardous Materials. For the purposes of this Agreement, the phrase "Hazardous Substances" shall include any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products and derivatives, fuel additives, and any other solid, liquid, gaseous or thermal irritant, chemical or waste material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any governmental authority or Environmental Laws; or (c) a basis for liability to any government entity or agency or third party under any regulatory, statutory or common law theory. For purposes of this Agreement, the phrase "Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(c) Developer shall promptly deliver to CPV, without charge therefor and without warranty of or recourse to Developer, any lab or field environmental data,

environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that Developer need not disclose any communication, regardless of the nature of such communication, between Developer and its legal counsel or its legal counsel and Developer's consultant to the extent the same is reasonably deemed by Developer to be protected by attorney-client privilege. By delivering such reports and studies to CPV, Developer shall not be deemed to be making any representations with respect to the accuracy or completeness of the information contained in such reports or information.

(d) Developer covenants and agrees to (i) pay in full the costs for all materials, if any, supplied, used, joined, or affixed to the Site by or for Developer in connection with the Due Diligence Investigations, (ii) pay in full all persons who perform labor upon the Site in connection with Developer's Due Diligence Investigations, and (iii) not permit any mechanic's or materialman's lien of any kind or nature relating to Developer's Due Diligence Investigations to be enforced against the Site. Developer shall, at Developer's sole cost and expense, take any action reasonably necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

(e) Developer hereby agrees to indemnify and hold CPV, the City, and their respective elected officials, officers, employees and agents (collectively, the "Related Parties"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs, which the Related Parties may suffer or which may be sought against or are recovered or obtainable from the Related Parties as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, in connection with the Due Diligence Investigations at the Site, of Developer or its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Developer, its officers, its employees, contractors, subcontractors, volunteers or agents in connection with this Agreement. If Developer fails to do so, CPV and the City shall have the right, but not the obligation, to defend the same and to obtain reimbursement from Developer of all the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs. Notwithstanding anything to the contrary in this Agreement, this Section 5(e) shall not be construed to require Developer to indemnify or hold harmless the Related Parties from (a) any liabilities for pre-existing matters or conditions with respect to the premises merely discovered by Developer (e.g., latent environmental contamination, etc.) or (b) any such claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs to the extent caused by any act or omission on the part of the Related Parties.

(f) Developer agrees to obtain and to furnish to CPV prior to or concurrent with execution of this Agreement, a certificate showing that there is in effect a policy of a minimum of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Required limits of coverage may be

met utilizing a combination of primary and excess/umbrella policies written in "blanket" form. CPV and the City, each shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the Developer's insurance company. The certificates for each insurance policy are to be signed by a person authorized by that insurance carrier. The insurance supplied by the Developer shall be from an insurance carrier that maintains a Best's Key rating of "A VII" or higher. The Certificate shall indicate that neither the insurance company nor Developer can cancel the insurance without at least 10 days prior written notice to CPV. Any exclusion to the effect that the insurance company or surety company will "endeavor to inform" must be stricken from the certificate of insurance. The parties agree that the specified coverage or limits of insurance in no way limit the liability of the Developer. Developer will not do or permit to be done anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Site. All deductibles and self-insurance retentions shall be fully disclosed in such certificates of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of CPV.

The obligations and covenants of Developer under this Section 5 shall survive any expiration of the Term or other termination of the Agreement.

6. Disposition and Development Agreement; Purchase Price; Effect of Agreement.

(a) Developer and CPV agree to negotiate in good faith during the Term a form of Development and Disposition Agreement based on CPV's standard form whereby CPV agrees to sell and Developer agrees to purchase the Site and to develop the Project (the "DDA").

(b) Developer shall have one hundred twenty (120) days from the Effective Date to propose a purchase price for the Site for CPV's review. The final purchase price, as mutually agreed in writing by the parties (the "Purchase Price"), shall be set forth in the DDA.

(c) The parties acknowledge that, in compliance with the provisions of NRS 268 CPV, at its cost, will obtain and rely upon an independent appraisal of the Site prepared within six (6) months of the effective date of the DDA and that the City Council will address the adoption of a formal resolution finding that it is in the best interests of the public to sell the Site to Developer for the Purchase Price without offering such real property to the public. The adoption of such resolution will be at the discretion of the City Council. Notwithstanding the foregoing, the parties agree that any such appraisal may be subject to public records laws or ordinances of the City of Las Vegas or the State of Nevada.

(d) Developer and CPV agree and acknowledge (i) that this Agreement creates no obligation on either party to enter into the DDA or any other agreement related to the Site or Symphony Park, (ii) the decision to enter into a DDA will be at each party's respective sole and absolute discretion and (iii) the approval of the City Council will be a

condition to CPV's obligation to enter into any DDA or other agreement (excluding this Agreement) relating to the Site or Symphony Park. Developer agrees and acknowledges that, except as expressly provided for in this Agreement, this Agreement creates no rights, title or interest in Developer whatsoever, legal, equitable or otherwise, in the Site or in Symphony Park, including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, CPV is not committing itself to or agreeing to undertake disposition of land to Developer or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property or the exercise of control over property by Developer. Execution of this Agreement by CPV is merely an agreement to enter into a period of exclusive, good faith negotiations with Developer according to the terms hereof. In the event the parties do not enter into a DDA during the Term, this Agreement shall automatically expire and be of no further force and effect from and after the expiration of the Term.

7. RESERVED.

8. Good Faith Deposit.

(a) Developer shall deposit with CPV, no later than three (3) business days after the Effective Date, the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) (the "Deposit"), in cash or by wire transfer, to secure Developer's good faith peerformancee of its obligations under this Agreementand to be held by CPV. be applied or The Deposit will be applied disposed of by CPV as is provided in this Agreement.

(b) In the event (i) Developer performs all of its obligations under this Agreement and (ii) the Parties do not enter into a DDA, the full amount of the Deposit shall be returned to Developer on the later of (A) thirty (30) days after the expiration of the Term or termination of this Agreement (as the case may be) or (B) that date that CPV is satisfied that Developer has materially complied with Section 5(d) of this Agreement and that there are no outstanding matters covered by Developer's indemnity in Section 5(e) above, CPV shall refund the Deposit in full; provided, however, that if CPV has not notified Developer within thirty (30) days after the expiration of the Term or date of termination, as applicable, of any unsatisfied obligations pursuant to Sections 5(d) or any pending matters covered by Section 5(e), then such matters shall be deemed satisfied.

(c) In the event a DDA is executed by the parties pursuant to the terms hereof, the Deposit shall be applied to the ultimate purchase price of the Site in accordance with the DDA; provided, however, that the DDA will set an agreed amount of deposit under that Agreement. The Deposit shall be placed in an interest-bearing account at a federally insured commercial bank. All interest earned thereon shall follow (and be deemed a part of) the Deposit, but shall be deemed "earned" by Developer for income tax purposes.

9. Real Estate Commission. No party shall be liable to any other party for any real estate commission or brokerage fees that may arise as a result of or pursuant to this Agreement. Each party represents to the other party that it has not engaged any broker,

agent or finder in connection with this Agreement, and agrees to indemnify and hold the other party harmless from any claim by any broker or finder retained by, or claiming through, such party. The provisions of this Section 9 shall survive any termination or expiration of this Agreement.

10. Conflict of Interest.

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

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

(c) Developer represents and warrants that it has disclosed the ownership and principals of Developer on that certain "Certificate – Disclosure of Ownership/Principals" attached as Exhibit C hereto, and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

11. Default.

(a) In the event Developer is in material default of its obligations under this Agreement, including any failure of Developer to proceed in good faith with the due diligence activities required in order to complete the feasibility analysis of the Project, and such default is not cured within fifteen (15) days after written notice delivered by CPV specifying the precise nature of the default, then CPV shall have the right to immediately terminate this Agreement upon written notice to Developer. In the event of such termination then CPV shall be entitled to retain . **IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CPV AND DEVELOPER (A) THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF DAMAGES CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF SUCH SUM TO THE RANGE OF HARM THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT, AND (B) THAT CPV'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY DEVELOPER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.**

(b) In the event CPV or the City is in default of its obligations under this Agreement, Developer's sole and exclusive cumulative remedy will be to terminate this Agreement.

12. Notices. All notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, all fees pre-paid, (ii) transmitted by facsimile with confirmation of transmission (an original signed copy, via first-class U. S. Mail, shall follow facsimile transmissions), (iii) sent by U.S. mail via certified mail – return receipt requested, postal fees pre-paid or (iv) sent by email, each at the following addresses:

Notice to Developer:	Red Ridge Development 11357 Cedar Log Ct Las Vegas, NV 89135 Attn: Patrick Brennan Email: pbrennan@redridgedev.com
Notice to CPV:	City of Las Vegas c/o Economic and Urban Development Department 495 South Main St., 6th Floor Las Vegas, Nevada 89101 Attn. Ryan Smith Fax: (702) 385-3128 Email: rysmith@lasvegasnevada.gov
With a copy to:	City Attorney Office City Hall 495 South Main, 6th Floor Las Vegas, Nevada 89101 Attention: John Ridilla Fax: (702) 386-1749 Email: jridilla@lasvegasnevada.gov

13. Publicity. The parties agree that neither party shall make any public announcement or any press release with respect to this Agreement or the Project without the consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in this Section 13 shall limit or prevent CPV or the City from undertaking any actions required by Nevada's open meeting laws or from causing or allowing the release of information or dissemination of documents as may be required in connection with any administrative hearings or proceedings pertaining to the City's approval or implementation of this Agreement. Furthermore, Developer acknowledges that

CPV is subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statutes ("Public Records Act") and all information in physical or electronic form or other form provided by Developer to CPV will be subject to disclosure under the Public Records Act; provided, however, CPV will not disclose any such information to any governmental authority unless specifically requested pursuant to the Public Records Act.

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

14. Assignment. Developer may not assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of CPV which consent may be granted or withheld at CPV's sole and unfettered discretion. Any transfer or assignment in violation of this Section 14 shall be null and void and constitute a default of this Agreement. Notwithstanding the foregoing, Developer shall have the right to assign its interest in this Agreement to an entity formed to develop the Project so long as the principals of Developer are the majority owners ofsuch enitity and control, directly or indirectly, such entity and such entity assumes Developer's obligations under this Agreement. Any such assignee shall provide a Certificate – Disclosure of Ownership/Principals in the format of Exhibit C attached hereto.

15. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

16. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

17. Entire Agreement; Amendments. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. As such, this Agreement supersedes any and all prior understandings between the parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both parties hereto.

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

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

20. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All Exhibits attached to this Agreement and the Recitals at the beginning of this Agreement are incorporated herein by the references thereto. All references in this Agreement to Articles, Sections and Exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

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

22. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

23. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of CPV and Developer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

24. Counterpart Signatures; Facsimile or Email Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile or email transmission of this Agreement to the other party. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

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

26. **Waiver of Trial by Jury**. EACH PARTY ACKNOWLEDGES AND

AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 26.

Remainder of Page Left Blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

CPV:

CITY PARKWAY V, INC.,
a Nevada corporation

By _____
Jorge Cervantes, President

Date of Execution: _____

APPROVED AS TO FORM:
Michael Niarchos 4/12/22
_____
Date

DEVELOPER:

RED RIDGE DEVELOPMENT, LLC,
a Delaware limited liability company

By _____
Patrick Brennan, Principal

Date of Execution: _____

LIST OF EXHIBITS

EXHIBIT A - SITE DEPICTION

EXHIBIT B - LIST OF ENVIRONMENTAL INFORMATION

EXHIBIT C - DISCLOSURE OF PRINCIPALS

EXHIBIT D - PROJECT DESCRIPTION

EXHIBIT A
SITE



EXHIBIT B

ENVIRONMENTAL INFORMATION

1. Remediation Action Plan
2. Plystadium Agreement
3. Pollution Legal Liability Select Policy
4. Environmental Risk Management
5. Trenching Exercise
6. Terracon Phase I & II Environmental Site Assessment
7. Preliminary Geotechnical Studies
8. Groundwater Reports
9. Maps
10. Union Park Master Planning
11. Additional Disclosures
12. Archived Disclosure Docs
13. Cleveland Clinic A2, B, J, K
14. Parcel M1 and M2
15. Parcel A1 – Ruvo
16. Parcel B – Temp Parking
17. Parcel E – WJC
18. Parcel G – City Core
19. Parcels H, I – PAC
20. Parcel J
21. Parcel L
22. Parcel M3
23. Parcels P, Q – LiveWork
24. Parcels C, D, F, L, N, O1, & 02 – Newland Communities
25. Pedestrian Bridge
26. Dec of Perpetual Environmental Covenant – Recorded
27. NDEP RCRA Waste Compliance Inspection 01-09-2015
28. Soil Sampling Results and Soil Management for Buried Drum 4-16-2009

EXHIBIT C

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name Red Ridge Development, LLC
Address 11357 Cedar Log Ct.
Las Vegas, NV 89135
Telephone (702) 806-5733
EIN or DUNS 88-1331413

Block 2 Description

The future proposed development will consist of 150 apartment units, 25,000 square feet of retail space, 30,000 square foot grocery store, 60,000 square feet of office space, 808 parking spaces, public plaza and a 34 story condominium high-rise tower.

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.	Patrick Brennan, Principal	11357 Cedar Log ct. LV, NV 89135	(702) 806-5733
2.	Ethan Kingsley, Principal	9232 Sunnyfield Dr. LV, NV 89134	(781) 710-0886
3.			
4.			
5.			
6.			
7.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

P. B

Name Patrick Brennan, Authorized Signatory

4/5/2022

Date

Subscribed and sworn to before me this 5th day of April, 2015 2022

Notary Public

REBECA MIRANDA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-14-24
Certificate No: 16-3451-1

EXHIBIT D

PROJECT DESCRIPTION

Red Ridge Development seeks to build a number of mixed use buildings on parcel E in Symphony Park. The project will consist of a minimum of 140 multifamily apartments, 30,000 s.f. of retail space, 25,000 s.f. of grocery/retail space, 50,000 s.f. of office space, 800+ parking spaces, a public plaza, and a 30-story luxury condominium tower.

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
14

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 22.MWA781.D2-JH, Prime Design Services for Rampart Boulevard - Charleston Boulevard to Vegas Drive Roadway Improvements (Final Design) - Department of Public Works - Award recommended to: GCW, INC. ($752,774.48 - Road and Flood Capital Projects Fund) - Ward 2 (Seaman)

FISCAL IMPACT:
Budget Funds Available
Amount: $752,774.48
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On May 5, 2021, City Council approved a contract with this consultant for services through 30 percent design. This contract will continue engineering design services from 30 percent through 100 percent final design. Services will include bus turnouts, right turn lanes, sidewalk widening, median landscape, pavement rehabilitation and traffic signal upgrades. Award of this project is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. GCW, Inc. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 22.MWA781.D2-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
Rampart Blvd. – Charleston Blvd. to Vegas Dr. Roadway Improvements (Final Design)

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **GCW, Inc.**, (the "Consultant"), a **Corporation**, whose address is 1555 South Rainbow Boulevard, Las Vegas, Nevada 89146.

PROJECT DESCRIPTION: Provide engineering design services for Rampart Boulevard between Charleston Boulevard and Vegas Drive including, but not limited to inclusion of bus turnouts, right turn lanes, sidewalk widening, median landscape, pavement rehabilitation and traffic signal upgrades.

W I T N E S S E T H:

WHEREAS, the City intends to construct the Rampart Boulevard – Charleston Blvd. to Vegas Dr. Roadway Improvements (Final Design), (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

1.8.2 ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

2.0 CITY RESPONSIBILITIES

2.1 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

3.2 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 and 10.20.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:

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

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

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

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

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

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

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

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

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

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

7.5 ***Payment Invoicing.*** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.

7.6 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City

Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

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

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on work performed and accepted by the City, earned as of the

effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

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

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
10.3.1.2 (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or
10.3.1.4 fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

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

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

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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20. In the event that the City elects to implement 10.3.1.2 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

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

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

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

10.4.1 ***Delivery of Documents.***

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

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

10.4.2 ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent

of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

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

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

10.5.2 ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

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

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

designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

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

10.5.7 The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand ($100,000) without the prior written approval of the City.

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

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

10.5.11 Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

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

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

10.5.14 ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation,

reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

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

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

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

10.9.1 it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials,

supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

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

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

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

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

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

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

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

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

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

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

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.15.1 ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

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

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

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

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

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

10.20 ***Claim or Dispute Resolution***

10.20.1 ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20.3. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

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

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

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

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 4/4/22
Deputy City Attorney

John S. Ridilla
Chief Deputy City Attorney

CONSULTANT

By: _____
Tim McCoy, PE, President

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT " H " CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL INFORMATION

100.1 Project Overview Description

The scope of services to be provided under the terms of this agreement progresses the previous contracted 30% design (210213-JH, Rampart Boulevard – Charleston Blvd. to Vegas Dr. Roadway Improvements, approved May 10, 2021), to the final design and preparation of Contract Drawings, Special Provisions, and Construction Cost Estimate for the Rampart Boulevard – Charleston Boulevard to Vegas Drive Roadway Improvements project.

Approximately 2 miles of roadway improvement design includes pavement rehabilitation, inclusion of new bus turnouts and right turn lanes, median reconfigurations and landscaping, traffic signal modifications and related undergrounds, intersection lighting evaluations, smart city and communications infrastructure, sidewalk widening, ADA/PROWAG upgrades, signing and striping.

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.

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

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

100.4 Plan Control and Standards

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

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Regional Transportation Commission of Southern Nevada Policies and Procedures
- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual

- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- Freeway and Arterial System of Transportation (FAST) standards
- National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide
- Guide for Development of Bicycle Facilities (AASHTO)

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

100.6.5 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines.

Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.6 The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

100.6.7 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by 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.

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

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

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

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

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

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

100.6.14 The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review,

approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable in accordance with the terms of this Contract and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

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

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

100.6.17 **Plan and Special Provision Production and Submission**

- All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2018 or newer in accordance with current city of Las Vegas CAD standards, which are found on the city's website.
- The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:
- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model
- Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines
- Surface elements of the design will be designed three-dimensionally
- All curb ramps shall have detailed grading information to show compliance with PROWAG
- Intersection grading shall be provided at a level of detail necessary to allow construction to applicable tolerance
- Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography
- Specifications shall be prepared in City standard format using the software program Microsoft Word 2016 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

- All drawing submittals, submitted by the Consultant will be printed on white bond paper. All full size reproducible copies will be on 24" x 36" sheets and all reduced size reproducible copies shall be on 11"x17" sheets. Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.

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

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

- Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal.

- 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 70% submittal) this work would be paid for in accordance with Section 3.1, 3.2 and 7.2 of this Contract.

    - Section 101 – Preliminary and General Items
    - Section 102 – Not Used
    - Section 103 – 70% Design Phase
    - Section 104 – Not Used
    - Section 105 – 100% Design Phase
    - Section 106 – Bid Phase
    - Section 107 – Not Used
    - Section 108 – Not Used

100.7 Cost Estimates

100.7.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared as directed by the City using the software program Microsoft Excel 2016 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. If the cost estimate is not included in the design submittal, the City will *consider* the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.

100.8 Construction Change Orders

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

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

There may, at times, be a benefit for the consultant to review construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the

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

100.9 Responsibilities of the City

100.9.1 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.

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

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

100.9.4 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

100.10 City's Review Process

100.10.1 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.

100.10.2 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.

100.10.3 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.

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

101 PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

101.1.3 Invoices shall be in the same format and include the same information as specified in the example invoice provided in Exhibit G. The associated certified payrolls and/or time cards shall be included with each invoice. In addition, a copy of the current project schedule must be submitted with each invoice

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

101.1.5 Project Management Software***.*** Upon City request, Consultant shall utilize the City's online project management software for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.2 Consultant shall attend approximately fifteen (15) 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.

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

101.3 Utility and Agency Coordination

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

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

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

- Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks**. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.**
- Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.
- Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

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

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

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

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

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

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

101.3.9 **Deliverables**: Project Plans to be sent to the Utility Companies at each design level (70% and 100%); and final bond with impacted utilities approval signatures.

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project :

- NDOT Encroachment Permit

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. The Consultant shall finalize the NDOT Encroachment Permit applications for improvements at Charleston Boulevard/Rampart Boulevard intersection and Summerlin Parkway/Rampart Boulevard interchange. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

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

101.5 Public Outreach – NOT USED

101.6 Survey

101.6.1 General

- Professional Land Surveyor. All survey work performed for the tasks listed in this section shall be performed under the direct supervision of a Professional Land Surveyor (PLS) currently registered in the State of Nevada, excluding any aerial mapping or LiDAR scanning performed by a third-party vendor.

101.6.2 **Control Survey**

- The control survey prepared during the 30% design phase will be used.

101.6.3 **Topographic Survey**

- The topographic survey developed during the 30% design phase will be used and shall conduct supplemental conventional field survey and update the surface where necessary.

101.6.4 **Utility Survey**

- General. The project may require supplemental utility surveying requested by the design engineer. These surveys shall be based on the project control survey and shall meet the standard accuracy for topographic surveying per 102.1.3 of this document.
- Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as "dips" or "inverts"). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected

from center of cover to center of cover if the center of cover does not represent the center of the manhole. In the case of non-cylindrical (box-shaped) structures and very large pipes or RCB's where directly measuring the pipes are not possible, interior structure scanning will be provided by the City Surveyor whenever requested. **Failure to request this scanning does not excuse inaccurate data.**

- Gas and Water. The design engineer may request measurements to obtain the depths of the top of underground gas and water valve stems (nuts). This information is only valuable to ascertain the minimum depth of the associated piping at that one location. The City will leave the decision on whether to obtain these measurements to the design engineer.
- Utility Potholing and Designating. Any surveying required to locate reference marks placed for utility potholing or designating (AKA line locating or tracing) shall be performed by the primary project surveyor. Surveys performed directly by the potholing/designating contractor or a third-party survey firm will not be permitted.
- Overhead Utility Lines. The design engineer may request measurements to obtain the horizontal and vertical location of overhead utility lines. All efforts shall be made to locate these facilities as accurately as possible both horizontally and vertically. These measurements shall be obtained either using a total station equipped with a reflectorless EDM or by LiDAR scanning. Scanning for this purpose will be provided by the City Surveyor whenever requested.
- **Deliverables:** Prior to completion of the contract all survey data associated with these activities shall submitted to the City.

101.6.5 **Legal Descriptions**

- General. Any legal descriptions required for right-of-way and/or easement acquisitions (or any other property transactions) shall be prepared by the primary project surveyor.
- Format. All legal descriptions shall be formatted as recordable 8.5x11 documents. They shall be prepared as metes and bounds, strip, or other mathematical-type descriptions which allow for the calculation of an accurate and true area. Any existing roadway alignments, right-of-way lines, property lines or easement lines used within the legal description shall have been "surveyed" and incorporated within the project control survey. The legal descriptions shall not contain the purpose of the legal description (i.e., no mentions of right-of-way dedication, traffic signal easement, fire hydrant easement, etc.). They shall be sealed by a Professional Land Surveyor.
- **Deliverables:** All legal descriptions shall be submitted for review. PDF copies are acceptable as preliminary submittals, and hardcopies with original signatures will be requested upon approval. Include copies of any documents referenced in the legal description that predate what can be acquired through the County Assessor's webpage with the initial submittal of any legal description.

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

101.7 Right-of-Way

101.7.1 Consultant shall utilize the existing property lines established and right-of-way drawings prepared during the 30% design phase as a basis for this task.

101.7.2 70% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show all needed right-of-way, easements, AEP's, and license agreements, etc. at the 70% design level. The Consultant shall provide up to twenty (20) legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

101.7.3 Not Used

101.7.4 100% 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, license agreements, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

101.7.5 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.

101.7.6 **Deliverables:** Exhibits at the 70% and 100% submittals as outlined herein; Matrix of Right-of-Way, Easements and AEP status.

101.8 Records Review, Information Research and Analysis of Data

101.8.1 Consultant shall utilize the records, information and data collected during the 30% Design Phase.

101.8.2 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.

101.9 Subsurface Utility Engineering (SUE) Services

101.9.1 **Work Standards**

- Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" (Current Version). A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.
- It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.
- All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor. Surveying activities associated with SUE services shall only be conducted by the surveyor providing control for the project.

101.9.2 **Quality Level D Tasks**

- Conduct appropriate investigations (e.g. owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; needed for clarification.

101.9.3 **Quality Level C Tasks**

- Identify surface features, from project topographic data (if available) and from field observations, which are surface appurtenances of subsurface utilities.
- Survey surface features of subsurface utility facility or systems, if such features have not already been surveyed by a registered professional.
- Survey shall also include determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

101.9.4 **Quality Level B Task*s***

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits and/or to trace a particular utility line or system. QL B to be determined after 70% design; QL B task will be paid for by Additional Services.

101.9.5 **Quality Level A Tasks**

- CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.

- When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
- Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
- Measure and/or record the following information on an appropriately formatted test hole data sheet::
    - For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
    - Elevation of existing grade over utility at test hole.
    - Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
    - Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
    - Approximate centerline bearing of utility line.
    - Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
    - Utility structure material composition, when reasonably ascertainable.
    - Identity of benchmarks used to determine elevations.
    - Utility facility condition.
    - Pavement thickness and type when applicable.
    - Soil type and site conditions.
    - Identity of utility owner/operator.
    - Other pertinent information as is reasonably ascertainable from test hole.
- Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.
- A total of twenty-five (25) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update “Existing Utility Location Plan”, plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- As appropriate, amend the indicated quality level of depicted information

101.9.6 **SUE Deliverables**

- Consultant shall prepare a separate “Existing Utility Location Plan” that clearly depict applicable SUE levels as outlined in CI/ASCE 38-02: “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” American Society of Civil Engineers, 2003. To show at a minimum:
    - Existing rights-of-way
    - Centerlines and control alignments
    - Easements
    - Existing topographical information
    - All utilities within the project limits
    - QL A test hole locations
- Appropriately formatted test hole data sheets as described in QL A tasks above to be included with the final plans.
- Electronic files of the updated “Existing Utility Location Plan” at each regular submittal.

101.10 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 70% Design Phase Submittal:

101.10.1 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.

101.10.2 It is anticipated that the geotechnical report may include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
- Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.
- Perform laboratory testing on samples.
- Identify the corrosive characteristics of the soil.
- Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
- Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
- Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
- Provide recommendation and definition for suitable and unsuitable materials.
- Make recommendations for the treatment and/or removal of unsuitable bearing soils.
- Make recommendations for trench safety during excavation.
- Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.
- Perform up to five (5) borings with a depth of 65 feet. Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.
- Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- Prepare a hydro-geological report in areas where shallow groundwater is discovered.
- Make recommendation for trench patching.
- If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.

101.10.3 Patching of borings will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for the geotechnical report will be based on completed proof of permit close out for said borings.

101.10.4 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

***101.10.6 Deliverables*:** The Consultant shall provide two (2) bound copies of the Geotechnical Report to the City's Representative with the 70% Design Submittal.

101.11 Lighting Analysis

101.11.1 Consultant shall perform lighting analysis in the areas where the existing median light poles are being relocated to back of outside curb and non-standard cross sections to determine lighting spacing requirements.

- **Deliverables:** Submit lighting analysis to the City.

102 30% DESIGN PHASE – NOT USED

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 all items from the previous submittal, and the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Demolition and Removal Plans
- Roadway Plans
- Grading Plans and Details
- Storm Drain Plan and Details for existing manholes and/or drop inlets that are damaged or need to be adjusted and/or relocated that impacted by the proposed improvements.
- Utility Plans including the proposed electrical and water laterals for the irrigation of the median landscaping.
- Traffic Striping and Signing Plans
- Overhead Sign Structure Details
- Street Lighting Plans, including existing traffic lighting
- Traffic Signal Plans, including existing traffic signal infrastructure
- FAST ITS and CLV Smart City communication infrastructure including conduit, pull boxes and fiber optic cable
- Landscaping and Irrigation Plans (for medians between Charleston Boulevard and Summerlin Parkway)

- **Deliverables:** Submit five (5) copies of 11"x17" plans and all associated electronic files to the City: Submit to RTC per agency requirements; 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.

- **Deliverables:** Submit the 70% cost estimate by funding source to the City and RTC in electronic format (excel spreadsheet, pdf format will not be accepted).

***103.1.4* 70% Design Phase Special Provisions – 70% Design Phase Special Provisions** - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

- **Deliverables:** Submit five (5) copies of the bound Special Provisions to the City; Submit to RTC per agency requirements.

103.1.5 **Quality Control/Quality Assurance (QC/QA) Review** to be performed as outlined in 100.6.

- **Deliverables:** Submit QC/QA certification letters. Submit quality assurance review set of plans and quantities of materials.

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 100% submittal.

104 90% DESIGN PHASE – NOT USED

105 100% DESIGN PHASE

105.1 The 100% submittal shall include all the elements of Section 104, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a 100% pre-final (bond) submittal will be made for final comment by the City; and (2) the Consultant will incorporate all comments on the pre-final submittal into the 100% final (bond) submittal. Plan set bond and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-final bond set of the final plans before preparing the final bond set for this project.

105.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit two copies of the 11"x17" plans, all associated electronic files, two 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

105.3 Deliverables for the 100% Final (bond) Submittal: One set of 24" X 36" bond plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate; and electronic copies of all project documents. Submit one copy of the Final Plans to RTC and each of the Utility Companies as required.

106 BID PHASE

106.1 Pre-Bid Conference

106.1.1 The Consultant shall attend the pre-bid conference

106.2 Bid Requests and Responses

106.2.1 Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

106.3 Bid Opening

106.3.1 At the City's request, the Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

106.3.2 The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

107 CONSTRUCTION PHASE - NOT USED

108 POST CONSTRUCTION PHASE - NOT USED

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

200.1.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

200.1.2 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

300.2 Performance Schedule. The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Contract, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 Revised Performance Schedule. If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

301 PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
70% DESIGN PHASE	240	
100% DESIGN PHASE	180	
BID PHASE	30	
TOTAL CALENDAR DAYS TO COMPLETE:	**450**	**** does not include city review time**

302 DESIGN AND PERMITTING SCHEDULE DELAYS

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

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

303 CONSTRUCTION

303.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$752,774.48**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), **times a 3.2 multiplier**, plus approved non-salary expenses identified in Section 7.4 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	$652,774.48	

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

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing direct salaries and subconsultant costs as detailed in Exhibit E. Work performed will be invoiced and paid in accordance with Section Seven.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 16,032.00
101.2	Kick-Off Meeting and Progress Meetings	$ 19,395.20
101.3	Utility and Agency Coordination	$ 21,942.40
101.4	Project Permits	$ 13,360.00
101.6.3	Topographic Survey	$ 16,937.60
101.6.4	Utility Survey	$ 7,302.40
101.7	Right-of-Way	$ 41,024.00
101.8.2	Existing Traffic Signal & Equipment Mapping	$ 9,760.00
101.9	Subsurface Utility Engineering (SUE) Services	$ 49,494.00
101.10	Geotechnical Investigation	$ 27,919.20
101.11	Lighting Analysis	$ 9,971.20
101	**Subtotal Fee**	$ 233,138.00
103	**70% DESIGN PHASE**	
103.1.2	70% Design Phase Plans	$ 228,372.48
103.1.3	70% Design Phase Construction Cost Estimate	$ 7,257.60
103.1.4	70% Design Phase Special Provisions	$ 22,784.00
103.1.5	Quality Control/Quality Assurance Review	$ 8,473.60
103.2	70% Walk Through	$ 5,504.00
103	**Subtotal Fee**	$ 272,391.68
105	**100% DESIGN PHASE**	
105.2	100% Pre-Final (Bond) Submittal	$ 74,582.40
105.3	100% Final (Mylar) Submittal	$ 20,204.80
105	**Subtotal Fee**	$ 94,787.20
106	**BID PHASE**	
106.1	Pre-Bid Conference	$ 1,376.00
106.2	Bid Requests and Responses	$ 7,257.60
106.3	Bid Opening	$ 688.00
106	**Subtotal Fee**	$ 9,321.60
	Total Basic Services Hours	3,320
	Total Basic Services Fee	$ 652,774.48

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	$100,00.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:

- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.
- Traffic Signal Design at Rampart Boulevard/Boca Park Driveway

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.3 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	$137
Associate	$126
Supervising Project Engineer/Manager	$110
Project Manager	$104
Sr. Project Engineer	$84
Project Engineer	$73
Supervising Designer	$67
Senior Designer	$62
Engineering Intern	$53
Designer	$49
Senior CAD Tech	$44
CAD Tech	$40
Clerical	$44
PLS	$76
LSI	$53
2-Man Survey Crew	$105

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

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	**$ 80,000.00**
	Traffic Signal Design @ Boca Driveway	**$ 20,000.00**
	Total Additional Services - Hours	**638**
	Total Additional Services - Fee	**$ 100,000.00**

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 Estimated Travel and per diem expenses are included not-to-exceed the Basic Services Fees, Additional Travel expenses incurred prior to written authorization shall not be considered for reimbursement.

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE**: Gina Venglass, P.E.**

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, P.E.

601 CONSULTANT'S PROJECT STAFF

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

601.2 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): **Tim McCoy, P.E.**

601.3 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Tim McCoy, P.E.

601.4 PROJECT MANAGER: Willie L. Felkins, P.E.

601.4.1 RESPONSIBLE IN CHARGE PERSON:
List name of individual Engineer as licensed: Willie L. Felkins

601.4.2 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 19632

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.

602.2 AERIAL MAPPING: N/A

602.3 ENVIRONMENTAL: N/A

602.4 CIVIL ENGINEER: N/A

602.5 STRUCTURAL ENGINEER: N/A

602.6 MECHANICAL ENGINEER: N/A

602.7 ELECTRICAL ENGINEER: N/A

602.8 LANDSCAPE DESIGN: JW Zunino

602.9 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.10GEOTECHNICAL ENGINEER: Ninyo & Moore

602.11LAND SURVEYOR: N/A

602.12POTHOLING: KCI Technologies, Inc.

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

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

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

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	**PRELIMINARY AND GENERAL ITEMS**	$0.00	$0.00	$0.00	$0.00	$0.00			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
102	**PRELIMINARY DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review, Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	Conceptual Alternatives				$0.00	$0.00			
102.6.1.2	Bridge Conceptual Delsgn and Front Sheet				$0.00	$0.00			
102.6.2	Hydraulic Analysis				$0.00	$0.00			
102.7	Walk Through				$0.00	$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				$0.00	$0.00			
103	**70% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
103.1.1	Design Report and Detailed Hydraulic Analysis NOT USED				$0.00	$0.00			
103.1.2	70% Design Phase Plans				$0.00	$0.00			
103.1.2a	70% Structural Design				$0.00	$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				$0.00	$0.00			
103.1.4	70% Special Provisions-NOT USED				$0.00	$0.00			
103.1.5	ADA/PROWAG Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
103.3	Structures				$0.00	$0.00			
104	**90% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.2a	90% Structural Design				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Final ADA/PROWAG Design Memorandum				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	Bidability and Constructability (B&C)				$0.00	$0.00			
104.5	Finalize Permit Applications				$0.00	$0.00			
105	**100% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
105.1.2	100% Pre-Final (Bond) Submittal				$0.00	$0.00			
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
105.1.3a	Final Structural Design				$0.00	$0.00			
106	**BID PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
107	**CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
108	**POST CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee	$0.00	$0.00						

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

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	$0.00	$0.00	
Authorized Additional Services:	$0.00	$0.00	
Unauthorized Additional Services Remaining:		$0.00	

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

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

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

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 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 South Rainbow Boulevard	**City / ST / Zip:** Las Vegas, NV 89146
Telephone: (702) 804-2000	**EIN or DUNS :** #88-0116703
Block 2: Description / Subject Matter of Contract	
Services for: Rampart Blvd. – Charleston Blvd. to Vegas Dr. Roadway Improvements (Final Design)	**Project Number:** 22.MWA781.D2-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	Tim McCoy, President	1555 S. Rainbow Blvd, Las Vegas NV 89146	(702) 804-2000
2	Heidi Dexheimer, Executive VP	1555 S. Rainbow Blvd, Las Vegas NV 89146	(702) 804-2000
3	Vicki Marjerrison, Executive VP	1555 S. Rainbow Blvd, Las Vegas NV 89146	(702) 804-2000
4	Bob Murnane, Executive VP	1555 S. Rainbow Blvd, Las Vegas NV 89146	(702) 804-2000
5	John Tobin, Executive VP	1555 S. Rainbow Blvd, Las Vegas NV 89146	(702) 804-2000
6	Paul Burn, Senior VP	1555 S. Rainbow Blvd, Las Vegas NV 89146	(702) 804-2000
7	Eric Garner, Senior VP	1555 S. Rainbow Blvd, Las Vegas NV 89146	(702) 804-2000
8	Eric Giles, Senior VP	1555 S. Rainbow Blvd, Las Vegas NV 89146	(702) 804-2000
9	Johnnie Pate, Senior VP	1555 S. Rainbow Blvd, Las Vegas NV 89146	(702) 804-2000
10	Joe Cetrulo, Vice President	1555 S. Rainbow Blvd, 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: 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: ____

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

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

Signature

3/9/2022
Date

Subscribed and sworn to before me this 9 day of March, 2022

Notary Signature

MICHAEL CAMPBELL
Notary Public, State of Nevada
No. 04-89552-1
My Appt. Exp. June 1, 2024

Rev 06.2018

(CONTINUED)

Block 4: Disclosure of Ownership and Principals

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15	Wes Petty, Vice President	1555 S. Rainbow Blvd, Las Vegas, NV 89146	(702) 804-2000
16	David Turner, Vice President	1555 S. Rainbow Blvd, Las Vegas, NV 89146	(702) 804-2000
17	Russ Wonder, Vice President	1555 S. Rainbow Blvd, Las Vegas, NV 89146	(702) 804-2000
18	Employee Stock Ownership Plan	1555 S. Rainbow Blvd, Las Vegas, NV 89146	(702) 804-2000

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Services for: Rampart Blvd. – Charleston Blvd. to Vegas Dr. Roadway Improvements (Final Design)	**Project Number:** 22.MWA781.D2-JH

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

_____
Signature

3/9/2022
Date

Subscribed and sworn to before me this 9 day of March, 2022

_____
Notary Signature

MICHAEL CAMPBELL
Notary Public, State of Nevada
No. 04-89552-1
My Appt. Exp. June 1, 2024

(CONTINUED)

Block 4: Disclosure of Ownership and Principals

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AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
15

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 22.MWA860.D1-JH, Prime Design Services for Paradise Road and St. Louis Avenue - Sahara Avenue to Las Vegas Boulevard - Department of Public Works - Award recommended to: PARSONS TRANSPORTATION GROUP, INC. ($352,113.38 - Road and Flood Capital Projects Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $352,113.38
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for 30 percent level design plans for contract drawings, special provisions, and construction cost estimates for the roadway improvements along Paradise Road between Sahara Avenue and St. Louis Avenue, and along St. Louis Avenue to connect to Las Vegas Boulevard. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Parsons Transportation Group, Inc. has a local office in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 22.MWA860.D1-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
PARADISE ROAD AND ST. LOUIS AVENUE – SAHARA AVENUE TO LAS VEGAS BOULEVARD

THIS CONTRACT is made and entered into this _____ day of _____, 2022, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **Parsons Transportation Group Inc**., (the "Consultant"), a Corporation, whose address is 5875 Trinity Parkway, #300, Centerville, VA, 20120.

PROJECT DESCRIPTION: The scope consists of 30% level design plans for roadway improvements along Paradise Road between Sahara Avenue and St. Louis Avenue and along the St. Louis to connect to Las Vegas Boulevard.

W I T N E S S E T H:

WHEREAS, the City intends to perform preliminary design for PARADISE ROAD AND ST. LOUIS AVENUE – SAHARA AVENUE TO LAS VEGAS BOULEVARD (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

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

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

Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

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

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

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

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

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

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

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

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

1.8.2 ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

2.0 CITY RESPONSIBILITIES

2.1 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

2.2 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without

limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

3.2 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 and 10.20.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:

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

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

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

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

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

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

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

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

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

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

7.5 ***Payment Invoicing.*** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.

7.6 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City

Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

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

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on work performed and accepted by the City, earned as of the

effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

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

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
10.3.1.2 (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or
10.3.1.4 fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

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

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

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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20. In the event that the City elects to implement 10.3.1.2 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

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

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

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

10.4.1 ***Delivery of Documents.***

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

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

10.4.2 ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent

of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

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

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

10.5.2 ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

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

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

designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

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

10.5.7 The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand ($100,000) without the prior written approval of the City.

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

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

10.5.11 Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

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

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

10.5.14 ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation,

reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

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

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

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

10.9.1 it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials,

supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

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

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

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

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

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

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

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

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

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

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

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.15.1 ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

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

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

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

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

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

10.20 ***Claim or Dispute Resolution***

10.20.1 ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20.3. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

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

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

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

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 4/4/22
Deputy City Attorney

John S. Ridilla
Chief Deputy City Attorney

CONSULTANT – PARSONS TRANSPORTATION GROUP, INC.

By: _____
Anthony R. Marcello, Vice President

LIST OF EXHIBITS

EXHIBIT " A "SCOPE OF SERVICES

EXHIBIT " B "REQUIRED SUBMITTALS

EXHIBIT " C "PERFORMANCE SCHEDULE

EXHIBIT " D "FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT " H " CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL INFORMATION

100.1 Project Overview Description

The project consists of full depth pavement reconstruction of Paradise Road and St. Louis Avenue from Sahara Avenue to Las Vegas Boulevard including signing and striping. In addition to pavement reconstruction, ADA/PROWAG accessibility will be evaluated (driveways, pedestrian ramps, clearance around hydrants and streetlights) and upgraded along the entire project corridor. The traffic signals at the intersections of Paradise Road/Sahara Avenue and Paradise Road/ St. Louis Avenue will be completely replaced.

Scope items found in sections 100 and 101 pertaining to work after the 30% design level shall be considered not applicable and not required as a part of this contract.

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.

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

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

100.4 Plan Control and Standards

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

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Regional Transportation Commission of Southern Nevada Policies and Procedures
- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition

- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- Freeway and Arterial System of Transportation (FAST) standards
- National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

100.6.6 The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

100.6.7 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by 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.

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

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

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

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

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

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

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

Consultant shall remain liable in accordance with the terms of this Contract and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

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

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

100.6.17 **Plan and Special Provision Production and Submission**

- All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2018 or newer in accordance with current city of Las Vegas CAD standards, which are found on the city's website.
- The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:
- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model
- Three-dimensional grading where more site- specific information is required will be accomplished using Feature Lines
- Surface elements of the design will be designed three-dimensionally
- All curb ramps shall have detailed grading information to show compliance with PROWAG
- Intersection grading shall be provided at a level of detail necessary to allow construction to applicable tolerance
- Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography
- Specifications shall be prepared in City standard format using the software program Microsoft Word 2016 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

- All drawing submittals, submitted by the Consultant will be printed on white bond paper. All full size reproducible copies will be on 24" x 36" sheets and all reduced size reproducible copies shall be on 11"x17" sheets. Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.

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

- For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will 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 using a cloud-based file sharing link or an external thumb drive, or other electronic media that can be read by any industry standard hardware. If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.

- Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal.

- 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 3.1, 3.2 and 7.2 of this Contract.

    - Section 101 – Preliminary and General Items
    - Section 102 – 30% Design Phase
    - Section 103 – 70% Design Phase **(Not Used)**
    - Section 104 – 90% Design Phase **(Not Used)**
    - Section 105 – 100% Design Phase **(Not Used)**
    - Section 106 – Bid Phase **(Not Used)**
    - Section 107 – Construction Phase **(Not Used)**
    - Section 108 – Post Construction Phase **(Not Used)**

100.7 Cost Estimates

100.7.1 The Consultant shall prepare and provide a detailed 30% level Construction Cost Estimate with the 30% deliverable. The cost estimate shall be prepared as directed by the City using the software program Microsoft Excel 2016 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant shall incorporate appropriate contingencies based on the 30% 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.

100.8 Construction Change Orders

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

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

There may, at times, be a benefit for the consultant to review construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of

codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible construction change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final construction change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the construction change order), advance notice to the consultant is not always possible or practical. And, in fact, potential construction change order work, including force account work, is sometimes allowed to proceed prior to any construction change order being drafted or reason code applied by City.

100.9 Responsibilities of the City

100.9.1 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.

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

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

100.9.4 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

100.10 City's Review Process

100.10.1 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.

100.10.2 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.

100.10.3 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.

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

101 PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

101.1.3 Invoices shall be in the same format and include the same information as specified in the example invoice provided in Exhibit G. The associated certified payrolls and/or time cards shall be included with each invoice. In addition, a copy of the current project schedule must be submitted with each invoice

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

101.1.5 Project Management Software***.*** Upon City request, Consultant shall utilize the City's online project management software for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.2 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.

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

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type

of facilities owned by that Utility. The Consultant shall perform Subsurface Utility Engineering (SUE) as identified herein, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

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

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Utility base drawing will be developed within the SUE Task.

- Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks**. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.**
- Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.
- Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

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

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30% submittal.

101.3.5 **(Not Used)**

101.3.6 **(Not Used)**

101.3.7 **(Not Used)**

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 the 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 :

- Clark County Offsite Permit

101.4.3 **(Not Used)**

101.5 (Not Used)

101.6 Pavement Assessment The consultant shall perform a site reconnaissance of the project to visually evaluate the condition of the pavement and provide an existing condition pavement evaluation. The evaluation will consist of description and locations of distressed and cracking pavement.

- **Deliverables**: Pavement evaluation will be included with Geotechnical Investigation Report.

101.7 Existing Lighting Inventory The consultant shall perform a field survey to inventory the existing roadway lighting. The survey shall record the condition of the existing light poles, fixtures, electrical service location and any non-lighting features attached to the light pole. This inventory does not include illumination or other electrical calculations of the existing roadway lighting system.

- **Deliverables**: Technical Memo of the inventory of existing lighting and condition of existing facilities. 30% traffic lighting plans showing existing facilities and proposed improvements.

101.8 Existing Traffic Sign Inventory The consultant shall perform a field survey of the existing traffic signs. The survey shall record the type, size and condition of the signs

- **Deliverables**: Technical memo of the inventory of existing traffic signs. 30% signing and striping plans plans with existing sign locations, new sign location if sign is being replaced and/or relocated.

101.9 PROWAG Technical Memo The consultant shall perform a field survey of the existing pedestrian sidewalk ramps, driveways, clearance around hydrants/streetlights for compliance with ADA and PROWAG requirements.

- **Deliverables**: Technical memorandum of the inventory of existing sidewalk ramps, driveway and clearance around hydrants/streetlights. 30% roadway plans with proposed improvement to bring the project corridor into compliance with PROWAG requirements.

101.10 Traffic Data Collection The consultant shall collect bidirectional traffic counts at two locations. On Paradise Rd. between Sahara Ave. and St. Louis Ave. and on St. Louis Ave. between Las Vegas Blvd and Paradise Rd. The counts will be conducted for a 96-hour period on the weekday (Tuesday, Wednesday, Thursday) and one Saturday. Vehicles will be classified in accordance with FHWA classification guidelines. The consultant shall utilize the traffic counts to determine the current AADT with percentage of trucks and also project the AADT with percentage of trucks forward 20 years to be utilized in the roadway pavement design.

- **Deliverables**: Technical Memorandum summarizing the collected traffic data and AADT.

102 30% DESIGN PHASE

102.1 Survey

102.1.1 **General**

- Professional Land Surveyor. All survey work performed for the tasks listed in this section shall be performed under the direct supervision of a Professional Land Surveyor (PLS) currently registered in the State of Nevada, excluding any aerial mapping or LiDAR scanning performed by a third-party vendor.

102.1.2 **Control Survey**

- General. A control survey will be performed to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. This will include all control panels/targets set for the purpose of aerial mapping or LiDAR scanning.
- Horizontal Coordinate System. The control survey shall utilize the official City of Las Vegas horizontal coordinate system defined as follows. The geodetic datum and current reference frame is NAD 83 (2011) epoch 2010.0 as determined by the reference stations that comprise the Las Vegas Valley Water District GPS network. The use of any other geodetic datum and reference frame will require approval of the City Surveyor. The mapping projection 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. For more detailed information on the datum, GPS network and NCRS please visit the following webpage: lasvegasnevada.gov/survey**.**
- Vertical Control. The control survey shall utilize the official City of Las Vegas Vertical Control Network defined as follows. The vertical datum is NAVD88 as adjusted by the City in 2008, referred to as the CLV 2008 Adjustment. The Control Network is comprised of City of Las Vegas benchmarks. Only benchmarks with a published CLV 2008 Adjustment elevation shall be used. For more detailed information on the benchmarks please visit the following webpage: lasvegasnevada.gov/survey. Large projects that extend more than one-half mile in any direction shall be tied to multiple benchmarks, with no portion of the project being more than one-half mile from a project benchmark.
- Accuracy. The control survey shall have an absolute horizontal accuracy of +/- 0.05 feet relative to the project coordinate system, which meets positional certainty requirements for High Urban Land Boundary Surveys per NAC 625.666. All points used to control aerial mapping, lidar scanning and traditional optical survey methods shall have an absolute vertical accuracy of +/- 0.05 feet (relative to the project benchmarks), as permitted by the positional certainty requirements for Control Surveys per NAC 625.666.
- Boundary Control. The control survey shall incorporate sufficient survey monumentation to establish the following cadastral linework: 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 any other pertinent records shall be performed.
- Monumentation. All roadway centerline and Public Lands Survey System (PLSS) monuments within the limits of the project's proposed construction activities (not already included as part of the boundary control survey) shall be incorporated within the control survey.
- Survey Control Map. A Survey Control Map shall be prepared showing all horizontal control, vertical control and boundary control monuments included in the control survey with the relevant horizontal coordinates and elevations annotated. It shall also show all roadway alignments, right-of-way lines, property lines and easement lines established for the project along with all necessary annotation to describe the geometry of this linework.
- Record-of-Survey. Unless waived by the City Surveyor the Survey Control Map shall be formatted as a Record-of-Survey. If the Record-of-Survey requirement was waived, the completed Survey Control Map shall be formatted as specific plan sheet(s) to be sealed by the PLS.
- **Deliverables: The control survey shall be submitted and approved before the 30% design submittal will be accepted.** The "Control Survey Submittal" shall include: (1) a preliminary PDF file of the completed Survey Control Map (record-of-survey or plan sheets); (2) a CAD file containing all cadastral linework; (3) a point file containing all survey control points if not contained in the CAD file; (4) all field raw data files and field notes pertaining to the control survey.

102.1.3 **Topographic Survey**

- General. Based on the project control survey a topographic survey of all surface features within the project limits will be performed to serve as the base model for all engineering design. The topographic survey will consist of two primary components, 2D planimetrics of existing features and a 3D digital terrain model (DTM).
- Standard Accuracy. Except when authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.1 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have an absolute vertical accuracy of +/- 0.1 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.05 feet between any two points within 100 feet of each other.

- Accuracy with Aerial Mapping. When authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.3 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have a relative horizontal accuracy of +/- 0.1 feet between any two points within 100 feet of each other. The survey shall have an absolute vertical accuracy of +/- 0.5 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.1 feet between any two points within 100 feet of each other.
- Verification. Sufficient verification check measurements shall be performed to ensure the survey data meets required accuracies. This applies to aerial mapping and LiDAR scanning data obtained from a third party vendor, as well as all data obtained through field measurements.
- Limits of Survey. The design engineer shall provide detailed topographic survey limits including any areas outside the right-of-way and/or behind the back of walk. If survey is required within an enclosed area on private property, permission for access shall be obtained by the design engineer. The project may require multiple noncontiguous survey areas.
- Topographic Features. The following surface features are to be included (but not limited to): curbs, gutters, pavement edges, gradebreaks (improved and unimproved surfaces), traffic markings, signs, walls, fences, buildings, vegetation, manholes, vaults, pullboxes, pedestals, utility poles, drop inlets, and street and park furniture.
- Planimetrics Content and Level of Detail. The planimetrics data shall at a minimum indicate the following information about all topographic features within the requested survey limits: curb widths, wall and fence type, wall widths, gate locations, ground surface types (e.g., concrete, asphalt, concrete pavers, grass, decorative rock, etc.), identification of all utility features (if possible), defined boundaries of all surface utilities larger than 2.5 feet in either direction (vaults, cabinets, etc.), building footprints (not envelopes), and complete pavement markings. **These requirements also apply to any areas where aerial mapping has been authorized**.
- DTM Structure and Level of Detail. The survey for the existing ground DTM shall include all gradebreaks modeled as breaklines within the survey limits including the following: breaklines that define the wings and backs of sidewalk ramps and driveways, the top and bottom of curb faces, lip of gutters, pavement edges, steps, top and toe of slopes, and flowlines. All breaklines shall be measured at minimum 50 foot intervals. In areas with very little slope tighter intervals may be necessary. The DTM shall also include spot elevations to determine all high and low points, and sufficient spot elevations to define relatively flat areas measured at minimum 50 foot grid intervals. In areas with very little slope tighter intervals may be necessary. No data shall be visible outside the surveyed area, including "voids" within buildings or large structure where no survey measurements were obtained. This can be accomplished using interior and exterior surface boundaries within Civil 3D. The DTM shall be presented as a single Civil 3D surface object, even if there are separated survey areas, so only a single existing ground DTM has to be referenced by the design engineer. This can be accomplished using hide and show boundaries within Civil 3D. **These requirements also apply to any areas where aerial mapping has been authorized.**
- Remote Mapping. All data captured through LiDAR scanning, photogrammetric drone mapping, and when authorized, manned aerial mapping is to be completely combined with all field survey data. Separate files containing data from different collection methods will not be accepted.
- **Deliverables:** The topographic survey files shall be incorporated into the 30% Design submittal and include: (1) A CAD file containing the survey planimetrics (2D linework and symbology); (2) A CAD file containing the existing ground DTM represented as a single Civil 3D surface; (3) all field raw data files, field notes, field survey points, raw aerial mapping CAD files, LiDAR point clouds, photogrammetric drone image files, and all ground control data used for any remote (aerial, LiDAR, drone) mapping methods. These files are to be prepared under the supervision of the project's Professional Land Surveyor unless prepared by a third-party remote mapping vendor.

102.1.4 **Utility Survey**

- General. The project may require supplemental utility surveying requested by the design engineer. These surveys shall be based on the project control survey and shall meet the standard accuracy for topographic surveying per 102.1.3 of this document.
- Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as "dips" or "inverts"). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This

includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected from center of cover to center of cover if the center of cover does not represent the center of the manhole. In the case of non-cylindrical (box-shaped) structures and very large pipes or RCB's where directly measuring the pipes are not possible, interior structure scanning will be provided by the City Surveyor whenever requested. **Failure to request this scanning does not excuse inaccurate data.**

- Gas and Water. The design engineer may request measurements to obtain the depths of the top of underground gas and water valve stems (nuts). This information is only valuable to ascertain the minimum depth of the associated piping at that one location. The City will leave the decision on whether to obtain these measurements to the design engineer.
- Utility Potholing and Designating. Any surveying required to locate reference marks placed for utility potholing or designating (AKA line locating or tracing) shall be performed by the primary project surveyor. Surveys performed directly by the potholing/designating contractor or a third-party survey firm will not be permitted.
- Overhead Utility Lines. The design engineer may request measurements to obtain the horizontal and vertical location of overhead utility lines. All efforts shall be made to locate these facilities as accurately as possible both horizontally and vertically. These measurements shall be obtained either using a total station equipped with a reflectorless EDM or by LiDAR scanning. Scanning for this purpose will be provided by the City Surveyor whenever requested.
- **Deliverables:** Prior to completion of the contract all survey data associated with these activities shall submitted to the City.

102.1.5 **Legal Descriptions (Not Used)**

- General. Any legal descriptions required for right-of-way and/or easement acquisitions (or any other property transactions) shall be prepared by the primary project surveyor.
- Format. All legal descriptions shall be formatted as recordable 8.5x11 documents. They shall be prepared as metes and bounds, strip, or other mathematical-type descriptions which allow for the calculation of an accurate and true area. Any existing roadway alignments, right-of-way lines, property lines or easement lines used within the legal description shall have been "surveyed" and incorporated within the project control survey. The legal descriptions shall not contain the purpose of the legal description (i.e., no mentions of right-of-way dedication, traffic signal easement, fire hydrant easement, etc.). They shall be sealed by a Professional Land Surveyor.
- **Deliverables:** All legal descriptions shall be submitted for review. PDF copies are acceptable as preliminary submittals, and hardcopies with original signatures will be requested upon approval. Include copies of any documents referenced in the legal description that predate what can be acquired through the County Assessor's webpage with the initial submittal of any legal description.

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

102.2 Right-of-Way

102.2.1 Consultant's professional land surveyor (Surveyor) will thoroughly conduct research of all available public records necessary to identify and establish the right-of-way limits. This shall include an investigation of all applicable Bureau of Land Management (BLM) files located at their Las Vegas Field Office whenever any portion of the proposed project area occupies BLM property. When available the City shall provide right-of-way records, studies and other available information. Surveyor will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements.

102.2.2 **(Not Used)** Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and AEPs to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 30% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show the project and identify all existing right-of-way, existing easements, and license agreements. 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 **Deliverables:** Exhibits at the 30% depicting existing and proposed right-of-way acquisition, easements and AEPs.

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.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 **Work Standards**

- Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" (Current Version). A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.
- It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.
- All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor. Surveying activities associated with SUE services shall only be conducted by the surveyor providing control for the project.

102.4.2 **Quality Level D Tasks**

- Conduct appropriate investigations (e.g. owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; needed for clarification.

102.4.3 **Quality Level C Tasks**

- Identify surface features, from project topographic data (if available) and from field observations, which are surface appurtenances of subsurface utilities.
- Survey surface features of subsurface utility facility or systems, if such features have not already been surveyed by a registered professional.

- Survey shall also include determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface uitlities, furnished by utility owners for design purposes.

102.4.4 **Quality Level B Tasks (Not Used)**

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits and/or to trace a particular utility line or system. QL B to be determined after 30% design; QL B task will be paid for by Additional Services.

102.4.5 **Quality Level A Tasks (Not Used)**

- CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.
- When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
- Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
- Measure and/or record the following information on an appropriately formatted test hole data sheet::
    - For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
    - Elevation of existing grade over utility at test hole.
    - Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
    - Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
    - Approximate centerline bearing of utility line.
    - Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
    - Utility structure material composition, when reasonably ascertainable.
    - Identity of benchmarks used to determine elevations.
    - Utility facility condition.
    - Pavement thickness and type when applicable.
    - Soil type and site conditions.
    - Identity of utility owner/operator.
    - Other pertinent information as is reasonably ascertainable from test hole.
- Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.
- Potholes are not anticipated to be performed for this Project for the 30% design. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update “Existing Utility Location Plan”, plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- As appropriate, amend the indicated quality level of depicted information

102.4.6 **SUE Deliverables**

- Consultant shall prepare a separate “Existing Utility Location Plan” that clearly depict applicable SUE levels as outlined in CI/ASCE 38-02: “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” American Society of Civil Engineers, 2003. To show at a minimum:

- Existing rights-of-way
- Centerlines and control alignments
- Easements
- Existing topographical information
- All utilities within the project limits

- Electronic files of the updated "Existing Utility Location Plan" at each regular submittal.

102.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal:

102.5.1 The Geotechnical Report is a compilation of geotechnical information about the Project site discovered during investigations. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Report shall be made available to bidders for informational purposes only. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

102.5.2 It is anticipated that the geotechnical report may include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
- Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.
- Perform laboratory testing on samples.
- Identify the corrosive characteristics of the soil.
- Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
- Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
- Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
- Provide recommendation and definition for suitable and unsuitable materials.
- Make recommendations for the treatment and/or removal of unsuitable bearing soils.
- Make recommendations for trench safety during excavation.
- Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.
- Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.
- Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- Prepare a hydro-geological report in areas where shallow groundwater is discovered.
- Make recommendation for trench patching.
- If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.

102.5.3 Patching of borings will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for the geotechnical report will be based on completed proof of permit close out for said borings.

102.5.4 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

***Deliverables*:** The Consultant shall provide two (2) bound copies 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 Concrete Pavement Design The consultant shall prepare an alternate concrete pavement design for St. Louis Ave and prepare a cost analysis of reconstructing the roadway with concrete pavement in lieu of asphalt concrete pavement. The limits of the alternative concrete pavement analysis will on St. Louis between Las Vegas Blvd and Pardise.

Deliverables: Technical Memorandum with estimated quantities and costs for reconstructing the roadway with concrete pavement vs asphalt concrete pavement including roadway and pavement cross sections.

102.7 Intersection Alternatives at St. Louis The consultant shall prepare up to three (3) conceptual alternatives for the channelizing islands at the intersection of Paradise Rd. and St. Louis Ave. The alternatives will evaluate potential improvements to site visibility, turning radius and entry/exit angles. AutoTurn movements will be reviewed and provided for each alternative utilizing a WB-40 as the design vehicle. The alternative concept exhibits will be provided as a pdf to the City Representative in standard plan sheet format. The consultant shall attend one (1) virtual design workshop to present the alternatives and select a preferred alternative. The consultant shall prepare an agenda and exhibits for the workshop. The preferred alternative will be advanced to the 30% design plan submittal.

Deliverables: Plan sheets of alternatives in pdf format.

102.8 Median Aesthetic Alternatives The consultant shall prepare up to three (3) conceptual designs for non-vegetative aesthetic enhancements for medians and channelizing islands. The consultant shall evaluate placement of additional raised medians in Paradise Rd between Sahara Ave and St. Louis Ave. The conceptual designs will be provided as a pdf and hard copy to the City Representative in a roll plot format. The consultant shall attend one (1) virtual design workshop to present the alternative concepts and select a preferred alternative. The consultant shall prepare an agenda and exhibits for the workshop. Based the concept selected, areas identified as available for aesthetic treatments will be advanced to the 30% design plan submittal.

Deliverables: Hard copy and pdf roll plots of the conceptual designs.

102.9 30% Design Phase Submittal

***102.9.1* 30% Design Phase Plans**

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Horizontal Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Utility Plans
- Existing Utility Location Plan (SUE Plans)
- ITS Conduit Plan
- Traffic Striping and Signing Plans
- Traffic Lighting Plans, including existing traffic lighting
- Traffic Signal Plans, including existing traffic signal infrastructure
- Median and Channelizing Island Aesthetic Plans

- ***Deliverables*:** Submit five (5) copies of 11"x17" plans and all associated electronic files to the City; Submit copies of 30% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. Submit five (5) copies and electronic pdf of the 30% level Construction Cost Estimate per section 100.7.

102.9.2 **Comment Resolution Meeting:** The Consultant shall review comments received from the City on the 30% submittal and schedule a comment resolution meeting with the City to discuss and resolve comments. The comment resolution meeting will be held as a virtual meeting.

102.9.3 **(Not Used)**

102.9.4 **Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.6**

***Deliverables*:** Submit QC/QA certification letter. Submit quality assurance review set of plans, quantities of materials as applicable.

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

200.1.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

200.1.2 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

300.2 Performance Schedule. The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Contract, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 Revised Performance Schedule. If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

301 PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	300	
TOTAL CALENDAR DAYS TO COMPLETE:	**300**	

302 DESIGN AND PERMITTING SCHEDULE DELAYS

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

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

303 CONSTRUCTION

303.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$352,113.38**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), **times a multiplier of 2.7**, plus approved non-salary expenses identified in Section 7.4 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	$322,502.21	

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.

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	$29,611.17	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:

- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.

END OF EXHIBIT "D"

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 30,007.80
101.2	Kick-Off Meeting and Progress Meetings	$ 13,702.39
101.3	Utility and Agency Coordination	$ 3,226.45
101.6	Existing Pavement Evaluation	$ 1,500.00
101.7	Existing Lighting Inventory	$ 3,321.86
101.8	Existing Traffic Sign Inventory	$ 2,461.10
101.9	PROWAG Technical Memo	$ 7,560.97
101.10	Traffic Data Collection	$ 6,406.29
101	**Subtotal Fee**	$ 68,186.87
102	**30% DESIGN PHASE**	
102.1.2	Control Survey	$ 36,465.00
102.1.3	Topographic Survey	$ 11,533.00
102.1.4	Utility Survey	$ 3,905.00
102.2	Right-of-Way	$ 10,037.89
102.3	Records Review, Information Research and Analysis of Data	$ 2,645.78
102.3.4	Existing Traffic Signal & Equipment Mapping	$ 1,721.52
102.4	Subsurface Utility Engineering (SUE) Services Quality Level C and D	$ 6,447.60
102.5	Geotechnical Investigation	$ 14,000.00
102.6	Concrete Pavement Design	$ 7,310.47
102.7	Intersection Alternatives at St. Louis	$ 12,781.58
102.8	Median Aesthetic Alternatives	$ 12,688.49
102.9.1	30% Design Phase Plans	$ 101,535.63
102.9.2	30% Comment Resolution Meeting	$ 5,701.43
		$ -
	30% Design Phase Construction Cost Estimate	$ 14,499.65
102.9.4	Quality Control/Quality Assurance Review	$ 13,042.30
102	**Subtotal Fee**	$ 254,315.34
	Total Basic Services Hours	1,469
	Total Basic Services Fee	$ 322,502.21

COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.3 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**
Project Manager	$113
Sr. Project Engineer	$68
Senior Engineer	$52
Traffic and Signal Designer	$59
Signal and Electrical Designer I	$57
Signal and Electrical Designer II	$72
CADD Designer	$65
Landscape Architect	$81
Landscape Designer	$48
Engineering Intern	$25
Clerical	$46
Pavement Design Specialists	$125

501 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	**SUBMITTALS**	**SCHEDULE IMPACT**	**FIXED FEE**
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	**$ 29,611.17**
	Total Additional Services - Hours	**170**
	Total Additional Services - Fee	**$ 29,611.17**

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 Estimated Travel and per diem expenses are included not-to-exceed the Basic Services Fees, Additional Travel expenses incurred prior to written authorization shall not be considered for reimbursement.

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

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

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

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: **Gina Venglass, PE**

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, PE

601 CONSULTANT'S PROJECT STAFF

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

601.2 CONSULTANT REPRESENTATIVE: **Michael L. Lanning, PE**

601.3 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Anthony Marcello

601.4 PROJECT MANAGER: Michael L. Lanning, PE

601.4.1 RESPONSIBLE IN CHARGE PERSON:
List name of individual Engineer as licensed: Michael L. Lanning, PE

601.4.2 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 18620

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.

602.2 AERIAL MAPPING: Aerotech Mapping, Inc. (as subconsultant to WMK)

602.3 ENVIRONMENTAL: Not Used

602.4 CIVIL ENGINEER: Not Used

602.5 STRUCTURAL ENGINEER: Not Used

602.6 MECHANICAL ENGINEER: Not Used

602.7 ELECTRICAL ENGINEER: Not Used

602.8 TRAFFIC COUNT DATA COLLECTION: Silver State Traffic

602.9 INDEPENDENT COST ESTIMATOR (NOT the Consultant): Not Used

602.10GEOTECHNICAL ENGINEER: Geotechnical & Environmental Services, Inc. (GES)

602.11LAND SURVEYOR: Wallace Morris, Kline Surveying. LLC (WMK)

602.12POTHOLING: Not Used

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

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

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

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	**PRELIMINARY AND GENERAL ITEMS**	$0.00	$0.00	$0.00	$0.00	$0.00			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
102	**PRELIMINARY DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review, Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	Conceptual Alternatives				$0.00	$0.00			
102.6.1.2	Bridge Conceptual Delsgn and Front Sheet				$0.00	$0.00			
102.6.2	Hydraulic Analysis				$0.00	$0.00			
102.7	Walk Through				$0.00	$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				$0.00	$0.00			
103	**70% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
103.1.1	Design Report and Detailed Hydraulic Analysis NOT USED				$0.00	$0.00			
103.1.2	70% Design Phase Plans				$0.00	$0.00			
103.1.2a	70% Structural Design				$0.00	$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				$0.00	$0.00			
103.1.4	70% Special Provisions-NOT USED				$0.00	$0.00			
103.1.5	ADA/PROWAG Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
103.3	Structures				$0.00	$0.00			
104	**90% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.2a	90% Structural Design				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Final ADA/PROWAG Design Memorandum				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	Bidability and Constructability (B&C)				$0.00	$0.00			
104.5	Finalize Permit Applications				$0.00	$0.00			
105	**100% DESIGN PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
105.1.2	100% Pre-Final (Bond) Submittal				$0.00	$0.00			
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
105.1.3a	Final Structural Design				$0.00	$0.00			
106	**BID PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
107	**CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
108	**POST CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee	$0.00	$0.00						

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

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	$0.00	$0.00	
Authorized Additional Services:	$0.00	$0.00	
Unauthorized Additional Services Remaining:		$0.00	

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

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

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

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 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: Parsons Transportation Group Inc.	
Address: 6671 S. Las Vegas Boulevard, Suite 210	**City / ST / Zip:** Las Vegas, NV 89119
Telephone: 702-789-2000	**EIN or DUNS :** 36-0982270
Block 2: Description / Subject Matter of Contract	
Services for: Paradise Rd. – St Louis Ave. (Sahara Ave. to Las Vegas Blvd.	**Project Number: 22.MWA860.D1-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	Parsons Construction Group Inc	1499 W. 120th Ave., Suite 200, Westminster, CO 80234	303-566-1140
2	Parsons Corporation	5875 Trinity Parkway, Suite 300, Centerville, VA 20120	703-988-8500
3	**Parsons Transportation Group Inc.** is a wholly-owned subsidiary of **Parsons Construction Group Inc.** a wholly-owned subsidiary of Parsons Corporation. **Parsons Corporation** is a publicly traded company on the New York Stock Exchange under the ticker symbol PSN. SEE ATTACHMENT FOR LIST OF PRINCIPALS AND OFFICERS		
4			
5			

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: 4

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

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

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

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

Anthony R. Marcello
Signature

3/22/2022
Date

Name: Anthony R. Marcello

Title: Vice President

Date: 3/22/2022

Subscribed and sworn to before me this 22nd day of March, 2022

Christopher Hall
Notary Signature

CHRISTOPHER E HALL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214038599
MY COMMISSION EXPIRES 09/29/2025

DISCLOSURE OF OWNERSHIP/PRINCIPALS - CONTINUATION - Block 4

Parsons Construction Group Inc.
Parsons Corporation
Parsons Transportation Group Inc. is a wholly-owned subsidiary of Parsons Construction Group Inc. which is a wholly-owned sibsidiary of Parsons Corporation. Parsons Corporation is a publicly traded company on the New York Stock Exchange under the ticker symbol PSN.

PARSONS EXECUTIVE OFFICERS AND DIRECTORS 3/15/21			
FULL NAME	TITLE	BUSINESS ADDRESS	% Owned (PRINCIPAL or OFFICER)
Adams, Garold B.	Executive Vice President	--	N/A
Advani, Pierre	Vice President	13 Rue Camille Desmoulins 92441 Issy-Les-Moulineaux Paris, France	N/A
Ahmed, Ali	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Ahmed, Haroon	Senior Vice President	--	N/A
Armstrong, Scott	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Astell, Nigel	Vice President	8618 Westwood Center Drive, Suite 450 Tysons Corner, Virginia 22182	N/A
Ayala, David M.	Vice President	101 West Ohio Street Indianapolis, Indiana 46204	N/A
Ball, George L.	Executive Vice President, Director	10460 E. Horizon Dr. Scottsdale, Arizona 85262	N/A
Barta, Rena	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A
Beach, Matthew	Executive Vice President	1422 S. Tryon Street, Suite 700 Charlotte, North Carolina 28203	N/A
Bergstrom, Todd	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Betancourt, Jose	Vice President	--	N/A
Bhattacharyya, Saurabh	Vice President	3577 Parkway Lane Building V, Suite 100 Peachtree Corners, Georgia 30092	N/A
Boson, Martin	Senior Vice President	--	N/A
Braband, Elizabeth	Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Brahm, Joseph	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Briggs, Mark	Senior Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Brooks, Patrick C.	Senior Vice President	5875 Trinity Parkway, Suite 300 Centreville, Virginia 20120	N/A
Bruschi, Maria G.	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A
Burgess, Nathan E.	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Butler, Michael	Vice President	2751 John Street Markham, Ontario L3R 2Y8	N/A
Calvagna, Christopher	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A
Campbell-Wilson, Catherine	Senior Vice President	625 Cochrane Drive, Suite 500 Markham, Ontario L3R 9R9	N/A
Cedeno, Eddie	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Clark, Thomas S.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Colangelo, Lori	Vice President	555 12th Street, Suite 1850 Oakland, California 94607	N/A
Condell, Seth	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A

PARSONS EXECUTIVE OFFICERS AND DIRECTORS 3/15/21			
FULL NAME	TITLE	BUSINESS ADDRESS	% Owned (PRINCIPAL or OFFICER)
Cordone, Leslie	Vice President	301 Plainfield Road Salinas Building III, Suite 350 Syracuse, New York 13212	N/A
Cowan, Darcy R.	Vice President	625 Cochrane Drive, Suite 300 Markham, Ontario L3R 9R9	N/A
Cronin-North, Mary	Senior Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Curry, Kenneth	Vice President	4710 Kingsway, 23rd Floor Burnaby, British Columbia V5H 4N2	N/A
Dalvi, Ashay V.	Vice President / Assistant Secretary / Assistant Treasurer	–	N/A
Dickman, Paul A.	Vice President	222 S. Mill Avenue, Suite 220 Tempe, Arizona 85281	N/A
Dooley, William	Assistant Secretary	1301 West President George Bush Hwy Richardson, Texas 75080	N/A
Elkey, William E.	Vice President	960 Mapunapuna Street, Suite 200 Honolulu, Hawaii 96819	N/A
Evenson, Kathleen L.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Fialkowski, Mark C.	Executive Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Fielder, Jeffrey A.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Gardener, Gretchen	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Gastoni, Vincent T.	Vice President	45 South 7th Street, Suite 2750 Minneapolis, Minnesota 55402	N/A
Grebner, Timothy R.	Vice President	3200 E. Guasti Road, Suite 200 Ontario, California 91761	N/A
Green, Shelley D.	Vice President, Treasurer	100 West Walnut Street Pasadena, CA 91124	N/A
Haines, Steven R.	Assistant Secretary	1776 Lincoln Street, Suite 600 Denver, Colorado 80203	N/A
Harrison, Gerald M.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Haven, Wendimarie	Vice President	2215 Stanford Street Houston, Texas 77006	N/A
Horton, Ted	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Hsu, Chia-Pin	Vice President	1301 West President George Bush Hwy Suite 350 Richardson, Texas 75080	N/A
Jenkins, Alexander	Vice President	555 12th Street, Suite 1850 Oakland, California 94607	N/A
Johnson, Chris A.	Vice President	–	N/A
Kamath, Satish	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Kierod, Michael R.	Vice President	–	N/A
Kishel, Jeffery	Vice President	7600 Coroporate Center Drive, Suite 104 Miami, Florida 33126	N/A
Kolloway, Michael R.	Senior Vice President / Director	1422 S. Tryon Street, Suite 700 Charlotte, North Carolina 28203	N/A
Kruger, Dawn M.	Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
LaChapelle, Timothy	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A

PARSONS EXECUTIVE OFFICERS AND DIRECTORS 3/15/21			
FULL NAME	TITLE	BUSINESS ADDRESS	% Owned (PRINCIPAL or OFFICER)
Litman, Steven S.	Assistant Secretary	200 Cottontail Lane Somerset, New Jersey	N/A
Liu, Andrew H.	Senior Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Lukasik, Daniel	Vice President	1 Centerpointe Drive La Palma, California 90623	N/A
Magestad, Nathan L.	Senior Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Magliola, Robert A.	Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Mallare, Melchor	Vice President	50 Fremont Street, Suite 1500 San Francisco, California 94105	N/A
Marcello, Anthony	Vice President	1776 Lincoln Street, Suite 600 Denver, Colorado 80203	N/A
Markt, David	Vice President	100 High Street Boston, Massachusetts	N/A
Marrocco, Peter	Senior Vice President	625 Cochrane Drive, Suite 300 Markham, Ontario L3R 9R9	N/A
Maurath, Lisa	Senior Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
McAlpin, Rick	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
McCarthy, Robert M.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
McDermott, Bryan	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A
McIvor, Robert E.	Vice President	--	N/A
Meifert, John J.	Senior Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Michael, Joel	Vice President	1301 West President George Bush Hwy Suite 350 Richardson, Texas 75080	N/A
Minassian, Nerces S.	Senior Vice President	--	N/A
Moretta, Jon	Executive Vice President	2200 West Loop South, Suite 200 Houston, Texas 77027	N/A
Moynier, John	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Muse, Philip	Assistant Secretary	--	N/A
Ng, Simon	Vice President	625 Cochrane Drive, Suite 300 Markham, Ontario L3R 9R9	N/A
Nicaise, Steven G.	Vice President	9300 Shelbyville Road, Suite 1301 Louisville, Kentucky 40222	N/A
Nicholson, Ronaldo T.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Nuevo, Mario	Vice President	7600 Coroporate Center Drive, Suite 104 Miami, Florida 33126	N/A
Ostfeld, Eric	Vice President	600 University Street Seattle, Washington 98101	N/A
Pape, Scott	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Pereira, Nuno V.	Senior Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Peterson, Mark W.	Vice President	--	N/A
Pieczonka, Wlodzimierz	Assistant Secretary	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Pines, Derek	Vice President	1 Centerpointe Drive, Suite 210 La Palma, California 90623	N/A
Poplai, Pratima D.	Vice President	200 Cottontail Lane Somerset, New Jersey	N/A

PARSONS EXECUTIVE OFFICERS AND DIRECTORS 3/15/21			
FULL NAME	TITLE	BUSINESS ADDRESS	% Owned (PRINCIPAL or OFFICER)
Radeloff, Dean F.	Senior Vice President	1301 West President George Bush Hwy Suite 350 Richardson, Texas 75080	N/A
Rajpurkar, Amar	Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Saad, Samuel J.	Vice President / Assistant Secretary	7600 Coroporate Center Drive, Suite 104 Miami, Florida 33126	N/A
Schmidt, Rhet L.	Vice President	201 E. Pine Street, Suite 900 Orlando, Florida 32801	N/A
Seals, Bernard E.	Vice President	--	N/A
Shafer, Gregory H.	Vice President	--	N/A
Shank, Brett	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Shelor, III William C.	Senior Vice President	--	N/A
Simonton, Christine	Vice President	2055 Sugarloaf Circle, Suite 500 Duluth, Georgia 30097	N/A
Smith, Steven P.	Senior Vice President	12250 North Pecos Street Westminster, Colorado 80234	N/A
Spoth, Thomas	Vice President	--	N/A
Strong, John D.	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A
Tenney, Sean P.	Vice President	9101 Burnet Road, Suite 210 Austin, Texas 78758	N/A
Torrellas, Peter	President	5885 Trinity Parkway Centreville, Virginia 20120	N/A
Travis, Keith A.	Vice President	--	N/A
Ungar, Howard B.	Vice President	--	N/A
Urgen, Aykut	Senior Vice President	--	N/A
Virding, Tom	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Wade, Joshua S.	Vice President	8618 Westwood Center Drive, Suite 450 Tysons Corner, Virginia 22182	N/A
Walsh, Patricia	Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Walter, Stephen C.	Vice President	--	N/A
Watson, Courtney	Vice President	2101 Wilson Boulevard, 9th Floor Arlington, Virginia 22201	N/A
Williams, Carlton E.	Assistant Secretary	--	N/A
Williams, Donna N.	Vice President	2200 West Loop South, Suite 200 Houston, Texas 77027	N/A
Zeini, Abdullah M.	Vice President	201 E. Pine Street, Suite 900 Orlando, Florida 32801	N/A

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 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: Parsons Transportation Group Inc.	
Address: 6671 S. Las Vegas Boulevard, Suite 210	**City / ST / Zip:** Las Vegas, NV 89119
Telephone: 702-789-2000	**EIN or DUNS :** 36-0982270
Block 2: Description / Subject Matter of Contract	
Services for: Paradise Rd. – St Louis Ave. (Sahara Ave. to Las Vegas Blvd.	**Project Number: 22.MWA860.D1-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	Parsons Construction Group Inc	1499 W. 120th Ave., Suite 200, Westminster, CO 80234	303-566-1140
2	Parsons Corporation	5875 Trinity Parkway, Suite 300, Centerville, VA 20120	703-988-8500
3	**Parsons Transportation Group Inc.** is a wholly-owned subsidiary of **Parsons Construction Group Inc.** a wholly-owned subsidiary of Parsons Corporation. **Parsons Corporation** is a publicly traded company on the New York Stock Exchange under the ticker symbol PSN. SEE ATTACHMENT FOR LIST OF PRINCIPALS AND OFFICERS		
4			
5			

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: 4

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

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

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

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

Anthony R Marcello
Signature

3/22/2022
Date

Name: Anthony R. Marcello

Title: Vice President

Date: 3/22/2022

Subscribed and sworn to before me this 22nd day of March, 2022

Christopher Hall
Notary Signature

CHRISTOPHER E HALL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214038599
MY COMMISSION EXPIRES 09/29/2025

DISCLOSURE OF OWNERSHIP/PRINCIPALS - CONTINUATION - Block 4

Parsons Construction Group Inc.
Parsons Corporation
Parsons Transportation Group Inc. is a wholly-owned subsidiary of Parsons Construction Group Inc. which is a wholly-owned sibsidiary of Parsons Corporation. Parsons Corporation is a publicly traded company on the New York Stock Exchange under the ticker symbol PSN.

PARSONS EXECUTIVE OFFICERS AND DIRECTORS 3/15/21			
FULL NAME	TITLE	BUSINESS ADDRESS	% Owned (PRINCIPAL or OFFICER)
Adams, Garold B.	Executive Vice President	--	N/A
Advani, Pierre	Vice President	13 Rue Camille Desmoulins 92441 Issy-Les-Moulineaux Paris, France	N/A
Ahmed, Ali	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Ahmed, Haroon	Senior Vice President	--	N/A
Armstrong, Scott	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Astell, Nigel	Vice President	8618 Westwood Center Drive, Suite 450 Tysons Corner, Virginia 22182	N/A
Ayala, David M.	Vice President	101 West Ohio Street Indianapolis, Indiana 46204	N/A
Ball, George L.	Executive Vice President, Director	10460 E. Horizon Dr. Scottsdale, Arizona 85262	N/A
Barta, Rena	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A
Beach, Matthew	Executive Vice President	1422 S. Tryon Street, Suite 700 Charlotte, North Carolina 28203	N/A
Bergstrom, Todd	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Betancourt, Jose	Vice President	--	N/A
Bhattacharyya, Saurabh	Vice President	3577 Parkway Lane Building V, Suite 100 Peachtree Corners, Georgia 30092	N/A
Boson, Martin	Senior Vice President	--	N/A
Braband, Elizabeth	Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Brahm, Joseph	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Briggs, Mark	Senior Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Brooks, Patrick C.	Senior Vice President	5875 Trinity Parkway, Suite 300 Centreville, Virginia 20120	N/A
Bruschi, Maria G.	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A
Burgess, Nathan E.	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Butler, Michael	Vice President	2751 John Street Markham, Ontario L3R 2Y8	N/A
Calvagna, Christopher	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A
Campbell-Wilson, Catherine	Senior Vice President	625 Cochrane Drive, Suite 500 Markham, Ontario L3R 9R9	N/A
Cedeno, Eddie	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Clark, Thomas S.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Colangelo, Lori	Vice President	555 12th Street, Suite 1850 Oakland, California 94607	N/A
Condell, Seth	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A

PARSONS EXECUTIVE OFFICERS AND DIRECTORS 3/15/21			
FULL NAME	TITLE	BUSINESS ADDRESS	% Owned (PRINCIPAL or OFFICER)
Cordone, Leslie	Vice President	301 Plainfield Road Salinas Building III, Suite 350 Syracuse, New York 13212	N/A
Cowan, Darcy R.	Vice President	625 Cochrane Drive, Suite 300 Markham, Ontario L3R 9R9	N/A
Cronin-North, Mary	Senior Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Curry, Kenneth	Vice President	4710 Kingsway, 23rd Floor Burnaby, British Columbia V5H 4N2	N/A
Dalvi, Ashay V.	Vice President / Assistant Secretary / Assistant Treasurer	–	N/A
Dickman, Paul A.	Vice President	222 S. Mill Avenue, Suite 220 Tempe, Arizona 85281	N/A
Dooley, William	Assistant Secretary	1301 West President George Bush Hwy Richardson, Texas 75080	N/A
Elkey, William E.	Vice President	960 Mapunapuna Street, Suite 200 Honolulu, Hawaii 96819	N/A
Evenson, Kathleen L.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Fialkowski, Mark C.	Executive Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Fielder, Jeffrey A.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Gardener, Gretchen	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Gastoni, Vincent T.	Vice President	45 South 7th Street, Suite 2750 Minneapolis, Minnesota 55402	N/A
Grebner, Timothy R.	Vice President	3200 E. Guasti Road, Suite 200 Ontario, California 91761	N/A
Green, Shelley D.	Vice President, Treasurer	100 West Walnut Street Pasadena, CA 91124	N/A
Haines, Steven R.	Assistant Secretary	1776 Lincoln Street, Suite 600 Denver, Colorado 80203	N/A
Harrison, Gerald M.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Haven, Wendimarie	Vice President	2215 Stanford Street Houston, Texas 77006	N/A
Horton, Ted	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Hsu, Chia-Pin	Vice President	1301 West President George Bush Hwy Suite 350 Richardson, Texas 75080	N/A
Jenkins, Alexander	Vice President	555 12th Street, Suite 1850 Oakland, California 94607	N/A
Johnson, Chris A.	Vice President	–	N/A
Kamath, Satish	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Kierod, Michael R.	Vice President	–	N/A
Kishel, Jeffery	Vice President	7600 Coroporate Center Drive, Suite 104 Miami, Florida 33126	N/A
Kolloway, Michael R.	Senior Vice President / Director	1422 S. Tryon Street, Suite 700 Charlotte, North Carolina 28203	N/A
Kruger, Dawn M.	Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
LaChapelle, Timothy	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A

PARSONS EXECUTIVE OFFICERS AND DIRECTORS 3/15/21			
FULL NAME	TITLE	BUSINESS ADDRESS	% Owned (PRINCIPAL or OFFICER)
Litman, Steven S.	Assistant Secretary	200 Cottontail Lane Somerset, New Jersey	N/A
Liu, Andrew H.	Senior Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Lukasik, Daniel	Vice President	1 Centerpointe Drive La Palma, California 90623	N/A
Magestad, Nathan L.	Senior Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Magliola, Robert A.	Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Mallare, Melchor	Vice President	50 Fremont Street, Suite 1500 San Francisco, California 94105	N/A
Marcello, Anthony	Vice President	1776 Lincoln Street, Suite 600 Denver, Colorado 80203	N/A
Markt, David	Vice President	100 High Street Boston, Massachusetts	N/A
Marrocco, Peter	Senior Vice President	625 Cochrane Drive, Suite 300 Markham, Ontario L3R 9R9	N/A
Maurath, Lisa	Senior Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
McAlpin, Rick	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
McCarthy, Robert M.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
McDermott, Bryan	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A
McIvor, Robert E.	Vice President	–	N/A
Meifert, John J.	Senior Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Michael, Joel	Vice President	1301 West President George Bush Hwy Suite 350 Richardson, Texas 75080	N/A
Minassian, Nerces S.	Senior Vice President	–	N/A
Moretta, Jon	Executive Vice President	2200 West Loop South, Suite 200 Houston, Texas 77027	N/A
Moynier, John	Vice President	100 West Walnut Street Pasadena, CA 91124	N/A
Muse, Philip	Assistant Secretary	–	N/A
Ng, Simon	Vice President	625 Cochrane Drive, Suite 300 Markham, Ontario L3R 9R9	N/A
Nicaise, Steven G.	Vice President	9300 Shelbyville Road, Suite 1301 Louisville, Kentucky 40222	N/A
Nicholson, Ronaldo T.	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Nuevo, Mario	Vice President	7600 Coroporate Center Drive, Suite 104 Miami, Florida 33126	N/A
Ostfeld, Eric	Vice President	600 University Street Seattle, Washington 98101	N/A
Pape, Scott	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Pereira, Nuno V.	Senior Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Peterson, Mark W.	Vice President	–	N/A
Pieczonka, Wlodzimierz	Assistant Secretary	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Pines, Derek	Vice President	1 Centerpointe Drive, Suite 210 La Palma, California 90623	N/A
Poplai, Pratima D.	Vice President	200 Cottontail Lane Somerset, New Jersey	N/A

PARSONS EXECUTIVE OFFICERS AND DIRECTORS 3/15/21			
FULL NAME	TITLE	BUSINESS ADDRESS	% Owned (PRINCIPAL or OFFICER)
Radeloff, Dean F.	Senior Vice President	1301 West President George Bush Hwy Suite 350 Richardson, Texas 75080	N/A
Rajpurkar, Amar	Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Saad, Samuel J.	Vice President / Assistant Secretary	7600 Coroporate Center Drive, Suite 104 Miami, Florida 33126	N/A
Schmidt, Rhet L.	Vice President	201 E. Pine Street, Suite 900 Orlando, Florida 32801	N/A
Seals, Bernard E.	Vice President	--	N/A
Shafer, Gregory H.	Vice President	--	N/A
Shank, Brett	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Shelor, III William C.	Senior Vice President	--	N/A
Simonton, Christine	Vice President	2055 Sugarloaf Circle, Suite 500 Duluth, Georgia 30097	N/A
Smith, Steven P.	Senior Vice President	12250 North Pecos Street Westminster, Colorado 80234	N/A
Spoth, Thomas	Vice President	--	N/A
Strong, John D.	Vice President	100 Broadway, 18th Floor New York, New York 10005	N/A
Tenney, Sean P.	Vice President	9101 Burnet Road, Suite 210 Austin, Texas 78758	N/A
Torrellas, Peter	President	5885 Trinity Parkway Centreville, Virginia 20120	N/A
Travis, Keith A.	Vice President	--	N/A
Ungar, Howard B.	Vice President	--	N/A
Urgen, Aykut	Senior Vice President	--	N/A
Virding, Tom	Vice President	100 M Street, SE, Suite 1200 Washington, District of Columbia 20003	N/A
Wade, Joshua S.	Vice President	8618 Westwood Center Drive, Suite 450 Tysons Corner, Virginia 22182	N/A
Walsh, Patricia	Vice President	10 South Riverside, Suite 400 Chicago, Illinois 60606	N/A
Walter, Stephen C.	Vice President	--	N/A
Watson, Courtney	Vice President	2101 Wilson Boulevard, 9th Floor Arlington, Virginia 22201	N/A
Williams, Carlton E.	Assistant Secretary	--	N/A
Williams, Donna N.	Vice President	2200 West Loop South, Suite 200 Houston, Texas 77027	N/A
Zeini, Abdullah M.	Vice President	201 E. Pine Street, Suite 900 Orlando, Florida 32801	N/A

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
16

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 220078-BW, Third-Party Workers' Compensation Administration - Human Resources Department - Award recommended to: CANNON COCHRAN MANAGEMENT SERVICES, INC. DBA CCMSI (Not-to-Exceed $200,000 Annually/Total Contract Amount Not-to-Exceed $1,200,000 - Workers Compensation Internal Service Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $200,000 Annually/Total Contract Amount Not-to-Exceed $1,200,000
Funding Source: Workers Compensation ISF
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
This contract provides for third-party workers' compensation administration services, to ensure compliance with the City's self-insured Workers' Compensation program. The initial term for the services will be two (2) years with two (2) two-year renewal options. Cannon Cochran Management Services, Inc. dba CCMSI was selected through a competitive request for proposals process and is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220078-BW
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
FOR THIRD-PARTY WORKERS COMPENSATION ADMINISTRATION

THIS CONTRACT is being entered into this _____ day of _____, 2022, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and CANNON COCHRAN MANAGEMENT SERVICES, INC. dba CCMSI, (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Delaware, having its principal office at 7251 W. Lake Mead Blvd., Suite #260, Las Vegas Nevada, 89128. The following documents, terms, and conditions are hereby incorporated into this Contract.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Third-Party Workers' Compensation Administration.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** February 28, 2024	**Option Periods** Two (2) two-year periods
Contract Type As defined in Section B-1	The contract type is Firm Fixed Fee per claims and services provided as listed in Exhibit B.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$ 200,000.00	Annual Not-to- Exceed Amount	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A – Proposal Excerpt
Exhibit B – Pricing Proposal Sheet
Attachment 1 – Certificate of Disclosure

(c)

City Project Manager Per Section D-4, (a)	**Name** John Raftery	**Phone** (702) 229-5048	**Email** jraftery@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Sahrina Hult	**Phone** (702) 933-4815	**Email** shuit@ccmsi.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Brigid Reyes, State Director	**Address** 7251 W. Lake Mead Blvd., Suite #260, Las Vegas Nevada, 89128	**Email** breyes@ccmsi.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

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

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

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

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

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

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

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

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

SECTION C – Scope of Work

C-1 Scope of Work

The Company will provide the following services in accordance with the Company's work plan attached as Exhibit A "Proposal Excerpt."

(a) Scope of Services

1. The Company shall determine the compensability of all workers' compensation claims.
2. The Company shall supply forms to the City as required by the State of Nevada, Department of Business & Industry, Division of Industrial Relations and Division of Insurance.
3. The Company shall comply with regulations approved by the State of Nevada, Department of Business & Industry, Division of Industrial Relations and Division of Insurance.
4. The Company shall comply with chapters 616 and 617 of the Nevada Revised Statutes and Nevada Administrative Code respectively.
5. The Company shall issue payments for all medical bills, indemnity costs, rehabilitation expenses, and legal fees associated with workers' compensation claims.

6. The Company shall represent the City at all hearings and appeals, and arrange legal representation for any resulting court actions.

7. The Company shall supply the following reports annually, monthly, or as requested by the City:

   (i) Monthly report of all open claims with reserves, closed claims during the month, and a summary by fiscal year of all claims filed, open, closed, and rejected;

   (ii) Annual report as required by the State of Nevada, Department of Business & Industry, Division of Industrial Relations and the Department of Insurance;

   (iii) Specialized reports as requested by the City of Las Vegas.

8. The Company shall provide referrals to appropriate rehabilitation service agencies as required.

9. The Company shall review permanent partial disability evaluations; determine permanent partial disability awards and notify claimants of their options. The Company shall communicate with the City on the disposition of all permanent partial disability awards.

10. The Company shall review and audit doctor's bills and reports for accuracy and adjust payments accordingly. The Company shall submit all bills requiring adjudication through its interface with Stratacare.

11. The Company shall assist the City in returning injured workers to light duty.

12. The Company shall approve all requests for surgery and refer claimants for second opinions as needed on claims.

13. The Company shall notify the City of all Subrogation and Subsequent Injury Potential. The Company shall also pursue recovery from third parties as approved by the City.

14. The Company shall file claims on behalf of the City against subsequent injury fund when claims meet requirements established by the State of Nevada, Department of Business & Industry, Division of Industrial Relations.

15. The Company shall advise the City of claims resulting in major surgery, possible rehabilitation and all claims concerning litigation.

16. The Company shall review all claims to determine open and closed status on at least a monthly basis.

17. The Company shall review all pending legislation, Nevada administrative codes, and any case law, which may affect the City of Las Vegas self-insurance program and advise the City of potential fiscal impact and options.

18. In conjunction with its claims administration services, the Company will provide the City with Legal Bill Review/Audits Services (CLEAR).

19. On request, the Company shall enter new claims for the City.

(b) Ownership and Return of City Data

1. The City is the sole and exclusive owner of all data and information provided to the Company by or on behalf of the City for processing. This includes any and all updates or modifications thereto or derivatives made thereof by the Company and all intellectual property rights in the foregoing, whether or not provided to any other party under this Contract.

2. The Company shall not use the City's data for any other purpose than that of rendering services under this Contract.

3. Upon written request from the City the Company shall provide an extract of all of the City's data, including attachments, within forty-five (45) calendar days from the date of notice; unless extended through mutual agreement by both parties. The City shall incur zero expense for the extraction of its data.

(c) Claimant Payment Process

1. Every Monday, the Company shall email a Pending Payment Register (PPR) to the City for verification of the Scheduled claimant payments. The Company shall send the PPR to the following City email account:

   a. Human Resources: John Raftery at jraftery@lasvegasnevada.gov
   Crystal Delgado at cdelgado@lasvegasnevada.gov
   Jennifer Beasley at jbeasley@LasVegasNevada.gov

2. In the event, there is a discrepancy with the PPR, the City shall communicate such discrepancies to the Company and the Company shall email a revised PPR to the city in a timely manner.

3. Upon approval of the PPR by the City, the City shall issue a wire transfer of funding to the Company for the total amount of the PPR.

4. Upon receipt of the wire transfer, the Company shall issue payments to the individual claimants in accordance with the approved PPR.

(d) Reimbursement and Recovery Checks

1. The Company shall provide the City with either a physical check(s) or an electronic transfer of funds for reimbursement or recovery funds received from third parties. The Company shall not apply such funding as a credit against the City's future claimant payments.

SECTION D – Special Conditions

D-1 Pricing and Payment [CAO-4.2020]

(a) Pricing and Payment. The City will pay the Company the fees set forth in Exhibit B "Pricing Proposal Sheet." Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".

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

D-2 Fee Revisions [CAO-08/28/19]

(a) For the initial term of this Contract the fees shall remain firm.

(b) In the event a Contract renewal is exercised, the Company may request a pricing revision due to fluctuations in the cost of doing business. Each pricing revision requested herein must be approved in writing by the Purchasing and Contracts Manager and, if approved, shall become effective thirty (30) days after notice of the change, or on such earlier or later date as may be agreed upon by the parties.

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

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

(e) If the parties hereto fail to agree on a pricing revision after thirty (30) calendar days as permitted herein, either party may terminate this Contract after ten (10) calendar days written notice to the other party in accordance with Section E-1, "Legal Notice".

D-3 Invoices [CAO-9/2020]

(a) The Company will timely submit a detailed invoice to the City within sixty (60) days monthly, for work performed to date. Each invoice shall contain the following information:

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

(ii) the Purchase Order number;

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

(iv) the performance dates covered by the invoice.

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

The Company shall submit the original invoice to:

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

(c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the Invoice

The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

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

(b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the

right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-04/2020]

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

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

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

(iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company 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, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.

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

(d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

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

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

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

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

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

D-6 Warranty – Services [CAO-4/2020]

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

D-7 through D-17 – Reserved

D-18 Holidays/Weekends [CAO-01/20/16]

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday (observed)
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

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

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

FOR THE COMPANY: As Noted in Section A-1 (d) of the Contract:

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

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

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

E-2 Disputes [CAO-4/2020] R

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

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

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

(a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay.

Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

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

E-4 Termination for Convenience [CAO-08/22/2019]

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

E-5 Event of Default [CAO-12/30/2020]

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

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

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

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

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

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

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

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

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

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

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

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

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020] R

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

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right,

but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

(d) Provided the City's total liability does not exceed the dollar limits set forth in NRS 41.035, the City agrees that it will indemnify and hold harmless the Company and the Company's directors, officers, employees, agents, shareholders, subsidiaries, and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by the Company as a result of a breach of this Contract by the City, or alleged misconduct, error, or omissions by the City, or by the City's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Contract. Agents as used in this clause include third party vendors selected by the City. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

E-16 Patent Indemnity [CAO-12/30/2020]

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

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

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

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

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

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least

the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

E-19 Marketing Restrictions [CAO-4/2020]

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

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

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

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

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

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

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

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

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons

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

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

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

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

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

E-25 Conforming Services [CAO-4/2020]

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

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

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

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

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract,

shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

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

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

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

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

E-31 Certification – No Israel Boycott [CAO–4/2020]

(Applicable to contracts with an estimated annual amount over $100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

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

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

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

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

E-33 Miscellaneous [CAO – 4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

Tonya Kemble Date
Manager, Purchasing & Contracts

CCMSI, INC.

Rodney J. Golden 4/13/22
Rodney J. Golden, Chief Operating Officer Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Deputy City Attorney 4/4/22 Date

Crislove A. Igeleke
Deputy City Attorney

EXHIBIT A - PROPOSAL EXCERPT

Section 3 – Work Plan

In this section, the Offeror is to provide a proposed approach to satisfy the requirements set forthin attached Scope of Work. As part of the work plan, Offer should address the following items:

CCMSI believes that no one facet of our service offerings is more critical to achieving recognition as a superior claims administrator than ensuring that our customers are completely satisfied with the level of service they receive whenever they interact with staff members of their designated team.

We have two primary goals with respect to serving as the City's claim administration firm of choice:

1. Serve as an extension of your Risk Management Department by providing technical and strategic claims insight, superior claims management technology and systems, and seamless administrative support; and
2. Reduce your overall cost of risk

There are several reasons why CCMSI is the leader and trusted advisor in third-party claims administration. In addition to our professional staff, our state of the art technology, and our reputation for outstanding client satisfaction, we provide the following services, which truly set us apart from our competition.

- Aggressive investigations, FIRE Fraud Program, and Claim Risk Assessment (CRA)
- Thorough communication in person, over the phone, and via adjuster claim file log notes
- Best Practices for reserving, settlements, subrogation, and related concerns with the City
- CLEAR Legal Bill Review Program
- Comp MC Managed Care Program
- Tracking financial data (e.g., reserves, settlements, expenses, and medical costs) via our iCE (Internet Claims Edge) claim technology, a powerful tool that clearly illustrates The City's quantifiable savings
- Allowing real-time access to iCE, including training your staff to file initial claim reports electronically, produce meaningful risk and financial reports for management, and engaging other Risk Management functions
- SOC 1 credentialing and other data security policies
- Providing designated adjusters to manage the City's account
- Conducting Quarterly Claim and Stewardship meetings to ensure goals are met

From the claims examiners and their management team, to the personnel who support the production and distribution of loss information, our objective will be to understand and internally communicate the unique expectations, goals, and program requirements of the City, and to ensure that our services consistently satisfy them.

(a) Expectation and timeline on transitioning claims from existing third-party administrator to new third-party administrator

Not applicable as CCMSI is the current TPA.

(b) Plan for a seamless transition into working all open existing claims

Not applicable as CCMSI is the current TPA.

(c) Method used to report new claims

Qualified claim professionals will review and evaluate all FNOLs on a daily basis and make assignments to appropriate levels of staff. Indemnity/questionable/complex medical claims will be input and activated within one business day of the first notice of injury. Medical only claims will be input, activated, and claims management initiated within two business days of the first notice of injury. All property and casualty claims will be input and activated within one business day of the first notice of claim.

800 Capability We partner with Navex to provide this service and script intake questions to suit client needs. 24/7 capability of this service may be utilized at an additional fee.

Phone, Email & Facsimile Accepted by our local office location during regular business hours (8:00 a.m. to 4:30 p.m. local standard time).

Online The City can report claims 24/7 via iCE, our proprietary state-of-the-art internet claims analysis and reporting tool. The *Initial Report* section of iCE allows users to create an Initial Report Form in accordance with state guidelines. Once submitted, the claim supervisor is immediately notified and a claim number is automatically assigned and viewable in iCE. The submitted data populates our proprietary claims system in real time, enabling our claim adjusters to begin working your new claims immediately.

The City will have the ability to view and recall all completed, uncompleted, or report-only forms, which can be generated in PDF format. Based on your needs, this search feature may be expanded from viewing the most recent ten to all of your filed reports.

(d) Provide examples of Monthly Loss runs, new claims, closed claims and open claims

See Exhibit 3 for Sample iCE Reports.

iCE (Internet Claims Edge), CCMSI's trailblazing Risk Management Information System software, was designed with your needs in mind. As with all CCMSI solutions, iCE is customizable and tailored to the requirements of our clients. Through this web-based, mobile-friendly system, you can view each claim in real time, 24/7, by user-defined filters, including type of claim and date of loss—at a high level or in detail—including adjuster's notes and bill images. This powerful claim analysis and reporting tool provides:

- ***Initial Reporting*** Create initial report forms online in iCE or send us claims via web service or through a custom-built interface. Offers industry-specific custom reporting, such Accident Reports created specifically for our transportation clients.
- ***Executive Summary Dashboard*** View and customize a broad overview of your risk management analysis.
- ***Claims Analysis*** A powerful and flexible analysis tool enabling users to view claims in as little or as much detail as they wish.
- ***MyReports*** CCMSI's enterprise reporting engine offers countless possible combinations of data for analysis. Reports can be exported to PDF or Excel, scheduled for systematic delivery directly to an email inbox, or posted to iCE.
- ***Comp MC*** MyReports allows users to run managed care reports for Comp MC (CCMSI's managed care program) with the ability to choose any number of reports from our library, such as PPO penetration or savings by a specific location.
- ***OSHA Reporting*** Removes the need for duplicate data entry by compiling claims information recorded in the Initial Report to create OSHA 300 (Log), 300-A (Summary), and 301 (Incident Report) forms, which may be printed at any time for any location.
- ***Claim Risk Assessment*** Predictive modeling module identifying claims that have the potential to be higher risk, allowing for early intervention and better outcomes.
- ***ClaimView*** Mobile-friendly claimant portal for injured workers, allowing them to view their lost time payments and active drug cards, upload photos of documents, and communicate with their adjuster.
- ***Stewardship and Benchmarking*** Utilizing historical trends and other benchmarking sources (such as WCRI and IDS), we can perform regular and detailed analysis of our performance, providing clients extensive metrics to drive the success of the claims management program.

Additional features of iCE include:

- Flexible, user-friendly navigation;
- Capability to receive data from a multitude of data sources;
- Password protection with varying levels of security access;
- Allows hierarchy of up to twenty-five levels to track data by state, department, etc.;
- Ability to create customized user fields;
- Ability to view adjuster notes by category, including summary, medical, litigation, reserves, etc.;
- Ability to generate state-specific First Report of Injury and other state forms in PDF;
- Ability for clients to upload documents directly to the claim file/adjuster;
- Online medical bill and medical report viewing; and
- Predictive Analytics utilizing daily AI functionality to determine risk drivers, future treatments, and estimated financial incurred values.

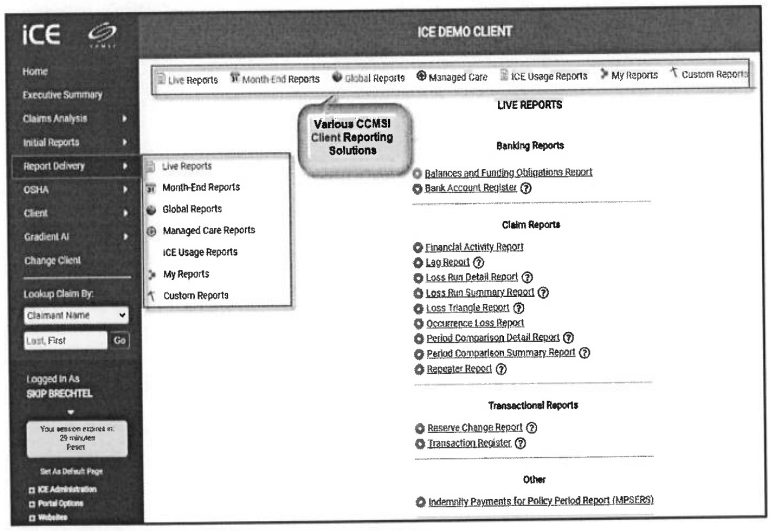
Reporting Features:

- Online access to monthly standard reports dating back twenty-four months;
- User-specific Executive Portal showing key data upon login;
- Dashboard functionality, customizable to the user's needs;
- Complete ad hoc reporting capabilities, including financial, claims detail, and loss control data;
- Summary and detail claim reporting with drill-down capabilities;
- Analytical tools, including historical and current period comparisons and various graphical presentation; and

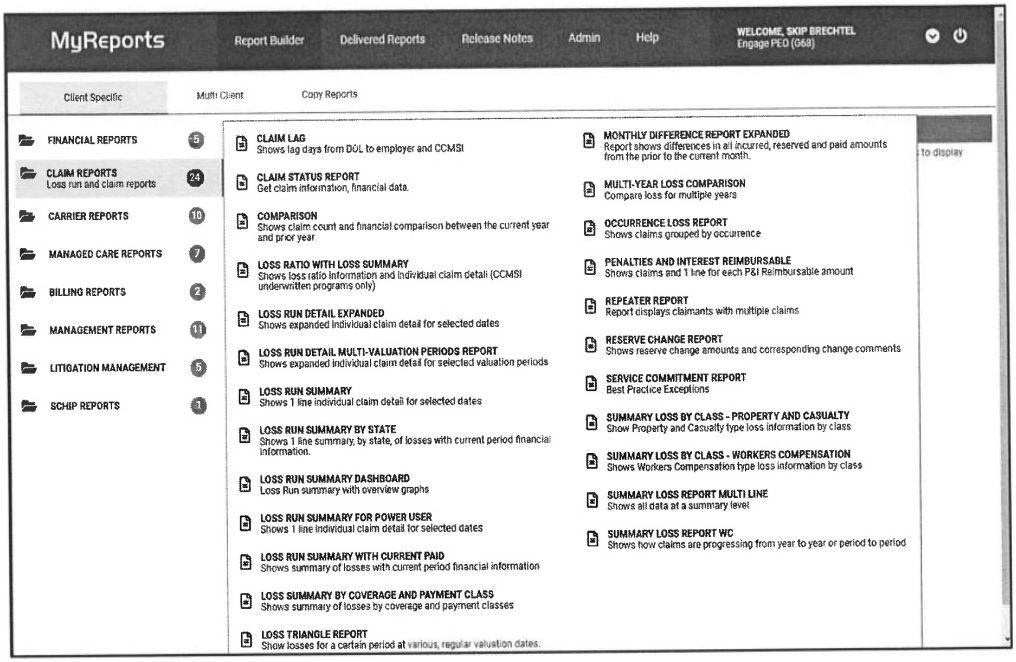
- Cost containment savings and fee reporting.

CCMSI's iCE (Internet Claims Edge) risk management system is designed to provide timely, accurate, and robust data for our clients. Users can easily retrieve claims and loss control data via standard and ad hoc online reports as high level or as detailed as they choose.

- ***Standard Reports*** Over the years, CCMSI has developed a catalog of over four hundred reports based specifically on the requirements of our clients, including detailed claim information, summary (at various reporting levels), check and payment registers, and loss ratio (by desired operating levels). These static reports are posted online within five business days and available 24/7 within iCE.
- ***Ad hoc reporting*** Our clients can generate a wide array of useful ad hoc reports with the opportunity to sort and categorize by various fields and data. Robust analytics are provided, including valuable charts and graphs.
- ***Special Customized Reports*** On the rare occasion our clients' reporting needs cannot be met by our catalog of standard or ad hoc capabilities, we can custom design and develop reports to fit their precise needs. Our standard fee is $150/hour for development; however, if the custom report requests are minimal, this will most likely be free of charge.
- ***Live Reports*** This feature provides the thirteen most commonly used reports by our clients, including detail and summary loss runs, comparative period, loss triangles, and reserve change reports. These reports can be generated with user-selected periods and *as of* dates.



- ***MyReports*** MyReports allows the client to build a customized loss run with over three hundred fields from which to choose. This report can be scheduled to run automatically on a regular basis, then emailed in PDF or Excel or posted to iCE. Our customer service team is available to assist in creating these reports.



(e) Provide a description of the role the company maintains in legislation associated with workers' compensation regulations

Corporate CCMSI has mandatory training. However, first level training begins at the State Director and Regional Vice President level. Each local CCMSI office provides individualized training sessions to their claim representatives monthly and as needed based on the needs of the team, changes in state laws, corporate updates, client requests/changes, etc. The following are examples of training sessions held at each office in addition to adjuster meetings which provide general updates on urgent matters:

- Best Practices
- Audit Checklists
- Client Special Handling
- State Forms
- Investigations/CRA's and Recorded Statements
- Medicare Guidelines
- Case Law Updates
- Legislative changes and impact on claims
- FCE/Permanent Restrictions/Vocational Rehabilitation
- PPD/PTD/Fatality calculations and COLA's
- Compliance training
- File Closures
- Denials/Appeals
- Physical Therapy and Physical Rehab
- Utilization Review

- Causation vs. Medical Necessity
- Preparing for IMEs
- Litigation management
- Heart & Lung/Presumptive benefits handling
- Bill Review
- Reconsiderations

Additionally, CCMSI develops, promotes, and finances the following industry training programs and initiatives for employees:

- Attendance at industry conferences, workshops, and seminars (NSIA, STRIMA, RIMS, PRIMA, ASHRM, etc.);
- Periodic legislative and legal updates from law firms (lunch and learns);
- Internal Legislative Training: several members of CCMSI NV Management participate in the Legislative Session through our industry partners and lobbyists. As legislation is passed and changes are proposed, CCMSI Staff are required to attend formal training.
- Participation in professional education programs such as AIC, SCLA, CPCU, ARM, RPA, etc.;
- In-house, online training programs have been developed for claim professionals;
- Participation in industry tutorial programs;
- Claim system training - hands on and written training material to manage claims in CCMSI's claim system;
- Best Practices - CCMSI claim professionals are trained on our Best Practices and audited for compliance;
- In-house Training - CCMSI has an internal training committee that identify and coordinate technical training sessions for various levels of staff. Training topics include all components of the claims management process;
- Ongoing training related to developments in medical advancements and prescription drugs are provided by qualified personnel from the medical community; and
- Performance Reviews - CCMSI adjusters have performance reviews tied to their compliance with client expectations and compliance with claim management criteria (Best Practices).

Training sessions are also held regularly at the Corporate Office for claim representatives, supervisors, and managers who have been on the job for at least six months. This is held through the CCMSI Corporate Training program. This program is designed to provide a consistent approach to training and hardwire best practices throughout CCMSI. This consistent approach to training improves business outcomes including improved audit scores, increased client satisfaction, ability to interact, recruit, and retain talented staff, and improved financial results.

The Corporate Training Program serves to provide direction and leadership for CCMSI's training initiatives including the development and coordination of focused annual training sessions at the corporate office in Danville for adjusters, supervisors, and account managers. The recent development of our Computer Lab provides the ideal setting for staff to experience hands on training. Additionally, the Corporate Trainer conducts and coordinates on-site training sessions at CCMSI offices as needed.

Provide samples of the documentation format(s) that will be used to complete the project.

While we recognize that many scenarios are similar, most are not exactly the same and we strive to ensure our letters are specific to the issue at hand. We have many example letters that we use to initiate a letter but, the language is modified and updated where appropriate to ensure the letter itself is clear and applicable to the topic being addressed. We have found that an abundance of form letters creates scenarios where adjusters are using letters that are not completely relevant in order to attempt to address their claim. This leads to confusion and frustration not only for the injured worker but also for Hearing and Appeal Officers if the letter is appealed. That being said, there are several form letters that we do utilize. The contact letter is issued at the very beginning of all claims in order to ensure we are proactively and aggressively pursuing medical information which may impact our claim. This is done in conjunction with initial verbal contact but helps to ensure the questions are being asked, even if we are unable to reach the employee by phone. We also use a number of appointment letters, each of which clearly states the reason for the appointment and the impact on claim where applicable.

EXHIBIT B - PRICING PROPOSAL SHEET

EXHIBIT B - Pricing Proposal Sheet

Claims Management
Per Claim Analysis Based on Designated Team

	Approx. Claim Counts	Pricing Per Claim	Extended Total
Open Takeover Claims			
Indemnity	205	No Charge	$ -
Medical Only	94	No Charge	$ -
New Annual Claims			
Indemnity	72	$1,195	$ 86,040
Medical Only	163	$175	$ 28,525
Estimated Annual New Claim	235		$ 114,565
Estimated First Year Claim Fees			$ 114,565
Annual Administration Fee			10% of claim fees
One Time Data Conversion and Other First Year Data Fees			No Charge
*All claims open greater than 24 months from loss date			Existing PTD/Fatality Claims: $250 Annually All others: $35/per month until closure

Ancillary Services	
First Level Hearing Representation	$200 per Hearing, billed as ALAE in the claim expenses
Fee Schedule, U&C Re-Pricing	$8.00 per bill
PPO Network Access	28% of savings below state fee schedule
House/Specialty Review	28% of savings below state fee schedule
Pharmacy Benefit Program	30% of savings
Field Case Management	*We outsource to the vendor of clients' choice for these services. Fees are charged as ALAE at cost to the claim file.
Telephonic Case Management	The client has the option to utilize CCMSI's inhouse Telephonic Case Management services, or we would be willing to outsouce to the vendor of clients' choice. Further discussion is warranted.
Utilization Review	CCMSI has contracted with Novare to provide UR Service to our clients on claims that require it. The rates are as follows: $98 per review. Fees are charged as ALAE to the claim file.
OSHA Reporting Module	$2500/Annual Fee
Subsequent Injury Recovery	15% of Recovery ($30k Cap)
Subrogation Recovery	15% of Recovery
Index Bureau	Market Rate
MMSEA Section 111 Reporting	$25/Eligible Claim; one time fee
State Mandated EDI Reporting	$10/FROI $5/SROI
Legal Bill Review/Audit Services	2.2% of legal bills submitted
Claim Entry Fee	$35 per claim / No Charge if client uses internet reporting

SUBMITTED BY (COMPANY NAME): CCMSI

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: Cannon Cochran Management Services, Inc.	
Address: City Center West, Building B 7251 West Lake Mead Boulevard, Suite 260	**City / ST / Zip:** Las Vegas, NV 89128
Telephone: 702-933-4800	**EIN or DUNS :** 37-1057804
Block 2: Description / Subject Matter of Contract	
Services for: Third-Party Workers Compensation Administration	**Project Number:** 220078-BW

Block 3: **Type of Business**

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

Rev 01.2021

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	G. Bryan Thomas, Chief Executive Officer	2 E. Main Street, Suite 208 Danville IL 61832	217-446-1089
2	Rodney J. Golden, Chief Operating Officer	2 E. Main Street, Suite 208 Danville IL 61832	217-446-1089
3	John Kluth, Chief Financial Officer	2 E. Main Street, Suite 208 Danville IL 61832	217-446-1089
4	Skip Brechtel, Chief Technology Officer	3510 North Causeway Blvd. Suite 400 Metairie, LA 70002	504-888-3555
5	David Henwood, Regional Vice President	2 E. Main Street, Suite 208 Danville IL 61832	217-446-1089
6			
7	G. Bryan Thomas - 2.5% Ownership Interest	2 E. Main Street, Suite 208 Danville IL 61832	217-446-1089
8			
9			
10	*CCMSI is a privately held, 100% employee-owned ESOP company.		

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

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.

Rodney J. Golden
Signature

2/11/22
Date

Subscribed and sworn to before me this 11 day of February, 2022

Kendra Lynn Hepburn
Notary Signature

OFFICIAL SEAL
KENDRA LYNN HEPBURN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 9/20/25

Rev 01.2021

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CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

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NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 9/20/25

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
17

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 220196-DD, Professional Services for Las Vegas Fire and Rescue Consulting Services - Fire and Rescue Department - Award recommended to: SQS CONSULTANTS, INC. (Not-to-Exceed $110,000 Annually/Total Contract Amount Not-to-Exceed $330,000 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $110,000 Annually/Total Contract Amount Not-to-Exceed $330,000
Funding Source: General Fund
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
This contract provides for consulting services to Las Vegas Fire and Rescue related to the Mobile Outreach Safety Team, Emergency Ambulance Services Program, Patient Transport Program, regionalization of strategic service opportunities, and the 911 Emergency Franchise Agreement. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. SQS Consultants, Inc. is located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, from award through April 28, 2023 with two (2) one year options to renew, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 220196-DD
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
FOR LAS VEGAS FIRE AND RESCUE CONSULTING SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2022, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and SQS CONSULTANTS. INC (hereinafter the "Company"), an S- corporation having its principal office located at 11560 White Cliffs Avenue, Las Vegas. Nevada 89138.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	This contract provides for consulting services to assist the City of Las Vegas Fire and Rescue (LV F&R) with Mobile Outreach Safety Team(s), Emergency Ambulance Services, Patient Transport Program, Region of Strategic Service Opportunities, and 911 Emergency Franchise Agreement.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** May 1, 2022	**Expiration Date** April 28, 2023	**Option Periods** Two (2), one (1) year periods
Contract Type As defined in Section B-1	The contract type is firm fixed price from B-1		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$110,000.00	Annually	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 - Certificate of Disclosure

(c)

City Project Manager Per Section D-4, (a)	**Name** Jeff Buchanan	**Phone** 702-229-0309	**Email** jbuchanan@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Steve Smith	**Phone** 702-525-6224	**Email** ssmith@lasvegasnevada.gov

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Steve Smith	**Address** 702-525-6224	**Email** ssmith@lasvegasnevada.gov

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

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

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

B-1 Definitions

The following definitions apply to this Contract:

(a) *"AMR"* means American Medical Response.

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

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

(d) *"City Council"* means the governing body of the City of Las Vegas.

(e) *"CHIP"* means Community Health Improvement Program.

(f) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

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

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

(i) *"Crisis Response Team" (CRT)* means an Advanced Life Support medical transport unit and a Licensed Clinical Social Worker to respond to 9-1-1 calls categorized as psychiatric calls based on the emergency dispatch ProQA system or otherwise requested as a specialty unit given clinical and patient parameters.

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

(k) *"Emergency Ambulance" is defined as a 911-Dispatched Ambulance Service transport Ambulance responding to* requests for emergency medical services only from the CCC, staffed with at least one licensed EMT-Paramedic and one licensed Advanced EMT or EMT-Basic.

(l) *"EMS"* means Emergency Medical Services.

(m) *"Firm-Fixed Fee"* means a firm fee that is not subject to any adjustment on the basis of the company's cost experience in performing the Contract.

(n) *"LVF&R"* means City of Las Vegas Fire and Rescue.

(o) "*Mobile Outreach Safety Team*" means an ALS medical transport unit and Licensed Clinical Social Worker to respond as a member of the Mental Health Crisis Team.

(p) *"NCS"* means Nevada Clinical Services.

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

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

(s) *"Working Group(s)"* means a collective group of City representatives tasked with addressing specific areas/concerns and providing recommendations that will improve effectiveness and efficiency of LVF&R's general operations. This group is comprised of three subgroups; (1) Data Collection, (2) Interoperability, and (3) Recommendations.

B-2 Contract Type

The Contract type is Firm-Fixed Fee. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) Authorized Amount. The total authorized amount for this Contract, inclusive of all incidental expenses, is $110,000.00

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

(c) Payment Schedule. The Company will invoice the City monthly in accordance with the schedule below:

ITEM NO.	QTY	DESCRIPTION	MONTHLY AMOUNT	
1	11	Monthly Consulting Services Fees (May 2022 – March 2023)	$9,166.66	$100,833.26
2	1	Monthly Consulting Services Fees (April 2023)	$9,166.74	$9,166.74
			ANNUAL TOTAL	**$110,000.00**

B-4 Invoices [CA0-5/2/121

(a) The Company shall submit an invoice to the City in accordance with Section B-3 (b) Payment. All invoices should identify the following items:

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

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

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

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section 0-2 (Project Manager/Company Representative) with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
(ii) copy of the applicable Deliverable associated with the invoice

B-5 Performance Period

The performance period commences from May 1, 2022 and continues through April 28, 2023, unless extended through mutual agreement by both parties.

SECTION C – Scope of Work

C-1 Scope of Services

The Company shall provide project oriented consulting services to City of Las Vegas Fire and Rescue ("LVF&R") administration.

C-2 Current Projects and Deliverables

(a) Mobile Outreach Safety Team and LVF&R

(i) The Company shall schedule and facilitate monthly meetings between the AMR, CHIPs, NCS and LVF&R executive teams. The Company shall provide reports on performance metrics and the Working Group's progress.

(ii) The Company shall schedule and facilitate monthly Working Group meetings with an emphasis on patient continuum of care, patient transportation, communications, and general operations with the goal of improving operational effectiveness, ~~and~~ efficiencies and sustainability.

(iii) Deliverables:

- The Company shall make advisory recommendations to the LVF&R Fire Chief regarding applicable Southern Nevada Adult Mental Health Services recommendations.
- The Company shall consult and provide briefings as needed with the LVF&R Fire Chief.

(b) Emergency Ambulance Service

(i) The Company shall coordinate LVF&R's Emergency Ambulance Service program.

(ii) The Company shall provide contract administration and management services for any awarded contract(s).

(iii) The Company shall review daily operations reports documenting unit staffing requirements, response time compliance, transports, unit hours and unit hour utilization.

(iv) The Company shall monitor the EMS system's performance and compliance with the performance-based specifications established in the contract.

(v) The Company shall review all electronic patient care records (PCR), for patient documentation on all EMS system responses including patient contacts, canceled calls, and non-transports responses.

(vi) The Company shall review all insurance billing and reimbursement records.

(vii) Deliverables:

i. The Company shall consult and provide briefings as needed with the LVF&R Fire Chief.
ii. The Company shall submit a weekly summary reports detailing number of responses, patient transports, canceled calls and non-transport responses.

(c) Las Vegas Fire & Rescue Patient Transport Program

(i) The Company shall assist staff and consult with the LVF&R Fire Chief on matters related to LVFR Patient Transport Program.

(ii) The Company shall analyze and assess PCR documentation that contributes to patient insurance billing.
(iii) The Company shall review LVFR Patient Care Standard Operating Procedure.
(iv) The Company shall consult with the LVFR patient billing company to identify strategies to improve insurance collections.
(v) The Company shall review LVFR's annual Medicaid Ground Emergency Medical Transport cost report to identify potential allowable costs.

(vi) Deliverables:

i. The Company shall consult and provide briefings as needed with the LVF&R Fire Chief.
ii. The Company shall submit a final summary report detailing actions(s), to date, and recommendations for the future.

(d) Regionalization of Strategic Service Opportunities

(i) The Company shall work with LVF&R administration to identify regionalization of strategic service opportunities with local jurisdictions including, but not limited to:

- Crisis Response Team
- National Suicide Prevention Lifeline 988

Deliverables:

- The Company shall consult with and make recommendations to the LVF&R Fire Chief.
- The Company shall submit a report including a capacity analysis that assesses LVF&R's capacity to contribute to the delivery of services relative to the demand of those services. Such report shall outline the elements of a successful regionalized service delivery model, to include, but is not limited to addressing relevant personnel, equipment and facilities issues, training, reporting structure and supervisory responsibilities, consistent fee structures, collection rates and disposition of fees, the need for adoption of like ordinances and enforcement actions, etc.

C-3 Future Projects
911 emergency franchise agreement

(a) The Company shall work with LVF&R Administration and consult with the LVF&R Fire Chief on future projects; providing recommendations and implementing action on all other matters as mutually agreed upon.

(b) Deliverables that will be required for future projects shall be agreed upon by the Company and LVF&R Administration and are subject to approval by the LVF&R Fire Chief.

(c) The City will pay the amounts set forth in "Exhibit B".

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

(a) Payment to the Company will be made monthly in accordance with Section B-3 (c) Payment Schedule, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".

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

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [CAO-9/2020]

(a) The Company will timely submit a detailed invoice to the City within sixty (60) days for monthly payments. Each invoice shall contain the following information:

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

(ii) the Purchase Order number;

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

(iv) the performance dates covered by the invoice.

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

The Company shall submit the original invoice to:

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

(c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the invoice

The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

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

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

D-5 Insurance [CAO-04/2020]

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

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

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

(iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company 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, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

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

(d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied

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

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

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

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

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

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

D-6 Warranty – Services [CAO-4/2020]

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

D-7 through D-17 – Reserved

D-18 Holidays/Weekends [CAO-01/20/16]

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday (observed)
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

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

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

FOR THE COMPANY: As Noted in Section A-1 (d) of the Contract:

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

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

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

E-2 Disputes [CAO-4/2020]

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

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

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

(a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay.

Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

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

E-4 Termination for Convenience [CAO-08/22/2019]

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

E-5 Event of Default [CAO-12/30/2020]

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

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

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

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

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

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

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

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

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

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

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

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision

of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

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

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

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

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

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

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

E-15 Indemnification [CAO-4/2020]

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

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

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

E-16 Patent Indemnity [CAO-12/30/2020]

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

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

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

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

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

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

E-19 Marketing Restrictions [CAO-4/2020]

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

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

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

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

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

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

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

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

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

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

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

E-25 Conforming Services [CAO-4/2020]

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

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

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

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

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

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

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

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

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

E-31 Certification – No Israel Boycott [CAO–4/2020]

(Applicable to contracts with an estimated annual amount over $100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

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

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

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

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

E-33 Miscellaneous [CAO – 4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

Tonya Kemble Date
Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Crislove A. Igeleke
Deputy City Attorney

4/19/22

Deputy City Attorney Date

SQS CONSULTANTS. INC

Steve Smith, Owner Date

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name:	
Address:	**City / ST / Zip:**
Telephone:	**EIN or DUNS :**
Block 2: Description / Subject Matter of Contract	
Services for:	**Project Number:**

Block 3: **Type of Business**

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

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

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

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

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

_____
Signature

_____
Date

Subscribed and sworn to before me this _____day of _____, 20_____

_____
Notary Signature

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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3. Instructions

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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: SGS Consultants Inc	
Address: 11560 White Cliffs Ave	**City / ST / Zip:** Las Vegas NV 89138
Telephone: 702-525-6224	**EIN or DUNS :** 46-3258971
Block 2: Description / Subject Matter of Contract	
Services for:	**Project Number:**

Block 3: **Type of Business**

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

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Steven M. Smith	11560 White Cliffs Ave	702-525-6224
2		Las Vegas NV 89138	
3			
4			
5			
6			
7			
8			
9			
10			

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

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.

AMY VETAS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-14-23
Certificate No: 20-8503-01

Steven M Smith
Signature

4/4/2022
Date

Subscribed and sworn to before me this 4th day of April, 2022

Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
18

DEPARTMENT: Fire & Rescue **CONSENT**
DIRECTOR: Jeff Buchanan

SUBJECT:
For possible action to approve the acceptance of approximately 215 XL Twin mattresses from Walker Furniture to the City of Las Vegas' Fire and Rescue, to accommodate first responders at 21 fire stations in the City of Las Vegas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Walker Furniture's Project Firehouse-Rested and Ready would supply new Twin XL mattresses to all 21 firehouse stations in the city of Las Vegas. Walker Furniture will donate all the mattresses needed to fulfill their commitment to first responders. Each mattress and foundation retails at $670, making the total donation amount approximately $144,050 donated to Las Vegas Fire & Rescue. The donations are coming from United Factory Furniture Corporation, an Indiana corporation doing business as Walker Furniture. Walker Furniture will deliver mattresses to one station every month, taking approximately 21 months to complete. No deliveries will take place during the month of December due to Walker Furniture's Home for the Holidays events.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Walker Furniture Donation Letter

WALKER
FURNITURE & MATTRESS

April 19, 2022

Las Vegas Fire & Rescue
500 N Casino Center Blvd.
Las Vegas, NV 89101

Dear Fire Chief Jeff Buchanan,

Walker Furniture is honored to partner with you to supply mattresses at your local station Firehouses. With 21 stations needing new mattresses and many firefighters needing a good night's sleep; we will be working diligently to make this project a huge success.

Walker Furniture's ***Project Firehouse–Rested and Ready*** is ready to go. We will supply new Twin XL mattresses and box springs to each station as soon as we have final approval from your board.

The retail value for each mattress and foundation is $670. Walker Furniture will be donating all the mattresses needed to fulfill our commitment to the Las Vegas Fire & Rescue Department. The donations are coming from United Factory Furniture Corporation, an Indiana corporation doing business as Walker Furniture.

Sincerely,

Linda Alterwitz-Mizrahi

Linda Alterwitz-Mizrahi
Owner – Walker Furniture

CC: Melanie Dennon - Fire Inspector II
Patti Gerace - Walker Marketing Director

301 S. MARTIN LUTHER KING BLVD. | LAS VEGAS, NV 89106

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
19

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve the ratification of the Grant Agreement Termination for Centennial Commission Grant Number 20-0057-CLC1 and the allocation of $300,000 back to the Centennial Commission, which was originally awarded to the Neon Museum for expenses related to the creation of an Archives and Collections Management Center at the former Reed Whipple Cultural Center, located at 821 Las Vegas Boulevard North - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $300,000
Funding Source: License Plate Revenue
Dept./Division: Commission for the Las Vegas Centennial

PURPOSE/BACKGROUND:
During the July 27, 2020 Centennial Commission meeting, the Commission awarded a grant to the Neon Museum in the amount of $300,000 to create a state-of-the-art Archives and Collections Management Center in their newly acquired space at the former Reed Whipple Cultural Center. Funding was awarded to cover the costs associated with furnishing the archives and collections space with the equipment necessary to properly store and curate historic objects, including, (1) a dedicated HVAC system with temperature and humidity control, (2) low emission LED overhead lighting, (3) humidity and temperature readers/loggers, (4) fire suppression system, (5) fireproof, waterproof and acid free storage containers, (6) pest monitoring, (7) work tables, and (8) various bookcases and shelving units. After the grant was awarded, the proposed work on the building was delayed several times due to issues related to the COVID-19 Pandemic. Since then, the Executive Director of the Neon Museum advised that due to circumstances beyond their control, they are no longer able to move into the building and will therefore no longer be creating an Archives and Collections Management Center in the former Reed Whipple Cultural Center. The grant monies awarded to the Neon Museum for this specific project will no longer be moving forward and the recipient requested a mutually agreed upon termination for this project. The Centennial Commission approved the grant termination at their March 28, 2022 meeting and for the $300,000 earmarked for the project to be allocated back to the Commission’s budget.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Grant Agreement Termination

GRANT AGREEMENT TERMINATION
THE COMMISSION FOR THE LAS VEGAS CENTENNIAL GRANT AGREEMENT
PROJECT NUMBER: 20-0057-CLC1

THIS GRANT AGREEMENT TERMINATION (this "Termination Agreement") is made and entered into by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada nonprofit corporation (the "Commission") and THE NEON MUSEUM (the "Grantee"). The Commission and the Grantee are sometimes collectively referred to herein as the "Parties."

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

RECITALS:

WHEREAS, the Parties entered that certain Centennial Grant Agreement dated September 16, 2020 (the "Original Grant Agreement") whereby the Commission granted monies to the Grantee for those certain activities as detailed in the Original Grant Agreement (the "Project"); and

WHEREAS, the Parties mutually desire to terminate the Original Grant Agreement.

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

AGREEMENT

1. Upon the Effective Date of this Termination Agreement, the Parties mutually agree that the Original Grant Agreement is hereby terminated and of no further force and effect.

2. The Grantee warrants and represents that no grant monies allocated under the terms of the Original Grant Agreement have been expended for any reason and that Grantee is not due any grant monies under the terms of the Original Grant Agreement.

[LEFT BLANK INTENTIONALLY AND CONTINUED ON NEXT PAGE]

3. COUNTERPARTS; ELECTRONIC DELIVERY. This Termination Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the Effective Date.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____

Carolyn G. Goodman, President

ATTEST: Date: _____

By: _____

Michael Howe, Secretary

Approved as to Form:

By: John S. Ridilla 4/4/22

Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

THE NEON MUSEUM

By: _____

Printed Name: AARON BERGER

Title: EXECUTIVE DIRECTOR

Date: 3/30/22

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
20

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Retail Cannabis Store (Rec Sales) license for NULEAF CLV DISPENSARY LLC dba BEYOND/HELLO at 1600 South Las Vegas Boulevard, Suite #150 - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Retail Cannabis Store (Rec Sales) license.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary Temporary Retail Cannabis Store (Rec Sales) license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

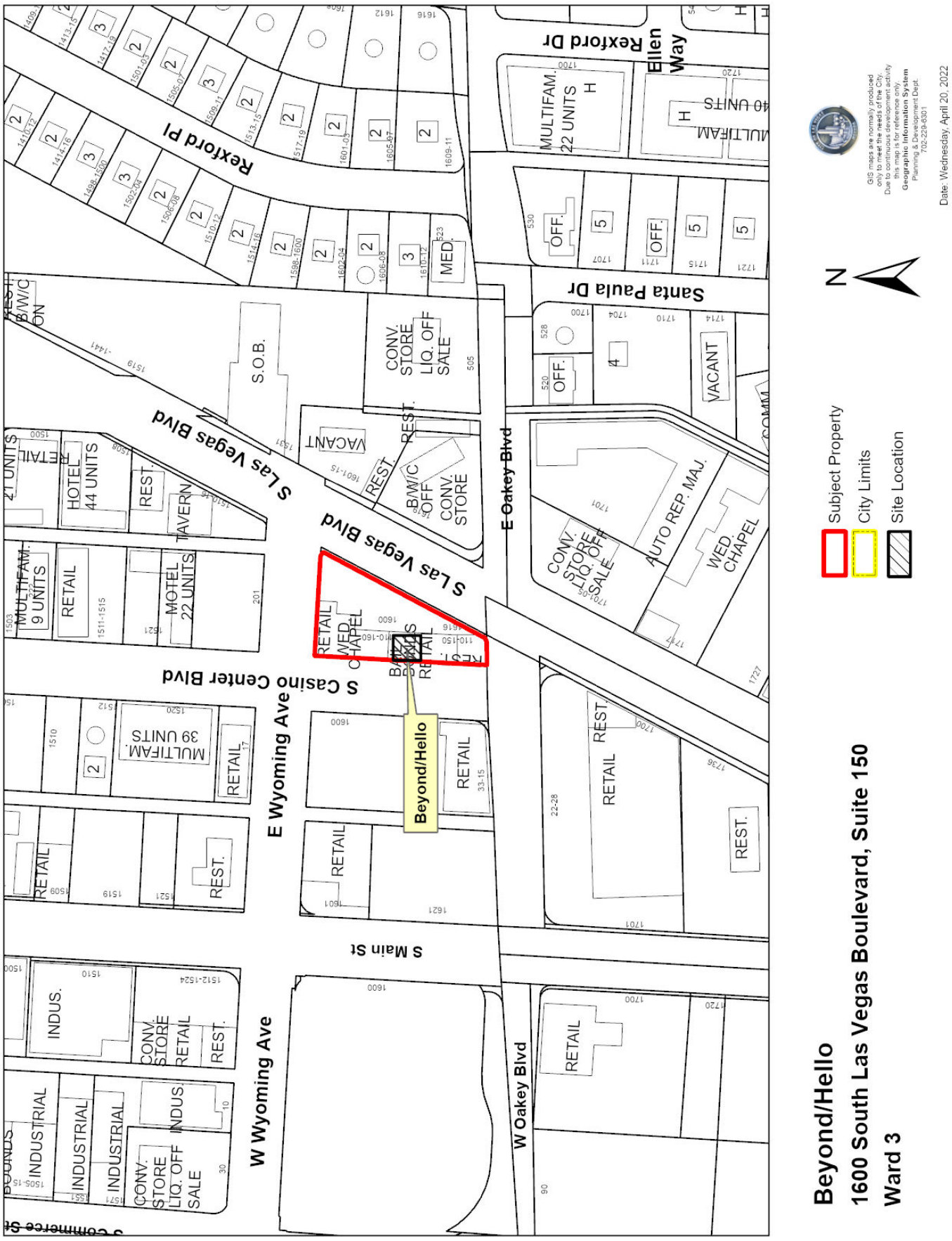
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 4, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Retail Cannabis Store (Rec Sales) license for NULEAF CLV DISPENSARY LLC dba BEYOND/HELLO at 1600 South Las Vegas Boulevard, Suite #150 - Ward 3 (Diaz)

OWNERSHIP:

NULEAF CLV DISPENSARY LLC
Louis J Barack, Manager
Jushi, NV CLV, Inc., Member
Louis J. Barack, President, Secretary, Treasurer, Director
Mojave Suncup Holdings, LLC, Shareholder
JMGT, LLC, Manager
Jushi Inc., Managing Member
Jushi Inc., Member
Louis J. Barack, President, Secretary, Treasurer
James A. Cacioppo, Director
Peter A. Adderton, Director
Benjamin Cross, Director
Marina L. Hahn, Director
Stephen Monroe, Director
Jushi Holdings Inc, Shareholder
Louis J. Barack, President, Secretary
Stephen A. Monroe, Director
Peter A. Adderton, Director
Benjamin Cross, Director
Marina L. Hahn, Director



Beyond/Hello
1600 South Las Vegas Boulevard, Suite 150
Ward 3

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
21

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Medical Cannabis Dispensary license for NULEAF CLV DISPENSARY LLC dba BEYOND/HELLO at 1600 South Las Vegas Boulevard, Suite #150 - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Medical Cannabis Dispensary license.

RECOMMENDATION:
Staff recommends APPROVAL of a Temporary Medical Cannabis Dispensary license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

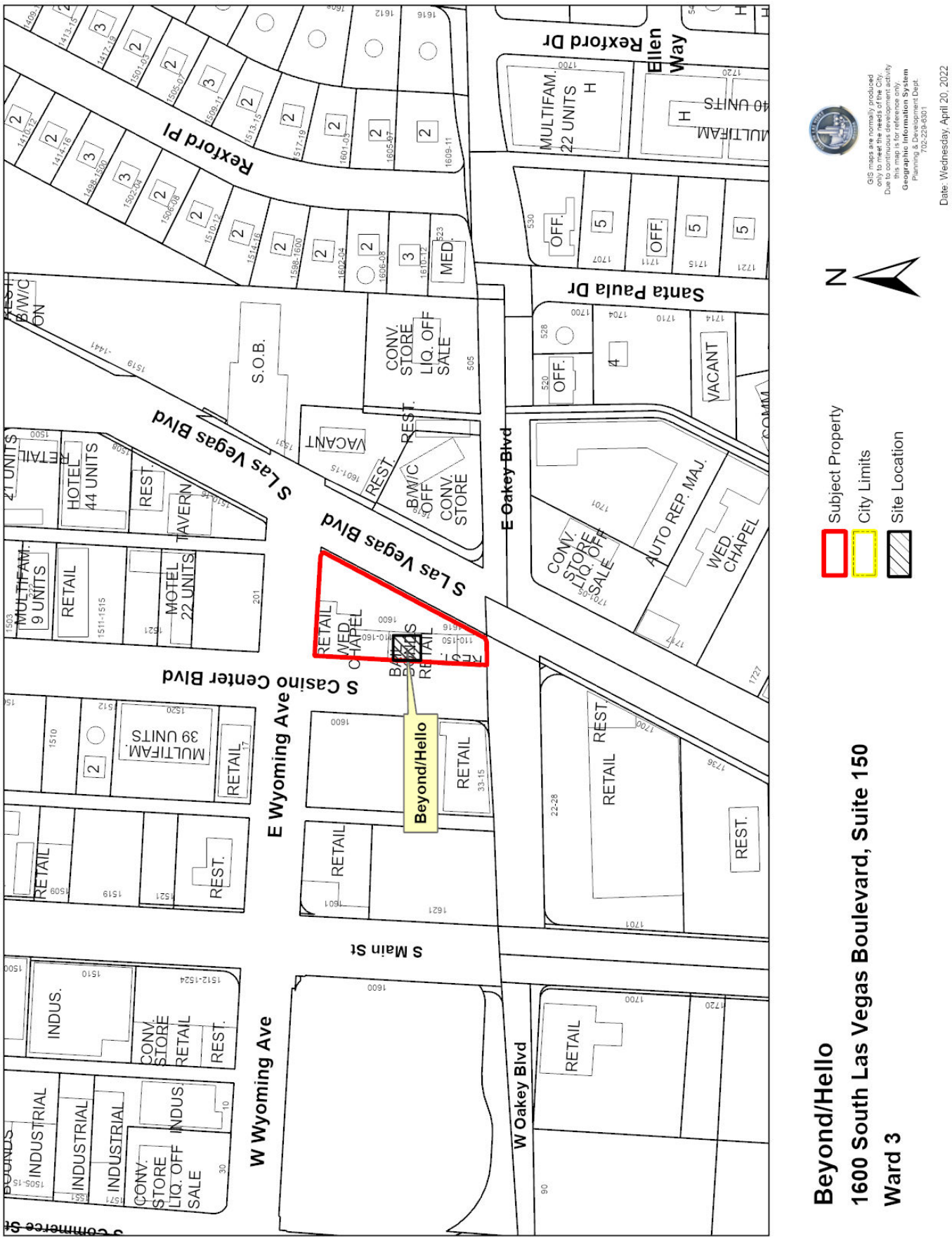
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 4, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Medical Cannabis Dispensary license for NULEAF CLV DISPENSARY LLC dba BEYOND/HELLO at 1600 South Las Vegas Boulevard, Suite #150 - Ward 3 (Diaz)

OWNERSHIP:

NULEAF CLV DISPENSARY LLC
Louis J Barack, Manager
Jushi, NV CLV, Inc., Member
Louis J. Barack, President, Secretary, Treasurer, Director
Mojave Suncup Holdings, LLC, Shareholder
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Marina L. Hahn, Director
Stephen Monroe, Director
Jushi Holdings Inc, Shareholder
Louis J. Barack, President, Secretary
Stephen A. Monroe, Director
Peter A. Adderton, Director
Benjamin Cross, Director
Marina L. Hahn, Director



Beyond/Hello
1600 South Las Vegas Boulevard, Suite 150
Ward 3

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
22

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve an extension of time for the completion of the winning bidder requirements for a new Pawnbroker license for Cash America West, Inc. dba SuperPawn

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve an Extension of Time for the completion of a new Pawnbroker application pursuant to LVMC 6.60.065(B). On October 25, 2021, the applicant was the successful bidder for a new Pawnbroker license. The applicant has met previous suitability to hold similar privileged licenses and is requesting additional time to finalize the necessary land use approvals for one of three possible new locations for this license.

RECOMMENDATION:
Staff recommends APPROVAL of a one-year extension of time to complete the full business license application approval process.

BACKUP DOCUMENTATION:
1. Winning Bid Application
2. Extension of Time Request Letter from the Applicant's Legal Counsel, Ballard Spahr LLP

Bidder Contract

#1402 Cashiers CK 100065

This Bidder Contract is between the undersigned Bidder, whose name is signed below, and the City of Las Vegas. The Bidder and the City of Las Vegas agree that the terms listed below shall govern this auction sale.

A deposit of $10,000 must be made upon registration. $1,900,000

Deposit will only be accepted in U.S. currency or certified bank funds. Company checks must be accompanied by a recent Letter of Guarantee from the issuing bank. Checks must be made payable to the "City of Las Vegas." **NO CREDIT CARDS OR PERSONAL CHECKS WILL BE ACCEPTED.**

TNT AUCTION OF NEVADA, INC. will conduct the registration process as the Auctioneer.

The City of Las Vegas will retain the winning and the second place bidder's deposit. The second place bidder's deposit will be kept for up to up to 72 hours, in case the winning bidder fails to complete the required payment.

Except for the winning and second place bidder, all deposits will be returned at the end of the auction. The winning and second place bidder's deposit will be remitted to the City of Las Vegas for safekeeping.

The Auctioneer will retain the funds during the auction and return funds at the end of the auction. Unsuccessful bidders agree to collect their deposit at the end of the auction.

Registry with **proof of identity** must be made. LVMC 6.60.060 (B)(1):

- The individual directly bidding in the auction must present **a valid government issued ID.** This is the individual signaling the auctioneer.
    - If that individual is representing a business entity such as an LLC, Partnership, or Corporation and **is not a 10% owner, then** they must have a signed letter stating that they can bid on behalf of that entity. The letter must be signed by either an owner or officer/director that can be verified through Secretary of State or other legal documents.
- An existing business entity **must present at time of registration:**
    - An active State Business Registration/License from their respective Secretary of State or similar type office along with Business Formation Documents. If you are uncertain what will be required, please email us at License@LasVegasNevada.gov **PRIOR** to the date of the auction.
- A trustee bidding must present the Certificate of Trust and Trust Document. If someone else who is not named in the trust is bidding, then a notarized letter signed by a trustee stating that they can bid on behalf of that entity is required.

Initial HOV

Acknowledgments (Read and Initial each line):

HOV I understand that only **ONE** pawnbroker license will be auctioned off today.

HOV This license will be issued in the City of Las Vegas **ONLY** and is not valid in any other jurisdiction.

HOV I understand the opening bid is **$60,000 (Sixty Thousand Dollars)**. LVMC 6.60.060 (B)(2).

HOV I understand that payment of the full amount of the winning bid must be made within 72 hours after the close of the auction. Wire Instructions will be provided following the auction. LVMC 6.60.060 (B)(5).

HOV I understand that if I am the winning bidder that I have to pay the balance due by 4 pm local Las Vegas time on **Thursday, October 28, 2021,** otherwise my bid will be void. The second-highest bid automatically becomes the new winning bidder.

HOV I understand that if I am the second highest bidder, and the first bidder fails to pay on time, I will have 72 hours to make payment once notified by the City of Las Vegas.

HOV I understand that the winning bidder must complete the following per LVMC 6.60.065(A) within **ONE YEAR** from the date of the auction:

(1) Apply for a business license
(2) Complete suitability in accordance with LVMC 6.06
(3) Comply with all land use and development requirements
(4) Obtain final licensing

HOV I understand that if I am awarded the license that additional fees for obtaining the license and land use will apply.

HOV I understand that this is a privilege license and that a suitability (background check) through the Las Vegas Metropolitan Police Department is required for any principals or managers to obtain final licensure.

HOV I understand that I must apply for a Special Use Permit to obtain land entitlement and that other requirements may be required.

HOV I understand that the winning bidder, whether an individual or an entity, must have an ownership interest of at least **TEN PERCENT** when the license is applied for. LVMC 6.60.060 (C)

HOV Once the license application has been filed, no changes may be made in the ownership of the person or entity applying for the license during the process. Owners other than the winning bidder may be removed, but in no event may the winning bidder's ownership interest decrease below 10%. LVMC 6.60.060(D).

Initial HOV

HDV I understand that the auction will be conducted by an independent contractor, TNT AUCTION OF NEVADA, INC. as the Auctioneer.

HDV I consent to the Auctioneer audio and video taping the auction in its entirety.

HDV If there is a dispute between bidders, then the Auctioneer shall designate the winning bidder after the auction. If a dispute arises between two or more bidders, the Auctioneer reserves the right to reopen the bidding. The Auctioneers designation of the winning bidder shall be final.

HDV Buyer acknowledges responsibility for any personal injury or property damage caused by Bidder or his agents, and further agrees to hold the Auctioneer and the City of Las Vegas harmless for any personal injury to himself, his agents, or any third parties and any property damage incurred on auction premises.

HDV Bidder agrees to comply with all announcements made or posted by the Auctioneer regarding this auction.

HDV Bidder also acknowledges he has received a copy of City of Las Vegas Municipal Code 6.06 and 6.60.

Date 10/25/2021 NO. 1402

The undersigned agrees to the Terms and Conditions above and that the number on the contract is the same number shown on his bidding card.

Company (If Applicable): Cash America West Inc

BIDDER'S NAME: Harold David Vale

Home Address: 5300 Coral Gables Drive

City: Las Vegas State: NV Zip: 89130

Business Address: 1600 W 7th St.

City: Fort Worth State: TX Zip: 76102

Driver's License #: NV DL 1400 991 681

Email: dave.vale@firstcash.com

Phone: (702) 528-2959

Signature: Harold D. Vale

Initial HDV

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
BUSINESS LICENSING DIVISION
500 S. MAIN ST. #110
LAS VEGAS, NV 89101

Payment Receipt

Transaction Date: 10/25/2021 1:54:36 PM

Cashier: 984370

Receipt #: 1072279

Payer: Cash America West, Inc.

Business Location: 0 Uknown, ,

Application #	Charge Description	Amount Due	Amount Paid
P69-00244	Prv(Origination Fee-Pawn Shop)	$10,000.00	$10,000.00
	Total	**$10,000.00**	**$10,000.00**

Payment Tender	Payment ID / Check #	Amount Paid
Check	#10066574	$10,000.00
Total Paid		**$10,000.00**

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
BUSINESS LICENSING DIVISION
500 S. MAIN ST. #110
LAS VEGAS, NV 89101

Payment Receipt

Transaction Date: 10/26/2021 11:43:03 AM

Cashier: 984370

Receipt #: 1072674

Payer: Cash America West, Inc.

Business Location: 0 Uknown, ,

Application #	Charge Description	Amount Due	Amount Paid
P69-00244	Prv(Origination Fee-Pawn Shop)	$1,890,000.00	$1,890,000.00
	Total	**$1,890,000.00**	**$1,890,000.00**

Payment Tender	Payment ID / Check #	Amount Paid
Check	#413900	$1,890,000.00
Total Paid		**$1,890,000.00**

October 20, 2021

The City of Las Vegas
Las Vegas City Hall
495 S. Main St.
Las Vegas, NV 89101

RE: Cash America West, Inc.

To whom it may concern:

This letter serves to provide written authorization for Harold David Vale to bid as a representative for, and act on behalf of, Cash America West, Inc. at the Las Vegas pawnbroker license auction on October 25, 2021. Please contact me with any questions regarding this authorization.

Sincerely,

Thomas Brent Stuart
President and Chief Operating Officer

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

CASH AMERICA WEST, INC.

Nevada Business Identification # NV20041579709
Expiration Date: 08/31/2022

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/17/2021.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certificate Number: B202109171999252
You may verify this certificate online at http://www.nvsos.gov

SilverFlume
NEVADA'S BUSINESS PORTAL

BUSINESSINFORMATION

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:	CASH AMERICA WEST, INC.	**Entity Number:**	C23435-2004
Entity Type:	Domestic Corporation (78)	**Entity Status:**	Active
Formation Date:	08/31/2004	**NV Business ID:**	NV20041579709
Termination Date:	Perpetual	**Annual Report Due Date:**	8/31/2022

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:	CORPORATION SERVICE COMPANY	**Status:**	Active
CRA Agent Entity Type:		**Registered Agent Type:**	Commercial Registered Agent
NV Business ID:	NV20101844335	**Office or Position:**	
Jurisdiction:	DELAWARE		
Street Address:	112 NORTH CURRY STREET, Carson City, NV, 89703, USA		
Mailing Address:			

Individual with Authority to Act: GEORGE MASSIH

Fictitious Website or Domain Name:

OFFICER INFORMATION

☐ VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
President	THOMAS B STUART	1600 W. 7TH STREET, FORT WORTH, TX, 76102, USA	05/31/2018	Active
Secretary	ROBERT D ORR	1600 W. 7TH STREET, FORT WORTH, TX, 76102, USA	05/31/2018	Active
Treasurer	ROBERT D ORR	1600 W. 7TH STREET, FORT WORTH, TX, 76102, USA	05/31/2018	Active
Director	ROBERT D ORR	1600 W. 7TH STREET, FORT WORTH, TX, 76102, USA	05/31/2018	Active
Director	RICK L WESSEL	1600 W. 7TH STREET, FORT WORTH, TX, 76102, USA	05/31/2018	Active

Page 1 of 1, records 1 to 5 of 5

CURRENT SHARES

Class/Series	Type	Share Number	Value
	Authorized	1,000	0.010000000000

Page 1 of 1, records 1 to 1 of 1

Number of No Par Value Shares: **0**

Total Authorized Capital: **10**

Filing History | Name History | Mergers/Conversions

Return to Search | Return to Results

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of	Document Number
Barbara K. Cegavske	20150321950-28
Secretary of State	Filing Date and Time
State of Nevada	07/14/2015 11:37 AM
	Entity Number
	C23435-2004

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Cash America, Inc. of Nevada

2. The articles have been amended as follows: (provide article numbers, if available)

Article 1. The name of the corporation is Cash America West, Inc.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 100% Unanimously Approved

4. Effective date and time of filing: (optional) Date: August 1, 2015 Time: 8:00 AM CST
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X Curtis Linscott

Signature of Officer J. Curtis Linscott, Executive Vice President and Secretary

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amdtg Profit After
Revised: 1-5-15

DEAN HELLER,
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

FILED # C-23435-04

AUG 31 2004

IN THE OFFICE OF
DEAN HELLER, SECRETARY OF STATE

Articles of Incorporation
(PURSUANT TO NRS 78)

Important. Read attached instructions before completing form. ABOVE SPACE IS FOR OFFICE USE ONLY

1. *Name of Corporation:*	Cash America, Inc. of Nevada
2. *Resident Agent Name and Street Address:* (must be a Nevada address, where process may be served)	Capitol Corporate Services, Inc. (Name) 202 South Minnesota Street (Street Address) — Carson City (City) — NEVADA (State) — 89703 (Zip Code) Optional Mailing Address — City — State — Zip Code
3. *Shares:* (number of shares corporation authorized to issue)	Number of shares with par value: 1,000 — Par value $ .01 — Number of shares without par value:
4. *Names & Addresses of Board of Directors/Trustees:* (attach additional page, there is more than 3 directors/trustees)	1. Daniel R. Feehan (Name) 1600 W. 7th Street (Street Address) — Fort Worth (City) — TX (State) — 76102 (Zip Code) 2. Hugh A. Simpson (Name) 1600 W. 7th Street (Street Address) — Fort Worth (City) — TX (State) — 76102 (Zip Code) 3. Name Street Address — City — State — Zip Code
5. *Purpose:* (optional-see instructions)	The purpose of this Corporation shall be: General
6. *Names, Address and Signature of Incorporator.* (attach additional page, there is more than 1 incorporator)	Hugh A. Simpson (Name) — Hugh A. Simpson (Signature) 1600 W. 7th Street (Address) — Fort Worth (City) — TX (State) — 76102 (Zip Code)
7. *Certificate of Acceptance of Appointment of Resident Agent:*	I hereby accept appointment as Resident Agent for the above named corporation. / Robert K — Authorized Signature of R. A. or On Behalf of R. A. Company — 8/31/04 (Date)

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form 78 ARTICLES 2003
Revised on 09/29/03

ATTACHMENT TO ARTICLES OF INCORPORATION
OF
CASH AMERICA, INC. OF NEVADA

The following Article is hereby adopted as an additional Article to the Articles of Incorporation of Cash America, Inc. of Nevada:

ARTICLE 8

INDEMNIFICATION AND PAYMENT OF EXPENSES

Section 8.1. Indemnification and Payment of Expenses. The corporation shall, to the extent and in any manner permitted by the law of the State of Nevada, indemnify from liability and advance the expenses of, as they are incurred, the corporation's directors, officers, employees or agents and any person serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise in the defense of their acts or omissions occurring while serving in such capacity.

Section 8.2. Repeal and Conflicts. Any repeal or modification of Section 8.1 approved by the stockholders of the corporation shall be prospective only. In the event of any conflict between Section 8.1 and any other Article of the corporation's Articles of Incorporation, the terms and provisions of Section 8.1 shall control.

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

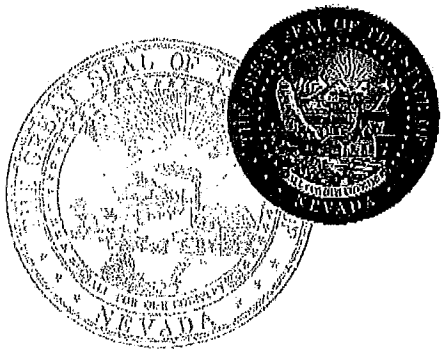
CASH AMERICA WEST, INC.

Nevada Business Identification # NV20041579709

Expiration Date: August 31, 2016

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on July 15, 2015

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived.

SECRETARY OF STATE

STATE OF NEVADA

CORPORATE CHARTER

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **CASH AMERICA, INC. OF NEVADA** did on **August 31, 2004** file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on **September 1, 2004.**

Dean Heller

DEAN HELLER
Secretary of State

By Patricia A. Blasdell

Certification Clerk

CASH AMERICA, INC. OF NEVADA

BYLAWS

ARTICLE 1

OFFICES

Section 1.1. Registered Office. The registered office shall be in the City of Carson City, State of Nevada.

Section 1.2. Other Offices. The corporation may also have offices at such other places, either within or without the State of Nevada, as the board of directors may from time to time to determine or as the business of the corporation may require.

ARTICLE 2

MEETINGS OF STOCKHOLDERS

Section 2.1. Place of Meetings. All meetings of the stockholders shall be held at the office of the corporation or at such other places as may be fixed from time to time by the board of directors, either within or without the State of Nevada, and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.2. Annual Meetings. Annual meetings of stockholders, commencing with the year 2005, shall be held at the time and place to be selected by the board of directors. If the day is a legal holiday, then the meeting shall be held on the next following business day. At the meeting, the stockholders shall elect a board of directors by written ballot and transact such other business as may properly be brought before the meeting.

Section 2.3. Notice of Annual Meeting. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 2.4. Voting List. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.5. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the chairman of the board or the president, and shall be called by the president or secretary at the request in writing of a majority of the board of directors or the holders of ten percent or more of the outstanding shares of stock of the corporation. Such request shall state the purpose or purposes of the proposed meeting.

Section 2.6. Notice of Special Meetings. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, to each stockholder entitled to vote at such meeting. Business transacted at any special meeting of the stockholders shall be limited to the purposes stated in the notice.

Section 2.7. Quorum. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.8. Order of Business. At each meeting of the stockholders, one of the following persons, in the order in which they are listed (and in the absence of the first, the next, and so on), shall serve as chairman of the meeting: president, chairman of the board, vice presidents (in the order of their seniority if more than one) and secretary. The order of business at each such meeting shall be as determined by the chairman of the meeting. The chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, the establishment of procedures for the maintenance of order and safety, limitations on the time allotted to questions or comments on the affairs of the corporation, restrictions on entry to such meeting after the time prescribed for the commencement thereof, and the opening and closing of the voting polls.

Section 2.9. Majority Vote. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the certificate of incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 2.10. Method of Voting. Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in

person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

ARTICLE 3

DIRECTORS

Section 3.1. General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by law or by the certificate of incorporation of the corporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 3.2. Number of Directors. The board of directors shall have not less than one (1) nor more than nine (9) directors. The number of directors constituting the board shall be such number as shall be from time to time specified by resolution of the board of directors; provided, however, no director's term shall be shortened by reason of a resolution reducing the number of directors; and further provided that the number of directors constituting the initial board of directors shall be the number specified in the certificate of incorporation and shall remain such number unless and until changed by resolution of the board of directors aforesaid.

Section 3.3. Election, Qualification and Term of Office of Directors. Directors shall be elected at each annual meeting of stockholders, to hold office until the next annual meeting. Directors need not be stockholders unless so required by the certificate of incorporation or these Bylaws, wherein other qualifications for directors may be prescribed. Each director, including a director elected to fill a vacancy, shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Elections of directors need not be by written ballot.

Section 3.4. Nominations of Directors. Nominations for the election of directors may be made by the board of directors or by any stockholder entitled to vote for the election of directors.

Section 3.5. First Meetings. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 3.6. Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and at such places as shall from time to time be determined by the board.

Section 3.7. Special Meetings. Special meetings of the board may be called by the chairman of the board or the president, and shall be called by the president or secretary on the written request of one director.

Section 3.8. Quorum, Majority Vote. At all meetings of the board, a majority of the entire board of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.9. Action Without Meeting. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the board or committee.

Section 3.10. Telephone and Similar Meetings. Unless otherwise restricted by the certificate of incorporation or these Bylaws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or such committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11. Notice of Meetings. Notice of regular meetings of the board of directors or of any adjourned meeting thereof need not be given. Notice of each special meeting of the board shall be mailed to each director, addressed to such director at such director's residence or usual place of business, at least two days before the day on which the meeting is to be held or shall be sent to such director at such place by telegraph or be given personally or by telephone, not later than the day before the meeting is to be held, but notice need not be given to any director who shall, either before or after the meeting, submit a signed waiver of such notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to such director. Every such notice shall state the time and place but need not state the purpose of the meeting.

Section 3.12. Rules and Regulations. The board of directors may adopt such rules and regulations not inconsistent with the provisions of law, the certificate of incorporation of the corporation or these Bylaws for the conduct of its meetings and management of the affairs of the corporation as the board may deem proper.

Section 3.13. Resignations. Any director of the corporation may at any time resign by giving written notice to the board of directors, the chairman of the board, the president or the secretary of the corporation. Such resignation shall take effect at the time specified therein or, if the time be not specified, upon receipt thereof; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.14. Removal of Directors. Unless otherwise restricted by statute, by the certificate of incorporation or by these Bylaws, any director or the entire board of directors may be removed with or without cause by the holders of a majority of the shares then entitled to vote at an election of directors.

Section 3.15. Vacancies. Subject to any express rights of the holders of any class or series of stock having a preference over the common stock of the corporation as to dividends or upon liquidation, any vacancies on the board of directors resulting from death or resignation may be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the board of directors, or by a sole remaining director, and newly created directorships resulting from any increase in the number of directors may be filled by the board of directors, or if not so filled, by the stockholders at the next annual meeting thereof or at a special meeting called for that purpose in accordance with Section 2.5 of Article II of these Bylaws. Any vacancy on the board of directors resulting from the removal of a director, with or without cause, shall be filled by the holders of a majority of the shares then entitled to vote at an election of directors. Any director elected in accordance with the two preceding sentences of this Section 3.15 shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such successor shall have been elected and qualified.

Section 3.16. Compensation of Directors. Unless otherwise restricted by the certificate of incorporation or these Bylaws, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE 4

EXECUTIVE AND OTHER COMMITTEES

Section 4.1. Executive Committee. The board of directors may, by resolution adopted by a majority of the entire board, designate annually one or more of its members to constitute members or alternate members of an executive committee, which committee shall have and may exercise, between meetings of the board, all the powers and authority of the board in the management of the business and affairs of the corporation, including, if such committee is so empowered and authorized by resolution adopted by a majority of the entire board, the power and authority to declare a dividend and to authorize the issuance of stock, and may authorize the seal of the corporation to be affixed to all papers which may require it, except that the executive committee shall not have such power or authority with reference to:

(a) amending the certificate of incorporation of the corporation;

(b) adopting an agreement of merger or consolidation involving the corporation;

(c) recommending to the stockholders the sale, lease or exchange of all or substantially all of the property and assets of the corporation;

(d) recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution;

(e) adopting, amending or repealing any Bylaw;

(f) filling vacancies on the board or on any committee of the board, including the executive committee;

(g) fixing the compensation of directors for serving on the board or on any committee of the board, including the executive committee; or

(h) amending or repealing any resolution of the board that by its terms may be amended or repealed only by the board.

Section 4.2. Other Committees. The board of directors may, by resolution adopted by a majority of the entire board, designate from among its members one or more other committees, each of which shall, except as otherwise prescribed by law, have such authority of the board as may be specified in the resolution of the board designating such committee. A majority of all the members of such committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the membership of, to increase or decrease the membership of, to fill all vacancies in and to discharge any such committee, or any member thereof, either with or without cause.

Section 4.3. Procedure; Meetings; Quorum. Regular meetings of the executive committee or any other committee of the board of directors, of which no notice shall be necessary, may be held at such times and places as shall be fixed by resolution adopted by a majority of the members thereof. Special meetings of the executive committee or any other committee of the board shall be called at the request of any member thereof. Notice of each special meeting of the executive committee or any other committee of the board shall be sent by mail, telegraph or telephone, or be delivered personally to each member thereof not later than the day before the day on which the meeting is to be held, but notice need not be given to any member who shall, either before or after the meeting, submit a signed waiver of such notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of such notice to such member. Any special meeting of the executive committee or any other committee of the board shall be a legal meeting without any notice thereof having been given, if all the members thereof shall be present thereat. Notice of any adjourned meeting of any committee of the board need not be given. The executive committee or any other committee of the board may adopt such rules and regulations not inconsistent with the provisions of law, the certificate of incorporation of the corporation or these Bylaws for the conduct of its meetings as the executive committee or such other committee of the board may deem proper. A majority of the executive committee or any other committee of the board shall constitute a quorum for the transaction of business at any meeting, and the vote of a majority of the members thereof present at any meeting at which a quorum is present shall be the act of such committee. The executive committee or any other committee of the board of directors shall keep written minutes of

its proceedings, a copy of which is to be filed with the secretary of the corporation, and shall report on such proceedings to the board.

ARTICLE 5

NOTICES

Section 5.1. Method. Whenever, under the provisions of the statutes or of the certificate of incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given the day following the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 5.2. Waiver. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE 6

OFFICERS

Section 6.1. Election, Qualification. The officers of the corporation shall be chosen by the board of directors and shall be a president, one or more vice presidents, a secretary and a treasurer. The board of directors may also choose a chairman of the board, one or more assistant secretaries and assistant treasurers and such other officers and agents as it shall deem necessary. Any number of offices may be held by the same person, unless the certificate of incorporation or these Bylaws otherwise provide.

Section 6.2. Salary. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 6.3. Term, Removal. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

Section 6.4. Resignation. Subject at all times to the right of removal as provided in Section 6.3 of this Article 6, any officer may resign at any time by giving notice to the board of directors, the president or the secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein; provided that the president or, in the event of the resignation of the president, the board of directors may designate an effective date

for such resignation which is earlier than the date specified in such notice but which is not earlier than the date of receipt of such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.5. Vacancies. A vacancy in any office because of death, resignation, removal or any other cause may be filled for the unexpired portion of the term in the manner prescribed in these Bylaws for election to such office.

Section 6.6. Chairman of the Board. The chairman of the board shall, if there be such an officer, preside at meetings of the board of directors and, if present, and in the absence of the president, preside at meetings of the stockholders. The chairman of the board shall counsel with and advise the president and perform such other duties as the president or the board or the executive committee may from time to time determine. Except as otherwise provided by resolution of the board, the chairman of the board shall be ex-officio a member of all committees of the board. The chairman of the board may sign and execute in the name of the corporation deeds, mortgages, bonds, contracts or other instruments authorized by the board or any committee thereof empowered to authorize the same.

Section 6.7. President. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the stockholders and (in the absence of the chairman of the board) the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

Section 6.8. Vice Presidents. In the absence of the president and the chairman of the board or in the event of their inability or refusal to act, the vice president (or if there shall be more than one vice president, the vice presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 6.9. Secretary. The secretary shall attend all meetings of the board of directors and of the stockholders, shall record all the proceedings of the meetings of the stockholders and of the board of directors in a book to be kept for that purpose, and shall perform like duties for the other committees designated by the board of directors when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it. When so affixed, the corporate seal may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 6.10. Assistant Secretary. The assistant secretary, if any (or if there shall be more than one, the assistant secretaries in the order determined by the board of directors, or in the absence of any such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 6.11. Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation. If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 6.12. Assistant Treasurer. The assistant treasurer, if any (or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, or in the absence of no such determination, then in the order of their election), shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE 7

CERTIFICATES OF STOCK

Section 7.1. Certificates. Every holder of stock in the corporation shall be entitled to have a certificate signed by, or in the name of the corporation by, the chairman or vice chairman of the board of directors, or the president or a vice president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him in the corporation.

Section 7.2. Facsimile Signatures. Any of or all the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 7.3. Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 7.4. Transfers of Stock. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 7.5. Fixing Record Date. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 7.6. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Nevada.

ARTICLE 8

AFFILIATED TRANSACTIONS

Section 8.1. Validity. Except as otherwise provided for in the certificate of incorporation and except as otherwise provided in this Bylaw, if Section 8.2 is satisfied, no contract or transaction between the corporation and any of its directors, officers or security holders, or any corporation, partnership, association or other organization in which any of such directors, officers or security holders are directly or indirectly financially interested, shall be void or voidable solely because of this relationship, or solely because of the presence of the director, officer or security holder at the

meeting authorizing the contract or transaction, or solely because of his or their participation in the authorization of such contract or transaction or vote at the meeting therefor, whether or not such participation or vote was necessary for the authorization of such contract or transaction.

Section 8.2. Disclosure, Approval; Fairness. Section 8.1 shall apply only if:

(a) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known:

(i) to the board of directors (or committee thereof) and it nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the directors present, each such interested director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote; or

(ii) to the stockholders and they nevertheless authorize or ratify the contract or transaction by a majority of the shares present at a meeting considering such contract or transaction, each such interested person (stockholder) to be counted in determining whether a quorum is present and for voting purposes; or

(b) the contract or transaction is fair to the corporation as of the time it is authorized or ratified by the board of directors (or committee thereof) or the stockholders.

Section 8.3 Nonexclusive. This provision shall not be construed to invalidate a contract or transaction that would be valid in the absence of this provision.

ARTICLE 9

GENERAL PROVISIONS

Section 9.1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 9.2. Reserves. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 9.3. Annual Statement. The board of directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by majority vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 9.4. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 9.5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 9.6. Seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Nevada." The seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced or otherwise.

ARTICLE 10

AMENDMENTS

Section 10.1. Amendments. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by a majority of the entire board of directors in accordance with the terms and conditions of the certificate of incorporation.

[EFFECTIVE: August 31, 2004]

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March 28, 2022

Via E-mail

Darcy Adelbai-Hurd
Business Licensing Manager
City of Las Vegas Planning Department
Business Licensing Division

Re: Cash America West, Inc. dba SuperPawn
Request for Extension

Dear Ms. Adelbai-Hurd:

My firm represents Cash America West, Inc. doing business in Nevada as SuperPawn. SuperPawn has been a member of the Las Vegas business community for over 30 years, now operating 23 stores in Southern Nevada. Ten of these stores are within the City, and SuperPawn was the successful bidder at the City's auction on October 25, 2021, for the first new Pawnbroker license to be issued by the City since a new section of the Las Vegas Municipal Code ("LVMC") was adopted to provide for an auction once the City's population reached the necessary threshold. SuperPawn has demonstrated its commitment to continue its business relationship with and in the City through its payment of $1.9 million for the new license.

Pursuant to LVMC 6.60.065(A)(3), the successful bidder is required to comply with all land use and development requirements applicable to the location proposed for the license, including obtaining any and all necessary land use approvals, within one year of the completion of the auction. While SuperPawn remains hopeful that it can meet this timeframe, given its significant investment in the new license and the uncertain nature of many aspects of the business climate generally, SuperPawn respectfully requests an extension of time pursuant to LVMC 6.60.065(B) for one additional year, until October 25, 2023, in order to permit the company sufficient time to establish a new location that can benefit both the City and the company.

Upon its success at the auction, SuperPawn immediately began searching for an appropriate location to house the license. Within the first week, senior executives of SuperPawn's parent company travelled to Las Vegas to identify areas in the City where the license could be successful. With only one year to open, "build to suit" would have been virtually impossible, so the company interviewed and retained real estate broker Nolan Julseth-White, CCIM, of SVN The Equity Group to assist with identifying available existing buildings

within the City in areas that made sense given the company's existing market coverage. On December 15th, and after a potential list of options had been identified and diligence commenced, the Omicron variant of COVID-19 prompted SuperPawn (and many other businesses) to restrict travel. While SuperPawn continued to do as much diligence as possible remotely to evaluate sites, work toward identifying final options was significantly delayed.

Travel resumed in mid-January, and SuperPawn immediately reengaged with on-site location visits. Multiple SuperPawn teams (both local and from the home office in Texas) toured sites through January and February. Options to rent in areas that make sense for a new store are limited by availability, and also by the recent spike in property values and associated increases in rent, leading to the need to evaluate many more sites than had been expected. SuperPawn eventually identified three possible sites in mid-February. SuperPawn then proceeded to retain legal counsel to further review the options and provide advice regarding the applicability of the City's Development Code to each prospective site. Efforts continued through late February and early March to prepare required land use pre-application materials, and to initiate conversations with the members of the City Council in the areas where the prospective sites are located.

SuperPawn has been diligently pursuing all required approvals. It recognizes, however, that even at six months prior to the deadline, that even if the necessary land use applications were approved as quickly as procedurally possible, feedback received from local contractors and development professionals suggests that there is a significant delay in the design, build-out, and final approval of construction. Reasons given for the delay range from lack of skilled labor and lead time to engage design professionals, to a supply chain freeze making it difficult to secure construction materials in a timeframe that supports expeditious and efficient construction sequencing. SuperPawn will undoubtedly continue to encounter the same challenges faced by almost every industry, including prolific staff turnover, and increasingly long delays in the procurement of materials. Given this uncertainty and the significant cost of a failure to open by the required date, SuperPawn believes it appropriate to request an additional year to complete this process and place the license into operation in order to build in a buffer for additional delays.

SuperPawn also recognizes the discretionary nature of the Special Use Permit that is necessary to operate under the new license almost anywhere within the City, and is mindful of the need to work with local leaders and the community in locating a new store. Doing so without rushing through the process will improve the interaction of the store with the City leadership and the community in the selected location, wherever it is ultimately located.

Additional and more specific details of SuperPawn's efforts as generally described in this letter are available upon request, and we respectfully submit that good cause exists for the extension under LVMC 6.60.065(B).

Throughout its many years of local operations, SuperPawn has been a good corporate citizen operating in cooperation with local regulators and law enforcement. It invests over $2.5 million every year in local real estate through its leases and owned stores, and employs approximately 200 community members throughout its 23 Southern Nevada locations. Extending the deadline to meet the requirements of LVMC 6.60.060 will allow SuperPawn to expand this investment in the local community, imposes no detrimental impacts, and will lead to a new operation that will be mutually beneficial to both SuperPawn and the City.

If you have any questions, require additional information, or would like to discuss this request in more detail, please feel free to contact my office. Representatives from SuperPawn and I are happy to assist.

Sincerely,



Bill Curran

cc: Mayor Carolyn Goodman
Peter Lowenstein
Seth Floyd
Kelly Haun

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
23

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

SUBJECT:
For possible action to approve the following supplemental interlocal contracts: Interlocal Contract (IL) 931 - Supplemental No. (S No.) 4; IL 945 - S No. 2; IL 975 - S No. 1; IL 1010 - S No. 1; IL 1027 - S No. 6; IL 1065 - S No. 1; IL 1091 - S No. 2; IL 1116 - S No. 1; IL 1127 - S No. 1; IL 1132 - S No. 2, which are for capital improvement projects funded by the Regional Transportation Commission of Southern Nevada (RTC), and require supplements to modify funding source from Motor Vehicle Fuel Tax (MVFT) funds to Fuel Revenue Indexing (FRI) funds - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The RTC requested an administrative change of funding source for the attached projects funded from MVFT funds. All contracts listed below will change funding source from MVFT funds to FRI funds due to fund management technical and administrative requirements. The RTC approved these contracts at their February 10, 2022, board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 931 - Supplemental No. 4
2. Interlocal Contract 945 - Supplemental No. 2
3. Interlocal Contract 975 - Supplemental No. 1
4. Interlocal Contract 1010 - Supplemental No. 1
5. Interlocal Contract 1027 - Supplemental No. 6
6. Interlocal Contract 1065 - Supplemental No. 1
7. Interlocal Contract 1091 - Supplemental No. 2
8. Interlocal Contract 1116 - Supplemental No. 1
9. Interlocal Contract 1127 - Supplemental No. 1
10. Interlocal Contract 1132 - Supplemental No. 2

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4
PEDESTRIAN UPGRADES
CITY OF LAS VEGAS CITY-WIDE SAFETY IMPROVEMENTS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4 is made and entered into this 10TH day of February 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #931 dated April 13, 2017, and supplemental interlocal contracts dated August 10, 2017, March 8, 2018, and November 12, 2020, for Pedestrian Upgrades City of Las Vegas City-Wide Safety Improvements, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC wishes to change the funding account for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

The remainder of Interlocal Contract #931 dated April 13, 2017, and supplemental interlocal contracts dated August 10, 2017, March 8, 2018, and November 12, 2020, shall remain unchanged.

The remainder of this page is left intentionally blank.

Project – 178J
Contract – 931

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 4 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 10, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 3/17/22

Deputy City Attorney

Project – 071G
Contract – 945

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
BUFFALO DRIVE
CHARLESTON BOULEVARD AND SAHARA AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is made and entered into this 10TH day of February 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #945 dated July 13, 2017, and supplemental interlocal contract dated May 21, 2020, for improvements to Buffalo Drive from Charleston Boulevard and Sahara Avenue, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC wishes to change the funding account for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

The remainder of Interlocal Contract #945 dated July 13, 2017, and supplemental interlocal contract dated May 21, 2020, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 10, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 3/17/22

Deputy City Attorney

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
BUS TURNOUT PROJECT
WEST CHARLESTON BOULEVARD, I-15 TO HUALAPAI WAY

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 10TH day of February 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #975 dated December 14, 2017, for improvements to Bus Turn Out Project on West Charleston Boulevard from I-15 to Hualapai Way, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC wishes to change the funding account for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

The remainder of Interlocal Contract #975 dated December 14, 2017, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 10, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 3/17/22

Deputy City Attorney

Project – 146Q
Contract – 1010

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
BUS TURNOUT PROJECT
NELLIS BOULEVARD AND EASTERN AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 10TH day of February 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1010 dated May 24, 2018, for Bus Turnout Project at Nellis Boulevard and Eastern Avenue, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC wishes to change the funding account for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

The remainder of Interlocal Contract #1010 dated May 24, 2018, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 10, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 3/17/22

Deputy City Attorney

Project – 135AB3
Contract – 1027

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6
ARTERIAL RECONSTRUCTION PROGRAM
CITY OF LAS VEGAS MAINTENANCE FISCAL YEAR 2019

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6 is made and entered into this 10TH day of February 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1027 dated August 9, 2018, and supplemental interlocal contracts dated September 13, 2018, January 10, 2019, March 14, 2019, February 13, 2020, and November 18, 2021, for Arterial Reconstruction Program City of Las Vegas Maintenance, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC wishes to change the funding account for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

The remainder of Interlocal Contract #1027 dated August 9, 2018, and supplemental interlocal contracts dated September 13, 2018, January 10, 2019, March 14, 2019, February 13, 2020, and November 18, 2021, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 6 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 10, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 3/17/22

Deputy City Attorney

Project – 051R
Contract – 1065

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
CITY OF LAS VEGAS TRAFFIC SIGNALS
VARIOUS RIGHT TURN LANES AT INTERSECTION IMPROVEMENTS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 10TH day of February 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1065 dated February 14, 2019, for City of Las Vegas Traffic Signals Various Right Turn Lanes at Intersections Improvements, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC wishes to change the funding account for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

The remainder of Interlocal Contract #1065 dated February 14, 2019, shall remain unchanged.

The remainder of this page is left intentionally blank.

Project – 051R
Contract – 1065

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 10, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form John S. Ridilla Chief Deputy City Attorney

John S. Ridilla 3/17/22

Deputy City Attorney

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
NEIGHBORHOOD REHABILITATION
CITY OF LAS VEGAS FISCAL YEAR 2020

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is made and entered into this 10TH day of February 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1091 dated July 11, 2019, and supplemental interlocal contract dated June 10, 2021, for Neighborhood Rehabilitation for City of Las Vegas, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC wishes to change the funding account for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

The remainder of Interlocal Contract #1091 dated July 11, 2019, and supplemental interlocal contract dated June 10, 2021, shall remain unchanged.

The remainder of this page is left intentionally blank.

Project – 175R
Contract – 1091

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 10, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 3/17/22

Deputy City Attorney

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
ALEXANDER ROAD
RANCHO DRIVE TO DECATUR BOULEVARD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 10TH day of February 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1116 dated August 8, 2019, for improvements to Alexander Road from Rancho Drive to Decatur Boulevard, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC wishes to change the funding account for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

The remainder of Interlocal Contract #1116 dated August 8, 2019, shall remain unchanged.

The remainder of this page is left intentionally blank.

Project – 123F
Contract – 1116

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 10, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 3/17/22

Deputy City Attorney

Project – 146R
Contract – 1127

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
BUS TURNOUT PROJECT
CITY OF LAS VEGAS CITYWIDE BUS TURNOUT

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 10TH day of February 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1127 dated September 12, 2019, for Bus Turnout Project City of Las Vegas Citywide Bus Turnout, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC wishes to change the funding account for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

The remainder of Interlocal Contract #1127 dated September 12, 2019, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 10, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form John S. Ridilla Chief Deputy City Attorney

John S. Ridilla 3/17/22

Deputy City Attorney

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
ARTERIAL RECONSTRUCTION PROGRAM
FISCAL YEAR 2020 CITY OF LAS VEGAS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is made and entered into this 10TH day of February 2022, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The CITY and RTC are collectively referred as the "PARTIES."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1132 dated October 10, 2019, and supplemental interlocal contract dated February 13, 2020, for Arterial Reconstruction Program Fiscal Year 2020, hereinafter referred to as "PROJECT," located wholly within City of Las Vegas; and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC wishes to change the funding account for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; the first sentence shall be revised to read as follows:

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund.

The remainder of Interlocal Contract #1132 dated October 10, 2019, and supplemental interlocal contract dated February 13, 2020, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 10, 2022 BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla
Chief Deputy City Attorney

John S. Ridilla 3/17/22

Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
24

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

SUBJECT:
For possible action to approve a Sewer Over-Sizing Refunding Agreement between the City of Las Vegas (CLV) and KB Home Las Vegas, Inc. for an over-sized sewer generally located in Oso Blanca Road between Iron Mountain Road and Rocky Avenue ($1,788,935.26 - Sanitation Enterprise Fund) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $1,788,935.26
Funding Source: Sanitation Enterprise Fund
Dept./Division: Public Work/City Engineer

PURPOSE/BACKGROUND:
This Sewer Over-Sizing Refunding Agreement will provide reimbursement to KB Home Las Vegas, Inc. for the installation of an over-sized sewer (30-inch) generally located in Oso Blanca Road between Iron Mountain Rd and Rocky Avenue, for approximately 6,240 feet (see Exhibit A). Exhibit B specifies a reimbursable amount up to a maximum of $1,788,935.26 as determined by the lowest cost differential from three sealed bids received by the CLV. The amount of reimbursement is limited to actual costs paid by the developer for construction.

RECOMMENDATION:
Approval

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

SEWER OVER-SIZING REFUNDING AGREEMENT

THIS SEWER OVER-SIZING REFUNDING AGREEMENT (this "Agreement") is made and entered into this by and between the CITY OF LAS VEGAS, a Nevada municipal corporation and KB HOME LAS VEGAS, INC., a Nevada Corporation ("Developer"). The City and Developer are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date of approval by the City and Developer, whichever date is later, as long as approval by one is within sixty (60) calendar days of approval by the other (the "Effective Date").

RECITALS

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

WHEREAS, the limited financial resources of the City prevent the immediate expansion of its municipal sewer system as development is occurring; and

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

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

WHEREAS, the Developer is engaged in the development of that certain parcel of real property as a residential subdivision (the "Development") and said Development has been approved by the City; and

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

WHEREAS, it is the intent of the Parties hereto to provide for, as part of the Improvements, the construction and installation of such a size which is in excess of the size that would otherwise be required to serve the Development (the "Sewer Project") and the reimbursement to the Developer of that portion of the costs of the entire Sewer Project that are attributable to constructing and installing it at a size which is in excess of the size that would otherwise be required to serve the Development.

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

AGREEMENT

SECTION I-DEFINITIONS

"*Agreement*" shall have the meaning set forth in the first paragraph of this Agreement.

"*Developer*" shall have the meaning set forth in the first paragraph of this Agreement.

"*Developer Parties*" shall have the meaning set forth in Section XI of this Agreement.

"*Development*" shall have the meaning set forth in the fifth Recital.

"*Effective Date*" shall have the meaning set forth in the second paragraph of this Agreement.

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

"*NRS*" shall mean the Nevada Revised Statutes, as they may be amended by the Nevada State Legislature from time to time.

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

"*Over-Sizing*" means the difference between the diameter of the Sewer Project, had the Sewer Project been constructed and installed at the size which would otherwise be required to serve the Development, and the diameter of the Sewer Project, at the request of the City, that is actually constructed and installed.

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

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

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

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

SECTION II—OBLIGATIONS OF DEVELOPER

1. Covenant of Installation.

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

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

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

2. Basis for Estimated Costs.

A. It is acknowledged that the estimated costs for which the Developer is entitled to reimbursement for constructing and installing the Over-Sizing which are provided for in Section IV hereof are based upon written bids for the installation of the Sewer Project which the Developer has obtained from at least three (3) contractors who are duly licensed by the State of Nevada and are

acceptable to the City. The City may waive the requirement of written bids if good cause for such waiver is shown by the Developer, in which event the estimated costs of the Over-Sizing will be established in a manner which is mutually acceptable to the City and to the Developer. The City and Developer acknowledge that the contract for the construction and installation of the Over-Sizing are exempt from the provision of Chapters 338, 332, and 339 of NRS pursuant to NRS 338.0115.

3. Installation Standards.

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

SECTION III—RIGHT OF REIMBURSEMENT

1. It is understood and agreed by the Parties that the Developer shall be reimbursed for the costs which it incurs in constructing and installing the Sewer Project. It is specifically understood, however, that all of the costs and expenses of installing a sewer system within the Development are the sole responsibility of the Developer without any right of reimbursement from the City.

SECTION IV
COSTS OF OVER-SIZING AND AMOUNT REFUNDABLE

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

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

3. Pursuant to the City's Administrative Code, 2019 Edition, if Developer encounters additional costs involving rock or hard material excavation, the Developer shall notify City's Building Department, Off-site Inspection and Testing Division. The City's designated representative will visit the work site and document the amount of hard material excavation encountered. The Developer may request an amendment to this Agreement based on the amount of hard material excavation encountered. As a prerequisite for City consideration for payment for rock or hard material excavation, notification must be provided to the City prior to commencement of any work where additional reimbursement is requested by Developer.

4. The City will not consider additional reimbursement for other costs incurred by Developer that are not specifically contemplated herein, including by way of example and not limitations, plans and specification errors and omissions, time delays of any type, cost increases due to tariffs or economic shortages/inflation, or unanticipated labor cost increases.

SECTION V—OBLIGATIONS OF CITY

1. The City will reimburse the Developer, within thirty (30) calendar days after the City's acceptance of the Sewer Project, for that portion of the costs thereof which are attributable to the Over-Sizing, as the same is determined in accordance with Section IV above. The City's acceptance of the Sewer Project shall not (i) relieve the Developer of any obligation under the Off-Site Improvement Agreement; (ii)

relieve the Developer of the obligation to maintain the Sewer Project until final acceptance of all Improvements; and (iii) obligate the City to release, in part or in full, the Performance Security until final acceptance of all Improvements.

2. As a condition precedent to any such reimbursement, the Developer must submit to the City a written request for payment, a statement of completion that the Sewer Project was constructed pursuant to the approved plans and specifications, a lien release from the Developer's contractor(s) and materials suppliers for all materials and labor, a statement from all subcontractors affirming that they have received payment in full, an itemized invoice reflecting actual costs paid and a bill of sale transferring the ownership of the sewer line and appurtenances to the City.

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

SECTION VI—TIME OF PERFORMANCE

1. This Agreement shall become effective upon the execution hereof and the right of the Developer to reimbursement hereunder shall cease and terminate with respect to the Over-Sizing, when the Developer has received full reimbursement of the costs which are incurred therefor.

SECTION VII—LIMITATION ON AMOUNT OF REIMBURSEMENT

1. The right of reimbursement for the Over-Sizing shall be limited to the estimated costs of the Over-Sizing which are set forth on **Exhibit B** or the actual costs which are attributable to the Over-Sizing, whichever is the lesser, subject to adjustment contemplated in Section IV, Paragraph 3.

SECTION VIII—GUARANTEE OF RIGHT OF ACCESS

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

A. Except as is otherwise provided in Paragraph C hereof, the Developer will dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is a minimum of twenty (20) feet in width, extending the length of the Sewer Project, and which contains the Sewer Project; and

B. If the Sewer Project is installed on privately owned lands, other than lands which are owned by the Developer, the Developer will obtain and dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is a minimum of twenty (20) feet in width, extending the length of the Sewer Project, and which contains the Sewer Project; and

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

D. Any such dedication shall provide therein that no building, structure, tree, shrub or other improvement or obstacle may be placed in or near the area which is dedicated thereby in such a manner as to interfere with the use of such strip of land in accordance with the provisions hereof, and any easement which is conveyed to the City shall additionally provide for the right of the City to operate, maintain, repair, replace or relocate the Sewer Project or to alter the size, number of pipelines or other appurtenances which are installed therein.

SECTION IX—RIGHT OF INSPECTION

1. The City shall have the right, but not the obligation, at any time and from time to time to inspect the construction and installation of any part of the Sewer Project. The Developer agrees that any inspection of the installation of the Sewer Project which is conducted by the City hereunder or the City's subsequent acceptance of the Sewer Project shall not relieve or release the Developer from its responsibility to correct any defective material or faulty workmanship, or both, in the construction and installation of the Sewer Project or any problem which results from the negligent design thereof as provided in Section X hereof.

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

1. The Developer hereby accepts full responsibility for the quality of the materials and workmanship in the construction and installation of the Sewer Project and for the design thereof and covenants and agrees, for a period of one (1) year after the City's final acceptance of the Improvements and upon notification by the City, to correct any defective material or faulty workmanship, or both, in the construction and installation of the Sewer Project and any problem which results from the negligent design of the Sewer Project. In the event that the Developer fails or refuses to make any such correction, the City shall have the right, but not the obligation, to repair the Sewer Project and the Developer hereby agrees to reimburse the City for the costs which it incurs in so doing.

SECTION XI—INDEMNITY

1. Developer shall protect, indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the City, its officer or employees may suffer, or which may be sought against, recovered from or obtainable against the City, its officers, employees, or agents as a result of, by reason of, or arising out of the negligent acts or omissions of the Developer, its officers, contractors, subcontractors, agents (collectively, the "Developer Parties") or anyone employed or acting on behalf of the Developer Parties, in fulfillment or performance of the terms, conditions, or covenants of this Agreement.

The Developer's obligations in this Section XI do not extend to any claims, damages, losses, expenses, suits, actions, decrees, judgement, attorney fees, and court costs that are a result of the City, its officers, employees, or agents, negligence or willful misconduct.

SECTION XII—OWNERSHIP OF SEWER PROJECT

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

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

SECTION XIII—RIGHT OF TERMINATION

1. Except for the obligation of the City which is provided for in subsection 2 of this Section XIII, the City shall have the right to terminate this Agreement at any time prior to Developer commencing construction on the Sewer Project, with or without cause, upon thirty (30) days' prior written notice to the Developer as provided in Section XIV.

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

SECTION XIV—MISCELLANEOUS

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

2. NOTICE. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. E-mail address and phone and fax numbers, if listed, are for information only.

City: Attn: Engineering Manager—Sewer
Department of Public Works
495 S. Main Street, 5th Floor
Las Vegas, NV 89101

Licensee: Attn: Brian Kunec, Division President
KB Home Las Vegas, Inc.
5795 Badura Avenue, Suite 180
Las Vegas, NV 89118

3. SURVIVAL. Termination shall not release either party from any liability or obligation under this Agreement, whether indemnity or otherwise, resulting from the acts, omissions or events happening prior to the date or termination, or, if later, the date when the Improvements are complete.

4. RECORDATION. It is understood and agreed that neither party shall record this Agreement in the public real property records of Clark County, Nevada.

5. CHOICE OF LAW/VENUE/ATTORNEY'S FEES. Any litigation related to this Agreement shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any termination or default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including attorneys' fees, incurred therein by the successful party. **TO THE EXTENT SUCH WAIVER IS PERMITTED BY LAW, THE PARTIES SHALL WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.**

6. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

7. FORCE MAJEURE. Neither party shall be in breach of this Agreement if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, epidemics or pandemics, quarantine restrictions, or other causes beyond such party's reasonable control (excepting

financial inability and hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse such obligations as this Agreement may otherwise impose on the party to obey, remedy, or avoid such event.

8. SEVERABILITY. It is agreed that, if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. It is the intention of the Parties that, if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

9. NO CLAIMS OF ADVERSE POSSESSION/PRESCRIPTIVE EASEMENT/ABANDONMENT. Licensee acknowledges and agrees that it does not have and will not assert at any time any claim of adverse possession or prescriptive easement with respect to any portion of the Right-of-Way nor any claim that by entering this Agreement, the City has abandoned or vacated the Right-of-Way.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. TIME CALCULATIONS. All references to "days" herein shall mean calendar days unless otherwise stated. The terms "business days" shall mean Monday thru Thursday (the City is closed on Friday), exclusive of holidays observed in Nevada enumerated in Nevada Revised Statute 236.015. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Friday, Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

12. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. Documents executed and faxed or scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such faxed or scanned signatures having the same legal effect as original signatures.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

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

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval:

_____

ATTEST:

By: _____
LuAnn Holmes, City Clerk Date

APPROVED AS TO FORM:

By: John S. Ridilla 4/6/22
John S. Ridilla Date
Chief Deputy City Attorney

KB HOME LAS VEGAS, INC

By: _____

Printed Name: Brian Kunec

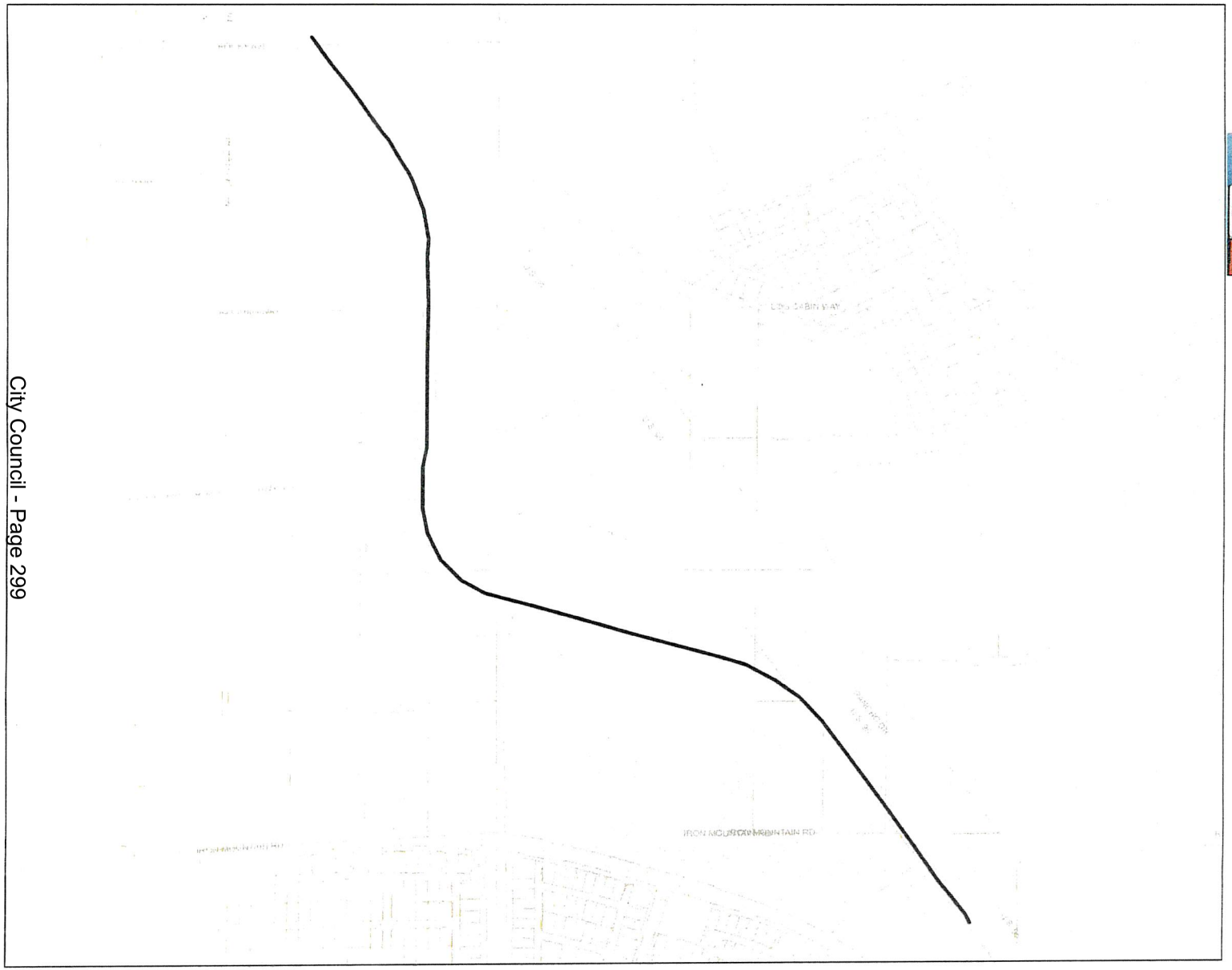
Title: Division President

Date: MARCH 10, 2022

EXHIBIT A

SEWER PROJECT LIMITS

[SEE ATTACHED]



Public Works

EXHIBIT A

KYLE CANYON GATEWAY
OFFSITE SEWER
SEWER OVERSIZING
REFUNDING AGREEMENT

— Oversizing Sewer Limits

0 150300 600 900 1,200
Feet

EXHIBIT B

OVER-SIZING ESTIMATED REIMBURSEMENT SUMMARY

[SEE ATTACHED]

EXHIBIT "B"
COST OF CONSTRUCTION

1. Developer: KB Home Las Vegas, Inc
5795 Badura Ave, Suite 180
Las Vegas, NV 89119

2. Development: Kyle Canyon Gateway Offsite Sewer, L21-00851, 307V1235

3. Engineer: Westwood Professional Services
5725 W. Badura Ave, Suite 100
Las Vegas, NV 89118

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

Bravo Underground, Inc.
1183 Center Point Dr
Henderson, NV 89074

Over-sizing Portion of the Project - 12-inch to 30-inch

Mobilization	LS	1	$11,025.00	$11,025.00
30" SDR-35	LF	5389	$310.00	$1,670,590.00
30" C-900	LF	850	$348.00	$295,800.00
72" Lined Man Holes	EA	26	$23,000.00	$598,000.00
21" SDR-35 W Cap	LF	25	$303.00	$7,575.00
10"SDR-35 W Cap	LF	25	$197.00	$4,925.00
8" C-900 W Cap	LF	39	$191.00	$7,449.00
8" SDR-35 W Cap	LF	48	$170.00	$8,160.00
R&R Head Walls at Sewer Crossings Only	EA	3	$22,950.00	$68,850.00
R&R Type II DI	EA	1	$33,275.00	$33,275.00
Sawcut and Temporary Pavement	LS	1	$25,050.00	$25,050.00
Barricades and Trench Safety	LS	1	$119,520.00	$119,520.00
		Total Over-Size Item Costs		$2,850,219.00

Project Costs without Over-sizing

Mobilization	LS	1	$11,025.00	$11,025.00
12" SDR-35	LF	4573	$105.00	$480,165.00
12" C-900	LF	620	$93.00	$57,660.00
10" C-900	LF	228	$76.00	$17,328.00
10" SDR-35	LF	212	$49.00	$10,388.00
8" SDR-35	LF	604	$48.00	$28,992.00
60" Manholes	EA	18	$7,760.00	$139,680.00
48" Manholes	EA	8	$5,225.00	$41,800.00
R&R Head Walls at Sewer Crossing Only	EA	3	$22,950.00	$68,850.00
R&R Type II DI	EA	1	$33,275.00	$33,275.00
Sawcut and Temporary Pavement	LS	1	$25,050.00	$25,050.00
Barricades and Trench Safety	LS	1	$147,070.74	$147,070.74
		Total Costs without Over-Sizing		$1,061,283.74

Pipe Oversizing Reimbursable Amount $1,788,935.26

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
25

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

SUBJECT:
For possible action to approve the installation of a permanent gate on the south leg of Hazelnut Lane/Cheyenne Avenue and speed cushions on the east-west alleys running parallel to Redberry Street between Michael Way and Hazelnut Lane ($75,000 - Street Maintenance Special Revenue Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $75,000
Funding Source: Street Maintenance SRF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
In partnership with the Las Vegas Metropolitan Police Department's Northwest Area Command and community leaders, the City of Las Vegas (CLV) is working jointly to address increasing criminal activities in the neighborhood on the southeast corner of Cheyenne Avenue and Michael Way. The closure of Hazelnut Lane approximately 80' south of Cheyenne Avenue is necessary to deter vehicle traffic for illicit purposes. Pedestrian access along Hazelnut Lane will be maintained via sidewalks on the east and west sides of the gate. In addition, speed cushions are proposed in the east-west alleys running parallel to Redberry Street between Michael Way and Hazelnut Lane to deter cut-through traffic and speeding through the community. Speed cushion installations will be in accordance with the CLV Fire #6631 Traffic Calming Devices.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Speed Cushion and Gate Exhibit

DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION ENGINEERING
DATE: 03/30/2022
DRAWN BY: AH
SHEET: 1 OF 1

REDBERRY ST.
MICHAEL WAY TO HAZELNUT LN.

SPEED CUSHIONS AND GATE

3/31/22 F:\PW_TRAFFIC\0_STUDY MEMOS\OPEN STUDIES\CHEYENNE AND MICHAEL WAY\CAD\REDBERRY ST. - MICHAEL WAY TO HAZELNUT LN.DWG

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
26

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

SUBJECT:
Discussion for possible action regarding approval of complaint and to set a hearing date for disciplinary action against J.L.F.L. Entertainment LLC d/b/a Club 2100, and Francisco Lara, Managing Member, whose place of business is located at 2100 Fremont Street, Las Vegas, Clark County, Nevada, 89101 as holders of Nightclub License No. D19-00012, Tavern License No. L16-00390, Tobacco License No. C05-02873, Tobacco Establishment License No. P63-00082, and Automated Teller Machine License No. G64-03989 for violations of the Las Vegas Municipal Code - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Between December 20, 2020 and January 23, 2022, there have been numerous calls for service, violent incidents, assaults, batteries, firearm issues, underage drinking, gang-related activity, and a homicide-kidnapping connected to the operation of the Club 2100. Despite numerous warnings and fines, both to the current and previous owners of this club, the violent criminal activity and security issues have continued at this location. The City now seeks disciplinary action by the City Council under LVMC 6.02.330 for the continued operation of this business as a dangerous and chronic nuisance to the health, safety and well-being of the community.

RECOMMENDATION:
That the City Council issue the Complaint for Disciplinary Action and set a date and time certain for hearing no later than 60 days from the date of approval of the complaint.

BACKUP DOCUMENTATION:
1. Complaint for Disciplinary Action

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF PLANNING on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

J.L.F.L. ENTERTAINMENT LLC d/b/a CLUB 2100; and FRANCISCO LARA, Managing Member, 100%,

Respondents.

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF PLANNING, on behalf of the CITY OF LAS VEGAS, NEVADA ("Department"), Petitioner, brings this Complaint for Disciplinary Action against J.L.F.L. ENTERTAINMENT LLC d/b/a CLUB 2100 and FRANCISCO LARA, Managing Member, 100%, whose place of business is located at 2100 Fremont Street, Las Vegas, NV 89101, Respondents, and states:

Respondents J.L.F.L. ENTERTAINMENT LLC d/b/a CLUB 2100 and FRANCISCO LARA, Managing Member, 100%, hold Nightclub License No. D19-00012, Tavern License No. L16-00390, Tobacco License No. C05-02873, Tobacco Establishment License No. P63-00082, Automated Teller Machine License No. G64-03989.

SUMMARY OF ALLEGATIONS

1. This is a complaint under Las Vegas Municipal Code (LVMC) 6.88.020 following an investigation by the Business Licensing Division into potential violations of LVMC Title 6 by J.L.F.L. ENTERTAINMENT LLC d/b/a CLUB 2100 and FRANCISCO LARA.

2. On May 6, 2013, under the former name LAS PALMAS ENTERTAINMENT INC d/b/a 2100 CLUB, FRANCISCO LARA received a license to operate a Nightclub and Tavern-Limited. On September 5, 2013, after a change of name and change of entity to J.L.F.L. ENTERTAINMENT LLC d/b/a CLUB 2100, FRANCISCO LARA received the primary Tavern license.

3. J.L.F.L. ENTERTAINMENT LLC d/b/a CLUB 2100 is licensed to operate a Nightclub and Tavern in the City of Las Vegas at 2100 Fremont Street, Las Vegas, NV 89101, under Nightclub License No. D19-00012, Tavern License No. L16-00390, Tobacco License No. C05-02873, Tobacco Establishment License No. P63-00082, and Automated Teller Machine License No. G64-03989.

STATEMENT OF FACTS

4. From 2006 to 2007, the Ajuua Mexican Restaurant & Cantina, a Supper Club, operated at 2100 Fremont Street as an unlicensed Tavern and Nightclub. Several complaints were received from the nearby residents regarding noise, unlicensed nightclub activity, and women selling themselves for dances during the nightclub operation. Criminal citations were issued to the business owner at that time. The business closed within a year.

5. From 2008 to 2009, 2100 Club (similar name, but different owner), operated a Tavern and Adult Nightclub. The City received several complaints regarding underage drinking and prohibited erotic dance activity. This, along with additional incidents of violence, resulted in the owners being brought forward before City Council for a disciplinary complaint and a $10,000 fine was imposed. The owner closed shortly after the hearing.

6. On April 9, 2015, Las Vegas Metropolitan Police Department's (LVMPD) Downtown Area Command Officers met with License Officers and the owner, FRANCISCO LARA, regarding LVMPD Calls for Service for the property. License Officers explained to him that LVMPD had been called to the establishment on a number of occasions due to fights, family disturbances, and battery issues. Mr. Lara indicated that the police were not called to the premises by the club, and most of the altercations took place in their parking lot. License Officers explained to Mr. Lara that if LVMPD is required to respond to any incidents within the

premises of the club, including the parking lot, and he is required to report those incidents to Business Licensing, in writing, within 48 hours per his license conditions. A Courtesy Notice was issued.

7. On December 20, 2020, the Las Vegas Metropolitan Police Department (LVMPD) responded to 9-1-1 calls, as well as the Shot Spotter notification, to find a suspect who was charged with assault with a deadly weapon/illegal shooting, due to a fight that started inside the club and spilled into the parking lot. The suspect attempted to engage CLUB 2100 security to detain the victim; however, security had broken up the fight and escorted the victim to their vehicle. The suspect, displeased with the response, retrieved a handgun from his vehicle and called after the victim, eventually shooting at the vehicle as it drove away. The club did not call LVMPD for assistance regarding this incident.

8. On January 10, 2021, LVMPD officers were responding to a call for service at 2030 Fremont Street when they heard gunshots coming from the rear parking area of 2100 Fremont Street where CLUB 2100 is located. Upon arrival to the club's parking lot, officers witnessed at least four people standing outside of the vehicles where at least two were discharging handguns into the air. Officers took these suspects into custody. Officers located two firearms and arrested two suspects. The suspects claimed they were just test firing the weapons.

9. While officers were conducting their investigation and preserving evidence, employees from CLUB 2100 exited. Some of these employees identified themselves as security and were asked by officers to standby so they could speak to them regarding the incident. The individuals did not identify themselves, nor did they standby as requested, nor were officers able to question them as to what occurred. The incident led to the suspects being charged with illegal shooting under Event #LLV210100043377.

10. On January 12, 2021, LVMPD Special Investigations Section (SIS) Detective Cynthia Hurtado and Investigative Specialist Juanita Chavez-Campos contacted and interviewed CLUB 2100 manager, Jorge Lopez regarding the incidents that occurred on December 20, 2020, and January 10, 2021. Owner FRANCISCO LARA was unable to attend because he was in

Mexico. LARA was briefed over the phone about the shootings and he stated that he was going to contact his manager, Mr. Lopez, to correct the issue.

11. LVMPD reminded Mr. Lopez that it is the responsibility of privileged license holders to provide and maintain a safe place for patrons and the surrounding community. Mr. Lopez was then issued an LVMPD Notice of Non-Compliance for Duties to Cooperate (LVMC 6.50.010) and was criminally cited for Unlawful Designated Nuisance (LVMC 6.02.370). Mr. Lopez stated the occupancy allowed inside Club 2100 at 25% was only 100 people. He advised he was going to step up his security. Mr. Lopez further claimed that the reason he did not call the police on the second shooting incident was that the police arrived so quickly. Lopez added that he tried to help the police when they arrived, but stated police told him and security to "get away." An LVMPD incident Crime Report was completed for the criminal citation under LVMPD Event #210100053609.

12. On January 17, 2021, SIS, along with Business License Officers (CLV), conducted a site check at CLUB 2100. The site check was a follow-up to the two shootings that had taken place over the course of three weeks.

13. Upon entering the club, SIS and CLV observed a DJ playing music well beyond ambient levels. There appeared to be approximately 300 people in the building. Many of the customers were dancing and not wearing masks. The building occupancy was posted as 268 persons. This indicated that the business was not only over the 25% capacity limit allowed under COVID regulations at that time, but also over the normal operating occupancy capacity.

14. Due to the recent violence and the substantial number of violations, the decision was made by LVMPD to conduct an emergency license suspension. Mr. Lopez was advised to close the business immediately. As customers were exiting the business, many took their buckets of open beer with them. There was no attempt by security to stop customers from exiting the business with open alcohol.

15. Lieutenant Chio served Mr. LARA with an emergency 30-day suspension notice, which was effective from January 17, 2021 until February 17, 2021. The suspension was explained to Mr. LARA, who stated that he understood and signed the suspension notice.

16. On January 27, 2021, a meeting between Section Manager, Latania Webb and then Planning Director, Robert Summerfield, it was decided that no civil fines would be issued, and instead, the City would pursue a complaint for a disciplinary hearing.

17. On February 10, 2021, as a condition to reopen the business after the emergency suspension issued by LVMPD, Mr. LARA met with Business License Compliance Section Manager Latania Webb regarding the recent shooting and the nightclub activity incidents. Mr. LARA was reminded that he had failed to contact the Department as required under his conditioned Tavern license. The following are the conditions:

> 1. The license is approved only for the service to patrons over the age of 21.
>
> 2. The licensee is required to notify Business Licensing in writing within 48 hours of any incident where Metro is required to respond.

18. On May 16, 2021, License Officers Tatiana Sandoval and Stacy Huddleston conducted a compliance check at 12:45 a.m. Upon arrival, contact was made with the key employee Jorge Alejandro Garcia. The License Officers introduced themselves and explained the reason for their visit. Upon entering, they observed four couples dancing near their tables. In the background, License Officer Sandoval heard the DJ make an announcement in Spanish letting the patrons know that the City of Las Vegas was onsite and asked everyone to put their face covering on and take a seat. The card check revealed that security staff either had expired alcohol awareness cards or no alcohol awareness card at all. The employee list was outdated and missing some of the on-duty employees on shift that night. A Correction Notice was issued for violation of LVMC 6.02.370(A)(2) for alcohol awareness cards and 6.50.410(8) for the employee list.

19. On July 11, 2021, LVMPD 9-1-1 received an assault/battery call at 6:37 a.m. The victim gave the address of 2100 Fremont and stated he was battered at CLUB 2100. Officers arrived at 10:16 a.m. but the subject was gone on arrival.

20. On July 17, 2021, LVMPD 9-1-1 received an assault/battery call at 5:17 a.m. The caller stated her husband was pepper-sprayed at the address of 2100 Fremont Street. The victim was a musician playing at CLUB 2100. After he was finished playing, he was confronted

outside in the parking lot of CLUB 2100 by a known female suspect claiming the victim was flirting with her. The female suspect then pepper-sprayed the victim in the face and battered him on the back of the head. The victim drew his firearm in self-defense but did not point it at the suspect. He then ran into the club and his wife called the police. A declaration of warrant/summons was submitted for the suspect for battery.

21. On July 18, 2021, LVMPD 9-1-1 received a call at 5:08 a.m., regarding a fight that was taking place at CLUB 2100. The club security called to report ten subjects fist-fighting in the parking lot. Another caller stated ten to fifteen subjects were fighting with security. Multiple subjects left in a vehicle while throwing bottles and driving recklessly.

22. At 5:29 a.m., a call related to the above incident was received from a passerby calling to state that a male was unconscious on the ground. Security was also out with the victim. LVMPD officers arrived at 7:05 a.m., and no one was located. Officers contacted CLUB 2100 and were told nothing was known about the incident. No one was at the club. Victim not located.

23. On August 19, 2021, Business Licensing staff met with the owner FRANCISCO LARA and discussed the LVMPD complaint that was received and the associated emergency closure that took place in early 2021. During this meeting, Business Licensing emphasized that both the City and LVMPD were concerned with the security staff's lack of control over the security issues taking place at or around the establishment during the nightclub's hours of operation. Mr. LARA mentioned that he had replaced almost all the security staff members since the recent incidents. At this meeting, staff discussed giving Mr. LARA an opportunity to improve his operation and Mr. LARA agreed to the following conditions in lieu of proceeding with the disciplinary hearing before City Council:

1. No one under 21 years of age is authorized on the premises during the nightclub hours of operation.

2. At least one key employee or principal (approved for suitability) shall be on the premises of the establishment at all times the establishment is open.

3. A City and State licensed security company (approved under NRS 648), must be contracted to provide security services at all times the business is open.

4. During the hours of operation from 8:00 p.m. to 11:00 p.m. there must be a minimum of three (3) security personnel on the business premises. One (1) monitoring the exterior (common areas), one (1) stationed at the entrance of the establishment and one (1) roaming the interior. During the hours of 11:00 p.m. to closing there shall be one (1) additional security per fifty (50) persons.

5. An approved security plan and floor plan must be on file with the Business Licensing Division, and must be adhered to at all times. Any changes to the approved security plan must be preapproved by the Director or designee prior to implementation.

6. Any criminal or violent activity must be immediately reported to Metro at the time of incident.

7. Business must report any law enforcement activity on the premises within 24 hours of incident to the City of Las Vegas Business Licensing Division. Such notification must be in writing, or via e-mail to enforcement@lasvegasnevada.gov.

8. Business employees or agents may not hinder, obstruct or delay any officer of the City or the Las Vegas Metropolitan Police Department from conducting an inspection or investigation.

9. One-year administrative review from the date of opening, which may include an amendment to the approved security plan.

24. On August 26, 2021, Mr. LARA requested a meeting with Business Licensing staff to review the security company requirement. Mr. LARA mentioned he was concerned with getting a licensed security company to contract with due to his concerns with the security staff from the security companies appearing to be too inexperienced to safely secure his establishment. He asked to bring in a security consultant to train his own staff and assist him with creating a security policy, procedure and training manual as well as provide the referenced training to all new security staff. Business Licensing discussed the following minimum protocols that would be expected in the in-house training:

- Perform security-related searches, including searches using metal detectors or wanding and searches based on the results of those devices, and limit the types of items that can be brought into the establishment, including without limitation weapons, backpacks, bags and other carrying devices.
- Provide adequate security to manage lines of patrons seeking entry.

- Provide minimum levels of security both inside and outside the establishment, at a ratio of security to attendees that is commensurate with the size and operation of the establishment.
- Ensure that security officers are trained in areas such as use of force, counter-terrorism and de-escalation.
- Provide fully operational and adequate video surveillance for the venue especially for restroom entries, ingress/egress areas, and the front of the establishment.
- Provide for the vetting of independent hosts, special guest DJ's, live acts, etc. through open sources.
- Engage qualified companies or individuals on an undercover basis to monitor or audit operations for compliance, such as the use of "mystery shoppers."
- Establish, maintain in place, and implement written policies and procedures that seek to foster the public health, safety, morals, good order, and general welfare of the patrons.
- Implement a program by which employees and others retained by the establishment have received copies of, and training, regarding the written policies and procedures referred to above.
- Ensure that the establishment's management is actively involved in oversight of operations and the implementation of the written policies and procedures referred to above.
- Provide a policy or plan under which the establishment would conduct background investigations on any person potentially to be hired as an employee, security provider, independent host, vendor or entertainer.

25. On November 7, 2021, at 4:30 a.m., LVMPD 9~1-1 received an anonymous call for a fight involving eight males at the rear of CLUB 2100. Once officers arrived, no one wanted to file a complaint.

26. On January 22, 2022, at 3:06 a.m., LVMPD 9-1-1 received a call for an assault/ battery at CLUB 2100. The caller stated his wife was hit on the head by a bottle and had a cut. The victim refused to press charges and only wanted to go to the hospital and was transported to the hospital.

27. On January 23, 2022, at 4:20 a.m., LVMPD 9-1-1 received several calls for an assault/battery with a gun (homicide) at CLUB 2100. Per the preliminary investigation conducted by LVMPD Homicide, there was a verbal altercation inside the club earlier in the night between the shooter and the victims. Later, Victims One and Two exited the club and were

near a food vendor station outside the club. Shortly afterward, the suspect exited the club. Another altercation began between the suspect and the victims. The suspect then drew a firearm and shot both victims. One victim succumbed to his injuries and died. The second victim had no life threatening injuries. The investigation eventually discovered two other shooting victims (see below).

28. Per interviews, the suspect was known to frequent CLUB 2100. There were anonymous tips and statements made to LVMPD Homicide that CLUB 2100 security does not pat down everyone who enters the club, nor do they check everyone's identification card. This information revealed both firearms and minors had been admitted in the club in the past.

29. On January 25, 2022, LVMPD Homicide detectives advised SIS that a third victim identified had been struck by gunfire in the parking lot when the first two victims were shot. The third victim was identified as a 17-year old female, who, per video surveillance, had been observed inside the club. During the interview of the 17-year old victim, she admitted to drinking, smelled of alcohol and appeared to be intoxicated. A fourth victim was robbed at gunpoint and kidnapped by the murder suspect. This victim was used to drive the car as a getaway vehicle for the suspect. The suspect had the firearm pointed at the victim the entire time.

30. The club's video surveillance shows the suspect exiting the Club 2100 east doors and immediately engaging and shooting victims one, two, and three. The suspect had the firearm on his person inside the club, and had not entered any vehicles to retrieve any weapons after exiting the club.

31. On February 1, 2022, LVMPD SIS and Homicide detectives interviewed a witness from the night of the shooting. The witness told detectives there will be more retaliation shootings at CLUB 2100, due to the shooting having gang member involvement. The witness stated security does not pat all patrons down for weapons. Security is paid $20 to allow patrons under 21 years old inside.

32. The witness further stated club security was also aware that the victim's party and the suspect's party did not get along, and still allowed both groups inside. The witness said there had been previous fights in the parking lot between both groups. The witness was asked why

they went to CLUB 2100, when in the past they had issues with the other group. The witness replied that CLUB 2100 was the only club in town, they could get Victim Two inside, Victim Two being under the age of 21 years old. Per the witness, CLUB 2100 allows entry for underage patrons, if compensated with money.

33. The homicide investigation is still ongoing and the murder suspect is still at large.

34. This location, 2100 Fremont Street, has a history of similar incidents of violence and other associated criminal activity under previous owners that also led to disciplinary actions by City Council.

SUBSTANTIVE LAW

35. Under LVMC 6.02.330, a licensee may be subject to disciplinary action by City Council for good cause, which may include the following:

> (G) The premises on which the business is conducted do not satisfy local, State or Federal law or regulations which pertain to the activity which is actually engaged in;
>
> (H) The business activity constitutes, promotes, causes, allows, fosters, aids, or otherwise enables a private nuisance, public nuisance or chronic nuisance, or has been or is being conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance;
>
> . . . .
>
> (J) The licensee, any of its principals, their employees or those acting on their behalf failed to cooperate with the Director's efforts to enforce the provisions of this Code.

36. J.L.F.L. ENTERTAINMENT LLC d/b/a CLUB 2100 should be subject to disciplinary action by the City Council under LVMC 6.06.250, which provides:

> (A) A licensee may be subject to disciplinary action as set forth in Sections 6.02.330 through 6.02.360.
>
> (B) A principal approved for suitability may be subject to disciplinary action by the City Council for good cause, which may include, but is not limited to:
> (1) The application is incomplete or contains false, misleading or fraudulent statements with respect to any information required in the application;

(2) The principal fails to satisfy any qualification or requirement imposed by this Code, or other local, State or Federal law or regulation pertaining to the particular approval for suitability sought or held;

(3) The principal illegally resides in the United States;

(4) The principal is or has engaged in a business, trade or profession without a valid license, permit, approval for suitability or work card when he knew that one was required or under such circumstances that he reasonably should have known one was required;

(5) The principal has been subject, in any jurisdiction, to disciplinary action of any kind against a license, permit, approval for suitability or work card to the extent that such disciplinary action reflects on the qualification, acceptability or fitness to be approved for suitability;

(6) The principal has committed acts which would constitute a crime involving moral turpitude or involving any Federal, State or local law or regulation relating to the same or a similar business. For purposes of this Paragraph, a crime involving moral turpitude is one that necessarily involves any of the following: an intent to defraud; intentional dishonesty for personal gain; intentional causing of serious injury to another person; the sale of narcotics or possession of narcotics with intent to sell; or a sexual offense as described in NRS 179D.097;

(7) When substantial information exists which tends to show that the principal is dishonest or corrupt;

(8) The principal lacks sufficient financial, technical or educational ability or experience to conduct or perform the activity for which approval for suitability is sought;

(9) The principal, or his or her employees or those acting on their behalf, violates any condition upon which approval for suitability was granted;

(10) The principal has engaged in deceptive practices upon the public; or

(11) The principal suffers from a legal disability under the laws of the State.

37. CLUB 2100 should be subject to disciplinary action by City Council under LVMC 6.02.330(G), (H) and (J). Based on findings by LVMPD and City license officers, operates in violation of its approved business licenses and is in violation of the City's business licensing code by operating in violation to State Directives, business license conditions and

failure to timely abate the public safety issues with the business operation. The business, as it currently operates constitutes a chronic nuisance and a danger to the safety and wellbeing of the community.

38. Based on the facts already substantiated and the seriousness of the City code violations, the Business Licensing Division requests disciplinary action by the City Council against CLUB 2100 in the form of revocation of the businesses licenses.

STANDARD OF EVIDENCE

39. LVMC 6.88.090 provides:

> (A) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted.
>
> (B) The respondent shall have the right to call and examine witnesses on his own behalf, cross examine opposing witnesses, introduce exhibits and evidence relevant to the issues of the case, and offer rebuttal evidence.
>
> (C) The respondent may be called and examined by the City.
>
> (D) The Clerk shall have the power to issue subpoenas for witnesses to appear to give testimony.

PENALTY

40. LVMC 6.02.360 provides:

> Upon a showing of good cause and in the discretion of the City Council, disciplinary action against a holder may take the form of cancellation, revocation, refusal to renew, suspension, imposition of conditions or restrictions or civil fine in an amount not to exceed one thousand dollars for each day that the violation which forms the subject matter of the complaint that recommends such disciplinary action is demonstrated to have been in existence, or any combination of such actions, as the particular situation may require. The Council may also impose against the licensee the actual costs incurred, and a reasonable amount for attorney's fees, resulting from the imposition of disciplinary action. The disciplinary actions available in this Section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available.

WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondent shall appear and show cause why the license that is the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

B. Grant such other and further relief as the Council deems appropriate.

DATED this 20th day of April, 2022.

RESPECTFULLY SUBMITTED:

By: _____
SETH T. FLOYD, Director
Community Development, Planning

BRYAN K. SCOTT
City Attorney

By: _____ for
JOHN A. CURTAS
Deputy City Attorney
Nevada Bar No. 1841
495 South Main Street, Sixth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
27

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2022-8 - For possible action - Repeals and replaces LVMC 1.16.020 to 1.16.070, inclusive, to update the description of City ward boundaries to reflect precinct-numbering changes made by the Clark County Election Department. Proposed by: LuAnn D. Holmes, City Clerk

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
From time to time the Clark County Election Department consolidates election precincts and makes other adjustments, including renumbering of precincts. This bill will repeal and replace LVMC 1.16.020 to 1.16.070, inclusive, to update the description of City ward boundaries to reflect precinct-numbering changes made by the Clark County Election Department.

RECOMMENDATION:
ADOPTION at the May 4, 2022 City Council Meeting, pursuant to the April 18, 2022 Recommending Committee Meeting.

First Reading – 4/6/2022 First Publication – 4/21/2022

BACKUP DOCUMENTATION:
1. Bill No. 2022-8

BILL NO. 2022-8

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REPLACE LVMC 1.16.020 TO 1.16.070, INCLUSIVE, TO UPDATE THE DESCRIPTION OF CITY WARD BOUNDARIES TO REFLECT PRECINCT-NUMBERING CHANGES MADE BY THE CLARK COUNTY ELECTION DEPARTMENT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: LuAnn D. Holmes, City Clerk

Summary: Repeals and replaces LVMC 1.16.020 to 1.16.070, inclusive, to update the description of City ward boundaries to reflect precinct-numbering changes made by the Clark County Election Department.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 1, Chapter 16, Sections 20 to 70, inclusive, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 2: Title 1, Chapter 16, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto six new sections, designated as Sections 20 to 70, inclusive, reading respectively as follows:

1.16.020: Ward No. 1 shall consist of that area of the City which is encompassed within election precinct numbers 2013, 2025, 2028, 2030, 2032, 2033, 2036, 3000, 3003, 3007, 3009, 3011, 3013, 3039, 3043, 3045, 3062, 3068, 3361, 3750, 3753, 3754, 3764, 3765, 3773, 3863, 4009, 4027, 4612, 4615, 4623, 5533, 5554 and 6625.

1.16.030: Ward No. 2 shall consist of that area of the City which is encompassed within election precinct numbers 3014, 3016, 3017, 3018, 3021, 3022, 3027, 3363, 3364, 3366, 3370, 3373, 3374, 3382, 3385, 3391, 3392, 3544, 3557, 3565, 3576, 3740, 3755, 3762, 3763, 3793, 3800, 6007 and 6632.

1.16.040: Ward No. 3 shall consist of that area of the City which is encompassed within election precinct numbers 3038, 3069, 4020, 4026, 4387, 4540, 4541, 4543, 4547, 4548, 4605, 5001, 5002, 5003, 5005, 5007, 5012, 5014, 5018, 5022, 5028, 5030, 5031, 5044, 5350, 5384, 5542, 5545, 5562, 5563, 5565, 5590, 5903, 5905 and 6711.

1.16.050: Ward No. 4 shall consist of that area of the City which is encompassed within election precinct numbers 2000, 3036, 3037, 3040, 3046, 3055, 3056, 3058, 3059, 3061, 3066, 3072, 3074, 3217, 3383, 3414, 3417, 3418, 3435, 3464, 3547, 3583, 3586, 3587, 3588, 3604, 3606, 3607, 3709, 3714, 3716, 3717, 3719, 3724, 3727, 3729, 3732, 3745, 3747, 3748, 3766, 3769, 3771, 3780, 3786, 3787 and 3989.

1.16.060: Ward No. 5 shall consist of that area of the City which is encompassed within election precinct numbers 2003, 2004, 2005, 2009, 2011, 2014, 2015, 2020, 2021, 2023, 2029, 2037, 2046, 2063, 2709, 2710, 4000, 4001, 4007, 4008, 4014, 4015, 4019, 4028, 4030, 4032, 4034, 4038, 4040, 4041, 4461, 4463, 4510, 4526, 4528, 4529, 4604, 4613, 4633 and 4638.

1.16.070: Ward No. 6 shall consist of that area of the City which is encompassed within election precinct numbers 2051, 2053, 2054, 2055, 2056, 2065, 2067, 2068, 2069, 2070, 2072, 2073, 2079, 2081, 2082, 2352, 2600, 2605, 2608, 2611, 2614, 2622, 2633, 2641, 2643, 2651, 2654, 2662, 2663, 2682, 2695, 2696, 2700, 2706, 2711, 2927, 2948, 3065, 3540 (those portions of the precinct located within the boundaries of the City), 3545, 3546, 3574, 3602, 3613, 3700, 3705, 3706, 3730, 3781 and 3906.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-17-22
_____
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 _____, 2022, 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 _____, 2022, 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: May 4, 2022

Agenda Item No.:
28

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2022-9 - For possible action - Annexation No. 22-0062-ANX1 - Property location: North side of Alexander Road between El Capitan Way and Juliano Road; Petitioned by: CAB Properties, LLC Clark County Vacant Series; Acreage: 5.18 acres; Zoned: R-E (County Zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located on the north side of Alexander Road between El Capitan Way and Juliano Road. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (May 12, 2022) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the May 4, 2022 City Council Meeting, pursuant to the April 18, 2022 Recommending Committee Meeting.

First Reading – 4/6/2022 First Publication – 4/21/2022

BACKUP DOCUMENTATION:
1. Bill No. 2022-9 and Location Map

BILL NO. 2022-9

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (22-0062-ANX1)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as generally located on the north side of Alexander Road between El Capitan Way and Juliano Road.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the present or previous landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as

prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 12th day of May, 2022, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 12th day of May, 2022, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 12th day of May, 2022.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-17-22
_____
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 _____, 2022, 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 _____, 2022, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

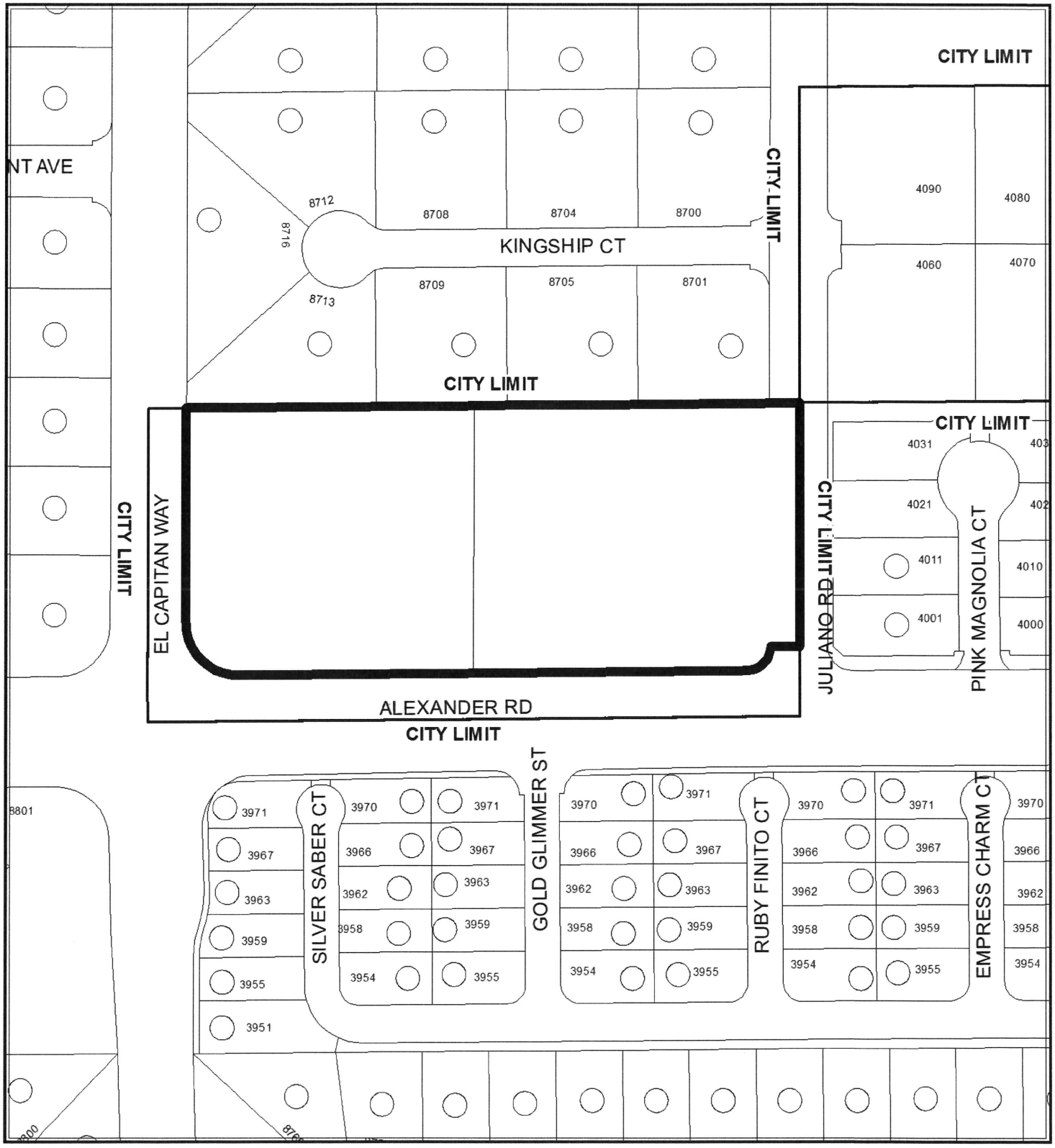
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: 22-0062-ANX1

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
29

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2022-11 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2023); providing for the payment of the costs and expenses of maintaining street beautification improvements; assessing the cost of maintenance against the assessable lots, tracts, and parcels of land benefitted by said maintenance. Proposed by: Mike Janssen, Director of Public Works

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Levies the assessment for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The property owners will be billed in four (4) quarterly installments without interest. The amount assessed through SID 1485 reflects the estimated maintenance costs from July 1, 2022 through June 30, 2023. The maintenance of the Street Beautification Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
ADOPTION at the May 18, 2022 City Council Meeting, pursuant to the May 2, 2022 Recommending Committee Meeting.

First Reading – 4/20/2022 First Publication – 5/5/2022

BACKUP DOCUMENTATION:
1. Bill No. 2022-11

BILL NO. 2022-11

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2023); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance) (the "District"), to defray the annual maintenance costs of a street beautification project within the District (the "Maintenance Project") as defined in Chapter 271 of the Nevada Revised Statutes ("NRS"), and has provided that the entire cost and expense of the Maintenance Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

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

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council has heretofore determined, and does hereby declare, that the net cost of the Maintenance Project for FY2023 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $75,800, of which, $ -0- is available from other sources and of which $75,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

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

WHEREAS, after a determination of the costs of such work to be paid by the property specially benefited, the City Council, together with the Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 6, 2022, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the 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 in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 6, 2022, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll to be filed in the records of the office of the City Clerk on March 2, 2022; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 6, 2022, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1485 (FY2023) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2023) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Maintenance Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Maintenance Project, with funds completely derived from the levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1485 (FY2023) Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1485 (FY2023) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the amount of the maintenance contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive

special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying the costs and expenses of the Maintenance Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Maintenance Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 2, 2022, and as modified and confirmed by the District No. 1485 (FY2023) Assessment Protest Resolution duly adopted by the City Council on April 20, 2022.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2022, October 1, 2022, January 1, 2023 and April 1, 2023. Failure to pay any assessment installment when due shall cause the whole amount of the unpaid principal of such assessment to become due and payable immediately, at the option of the City, the exercise of said option shall be indicated by the commencement of foreclosure or sale proceedings by the City. The whole amount of the unpaid principal and the interest that has accrued thereon shall, commencing fifteen (15) days after the date on which the delinquent Assessment Installment became due, whether or not the option to accelerate the due date for the payment of the unpaid principal is exercised, bear a penalty at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of the foreclosure sale or until paid; provided that, at any time prior to the day of such sale, the owner of any such lot or parcel may pay the aggregate amount of all of the delinquent assessment installments

originally becoming due on or before the date of said payment, with accrued interest thereon and all penalties and costs of collection accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if a default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 22, 2022) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, and collection costs and interest thereon).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or

reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary

that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk. In accordance with NRS 271.390(2); the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR BOUNDARIES OF DISTRICT IN THE CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2023)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1485 (FY2023) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 18, 2022. The Levy Ordinance levied and assessed the cost and expense of Boundaries of District against the lots, tracts and parcels of land specially benefited by the maintenance in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2023)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer in Las Vegas, Nevada, on or before June 21, 2022, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2022, October 1, 2022, January 1, 2023, and April 1, 2023. Failure to pay any assessment installment when due shall cause the whole amount of the unpaid principal of such assessment to become due and payable immediately, at the option of the City, the exercise of said option shall be indicated by the commencement of foreclosure or sale proceedings by the City. The whole amount of the unpaid principal and the interest that has accrued thereon shall, commencing fifteen (15) days after the date on which the delinquent Assessment Installment became due, whether or not the option to accelerate the due date for the payment of the unpaid principal is exercised, bear a penalty at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the Assessment and accrued interest, until the day of the foreclosure sale or until paid; provided that, at any time prior to the day of such sale, the owner of any such lot or parcel may pay the aggregate amount of all of the delinquent Assessment Installments originally becoming due on or before the date of said payment, with accrued interest thereon and all penalties and costs of collection accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if a default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, 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, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 22, 2022, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 18, 2022.

LUANN D. HOLMES, MMC
City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 18, 2022, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2023) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 20th day of April, 2022, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 18th day of May, 2022.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2023); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 20, 2022, and was passed at a regular meeting held on May 18, 2022, by the following vote of the City Council of the City of Las Vegas, Nevada:

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

This Ordinance shall be in full force and effect from and after May 22, 2022, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 18th day of May, 2022.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ LUANN D. HOLMES, MMC
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

INTRODUCED April 20, 2022, PASSED, ADOPTED AND APPROVED May 18, 2022.

CAROLYN G. GOODMAN
Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

3/15/22

James B. Lewis Date
Deputy City Attorney

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 20, 2022, and finally adopted and approved on May 18, 2022.

2. The following members of the City Council were present at the April 20, 2022, Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 20, 2022, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 18, 2022, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The presence of members of the City Council at its meeting of May 18, 2022, and their votes upon the adoption of the Ordinance were as follows:

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

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 20, 2022, and May 18, 2022. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meeting in accordance with the noticing standards as outlined in NRS 241.020:

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

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

(iii) City Hall
495 South Main Street
Las Vegas, Nevada

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 20, 2022, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 18, 2022, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of filing of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

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

IN WITNESS WHEREOF, I have hereunto set my hand on this May 18, 2022

LUANN D. HOLMES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 20, 2022 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 18, 2022 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
30

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2022-12 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2023 (Las Vegas Boulevard to 8th Street); providing for the payment of the costs and expenses of a Neighborhood Improvement Project, assessing the cost of the project against the assessable lots, tracts, and parcels of land benefitted by said improvements. Proposed by: Mike Janssen, Director of Public Works

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Levies the assessment for the annual maintenance costs of the Fremont Street Neighborhood Improvement Project. The property owners will be billed in four (4) quarterly installments without interest. The amount assessed through SID 1516 reflects the estimated costs of the SID from July 1, 2022 through June 30, 2023. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
ADOPTION at the May 18, 2022 City Council Meeting, pursuant to the May 2, 2022 Recommending Committee Meeting.

First Reading – 4/20/2022 First Publication – 5/5/2022

BACKUP DOCUMENTATION:
1. Bill No. 2022-12

BILL NO. 2022-12

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2023 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A NEIGHBORHOOD IMPROVEMENT PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring, improving and maintaining a Neighborhood Improvement Project (the "Project"), as defined in Chapter 271 of the Nevada Revised Statutes ("NRS"), and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

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

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project for FY2023 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $100,000, of which $-0- is available from other sources and $100,000 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

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

WHEREAS, after a determination of the costs of such work to be paid by the property specially benefited, the City Council, together with the Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 6, 2022, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the 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, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 6, 2022 at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on March 2, 2022; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 6, 2022, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 (FY2023) Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 (FY2023) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 (FY2023) Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 (FY2023) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the amount of the maintenance contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby

levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 2, 2022, and as modified and confirmed by the District No. 1516 (FY2023) Assessment Protest Resolution duly adopted by the City Council on April 20, 2022.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2022, October 1, 2022, January 1, 2023 and April 1, 2023. Failure to pay any assessment installment when due shall cause the whole amount of the unpaid principal of such assessment to become due and payable immediately, at the option of the City, the exercise of said option shall be indicated by the commencement of foreclosure or sale proceedings by the City. The whole amount of the unpaid principal and the interest that has accrued thereon shall, commencing fifteen (15) days after the date on which the delinquent Assessment Installment became due, whether or not the option to accelerate the due date for the payment of the unpaid principal is exercised, bear a penalty at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of the foreclosure sale or until paid; provided that, at any time prior to the day of such sale, the owner of any such lot or parcel may pay the aggregate amount of all of the delinquent assessment installments originally becoming due on or before the date of said payment, with accrued interest thereon and all penalties and costs of collection accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if a default had not been suffered. The owner of any property

assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 22, 2022) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, collection costs and the interest thereon).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that

the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk. In accordance with NRS 271.390(2),

the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2023 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 (FY2023) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 18, 2022. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2023 (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before June 21, 2022, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2022, October 1, 2022, January 1, 2023, and April 1, 2023. Failure to pay any assessment installment when due shall cause the whole amount of the unpaid principal of such assessment to become due and payable immediately, at the option of the City, the exercise of said option shall be indicated by the commencement of foreclosure or sale proceedings by the City. The whole amount of the unpaid principal and the interest that has accrued thereon shall, commencing fifteen (15) days after the date on which the delinquent Assessment Installment became due, whether or not the option to accelerate the due date for the payment of the unpaid principal is exercised, bear a penalty at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the Assessment and accrued interest, until the day of the foreclosure sale or until paid; provided that, at any time prior to the day of such sale, the owner of any such lot or parcel may pay the aggregate amount of all of the delinquent Assessment Installments originally becoming due on or before the date of said payment, with accrued interest thereon and all penalties and costs of collection accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if a default had not been suffered. The owner of any property

assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, 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, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 22, 2022 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 18, 2022.

LuAnn D. Holmes, MMC
City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 18, 2022, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2023 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A NEIGHBORHOOD IMPROVEMENT PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 20th day of April, 2022, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 18th day of May, 2022.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2023 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A NEIGHBORHOOD IMPROVEMENT PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 20, 2022, and was passed at a regular meeting held on May 18, 2022, by the following vote of the City Council of the City of Las Vegas, Nevada:

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

This Ordinance shall be in full force and effect from and after May 22, 2022, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 18th day of May, 2022.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ LUANN D. HOLMES, MMC
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

INTRODUCED April 20, 2022, PASSED, ADOPTED AND APPROVED May 18, 2022.

CAROLYN G. GOODMAN
Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

3/15/22

James B. Lewis Date
Deputy City Attorney

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 20, 2022, and finally adopted and approved on May 18, 2022.

2. The following members of the City Council were present at the April 20, 2022 Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 20, 2022, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 18, 2022, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted The presence of members of the City Council at its meeting of May 18, 2022, and their votes upon the adoption of the Ordinance were as follows:

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

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 20, 2022 and May 18, 2022. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meeting in accordance with the noticing standards as outlined in NRS 241.020:

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

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

(iii) City Hall
495 South Main Street
Las Vegas, Nevada

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 20, 2022, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 18, 2022, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of filing of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

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

IN WITNESS WHEREOF, I have hereunto set my hand on this May 18, 2022.

LUANN D. HOLMES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 20, 2022 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 18, 2022 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
31

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2022-13 - Amends LVMC Chapter 2.20 to authorize the Department of Fire and Rescue to enter into agreements with owners or operators of various types of public and private facilities by which the Department's public safety bomb squad or other specialized units will provide inspection, security and related services for specified events or types of events, and authorizes the Department to establish and charge fees in connection with providing such services. Proposed by: Jeff Buchanan, Chief of Fire and Rescue

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 2.20 to authorize the Department of Fire and Rescue to enter into agreements with owners or operators of various types of public and private facilities by which the Department's public safety bomb squad or other specialized units will provide inspection, security and related services for specified events or types of events. It will also authorize the Department to establish and charge fees in connection with providing such services. This authorization will allow the Department to recoup some of its costs in providing those services.

RECOMMENDATION:
ADOPTION at the May 18, 2022 City Council Meeting, pursuant to the May 2, 2022 Recommending Committee Meeting.

First Reading – 4/20/2022 First Publication – 5/5/2022

BACKUP DOCUMENTATION:
1. Bill No. 2022-13

BILL NO. 2022-13

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 2.20 TO AUTHORIZE THE DEPARTMENT OF FIRE AND RESCUE TO ENTER INTO AGREEMENTS WITH OWNERS OR OPERATORS OF VARIOUS TYPES OF PUBLIC AND PRIVATE FACILITIES BY WHICH THE DEPARTMENT'S PUBLIC SAFETY BOMB SQUAD OR OTHER SPECIALIZED UNITS WILL PROVIDE INSPECTION, SECURITY AND RELATED SERVICES FOR SPECIFIED EVENTS OR TYPES OF EVENTS; AUTHORIZE THE DEPARTMENT TO ESTABLISH AND CHARGE FEES IN CONNECTION WITH PROVIDING SUCH SERVICES; AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Jeff Buchanan, Chief of Fire and Rescue

Summary: Amends LVMC Chapter 2.20 to authorize the Department of Fire and Rescue to enter into agreements with owners or operators of various types of public and private facilities by which the Department's public safety bomb squad or other specialized units will provide inspection, security and related services for specified events or types of events, and authorizes the Department to establish and charge fees in connection with providing such services.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 60, reading as follows:

2.20.060: The Department of Fire and Rescue is authorized to enter into agreements with owners or operators of public or private sports, recreation, entertainment, convention or other assembly facilities by which the Department's public safety bomb squad or other specialized units will provide, on a standby or nonemergency basis, inspection, security and related services for specified events or types of events. In connection with providing such services, the Department is authorized to charge such fees as may be set forth by resolution of the City Council.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the

remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: 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 _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-5-22
_____
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 _____, 2022, 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 _____, 2022, 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: May 4, 2022

Agenda Item No.:
32

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

SUBJECT:
NEW BILLS:

Bill No. 2022-14 - Amends LVMC Title 19 (Unified Development Code) by amending Appendix F thereof (Interim Downtown Las Vegas Development Standards) to adjust the requirements and procedures for the placement of utility boxes and appurtenances within Area 1, as that area is identified in Appendix F. Proposed by: Seth T. Floyd, Director of Community Development

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Title 19 (Unified Development Code) by amending Appendix F thereof (Interim Downtown Las Vegas Development Standards) to adjust the requirements and procedures for the placement of utility boxes and appurtenances within Area 1, as that area is identified in Appendix F. The amendment is intended to provide more flexibility regarding installations that cannot reasonably be placed underground, without the need to pursue and obtain a waiver from the standard requirements.

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. 2022-14

BILL NO. 2022-14

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC TITLE 19 (UNIFIED DEVELOPMENT CODE) BY AMENDING APPENDIX F THEREOF (INTERIM DOWNTOWN LAS VEGAS DEVELOPMENT STANDARDS) TO ADJUST THE REQUIREMENTS AND PROCEDURES FOR THE PLACEMENT OF UTILITY BOXES AND APPURTENANCES WITHIN AREA 1, AS THAT AREA IS IDENTIFIED IN APPENDIX F, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Seth T. Floyd, Director of Community Development

Summary: Amends LVMC Title 19 (Unified Development Code) by amending Appendix F thereof (Interim Downtown Las Vegas Development Standards) to adjust the requirements and procedures for the placement of utility boxes and appurtenances within Area 1, as that area is identified in Appendix F.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, commonly known as the Unified Development Code, is hereby amended by amending Appendix F thereof, which contains and is titled Interim Downtown Las Vegas Development Standards, as is set forth in Sections 2 and 3 of this Ordinance. Deleted matter is shown in brackets and new matter by underlining.

SECTION 2: Section C.1.a.v of Appendix F, pertaining to Area 1 Utilities, is amended to read as follows:

v. Utilities [Utility vaults shall be located underground for all new developments. Ideally, these will be incorporated within the building footprint. In no case shall they be located along the street frontage of the project. All power lines shall be located underground from the nearest street access to the project site.] <u>For all development determined to be in need of new utilities, utility boxes shall be incorporated within the building footprint unless otherwise determined by the Director of Public Works, the Director of Planning, or both. If permitted within the right-of-way, above ground utilities shall be located within the alley, wherever possible. If an alley location is not possible, the above ground utility shall be located within the street amenity zone or as determined by the Director of Public Works. No utility or utility appurtenance may be placed in such a manner that:</u>

a. Blocks or inhibits pedestrian flow or access to a building door or entrance, ramp, or accessway;

b. Prevents or otherwise obstructs a handicapped or disabled pedestrian from passing or traversing; or

c. Otherwise causes a safety hazard.

SECTION 3: Section C.1.i of Appendix F, which contains a Table 11 identified as "DTLV-O Area 1 Requirement Threshold Matrix," is amended so that Table 11 reads as set forth in Exhibit A, which is attached to and incorporated by this Ordinance.

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.

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SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-18-22
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 _____, 2022, 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 _____, 2022, 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

EXHIBIT A

Table 11 – DTLV-O Area 1 Requirement Threshold Matrix

	Definition	Approval Process	Streetscape Requirements	Civil Improvements/Utilities	Parking Requirements
Change of use/Interior Remodel/Façade rehab	• Modification to the type of business activity • Façade improvement • Interior remodel (no Net Floor Area expansion to existing structure) • Fire/Life Safety or ADA accessibility upgrades • Signage	• Building Permit • Business License • Special Use Permit (if required) • [Encroachment Permit] <u>License Agreement</u> (if required) • Fire Permit (if required) • DDRC approval -- signage	• Streetscape – No • Lot Landscaping – No	• Civil Plans – May be required if new use requires upgraded utilities of Fire/Life Safety Improvements • Utilities [underground – No] <u>Refer to Interim Downtown Las Vegas Development Standards for utility requirements</u>	• No additional parking required; upgrade handicap spaces to federal standards only
Building Expansion (TI): Category I	• Modification to an existing structure resulting in Net Floor Area expansion not to exceed 10% or 5,000 SF (whichever is less) of floor area of the existing structure	• Building Permit • Business License • Special Use Permit (if required) • [Encroachment Permit] <u>License Agreement</u> (if required) • Fire Permit (if required) • Flood Control Review – finish floor elevation	• Streetscape – Not required; Covenant Running with Land agreement required to obtain property owner's consent for future streetscape improvements • Lot Landscaping – No	• Civil Plans – May be required if new use requires upgraded utilities of fire/life safety improvements • Utilities [underground – Not required; Covenant Running with Land agreement required to obtain property owner's consent for future improvements] <u>Refer to Interim Downtown Las Vegas Development Standards for utility requirements</u>	• No additional parking required; upgrade handicap spaces to federal standards only

	Definition	Approval Process	Streetscape Requirements	Civil Improvements/Utilities	Parking Requirements
Building Expansion (TI): Category II	• Modification to an existing structure resulting in Net Floor Area expansion not to exceed 10% or 5,000 SF (whichever is less) of floor area of the existing structure	• Site Development Plan Review (SDR) per Title 19.16 • Building Permit • Business License • Special Use Permit (if required) • [Encroachment Permit] License Agreement (if required) • Fire Permit • Flood Control Review – finish floor elevation	• Majority block frontage (over 50%) – All improvements required • Partial block frontage (50% or less) -- Covenant Running with Land agreement required to obtain property owner's consent for future improvements	• Majority block frontage (over 50%) – [Underground utilities required] Utilities shall be incorporated within the building footprint unless otherwise determined by the Director of Public Works or the Director of Planning, or both • Partial block frontage (50% or less) – Utilities not incorporated within the building footprint due to existing conditions will require a Covenant Running with Land agreement [required] to obtain property owner's consent for future improvements	• Refer to Interim Downtown Las Vegas Development Standards for parking requirements
New Development	• Modification to the type • Development of new principal structure on-site	• Site Development Plan Review (SDR) per Title 19.16 • Building Permit • Business License • Special Use Permit (if required) • [Encroachment Permit] License Agreement (if required) • Fire Permit • Flood Control Review – finish floor elevation	• Majority block frontage (over 50%) – All improvements required • Partial block frontage (50% or less) – any streetscape not implemented due to existing conditions will require a Covenant Running with Land agreement to obtain property owner's consent for future improvements	• Majority block frontage (over 50%) – [underground utilities required] Utilities shall be incorporated within the building footprint unless otherwise determined by the Director of Public Works or the Director of Planning, or both • Partial block frontage (50% or less) – [undergrounding not implemented] Utilities not incorporated within the building footprint due to existing conditions will require a Covenant Running with Land agreement [required] to obtain property owner's consent for future improvements	• Refer to Interim Downtown Las Vegas Development Standards for parking requirements

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
33

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

SUBJECT:
NEW BILLS:

Bill No. 2022-15 - Amends the Land Use Tables adopted in LVMC 19.12.010 to provide that the use “Blood Plasma Donor Center” is permitted in the C-1 Zoning District by means of special use permit. Sponsored by: Councilman Brian Knudsen

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the Land Use Tables adopted in LVMC 19.12.010 to provide that the use “Blood Plasma Donor Center” is permitted in the C-1 Zoning District by means of special use permit. It is believed that, in appropriate cases, this use can be compatible with surrounding uses within the C-1 District.

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. 2022-15

BILL NO. 2022-15

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE LAND USE TABLES ADOPTED IN LVMC 19.12.010 TO PROVIDE THAT THE USE "BLOOD PLASMA DONOR CENTER" IS PERMITTED IN THE C-1 ZONING DISTRICT BY MEANS OF SPECIAL USE PERMIT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Brian Knudsen

Summary: Amends the Land Use Tables adopted in LVMC 19.12.010 to provide that the use "Blood Plasma Donor Center" is permitted in the C-1 Zoning District by means of special use permit.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 12, Section 10, is amended by amending Table 2 of the Land Use Tables adopted therein to amend the entry for the use "Blood Plasma Donor Center" to indicate that the use is allowed in the C-1 Zoning District by means of special use permit. In order to reflect the amendment, the letter "S" shall be inserted in the box that represents the intersection of the row for the use "Blood Plasma Donor Center" and the column for the C-1 Zoning District.

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 _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-18-22
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 _____, 2022, 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 _____, 2022, 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: May 4, 2022

Agenda Item No.:
34

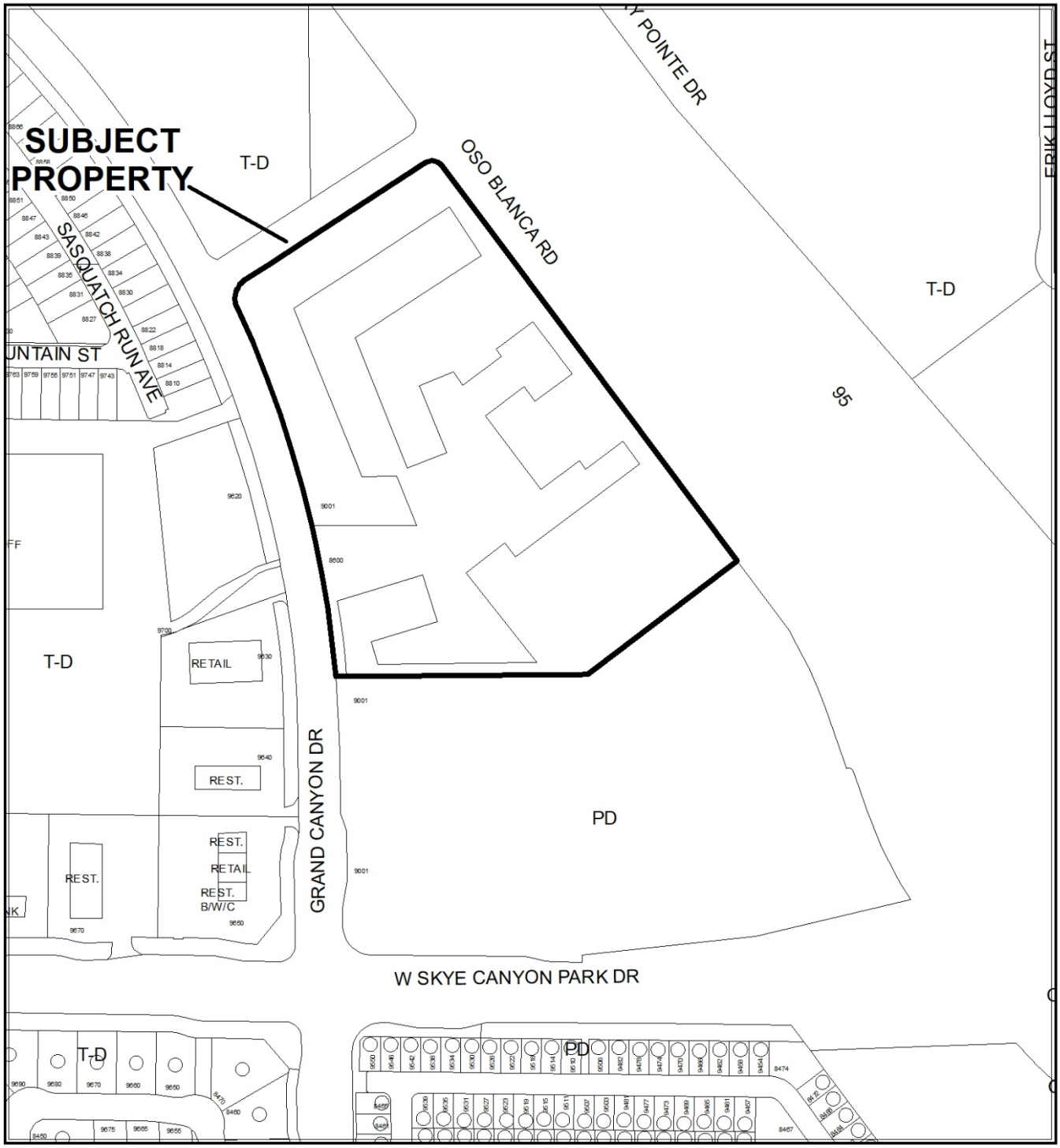
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0141 - NON-PUBLIC HEARING - APPLICANT: WARMINGTON APARTMENT COMMUNITIES - OWNER: WARMINGTON C V ASSOCIATES LP - For possible action on the following Land Use Entitlement project requests on 25.55 acres on the east side of Grand Canyon Drive, approximately 400 feet north of W Skye Canyon Park Drive (APNs 125-07-601-008 and 013), PD (Planned Development) and R-4 (High Density Residential) Zone, Ward 6 (Fiore). 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.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed Condition Confirmation Documentation



CASE: 22-0141

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL) AND PD (PLANNED DEVELOPMENT) [CC (COMMUNITY COMMERCIAL) GRAND CANYON VILLAGE SPECIAL LAND USE DESIGNATION]



0 210 420 Feet

CASE: 22-0141

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL) AND PD (PLANNED DEVELOPMENT) [CC (COMMUNITY COMMERCIAL) GRAND CANYON VILLAGE SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WARMINGTON APARTMENT COMMUNITIES – OWNER: WARMINGTON C V ASSOCIATES LP

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0141-EOT1	Staff recommends APPROVAL.	
22-0141-EOT2	Staff recommends APPROVAL.	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

CG

**** CONDITIONS ****

22-0141-EOT1 CONDITIONS

Planning

1. This approval shall expire on March 4, 2024 unless another Extension of Time is approved.

2. Conformance of the Conditions of Approval for Site Development Plan Review (VAR-77361) and all other site related actions as required by the Department of Planning and Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

22-0141-EOT2 CONDITIONS

Planning

1. This approval shall expire on March 4, 2024 unless another Extension of Time is approved.

2. Conformance to the Conditions of Approval for Variance (SDR-77362) and all other site related actions as required by the Department of Planning and Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting Extensions of Time for entitlements related to an approved 282-unit, three-story, multi-family residential development on 18.06 acres of undeveloped land on the east side of Grand Canyon Drive, approximately 400 feet north of W Skye Canyon Park Drive.

ISSUES

- These are the first Extension of Time requests for the applicable related approvals for the proposed multi-family residential development.

ANALYSIS

The applicant is requesting Extensions of Time for the following entitlements, approved March 4, 2020:

- A Variance (VAR-77361) to allow a zero-foot front yard setback where 10 feet is required, zero-foot side yard and corner side yard setbacks where five feet is required and a zero-foot rear-yard setback where 20 feet is required;
- A Site Development Plan Review (SDR-77362) for a proposed three-story, 282-unit multi-family residential development with waivers of the perimeter landscape buffer standards.

The submitted justification letter states that these Extension of Time requests are due to the detailed reviews during the plan check process that this project has experienced. As a result of this process, the applicant has not received final approval for the improvements plans. There have been building permits that have been submitted but are currently under review pending resubmission of plan documents.

FINDINGS (22-0141-EOT1, EOT2)

Conditions in the area have not changed that would affect the relationship between the approved multi-family residential development at the surrounding uses. The applicant has demonstrated their desire to develop in a timely manner as building permits have been submitted for review. Therefore, staff recommends approval of the requested Extensions of Time for an additional two years. If the Extension of Time requests are denied, SDR-77362 and VAR-77361 would expire effective March 4, 2022.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
09/08/15	The Planning Commission approved a Petition to Vacate (VAC-60365) a 20-foot wide, 1,600-foot long public sewer easement generally located at the northeast corner of W Skye Canyon Park Dr (formerly Horse Drive) and Grand Canyon Drive. Staff recommended approval. The approval expired 09/08/16.
	The Planning Commission approved a Site Development Plan Review (SDR-60370) for a proposed 216,081 square-foot shopping center on 24.10 acres at the northeast corner of W Skye Canyon Park Dr (formerly Horse Drive) and Grand Canyon Drive. This action created a future street alignment that separates the subject site from the remainder of the Grand Canyon Village plan area. Staff recommended approval. The approval expired 09/08/17.
05/10/16	The Planning Commission approved a request for a Site Development Plan Review (SDR-63598) for a proposed 265,108 square-foot Shopping Center on 30.00 acres at the northeast corner of W Skye Canyon Park Dr (formerly Horse Drive) and Skye Canyon Park Drive, within the Skye Canyon Master Plan area.
11/21/18	The City Council approved a Major Modification (MOD-74264) of the Grand Canyon Village Master Development Plan to remove 0.99 acres from the Plan area. The Planning Commission and staff recommended approval.
11/19/19	A Parcel Map (PMP-76472) for a three-lot Merger and Resubdivision on 24.10 acres at the northeast corner of W Skye Canyon Park Dr and Grand Canyon Drive was recorded.

Related Relevant City Actions by Planning, Fire, Bldg., etc	
01/28/20	Development) Zone [PROPOSED: PD (Planned Development) and R-4 (High Density Residential)], Ward 6 (Fiore) [PRJ76836].
03/04/20	The City Council approved the following requests: • Major Modification(MOD-77358) of the Grand Canyon Village Master Development Plan TO REMOVE 7.49 ACRES FROM THE LAND USE PLAN • General Plan Amendment (GPA-77359) FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: H (HIGH DENSITY RESIDENTIAL) • Rezoning (ZON-77360) FROM: PD (PLANNED DEVELOPMENT) TO: R-4 (HIGH DENSITY RESIDENTIAL) • Variance (VAR-77361) TO ALLOW A ZERO-FOOT FRONT YARD SETBACK WHERE 10 FEET IS REQUIRED, ZERO-FOOT SIDE YARD AND CORNER SIDE YARD SETBACKS WHERE FIVE FEET IS REQUIRED AND A ZERO-FOOT REAR YARD SETBACK WHERE 20 FEET IS REQUIRED • Site Development Plan Review (SDR-77362) FOR A PROPOSED THREE-STORY, 282-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARDS on 18.06 acres on the east side of Grand Canyon Drive, approximately 400 feet north of W Skye Canyon Park Drive (Parcels 1 and 2 of File 125 Page 32 of Parcel Maps), PD (Planned Development) Zone [PROPOSED: PD (Planned Development) and R-4 (High Density Residential)], Ward 6 (Fiore) [PRJ76836].

Most Recent Change of Ownership	
05/28/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/23/21	Building Permit (PRC21-00030) for (16) 3-story apartment buildings, clubhouse w/fitness area, pool room, maintenance room, and trash enclosures is currently in review pending resubmittal of architectural plans.
02/23/21	Building Permits (C21-00959 thru C22-00977) are currently awaiting completion and issuance of Master Building Permit Application (PRC21-00030).

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
03/30/22	Staff conducted a field check and observed construction personnel and vehicles on site. Construction personnel was working to move ground materials. Nothing else of concern was noted.

Details of Application Request	
Site Area	
Net Acres	7.49 (Variance)
Net Acres	18.06 (Site Development Plan Review)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	PCD (Planned Community Development)[CC(Community Commercial)]	PD (Planned Development)
	Undeveloped	H (High)	R-4 (High Density Residential)
North	Undeveloped	TND (Traditional Neighborhood Development)	T-D (Traditional Development)
South	Undeveloped	PCD (Planned Community Development) [CC(Community Commercial)]	PD (Planned Development
East	Frontage Road	Right-of-Way	Right-of-Way
West	Shopping Center	TND (Traditional Neighborhood Development)	T-D (Traditional Development)

Master and Neighborhood Plan Areas	***Compliance***
Master Plan Area 2050: Kyle Canyon	Y
Grand Canyon Village	Y
Special Area and Overlay Districts	***Compliance***
Other Plans or Special Requirements	
No Applicable Special Area or Overlay Districts	N/A
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following standards apply (Parcel 1):

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	7,000 SF	326,264 SF	Y
Min. Lot Width	N/A	205 Feet	N/A
Min. Setbacks • Front • Side • Corner • Rear	 10 Feet 5 Feet 5 Feet 20 Feet	 0 Feet 0 Feet 0 Feet 0 Feet	 Y* Y* Y* Y*
Min. Distance Between Buildings	Unlimited	20 Feet	Y
Max. Lot Coverage	Unlimited	48.5%	Y
Max. Building Height	Unlimited	40 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

*Zero-foot setbacks allowed per previously approved Variance (VAR-73361)

Pursuant to the Grand Canyon Village Design Standards, the following standards apply (Parcel 2):

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	460,429 SF	N/A
Min. Lot Width	N/A	163 Feet	N/A
Min. Setbacks			
• Front	18 Feet	248 Feet	Y
• Side	5 Feet	0 Feet	N
• Corner	5 Feet	0 Feet	Y*
• Rear	5 Feet	54 Feet	Y
• Patio Covers	5 Feet	5 Feet	Y
• Balconies	5 Feet	N/A	N/A
Max. Lot Coverage	50%	1.35%	Y
Max. Building Height	35 Feet	28 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.06, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	20 Trees	19 Trees	N
• South	1 Tree / 20 Linear Feet	37 Trees	39 Trees	Y
• East	1 Tree / 20 Linear Feet	44 Trees	38 Trees	N
• West	1 Tree / 20 Linear Feet	30 Trees	20 Trees	N
TOTAL PERIMETER TREES		**131 Trees**	**116 Trees***	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	93 Trees	93 Trees	Y**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	10 Feet		20 Feet	Y
• South	6 Feet		10 Feet	Y
• East	10 Feet		0 Feet	N***
• West	10 Feet		20 Feet	Y
Wall Height	6 feet (per Grand Canyon Village theme wall)		Not Indicated	N

*Project perimeter only. A condition of approval requires additional trees in the perimeter buffer areas as required by Title 19. As a Variance (VAR-77361) is requested for zero-foot setbacks along interior lot lines, no exception is required for no landscape materials along interior lot lines.
**A condition of approval requires parking lot landscape trees to be placed in planters as required by Title 19.
***A Waiver of Title 19 perimeter landscape buffer requirements was approved.
†A Waiver of Title 19 perimeter landscape buffer requirements for Parcel 1 is not necessary if VAR-77361 allowing zero-foot building setbacks is approved, as setbacks prevail. Parcel 2 requires waivers of perimeter landscape buffer requirements for nonresidential development.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Grand Canyon Drive	Major Collector	Master Plan of Streets and Highways Map/ Skye Canyon Development Standards	0-62	N*
Drake Drive	Minor Collector with Bike Lanes	Skye Canyon Development Standards	0	N*
Oso Blanca Road	Frontage Road/Collector	Master Plan of Streets and Highways Map	49	N*

*The applicant will be required to construct half street improvements on Grand Canyon Drive and Drake Drive and full width improvements on Oso Blanca Road as part of this request.

Pursuant to Skye Canyon Development Standards, the following streetscape standards apply:*

Streetscape Standards	***Required***	***Provided***	***Compliance***
Grand Canyon Drive Major Collector (Sky Canyon Development Standards)	6’ detached sidewalk within 20’ common lot	5’ attached sidewalk in ROW	N

Streetscape Standards	***Required***	***Provided***	***Compliance***
	5' amenity zone within common lot	5' amenity zone with alternating 24" box Modesto Ash and Fan Tex Ash street trees within ROW	N
	9' landscape buffer within common lot	20' landscape buffer within future common lot	Y
Drake Drive Minor Collector (Skye Canyon Development Standards)	6' detached sidewalk within 17' common lot	5' attached sidewalk in ROW	N
	5' amenity zone within common lot	5' amenity zone with 48" box Holly Oak and 24" box Purple Leaf Plum street trees within ROW	N
	6' landscape buffer within common lot	20' landscape buffer within future common lot	N
Street Lighting	Must be provided along all public and private streets. Light standards and pole height shall be scaled to street dimension illumination requirements	Not indicated	N

*The required street section along Grand Canyon Drive is a Major Collector Street per the Skye Canyon Development Standards Manual. The Grand Canyon Village Design Standards Manual Section 3.3 states, "Developers shall provide trees and other plantings with drip irrigation, streetlights and appropriate walkways that meet or exceed City of Las Vegas standards."

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	
Multi-Family Residential (1 BR)	88 units	1.25 spaces/unit	110				

Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Multi-Family Residential (2 BR)	194 units	1.75 spaces/unit	340				
Guest Parking	282 units	1 space/ 6 units	47				
TOTAL SPACES REQUIRED			497		499		Y
Regular and Handicap Spaces Required			487	10	489	10	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
10-foot perimeter landscape buffer along rights-of-way	To allow a zero-foot buffer along the east PL	Denial
8-foot perimeter landscape buffer along interior lot lines	To allow no landscape buffers along interior PLs of Parcel 2	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

Project Address (Location) 8600 NORTH GRAND CANYON DRIVE

Project Name GRAND CANYON APARTMENTS **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 125-07-601-008 & 013 **Ward #**

General Plan: Existing PCD Proposed PCD **Zoning:** Existing PD Proposed PD

Additional Information GPA-77359 / ZON-77360 / VAR-77361 / SDR-77362

Property Owner WARMINGTON C V ASSOCIATES LP Contact

Address 3090 PULLMAN STREET City COSTA MESA State CA Zip 92626

E-mail Phone

Applicant WARMINGTON APARTMENT COMMUNITIES Contact GREG OBERLING

Address 6725 VIA AUSTI PARKWAY, 3rd FLOOR City LAS VEGAS State NV Zip 89119

E-mail GregO@warmingtongroup.com Phone (702)248-4883

Representative VTN-NEVADA Contact JEFFREY ARMSTRONG

Address 2727 SOUTH RAINBOW BOULEVARD City LAS VEGAS State NV Zip 89146

E-mail jeffreya@vtnnv.com Phone (702)873-7550

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 Greg Oberling

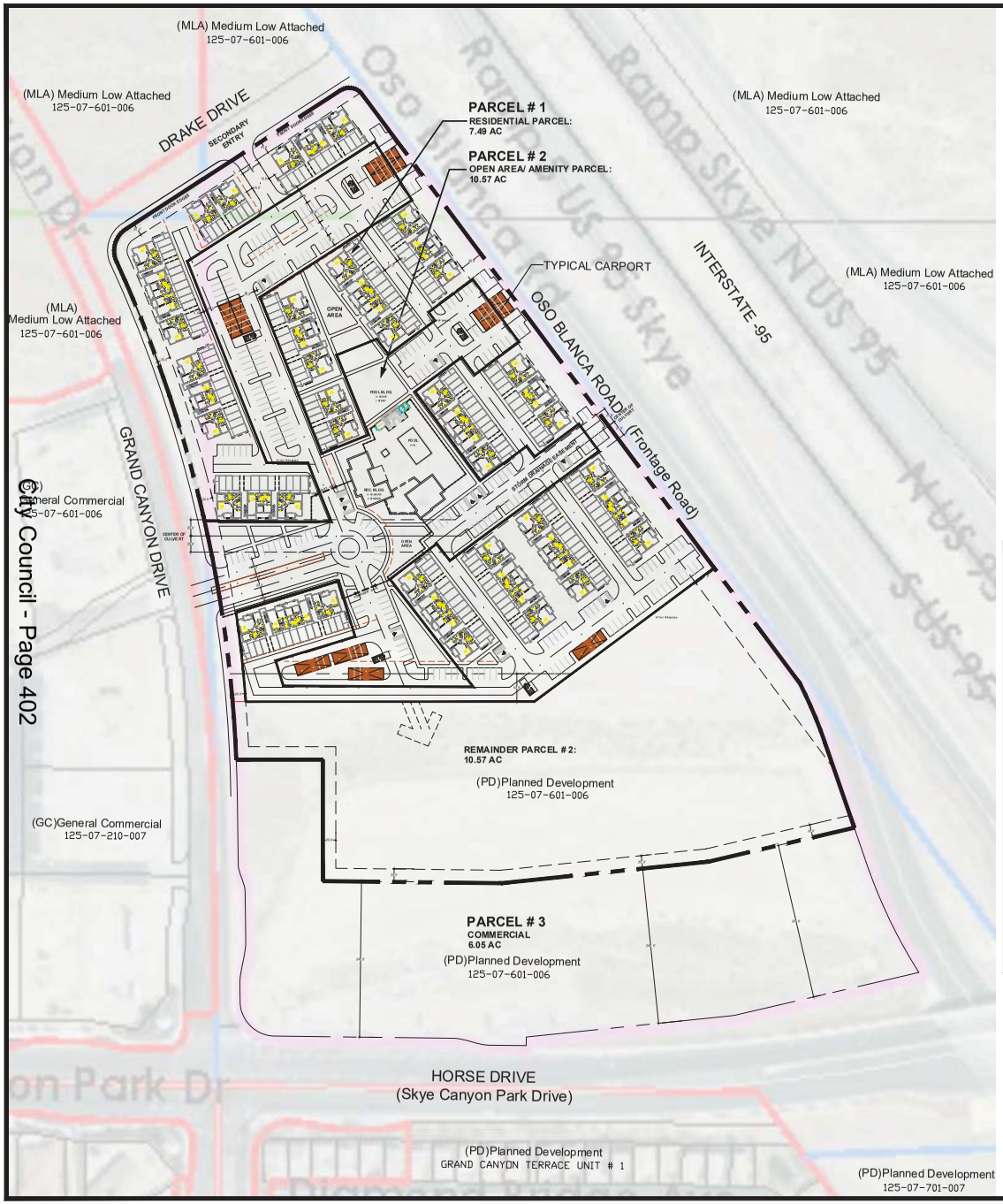
Subscribed and sworn before me

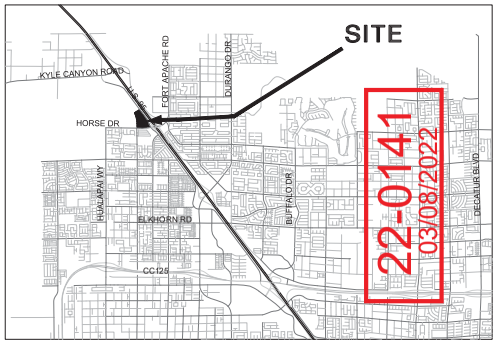
This 7 day of March , 20 22

Notary Public in and for said County and State

PATRICIA GONZALEZ
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 09-08[illegible]
Appt. Expires March 12, 2025

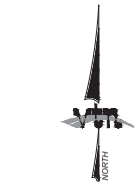
22-0141





VICINITY MAP

22-0141
03/08/2022

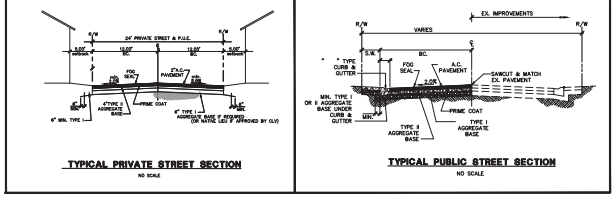


GRAPHIC SCALE
80 0 40 80 160
1" = 80'

SITE SUMMARY	
APN:	125-07-201-004
	125-07-101-008
	125-07-601-006
SITE AREA:	24.11 ACRES
EXISTING LAND USE	VACANT
PROPOSED LAND USE	RESIDENTIAL / OS
EXISTING ZONING:	PD (PLANNED DEVELOPMENT
	R-4 /C
PROPOSED RESIDENTIAL UNITS	282
PROPOSED DENSITY	282/7.49AC =37.65DU/AC.
PARCEL # 1	7.49 ACRES
PARCEL # 2	10.57 ACRES
PARCEL # 3	6.05 ACRES
TOTAL ACREA:	24.11 ACRES
PROPOSED RESIDENTIAL UNITS	282
UNIT TYPES	
BUILDING "A" - 10 PLEX (2 Buildings)	
1 BEDROOM APARTMENTS	0 UNITS
2 BEDROOM APARTMENTS	20 UNITS
BUILDING "B" - 17 PLEX (6 Buildings)	
1 BEDROOM APARTMENTS	48 UNITS
2 BEDROOM APARTMENTS	54 UNITS
BUILDING "C" - 20 PLEX (8 Buildings)	
1 BEDROOM APARTMENTS	40 UNITS
2 BEDROOM APARTMENTS	120 UNITS
TOTAL UNITS:	282 UNITS
1 BEDROOM APARTMENTS	88 UNITS or 31.2%
2 BEDROOM APARTMENTS	194 UNITS or 68.8%
PARKING REQUIRED	
1 BEDROOM APARTMENTS	1.25 SPACES/UNITS
2 BEDROOM APARTMENTS	1.75 SPACES/UNITS
GUEST PARKING	282/6 SPACE/UNITS
HANDICAP PARKING	(201-300) = 10 SPACES
1 BEDROOM APARTMENTS	110 SPACES
2 BEDROOM APARTMENTS	340 SPACES
GUEST PARKING SPACES	47 SPACES
HANDICAP PARKING SPACES	10 SPACES
TOTAL SPACE REQUIRED:	497 SPACES
PARKING PROVIDED	
GARAGED SPACE	184 SPACES
SURFACE PARKING	207 SPACES
HANDICAP SPACES	10 SPACES
CARPORTS	98 SPACES
TOTAL SPACES PROVIDED:	499 SPACES



PARCEL MAP N.T.S.



WARMINGTON APARTMENT COMMUNITIES
8725 VIA AUSTI PARKWAY, 3rd FLOOR
LAS VEGAS, NEVADA 89119
(702) 458-8600

vtn
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148
PH: (702) 873-7555 FAX: (702) 382-2857 WEB: WWW.VTNNV.COM
CONSULTING ENGINEERS ● PLANNERS ● LAND SURVEYORS

SITE DEVELOPMENT PLAN FOR GRAND CANYON APARTMENTS

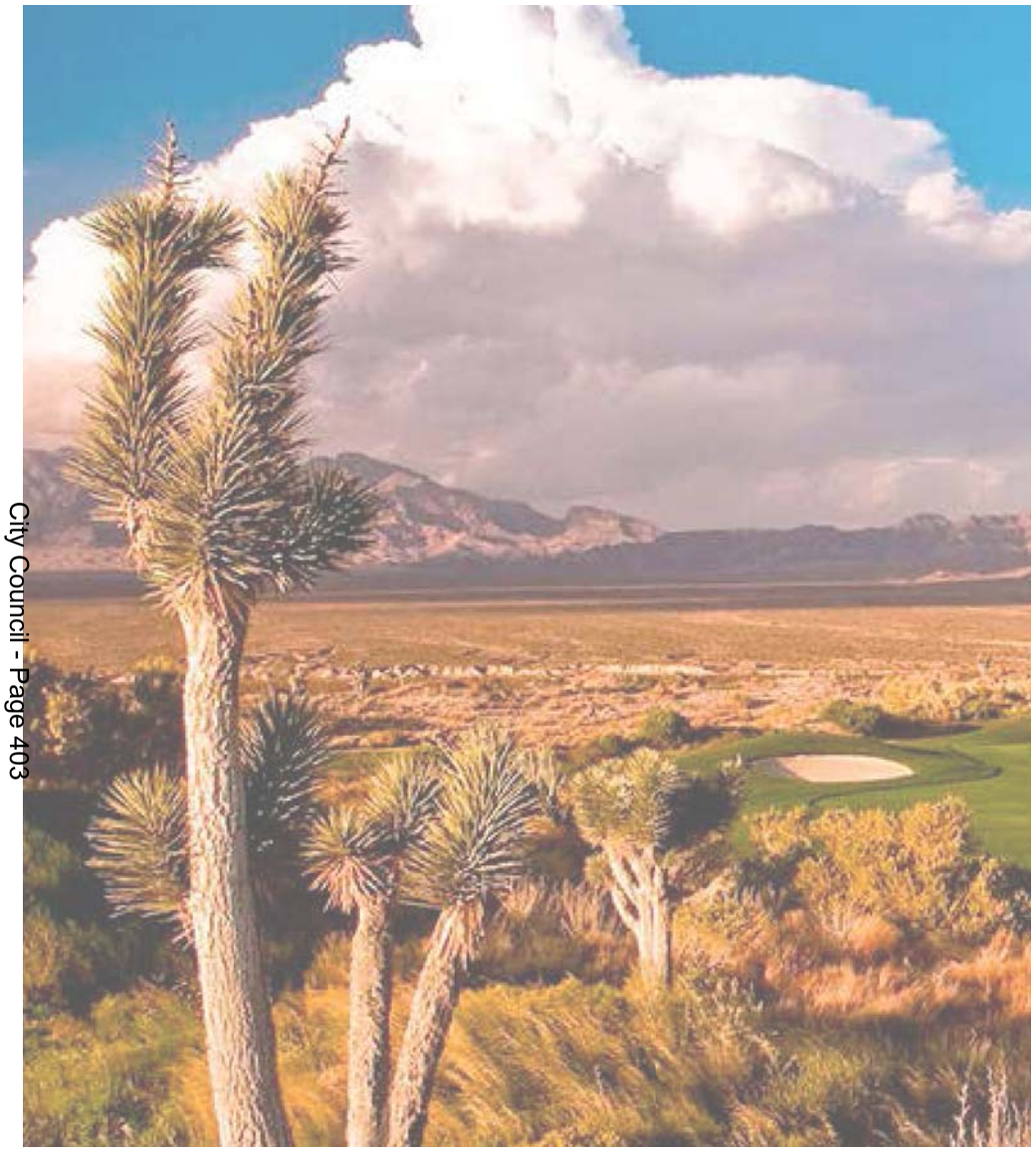
SKYE CANYON PARK DRIVE & GRAND CANYON DRIVE

REV	DATE	BY	REVISION

DRAWN BY: 11/05/2019
DESIGNED BY: 11/05/2019
CHECKED BY: 11/05/2019
PROJECT NO: 7934
SCALE: 80 HORZ VERT

SHEET 1 OF 4 SHEETS
DRAWING NO. 7934

H:\7934\Planning\7934-site.dwg, 1/2/2020 11:40 AM,jeffreya



GRAND CANYON APARTMENTS

WARMINGTON RESIDENTIAL COMMUNITIES NEVADA INC.

PROJECT INDEX:

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ARCHITECTURAL SHEETS

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A.4 UNIT A3 - ONE BEDROOM
A.5 UNIT A4 - ONE BEDROOM & UNIT B1 - TWO BEDROOMS
A.6 UNIT B2 - TWO BEDROOMS & UNIT B3 - TWO BEDROOMS
A.7 UNIT B4 - TWO BEDROOMS
A.8 UNIT B4 - TWO BEDROOM & LOFT
A.9 UNIT B6 - TWO BEDROOMS
A.10 UNIT B6 - TWO BEDROOM & LOFT

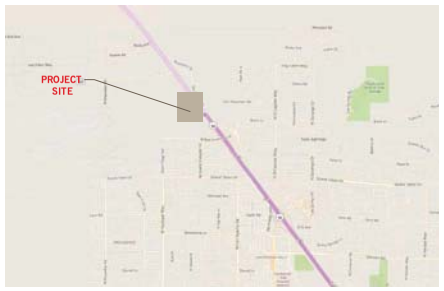
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A.12 BLDG A - SECOND FLOOR PLAN
A.13 BLDG A - THIRD FLOOR PLAN
A.14 BLDG A - ELEVATIONS
A.15 BLDG A - ELEVATIONS

A.16 BLDG B - FIRST FLOOR PLAN
A.17 BLDG B - SECOND FLOOR PLAN
A.18 BLDG B - THIRD FLOOR PLAN
A.19 BLDG B - ELEVATIONS
A.20 BLDG B - ELEVATIONS

A.21 BLDG C - FIRST FLOOR PLAN
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A.23 BLDG C - THIRD FLOOR PLAN
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A.25 BLDG C - ELEVATIONS

A.26 RECREATION BUILDING & POOL BUILDING PLANS
A.27 RECREATION BUILDING PLANS
A.28 RECREATION BUILDING ELEVATION

A.29 PROJECT RENDERING
A.30 PROJECT RENDERING
A.31 PROJECT RENDERING



22-0141
03/08/2022

TITLE SHEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.1



SITE SUMMARY

APN's: 125-07-201-004, 125-07-101-008, and 125-07-601-006

Site Area: 11.53 acres or 502,586 square feet

Existing Land Use:	**Vacant**
Proposed Land Use:	**Residential**
Existing Zoning:	PD
Proposed Zoning:	R-4 and C-1
Proposed Residential Units:	282 du
Proposed Density:	279/7.654 = 36.45

PARKING SUMMARY

REQUIRED:

1 BED :	1.25 spaces / unit
2 BED :	1.75 spaces / unit
GUEST :	.2 spaces / unit
1 BED (88 du) :	110 spaces
2 BED (195 du) :	340 spaces
GUEST (282 du) :	57 spaces
TOTAL:	**506 spaces**

PROVIDED:

GARAGE :	184 spaces
CARPORT:	**98 spaces**
SURFACE :	229 spaces

TOTAL: 511 spaces
(1.81 spaces / unit)

UNIT SUMMARY

BLDG A | 10 plex (2 BLDGS):
1 bed: - per bldg
2 bed: 10 per bldg

BLDG B | 17 plex (6 BLDGS):
1 bed: 8 per bldg
2 bed: 9 per bldg

BLDG C | 20 plex (8 BLDGS):
1 bed: 5 per bldg
2 bed: 15 per bldg

1 bed:	88	*(31%)*
2 bed:	1948	*(69%)*
TOTAL:	*282*	

* See Landscape Plans for Details and Final Layout

22-0141
03/08/2022

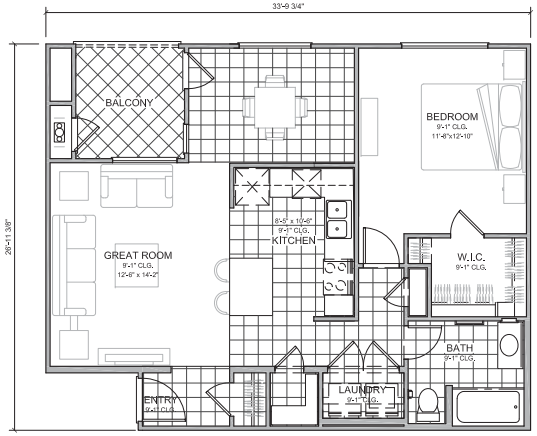
SITE PLAN

GRAND CANYON APARTMENTS

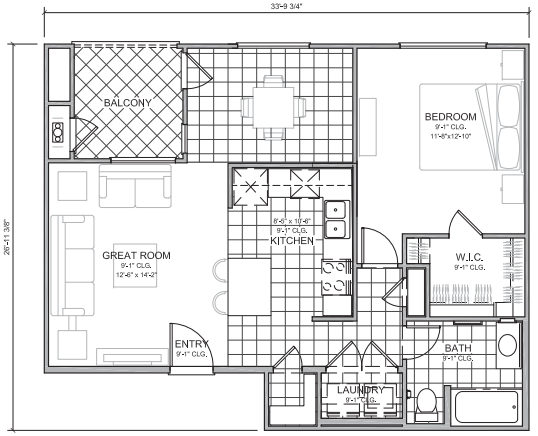
WARMINGTON APARTMENT COMMUNITIES

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JOB NO. 710.031
DATE 11-20-19
18818 Teller Avenue
Suite 260
Irvine, California 92612

A.2



UNIT A2 : ONE BEDROOM
2nd Floor - (A2-2)
3rd Floor - (A2-3)



UNIT A2 : ONE BEDROOM
2nd Floor - (A2-2 alt)
3rd Floor - (A2-3 alt)

22-0141
03/08/2022

UNIT PLANS

0 8 16 FEET

GRAND CANYON APARTMENTS

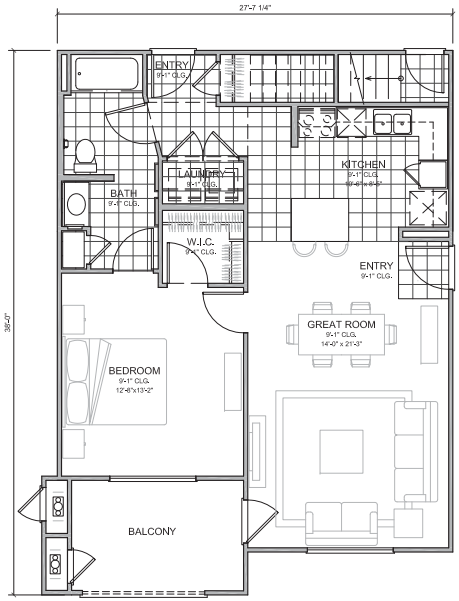
WARMINGTON APARTMENT COMMUNITIES

DAHLIN

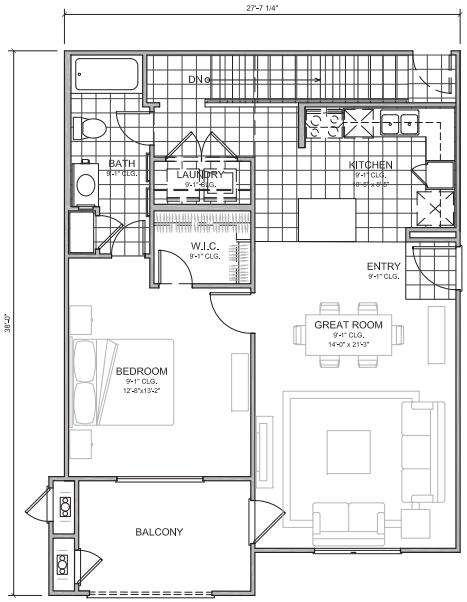
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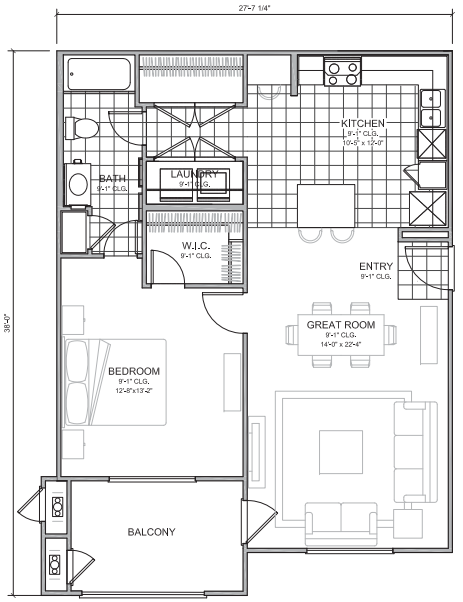
A.3



UNIT A3 : ONE BEDROOM
1st Floor - (A3-1)



UNIT A3 : ONE BEDROOM
2nd Floor - (A3-2)



UNIT A3 : ONE BEDROOM
3rd Floor - (A3-3)

22-0141
03/08/2022

UNIT PLANS

0 8 16 FEET

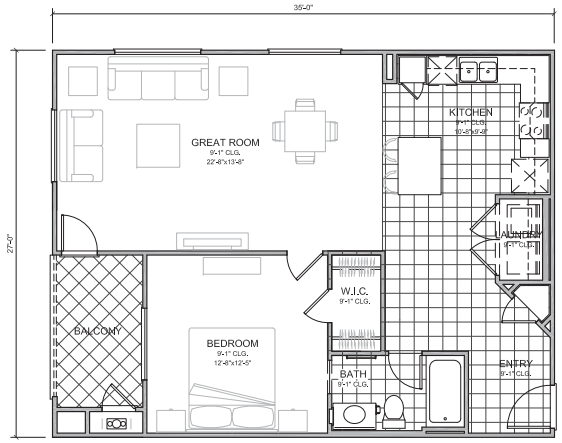
GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

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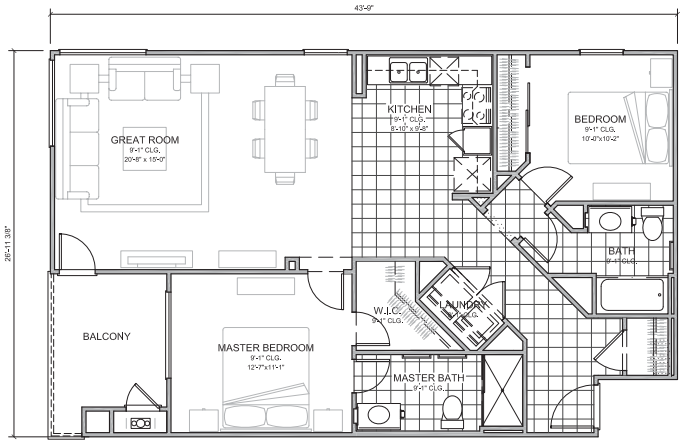
A.4



UNIT A4 : ONE BEDROOM

2nd Floor - (A4-2)

3rd Floor - (A4-3)



UNIT B1 : TWO BEDROOM

2nd Floor - (B1A-2)

3rd Floor - (B1A-3)

22-0141
03/08/2022

UNIT PLANS

0 8 16 FEET

GRAND CANYON APARTMENTS

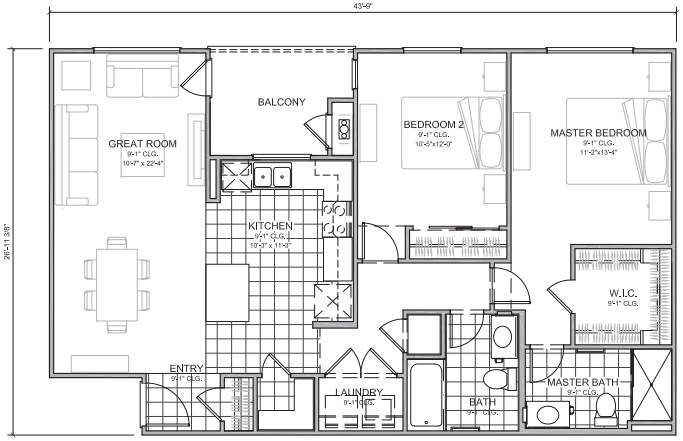
WARMINGTON APARTMENT COMMUNITIES

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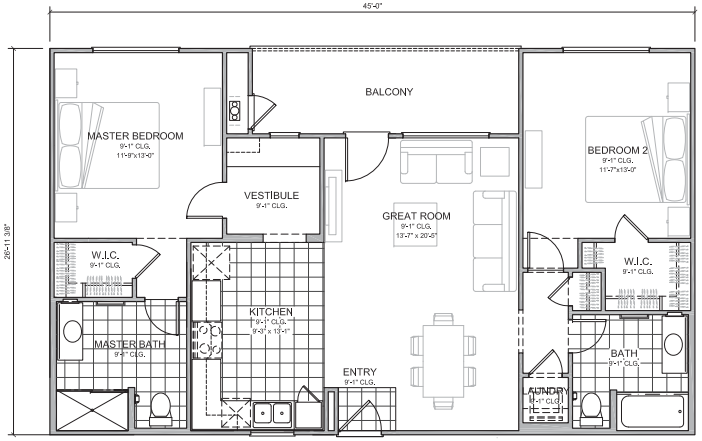
A.5



UNIT B2 : TWO BEDROOM

2nd Floor - (B2-2)

3rd Floor - (B2-3)



UNIT B3 : TWO BEDROOM

2nd Floor - (B3-2)

3rd Floor - (B3-3)

22-0141
03/08/2022

UNIT PLANS

0 8 16 FEET

GRAND CANYON APARTMENTS

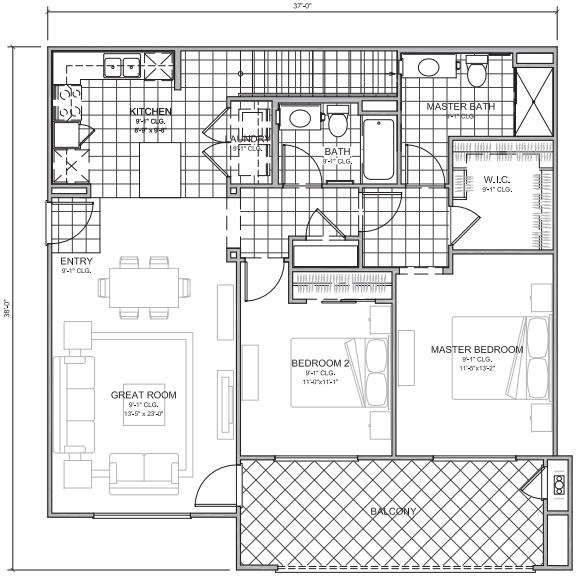
WARMINGTON APARTMENT COMMUNITIES

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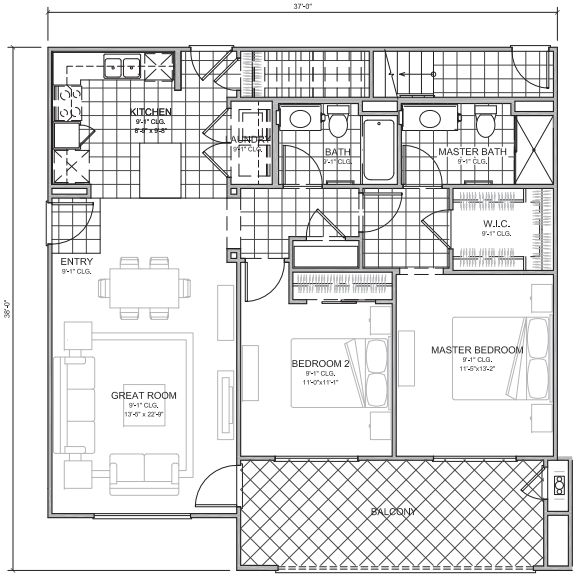
JOB NO. 710.031
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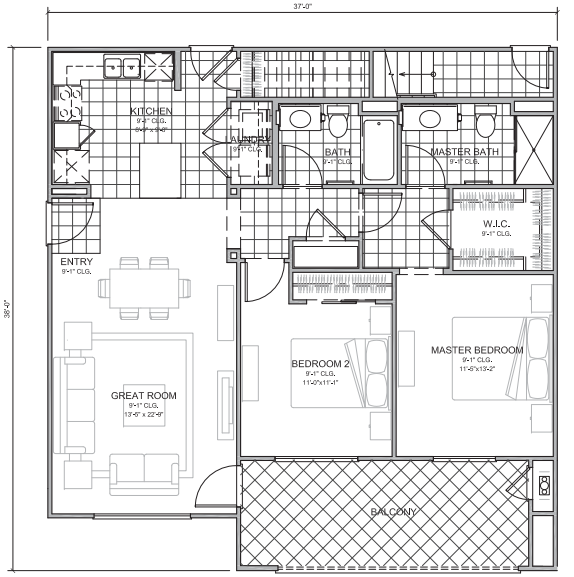
A.6



UNIT B4-2: TWO BEDROOM
2nd Floor



UNIT B4-1: TWO BEDROOM
1st Floor



UNIT B4-1 ALT: TWO BEDROOM
1st Floor

22-0141
03/08/2022

UNIT PLANS

0 8 16 FEET

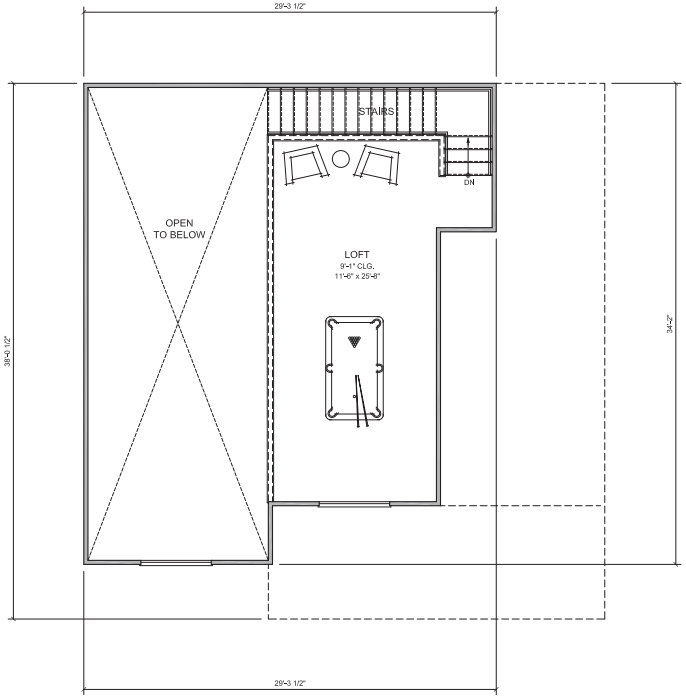
GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

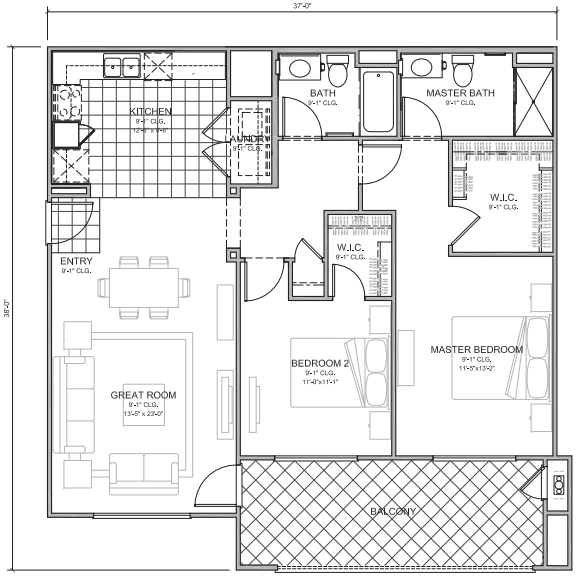
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18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.7



UNIT B4-3: LOFT
4th Floor



UNIT B4-3: TWO BEDROOM
3rd Floor

22-0141
03/08/2022

UNIT PLANS

0 8 16 FEET

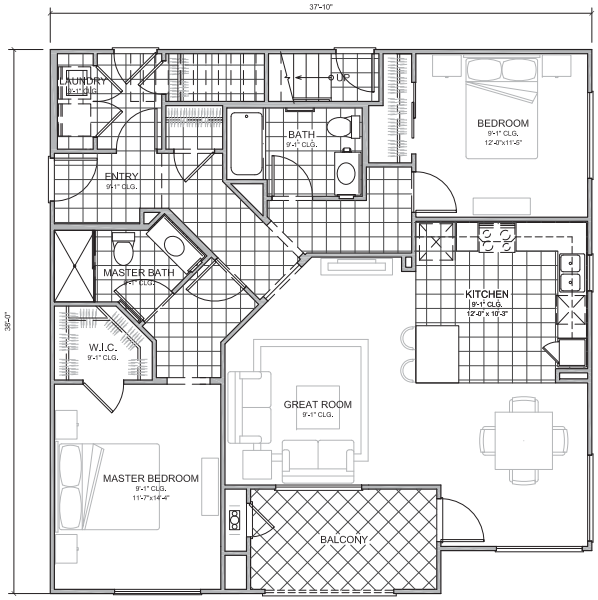
GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

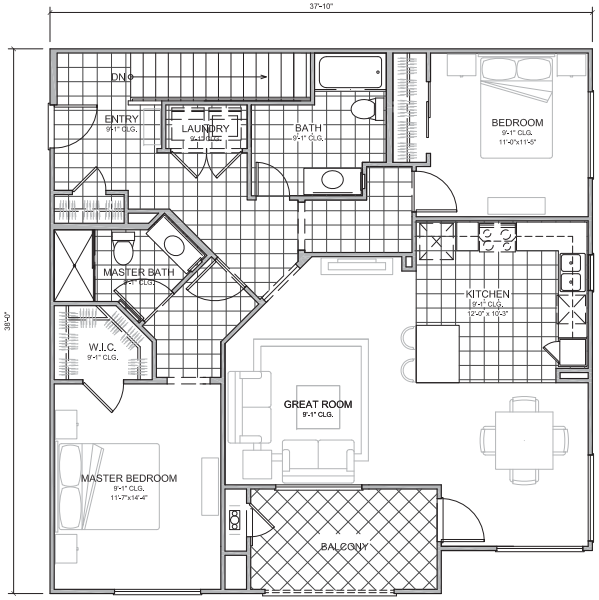
DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.8



UNIT B6-1A: TWO BEDROOM
1st Floor



UNIT B6-2: TWO BEDROOM
2nd Floor

22-0141
03/08/2022

UNIT PLANS

0 8 16 FEET

GRAND CANYON APARTMENTS

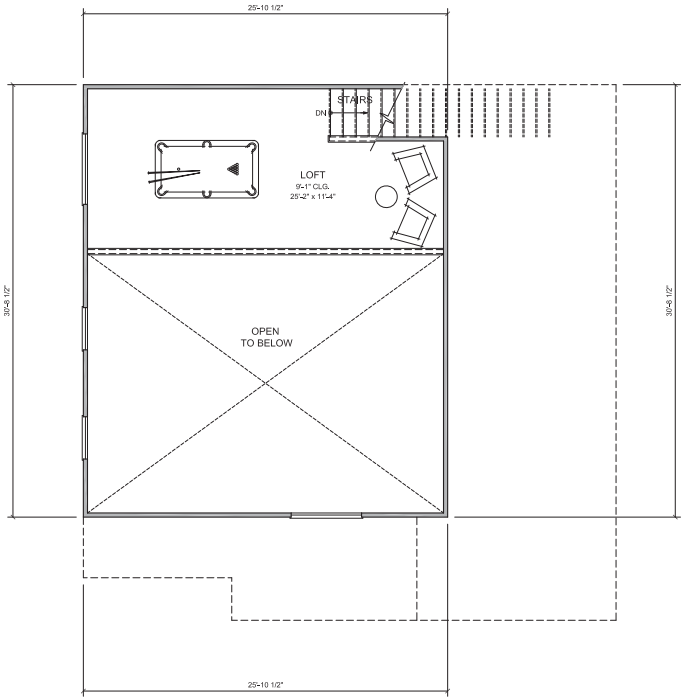
WARMINGTON APARTMENT COMMUNITIES

DAHLIN

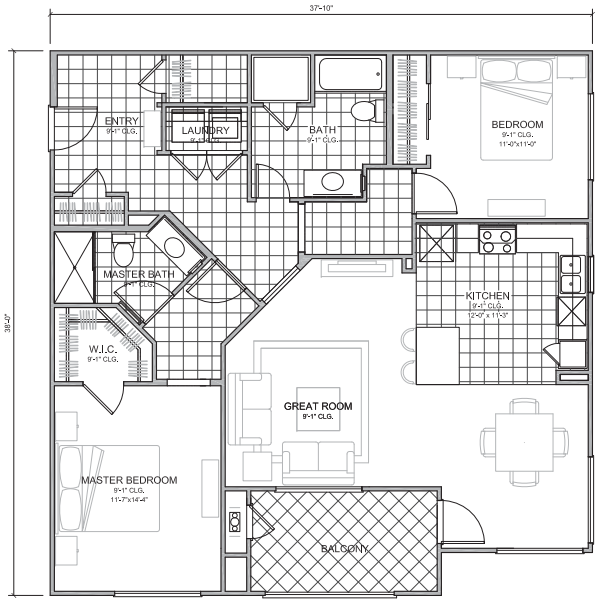
JOB NO. 710.031
DATE 11-20-19

18818 Teller Avenue
Suite 260
Irvine, California 92612

A.9



UNIT B6-3: LOFT
4th Floor



UNIT B6-3: TWO BEDROOM
3rd Floor

22-0141
03/08/2022

UNIT PLANS

0 8 16 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN

JOB NO. 710.031
DATE 11-20-19
18818 Teller Avenue
Suite 260
Irvine, California 92612

A.10



BUILDING A
FIRST FLOOR PLAN

22-0141
03/08/2022

0 8 16 24 FEET

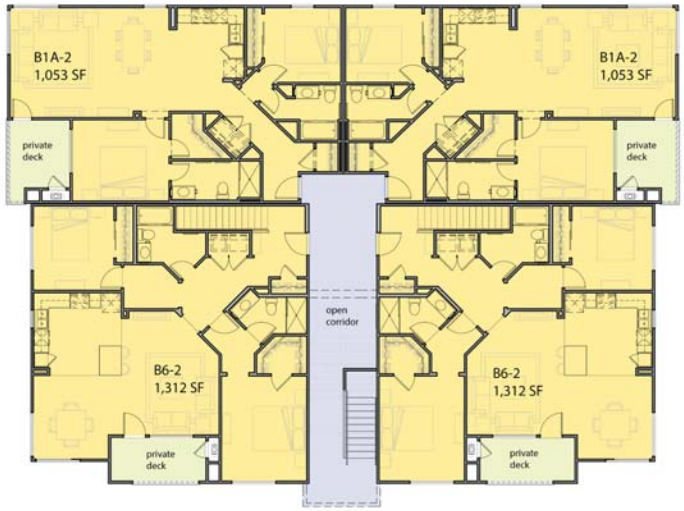
GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.11



BUILDING A
SECOND FLOOR PLAN

22-0141
03/08/2022

8 16 24 FEET

GRAND CANYON APARTMENTS

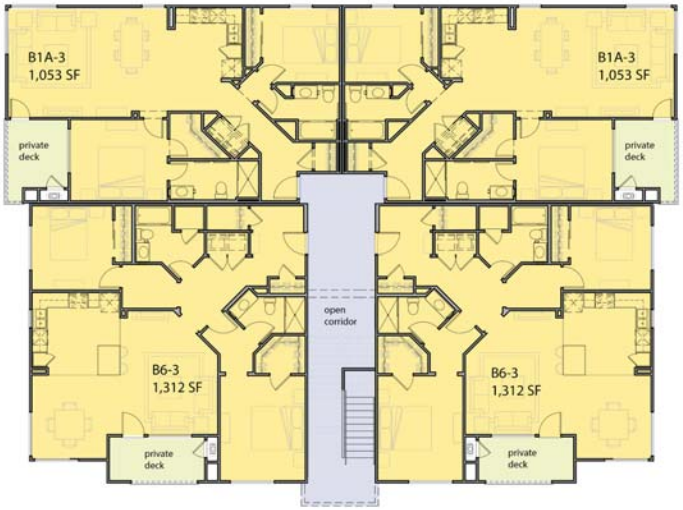
WARMINGTON APARTMENT COMMUNITIES

DAHLIN

JOB NO. 710.031
DATE 11-20-19

18818 Teller Avenue
Suite 260
Irvine, California 92612

A.12



BUILDING A
THIRD FLOOR PLAN

22-0141
03/08/2022

8 16 24 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN

JOB NO. 710.031
DATE 11-20-19

18818 Teller Avenue
Suite 260
Irvine, California 92612

A.13





GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

BUILDING A ELEVATIONS

22-0141
03/08/2022

0 10 20 30 FEET

DAHLIN

JOB NO. 710.031
DATE 11-20-19

18818 Teller Avenue
Suite 260
Irvine, California 92612

A.14



RIGHT ELEVATION



FRONT ELEVATION



LEFT ELEVATION



REAR ELEVATION

BUILDING A ELEVATIONS

22-0141
03/08/2022

0 10 20 30 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.15



BUILDING B
FIRST FLOOR PLAN

22-0141
03/08/2022

0 8 16 24 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.16



BUILDING B
SECOND FLOOR PLAN

22-0141
03/08/2022

8 16 24 FEET

GRAND CANYON APARTMENTS

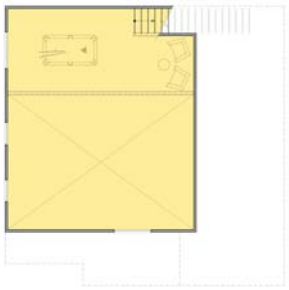
WARMINGTON APARTMENT COMMUNITIES

DAHLIN

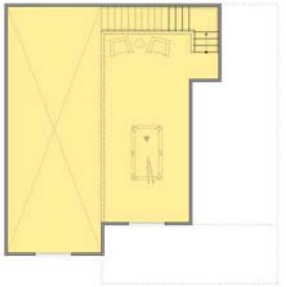
JOB NO. 710.031
DATE 11-20-19

18818 Teller Avenue
Suite 260
Irvine, California 92612

A.17



B6-3 : LOFT



B4-3 : LOFT



BUILDING B
THIRD FLOOR PLAN

22-0141
03/08/2022

8 16 24 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN

JOB NO. 710.031
DATE 11-20-19
18818 Teller Avenue
Suite 260
Irvine, California 92612

A.18





GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

BUILDING B ELEVATIONS

22-0141
03/08/2022

0 10 20 30 FEET

DAHLIN

JOB NO. 710.031
DATE 11-20-19

18818 Teller Avenue
Suite 260
Irvine, California 92612

A.19



RIGHT ELEVATION



FRONT ELEVATION



LEFT ELEVATION



REAR ELEVATION

BUILDING B ELEVATIONS

22-0141
03/08/2022

0 10 20 30 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.20



BUILDING C
FIRST FLOOR PLAN

22-0141
03/08/2022

8 16 24 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.21



BUILDING C
SECOND FLOOR PLAN

22-0141
03/08/2022

8 16 24 FEET

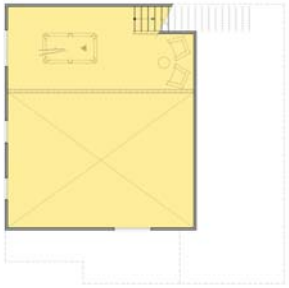
GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

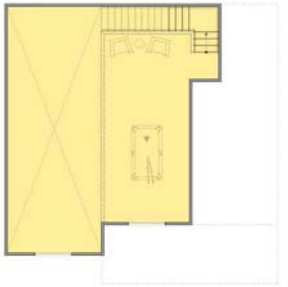
DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.22



B6-3 : LOFT



B4-3 : LOFT



BUILDING C
THIRD FLOOR PLAN

22-0141
03/08/2022

8 16 24 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN

JOB NO. 710.031
DATE 11-20-19

18818 Teller Avenue
Suite 260
Irvine, California 92612

A.23





BUILDING C ELEVATIONS

22-0141
03/08/2022

0 10 20 30 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN

JOB NO. 710.031
DATE 11-20-19

18818 Teller Avenue
Suite 260
Irvine, California 92612

A.24



RIGHT ELEVATION



FRONT ELEVATION



LEFT ELEVATION



REAR ELEVATION

BUILDING C
ELEVATIONS

22-0141
03/08/2022

0 10 20 30 FEET

GRAND CANYON APARTMENTS

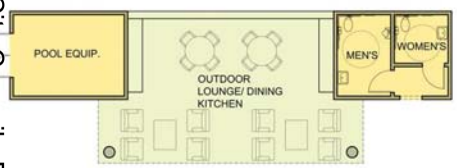
WARMINGTON APARTMENT COMMUNITIES

DAHLIN

JOB NO. 710.031
DATE 11-20-19

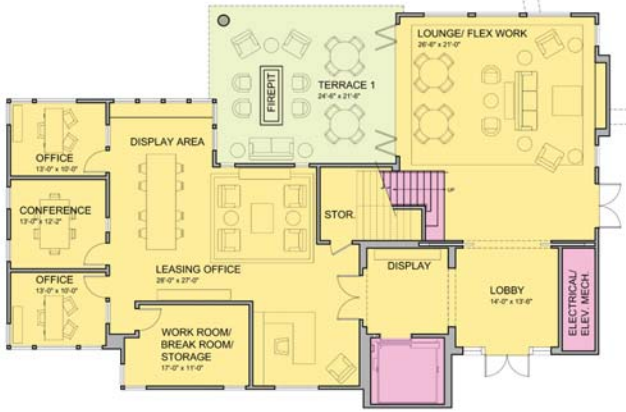
18818 Teller Avenue
Suite 260
Irvine, California 92612

A.25



POOL BUILDING





FIRST FLOOR

RECREATION BUILDING & POOL BUILDING PLANS

22-0141
03/08/2022

0 10 20 30 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.26



SECOND FLOOR

RECREATION BUILDING
SECOND FLOOR

22-0141
03/08/2022

0 10 20 30 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.27



RECREATION BUILDING ELEVATION

22-0141
03/08/2022

0 10 20 30 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.28



PROJECT RENDERING

22-0141
03/08/2022

0 10 20 30 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.29



PROJECT RENDERING

22-0141
03/08/2022

0 10 20 30 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.30



PROJECT RENDERING

22-0141
03/08/2022

0 10 20 30 FEET

GRAND CANYON APARTMENTS

WARMINGTON APARTMENT COMMUNITIES

DAHLIN
18818 Teller Avenue
Suite 260
Irvine, California 92612

JOB NO. 710.031
DATE 11-20-19

A.31

LANDSCAPE ARCHITECTURE:

SUNSTATE STUDIOS
LANDSCAPE ARCHITECTURE
& LAND PLANNING
3101 E.Craig Rd, N.Las Vegas, NV 89030
702-798-1776
www.sunstatestudios.com

PROJECT:

Grand Canyon Apartments

Grand Canyon Dr & Horse Dr
Las Vegas, Nevada 89166

DEVELOPER:

Warmington Group

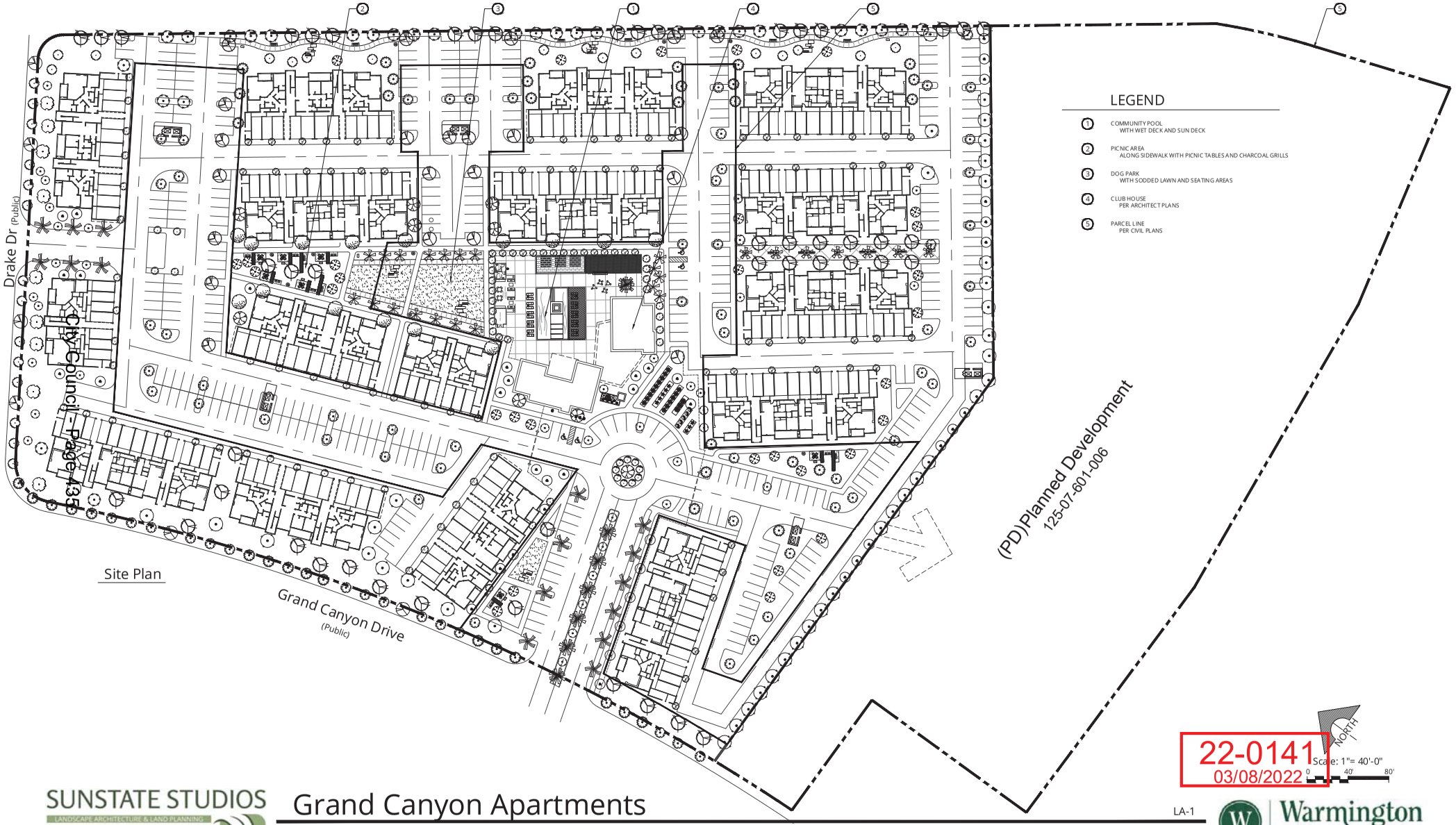
6725 Via Austi Pkwy. Suite 350
Las Vegas, NV 89119

SHEET INDEX:

SHEET NO:	DRAWING NO:	SHEET TITLE:
1	LA-0	Cover Sheet
2	LA-1	Overall Plan
3	LA-2	Entrance & Community Pool
4	LA-3	Picnic Area & Dog Park



22-0141
03/08/2022



Site Plan

22-0141
03/08/2022

SUNSTATE STUDIOS
LANDSCAPE ARCHITECTURE & LAND PLANNING
9 3101 E.CRAIG RD, N.LAS VEGAS, NV 89030
702-798-1776
@ WWW.SUNSTATESTUDIOS.COM

Grand Canyon Apartments

Grand Canyon Dr & Horse Dr, Las Vegas, Nevada 89124

LA-1

01-07-2020

Warmington RESIDENTIAL



COMMUNITY OPEN SPACE



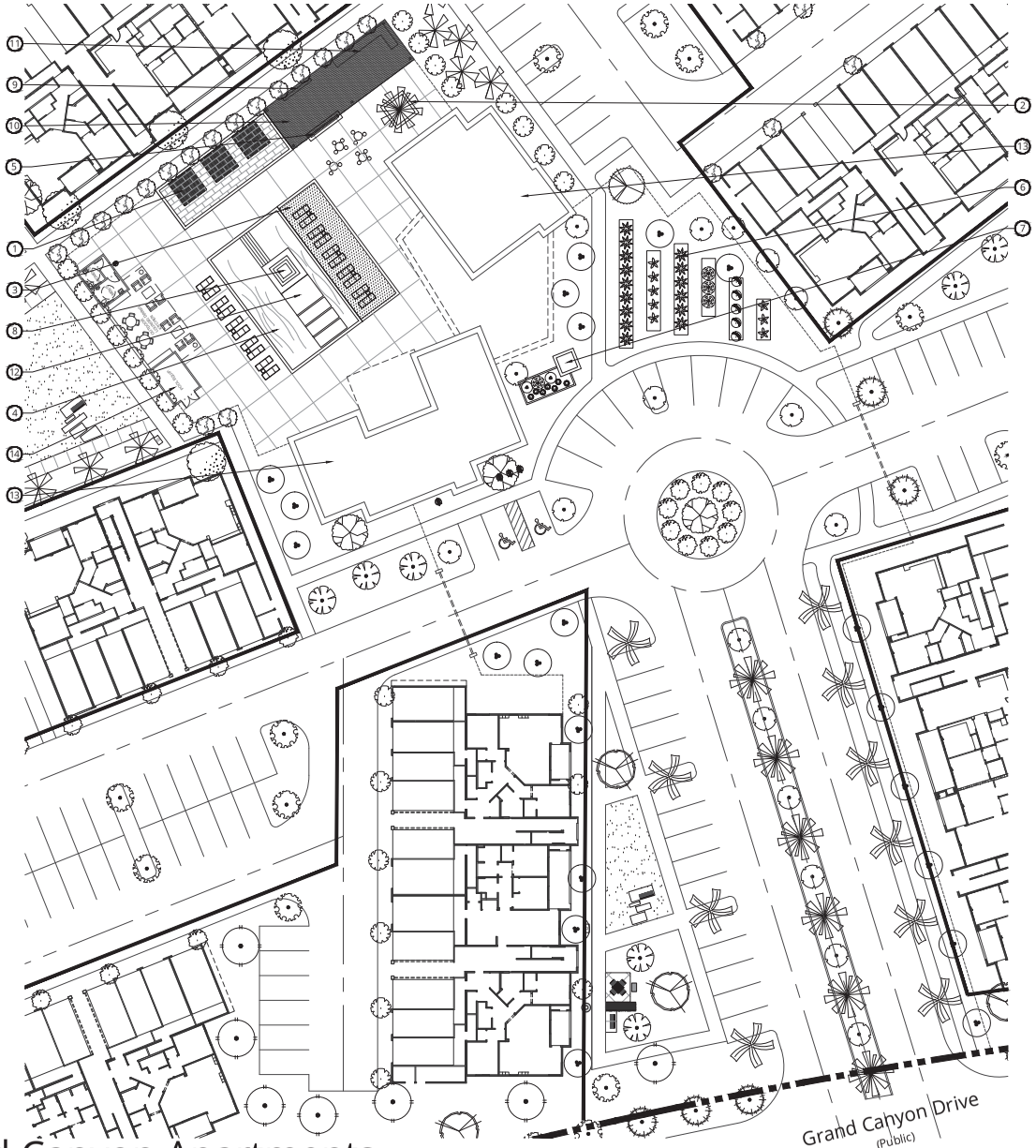
CONTEMPORARY POOL & DECK



THEME IMAGE



CORTEN STEEL PLANTERS



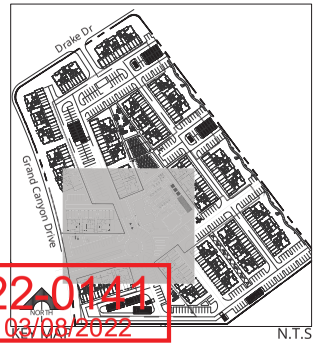
LEGEND

1. CABANA WITH PERFORATED STEEL ROOFING
2. PLANTERS WITH DATE PALMS
3. ARTIFICIAL LAWN WITH 12" CONCRETE BAND
4. COMMUNITY POOL PER ARCHITECT PLANS
5. FIRE PLACE WITH SEE-THROUGH WINDOW FINISH TO MATCH ARCHITECTURE
6. CORTEN STEEL PLANTERS
7. WATER FEATURE
8. JACUZZI PER POOL CONTRACTOR
9. MEDIA WALL WITH TV FINISH TO MATCH ARCHITECTURE
10. STEEL SHADE STRUCTURE WITH LIGHTING FINISH TO MATCH ARCHITECTURE
11. OUTDOOR KITCHEN FINISH TO MATCH ARCHITECTURE
12. POOL DECK PER POOL CONTRACTOR
13. CLUB HOUSE PER ARCHITECT PLANS
14. SHOWERS & POOL EQUIP. PER ARCHITECT PLANS

NORTH

Scale: 1"= 20'-0"

0 20' 40'



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22-0141
03/08/2022

SUNSTATE STUDIOS
LANDSCAPE ARCHITECTURE & LAND PLANNING
3101 E.CRAIG RD, N.LAS VEGAS, NV 89030
702-798-1776
WWW.SUNSTATESTUDIOS.COM

Grand Canyon Apartments

Grand Canyon Dr & Horse Dr, Las Vegas, Nevada 89124

LA-2

01-07-2020

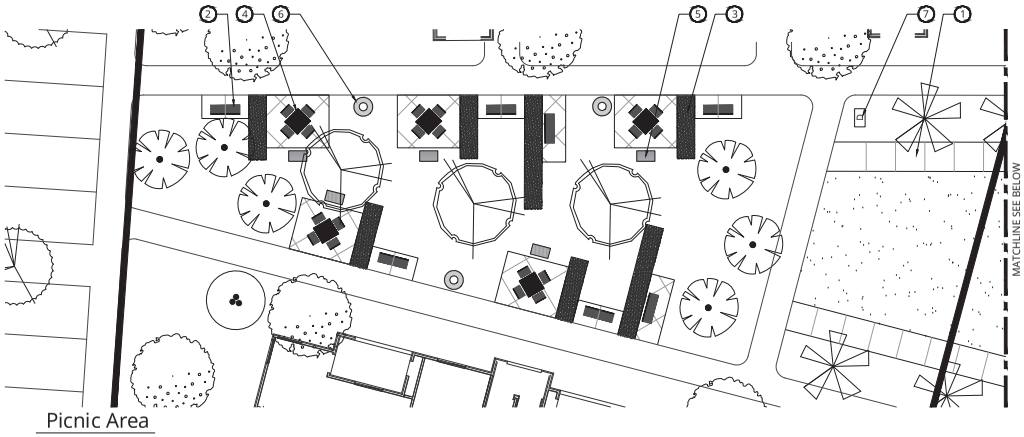
Warmington RESIDENTIAL

PLANTING LEGEND

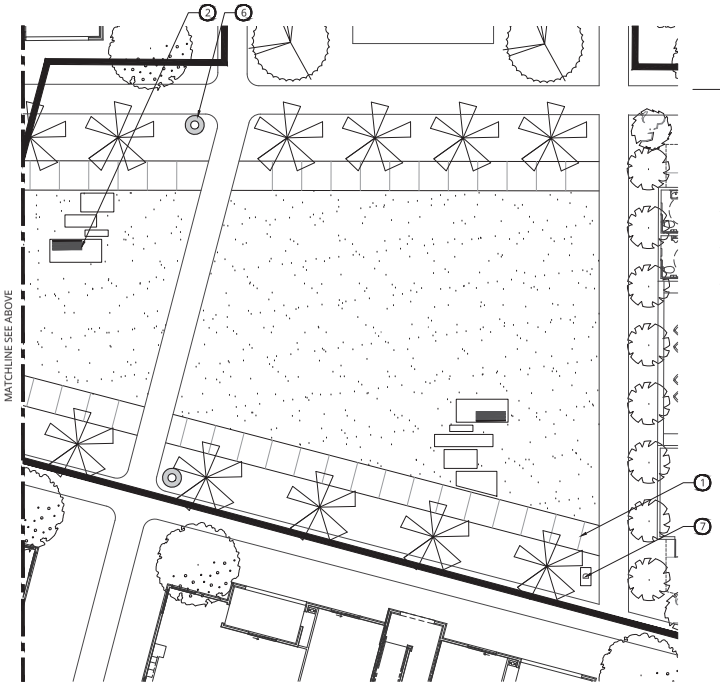
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
	PHOENIX DACTYLIFERA	DATE PALM	16' BTH
	PHOENIX CANARIENSIS	CANARY DATE PALM	9' BTH
	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	12' BTH
	QUERCUS VIRGINIANA	HOLLY OAK	48" BOX
	FRAXINUS VELUTINA 'MODESTO'	MODESTO ASH	24" BOX
	ULMUS PARVIFOIA	CHINESE ELM	24" BOX
	SCHINUS MOLLE	CALIFORNIA PEPPER	24" BOX
	PROSOPIS CHILENSIS	CHILEAN MESQUITE	24" BOX
	RHUS LANCEA	AFRICAN SUMAC MULTI	24"/36" BOX
	CHILOPSIS LINEARIS	DESERT WILLOW	24" BOX
	CERCIDIUM X 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	24" BOX
	VITEX AGNUS-CASTUS	CHASTE TREE	24" BOX
	BRACHYCHITON POPULNEUS	BOTTLE TREE	24" BOX
	FRAXINUS VELUTINA "FAN TEX"	FAN TEX ASH	24" BOX
	PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX
	PRUNUS CERASIFERA	PURPLELEAF PLUM	24" BOX
	ACACIA STENOPHYLLA	SHOESTRING ACACIA	24" BOX
	LIGUSTRUM JAPONICUM	TEXAS PRIVET	15 GAL
	LAURUS NOBILIS	BAY LAUREL	15 GAL
	SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREL-MULTI	15 GAL
	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	15 GAL
	PITTOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED PITTOSPORUM	5 GAL
	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE	5 GAL
	LEUCOPHYLLUM FRUTESCENS	TEXAS SAGE	5 GAL
	MYRTUS BOETICA	TWISTED MYRTLE	5 GAL
	NERIUM OLEANDER PETITE 'PINK'	PINK OLEANDER DWARF	5 GAL
	SENNA NEMOPHILA	DESERT CASSIA	5 GAL
	LEUCOPHYLLUM ZYGOPHYLLUM	CUP LEAF TEXAS SAGE	5 GAL
	CALLISTEMON CITRINUS 'LITTLE JOHN'	LITTLE JOHN BOTTLEBRUSH	5 GAL
	NOLINA MICROCARPA	BEAR GRASS	5 GAL
	MUHLENBERGIA CAPILLARIS	PINK MUHLY	5 GAL
	NASSELLA TENUISSIMA	MEXICAN FEATHERGRASS	5 GAL
	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	5 GAL
	HESPERALOE FUNIFERA	GIANT HESPERALOE	5 GAL
	ALOE BLUE ELF	BLUE ELF ALOE	5 GAL
	YUCCA PENDULA	YUCCA PENDULA	5 GAL
	AGAVE ANGUSTIFOLIA MARGINATA	CARIBBEAN AGAVE	5 GAL
	AGAVE PARRYII	PARRY'S AGAVE	5 GAL
	AGAVE AMERICANA	CENTURY PLANT	5 GAL
	PACHYCEREUS MARGINATUS	MEXICAN FENCE POST	5 GAL
	OPUNTIA FICUS-INDICA	INDIAN FIG PRICKLY PEAR	5 GAL
	YUCCA ROSTRATA	YUCCA ROSTRATA	15 GAL
	ECHINOCACTUS GRUSONII	GOLDEN BARREL CACTUS	5 GAL
	CHYSACTIANA MEXICANA	DAMIANITA DAISY	5 GAL
	EUPHORBIA RIGIDA	GOPHER PLANT	5 GAL
	LARREA TRIDENTATA	CREOSOTE BUSH	5 GAL
	ENCELIA FARINOSA	BRITTLE BUSH	5 GAL
	BAILEYA MULTIRADIATA	DESERT MARIGOLD	5 GAL
	PYRACANTHA HYBRIDS	PYRACANTHA	5 GAL
	ROSMAINUS OFFICINALIS	CREEPING ROSEMARY	5 GAL
	MYOPORUM PARVIFOLIUM	MYOPORUM	5 GAL

SITE AMENITIES

- DOG WASTE STATION
- PARK BENCH
- PICNIC TABLE
- TRASH RECEPTACLE
- BBQ GRILL
- OPEN SPACE LIGHTING TO MEET IES STANDARDS



Picnic Area



Dog Park

LEGEND

1. 5' SIDEWALK CONCRETE MEDIUM BROOM FINISH
2. PARK BENCH ON CONCRETE BASE
3. CONCRETE SEAT WALL CONCRETE EXPOSED AGGREGATE
4. PICNIC TABLE ON CONCRETE BASE
5. CHARCOAL GRILL IN-GROUND MOUNT
6. TRASH RECEPTACLE IN-GROUND MOUNT
7. PETWASTE STATION IN-GROUND MOUNT



DOG PARK

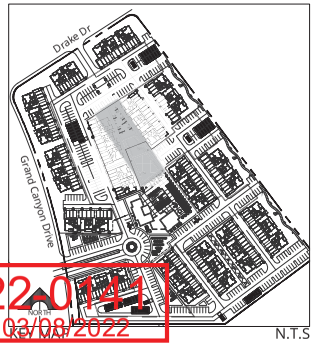


PLANTING PALETTE



Scale: 1"= 10'-0"

0 10' 20'



Key Map N.T.S

22-0141
03/08/2022

City Council - Page 437

SUNSTATE STUDIOS
LANDSCAPE ARCHITECTURE & LAND PLANNING
9101 E.CRAIG RD, N.LAS VEGAS, NV 89030
702-798-1776
WWW.SUNSTATESTUDIOS.COM

Grand Canyon Apartments

Grand Canyon Dr & Horse Dr, Las Vegas, Nevada 89124

LA-3

01-07-2020

Warmington RESIDENTIAL



22-0141-EOT1 AND 22-0141-EOT2 - APPLICANT: WARMINGTON APARTMENT COMMUNITIES - OWNER: WARMINGTON C V ASSOCIATES LP APNS 125-07-601-008 AND 013 - EAST OF GRAND CANYON DRIVE, APPROXIMATELY 400 FEET NORTH OF WEST SKYE CANYON PARK DRIVE

03/30/22



22-0141-EOT1 AND 22-0141-EOT2 - APPLICANT: WARMINGTON APARTMENT COMMUNITIES - OWNER: WARMINGTON C V ASSOCIATES LP APNS 125-07-601-008 AND 013 - EAST OF GRAND CANYON DRIVE, APPROXIMATELY 400 FEET NORTH OF WEST SKYE CANYON PARK DRIVE

03/30/22

PROVIDING QUALITY PROFESSIONAL
SERVICE SINCE 1960

March 7, 2022

City of Las Vegas
Planning Department
495 South Main Street
Las Vegas, Nevada 89101

Attention: Planning Department

Subject: Request for an Extension of Time
1. GPA-77359
2. ZON-77360
3. VAR-77361
4. SDR-77362

RE: APN's 125-07-601-008 and 013

Planning Deaprtment:

On behalf of our client Warmington Apartment Communities, VTN Nevada is submitting this requesting for the approval of an Extension of Time for the above referenced applications.
This request is due to the detailed reviews during the Plan Check process this project have experienced.
The applicant has diligently navigated the process but have not received final approval for the Improvement Plans as of this filing.

This request Extension of Time would greatly assist in completing the process. The applicant is requesting an Extension of Time for a period of one (1) year.

Please contact me if you require any additional information in this regard. Thank you for your time and

We thank you in advance for your time and consideration. If you have any questions or comment, please do not hesitate to contact me at (702)873-7550.

Sincerely,

Jeffrey R.Armstrong

Jeffrey Armstrong
Planning Manager

cc: Greg Oberling, Warmington Apartment Communities
Dave Edwards, VTN-Nevada

22-0141
03/08/2022

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 22-0141-EOT1 AND 22-0141-EOT2

SUBJECT: APPLICANT: WARMINGTON APARTMENT COMMUNITIES - OWNER: WARMINGTON C V ASSOCIATES LP

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***May 4, 2022 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 ***Nora Lares and Emily Wetzstein*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov*** and ***ewetzstein@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 ***TUESDAY, MAY 3, 2022.***

Signature — 5/2/2022 Date

Greg Oberling
Please Print Name

Warmington Apartment Com.
Company Name

Submitted after Final Agenda

AGENDA ITEM 34
RECEIVED 5.2.22
5.18.22 CC MEETING

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
34a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0141-EOT1 - EXTENSION OF TIME - VARIANCE - First Extension of Time of a previously approved Variance (VAR-77361) TO ALLOW A ZERO-FOOT FRONT YARD SETBACK WHERE 10 FEET IS REQUIRED, ZERO-FOOT SIDE YARD AND CORNER SIDE YARD SETBACKS WHERE FIVE FEET IS REQUIRED AND A ZERO-FOOT REAR YARD SETBACK WHERE 20 FEET IS REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
34b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0141-EOT2 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - First Extension of Time of a previously approved Site Development Plan Review (SDR-77362) FOR A PROPOSED THREE-STORY, 282-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARDS

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

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
35

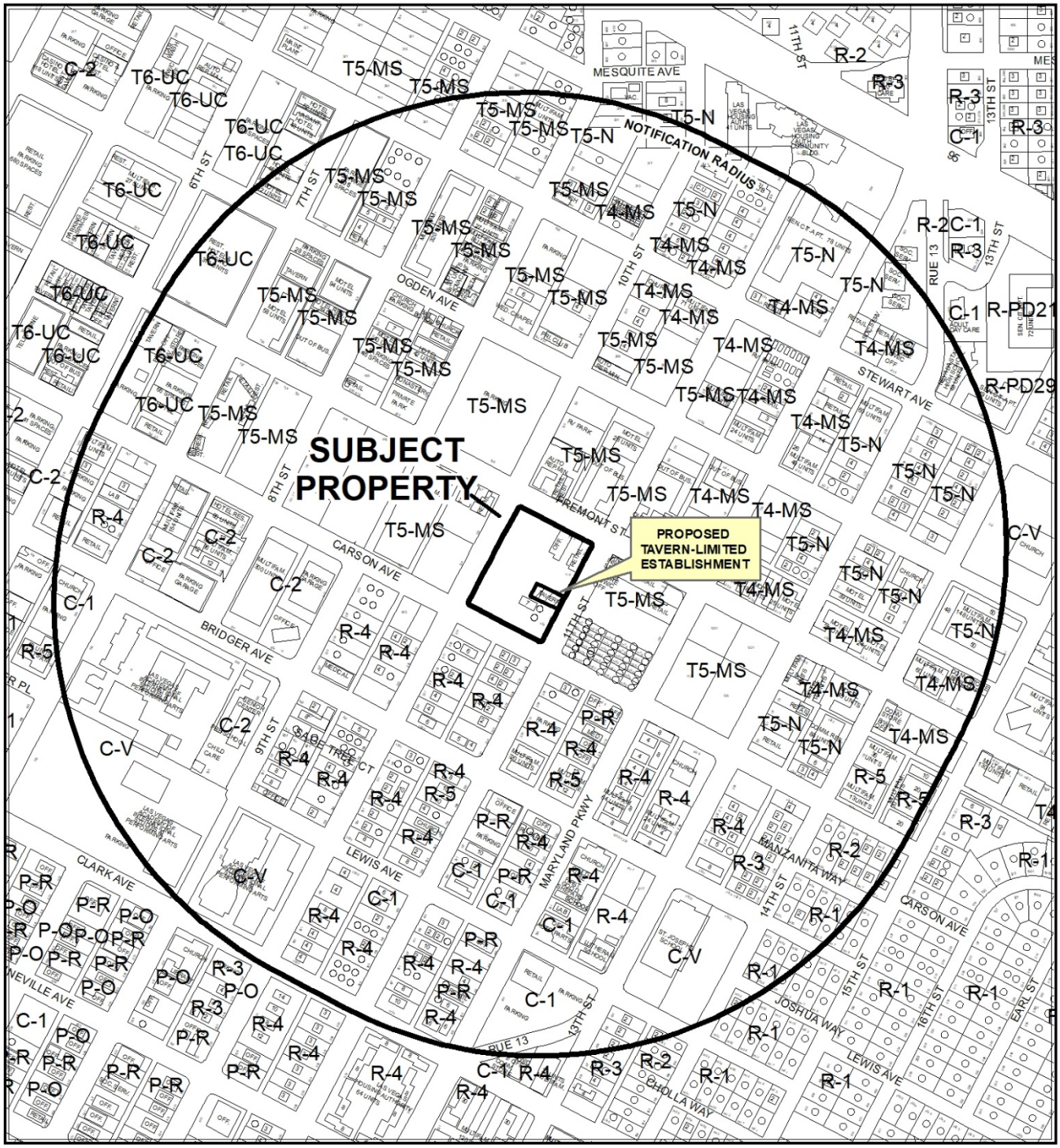
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
22-0154-EOT1 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT: DTP MGMT, LLC - OWNER: 11TH STREET TAVERN, LLC - For possible action on a Land Use Entitlement project request for a first Extension of Time FOR A NONCONFORMING LIQUOR ESTABLISHMENT (TAVERN) USE at 124 South 11th Street (APN 139-34-715-001), T5-MS (T5 Main Street) Zone, Ward 3 (Diaz). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	81

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Special Map
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Submitted after Final Agenda - Support Postcards



0 412.5 825 Feet

CASE: 22-0154-EOT1

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: T5-MS (T5 Main Street)

N



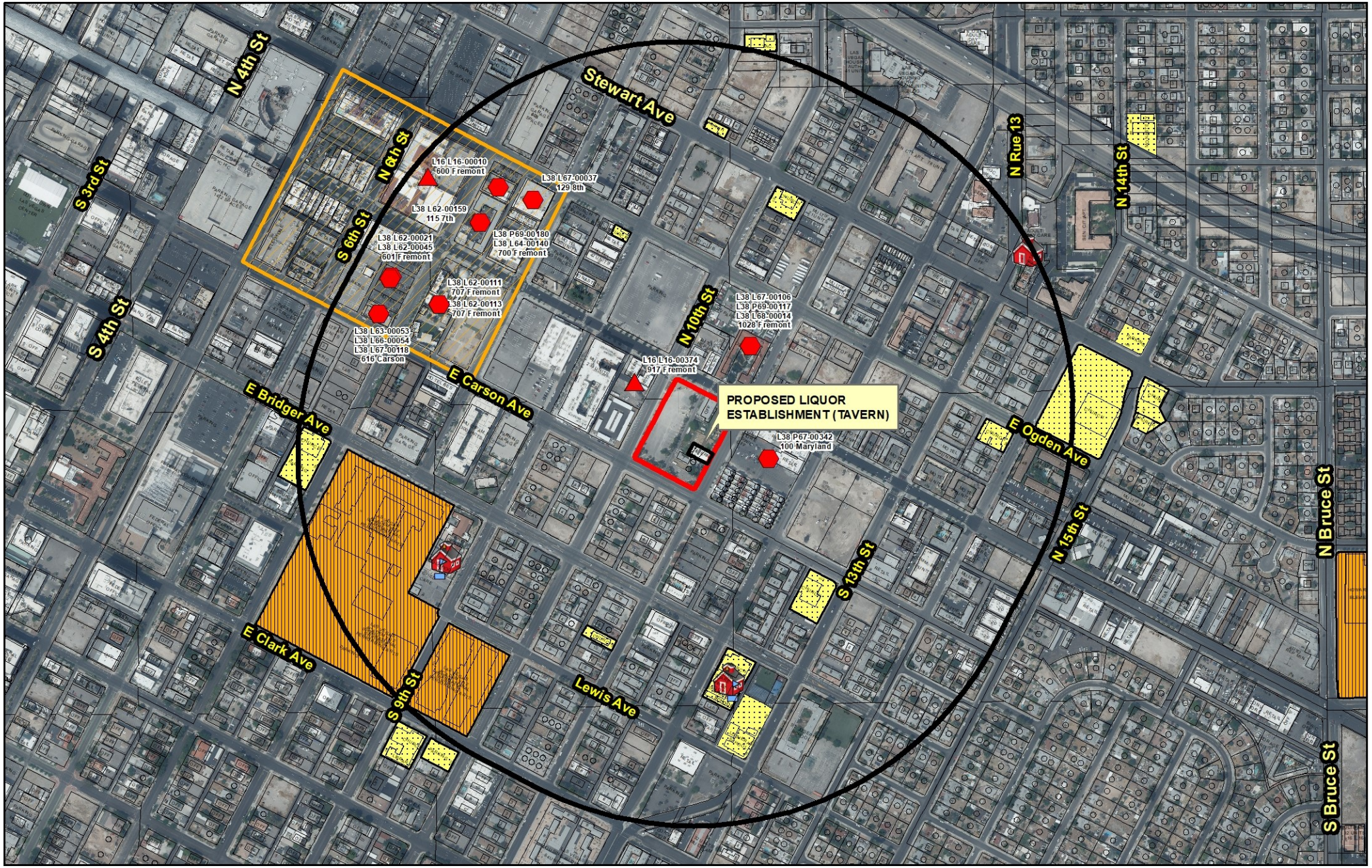
0 412.5 825 Feet

CASE: 22-0154-EOT1

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: T5-MS (T5 Main Street)

N



22-0154-EOT1

Liquor Establishment (Tavern)

Business Licenses

- Tavern
- Tavern - Limited
- Urban Lounge
- Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

Subject Property

1500 foot buffer

N

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

Date: Monday, April 18, 2022

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: APPLICANT: DTP MGMT, LLC – OWNER: 11TH STREET TAVERN, LLC -

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
22-0154-EOT1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 34

NOTICES MAILED 526

PROTESTS 0

APPROVALS 0

IR

**** CONDITIONS ****

22-0154-EOT1 CONDITIONS

Planning

1. This request for an Extension of Time for a nonconforming Liquor Establishment (Tavern) use shall expire on May 10th, 2023 unless another Extension of Time is approved by the City Council.

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a first Extension of Time for a nonconforming Liquor Establishment (Tavern) use located at 124 South 11th Street.

ISSUES

- This is the first application for an Extension of Time after the expiration of a grace period for businesses in nonconforming status, per resolution R-22-2020, due to the COVID-19 emergency. Staff recommend approval of the Extension of Time.
- Per 19.14.030(A)(5); "If a business license if required for the operation of a nonconforming use described in Paragraph (3) above, the use may be deemed abandoned if the required license (whether issued on a temporary or permanent basis) has not been maintained in active status."
- The business license (P63-00397) for Bunkhouse Tavern at 124 South 11th Street was placed into nonoperational status on June 11th, 2020.

ANALYSIS

In 2010, the City Council adopted Bill #2010-40, Ordinance #6114 that allowed a property owner an Extension of Time for a nonconforming use when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. Resolution R-22-2020, passed on May 20th, 2020, provided for a limited grace period for businesses that may apply for an Extension of Time per the terms in 19.14, until such time as the "State of Emergency" is lifted by the City Council. The City Council passed subsequent resolution R-3-2022 on February 2, 2022, which ended COVID-19 emergency relief provisions. The Applicants were required to apply for an Extension of Time by March 7th, 2022. The Applicants applied for an Extension of Time on March 4th, 2022.

Bunkhouse Saloon is considered a nonconforming use due to not meeting the distance requirements of 1,500 feet to a school and other Liquor Establishments (Tavern). The existing nonconforming Liquor Establishment (Tavern) is approximately 740 feet from a school and 80 feet from another Tavern. However, this Liquor Establishment (Tavern) is considered to be legally nonconforming because the use at that location pre-dates the code requirement for a Special Use Permit.

According to the justification letter, the applicant is requesting an Extension of Time due to economic hardship. The hardships resulted from both the ongoing COVID-19 pandemic

and the court proceedings of the Estate of Anthony Hsieh, which resulted primarily from the passing of Anthony Hsieh. The Estate intends to make the Bunkhouse Saloon operational by the end of 2022 or in the first quarter of 2023, pending a review of the projected viability of the business moving forward.

FINDINGS (22-0154-EOT1)

This is the Applicant's first request for an Extension of Time for an existing nonconforming Liquor Establishment (Tavern). The purpose of the application is to preserve the legally nonconforming status of the Bunkhouse Saloon, which was in business since October, 2015, then ceased operations in 2020 due to the COVID-19 pandemic.

This nonconforming Liquor Establishment (Tavern) is located on 11th Street and Fremont Street. The area contains older building stock consisting of mixed use retail, services, and multi-family residential. There is a high density residential zoning district to the south of the Bunkhouse Saloon containing multiplexes ranging from two to six units. The request does not jeopardize the public health, safety, or welfare and meets the intent of Ordinance 6114; staff recommends approval of this request with a limitation of a one-year extension.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/29/10	The Planning Commission recommended adoption of a Text Amendment (TXT-38702) to amend Title 19.16 and Title 19.18 to revise procedures for the expirations of nonconforming uses. Staff recommended approval.
10/06/10	The City Council adopted Bill 2010-40 as Ordinance 6114 to amend Title 19.16 and Title 19.18 to revise procedures for the expirations of nonconforming uses.
10/01/14	The Department of Planning - Code Enforcement Division processed a case (#CE-145819) regarding loud music at 124 South 11th Street. The complaint was resolved on 10/01/14.
10/02/14	The Department of Planning - Code Enforcement Division processed a case (#CE-146400) regarding loud music at 124 South 11th Street. The complaint was resolved on 10/30/14.
03/14/17	The Department of Planning - Code Enforcement Division processed a case (#CE-175968) regarding graffiti at 124 South 11th Street. The complaint was resolved on 03/29/17.
03/08/2017	The Department of Planning - Code Enforcement Division processed a case (#CE-175643) regarding illegal dumping in vacant lot at NW corner of property at 124 South 11th Street. The complaint was resolved on 03/09/17.
04/10/17	The Department of Planning - Code Enforcement Division processed a case (#CE-145819) regarding trash in vacant lot at NW corner of property at 124 South 11th Street. The complaint was resolved on 05/02/17.
09/12/17	The Department of Planning approved Conditional Use Verification (71635-CUV) for a Farmer's Market at 124 South 11th Street.
12/07/17	The Department of Planning approved a Conditional Use Verification (72255-CUV) for Automobile Rental at 1001 Fremont Street.
01/02/19	The Department of Planning approved a Minor Site Development Review (SDR-74840) for a temporary parking lot at 1001 Fremont Street.
10/162019	The City Council approved General Plan Amendment (GPA-75814) to amend portions of the Southeast Sector Land Use Map of the General Plan from: C (Commercial) and MXU (Mixed Use) to: FBC (Form-Based Code) on approximately 226 acres in the Fremont East District generally located south of Interstate 515, west of Eastern Avenue, north of Carson Avenue, and east of Las Vegas Boulevard
02/19/20	The City Council approved a Special Use Permit (SUP-77896) for an Open Air Vending/Transient Sales Lot at 1031 Fremont Street.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/19/20	The City Council approved a Site Development Plan Review (SDR-77897) for a 9,000 Square Foot Plaza at 1031 Fremont Street.
03/05/20	The Department of Planning - Code Enforcement Division processed a case (#CE20-01158) regarding graffiti at 124 South 11th Street. The complaint was resolved on 04/06/2020.
08/24/21	The Department of Planning - Code Enforcement Division processed a case (#CE21-03593) regarding unruly vegetation at the NE corner of Carson and 10th St. The complaint was resolved on 09/13/21.
12/08/21	The Department of Planning - Code Enforcement Division processed a case (#CE21-05647) regarding unruly vegetation at 124 South 11th Street. The complaint was resolved on 01/10/22.
01/27/2022	The Department of Planning - Code Enforcement Division processed a case (#CE22-00613) regarding litter at 124 South 11th Street. The complaint has not been resolved.

Most Recent Change of Ownership	
03/05/2015	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1954	The buildings on the property were constructed.
04/30/14	A Master Permit Package was issued (PRC-50814) for a tenant improvement.
10/27/15	A business license (P63-00397) was issued for a Tavern at 124 S 11th Street. The license was placed into non-operational status on 06/11/20.
10/27/15	A liquor license (L64-00025) was issued for a Tavern at 124 S 11th Street. The license was last renewed on 10/01/21. The renewal date is 04/01/22.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/30/22	During a routine site visit staff observed that the buildings were free of graffiti and were not in a noticeable state of disrepair or decay. There was one homeless person observed near or on the property, with associated belongings.

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Liquor Establishment (Tavern) Retail	FBC (Form-Based Code)	T5-MS (Transect 5 – Main Street)
North	Retail Hotel, Motel, or Hotel Suites	FBC (Form-Based Code)	T5-MS (Transect 5 – Main Street)
South	Multi-Family Residential Two-Family Dwelling	MXU (Mixed Use)	R-4 (High Density Residential)
East	Financial Institution-Specified/General Retail Store	FBC (Form-Based Code)	T5-MS (Transect 5 – Main Street)
West	Retail	FBC (Form-Based Code)	T5-MS (Transect 5 – Main Street)

Master and Neighborhood Plan Areas	***Compliance***
2050 Master Plan	Y
Special Area and Overlay Districts	***Compliance***
DTLV-O (Downtown Las Vegas Overlay) District	Y
Live Work Overlay	Y
Other Plans or Special Requirements	***Compliance***
Las Vegas Redevelopment Plan Area – Area 1	Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Extension of Time-Preservation of Rights-Bunkhouse Saloon

Project Address (Location) 124 S. 11th Street, Las Vegas, NV 89101

Project Name Bunkhouse Saloon **Proposed Use** Tavern Bar

Assessor's Parcel #(s) 13934715001 **Ward #** 3

General Plan: Existing FBC Proposed same **Zoning:** Existing T5-MS Proposed same

Additional Information

Property Owner 11th Street Tavern, LLC **Contact** Dara J. Goldsmith
Address 2055 Village Center Circle City Las Vegas State NV Zip 89134
E-mail dgoldsmith@goldguylaw.com Phone 702-873-9500

Applicant DTP MGMT, LLC **Contact** Dara J. Goldsmith
Address 2055 Village Center Circle City Las Vegas State NV Zip 89134
E-mail dgoldsmith@goldguylaw.com Phone 702-873-9500

Representative Goldsmith & Guymon **Contact** Dara J. Goldsmith
Address 2055 Village Center Circle City Las Vegas State NV Zip 89314
E-mail dgoldsmith@goldguylaw.com Phone 702-873-9500

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 Andrew Hsieh,Co-Administrator of the Estate of Anthony Hsieh

22-0154
03/10/2022

Subscribed and sworn before me

This 9 day of MARCH, 20 22

Notary Public in and for said County and State

STUART F. BERMAN
Notary Public, State of Nevada
No. 08-7937-1
My Appl. Exp. Sept. 9, 2024

STATE OF NEVADA COUNTY OF CLARK

THE BUNKHOUSE

124 S. 11th Street, Las Vegas, NV 89101

22-0154
03/10/2022

CRAIG SEAN PALACIOS ARCHITECT.
studio

Issues and Revisions

	PERMIT	8/21/2013

Consultant:

Project: THE BUNKHOUSE

124 S. 11th Street, Las Vegas, NV 89101

Drawing: COVER SHEET

CSPA

CRAIG SEAN PALACIOS Architect
702.249.9751

These Documents, as Instruments of Service, are and shall remain the Property of the Design Professional. Do Not Scale These Drawings.

Seal

CRAIG SEAN PALACIOS
REGISTERED
NO. 6624
ARCHITECT
STATE OF NEVADA

21 AUGUST 2013

Project No.: 13-0701

Sheet No.: CV

CODE ANALYSIS - MAIN BUILDING

(NOTE ALL LOCATIONS REFERENCE PLAN NORTH)

1.	CODE	UAC (1997), ISC (2009), UPC (2009), UMC (2009), NEC (2008), IECC (2009), IFC (2009), ANSI 117.1 (2003), AND CITY OF LAS VEGAS AMENDMENTS
2.	OCCUPANCY CLASSIFICATION IBC CHAPTER 303	A-2
3.	TYPE OF CONSTRUCTION IBC CHAPTER 6	TYPE IIIB
4.	FIRE SPRINKLERS REQUIRED IBC 903, 903.3 FIRE SPRINKLERS PROVIDED	YES YES
5.	FIRE ALARM REQUIRED IBC 907 FIRE ALARM PROVIDED	NO NO
6.	ALLOWABLE HEIGHT IBC 503, 504 AND TABLE 503 ACTUAL HEIGHT	75 (PER SPRINKLER INCREASE, IBC 504.2) 16'-0" FEET
7.	ALLOWABLE STORIES IBC 503, 504, AND TABLE 503 ACTUAL STORIES	3 (PER SPRINKLER INCREASE, IBC 504.2) 1
8.	ALLOWABLE AREA IBC 503 THRU 507 AND TABLE 503 ACTUAL AREA	9,500 SF PER FLOOR X 400% = 38,000 ALLOWABLE AREA (PER SPRINKLER INCREASE FOR 1 STORY, IBC 506.3) 2,946 SF
9.	OCCUPANT LOAD IBC 1004, 1004.9 AND TABLE 1004.1.1	137 OCCUPANTS - REFER TO EGRESS PLANS
10.	NUMBER OF EXITS REQUIRED IBC 1015.1, 1021 AND TABLES 1015.1, 1021.1, 1021.2 NUMBER OF EXITS PROVIDED	2 2 - REFER TO EGRESS PLANS
11.	FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS IBC 602.1, 702.1 CHAPTER 7 AND TABLE 601	2 HOURS @ EXTERIOR BEARING WALLS
12.	REQUIRED FIRE RESISTANCE FOR EXTERIOR WALLS DUE TO LOCATION ON PROPERTY IBC 705, 712.4 AND TABLE 602	NORTH WALL = NO RATING REQUIRED (ASSUMED SEPARATION DISTANCE TO ANNEX BUILDING 15'-1", REF AS1.01) EAST WALL = NO RATING REQUIRED SOUTH WALL = ONE HOUR WEST WALL = NO RATING REQUIRED
13.	PROTECTION OF OPENINGS DUE TO LOCATION ON PROPERTY AND MAXIMUM AREA OF EXTERIOR WALL OPENINGS IBC 705.8 AND TABLE 705.8 OPENING CALCULATION:	NORTH WALL = 45% (ASSUMED SEPARATION DISTANCE TO ANNEX BUILDING 15'-1", REF AS1.01) EAST WALL = NO RATING REQUIRED / NO LIMIT SOUTH WALL = NOT PERMITTED WEST WALL = NO RATING REQUIRED / NO LIMIT NORTH WALL: 21 SF ACTUAL OPENING < 710 SF X 45% = 319 SF ALLOWABLE
	SPACES REQUIRING FIRE-RESISTANCE RATED SEPARATION IBC 420, 508.2.5, 706, 707, 708, 709, 712, 1009.6.3, 1018.1, 1022, 1023, 3006, AND TABLES 508.2.5, 1018.1	NO RATING REQUIRED
	NON-SEPARATED OR SEPARATED USE CALCULATIONS IBC 508.3 OR 508.4 AND TABLE 508.4	NOT APPLICABLE
14.	ROOF COVERING MATERIAL CLASS REQUIRED IBC TABLE 1505.1 ROOF COVERING MATERIAL CLASS PROVIDED	CLASS C EXISTING TO REMAIN GENERAL CONTRACTOR TO VERIFY MINIMUM CLASS C RATED ROOF ASSEMBLY, PATCH AND REPAIR AS REQD.
15.	REQUIRED PLUMBING FIXTURES IBC TABLE 2902 AND TABLE 2902.1 IBC TABLE 2902.1 AND IPC 410.1	OCCUPANT LOAD = 137 OCC = 68 MALE AND 69 FEMALE ASSEMBLY OCCUPANCY (A-2) - RESTAURANT = 1 PER 75 WATER CLOSETS REQUIRED: MALE = 1, FEMALE = 1 WATER CLOSETS PROVIDED: MALE = 1, FEMALE = 1 LAVATORIES REQUIRED: MALE = 1, FEMALE = 1 LAVATORIES PROVIDED: MALE = 1, FEMALE = 1 DRINKING FOUNTAINS REQUIRED: 0 DRINKING FOUNTAINS PROVIDED: 0
16.	SPECIAL INSPECTIONS REQUIRED IBC CHAPTER 17	NONE
17.	IECC COMPLIANCE REPORTS	REFER TO ELECTRICAL AND MECHANICAL AS REQUIRED

IECC - ENVELOPE

NO CHANGES TO EXTERIOR WALLS OF CONDITIONED SPACE

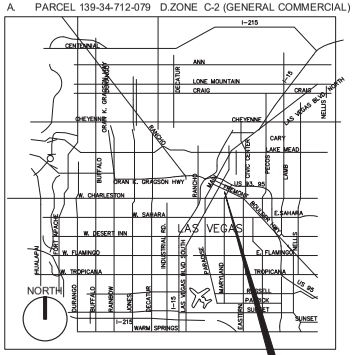
REF TO MECHANICAL AND ELECTRICAL AS REQD

DEFERRED ITEMS

- SPRINKLER SYSTEM

VICINITY MAP

A. PARCEL 139-34-712-079 D.ZONE C-2 (GENERAL COMMERCIAL)



PROJECT VICINITY

SHEET INDEX

SHEET NUMBER	SHEET TITLE	PERMIT SET DATE: 08.21.13
GENERAL		
CV	COVER SHEET	●
INFO 1	INFORMATION SHEET	●
INFO 2	INFORMATION SHEET	●
ANSI 1	ANSI INFORMATION SHEET	●
ANSI 2	ANSI INFORMATION SHEET	●
ANSI 3	ANSI INFORMATION SHEET	●
AE1.01	LIFE SAFETY PLAN	●
ARCHITECTURAL		
AS0.01	OVERALL DEMOLITION SITE PLAN	●
AS1.01	OVERALL SITE PLAN	●
A0.01	DEMOLITION FLOOR PLAN	●
A1.01	FLOOR PLAN	●
A1.20	PARTIAL FLOOR PLAN + INTERIOR ELEVATIONS	●
A2.01	ROOM FINISH SCHEDULE + DOOR SCHEDULE + DOOR TYPES	●
A3.01	REFLECTED CEILING PLAN	●
A5.01	INTERIOR ELEVATIONS	●
A6.01	EXTERIOR ELEVATIONS	●
STRUCTURAL		
S0.1	GENERAL STRUCTURAL NOTES	●
S0.2	GENERAL STRUCTURAL NOTES	●
S1.1	FOUNDATION PLAN	●
S2.1	ROOF FRAMING PLAN	●
S3.1	FOUNDATION DETAILS	●
S4.1	FRAMING DETAILS	●
MECHANICAL		
M-1	MECHANICAL	● ●
PLUMBING		
P-1	PLUMBING	● ●
ELECTRICAL		
E-1	ELECTRICAL	●
E-2	ELECTRICAL	●

22-0154
03/10/2022

Issues and Revisions

	PERMIT	8/21/2013

Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101

Drawing: INFO SHEET

CSPA
CRAIG SEAN PALACIOS Architect
702.241.9751

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Seal
CRAIG SEAN PALACIOS REGISTERED NO. 6624 ARCHITECT STATE OF NEVADA
21 AUGUST 2013

Project No.: 13-0701

Sheet No.: INFO 1

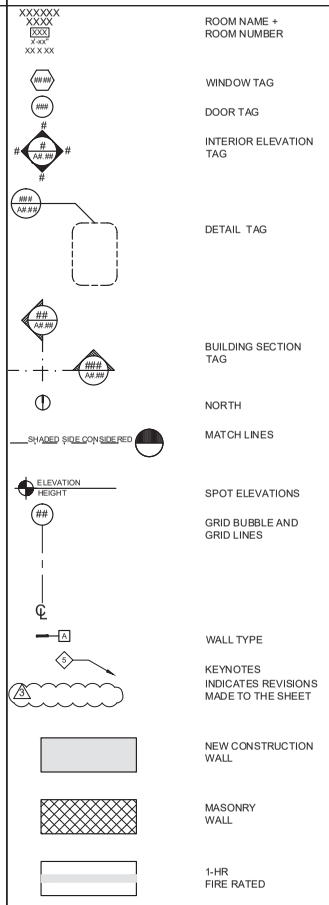
ARCHITECT'S ABBREVIATIONS

@	At	FTG	Footing	PREFAB	Prefabricated
°	Degree	FURN	Furniture/Furnishing	PTD	Painted
ø	Diameter	GA	Gauge	PTN	Partition
℄	Match Line	GALV	Galvanized	QT	Quarry Tile
+/-	Plus or Minus	GB,	Grab Bar	QTY	Quantity
℄	Property Line	GC	General Contractor	R	Radius or Riser
AB	Anchor Bolt	GFRC	Glass Fiber Reinforced Concrete	RA	Return Air
ABV	Above			RCP	Reflected Ceiling Plan
A/C	Air Conditioner	GFRG	Glass Fiber Reinforced Gypsum	RD	Roof Drain
ADJ	Adjustable			REBAR	Reinforcing Steel Bars
AFF	Above Finished Floor	GFRP	Glass Fiber Reinforced Plaster	REC	Recessed
AHU	Air Handling Unit			RECT	Rectangle
ALUM	Aluminum	GL	Glass	REF	Reference or Refrigerator
ALT	Alternate	GLZ	Glazing		Thermal Resistance
ANOD	Anodized	GR FL	Ground Floor	REINF	Reinforced/Reinforcing
AP	Access Panel	GR LN	Grade Line	REQ	Request
APPROX	Approximate	GSB	Gypsum Sheathing	REQD	Required
ARCH	Architect(ural)		Board	RR	Restroom
AUTO	Automatic	GYP	Gypsum	RM	Room
AUX	Auxiliary	GYP BD	Gypsum Board	RND	Round
AV	Audio/Visual	GYP PLAS	Gypsum Plaster	RO	Rough Opening
AVE	Avenue	HB	Hose Bibb	ROW	Right of Way
AVG	Average	HC	Hollow Core	SC	Solid Core
BD	Board	HC	Handicapped	SCHED	Schedule
BFF	Below Finish Floor	HDWD	Hardwood	SD	Smoke Detector, Storm
BKG	Backing	HDWR	Hardware		Drain or Supply Duct
BLDG	Building	HM	Hollow Metal	SECT	Section
BLKG	Blocking	HORZ	Horizontal	SF	Square Feet
BOT	Bottom	HT	Height	SHV	Shelving
BOH	Back Of House	HVAC,	Heating/Ventilating/	SHTHG	Sheathing
BOS	Bottom of Slab		Air Conditioning	SHT	Sheet
BW	Both Ways	HW	Hot Water	SIM	Similar
CAB	Cabinet	HWH	Hot Water Heater	SPEC	Specificaion
CALCS	Calculations	ID	Inside Diameter	SPKLR	Sprinkler
CAB	Cabinet	ID	Interior Design(er)	SPKR	Speaker
CATW	Catwalk	INCL	Include(ing)	SQ	Square
CD	Construction Documents	IN	Inches	SS	Stainless Steel
CD	Contract Documents	INSUL	Insulation	ST	Street
CER	Ceramic	INT	Interior	STC	Sound Transmission Class
CIR	Circle	JAN	Janitor	STD	Standard
CJ	Construction Joint	J-BOX	Junction Box	STL JST	Steel Joist
CJ	Control Joint	JT	Joint	STOR	Storage
CL	Center Line	KIT	Kitchen	STRUCT	Structure/Structural
CLG	Ceiling	LAM	Laminate	SUB FL	Sub Floor
CLG HT	Ceiling Height	LAM GL	Laminated Glass	SUSP	Suspended
CLO	Closet	LAM PL	Laminated Plastic	SYM	Symbol
CO	Cased Opening	LAV	Lavatory	TBD	To Be Determined
CLR	Clear	LB	Pounds	T&G	Tongue and Groove
COL	Column	LD	Linear Diffuser	TEL	Telephone
CMU	Concrete Masonry Unit	LIB	Library	TEMP	Temporary
CONC	Concrete	LIN	Linear	TO	Top of
COND	Condition	LMST	Limestone	TOB	Top of Beam
CONSTR	Construction	LP	Light Pole	TOC	Top of Concrete or Curb
CONT	Continuous	LT	Light	TOC FTG	Top of Concrete Footing
CONTR	Contractor	LTG	Lighting	TOC WALL	Top of Concrete Wall
CORR	Corridor	LTG PNL	Lighting Panel	TOFF	Top of Finish Floor
CPT	Carpet	M	Meter	TOJ	Top of Joist
CT	Ceramic Tile	MAINT	Maintenance	TOP	Top of Parapet or Pavement
CTR	Center	MATL	Material	TOS	Top of Steel or Slab
dB	Decibel	MAX	Maximum	TOW	Top of Wall
DBL	Double	MD	Metal Deck	T	Tread (stair)
DEMO	Demolish(ion)	ME	Mechanical Engineer	TRANS	Transom or Transparent
DET	Detail	MECH	Mechanical	TSTAT	Thermostat
DIA	Diameter	MECH RM	Mechanical Room	TV	Television
DIM	Dimension			TYP	Typical
DIST	Distance	MED	Medium	UL	Underwriters Laboratory
DN	Down	MEMB	Membrane	UNO	Unless Noted Otherwise
DRW	Drawer	MEZZ	Mezzanine	UNFIN	Unfinished
DS	Downspout	MFR	Manufacturer	VAR	Varies
DW	Dish Washer	MFR REC	Manufacturer's Recommendation	VB	Vapor Barrier
DWG	Drawing			VCT	Vinyl Composition Tile
E	East			VENT	Ventilation
EA	Each	MIC	Microphone	VERT	Vertical
EDF	Electronic Drinking Fountain	MLWK	Millwork	VIF	Verify In Field
		MIN	Minimun	VNR	Veneer
EIFS	Exterior Insulation and Finish System	MIRR	Mirror	W/	With
		MISC	Miscellaneous	WC	Wall Cover or Water Closet
EJ	Expansion Joint	MLDG	Moulding	WD	Wood
EL	Elevation (height)	MM	Millimeter	WDW	Window
ELEV	Elevator	MO	Masonry Opening	WP	Water/Weather Proofing
ELEC	Electric(al)	MPE	Mechanical / Plumbing / Electrical	WPM	Waterproof Membrane
ENCL	Enclosure			WS	Weatherstrip
EP	Electrical Panel	MS	Mop Sink	WSCT	Wainscot
EPS	Expanded Polystyrene	MTD	Mounted		
EQ	Equal	MTG	Meeting		
EQUIP	Equipment	MTL	Metal		
EQUIV	Equivalent	MULL	Mullion		
EXH	Exhaust	N	North		
EXP	Exposed or Expansion	NA	Not Applicable		
		NCOMBL	Noncombustible		
EXT	Exterior or Extinguisher	NIC	Not In Contract		
		NO	Number		
FA	Fire Alarm	NONFLMB	Nonflammable		
FD	Floor Drain	NTS	Not To Scale		
FE	Fire Extinguisher - Wall Mounted	OC	On Center		
		OCC	Occupants		
FEC	Fire Extinguisher	OD	Outside Diameter		
FE	Cabinet	OF	Outside Face		
FF	Finish Floor	OFD	Overflow Drain		
FF EL	Finish Floor Elevation	OFF	Office		
FFE	Furniture, Fixture and Equipment	OH	Overhang		
		OH DR	Overhead Door (coiling)		
FH	Fire Hydrant	OL	Occupant Load		
FHC	Fire Hose Cabinet	OPG	Opening		
FIN	Finish(ed)	OPH	Opposite Hand		
FIX	Fixture	OPR	Operable		
FLASH	Flashing	P	Parapet		
FLR	Floor	PBD	Particle Board		
FOC	Face of Concrete	PIL	Pilaster		
FOF	Face of Finish	PK GAR	Parking Garage		
FOM	Face of Masonry	PK LOT	Parking Lot		
FOS	Face of Stud	PL	Property Line		
FOW	Face of Wall	PLAS	Plaster or Plastic		
FP	Fire Proof	PLBG	Plumbing		
FR	Fire Rating	PLYWD	Plywood		
FRP	Fiberglass Reinforced Plastic	PNL	Panel		
		POL	Polished		
FT	Foot/Feet	PRKG	Parking		

GENERAL NOTES

1. CONTRACTOR TO VERIFY EXISTING CONDITIONS OF WORK AREA AND REPORT ANY DISCREPANCIES TO THE ARCHITECT
2. REMOVE ALL AFFECTED ELEMENTS TO FACILITATE NEW CONSTRUCTION AS REQUIRED.
3. CONTRACTOR TO PROTECT ALL EQUIPMENT AND FINISHES IN ADJACENT AREAS THROUGHOUT DEMOLITION AND NEW CONSTRUCTION WORK. REPAIR OR REPLACE ALL DAMAGED ITEMS OR AREAS.
4. KEEP ALL EXISTING SPACES AND ADJACENT SITE AREAS CLEAN AND FREE OF DEBRIS. ALL DEBRIS SHALL BE REMOVED FROM THE SITE ON A DAILY BASIS. IF REQUIRED, SEAL OFF EXISTING MECHANICAL DUCTWORK TO PREVENT DUST ENTRY INTO DUCTS.
5. PROVIDE ADEQUATE BRACING OR SHORING OF EXISTING PARTITIONS OR WALLS THAT ARE TO REMAIN UNTIL COMPLETION OF NEW ADJACENT WORK SUPPORTING THOSE AREAS.
6. REMOVE ALL EXISTING FLOOR FINISHES AND BASE. CONTRACTOR TO INSPECT AND REPAIR SLAB AS REQUIRED TO RECEIVE NEW FLOOR FINISHES CONTRACTOR SHALL ALLOW FOR REMOVAL AND PATCHING OF CURLED AREAS ALONG CONTROL JOINTS TO ENSURE SMOOTH FINISH OF NEW FLOORING LOCATIONS.
7. CONTRACTOR TO REMOVE ALL UNUSED HANGERS, WIRES, ATTACHMENTS AND OTHER ITEMS FROM STRUCTURE.
8. SEE ELECTRICAL, MECHANICAL, AND LIGHTING DRAWINGS FRO NEW AND EXISTING CEILING MOUNTED ITEMS.
9. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BY MEASUREMENTS AT THE JOB SITE AND SHALL TAKE ANY AND ALL OTHER MEASUREMENTS NECESSARY TO VERIFY THE DRAWINGS AND TO PERFORM HIS WORK PROPERLY ANY DISCREPANCY BETWEEN THE DRAWINGS AND THE MEASURE DIMENSIONS SHALL NOT BE THE REASON FOR ANY EXTRA COST OR DELAY IN THE EXECUTION OF THE WORK AND SHALL BE PERFORMED PER INTENT OF THE CONTRACT DOCUMENTS AT NO EXTRA COST TO THE OWNER. THE ARCHITECT SHALL BE CONSULTED IN ALL CASES WHERE CUTTING INTO A STRUCTURAL PORTION OF THE BUILDING IS EITHER DESIRABLE OR NECESSARY SO THAT SATISFACTORY REINFORCEMENT MAY BE PROVIDED.
10. CONTRACTOR ALONE SHALL BE RESPONSIBLE FOR THE SAFETY OF THE EXISTING STRUCTURES DURING THE ENTIRE CONSTRUCTION OF THE ALTERATIONS OF THE EXISTING STRUCTURE AND SHALL TAKE ADEQUATE PRECAUTION TO PREVENT DAMAGE TO THE EXISTING STRUCTURE IN ANY WAY. SHOULD DAMAGE TO THE EXISTING STRUCTURE OCCUR. THE ARCHITECT SHALL BE CONSULTED AND THE DAMAGE SHALL BE RECTIFIED TO THE ENTIRE SATISFACTION OF THE OWNER AND ARCHITECT AT NO EXTRA COST TO THE OWNER.
11. ALL DIMENSIONS INDICATED ON THE DRAWINGS ARE APPROXIMATE AND SHALL NOT BE USED FOR ORDERING AND/OR FABRICATING MATERIALS. THE CONTRACTOR SHALL VERIFY/CHECK ALL DIMENSIONS PRIOR TO ORDERING AND/OR FABRICATING MATERIALS.
12. THE CONTRACTOR SHALL NOT DETAIL, ORDER AND/OR FABRICATE ANY MATERIAL WITHOUT COORDINATING THE SAME WITH THE ACTUAL FIELD CONDITIONS. THE CONTRACTOR ALONE IS RESPONSIBLE FOR THE PROPER FITTING AND CONNECTION OF THE NEW CONSTRUCTION TO THE EXISTING CONSTRUCTION.
13. ALL FINISHED MATERIALS ON WALL AND CEILINGS IN CORRIDORS SERVING AS AN EXIT ACCESS SHALL HAVE A FLAME SPREAD RATING OF 0 TO 25. FINISHED MATERIALS ON WALLS AND CEILINGS IN ROOMS SHALL HAVE A FLAME SPREAD RATING OF 26 TO 75. THE CLASSIFICATION OF INTERIOR FINISHES REFERRED TO HERE IN CORRESPOND TO FLAME SPREAD RATINGS DETERMINED BY ASTM E84.
14. INSTALL ALL ITEMS RIGID AND SECURE, PLUMB AND LEVEL. IN ALL INSTANCES WHERE MILLWORK OR CASEWORK ADJOINS OTHER WORK, MAKE A NEAT JOINT.
15. THE CONTRACTOR SHALL PROVIDE ALL LABOR MATERIALS, EQUIPMENT TOOLS, APPLIANCES, SERVICES, TRUCKING, HOISTING, SCAFFOLDING, TESTING, LAYOUT, SUPERVISION, ENGINEERING AND ALL OTHER OPERATIONS REQUIRED TO REMOVE EXISTING AND TO FURNISH AND INSTALL ALL WORK REQUIRED IN THE CONTRACT DOCUMENTS.
16. THE CONTRACTOR REPRESENTS THAT HE IS FAMILIAR WITH, AND HAS EXPERTISE IN THE SCOPE OF THIS WORK. THE CONTRACTOR AGREES THAT THE CONTRACT INCLUDES ALL WORK FOR THAT SCOPE AS MAY BE REQUIRED.

ARCHITECT'S SYMBOLS



22-0154
03/10/2022

Issues and Revisions

	PERMIT	8/21/2013

Consultant:

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Drawing: INFO SHEET

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NO. 6624
ARCHITECT
STATE OF NEVADA
21 AUGUST 2013

Project No.: 13-0701

Sheet No.: INFO 2

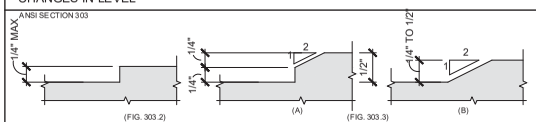
ANSI INFORMATION

NOTE:
ALL SITE WORK, COMMERCIAL BUILDINGS, RECREATION BUILDINGS AND ACCESSIBLE LIVING UNITS MUST CONFORM TO ICC / ANSI A117.1-2003 AND ADAAG.

SHEETS A0.01 THRU A0.02 ARE INTENDED AS A GUIDE ONLY FOR THE MORE COMMON ELEMENTS OF ACCESSIBLE BUILDINGS. EACH CONTRACTOR, SUB-CONTRACTOR AND SUPPLIER IS REQUIRED TO MEET ALL REQUIREMENTS OF ICC / ANSI A117.1-2003. REPORT DISCREPANCIES IN THE DRAWINGS TO THE ARCHITECT.

CHANGES IN LEVEL

ANSI SECTION 303

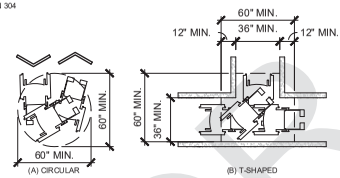


(FIG. 303.2) (CHANGES IN LEVEL) (FIG. 303.3) (BEVELED CHANGES IN LEVEL)

ANSI 303.2 VERTICAL - VERTICAL CHANGES IN LEVEL OF 1/4 INCH MAXIMUM IN HEIGHT SHALL BE PERMITTED TO BE VERTICAL.
ANSI 303.3 BEVELED - CHANGES IN LEVEL GREATER THAN 1/4 INCH IN HEIGHT AND NOT MORE THAN 1/2 INCH MAXIMUM IN HEIGHT SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2.

TURNING SPACE

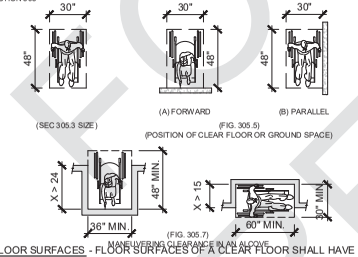
ANSI SECTION 304



ANSI 304.1 GENERAL - WHEELCHAIR TURNING SPACE SHALL COMPLY WITH SECTION 304

CLEAR FLOOR SPACE

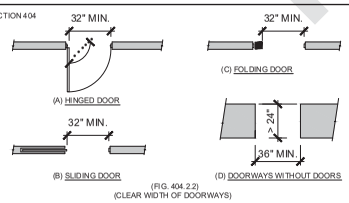
ANSI SECTION 305



ANSI 305.2 FLOOR SURFACES - FLOOR SURFACES OF A CLEAR FLOOR SHALL HAVE A SLOPE NOT STEEPER THAN 1:48 AND SHALL COMPLY WITH SECTION 302.
ANSI 305.4 KNEE AND TOE CLEARANCE - UNLESS OTHERWISE SPECIFIED, CLEAR FLOOR SPACE SHALL BE PERMITTED TO INCLUDE KNEE AND TOE CLEARANCE COMPLYING WITH SECTION 306.
ANSI 305.6 APPROACH - ONE FULL, UNOBSTRUCTED SIDE OF THE CLEAR FLOOR SPACE SHALL ADJOIN OR OVERLAP AN ACCESSIBLE ROUTE OR ADJOIN ANOTHER CLEAR FLOOR SPACE.

DOORS AND DOORWAYS

ANSI SECTION 404



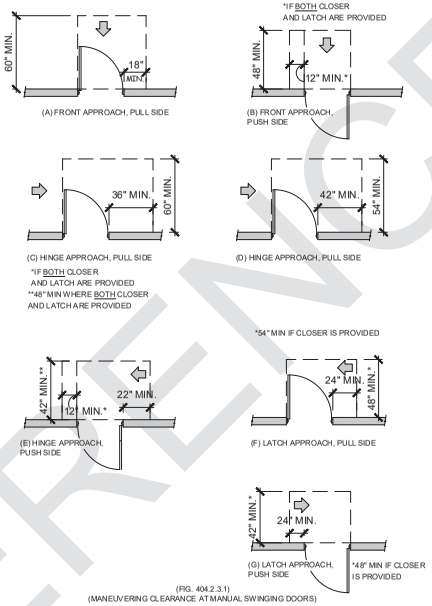
(FIG. 404.2.2) (CLEAR WIDTH OF DOORWAYS)

ANSI 404.2.2 CLEAR WIDTH - DOORWAYS SHALL HAVE A CLEAR OPENING OF 32 INCHES MINIMUM. CLEAR OPENING WIDTHS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF DOOR AND STOP, WITH THE DOOR OPEN 90 DEGREES. OPENINGS, DOORS AND DOORWAYS WITHOUT DOORS MORE THAN 24 INCHES IN DEPTH SHALL PROVIDE A CLEAR OPENING WIDTH OF 36 INCHES MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE CLEAR OPENING WIDTH LOWER THAN 34 INCHES ABOVE THE FLOOR. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES AND 80 INCHES ABOVE THE FLOOR SHALL NOT EXCEED 4 INCHES.

ANSI INFORMATION

DOOR CLEARANCES

ANSI SECTION 404.2.3.1

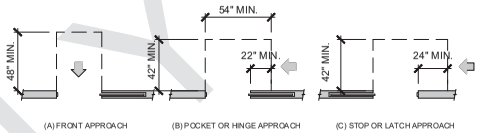


(FIG. 404.2.3.1) (MANEUVERING CLEARANCE AT MANUAL SWINGING DOORS)

ANSI 404.2.4.1 SWINGING DOORS - SWINGING DOORS SHALL HAVE MANEUVERING CLEARANCES COMPLYING WITH TABLE 404.2.3.1.

SLIDING AND FOLDING DOORS

ANSI SECTION 404.2.3.2

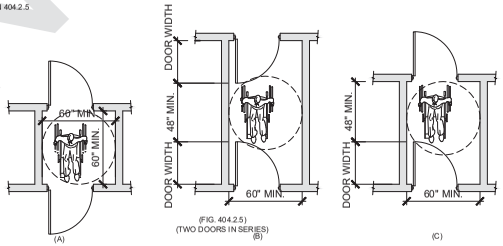


(FIG. 404.2.3.2) (MANEUVERING CLEARANCE AT SLIDING DOORS AND FOLDING DOORS)

ANSI 404.2.3.2 SLIDING AND FOLDING DOORS - SLIDING DOORS AND FOLDING DOORS SHALL HAVE MANEUVERING CLEARANCES COMPLYING WITH TABLE 404.2.3.2.

TWO DOORS IN SERIES

ANSI SECTION 404.2.5



(FIG. 404.2.5) (TWO DOORS IN SERIES)

ANSI 404.2.5 TWO DOORS IN SERIES - DISTANCE BETWEEN TWO HINGED OR PIVOTED DOORS IN SERIES SHALL BE 48 INCHES MINIMUM PLUS THE WIDTH OF ANY DOOR SWINGING INTO THE SPACE. THE SPACE BETWEEN THE DOORS SHALL PROVIDE A TURNING SPACE COMPLYING WITH SECTION 304.

ANSI INFORMATION

RAMPS

ANSI SECTION 405

SLOPE *	MAXIMUM RISE	
STEEPER THAN 1:10 BUT NOT STEEPER THAN 1:8	3 INCHES	75 M.M.
STEEPER THAN 1:12 BUT NOT STEEPER THAN 1:10	6 INCHES	150 M.M.
*A SLOPE STEEPER THAN 1:8 SHALL NOT BE PERMITTED.		

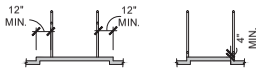
(TABLE 405.2) (ALLOWABLE RAMP DIMENSIONS FOR CONSTRUCTION IN EXISTING SITES, BUILDING, AND FACILITIES)

ANSI 405.1 GENERAL - RAMPS ALONG ACCESSIBLE ROUTES SHALL COMPLY WITH SECTION 405
ANSI 405.2 SLOPE - RAMP RUNS SHALL HAVE A RUNNING SLOPE NOT STEEPER THAN 1:12.

22-0154
03/10/2022

RAMP EDGE PROTECTION

ANSI SECTION 405.9

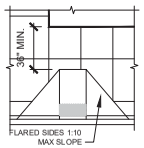


(FIG 405.9) (RAMP EDGE PROTECTION)

ANSI 405.9 EDGE PROTECTION - EDGE PROTECTION COMPLYING WITH SECTION 405.9.1 OR 405.9.2 SHALL BE PROVIDED ON EACH SIDE OF RAMP RUNS AND AT EACH SIDE OF RAMP LANDINGS.
ANSI 405.9.1 EXTENDED FLOOR SURFACE - THE FLOOR SURFACE OF THE RAMP RUN OR LANDING SHALL EXTEND 12 INCHES MINIMUM BEYOND THE INSIDE OR A RAILING COMPLYING WITH SECTION 505.
ANSI 405.9.2 CURB OR BARRIER - A CURB OR BARRIER SHALL BE PROVIDED THAT PREVENTS THE PASSAGE OF A 4-INCH DIAMETER SPHERE WHERE ANY PORTION OF THE SPHERE IS WITHIN 4 INCHES OF THE FLOOR.

SIDES OF CURB RAMPS

ANSI SECTION 406.3

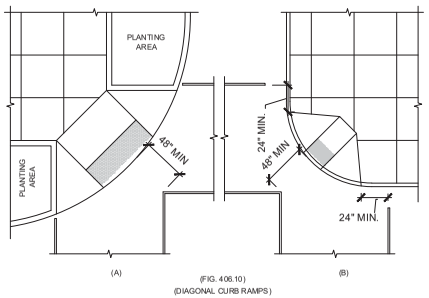


(FIG. 406.3) (SIDES OF CURB RAMPS)

ANSI 406.3 SIDES OF CURB RAMPS - WHERE PROVIDED, CURB RAMP FLARES SHALL NOT BE STEEPER THAN 1:10.

DIAGONAL CURB RAMPS

ANSI SECTION 406.11



(FIG. 406.10) (DIAGONAL CURB RAMPS)

ANSI 406.10 DIAGONAL CURB RAMPS - DIAGONAL OR CORNER TYPE CURB RAMPS WITH RETURNED CURBS OR OTHER WELL-DEFINED EDGES SHALL HAVE THE EDGES PARALLEL TO THE DIRECTION OF PEDESTRIAN FLOW. THE BOTTOMS OF DIAGONAL CURB RAMPS SHALL HAVE 48 INCHES MINIMUM CLEAR SPACE OUTSIDE ACTIVE TRAFFIC LANES OF THE ROADWAY. DIAGONAL CURB RAMPS PROVIDED AT MARKED CROSSING SHALL PROVIDE THE 48 INCHES MINIMUM CLEAR SPACE WITHIN THE MARKING. DIAGONAL CURB RAMPS WITH FLARED SIDES SHALL HAVE A SEGMENT OF CURB 24 INCHES MINIMUM IN LENGTH ON EACH SIDE OF THE CURB RAMP AND WITHIN THE MARKED CROSSING.

FOR REFERENCE ONLY

Issues and Revisions

	PERMIT	8/21/2013

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702.249.9751

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21 AUGUST 2013

Project No.: 13-0701
Sheet No.: ANSI 1

ANSI INFORMATION

TREADS AND RISERS

ANSI SECTION 504.2

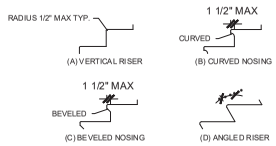


(FIG. 504.2)
(TREADS AND RISER FOR ACCESSIBLE STAIRWAYS)

ANSI 504.2 TREADS AND RISERS - ALL STEPS ON A FLIGHT OF STAIRS SHALL HAVE UNIFORM RISER HEIGHTS AND UNIFORM TREAD DEPTH. RISER SHALL BE 4 INCHES HIGH MINIMUM AND 7 INCHES MAXIMUM IN HEIGHT. TREADS SHALL BE 11 INCHES MINIMUM IN DEPTH.

STAIR NOSINGS

ANSI SECTION 504.5

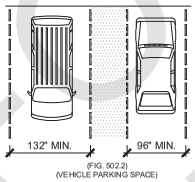


(FIG. 504.5)
(STAIR NOSINGS)

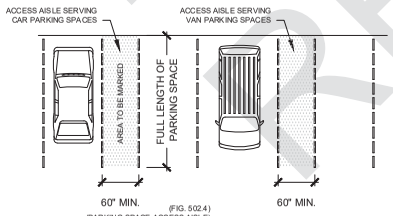
ANSI 504.5 NOSINGS - THE RADIUS OF CURVATURE AT THE LEADING EDGES OF THE TREAD SHALL BE 1/2 INCH MAXIMUM. NOSINGS THAT PROJECT BEYOND RISERS SHALL HAVE THE UNDERSIDE OF THE LEADING EDGE CURVED OR BEVELED. RISERS SHALL BE PERMITTED TO SLOPE UNDER THE TREAD AT AN ANGLE OF 30 DEGREES MAXIMUM FROM VERTICAL. THE PERMITTED PROJECTION OF THE NOSING SHALL BE 1 1/2 INCHES MAXIMUM OVER THE TREAD OR FLOOR BELOW. THE LEADING 2 INCHES OF THE TREAD SHALL HAVE VISUAL CONTRAST OF DARK-ON-LIGHT OR LIGHT-ON-DARK FROM THE REMAINDER OF THE TREAD.

PARKING SPACES

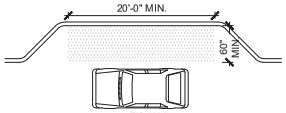
ANSI SECTION 502



(FIG. 502.2)
(VEHICLE PARKING SPACE)



(FIG. 502.4)
(PARKING SPACE ACCESS AISLE)

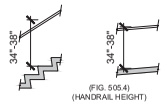


(FIG. 503.3)
(PASSENGER LOADING ZONE ACCESS AISLE)

ANSI INFORMATION

RAILING HEIGHT

ANSI SECTION 505.4



(FIG. 505.4)
(HANDRAIL HEIGHT)

ANSI 505.4 HEIGHT - TOP OF GRIPPING SURFACES OF HANDRAILS SHALL BE 34" MINIMUM AND 38" MAXIMUM VERTICALLY ABOVE STAIR NOSING, RAMP SURFACES AND WALKING SURFACES. HANDRAILS SHALL BE AT A CONSISTENT HEIGHT ABOVE STAIR NOSING, RAMP SURFACE AND WALKING SURFACES.

RAILING EXTENSIONS

ANSI SECTION 505.10



(FIG. 505.10.1)
(TOP AND BOTTOM HANDRAIL EXTENSIONS AT RAMPS)



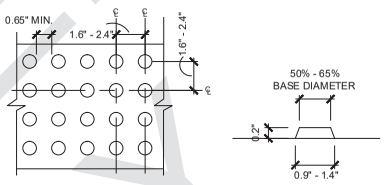
(FIG. 505.10.2)
(TOP OF HANDRAIL EXTENSIONS AT STAIRS)

(FIG. 505.10.3)
(BOTTOM HANDRAIL EXTENSIONS AT STAIRS)

ANSI 505.10 HANDRAIL EXTENSIONS - HANDRAILS SHALL EXTEND BEYOND AND IN THE SAME DIRECTION OF STAIR FLIGHTS AND RAMP RUNS IN ACCORDANCE WITH SECTION 505.10.

DETECTABLE WARNINGS

ANSI SECTION 705



(A) PLAN
(B) ELEVATION (ENLARGED)

TRUNCATED DOME SIZE AND SPACING
(FIG. 705.5)

ANSI 705.1 GENERAL - DETECTABLE WARNING SURFACES SHALL COMPLY WITH SECTIONS 705
ANSI 705.2 STANDARDIZATION - DETECTABLE WARNING SURFACES SHALL BE STANDARD WITHIN A BUILDING, FACILITY, SITE, OR COMPLEX OF BUILDINGS.
ANSI 705 .3 CONTRAST - DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT SURFACES, EITHER LIGHT ON DARK OR DARK ON LIGHT.
ANSI 705.4 INTERIOR LOCATIONS - DETECTABLE WARNING SURFACES IN INTERIOR LOCATIONS SHALL DIFFER FROM ADJOINING WALKING SURFACES IN RESILIENCY OR SOUND-ON-CANE CONTACT.
ANSI 705.5 TRUNCATED DOMES - DETECTABLE WARNING SURFACES SHALL HAVE TRUNCATED DOMES COMPLYING WITH SECTION 705.5.
ANSI 705.5.1 SIZE - TRUNCATED DOMES SHALL HAVE A BASE DIAMETER OF 0.9" MINIMUM TO 1.4" MAXIMUM, AND A TOP DIAMETER OF 50 PERCENT MINIMUM TO 65 PERCENT MAXIMUM OF THE BASE DIAMETER.
ANSI 705.5.2 HEIGHT - TRUNCATED DOMES SHALL HAVE A HEIGHT OF 0.2".
ANSI 705.5.3 SPACING - TRUNCATED DOMES SHALL HAVE A CENTER-TO-CENTER SPACING OF 1.6" MINIMUM AND 2.4" MAXIMUM, AND A BASE-TO-BASE SPACING OF 0.65" MINIMUM, MEASURED BETWEEN THE MOST ADJACENT DOMES ON THE GRID.
ANSI 705.5.4 ALIGNMENT - TRUNCATED DOMES SHALL BE ALIGNED IN A SQUARE GRID SYSTEM.

ANSI INFORMATION

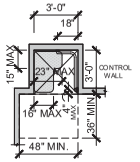
SHOWER COMPARTMENTS

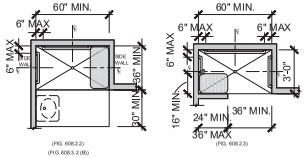
ANSI SECTION 608

ANSI 608.1 GENERAL - ACCESSIBLE SHOWER COMPARTMENTS SHALL COMPLY WITH SECTION 608

ANSI 608.2 SIZE AND CLEARANCES

ANSI 608.2.1 TRANSFER-TYPE SHOWER COMPARTMENTS - TRANSFER-TYPE SHOWER COMPARTMENTS SHALL HAVE A CLEAR INSIDE DIMENSION OF 36 INCHES (915 mm) IN WIDTH AND 36 INCHES (915 mm) IN DEPTH, MEASURED AT THE CENTERPOINT OF OPPOSING SIDES. AN ENTRY 36 INCHES (915 mm) MINIMUM IN WIDTH SHALL BE PROVIDED. A CLEARANCE OF 48 INCHES (1220 mm) MINIMUM IN LENGTH MEASURED PERPENDICULAR FROM THE CONTROL WALL, AND 36 INCHES (915 mm) MINIMUM IN DEPTH SHALL BE PROVIDED ADJACENT TO THE OPEN FACE OF THE COMPARTMENT.



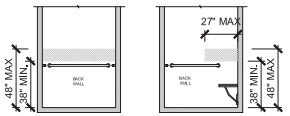


(FIG. 608.2.2)
(FIG. 608.2.3 (B))

(FIG. 608.2.3)

ANSI 608.2.2 STANDARD ROLL-IN-TYPE SHOWER COMPARTMENT - STANDARD ROLL-IN-TYPE SHOWER COMPARTMENTS SHALL HAVE A CLEAR INSIDE DIMENSION OF 60 INCHES (1525 mm) MINIMUM IN WIDTH AND 30 INCHES (760 mm) MINIMUM IN DEPTH, MEASURED AT THE CENTER POINT OF OPPOSING SIDES. AN ENTRY 60 INCHES (1525 mm) MINIMUM IN WIDTH SHALL BE PROVIDED. A CLEARANCE OF 60 INCHES (1525 mm) MINIMUM IN LENGTH ADJACENT TO THE 60 INCH (1525 mm) WIDTH OF THE OPEN FACE OF THE SHOWED COMPARTMENT, AND 30 INCHES (760 mm) MINIMUM IN DEPTH, SHALL BE PROVIDED. A LAVATORY COMPLYING WITH SECTION 606 SHALL BE PERMITTED AT THE END OF THE CLEARANCE OPPOSITE THE SHOWER COMPARTMENT SIDE WHERE SHOWER CONTROLS ARE POSITIONED. WHERE SHOWER CONTROLS ARE LOCATED ON THE BACK WALL AND NO SEAT IS PROVIDED, THE LAVATORY SHALL BE PERMITTED AT EITHER END OF THE CLEARANCE.

ANSI 608.4 SEATS - A FOLDING OR NONFOLDING SEAT SHALL BE PROVIDED IN TRANSFER-TYPE SHOWER COMPARTMENTS. A SEAT SHALL BE PROVIDED IN AN ALTERNATE ROLL-IN-TYPE SHOWER COMPARTMENT. IN STANDARD AND ALTERNATE ROLL-IN-TYPE SHOWERS WHERE A SEAT IS PROVIDED, IF THE SEAT EXTENDS OVER THE MINIMUM CLEAR INSIDE DIMENSION REQUIRED BY SECTION 608.2.2 OR 608.2.3, THE SEAT SHALL BE A FOLDING SEAT. SEATS SHALL COMPLY WITH SECTION 610.



FOR REFERENCE ONLY

City Council - Page 462

Issues and Revisions

	PERMIT	8/21/2013

22154
03/07/2022

Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101

Drawing: ANSI INFO SHEET

CSPA
CRAIG SEAN PALACIOS Architect
702.241.9751

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21 AUGUST 2013

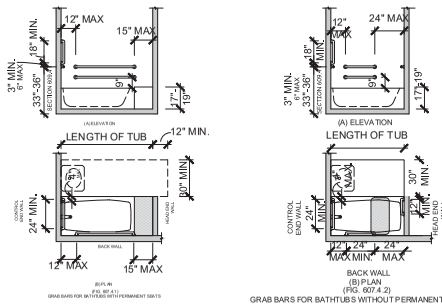
Project No.: 13-0701

Sheet No.: ANSI 2

ANSI INFORMATION

BATHTUBS

ANSI SECTION 607 - 2003



ANSI 607.1 GENERAL - ACCESSIBLE BATHTUBS SHALL COMPLY WITH SECTION 607.

ANSI 607.2 CLEARANCE - CLEARANCE IN FRONT OF BATHTUBS EXTENDING THE LENGTH OF THE BATHTUB AND 30 INCHES (760 mm) MINIMUM IN DEPTH SHALL BE PROVIDED. WHERE A PERMANENT SEAT IS PROVIDED AT THE HEAD OF THE BATHTUB, THE CLEARANCE SHALL EXTEND 12 INCHES (305 mm) MINIMUM BEYOND THE WALL AT THE HEAD END OF THE BATHTUB.

ANSI 607.3 SEAT - A PERMANENT SEAT AT THE HEAD END OF THE BATHTUB OR A REMOVABLE IN-TUB SEAT SHALL BE PROVIDED. SEATS SHALL COMPLY WITH SECTION 610.

ANSI 607.4 GRAB BARS - GRAB BARS SHALL COMPLY WITH SECTION 609 AND SHALL BE PROVIDED IN ACCORDANCE WITH SECTIONS 607.4.1 AND 607.4.2.
ANSI 607.4.2 BATHTUBS WITHOUT PERMANENT SEATS - FOR BATHTUBS WITHOUT PERMANENT SEATS, GRAB BARS COMPLYING WITH SECTIONS 607.4.2 SHALL BE PROVIDED.

ANSI 607.6 HAND SHOWER - A HAND SHOWER WITH A HOSE 59 INCHES (1500 MM) MINIMUM IN LENGTH, THAT CAN BE USED AS BOTH A FIXED SHOWER HEAD AND AS A HAND SHOWER, SHALL BE PROVIDED. THE HAND SHOWER SHALL HAVE A CONTROL WITH A NONPOSITIVE SHUT-OFF FEATURE. AN ADJUSTIBLE-HEIGHT HAND SHOWER MOUNTED ON A VERTICAL BAR SHALL BE INSTALLED SO AS TO NOT OBSTRUCT THE USE OF THE GRAB BARS.

TOILET AND BATHING ROOMS

ANSI SECTION 603

NOTE:
ALL SITE WORK, COMMERCIAL BUILDINGS, RECREATION BUILDINGS AND ACCESSIBLE LIVING UNITS MUST CONFORM TO ICC / ANSI A117.1-2003 AND ADAAG.

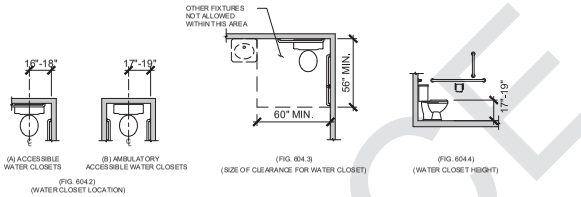
SHEETS A0.01 THRU A0.02 ARE INTENDED AS A GUIDE ONLY FOR THE MORE COMMON ELEMENTS OF ACCESSIBLE BUILDINGS. EACH CONTRACTOR, SUB-CONTRACTOR AND SUPPLIER IS REQUIRED TO MEET ALL REQUIREMENTS OF ICC / ANSI A117.1-2003. REPORT DISCREPANCIES IN THE DRAWINGS TO THE ARCHITECT.

ANSI 603.1 GENERAL - ACCESSIBLE TOILET AND BATHING ROOMS SHALL COMPLY WITH SECTION 603.
ANSI 603.2.1 TURNING SPACE - A TURNING SPACE COMPLYING WITH SECTION 304 SHALL BE PROVIDED WITHIN THE ROOM.
ANSI 603.2.2 OVERLAP - CLEAR FLOOR SPACES, CLEARANCES AT FIXTURES, AND TURNING SPACES SHALL BE PERMITTED TO OVERLAP.
ANSI 603.2.3 DOORS - DOORS SHALL NOT SWING IN THE CLEAR FLOOR SPACE OR CLEARANCE FOR ANY FIXTURE.
ANSI 603.3 MIRRORS - MIRRORS LOCATED ABOVE LAVATORIES, SINKS OR COUNTERS SHALL BE MOUNTED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE 40 INCHES (1015 MM) MAXIMUM ABOVE THE FLOOR. MIRRORS NOT LOCATED ABOVE LAVATORIES, SINKS OR COUNTERS SHALL BE MOUNTED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE 35 INCHES (890 MM) MAXIMUM ABOVE THE FLOOR.

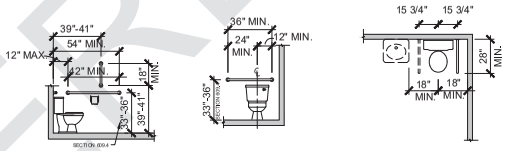
ANSI INFORMATION

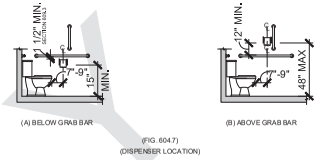
WATER CLOSETS

ANSI SECTION 604



ANSI 604.1 GENERAL - ACCESSIBLE WATER CLOSETS AND TOILET COMPARTMENTS SHALL COMPLY WITH SECTION 604. COMPARTMENTS CONTAINING MORE THAN ONE PLUMBING FIXTURE SHALL COMPLY WITH SECTION 603. WHEELCHAIR ACCESSIBLE COMPARTMENTS SHALL COMPLY WITH SECTION 604.8. AMBULATORY ACCESSIBLE COMPARTMENTS SHALL COMPLY WITH SECTION 604.9.
ANSI 604.2 LOCATION - THE WATER CLOSET SHALL BE LOCATED WITH A WALL OR PARTITION TO THE REAR AND TO ONE SIDE. THE CENTERLINE OF THE WATER CLOSET SHALL BE 16 INCHES (405 MM) MINIMUM TO 18" (455 MM) MAXIMUM FROM THE SIDE WALL OR PARTITION. WATER CLOSETS LOCATED FIN AMBULATORY ACCESSIBLE COMPARTMENTS SPECIFIED IN SECTION 604.9 SHALL HAVE THE CENTERLINE OF THE WATER CLOSET 17 INCHES (430 MM) MINIMUM TO 19 INCHES (485 MM) MAXIMUM FROM THE SIDE WALL OR PARTITION.
ANSI 604.3.1 SIZE - A CLEARANCE AROUND A WATER CLOSET 60 INCHES (1525 MM) MINIMUM, MEASURED PERPENDICULAR FROM THE SIDEWALL, AND 56 INCHES (1420 MM) MINIMUM, MEASURED PERPENDICULAR FROM THE REAR WALL, SHALL BE PROVIDED.
ANSI 604.3.2 OVERLAP - THE REQUIRED CLEARANCE AROUND THE WATER CLOSET SHALL BE PERMITTED TO OVERLAP THE WATER CLOSET, ASSOCIATED GRAB BARS, PAPER DISPENSERS, SANITARY NAPKIN RECEPTACLES, COAT HOOKS, SHELVES, ACCESSIBLE ROUTES, CLEAR FLOOR SPACE AT OTHER FIXTURES AND THE TURNING SPACE. NO OTHER FIXTURE OR OBSTRUCTION SHALL BE WITHIN THE REQUIRED WATER CLOSET CLEARANCE.
ANSI 604.4 HEIGHT - THE HEIGHT OF THE WATER CLOSET SEATS SHALL BE 17 INCHES (430 MM) MINIMUM AND 19 INCHES (485 MM) MAXIMUM ABOVE THE FLOOR, MEASURED TO THE TOP OF THE SEAT. SEATS SHALL NOT BE SPRUNG TO RETURN TO A LIFTED POSITION.

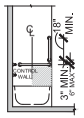




ANSI 604.5 GRAB BARS - GRAB BARS FOR WATER CLOSETS SHALL COMPLY WITH SECTION 609 AND SHALL BE PROVIDED IN ACCORDANCE WITH SECTIONS 604.5.1 AND 604.5.2. GRAB BARS SHALL BE PROVIDED ON REAR WALL AND ON THE SIDE WALL CLOSEST TO THE WATER CLOSET.
ANSI 604.7 DISPENSERS - TOILET DISPENSERS SHALL COMPLY WITH SECTION 309.4 AND SHALL BE 7 INCHES (180 MM) MINIMUM AND 9 INCHES (230 MM) MAXIMUM IN FRONT OF THE WATER CLOSET MEASURED TO THE CENTERLINE OF THE DISPENSER. THE OUTLET OF THE DISPENSER SHALL BE 15 INCHES (380 MM) MINIMUM AND 48 INCHES (1220 MM) MAXIMUM ABOVE THE FLOOR, AND SHALL NOT BE LOCATED BEHIND THE GRAB BARS. DISPENSERS SHALL NOT BE OF A TYPE THAT CONTROL DELIVERY, OR DO NOT ALLOW CONTINUOUS PAPER FLOW.

BATHTUBS

ANSI SECTION 607 - 2003

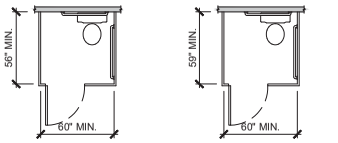


ANSI 607.5 CONTROLS - CONTROLS, OTHER THAN DRAIN STOPPERS, SHALL BE PROVIDED ON AN END WALL, LOCATED BETWEEN THE BATHTUB RIM AND GRAB BAR, AND BETWEEN THE OPEN SIDE OF THE BATHTUB AND THE MIDPOINT OF THE WIDTH OF THE BATHTUB. CONTROLS SHALL COMPLY WITH SECTION 309.4

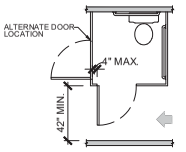
ANSI INFORMATION

TOILET STALLS

ANSI SECTION 604



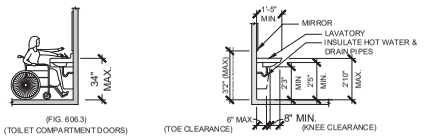
22-0154
03/10/2022



ANSI 604.8 WHEELCHAIR ACCESSIBLE COMPARTMENTS
ANSI 604.8.1 GENERAL - WHEELCHAIR ACCESSIBLE COMPARTMENTS SHALL COMPLY WITH SECTION 604.8
ANSI 604.8.2 SIZE - THE MINIMUM AREA OF A WHEELCHAIR ACCESSIBLE COMPARTMENT SHALL BE 60 INCHES (1525 MM) MINIMUM IN WIDTH MEASURED PERPENDICULAR TO THE SIDE WALL, AND 56 INCHES (1420 MM) MINIMUM IN DEPTH FOR WALL HUNG WATER CLOSETS, AND 59 INCHES (1500 MM) MINIMUM IN DEPTH FOR FLOOR MOUNTED WATER CLOSETS MEASURED PERPENDICULAR TO REAR WALL. THE MINIMUM AREA FOR A WHEELCHAIR ACCESSIBLE COMPARTMENT FOR PRIMARILY CHILDREN'S USE SHALL BE 60 INCHES (1525 MM) MINIMUM IN WIDTH MEASURED PERPENDICULAR TO THE SIDE WALL, AND 59 INCHES (1500 MM) MINIMUM IN DEPTH FOR WALL HUNG AND FLOOR MOUNTED WATER CLOSETS MEASURED PERPENDICULAR TO THE REAR WALL.
ANSI 604.8.3 DOORS - TOILET COMPARTMENT DOORS, INCLUDING DOOR HARDWARE, SHALL COMPLY WITH SECTION 404.1, EXCEPT IF THE APPROACH IS TO THE LATCH SIDE OF THE COMPARTMENT DOOR CLEARANCE BETWEEN THE DOOR SIDE OF THE STALL AND ANY OBSTRUCTION SHALL BE 42 INCHES (1065 MM) MINIMUM. DOORS SHALL BE LOCATED IN THE FRONT PARTITION FARTHEST FROM THE WATER CLOSET. WHERE LOCATED IN THE FRONT PARTITION, THE DOOR OPENING SHALL BE 4 INCHES (100 MM) MAXIMUM FROM THE SIDE WALL OR PARTITION FARTHEST FROM THE WATER CLOSET. WHERE LOCATED IN THE SIDE WALL OR PARTITION, THE DOOR OPENING SHALL BE 4 INCHES (100 MM) MAXIMUM FROM THE FRONT PARTITION. THE DOOR SHALL BE SELF CLOSING. A DOOR PULL COMPLYING WITH SECTION 404.2.6 SHALL BE PLACED ON BOTH SIDES OF THE DOOR NEAR THE LATCH. TOILET COMPARTMENT DOORS SHALL NOT SWING INTO THE REQUIRED MINIMUM AREA OF THE COMPARTMENT.
ANSI 604.9 AMBULATORY ACCESSIBLE COMPARTMENTS ANSI 604.9.1 GENERAL - AMBULATORY ACCESSIBLE COMPARTMENTS SHALL COMPLY WITH SECTION 604.9.
ANSI 604.9.2 SIZE - THE MINIMUM AREA OF AN AMBULATORY ACCESSIBLE COMPARTMENT SHALL BE 60 INCHES (1525 MM) MINIMUM IN DEPTH AND 36 INCHES (915 MM) IN WIDTH.
ANSI 604.9.3 DOORS - TOILET COMPARTMENT DOORS, INCLUDING DOOR HARDWARE, SHALL COMPLY WITH SECTION 404, EXCEPT IF THE APPROACH IS TO THE LATCH SIDE OF THE COMPARTMENT DOOR CLEARANCE BETWEEN THE DOOR SIDE OF THE COMPARTMENT AND ANY OBSTRUCTION SHALL BE 42 INCHES (1065 MM) MINIMUM. THE DOOR SHALL BE SELF CLOSING. A DOOR PULL COMPLYING WITH SECTION 404.2.6 SHALL BE PLACED ON BOTH SIDES OF THE DOOR NEAR THE LATCH. COMPARTMENT DOORS SHALL NOT SWING INTO THE REQUIRED MINIMUM AREA OF THE COMPARTMENT.
ANSI 605.1 GENERAL - ACCESSIBLE URINALS SHALL COMPLY WITH SECTION 605.

LAVATORIES AND SINKS

ANSI SECTION 606



ANSI 606.1 GENERAL - ACCESSIBLE LAVATORIES AND SINK SHALL COMPLY WITH SECTION 606.
ANSI 606.3 HEIGHT AND CLEARANCES - THE FRONT OF LAVATORIES AND SINKS SHALL BE 34 INCHES MAXIMUM FROM THE FLOOR, MEASURED TO THE HIGHER OF THE RIM OR COUNTER SURFACE.

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City Council - Page 463

Issues and Revisions

	PERMIT	8/21/2013

Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101
Drawing: ANSI INFO SHEET

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CRAIG SEAN PALACIOS Architect
702.241.9751

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21 AUGUST 2013

Project No.: 13-0701
Sheet No.: ANSI 3

Issues and Revisions	
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Consultant:

Project: THE BUNKHOUSE

124 S. 11th Street, Las Vegas, NV 89101

Drawing: LIFE SAFETY FLOOR PLAN

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21 AUGUST 2013

Project No.: 13-0701

Sheet No.: AE1.01

22-0154
03/10/2022

OCCUPANT LOAD FOR EACH ROOM OR SPACE

ACCUMULATIVE LOADS IMPOSED ON EGRESS PATH

INDICATED DIRECTION OF TRAVEL

ASSUMED BOUNDARY LINES FOR OCCUPANT LOAD CALCULATIONS

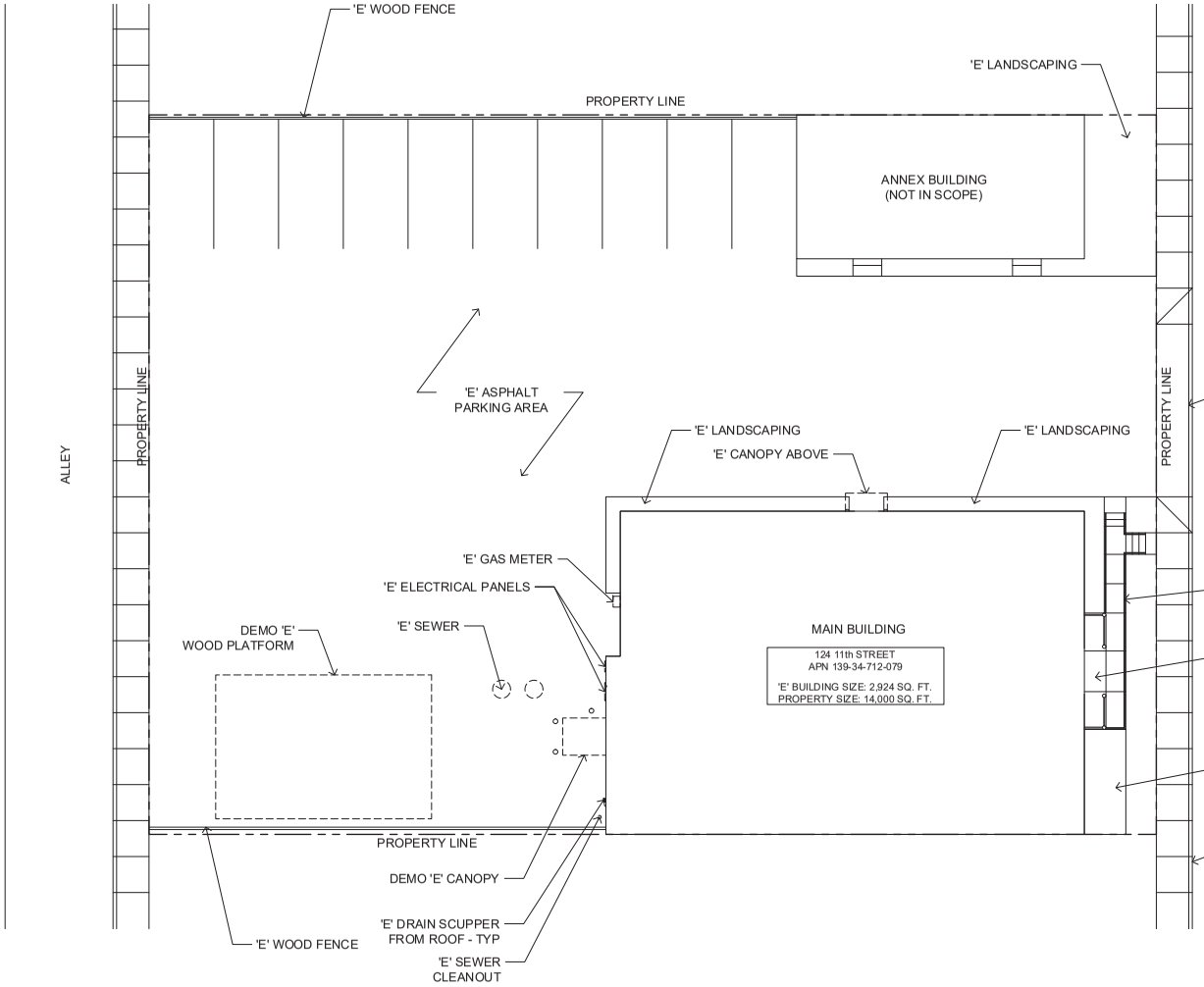
RESTAURANT OCCUPANT LOAD SCHEDULE

ROOM #	ROOM NAME	MEASUREMENT	OL FACTOR	OCCUPANT	REMARKS
100	KITCHEN	537 SF	200 SF	3	
101	BAR	2661 SF	200 SF	14	
	BAR SEATING	60 LIN FT	24 IN PER FT	20	
	BAR STANDING	94 SF	6 FT	7	
102	BANQUET	1600 SF	15 SF	107	
	BANQUETTE SEATING	331 LIN FT	24 IN PER FT	17	
	ENTRY (NORTH)	47 SF	15 SF	4	THE USE AT DINING (102) ENTRY MOST NEARLY RESEMBLES "WAITING AREAS" (MOST AIRPORT TERMINALS, TO GROSS (TABLE 1004.1.1)
103	SERVICE STATION	40 SF	200 SF	1	
104	DINING	254 SF	15 SF	16	DINING (104) MIGHT BE CONVERTED INTO A PLATFORM (15 NET) IN THE FUTURE. PLATFORM IS NOT IN SCOPE OF THIS PROJECT AND TO BE PERMITTED SEPARATELY
105	DINING	244 SF	15 SF	17	
106	MEN'S RESTROOM	--	--	--	
107	WOMEN'S RESTROOM	--	--	--	
108	CORRIDOR	--	--	--	
				TOTAL	137

PLAN NORTH

EGRESS PLAN

1/8" = 1'-0" 1





VICINITY MAP NTS

GENERAL NOTES

1. ALL CONSTRUCTION MATERIALS AND FINISHES NOT NOTED BUT INDICATED BY DASHED LINES SHALL BE REMOVED TO FACILITATE NEW CONSTRUCTION.
2. PATCH AND REPAIR ALL EXISTING SURFACES AS REQUIRED TO RECEIVE NEW CONSTRUCTION FINISHES.
3. THE CONTRACTOR SHALL REMOVE PORTIONS OF THE EXISTING BUILDING, INCLUDING ELECTRICAL, PLUMBING, AND OTHER ITEMS, ONLY AS REQUIRED TO PERMIT NEW CONSTRUCTION.
4. BEFORE COMMENCING THE DEMOLITION WORK, VERIFY WITH THE ARCHITECT AND THE OWNER'S AUTHORIZED REPRESENTATIVE ALL OBJECTS TO BE REMOVED AND ALL OBJECTS TO REMAIN.
5. USE ALL MEANS NECESSARY TO PROTECT EXISTING ADJACENT STRUCTURES AND OTHER OBJECTS DESIGNATED TO REMAIN.
6. COMPLY WITH ALL REQUIREMENTS FOR DISCONNECTION, CAPPING AND PROTECTION OF ALL EXISTING UTILITY LINES IN AREAS OF THE WORK.
7. REFERENCE MECHANICAL DRAWINGS FOR EXISTING MECHANICAL DUCTWORK/ DIFFUSERS/EQUIPMENT.
8. REFERENCE ELECTRICAL DRAWINGS FOR EXISTING CONDUIT AND WIRING.
9. REMOVE PORTIONS OF CONC. FLOOR SLAB FOR PLUMBING/ELEC. AS REQ'D. PATCH AND REPAIR FLOOR SLAB TO MATCH EXISTING. PRIOR TO INSTALLATION OF NEW FIN. FLOOR, TYP.
10. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN ARCHITECTURAL AND EXISTING CONTROL DIMENSIONS.
11. REPAIR DAMAGE TO ADJACENT CONSTRUCTION CAUSED BY SELECTIVE DEMOLITION OPERATIONS. WHERE REPAIRS TO EXISTING SURFACES ARE REQUIRED, PATCH TO PRODUCE SURFACES SUITABLE FOR NEW MATERIALS.
12. (not used)
13. EGRESS ROUTES WILL NOT BE BLOCKED AT ANYTIME DURING DEMOLITION/CONSTRUCTION.
14. DEBRIS AND EXCESS MATERIALS SHALL BE REMOVED AND DISPOSED OF IN A LEGAL MANNER OFF SITE OF THE OWNER'S PROPERTY.
15. BEFORE COMMENCING ANY WORK, CONTRACTOR TO REVIEW ASBESTOS REPORT ON FILE WITH OWNER AND NOTIFY OWNER IMMEDIATELY IF THERE ARE DEMOLITION AREAS NOT ADDRESSED IN THE REPORT

NORTH

OVERALL DEMOLITION SITE PLAN 1/8" = 1'-0" 1

Issues and Revisions

	PERMIT	8/21/2013

Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101

Drawing: OVERALL DEMOLITION SITE PLAN

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CRAIG SEAN PALACIOS Architect
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21 AUGUST 2013

Project No.: 13-0701
Sheet No.: AS0.01

Issues and Revisions	
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Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101
Drawing: OVERALL SITE PLAN

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21 AUGUST 2013

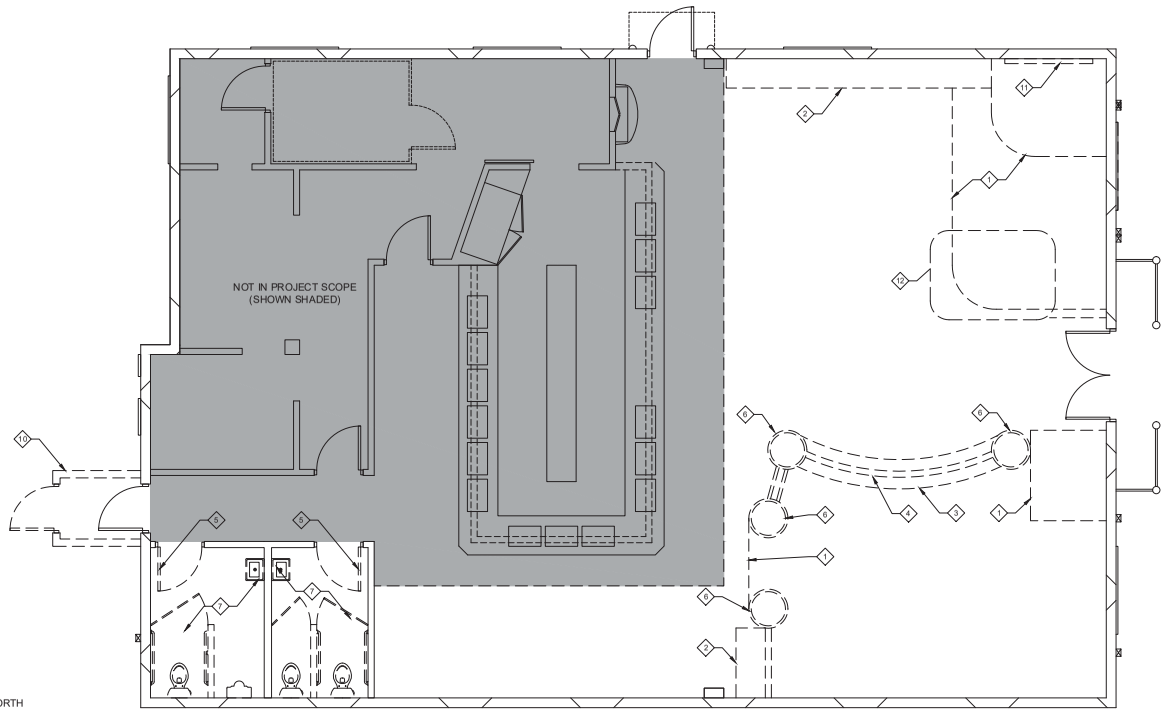
Project No.: 13-0701
Sheet No.: AS1.01

22-0154
03/10/2022

VICINITY MAP
NTS
SITE

PROJECT NORTH

OVERALL SITE PLAN
1/8" = 1'-0"



DEMOLITION PLAN 1/4" = 1'-0" 1



11 WALL MOUNTED SIGN, SALVAGE AND STORE FOR FUTURE REUSE





12 FLOOR PAINTED GRAPHICS, SALVAGE AND STORE BOTH LAYERS FOR FUTURE REUSE

KEYNOTES

1. REMOVE PLATFORM
2. REMOVE MILLWORK
3. REMOVE COUNTER
4. REMOVE PARTIAL HEIGHT WALL
5. REMOVE DOOR
6. REMOVE NONSTRUCTURAL COLUMN AND COLUMN SURROUND
7. REMOVE PLUMBING FIXTURES, ACCESSORIES, AND TOILET PARTITIONS
8. (not used)
9. (not used)
10. REMOVE EXTERIOR VESTIBULE, PATCH AND WALL FINISH AND WATERPROOFING
11. 'E' WALL MOUNTED SIGN, SALVAGE AND STORE FOR FUTURE REUSE
12. 'E' FLOOR PAINTED GRAPHIC, SALVAGE AND STORE FOR FUTURE REUSE

22054
03/10/2022

GENERAL NOTES

1. ALL CONSTRUCTION MATERIALS AND FINISHES NOT NOTED BUT INDICATED BY DASHED LINES SHALL BE REMOVED TO FACILITATE NEW CONSTRUCTION.
2. PATCH AND REPAIR ALL EXISTING SURFACES AS REQUIRED TO RECEIVE NEW CONSTRUCTION FINISHES.
3. THE CONTRACTOR SHALL REMOVE PORTIONS OF THE EXISTING BUILDING, INCLUDING ELECTRICAL, PLUMBING, AND OTHER ITEMS, ONLY AS REQUIRED TO PERMIT NEW CONSTRUCTION.
4. BEFORE COMMENCING THE DEMOLITION WORK, VERIFY WITH THE ARCHITECT AND THE OWNER'S AUTHORIZED REPRESENTATIVE ALL OBJECTS TO BE REMOVED AND ALL OBJECTS TO REMAIN.
5. USE ALL MEANS NECESSARY TO PROTECT EXISTING ADJACENT STRUCTURES AND OTHER OBJECTS DESIGNATED TO REMAIN.
6. COMPLY WITH ALL REQUIREMENTS FOR DISCONNECTION, CAPPING AND PROTECTION OF ALL EXISTING UTILITY LINES IN AREAS OF THE WORK.
7. REFERENCE MECHANICAL DRAWINGS FOR EXISTING MECHANICAL DUCTWORK/ DIFFUSERS/EQUIPMENT.
8. REFERENCE ELECTRICAL DRAWINGS FOR EXISTING CONDUIT AND WIRING.
9. REMOVE PORTIONS OF CONC. FLOOR SLAB FOR PLUMBING/ELEC. AS REQ'D. PATCH AND REPAIR FLOOR SLAB TO MATCH EXISTING. PRIOR TO INSTALLATION OF NEW FIN. FLOOR, TYP.
10. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN ARCHITECTURAL AND EXISTING CONTROL DIMENSIONS.
11. REPAIR DAMAGE TO ADJACENT CONSTRUCTION CAUSED BY SELECTIVE DEMOLITION OPERATIONS. WHERE REPAIRS TO EXISTING SURFACES ARE REQUIRED, PATCH TO PRODUCE SURFACES SUITABLE FOR NEW MATERIALS.
12. COORDINATE DEMOLITION PHASING WITH OWNER OPERATIONS
13. EGRESS ROUTES WILL NOT BE BLOCKED AT ANYTIME DURING DEMOLITION/CONSTRUCTION.
14. DEBRIS AND EXCESS MATERIALS SHALL BE REMOVED AND DISPOSED OF IN A LEGAL MANNER OFF SITE OF THE OWNER'S PROPERTY.
15. BEFORE COMMENCING ANY WORK, CONTRACTOR TO REVIEW ASBESTOS REPORT ON FILE WITH OWNER AND NOTIFY OWNER IMMEDIATELY IF THERE ARE DEMOLITION AREAS NOT ADDRESSED IN THE REPORT
16. CONTRACTOR TO VERIFY DIMENSIONS AND EXTENT OF DEMOLITION WITH PROPOSED ARCHITECTURAL AND INTERIOR DESIGN.

Issues and Revisions

	PERMIT	8/21/2013

Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101

Drawing: DEMOLITION FLOOR PLAN

CSPA
CRAIG SEAN PALACIOS Architect
702.241.9751

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21 AUGUST 2013

Project No.: 13-0701

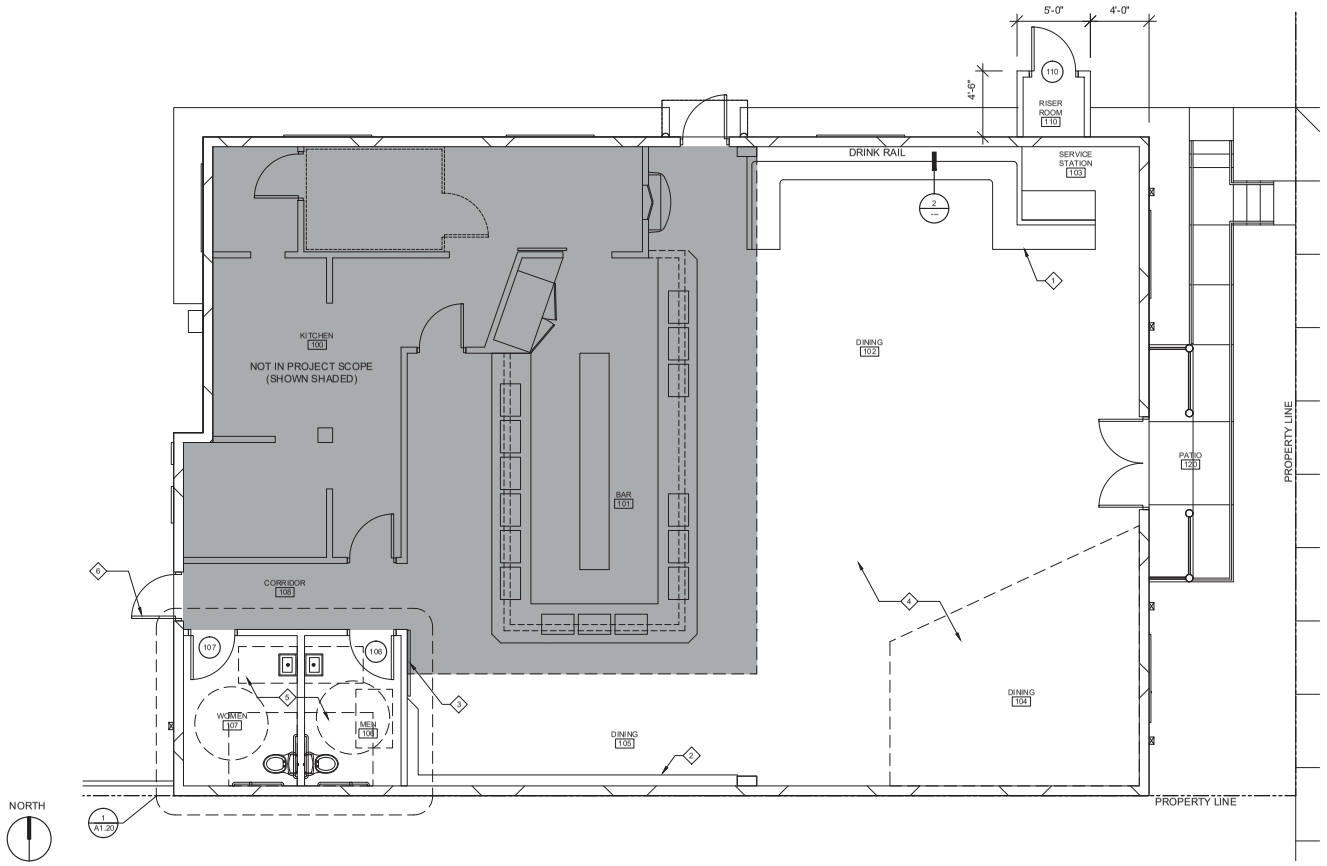
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KEYNOTES

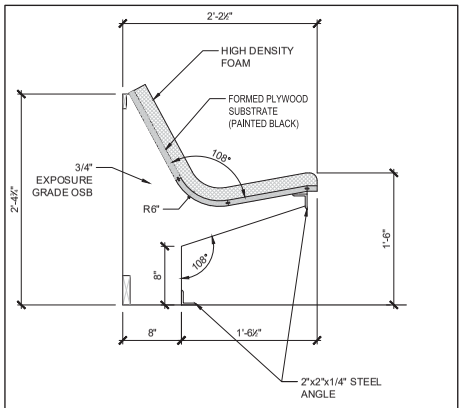
1. NEW BANQUETTE AND SERVICE STATION MILLWORK
2. NEW DRINK RAILING
3. FIX 'E' SLIDING DOOR TO WALL IN THE OPEN POSITION. DOOR TO BE NON-OPERABLE
4. NEW FLOOR FINISH IN DINING ROOMS TO BE CLEANED, LEVELED, AND SEALED CONCRETE
5. NEW TILE FLOORS IN RESTROOMS
6. REMOVE CLOSER AT DOOR, PATCH DOOR TO MATCH EXISTING

GENERAL NOTES

1. VERIFY ALL COORDINATING INFORMATION ON DRAWINGS AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT.
2. (not used)
3. ALL "CLEAR" DIMENSIONS ARE TO BE STRICTLY ADHERED TO. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
4. PROVIDE BACKING FOR ALL MOUNTED ACCESSORIES, FURNISHINGS, AND EQUIPMENT. VERIFY HEIGHTS AND LOCATIONS.
5. ALL WALLS RECIEVING CERAMIC TILE SHALL HAVE CEMENTIOUS BACKER BOARD IN LIEU OF GYPSUM BOARD. PROVIDE BLOCKING IN STUDS AT THESE LOCATIONS.
6. PROVIDE WATER RESISTANT GYPSUM BOARD AT ALL INTERIOR SERVICE STATION, TOILET LAVATORIES AND MOP SINK LOCATIONS AS REQUIRED BY CODE.
7. REFER TO FINISH SHEET FOR FLOORING, WALL COVERING, AND INTERIOR PAINT ASSIGNMENTS.
8. FULLY INSULATE ALL PLUMBING PIPE ASSEMBLIES. THE HIGHER RATING SHALL CONTINUE PAST THE LOWER RATING.
9. PROVIDE PORTABLE FIRE EXTINGUISHER AS SHOWN ON PLANS REFER TO SPECIFICATIONS FOR ADDITIONAL INFO.
10. (not used)
11. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL BE THE STANDARD USED TO IDENTIFY FACILITIES THAT ARE ACCESSIBLE TO AND USABLE BY PHYSICALLY DISABLED - THE CONTRACTOR IS RESPONSIBLE TO COORDINATE W/ THE OWNER AND ARCHITECT TO HAVE THE INTERNATIONAL SYMBOL AT ALL TOILET FACILITIES, AND ANY OTHER AREAS REQ'D BY CODE OR ADA TO BE ACCESSIBLE - THE OWNER IS ALSO TO PROVIDE DIRECTIONAL SIGNAGE AT ALL AREAS NOT ACCESSIBLE INDICATING THE ROUTE TO THE NEAREST SIMILAR ACCESSIBLE ELEMENT FOR ADDITIONAL ACCESSIBILITY GUIDELINES REFER TO THE INTERNATIONAL BUILDING CODE AND ANSI.
12. (not used)
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATING THE VARIOUS TRADES AND THEIR WORK AS IT RELATES TO OTHER TRADES (I.E. MECHANICAL, ELECTRICAL, LIGHTING, FIRE SPRINKLER)
14. DO NOT SCALE DRAWINGS.
15. CONTRACTOR TO VERIFY CLASS C FIRE RATED ASSEMBLY AT EXISTING ROOF. IF ROOF ASSEMBLY DOES NOT MEET REQUIREMENTS THEN REPLACE EXISTING ROOF. OTHERWISE, PATCH AND REPAIR AS REQUIRED.
16. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS PRIOR TO COMMENCING CONSTRUCTION - ALL DISCREPANCIES SHALL BE NOTED AND SENT TO THE ARCHITECT W/ ADEQUATE TIME TO REVIEW PRIOR TO STARTING THAT PORTION OF WORK IN ORDER TO AVOID PROJECT DELAYS.



FLOOR PLAN 1/4" = 1'-0" | 1



BENCH DETAIL 1 1/2" = 1'-0" | 2

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Issues and Revisions

	PERMIT	8/21/2013

Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101

Drawing: FLOOR PLAN

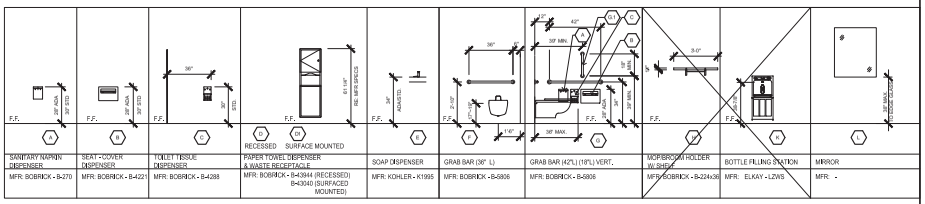
CSPA
CRAIG SEAN PALACIOS Architect
702.241.9751

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21 AUGUST 2013

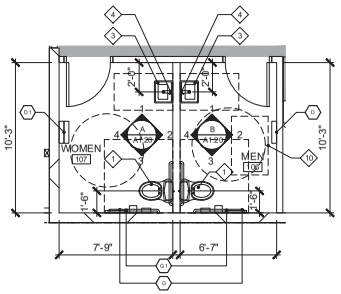
Project No.: 13-0701

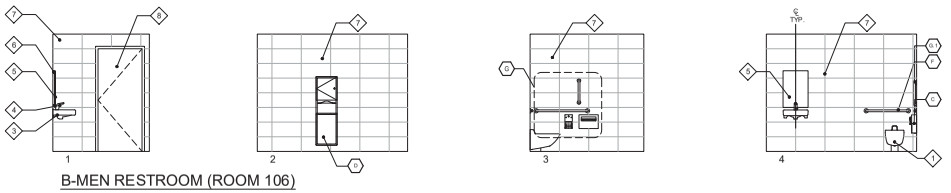
Sheet No.: A1.01



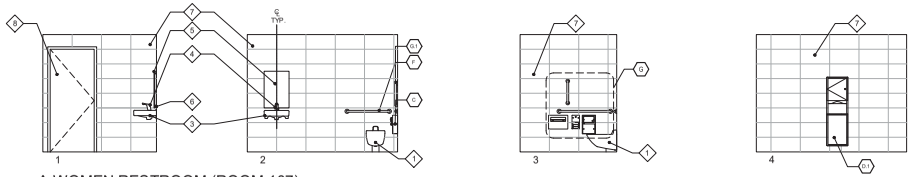
A	B	C	D	E	F	G	H	I	J	K	L
SANITARY NAPKIN DISPENSER	SEAT - COVER DISPENSER	TOILET TISSUE DISPENSER	PAPER TOWEL DISPENSER & WASTE RECEPTACLE	SOAP DISPENSER	GRAB BAR (36" L)	GRAB BAR (42"L) (18"L) VERT.		MOP/BROOM HOLDER W/ SHELF	BOTTLE FILLING STATION	MIRROR	
MFR: BOBRICK - B-270	MFR: BOBRICK - B-4221	MFR: BOBRICK - B-4288	MFR: BOBRICK - B-4944 (RECESSED) B-4940 (SURFACE MOUNTED)	MFR: KOHLER - K1995	MFR: BOBRICK - B-6806	MFR: BOBRICK - B-6806		MFR: BOBRICK - B-224x36	MFR: ELKAY - LZWS	MFR: -	

ACCESSORY SCHEDULE 1/4" = 1'-0" 3





B-MEN RESTROOM (ROOM 106)



A-WOMEN RESTROOM (ROOM 107)

RESTROOM 1/4" = 1'-0" 1

KEYNOTES

1	TOILET: KOHLER WELLCOMME K-4349 (ADA) (WHITE)
2	(not used)
3	SINK KOHLER: SOHO SINGLE HOLE K-2053-NR
4	FAUCET KOHLER: K-13462
5	FRAMELESS MIRROR [illegible] EDGES
6	LIGHT
7	TILE FROM FLOOR TO CEILING W/ COVE BASE
8	DOOR - SEE DOOR SCHEDULE
9	(not used)
10	PROVIDE 30"x48" CLEAR FLOOR AREA OUTSIDE OF DOOR SWING (SWING WOULD BE USED)
11	FLOOR DRAIN SLOPE FLOOR ¼" PER FOOT @ 48" SQUARE AS REQUIRED

22-0054
03/10/2022

Issues and Revisions

	PERMIT	8/21/2013

Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101

Drawing: PARTIAL FLOOR PLAN + INTERIOR ELEVATIONS

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CRAIG SEAN PALACIOS Architect
702.241.9751

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NO. 6624
ARCHITECT
STATE OF NEVADA
21 AUGUST 2013

Project No.: 13-0701

Sheet No.: A1.20

ROOM FINISH SCHEDULE

RM. NO.	ROOM NAME	FLOORING		CEILING		WALLS (TRUE DIRECTIONS)				DOOR FINISH	REMARKS
		MATERIAL	BASE	MATERIAL	HEIGHT	NORTH	EAST	SOUTH	WEST		
100	KITCHEN	F-1A	B-1	C-1	-	W-1	W-1	W-1	W-1		
101	BAR	F-1A	B-1	C-2	-	W-1	W-1	W-1	W-1		
102	DINING	F-2A	B-2	C-2	-	W-2	W-2	W-2	W-2		
103	SERVICE STATION	F-2A	B-2	C-2	-	W-2	W-2	-	-		
104	DINING	F-2A	B-2	C-2	-	-	W-2	W-2	-		
105	DINING	F-2A	B-2	C-2	-	-		W-2	W-2		
106	MEN	F-3A	B-3	C-3	8'-0"	W-3	W-3	W-3	W-3		
107	WOMEN	F-3A	B-3	C-3	8'-0"	W-3	W-3	W-3	W-3		

MATERIAL LEGEND

SYMBOL	DESCRIPTION
FLOOR	F(NUMBER)
1	SEALED CONCRETE
2	WOOD
3	TILE
BASE	B(NUMBER)
1	VINYL COVE BASE
2	WOOD BASE
3	TILE COVE BASE
CEILING	C(NUMBER)
1	WASHABLE TILE
2	OPEN TO STRUCTURE
3	PAINTED GYP. BD.
WALLS	W(NUMBER)
1	FRP
2	PAINTED GYP. BD.
3	TILE

22-0154
03/10/2022

ROOM FINISH SCHEDULE NOTES

1. GYPSUM BOARD WALL FINISH TO BE LEVEL 4.
2. PAINT FINISHES TO BE 1 PRIMER COAT, 2 FINISH COATS OF PREMIUM GRADE LATEX EGGSHELL ENAMEL APPLIED BY BRUSH AND ROLLER. NO ON-SITE VARNISHING, SPRAYING, OR USE OF LAQUERS IS ALLOWED IN THE BUILDING.
3. WOOD BASE (QUARTER ROUND SHOE), REDUCER STRIP, STEP NOSING, AND THRESHOLD TRIM PIECES TO MATCH WOOD FLOORING
4. BASE "VARIES" ON SCHEDULE - SEE INTERIOR ELEVATIONS

FINISHES PALETTE

CONCRETE FLOORING	
A	CLEANED, LEVELED, SEALED
CERAMIC FLOOR TILE	
A	XXXXX
B	XXXXX
CERAMIC TILE BASE	
A	XXXXX
B	XXXXX
WOOD PLANK FLOORING	
A	XXXXX

FINISHES PALETTE

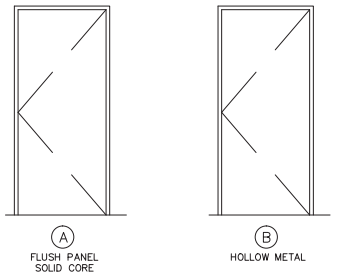
PAINTED WALL + CEILING COLORS	
A	FRAZEE
B	FRAZEE
C	FRAZEE
D	FRAZEE
CERAMIC WALL TILE	
A	XXXXX
B	XXXXX
FRP	
A	MARLITE, BLACK P807
PAINTED DOOR + FRAME	
PT	FRAZEE

DOOR SCHEDULE

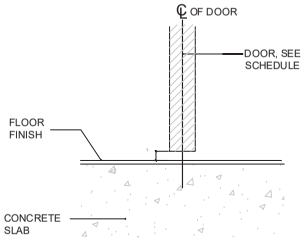
DR. NO.	DOOR SIZE W	DOOR SIZE H	DOOR SIZE THICK.	TYPE	MAT'L.	DOOR FINISH	FRAME MAT'L.	FRAME FINISH	FRAME HEAD	FRAME JAMB	FRAME JAMB	FRAME THRESH.	FRAME TYPE	FRAME LABEL	HARDWR. SET	REMARKS
106	3'-0"	7'-0"	1-3/4"	A	WD.	PT-A	H.M.	PT-A								
107	3'-0"	7'-0"	1-3/4"	A	WD.	PT-A	H.M.	PT-A								
110	3'-0"	7'-0"	1-3/4"	B	H.M.	PT-A	H.M.	PT-A								PROVIDE WEATHERPROOF SIGNAGE ON DOOR STATING "FIRE SPRINKLER RISER ROOM" IN A CONTRASTING COLOR, LETTERS TO HAVE A MIN HEGHT OF 2" AND A MIN STROKE OF ⅛ INCH

MATERIAL LEGEND

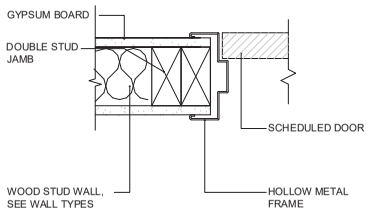
DOORS	
WD.	WOOD
H.M.	HOLLOW METAL
FRAMES	
H.M.	HOLLOW METAL
WD.	WOOD



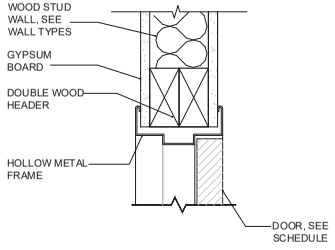
DOOR TYPES 1/2" = 1'-0" 4



THRESHOLD 3" = 1'-0" 3



JAMB 3" = 1'-0" 2



HEAD AT STUD 3" = 1'-0" 1

City Council - Page 470

Issues and Revisions

	PERMIT	8/21/2013

Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101

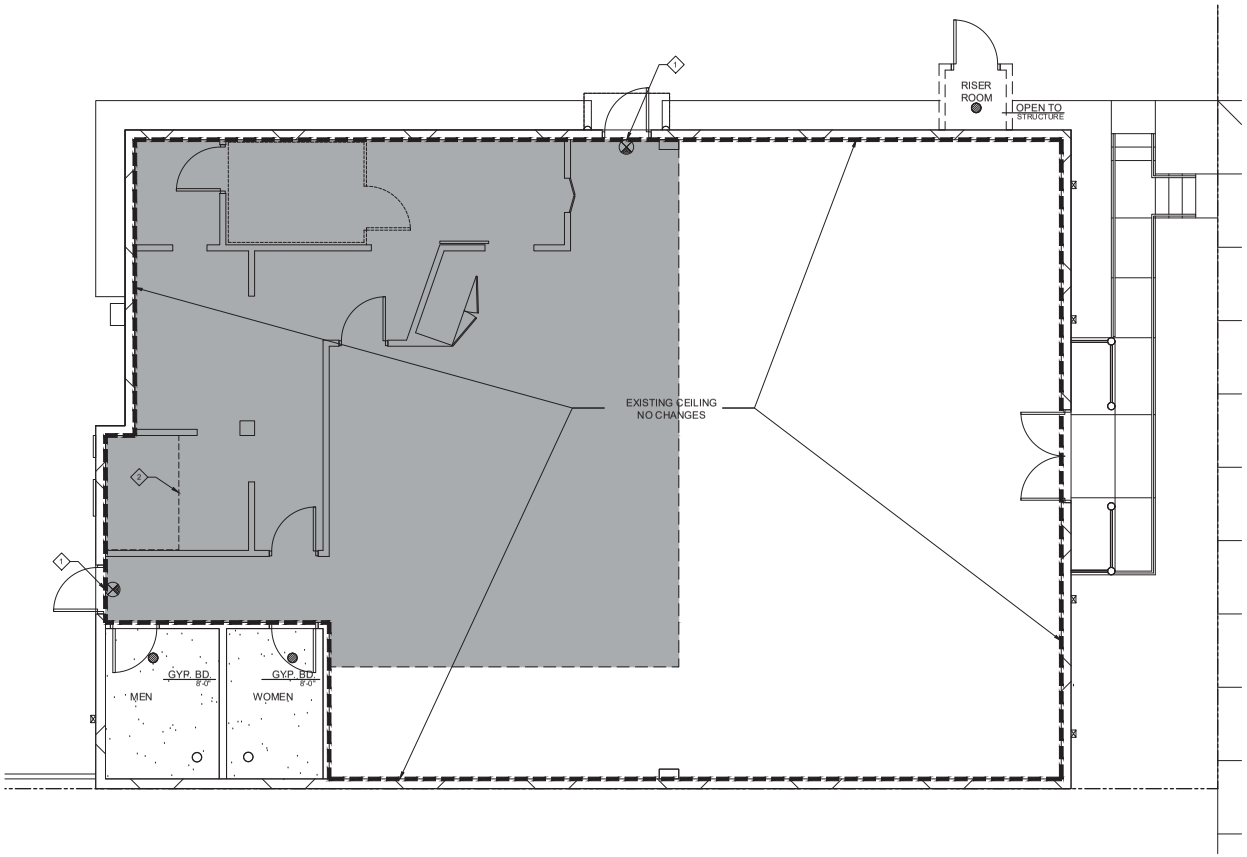
Drawing: ROOM FINISH SCHEDULE + DOOR SCHEDULE + DOOR TYPES

CSPA
CRAIG SEAN PALACIOS Architect
702.249.9751

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21 AUGUST 2013

Project No.: 13-0701
Sheet No.: A2.01



REFLECTED CEILING PLAN 1/4" = 1'-0" 1

KEYNOTES

1. VERIFY OR PROVIDE EMERGENCY EXIT LIGHT.
2. EXISTING HOOD TO REMAIN. VERIFY OR PROVIDE 1-HR RATED SHAFT OR DUCT WRAP TO ROOF.

22-0154
03/10/2022

CEILING TYPE

CEILING MATERIAL
CEILING HEIGHT

GENERAL NOTES

1. REFER TO ELECTRICAL AND LIGHTING PLANS FOR FIXTURE TYPES SPECS AND DETAILS. NOTIFY THE ARCHITECT IMMEDIATELY IF THERE ARE ANY CONFLICTS WITH ANY OTHER TRADES.
2. REFER TO ELECTRICAL PLANS FOR LIGHT FIXTURE LOCATIONS. COORDINATE MOUNTING LOCATIONS WITH EXISTING JOISTS AND NEW STRUCTURE.
3. REFER TO MECHANICAL PLANS FOR RETURN AND SUPPLY REGISTER LOCATIONS. NOTIFY THE ARCHITECT IMMEDIATELY IF THERE ARE ANY CONFLICTS WITH ANY OTHER TRADES.
4. REFER TO MECHANICAL PLANS FOR DUCT LOCATIONS. COORDINATE DUCT RUNS WITH EXISTING JOISTS AND NEW STRUCTURE.
5. FIRE SPRINKLER SUB-CONTRACTOR TO SUPPLY SHOP DRAWINGS AND DETAILS FOR APPROVAL PRIOR TO INSTALLATION. SUBMITTAL TO INCLUDE BUT NOT BE LIMITED TO:
   - RISER LOCATION
   - MAIN LINE LOCATION
   - HEAD LOCATIONS (ARCHITECT CAN SUBMIT BACKGROUNDS UPON REQUEST)
   - HEAD TYPES AND HEAD FINISHES (PROVIDE 2 OF EACH TYPE USED FOR APPROVAL)
6. REFER TO INTERIOR DRAWINGS FOR DETAILS AND FINISHES.

LEGEND

LIGHTING

- RECESSED LIGHT FIXTURE SEE ELECTRICAL
- RECESSED LIGHT FIXTURE (EMERGENCY) SEE ELECTRICAL

EMERGENCY EXITS

- EMERGENCY EXIT

Issues and Revisions

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Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101

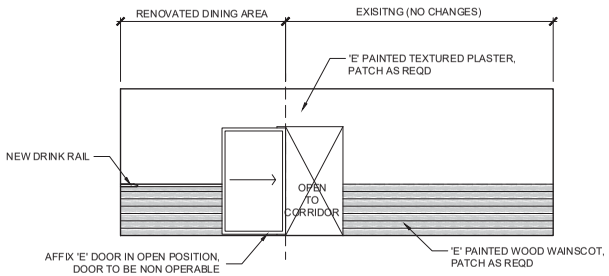
Drawing: REFLECTED CEILING PLAN

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CRAIG SEAN PALACIOS Architect
702.241.9751

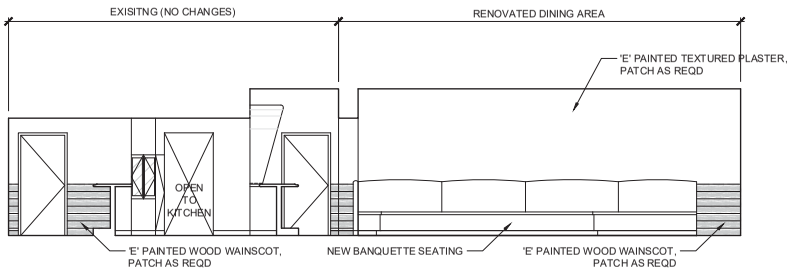
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21 AUGUST 2013

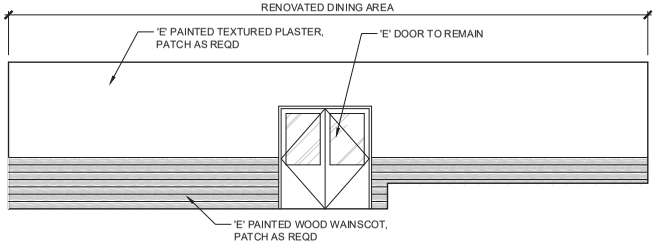
Project No.: 13-0701
Sheet No.: A3.01



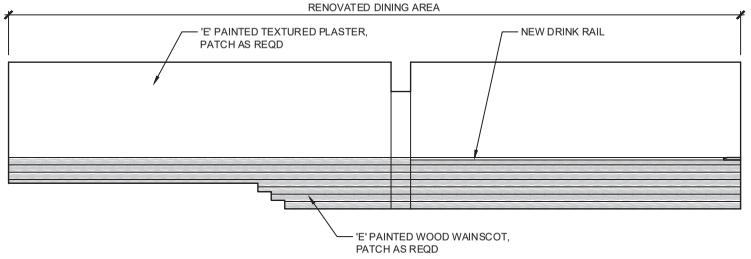
C. FACING TOWARDS THE WEST



D. FACING TOWARDS THE NORTH



A. FACING TOWARDS THE EAST



B. FACING TOWARDS THE SOUTH

DINING AREA ELEVATIONS

1/4" = 1'-0" | 1

22-0154
03/10/2022

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Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street , Las Vegas, NV 89101

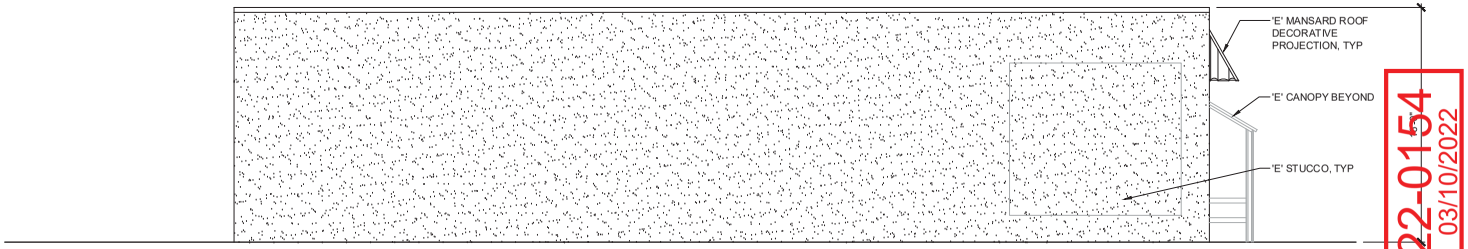
Drawing: INTERIOR ELEVATIONS

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702.241.9751

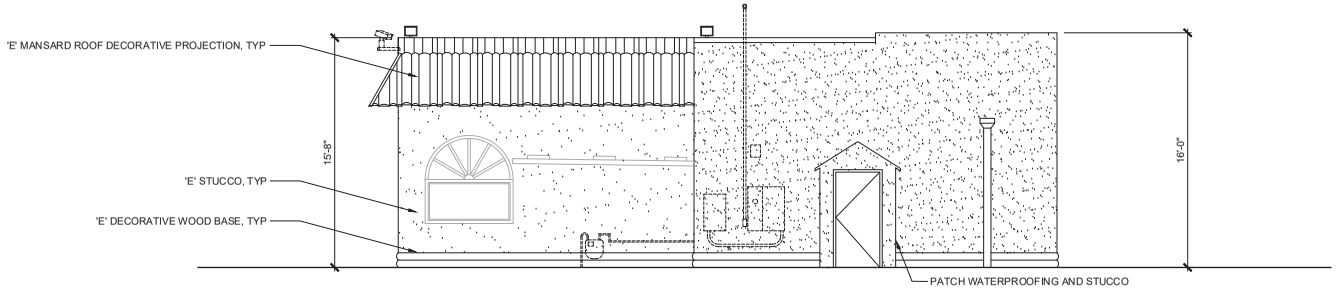
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NO. 6624
ARCHITECT
STATE OF NEVADA
21 AUGUST 2013

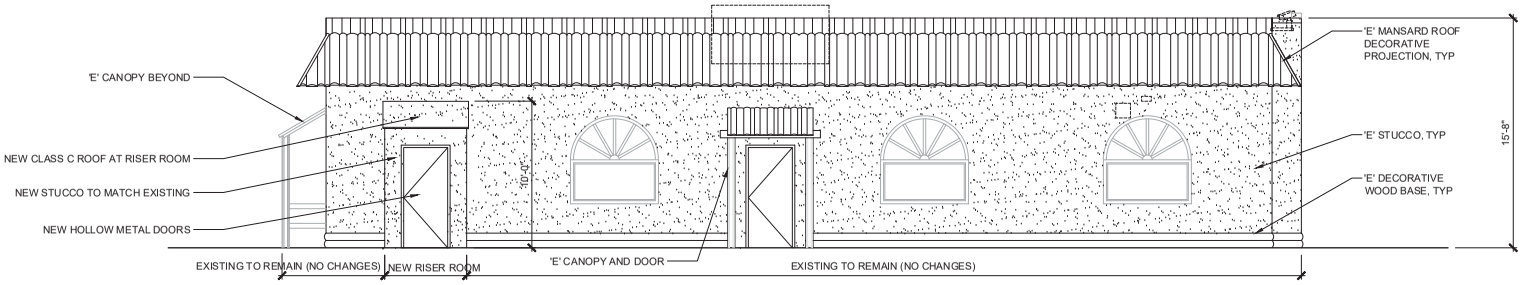
Project No.: 13-0701
Sheet No.: A5.01



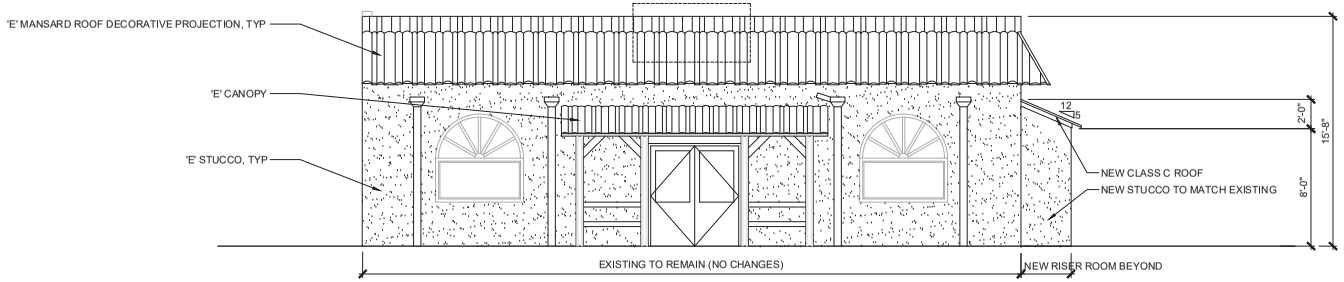
NORTH ELEVATION 1/4" = 1'-0" 4



WEST ELEVATION 1/4" = 1'-0" 3



SOUTH ELEVATION 1/4" = 1'-0" 2



EAST ELEVATION 1/4" = 1'-0" 1

22-0154
03/10/2022

Issues and Revisions

	PERMIT	8/21/2013

Consultant:

Project: THE BUNKHOUSE
124 S. 11th Street, Las Vegas, NV 89101

Drawing: EXTERIOR ELEVATIONS

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702.241.9751

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21 AUGUST 2013

Project No.: 13-0701
Sheet No.: A6.01



22-0154-EOT1 - APPLICANT: DTP MGMT, LLC – OWNER: 11TH STREET TAVERN, LLC
124 SOUTH 11TH STREET

03/30/22



22-0154-EOT1 - APPLICANT: DTP MGMT, LLC – OWNER: 11TH STREET TAVERN, LLC
124 SOUTH 11TH STREET

03/30/22



22-0154-EOT1 - APPLICANT: DTP MGMT, LLC – OWNER: 11TH STREET TAVERN, LLC
124 SOUTH 11TH STREET

03/30/22

GOLDSMITH & GUYMON

A Professional Law Corporation

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Laura Johns-Bolhouse, Esq.★★★★★
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Amanda C. Netuschil, Esq.

Also admitted in Arizona, California & Hawaii ★
Also admitted in Utah ★★
Also admitted in Kansas and Missouri ★★★
Also admitted in California ★★★★
Also admitted in Idaho ★★★★★

March 4, 2022

Via Online Submission

City of Las Vegas
Department of Planning
333 North Rancho Drive, Third Floor
Las Vegas, Nevada 89106

Re: Justification Letter for Bunkhouse Saloon
Our Case No.: 3679-29

To Whom it May Concern:

Please accept this Justification Letter in support of the Bunkhouse Saloon's pre-application/application for an Extension of Time to reactivate the non-conforming tavern liquor license located at 124 S. 11th Street, Las Vegas, NV 89101 and owned by 11th Street Tavern, LLC. 11th Street Tavern, LLC is managed by DTP MGMT, LLC. Richard Hsieh and Andrew Hsieh are the Co-Administrators of the Estate of Anthony Hsieh and are the Co-Managers of DTP MGMT, LLC.

This application seeks an extension of the period for which the use of a nonconforming liquor establishment may be discontinued or abandoned before such land rights are lost. We are seeking a one year extension (EOT).

Section 19.14.030(A)(3)(c) of the Unified Development Code of the City of Las Vegas, states:

> If it appears, by reason of economic hardship, that a nonconforming use described in Subparagraph (a) or (b) above will be deemed abandoned for a period of time greater than the applicable abandonment period described in those subparagraphs, the owner of the property or operator of the use may request that the abandonment period be extended by the City Council. Such request shall be made by means of an application for an Extension of Time. The application shall include or be accompanied by a letter of justification explaining the economic hardship, which must be based on market conditions or other circumstances beyond the applicant's control, and shall be accompanied by the applicable fees, if any, that are set forth in the fee schedule. The application shall be heard at the public hearing of the City Council. An Extension of Time may be granted by the City Council only upon clear and convincing evidence of qualifying hardship and a determination that the public health, safety and welfare

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will not be jeopardized. An Extension of Time may not exceed the duration of the applicable abandonment period set forth in Subparagraph (a) or (b) above.

At this time, an economic hardship exists for the Bunkhouse Saloon. Due to the ongoing COVID-19 pandemic, the Bunkhouse Saloon ceased operations in 2020. The Bunkhouse Saloon continues to experience economic hardship as a result of the obligations associated with the administration of the Estate of Anthony Hsieh.

Anthony Hsieh died on November 27, 2020. The Estate of Anthony Hsieh is presently being probated in the Eighth Judicial District Court of the State of Nevada. Creditors claims have been filed against the Estate. Presently the Estate is involved in vetting those claims and defending litigation associated with the same. Most recently the Estate filed and paid its 706 estate tax liability to the Department of the Treasury.

At this time, it is the intention of the Estate and all involved for the Bunkhouse Saloon, to activate its operations of the Bunkhouse in the next year or so depending upon the projected viability of the business upon reopening, as well as the estimated costs to hire qualified staff to enable the reopening of the business.

It is of the upmost importance to the Estate to have the Bunkhouse Saloon become a thriving and profitable business. The Estate believes that this may be accomplished by having the bar become operational in 2022 or in the first quarter of 2023.

It is important to note that the Bunkhouse Saloon does not pose any sort of threat to the "public health, safety and welfare." The Bunkhouse Saloon is well-maintained and as such, it does not present a problem to the "public health, safety and welfare." Allowing the Bunkhouse Saloon time to submit its application for temporary and ongoing operations of a tavern in 2022 or the first quarter of 2023 is in the best interest of all concerned, as it will create jobs, generate revenue and help to revitalize the surrounding area.

To continue the nonconforming land use rights, would allow for the Estate and other partners to continue working to get the Bunkhouse Saloon operational in 2022 or the first quarter of 2023. At this time, we respectfully request an extension of time in order to preserve the nonconforming land use rights at the Bunkhouse Saloon.

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If you should have any questions or concerns, please feel free to reach out to us. Thank you for your time and consideration of this extension request.

Sincerely,

GOLDSMITH & GUYMON, P.C.

Dara J. Goldsmith, Esq.
Representative of the Co-Managers of DTP MGMT, LLC
for 11th Street Tavern, LLC

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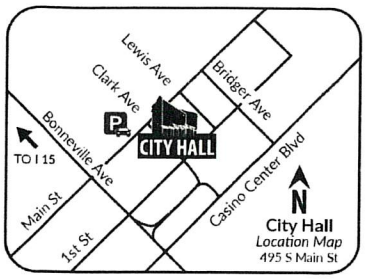
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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LAS VEGAS NV 89125

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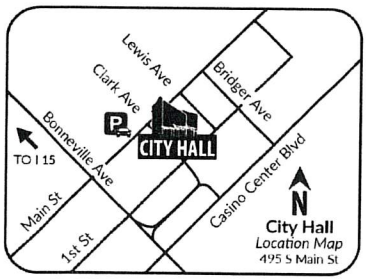
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Submitted after final agenda

Date 4/28/2022 Item 35

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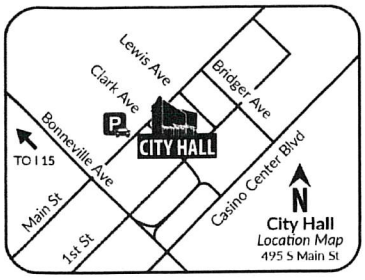
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LAS VEGAS NV 89125

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Las Vegas, Nevada 89101

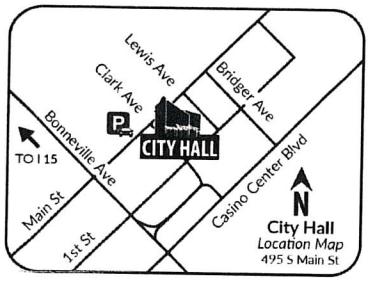
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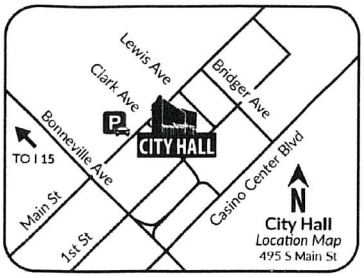
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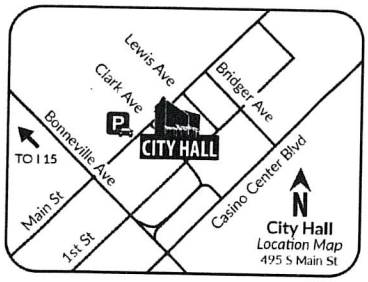
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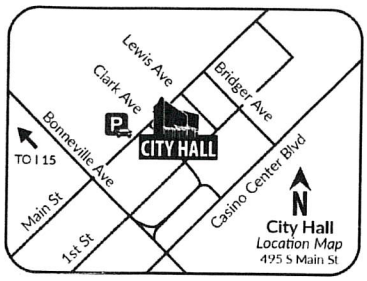
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LAS VEGAS NV 89125

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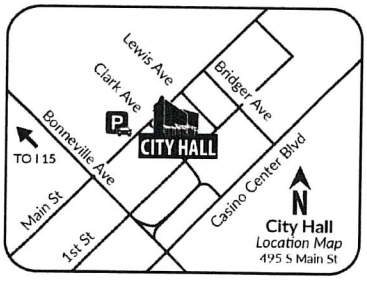
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899 FREMONT L L C
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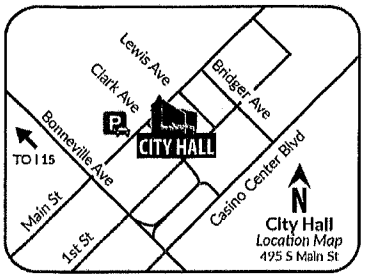
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330 7TH STREET L L C
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LAS VEGAS NV 89125

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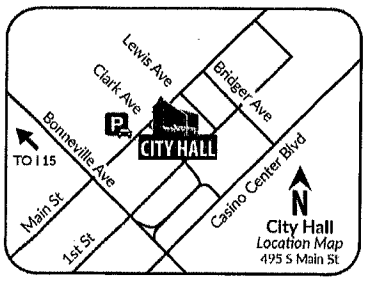
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210 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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Las Vegas, Nevada 89101

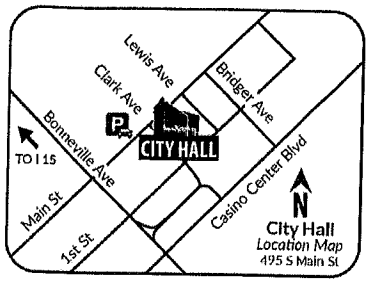
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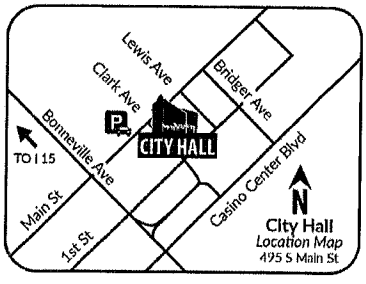
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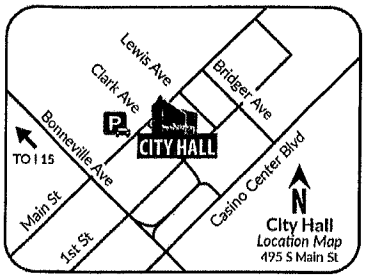
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PO BOX 7516
LAS VEGAS NV 89125

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Las Vegas, Nevada 89101

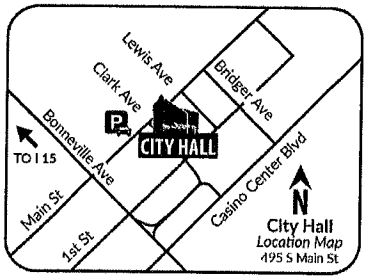
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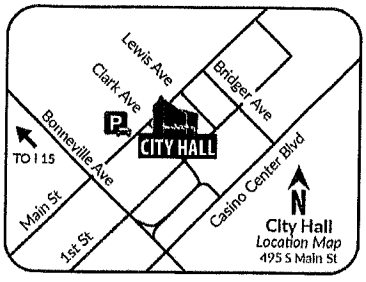
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22-0154-EOT1

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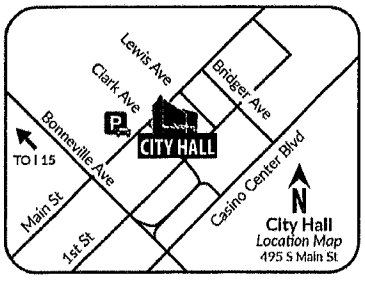
22-0154-EOT1
13935211058
117 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCMP1 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

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13935211060
1121 OGDEN STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCMP1

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

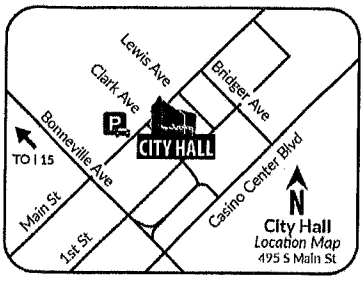
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22-0154-EOT1
13935211082
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

39 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

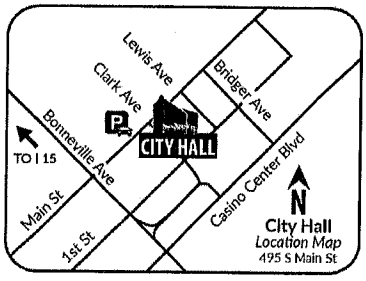
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22-0154-EOT1
13935211121
1004 OGDEN L L C
PO BOX 7516
LAS VEGAS NV 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

39 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

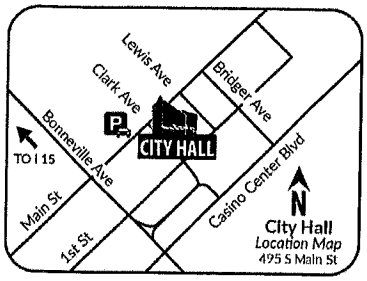
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13935310008
112 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCNP1 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

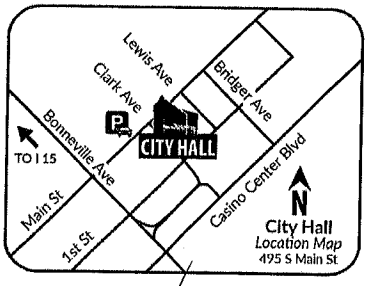
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13935310010
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCNP1 89125

City of Las Vegas, Office of The City Clerk
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Las Vegas, Nevada 89101

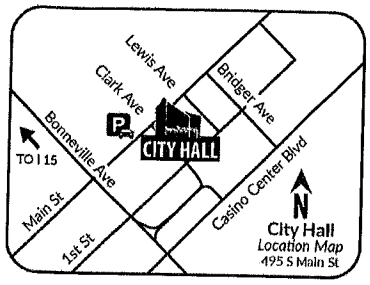
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13935310020
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCNP1 89125

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Las Vegas, Nevada 89101

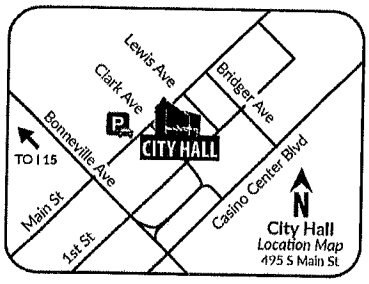
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22-0154-EOT1
13935310022
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCNP1 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

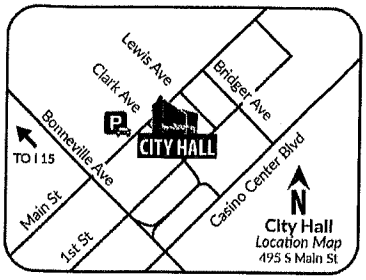
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22-0154-EOT1
13935310024
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCNP1 89125

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Las Vegas, Nevada 89101

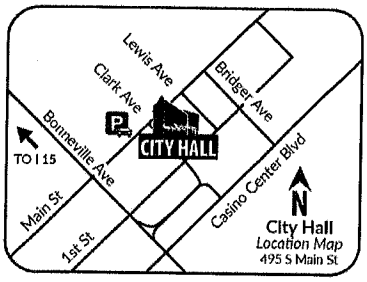
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13935310026
110 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCNP1 89125

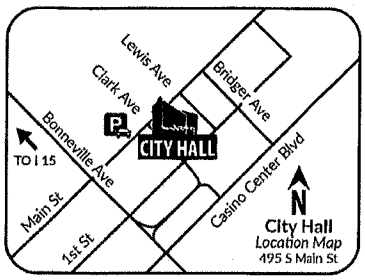
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Las Vegas, Nevada 89101

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City Council Meeting of **05/04/2022**

22-0154-EOT1
13935310029
1301 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89125

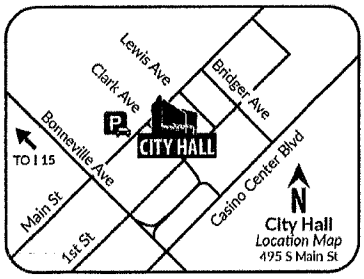
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Las Vegas, Nevada 89101

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22-0154-EOT1
13935310050
1322 FREMONT LLC
PO BOX 7516
LAS VEGAS NV 89125

33 89125

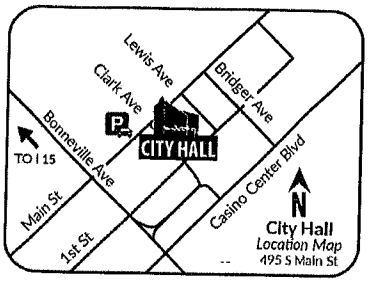
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22-0154-EOT1
13935310074
110 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 8RDGNP1 89125

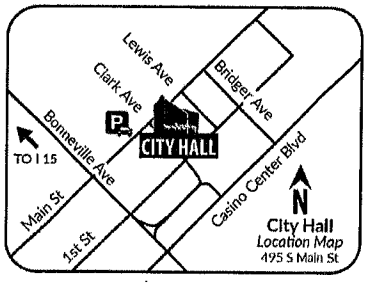
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Las Vegas, Nevada 89101

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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612032
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 8RDGNP1 89125

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

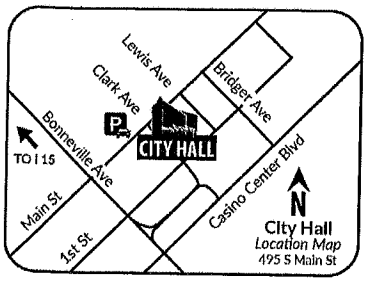
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934512029
209 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDGNP1 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

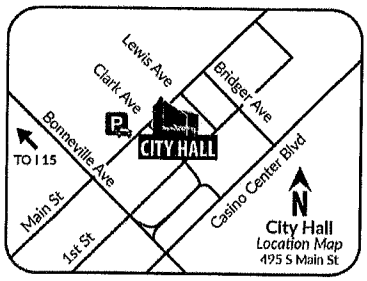
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13934601008
900 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDGNP1 89125

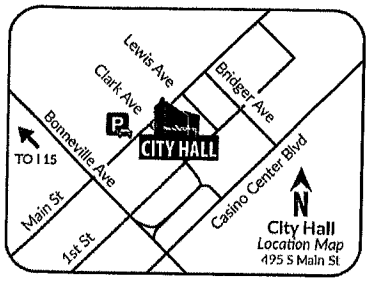
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13934601013
100 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89125

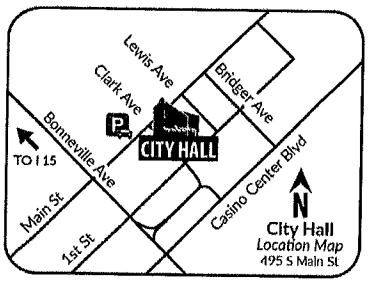
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13934611021
128 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89125

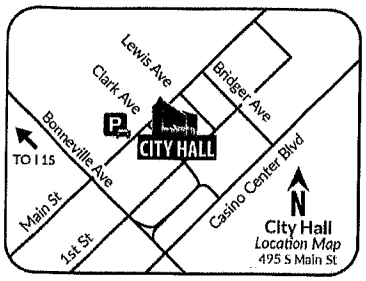
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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934611025
210 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89125

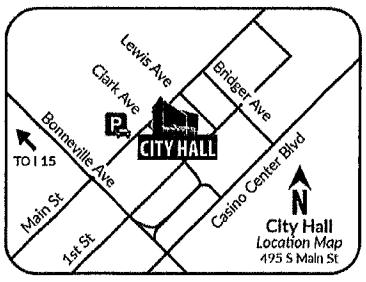
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Las Vegas, Nevada 89101

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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934611023
128 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89125

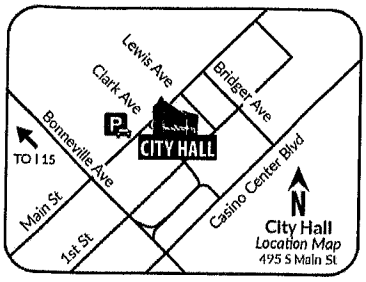
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612002
209 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCMP1 89125

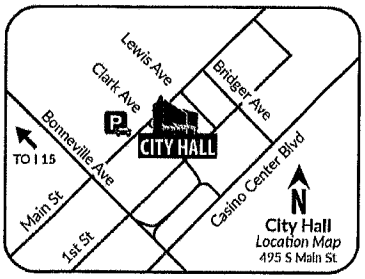
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612012
220 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCMP1 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

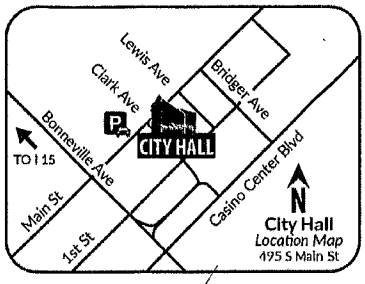
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612014
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCNP1 89125

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

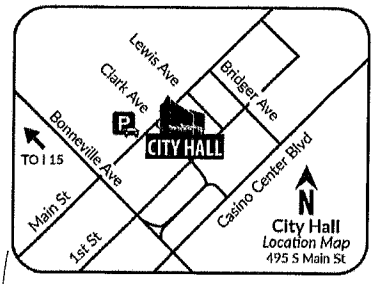
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612016
713 OGDEN L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCNP1 89125

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Las Vegas, Nevada 89101

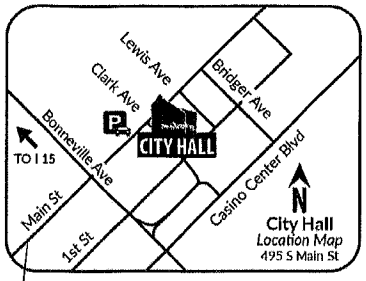
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612018
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89125

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Las Vegas, Nevada 89101

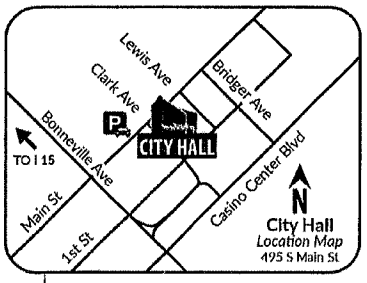
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612026
899 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89125

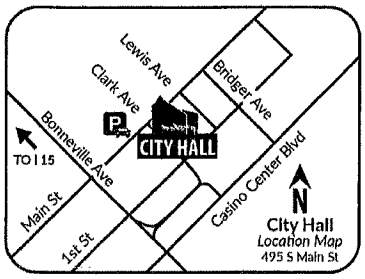
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612028
899 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89125

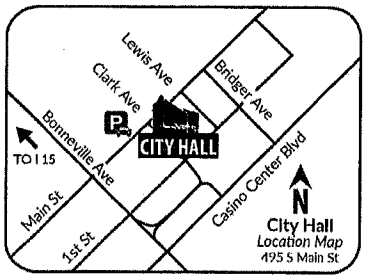
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612030
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

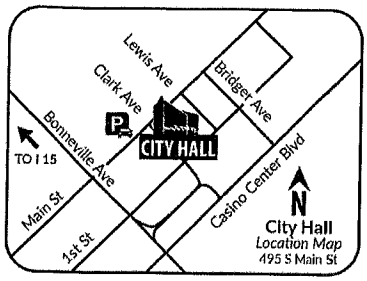
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22-0154-EOT1
13935310007
112 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

33 89125

City of Las Vegas, Office of The City Clerk
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Las Vegas, Nevada 89101

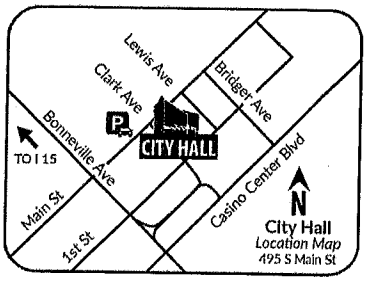
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22-0154-EOT1
13935310009
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

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33 89125

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Las Vegas, Nevada 89101

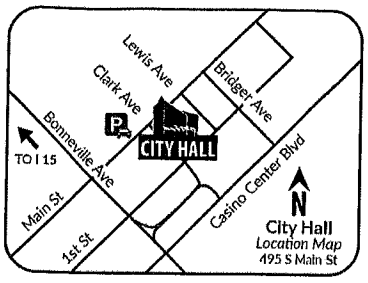
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13935310021
1200 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCNP1 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

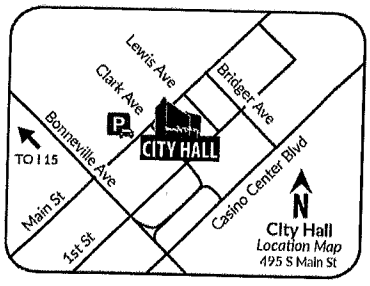
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13935310023
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDCNP1 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

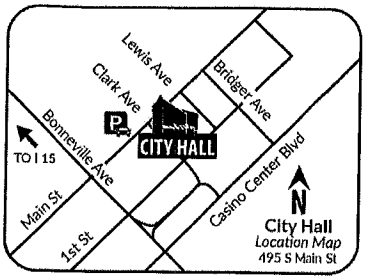
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13935310025
113 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

33 89109NP1 89125

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Las Vegas, Nevada 89101

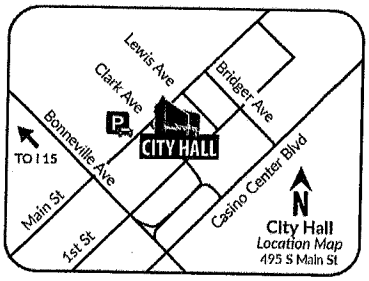
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22-0154-EOT1
13935310028
110 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

33 89109NP1 89125

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Las Vegas, Nevada 89101

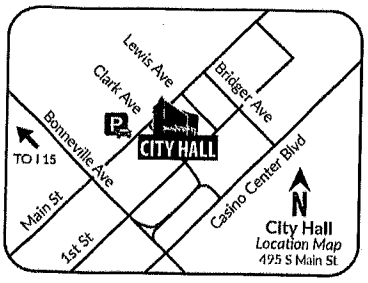
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22-0154-EOT1
13935310051
1301 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

33 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

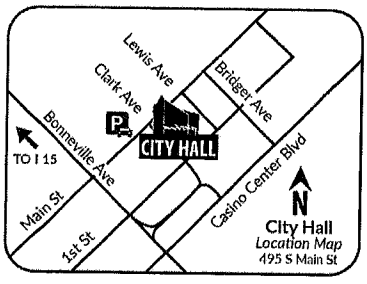
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22-0154-EOT1
13935310073
110 13TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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22-0154-EOT1

City Council Meeting of **05/04/2022**

33 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

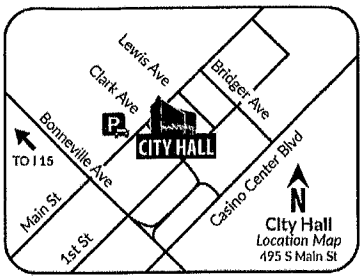
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934601007
707 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDGNP1 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

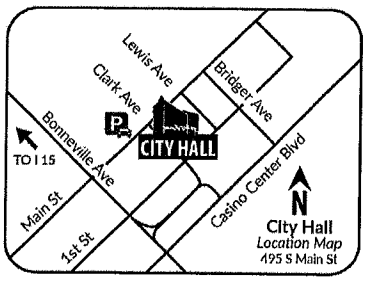
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934611022
128 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDGNP1 89125

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

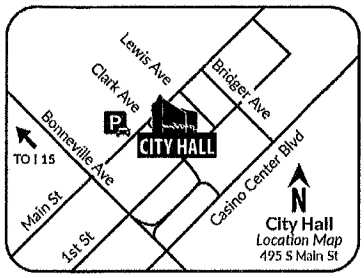
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934611024
612 CARSON L L C
PO BOX 7516
LAS VEGAS NV 89125

33 BRDGNP1 89125

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

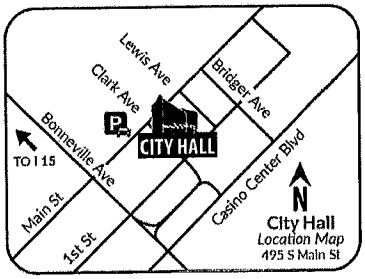
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13934611038
200 6TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

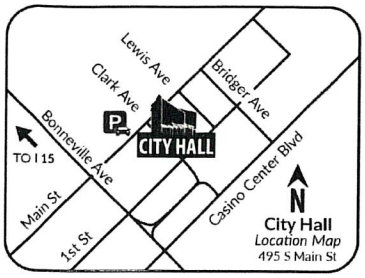
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22-0154-EOT1
13934612009
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

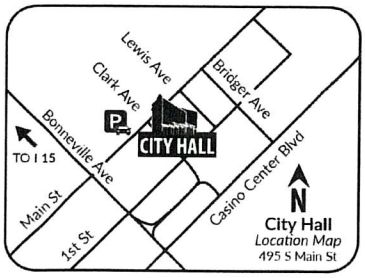
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612001
209 7TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

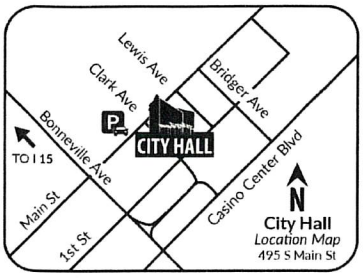
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612011
230 8TH STREET LLC
PO BOX 7516
LAS VEGAS NV 89125

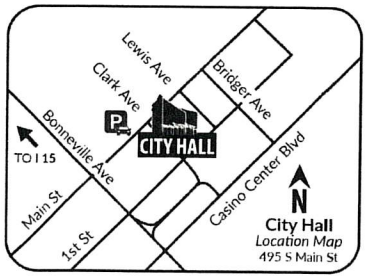
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612013
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

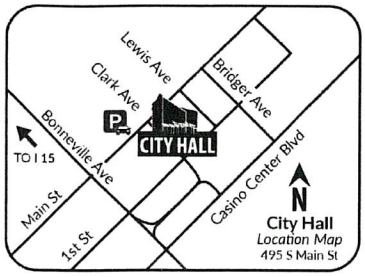
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612015
713 OGDEN L L C
PO BOX 7516
LAS VEGAS NV 89125

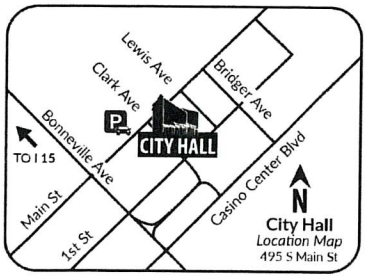
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City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612017
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

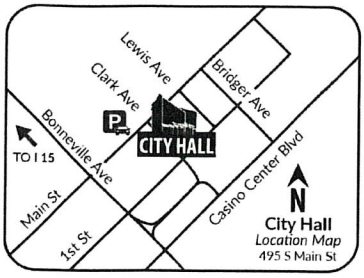
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612029
800 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

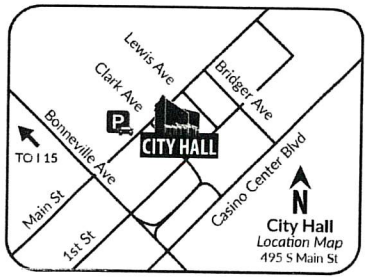
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612031
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

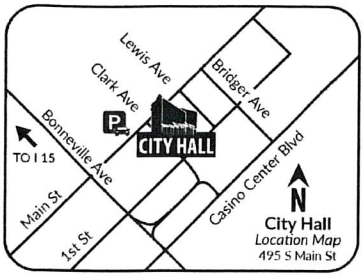
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612037
221 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

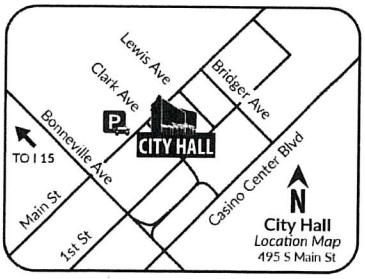
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612033
110 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

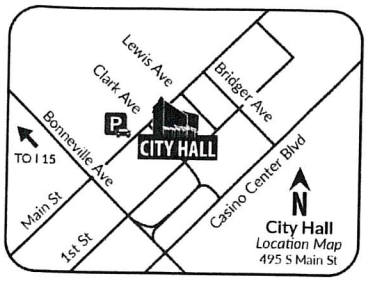
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22-0154-EOT1
13934612053
111 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

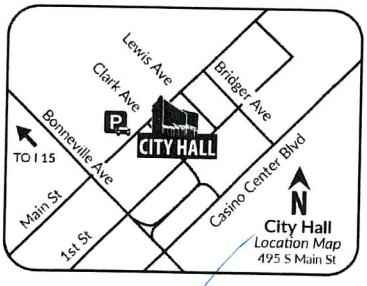
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22-0154-EOT1
13934612073
208 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

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City Council Meeting of **05/04/2022**

33 BRDGNP1 89125

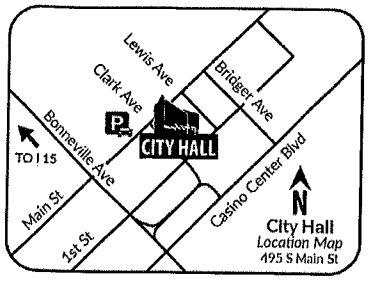
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Las Vegas, Nevada 89101

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City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612080
1000 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89109P1 89125

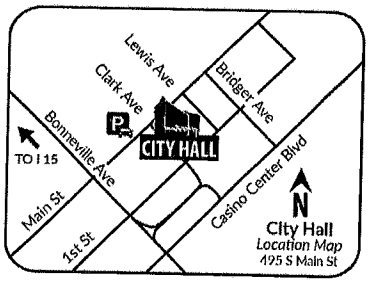
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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934701010
310 9TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

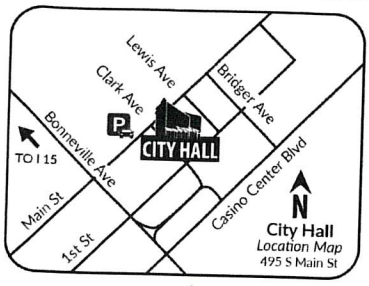
33 89109P1 89125

City of Las Vegas, Office of The City Clerk
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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934701014
116 10TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

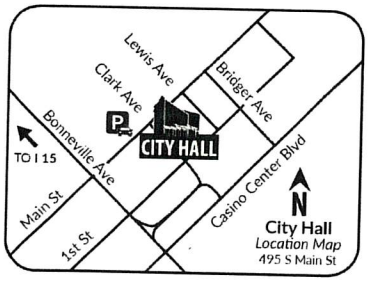
33 BRDGNP1 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934710052
210 8TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

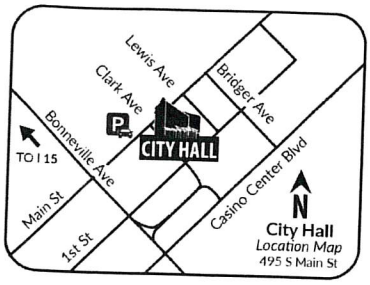
33 BRDGNP1 89125

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22-0154-EOT1
13934712083
202 11TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0154-EOT1

City Council Meeting of **05/04/2022**

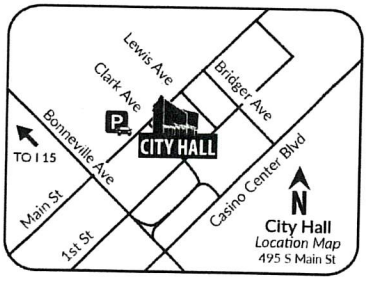
33 BRDGNP1 89125

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22-0154-EOT1
13934710059
701 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 89125

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

22-0154-EOT1

City Council Meeting of **05/04/2022**

33 BRDGNP1 89125

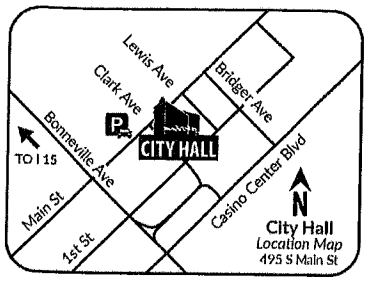
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RECEIVED
CITY CLERK
2022 APR 13 P 12:15



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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934712122
901 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 89125

33 89125

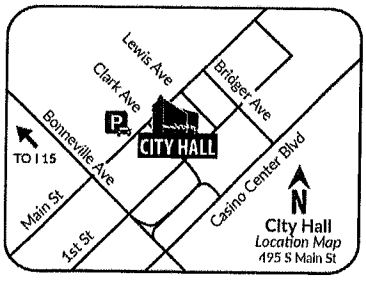
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Las Vegas, NV
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RECEIVED
CITY CLERK
2022 APR 13 P 12:15



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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934715001
11TH STREET TAVERN L L C
PO BOX 7516
LAS VEGAS NV 89125

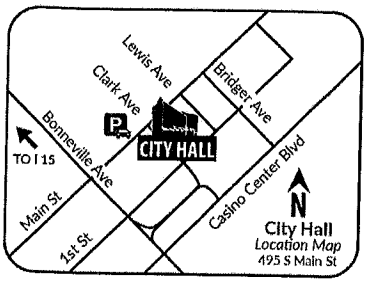
33 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13935211059
117 MARYLAND PKWY L L C
PO BOX 7516
LAS VEGAS NV 89125

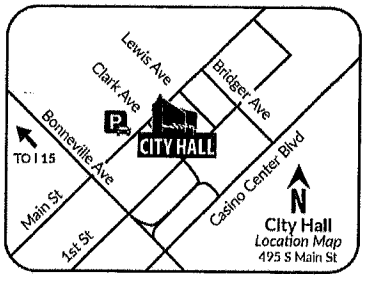
33 BRDCNP1 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13935211055
131 11TH STREET L L C
PO BOX 7516
LAS VEGAS NV 89125

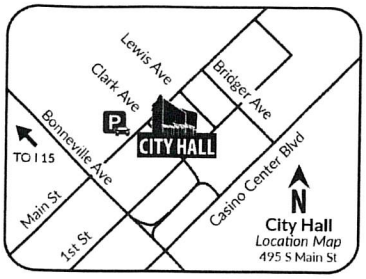
33 BRDCNP1 89125

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22-0154-EOT1
13934712068
901 BRIDGER L L C
PO BOX 7516
LAS VEGAS NV 89125

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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22-0154-EOT1

City Council Meeting of **05/04/2022**

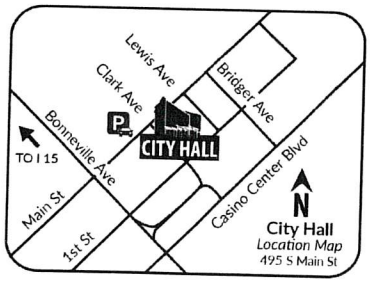
33 BRDGNP1 89125

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22-0154-EOT1
13935310001
1111 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

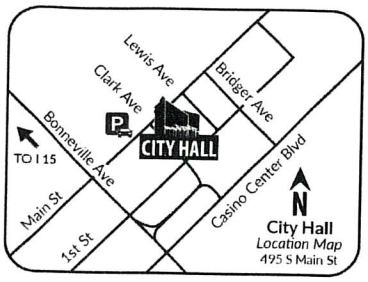
33 BRDGNP1 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

22-0154-EOT1
13934612027
899 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

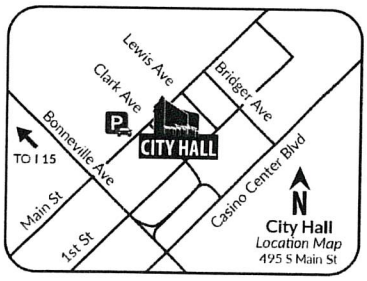
33 BRDGNP1 89125

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22-0154-EOT1

City Council Meeting of **05/04/2022**

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1100 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

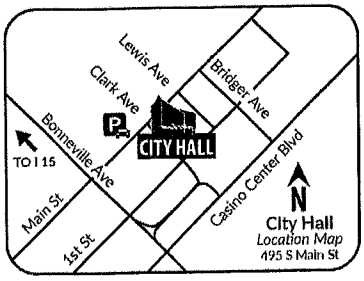
89125#7309 B029

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22-0154-EOT1
13935211024
1000 FREMONT L L C
PO BOX 7516
LAS VEGAS NV 89125

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

22-0154-EOT1

City Council Meeting of **05/04/2022**

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
36

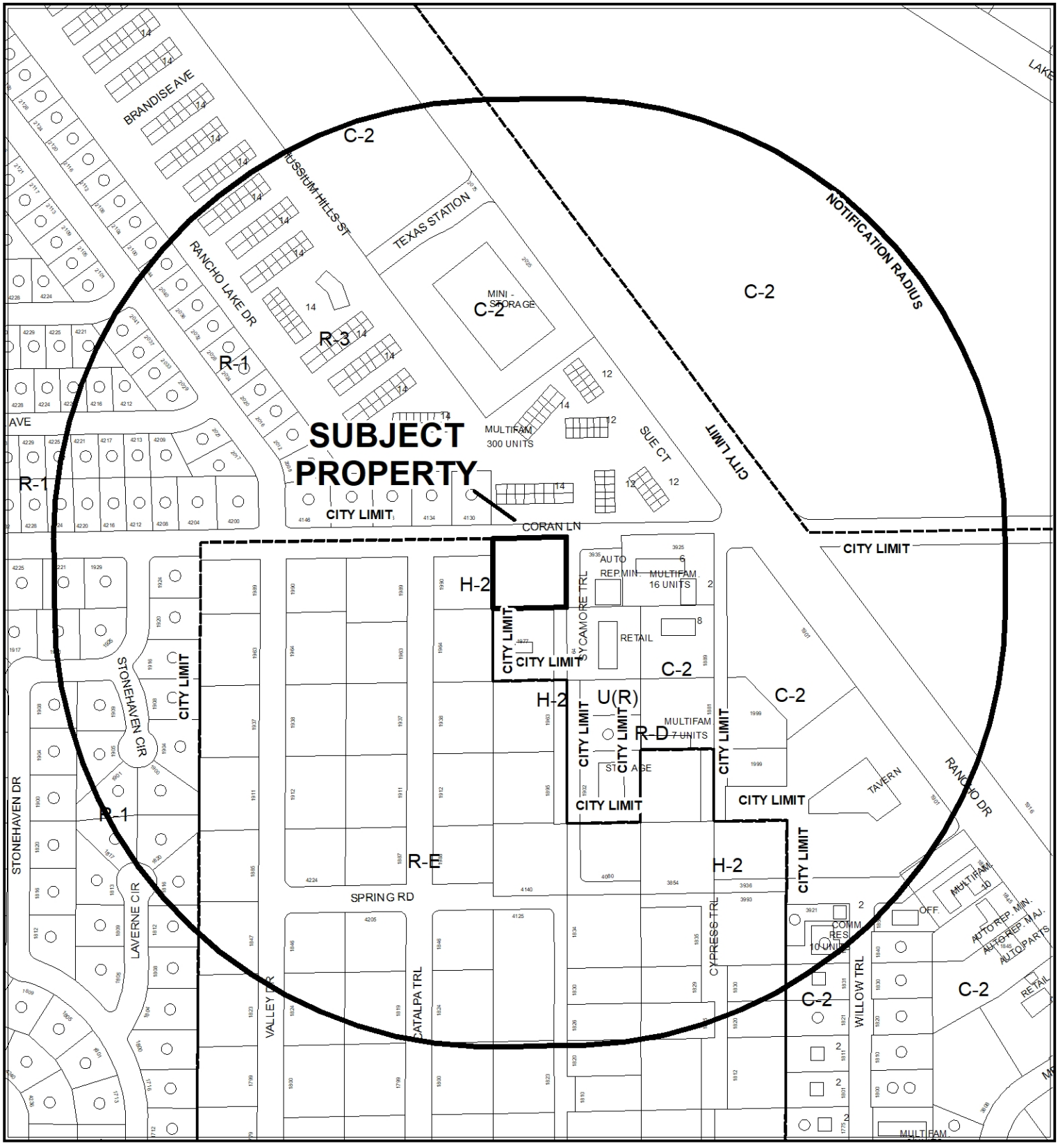
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0823 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHARD TORRES - OWNER: NV LANDSCAPES, LLC - For possible action on the following Land Use Entitlement project requests on 0.52 acres at the southwest corner of Coran Lane and Sycamore Trail (APN 139-19-701-001), Ward 5 (Crear). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (6-1 vote) recommends APPROVAL on the entire Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (6-1 vote) recommends APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map - 21-0823-ZON1
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Protest Postcard
8. Backup Submitted from the April 20, 2022 City Council Meeting
9. Backup Documentation Submitted for the March 8, 2022 Planning Commission Meeting



CASE: **21-0823**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



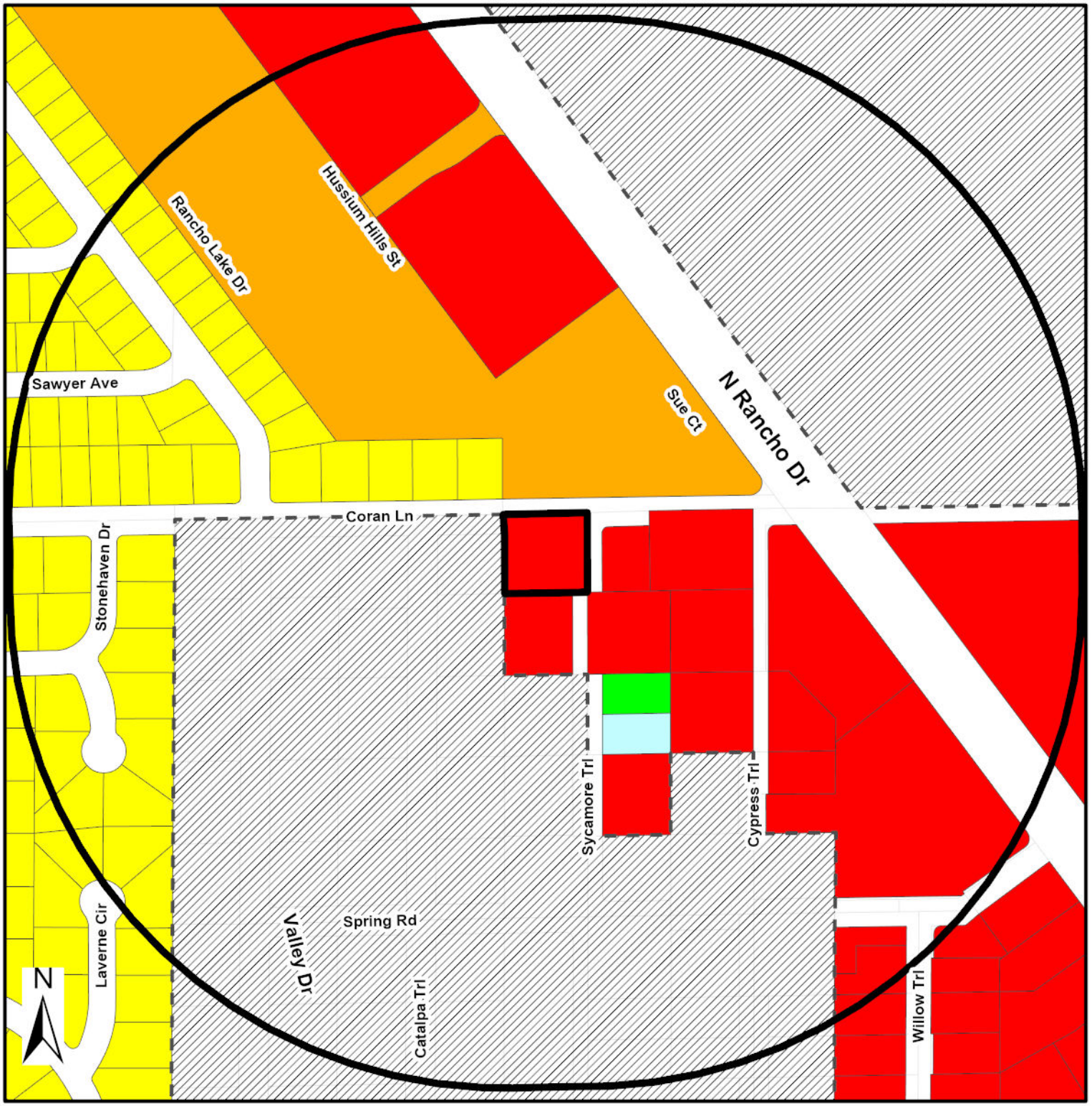
CASE: **21-0823**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

21-0823-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T3-N - T3 Neighborhood
- T3-N-O - T3 Neigborhood Open
- T4-C - T4 Corridor
- T4-MS - T4 Main Street
- T4-N - T4 Neighborhood
- T5-N - T5 Neighborhood
- T5-M - T5 Maker
- T5-MS - T5 Main Street
- T5-C - T5 Corridor
- T6-UC - T6 Urban Core
- T6-UG - T6 Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM C-2 TO M

Subject Property
Not City
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: Wednesday, December 29, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2022
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: RICHARD TORRES - OWNER: NV LANDSCAPES, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0823-ZON1	Staff recommends DENIAL.	
21-0823-SDR1	Staff recommends DENIAL, if approved subject to conditions:	21-0823-ZON1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 429 (by City Clerk)

PROTESTS 2

APPROVALS 1

JB

** CONDITIONS **

21-0823-SDR1 CONDITIONS

Planning

1. Approval of a Rezoning (21-0823-ZON1) and approval of and conformance to the Conditions of Approval for Variance (21-0823-VAR1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 12/26/21, except as amended by conditions herein.

4. A Waiver from Tile 19.08.100 is hereby approved, to allow a zero-foot wide landscape buffer along a portion of the south perimeter of the site.

5. An Exception from Title 19.08 is hereby approved, to allow zero trees within interior parking lot area where two trees are required.

6. An Exception from Title 19.08 is hereby approved, to allow eleven (11) 24-inch box trees within the perimeter landscape buffer where 22 trees are required.

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.

9. Pursuant to LVMC Title 19.08.040.G for commercial and industrial properties, a perimeter wall shall be constructed adjacent to any residential zoning district or property used solely for residential purposes. The wall or fence is intended to screen the commercial or industrial activity from the residential property, and shall be of a solid decorative material that is a minimum of six feet in height measured from the side of the commercial or industrial property. In no case shall the wall or fence exceed the overall height limitation applicable to the adjacent zoning district or

property unless approved through a Variance or other applicable means. The overall height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

11. 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.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Dedicate 30 feet of right-of-way adjacent to this site for Coran Lane, 30 feet for Sycamore Trail, and a 25 foot radius on the southwest corner of Coran Lane and Sycamore Trail prior to the issuance of permits for this site.

14. Construct half-street improvements on Coran lane and Sycamore Trail, including appropriate pavement transitions, meeting current City Standards adjacent to 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. Required off-site improvements may be modified/deferred if 21-0823-VAR1 is approved.

15. Prior to the issuance of permits, coordinate construction of the proposed block wall with the Traffic Engineering Division to ensure that the wall does not interfere with Sight Visibility Restriction Zones.

16. 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 request for a proposed Contractor's Plant, Shop & Storage Yard development on 0.62 acres at the southwest corner of Coran Lane and Sycamore Trail.

ISSUES

- The applicant has requested a Rezoning (21-0823-ZON1) from C-2 (General Commercial) to M (Industrial). Staff does not support this request.
- The applicant has requested Site Development Plan Review (21-0823-SDR1) for a Contractor's Plant, Shop & Storage Yard use on the subject site. Staff does not support this request.
- The Contractor's Plant, Shop & Storage Yard use is permitted in the M (Industrial) zoning district.
- The applicant has requested a Variance (21-0823-VAR1) to allow no required complete street improvements (curb/gutter/sidewalk/streetlights) where such is required. Staff does not support this request.
- The applicant has requested a Waiver from Title 19.08.100 to allow a zero-foot wide landscape buffer along a portion of the south perimeter of the site. Staff does not support this request.
- The applicant has requested an Exception from Title 19.08.110, to allow zero interior parking lot trees where two trees are required. Staff does not support this request.
- The applicant has requested an Exception from Title 19.08, to allow eleven (11) 24-inch box trees within the perimeter landscape buffer where 22 trees are required. Staff does not support this request.

ANALYSIS

The applicant has proposed a Site Development Plan Review (21-0823-SDR1) to develop a Contractor's Plant, Shop & Storage Yard development on 0.62 acres at the southwest corner of Coran Lane and Sycamore Trail. The subject site is located in the Twin Lakes Sector of the 2050 Master Plan. The site consists of one parcel, that is currently zoned C-2 (General Commercial) with a TOC-2 (Transit Oriented Corridor - 2) General Plan designation. The City of Las Vegas 2050 Master Plan indicates the intent of the TOC-2 (Transit Oriented Corridor - 2) designation is to focus on creating lower intensity, linear corridor mixed use, suitable for future bus rapid transit corridors. Land uses within this designation are intended to incorporate shopping, services, dining, employment, residential, office and civic uses.

JB

In addition, the applicant has requested a Rezoning (21-0823-ZON1) from C-2 (General Commercial) to M (Industrial) in order to facilitate the proposed Contractor's Plant, Shop & Storage Yard use. A Contractor's Plant, Shop & Storage Yard use is defined in Title 19.12 as: "A facility for the storage and maintenance of contractor's supplies and operational equipment, including accessory office uses." The proposed Rezoning to M (Industrial) will permit the proposed use.

The M (Industrial) zone is intended to provide for heavy manufacturing industries in locations where they will be compatible with and not adversely impact adjacent land uses. This district is intended to be located away from all residential development. Currently, the M zoning district is temporarily allowed within the TOC-2 (Transit Oriented Corridor - 2) General Plan designation, but will be phased into another category after action is taken by the Planning Commission and City Council to establish new zoning districts for the designation. Adjacent to the south and east is an existing storage yard and Auto Repair Garage that are zoned C-2 (General Commercial). To the north is an existing multi-family residential development that's zoned R-3 (Medium Density Residential) and to the west is an existing single-family detached dwelling that's zoned H-2 (General Highway Frontage) within the Clark County jurisdiction.

The site plan indicates the site will be utilized to store four enclosed shipping containers and will provide two on-site parking spaces within an outdoor storage area. The site has been designed to adhere to Title 19.08.040(4)(e) outdoor storage screening development standards. All items stored on the site are located within the established building setbacks, which requires a ten-foot setback from the front and side yard property lines. In addition, the applicant has proposed to screen the site with an eight-foot tall wall in accordance with Title 19.08.040(4)(e) outdoor storage screening development standards, which requires that outdoor storage areas shall be screened from public view from all rights-of-way and adjoining properties with a solid structure that is at least eight feet in height.

The site plan indicates that there are no habitable structures associated with the site design. The perimeter landscaping has not been designed to comply with Title 19.08.040 development standards. The applicant has requested a Waiver to allow a zero-foot wide landscape buffer along a portion of the south perimeter of the site. Staff does not support this request. In addition, the applicant has requested an Exception from Title 19.08, to allow eleven (11) 24-inch box trees within the perimeter landscape buffer where 22 trees are required. Staff does not support the requested Waiver and Exception.

The landscape schedule provided on the landscape plan indicates the primary tree species will be 24-inch box “African Sumac” and 24-inch box ”Chitalpa” trees with a combination of five-gallon and three-gallon “Texas Ranger” and “Japanese Bowwood” shrubs, which are consistent with the Southern Nevada Regional Planting List. Also, the applicant has requested an Exception from Title 19.08.110 development standards, to allow zero interior parking lot trees where two trees are required.

Access to the site is provided from Sycamore Trail, which is designated as a 60-foot wide Local Street as designated by Title 13. The submitted site plan depicts one standard and one van accessible ADA parking spaces, on a paved surface within the storage area, which complies with Title 19.12 parking development standards. The applicant has requested a Variance (21-0823-VAR1) for the proposed development to allow no offsite half-street improvements (curb, sidewalks, gutters) where such are required on Mountain Trail and Sunset Drive adjacent to the subject site. The Department of Public Works notes that the subject site is adjacent to existing street improvements on two sides (north and east). As such, the Department of Public Works recommends that this site meet current roadway standards; therefore, staff recommends denial of this request.

Staff has determined the proposed project is not compatible with surrounding development in the area, as existing residential uses are adjacent to the subject site to the north and west. Furthermore, the requested M (Industrial) zoning district does not comply with the existing TOC-2 (Transit Oriented Corridor - 2) General Plan designation. The intent of the general plan designation is to focus on creating lower intensity, linear corridor mixed use, suitable for future bus rapid transit corridors. The intended uses for this area are shopping services, dining, employment, residential, offices and civic land uses, further reinforcing the incompatibility of the proposed development with surrounding land uses. Therefore, staff recommends denial of this project with conditions.

FINDINGS (21-0823-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Rezoning (21-0823-ZON1) application from C-2 (General Commercial) to M (Industrial) on the subject site is not consistent with the intent of the existing TOC-2 (Transit Oriented Corridor - 2) General Plan designation. The intent of the designation is to focus on creating lower intensity, linear corridor mixed use, suitable for future bus rapid transit corridors.

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 intended uses for the TOC-2 (Transit Oriented Corridor - 2) General Plan designation are shopping services, dining, employment, residential, offices and civic land uses, which further reinforces the incompatibility of the proposed M (Industrial) zoning district with the surrounding land uses.

3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.

Growth and development factors in the surrounding community do not indicate the need for industrial zoning encroaching into the commercial properties located on Coran Lane.

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.

Site access is provided from Sycamore Trail, which is a 60-foot wide Local Street as designated by the Title 13. This street is sufficient in size to accommodate the needs of the proposed use.

FINDINGS (21-0823-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to not install offsite half-street improvements (curb, sidewalks, gutters) where such are required. Installation of the required half-street improvements would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (21-0823-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Contractor's Plant, Shop & Storage Yard use is not compatible with adjacent development, particularly with the residential dwelling to the north and west of the subject site and commercial land uses to the south and east.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development is not consistent with TOC-2 (Transit Oriented Corridor - 2) General Plan designation, the intent of the designation is to focus on creating lower intensity, linear corridor mixed use, suitable for future bus rapid transit corridors. However, the development does comply with Title 19 outdoor screening development standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is provided from Coran Lane and Sycamore Trail, which are both 60-foot wide Local Streets as designated by Title 13. This street is sufficient in size to accommodate the needs of the proposed use.

4. **Building and landscape materials are appropriate for the area and for the City;**

   No new buildings are proposed as part of the development. The primary tree species provided throughout the development will be 24-inch box "Chitalpa" and 24-inch box "African Sumac" trees with five-gallon "Texas Ranger" and "Japanese Box Wood" shrubs, which are consistent with the Southern Nevada Regional Planting 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;**

   No new buildings are proposed as part of the development.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Development of the site will be subject to inspections, thereby protecting the health, safety and general welfare of the public.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
10/22/85	The City Council approved a request for a Petition of Annexation [A-0006-85(A)] for property generally located on the southwest corner of Coran Lane and Sycamore Trail.
02/13/04	A Code Enforcement case (#CE-9875) was processed for litter located on the subject site. The case was resolved on 02/13/04.
01/07/05	A Code Enforcement case (#CE-24977) was processed for a motorhome with someone living inside on the subject site. The case was resolved on 01/11/05.

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
10/12/09	A Code Enforcement case (#CE-82949) was processed for trash and debris located on the subject site. The case was resolved on 10/09/09.
05/12/16	A Code Enforcement case (#CE-166761) was processed for trash and debris located on the subject site. The case was resolved on 06/28/16.
07/26/16	A Code Enforcement case (#CE-169081) was processed for trash and debris located on the subject site. The case was resolved on 08/11/16.
02/16/18	A Code Enforcement case (#CE-185973) was processed for storage of trucks and heavy equipment on the subject site. The case was resolved on 05/31/18.
01/03/18	A Code Enforcement case (#CE-185114) was processed for parking and working on vehicles located on the subject site. The case was resolved on 01/11/18.
09/12/18	A Code Enforcement case (#CE-192938) was processed for storage of trucks and heavy equipment on the subject site. The case was resolved on 12/19/18.
05/29/19	A Code Enforcement case (#CE-200502) was processed for storage of vehicles on the subject site. The case was resolved on 06/25/19.
07/18/19	A Code Enforcement case (#CE19-01289) was processed for storage of vehicles on the subject site. The case was resolved on 12/16/19.
11/25/20	A Code Enforcement case (#CE20-06138) was processed for squatters living on the subject site. The case was resolved on 12/07/20.
12/28/20	A Code Enforcement case (#CE20-06476) was processed for an illegal outdoor mechanic on the subject site. The case was resolved on 06/22/21.
06/02/21	The City Council approved a request for a General Plan Amendment (21-0029-GPA1) to adopt the City of Las Vegas 2050 master plan and amend the City of Las Vegas general plan from various categories to TOD-1 (Transit Oriented Development-1), TOD-2 (Transit Oriented Development-2), TOC-1 (Transit Oriented Corridor-1), TOC-2 (Transit Oriented Corridor-2), or NMXU (Neighborhood Center Mixed Use) within the City of Las Vegas.
02/08/222	The Planning Commission voted (6-0) to HOLD IN ABEYANCE 21-0823 [ZON1, VAR1 and SDR1] to the March 8, 2022 Planning Commission meeting.

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
03/08/22	The Planning Commission (6-1 vote) recommends APPROVAL on the following Land Use Entitlement project requests on 0.52 acres at the southwest corner of Coran Lane and Sycamore Trail (APN 139-19-701-001), Ward 5 (Crear). • **21-0823-ZON1** - REZONING - FROM: C-2 (GENERAL COMMERCIAL) TO: M (INDUSTRIAL) • **21-0823-SDR1** - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED CONTRACTOR'S PLANT, SHOP & STORAGE YARD DEVELOPMENT WITH A WAIVER OF PERIMETER LANDSCAPE DEVELOPMENT STANDARDS

Most Recent Change of Ownership	
08/25/21	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no Building Permits or Business Licenses associated with the subject site.

Pre-Application Meeting	
12/20/21	A pre-application meeting was conducted with the applicant to go over the application materials and submittal requirements for a Rezoning, Variance and Site Development Plan Review on the subject site for a proposed Contractor's Plant, Shop & Storage Yard development.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
12/30/21	During a routine site inspection staff noted the subject site currently being used to store large storage containers and equipment and has a corrugated metal perimeter fence adjacent to Coran Lane and Sycamore Trail.

Details of Application Request	
Site Area	
Net Acres	0.52

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	TOC-2 (Transit Oriented Corridor-2)	C-2 (General Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Single Family, Detached	TOC-2 (Transit Oriented Corridor-2)	C-2 (General Commercial)
East	Auto Repair Garage, Minor	TOC-2 (Transit Oriented Corridor-2)	C-2 (General Commercial)
West	Single Family, Detached	LM (Lone Mountain) – Clark County	H-2 (General Highway Frontage – Clark County)

Master and Neighborhood Plan Areas	***Compliance***
Master Plan 2050 Area: Twin Lakes	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 35 and 70 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.100, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	100 Feet	125 Feet	Y
Min. Setbacks			
• Front (east)	10 Feet	N/A	Y
• Corner Side (north)	10 Feet	N/A	Y
• Side (south)	10 Feet	N/A	Y
• Rear (west)	0 Feet	N/A	Y
Max. Lot Coverage	N/A	N/A	Y
Max. Building Height	N/A	N/A	Y

Existing Zoning	***Permitted Density***	***Units Allowed***
C-2 (General Commercial)	N/A	N/A
Proposed Zoning	***Permitted Density***	***Units Allowed***
M (Industrial)	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
TOC-2 (Transit Oriented Corridor-2)	N/A	N/A

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	6 Trees	6 Trees	Y
• South	1 Tree / 20 Linear Feet	6 Trees	0 Trees	N*
• East	1 Tree / 20 Linear Feet	5 Trees	5 Trees	Y
• West	1 Tree / 20 Linear Feet	5 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**22 Trees**	**11 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	2 Trees	0 Trees	N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		15+ Feet	Y
• South	8 Feet		0 Feet	N***
• East	15 Feet		15+ Feet	Y
• West	8 Feet		8+ Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		8 Feet	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Coran Lane	Local Street	Title 13	60	Y
Sycamore Trail	Local Street	Title 13	60	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Contractor's Plant, Shop & Storage Yard	N/A	1:500	0				
TOTAL SPACES REQUIRED			0		2		Y
Regular and Handicap Spaces Required			0	0	1	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Pursuant to Title 19.08.100 an eight-foot wide landscape buffer is required along the interior lot lines.	To allow a zero-foot wide landscape buffer along a portion of the south perimeter of the site.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Title 19.08 interior parking lot development standards require one tree per six uncovered spaces, plus one tree at the end of each row of spaces.	To allow zero trees within interior parking lot area where two trees are required.	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) _____

Project Address (Location) Southwest corner of Coran and Sycamore trail

Project Name Equipment Storage Yard **Proposed Use** contractors plant

Assessor's Parcel #(s) 13919701001 **Ward #** 5

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-2 Proposed M

Additional Information _____

Property Owner NV Landscapes LLC Contact Richard Torres
Address 7495 W. Azure Dr #224 City Las Vegas State NV Zip 89130
E-mail richard@nvlandscapesllc.com Phone (702) 539-2944

Applicant Richard Torres Contact —
Address 5708 Emerald View st City Las Vegas State NV Zip 89130
E-mail richard@nvlandscapesllc.com Phone (702) 539-2944

Representative David Strait Contact _____
Address 1223 Heather Oaks way City N Las Vegas State NV Zip 89031
E-mail dave.dwstrait@cox.net Phone (702) 239-1838

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 Richard Torres

Subscribed and sworn before me
This 24 day of December, 2021
Clark County Nevada
Notary Public in and for said County and State

DASHA N. BROWN
Notary Public, State of Nevada
No. 20-0480-01
My Appt. Exp. Sept. 1, 2024

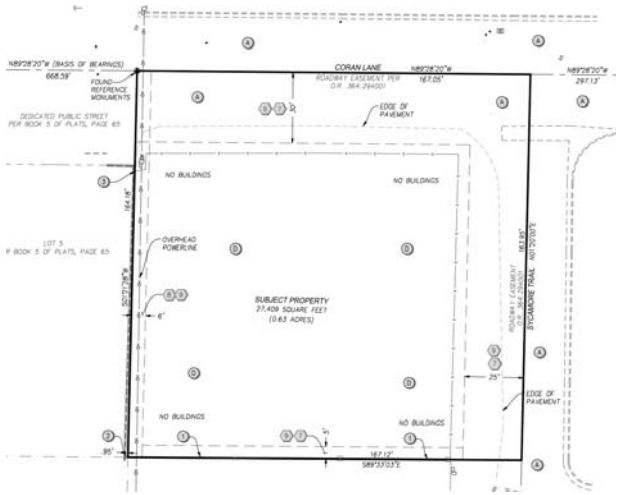
21-0823
12/26/2021

NV Landscapes LLC

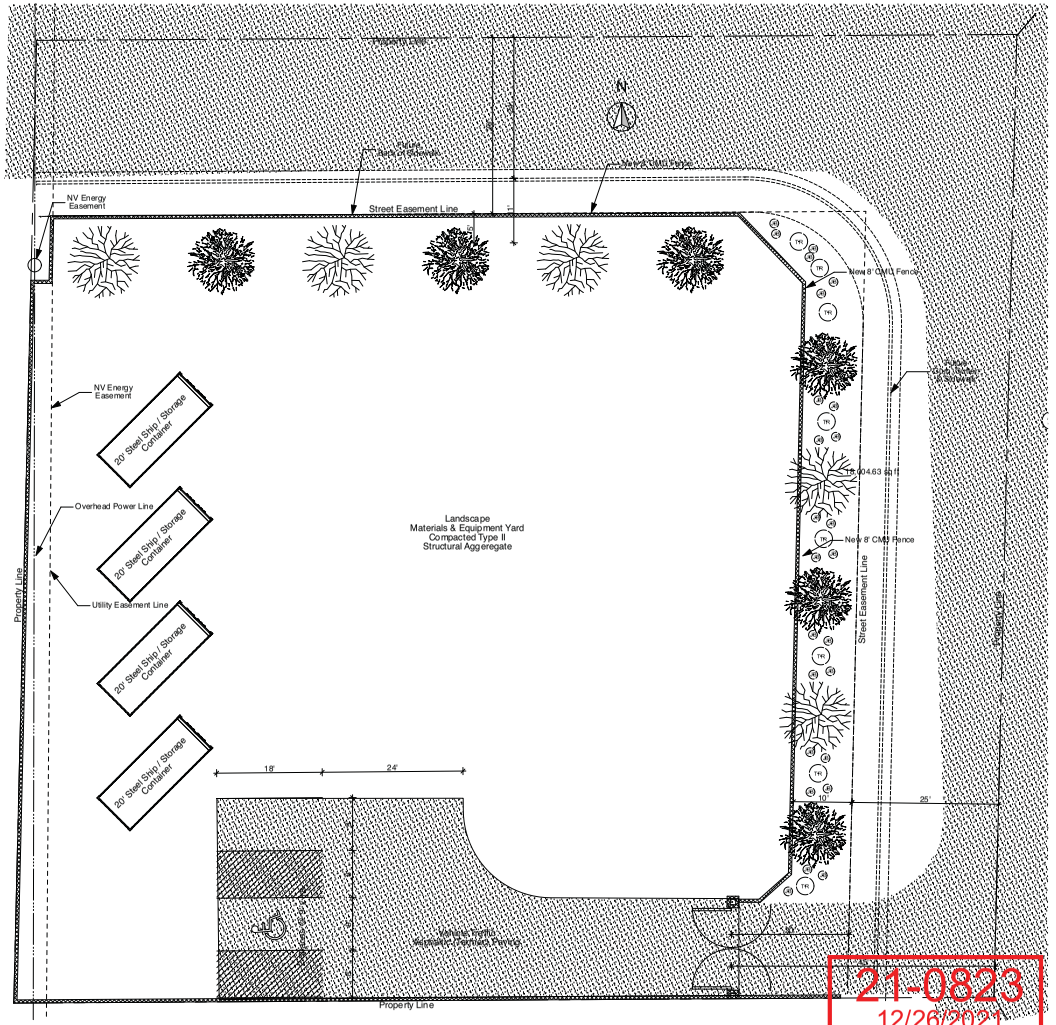
Equipment and Materials Storage Yard

Special Use Permit and Waivers

Owner: Richard Torres and Marci Torres 702 708-6905



Survey Excerpt



Site Plan NV Landscapes

SCALE: 1" = 10'

21-0823
12/26/2021

D. W. Strait
Architecture & Planning
#2841
dave.dwstrait@cox.net
1223 Heather Oaks Way
North Las Vegas, NV 89031
Tel: 702 239-1838
Fax: 702 642-8600

NV Landscapes LLC
Equipment and Materials Storage Yard
City of Las Vegas APN 139-19-701-001

Site Plan & Cover Sheet

Revisions

Date: 12/26/2021
Job: 2155
Drawn: DWS
Sheet: A0

Plant Legend

Tree - African Sumac

Tree - Chitalpa

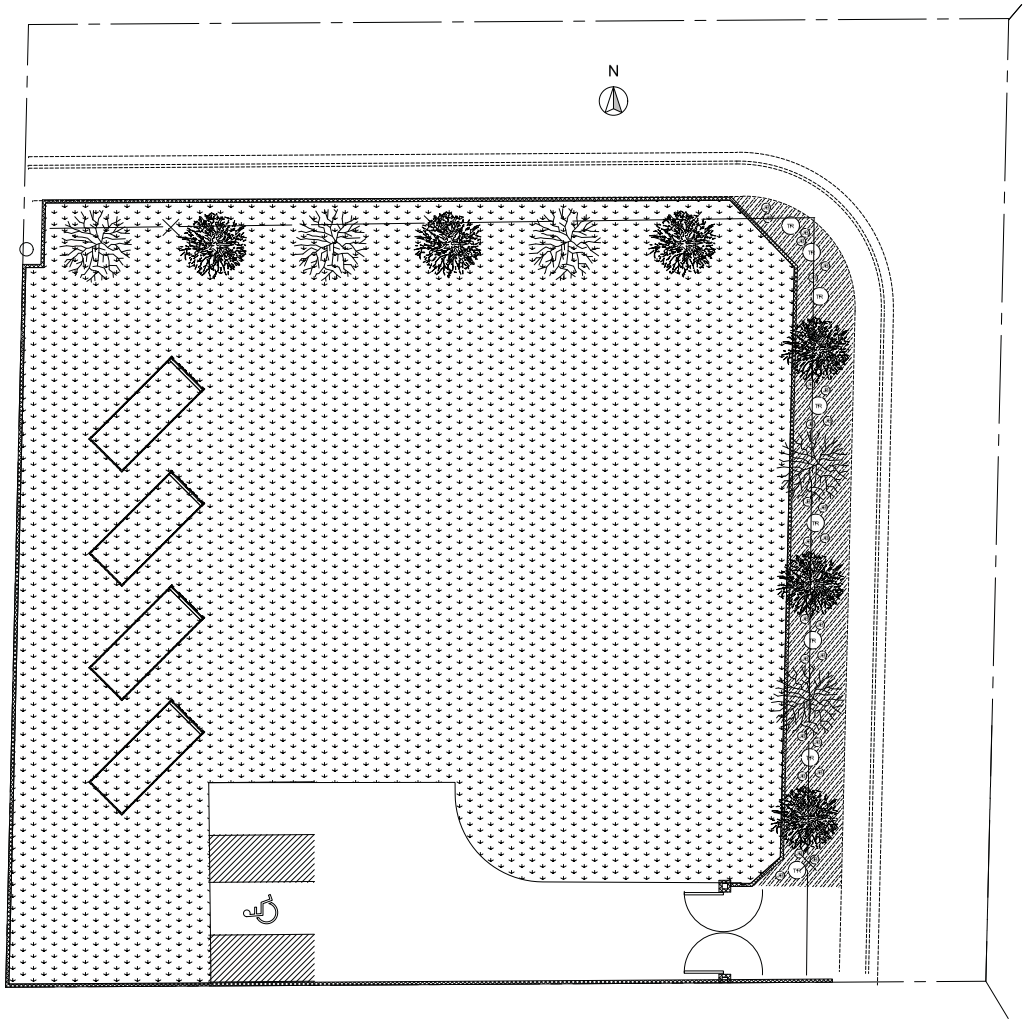
Shrub - Texas Ranger

Shrub - Japanese Boxwood

LABEL	TYPE	COMMON NAME / BOTANICAL SPECIES	Size
TR	Shrub	Texas (Ranger) Sage / Leucophyllum Frutenscens	5 Gal
JB	Shrub	Japanese Boxwood/Buxus microphylla	3 Gal
C	Tree	Chitalpa / Chitalpa Tashkentensis	24" Box
S	Tree	Tree - African Sumac (Rhus lancea)	24" Box

Rock Mulch = 3/4" Decomposed Granite

Mulch - Compacted Type II structural Road Base Aggregate compact to 90 % standard Procter Density.



planting Plan

SCALE: 1" = 10'

21-0823
12/26/2021

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Tel: 702 239-1838
Fax: 702 642-8600

NV LANDSCAPES LLC
Equipment and Materials Storage Yard
City of Las Vegas APN 139-19-701-001

Landscape Plan

Revisions

Date: 12/26/2021
Job: 2155
Drawn: DWS

Sheet:

LS1

1. Concrete Used In Floor Slabs-on-grade And Integral Foundation Footings Will Be Of An Approved Mix UsingType V (Sulfate Resistant) Cement Which Has Been Demonstrated To Produce A Cylinder Breaking Strength Of At Least 4500 Psi. At 28 Days Of Controlled Curing.

Quality Assurance Testing On Site Is Not Required When High Strength Formulas (Greater Than 2500Psi) Is Required Only For Chemical Resistance To Sulfates, Which Is The Case In This Project

2. Foundation Concrete Will Be Placed On Existing Compacted "Type II" Structural Fill Gravel Which is standard for paving and flatwork at this site.

Prior To Placement Of Foundation Concrete The Trench And Reinforcing Will Be Inspected By The Building Official And The Owner Or His Delegated Representative. The Trench Base Will Be Moistened Twice, 1) One Hour Before, And 2) Immediately Prior To Concrete Placement To Assure That The Fresh Concrete Does Not Lose Moisture To The Adjacent Soil.

3. Slab-on-grade Concrete Will Be Placed Over A 6 Mil Visqueen (Polyethylene Membrane Film) Layer On compacted or undisturbed earth.

Imported fill earth will be either "Type II" Gravel, according to an approved geotechnical report, compacted to a proctor density of 90%, or in lieu of compacted earth fill may be accomplished with a lean mix concrete slurry of sand and cement with at least one 90 pound bag of Portland cement per cubic yard of sand and gravel slurry material. Slurry fill shall be placed and allowed to cure for at least 24 hours before placing any concrete slabs, stairs, or other concrete on top.

4. Concrete Will Be Placed Only When Ambient Temperatures Are At Least 40° F. And Apparently Rising. Concrete Will Not Be Placed When Ambient Temperatures Exceed 85° F. At The Beginning Of The Placement. Concrete Placements In Temperatures Outside Of These Limits Will Not Be Accepted Unless Specific Procedures For The Prevailing Conditions Are Engineered And Supervised By The Architect And Approved By The Building Official.

5. Designated Smooth Concrete Floors And Exterior Sidewalk Will Be Floated Level And Steel Trowelled To A Smooth Finish. Final Texture Treatment (Broom Finish, Etc.) Will Be Done Immediately After Final Troweling.
Install 1" deep saw-cut Control Joint At 10'-12' O.C. Except Where V-groove Tooled Concrete Provides Equal Crack Control.

6. Within One Hour After The Final Troweling A Spray-on Clear -drying Liquid Polymer Curing Membrane Will Be Applied By The Finisher To All Exposed Concrete Surfaces.

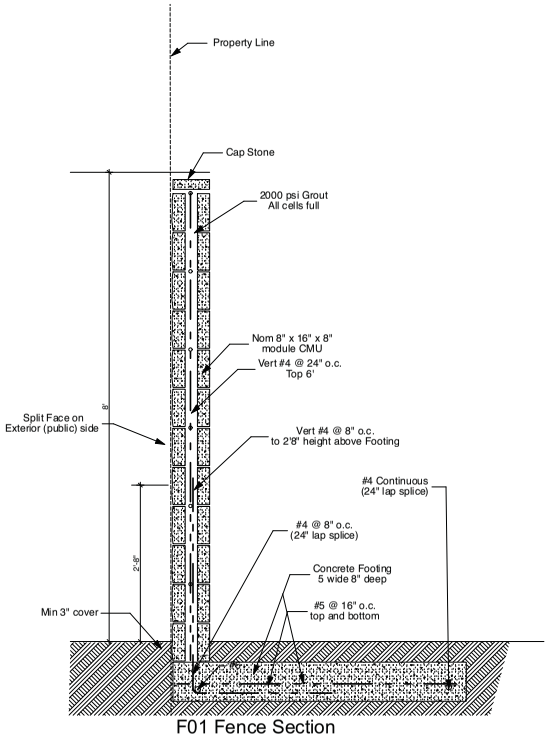
7. The Finished Concrete Work Will Be Barricaded, Isolated, And Guarded As Necessary To Protect It From Damage By Weather, Vandalism, Random Animal Traffic, Etc. Until The Set Is Sufficient To Withstand Incidental Damage.

8. Reinforcing Steel Shall Conform To Astm A615, Grade 60.

9. Welded Wire Fabric (WWF), If Used Shall Conform To Astm A185. In Floor Slabs Reinforcing May Be Comprised Of #3 Deformed Steel As Per Note 8 Placed In A Grid No More Than 24" (unless otherwise shown on the plans) On Center In Each Direction, And Located Midway Between Top And Bottom Of The Slab.

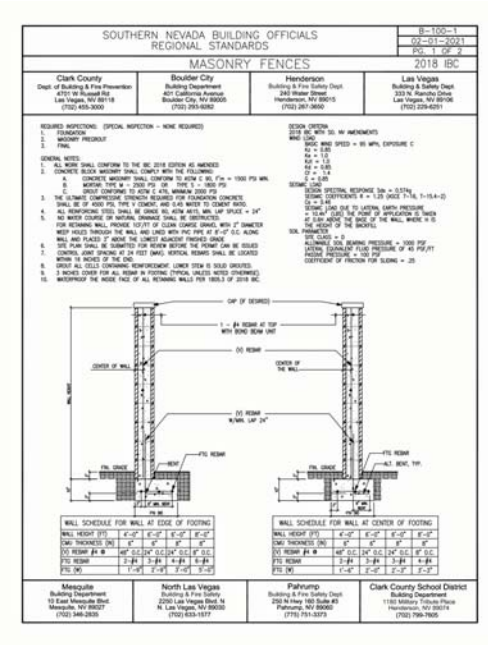
10. Anchor Bolts Where Shown Shall A36 Steel And Shall Be Furnished With Two Nuts Each. Weld Plate Inserts Where Shown Will Be 1/2" Thick A36 Steel With Welded Deformed Reinforcing Rod Unless Otherwise Specified. Steel sleeve imbeds for insertion of handrails or guards shall be common steel pipe.

11. Horizontal Reinforcing Bars Shall Be Continuous Around Corners Or Corner Bars Of Equal Size And Spacing Shall Be Added To Provide Minimum Of 48 Diameters (24" For #4) Of Lap. At All Other Places , Splicing Of Reinforcing Bars Shall Be Staggered And A 48 Diameter Splice Lap Shall Be Observed.

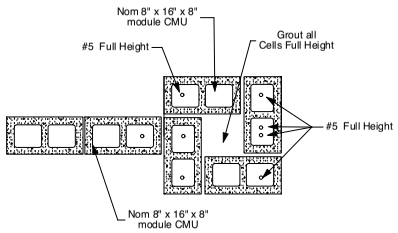


F01 Fence Section

SCALE: 1" = 1'-0"



Standard CMU Fence



GP1 Post Detail

SCALE: 1" = 1'-0"

21-0823
12/26/2021

D. W. Strait
Architecture & Planning
#2841
dave.dwstrait@cox.net
1223 Heather Oaks Way
North Las Vegas, NV 89031
Tel: 702 239-1838
Fax: 702 642-8600

LV LANDSCAPES LLC
Equipment and Materials Storage Yard
City of Las Vegas APN 139-19-701-001

8' CMU Fence

Revisions

Date:

Job: 2155

Drawn:

Sheet:

F1



21-0823-ZON1 AND 21-0823-SDR1 - APPLICANT: RICHARD TORRES - OWNER: NV LANDSCAPES, LLC
SOUTHWEST CORNER OF CORAN LANE AND SYCAMORE TRAIL

12/30/2021



21-0823-ZON1 AND 21-0823-SDR1 - APPLICANT: RICHARD TORRES - OWNER: NV LANDSCAPES, LLC
SOUTHWEST CORNER OF CORAN LANE AND SYCAMORE TRAIL

12/30/2021

D. W. STRAIT Architecture & Planning
1223 Heather Oaks Way • North Las Vegas • Nevada 89031
Tel (702) 239-1838 • Fax (702) 642-8600 • Email: dave.dwstrait@cox.net

Date: December 23, 2021

To: City of Las Vegas Planning Commission and Staff

Subject: **Jusification Letter**
Request for Site Development Design Review (SDR) and
Zone Change from C-2 to M and
Allow Contractor's Plant, Shop, and Storage Yard and
Variance to Allow and Eight Foot High CMU Fence and
Waiver of landscaping buffer standards, and
Deferral of offsite improvements.
Parcel 139-19-701-001 SW corner of Coran Lane and Sycamore Trail.

Request
We request land use approvals to rezone from C-2 to M to allow this parcel to be used as a Contractor's Plant, Shop, and Storage Yard

Background
This parcel is enclosed by an old chain link fence with fabric panels to provide a visual barrier. It has not been developed. It is zoned C-2 and it's adjacent properties are being used for similar commercial storage. The present owner bought this property to store equipment and materials that are used in landscaping projects in Southern Nevada.

Proposal
We propose to replace the old chain link fence with an new 8' high decorative concrete masonry unit (CMU) fence. The outer face will be split face CMU. We will build a new gateway and install new steel gates at the entrance that we propose on Sycamore Trail.

We want to defer development of sidewalks, curbs, gutters, street grading and street paving.

We will provide a 10 foot landscape buffer on the front (east side) of our fence on Sycamore Trail. Rock mulch and shrubs will be planted on the landscape area on this street frontage.

We will apply asphalt paving in the areas where vehicles will move and be parked. The unpaved ground inside our fence will be compacted Type II structural road base. Boxed plants, potted plants, and palates of sacked materials will also be staged and temporarily stored on this yard. Canopies of the larger boxed trees will be visible from the street, but we believe that equipment and vehicles will not be apparent behind the 8' fence.

We also propose to place up to four (4) 20' long steel shipping/storage containers on the site for secure storage of tools, equipment, and vulnerable materials. These containers will not be visible from the public right of way.

We will **not construct any buildings** on this site in the foreseeable future.

21-0823
12/26/2021

Justification Letter - Planning Action
Parcel 139-19-701-001

Exception to Development Standards
1. We request that you accept our proposed landscaping in lieu of development standards for parking lots and buffers.

Variance
2. We request a variance to allow the 8 foot high fence that is required for our purpose.

Justification
This lot will not have a building or occupants. It is an auxiliary storage yard for the business that is located elsewhere.

Parking Load Calculation - Because there are no building occupants, we will exceed any parking space requirement.

Green Building
We propose no construction that is harmful to the environment in either use or manufacture.

Bicycle Parking
Parking space for bicycles is not appropriate on our site.

Connectivity & Pedestrian Access
There is no apparent need for pedestrian access to this site. The streets that run by this site are not developed. There is no practical means to connect to public pedestrian paths or accessible routes.

Sustainable Construction
We propose only a fence enclosure and limited permanent landscaping.

Electric Vehicle Charging
We have not provided any vehicle charging at this time.

Summary,
We are willing to make the investment required to transform this site into a more attractive storage yard for our vehicles, equipment, and landscape materials.

Submitted on behalf of the property owner,



D.W. Strait
Architect 2841

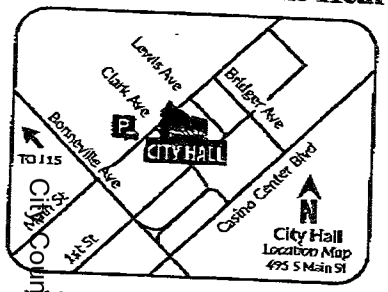
21-0823
12/26/2021

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0823 and 21-0823-ZON1 and 21-0823-SDR1

City Council Meeting of **04/20/2022**

21-0823
13919710013
HICKS RICHARD & CHRISTINE FAM TR
HICKS RICHARD C & CHRISTINE TRS
1937 CATALPA TRL
LAS VEGAS NV 89108-1941

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2022 APR 11 A 6:56

89 89089-1941 89108

D. W. STRAIT Architecture & Planning
1223 Heather Oaks Way • North Las Vegas • Nevada 89031
Tel (702) 239-1838 • Fax (702) 642-8600 • Email: dave.dwstrait@cox.net

Date April 19 2022

To: City Clerk
City of Las Vegas, Nevada

Subject: Nevada Landscaping Equipment Yard

Planning Items 21-0823-ZON1,
21-0823-VAR1,
21-0823-SDR1

Request for abeyance

Request
We request that items 21-0823-ZON1, 21-0823-VAR1, and 21-0823-ADR1, agenda item #57 on the April 20, 2022 City Council Meeting agenda be held in abeyance until the next city council meeting.

We need more time to prepare our presentation.

Submitted on behalf of the owner,
Richard Torres.

Sincerely,

David W. Strait
License 2841

Submitted after final agenda

Date 4-19-22 Item 57a-b

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

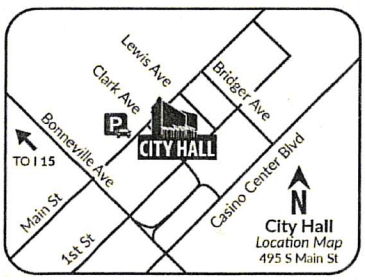
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0823 and 21-0823-ZON1 and 21-0823-SDR1

City Council Meeting of **04/20/2022**

21-0823
13919612014
SHERMAN JASON L
2191 HUSSIUM HILLS ST # 207
LAS VEGAS NV 89108-6472

Submitted after final agenda

Date 4/18/2022 Item 57a-57b

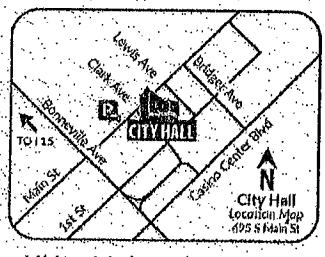
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City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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Official Notice of Public Hearing

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.
21-0823 and 21-0823-ZON1 and 21-0823-SDR1
City Council Meeting of **04/20/2022**

21-0823
13919612212
PEREZ MALISSA
18102 LIMETREE WAY
SANTA ANA CA 92705

Submitted after final agenda

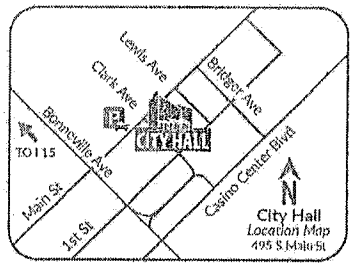
Date 4/19/22 Item 57 a-b
W-5

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0823 and 21-0823-ZON1 and 21-0823-VAR1 and 21-0823-SDR1

Planning Commission Meeting of **02/08/2022**

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FEB 02 2022

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City of Las Vegas

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21-0823
13919612014
SHERMAN JASON L
2191 HUSSIUM HILLS ST # 207
LAS VEGAS NV 89108-6472

89 JRDFMP1 89108

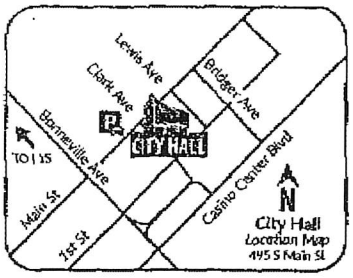
Submitted after final agenda

49a-CP

City of Las Vegas, Department of Planning
495 South Main Street
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.

21-0823 and 21-0823-ZON1 and 21-0823-VAR1 and 21-0823-SDR1

Planning Commission Meeting of **02/08/2022**

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FEB - 7 2022

City of Las Vegas
Department of Planning

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We object to the waiver of perimeter landscape development standards.

21-0823
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HICKS RICHARD C & CHRISTINE TRS
1937 CATALPA TRL
LAS VEGAS NV 89108-1941

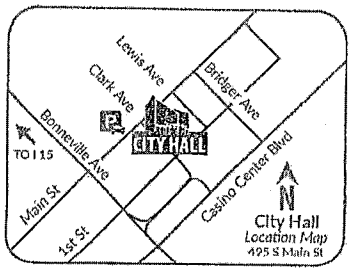
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49a-cp

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495 South Main Street
Las Vegas, Nevada 89101

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City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0823 and 21-0823-ZON1 and 21-0823-VAR1 and 21-0823-SDR1

Planning Commission Meeting of **02/08/2022**

21-0823
13919703014
NEWMAN MICHAEL ALLAN & JAIME ANN
4080 SPRING RD
LAS VEGAS NV 89108

99 JRDFNP1 89108

49a-cA

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
36a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0823-ZON1 - ABEYANCE ITEM - REZONING - FROM: C-2 (GENERAL COMMERCIAL) TO: M (INDUSTRIAL)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	1
City Council Meeting	2	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL The Planning Commission (6-1 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
36b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0823-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED CONTRACTOR'S PLANT, SHOP & STORAGE YARD DEVELOPMENT WITH A WAIVER OF PERIMETER LANDSCAPE DEVELOPMENT STANDARDS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	1
City Council Meeting	2	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL, if approved, subject to conditions. The Planning Commission (6-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
37

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

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by Jerry Walker, Director, Rickey Anderson, Facilities Manager, and Teresa Boyce, Real Estate Manager, Department of Operations and Maintenance, on a review of Facilities Management and Real Estate operational activities - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The report provides the Mayor, City Council, and the citizens background information regarding the Internal Service Fund applications for Facilities Management, along with the ongoing and special project activities provided for by the Operations and Maintenance Real Estate Section.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. PowerPoint Presentation
2. Submitted at Meeting - PowerPoint Presentation by Staff

OPERATIONS & MAINTENANCE DEPARTMENT

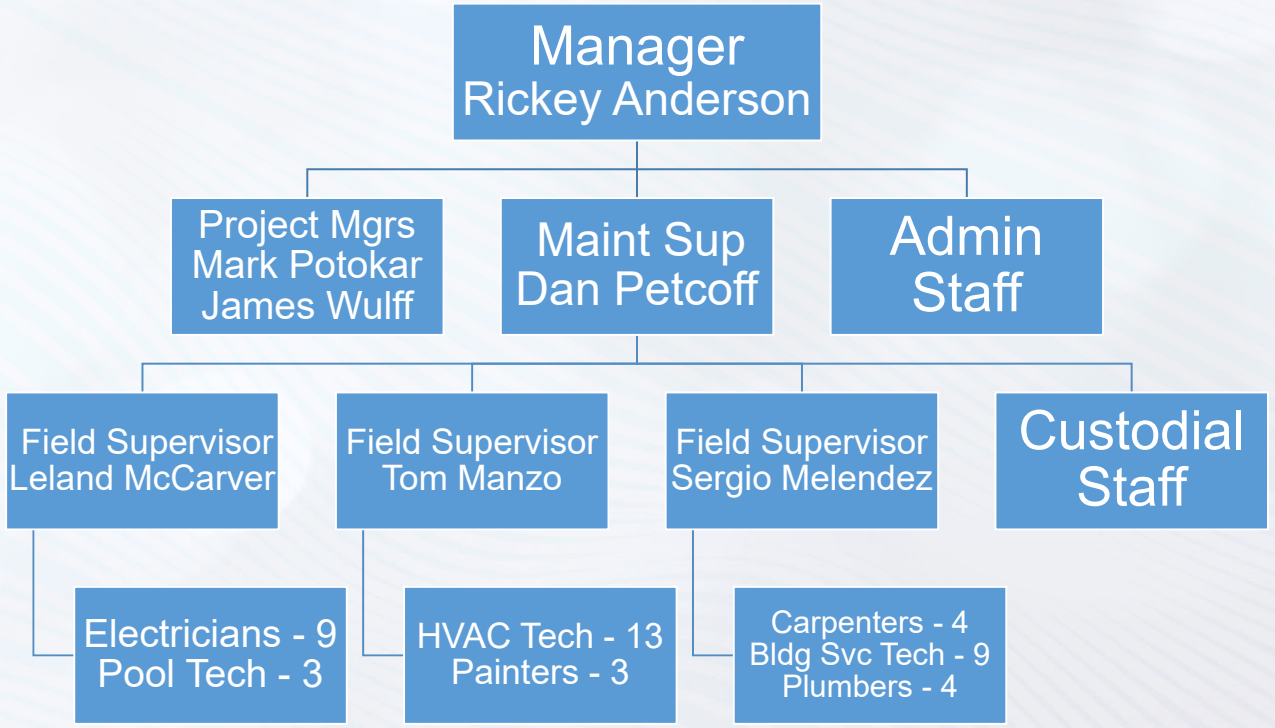
FACILITIES MANAGEMENT DIVISION
Rickey Anderson – Manager

REAL ESTATE SECTION
Teresa Boyce - Manager

Jerry Walker - Director

May 4, 2022

FACILITIES MANAGEMENT ISF
(Full Time Employees - 66)

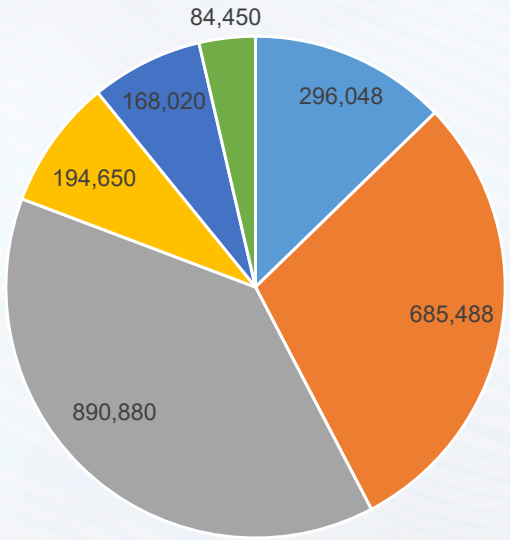


FACILITIES WORK ACTIVITIES

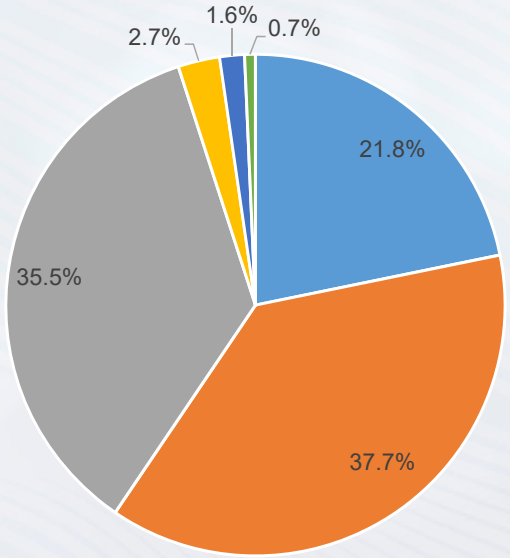
- Routine internal operational response including plumbing, HVAC, electrical, carpentry, painting, pool maintenance.
- Oversight of contractor maintenance
- Customer service requests & special projects assignments
- CIP administration and support
- FM keeps a core crew of skilled tradespeople for timely response to operating issues & internal completion of select projects.
- FM also provides for vendor completion of specialized operating needs for cost-effective applications & for large, complex work activities.

FACILITIES MANAGEMENT ISF

Facility Type ($2.3m SF)



Total Work Orders – 6,112

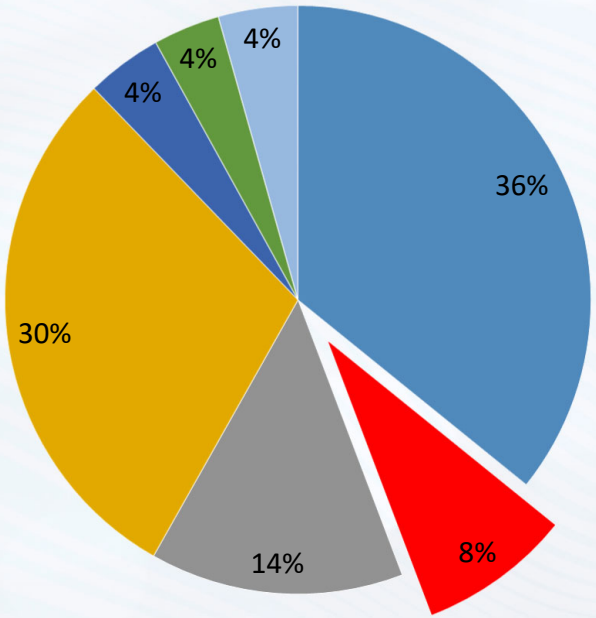


24 Hour Admin Culture & Rec Detention Warehouse Other

FACILITIES CIP & SPECIAL PROJECTS COMPLETED & IN-PROCESS

- The “Move” relocation & TI coordination - multiple fac.
- Pool improvements - Doolittle, Freedom, Pavilion (major); Muni & Garside re-plaster; Durango YMCA filters
- Reroof - VSE, FS#8, Fire WHS, 5th St. Sch., Veterans CC
- LED upgrades - Mirabelli, Doolittle, Stupak, Cent. Hills
- Exterior repaint - FS#41, West LVAC, Leiburn, FS#8 Bomb
- HVAC replacement-Durango YMCA, Cim. Rose, DPS East
- Fuel System Upgrades – Sat. Yard, FLP, East Yard replace
- Well Replacements – FLP #174 & 171A, Lorenzi Park
- Flooring Replacements – 100,000+ SF multiple locations
- Demos – D St., 709 Shadow, 705 LV Blvd, W Chas (2)

FACILITIES MANAGEMENT ISF BREAKDOWN BY EXPENSE CATEGORY



- Staffing Costs + benefits
- Variable Operating
- Mandatory Operating
- Utilities
- Network connectivity
- General Govt Cost Allocation
- Debt Service (Solar Bonds)

Mandatory Operating Costs

- Legally mandated contracts (i.e.)
  - fire suppression
  - elevators
  - Generators
  - etc.
- Non-mandated but necessary contracts (i.e.)
  - pest control
  - automatic doors
  - custodial

ONLY 8% OF THE TOTAL FM BUDGET IS TRULY "VARIABLE"

Real Estate Section

(4 FTE)

- Management of Real Estate Database
- Real Property Acquisitions and Dispositions
- BLM Applications, Nominations, Patents, and Leases
- Negotiate Leases
- Contract Management
- Real Property Services

Management of Real Estate Database

- Responsible for Maintaining the City's Database of Real Property
  - (a) Buildings
  - (b) Vacant Lands
  - (c) Cemetery
  - (d) Golf Courses
  - (e) Parks
  - (f) Community Centers
- Responsible for Updating the City's Asset Maps

Real Property Acquisitions and Dispositions

(Note this excludes EUD Activities)

- Locate property that the City wishes to acquire
- Property Acquisitions Services
  - Contacting Owner
  - Order and Review Appraisals
  - Submit Offer and Negotiate Final Purchase Price
  - Order and Review Title Documents
- Disposal of Property
  - Identify Property for Disposal
  - Follow NRS Procedure to Dispose of Property

BLM Applications, Nominations, Patents, and Leases

- City Employee located Part-Time at the BLM to Expedite City's BLM applications
- Nominate Parcels for Southern Nevada Public Land Management Act (SNPLMA) Auctions
- Obtain Patents and Leases for the City's future Public Purpose needs

Negotiate Leases

- Work with Organizations
  - Identify Property Available for Lease
  - Lease Terms Based on what is in the Best Interest of the City
  - Renewals

Contract Management

- City Real Property Leases
  - Buildings
  - Ground
  - Vacant Land
  - Parquees, Billboards and Cell Towers
  - Golf Courses, the Sports Park, and Woodlawn Cemetery
- Contact Compliance
  - Maintenance Requests
  - Payments
  - In-Kind services
  - Certificates of Insurance
  - Adherence to Contract Terms
  - Renewals and Expirations

Real Property Services

- Estimated Real Property Valuation
- Title Reports
- Appraisals
- Determine Property Ownership

Real Estate Accomplishments

- Actively Manage 121 Contracts
- Completed 26 New Agreements
- Assisted the BLM on over 25 Projects
- Disposed of $6 Million of Surplus Property
- Disposed of $2.5 Million NSP Properties
- Upgrades Las Vegas Municipal Golf Course
- Resolve Conflicts in Angel Park CIP Activities
- On-going improvements at Durango Hills
- Operational and CIP Activities at Woodlawn Cemetery

QUESTIONS?

OPERATIONS & MAINTENANCE DEPARTMENT

Jerry Walker - Director

Teresa Boyce – Manager
Real Estate Section

Rickey Anderson – Manager
Facilities Management Division

May 4, 2022

Submitted at Meeting by Staff
Date: 5/4/2022 Item: 37

Real Estate Section

(4 FTE)

- Management of Real Estate Database
- Real Property Acquisitions and Dispositions
- BLM Applications, Nominations, Patents, and Leases
- Negotiate Leases
- Contract Management
- Real Property Services

Management of Real Estate Database

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  - (b) Vacant Lands
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Real Property Acquisitions and Dispositions

(Note this excludes EUD Activities)

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- Disposal of Property
  - Identify Property for Disposal
  - Follow NRS Procedure to Dispose of Property

BLM Applications, Nominations, Patents, and Leases

- City Employee located Part-Time at the BLM to Expedite City's BLM applications
- Nominate Parcels for Southern Nevada Public Land Management Act (SNPLMA) Auctions
- Obtain Patents and Leases for the City's future Public Purpose needs

Negotiate Leases

- Work with Organizations
  - Identify Property Available for Lease
  - Lease Terms Based on what is in the Best Interest of the City
  - Renewals

Contract Management

- City Real Property Leases
  - Buildings
  - Ground
  - Vacant Land
  - Parquees, Billboards and Cell Towers
  - Golf Courses, the Sports Park, and Woodlawn Cemetery
- Contact Compliance
  - Maintenance Requests
  - Payments
  - In-Kind services
  - Certificates of Insurance
  - Adherence to Contract Terms
  - Renewals and Expirations

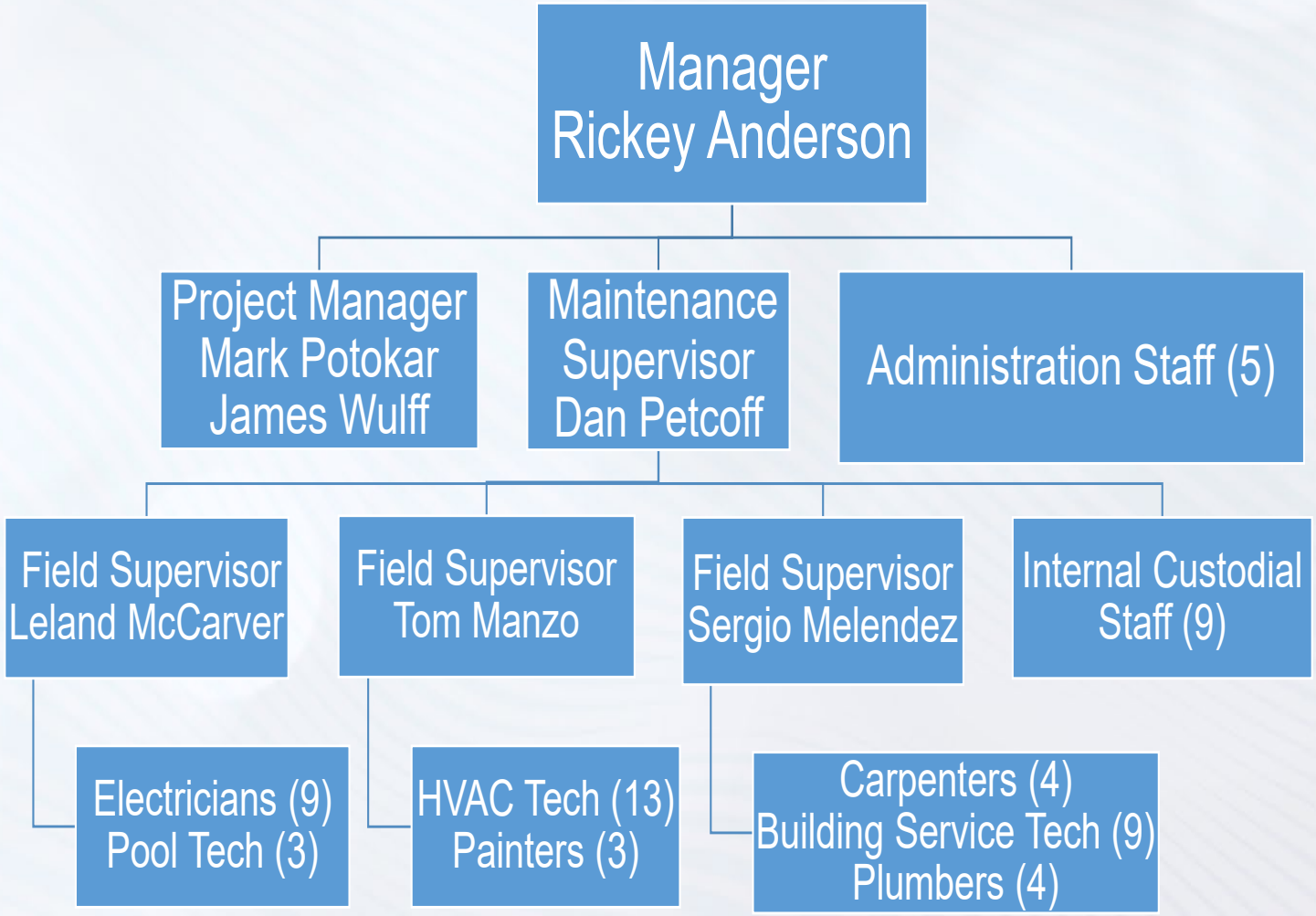
Real Property Services

- Estimated Real Property Valuation
- Title Reports
- Appraisals
- Determine Property Ownership

Real Estate Accomplishments

- Actively Manage 121 Contracts
- Completed 26 New Agreements
- Assisted the BLM on over 25 Projects
- Disposed of $6 Million of Surplus Property
- Disposed of $2.5 Million NSP Properties
- Upgrades Las Vegas Municipal Golf Course
- Resolve Conflicts in Angel Park CIP Activities
- On-going improvements at Durango Hills
- Operational and CIP Activities at Woodlawn Cemetery

FACILITIES MANAGEMENT ISF
(Full Time Employees - 66)

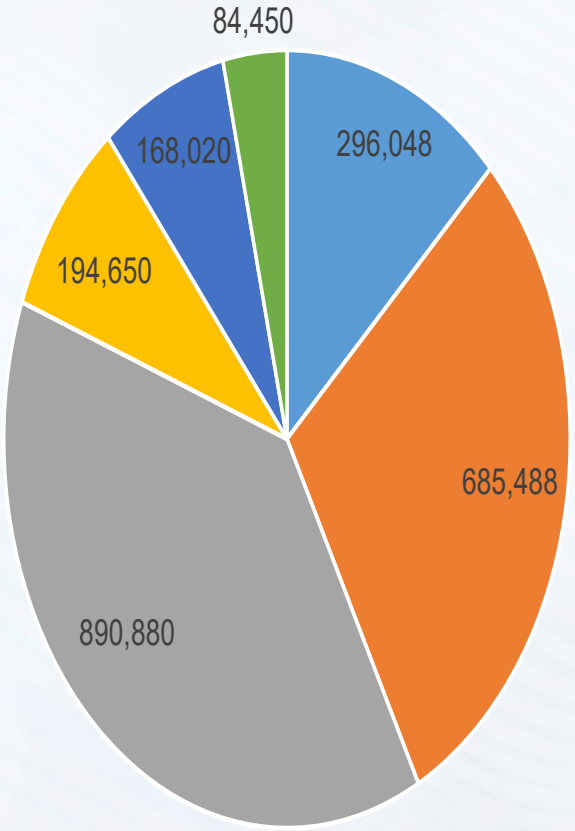


FACILITIES WORK ACTIVITIES

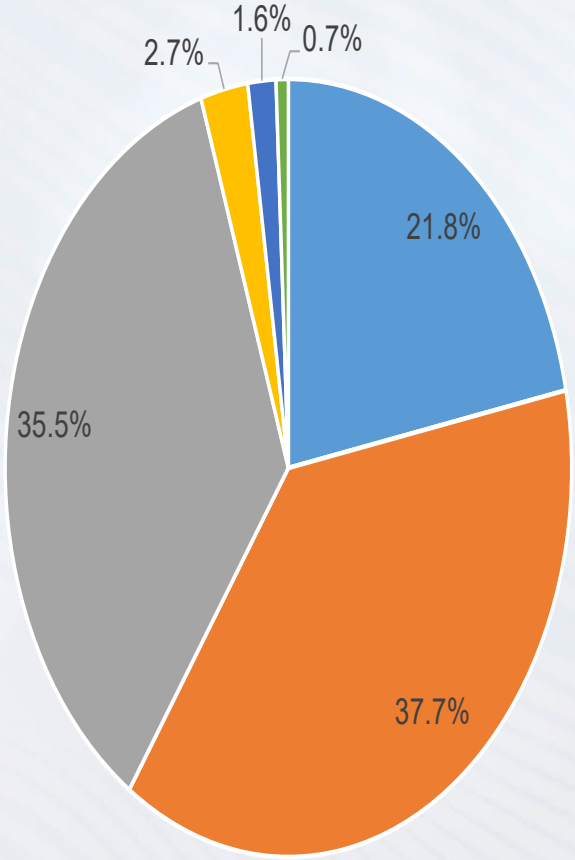
- Routine internal operational response including plumbing, HVAC, electrical, carpentry, painting, pool maintenance.
- Oversight of contractor maintenance
- Customer service requests & special projects assignments
- CIP administration and support
- FM keeps a core crew of skilled tradespeople for timely response to operating issues & internal completion of select projects.
- FM also provides for vendor completion of specialized operating needs for cost-effective applications & for large, complex work activities.

FACILITIES MANAGEMENT ISF

Facility Type (2.3M sq. ft)

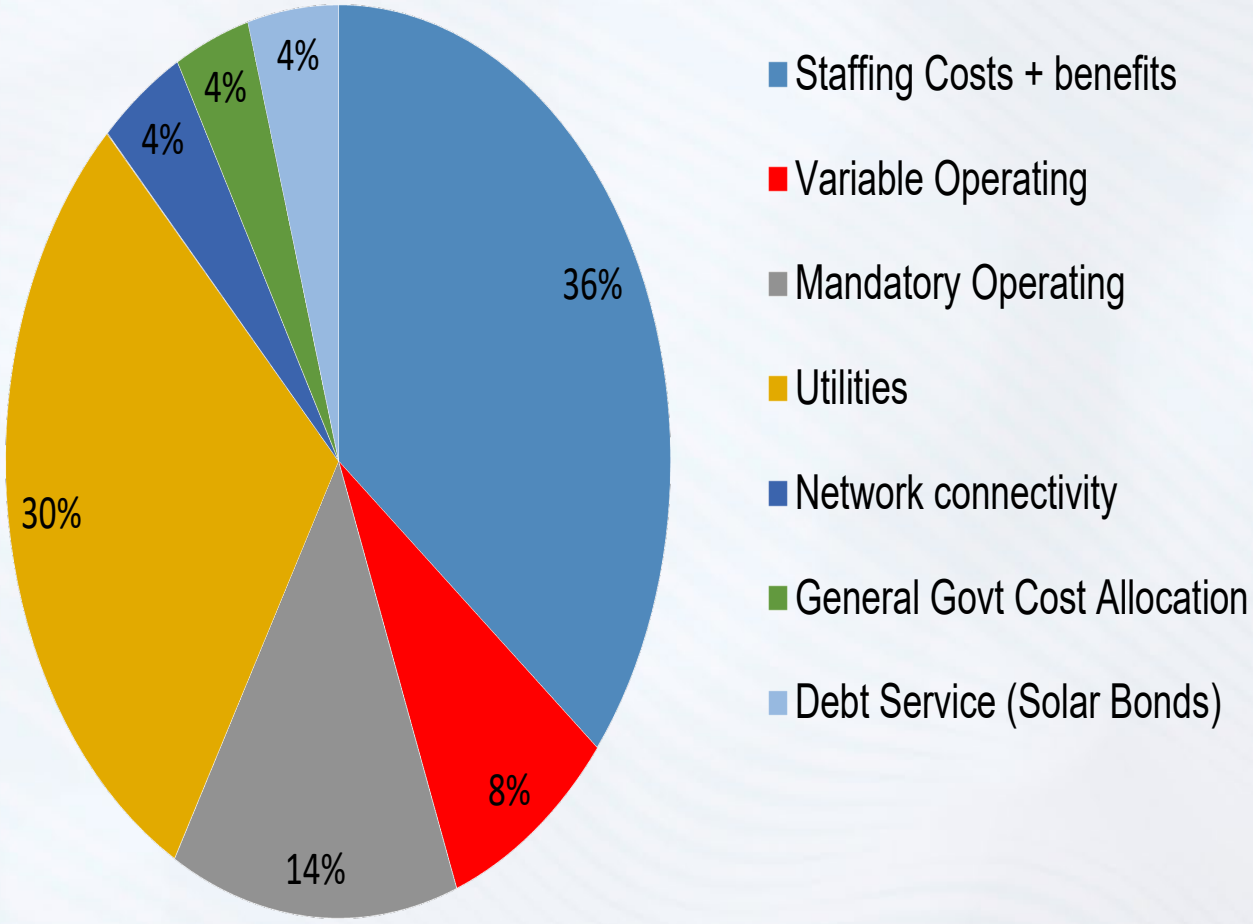


Work Orders (7K Annual)



24 Hour Admin Culture & Rec Detention Warehouse Other

FACILITIES MANAGEMENT ISF BREAKDOWN BY EXPENSE CATEGORY



FACILITIES CIP & SPECIAL PROJECTS COMPLETED & IN-PROCESS

- Roof Replacements (4) and Rehabilitations (8)
- Water Well Replacements (3)
- Fuel Tank/Site replacements and upgrades (3)
- Pool site Upgrades – Emergency (2) and Planned (3)
- City Hall floor and Wall Upgrades
- Structure Demolitions (4)
- HVAC UV Disinfection Systems (2)
- HVAC System Replacements – Emergency (3) and Planned (1)
- Gymnasium LED Lighting Upgrades
- COVID Response Support
- Large Staffing Relocation and Office Upgrade Activities
- Flooring Replacements (100,000 sq. ft.)
- FS-103 Generator Replacement
- Exterior Facility Painting (6)
- ELVCC Upgrades

QUESTIONS?

AGENDA SUMMARY PAGE

City Council
Meeting of: May 4, 2022

Agenda Item No.:
38

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: May 4, 2022

Agenda Item No.:
39

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: May 4, 2022

Agenda Item No.:
40

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

SUBJECT:
COUNCIL EMERGING ISSUES:

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

FISCAL IMPACT:
None

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

RECOMMENDATION:
Direct staff accordingly.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: May 4, 2022

Agenda Item No.:
41

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

BACKUP DOCUMENTATION:
1. Submitted at Meeting – Flyers for Concert in Garehime Heights Park, Movie In The Park – Encanto, May 4th is National Star Wars Day, Orange Juice Day, Bird Day and Melanoma Day and How to Stay Informed by Councilman Anthony; Flyers for Ward 5 Announcements, Las Vegas Historic Preservation Commission National Register of Historic Places Meeting, Ward 5 Movie In The Park – Charlotte's Web, Symphony Park Arts Festival, Quiet Storm Foundation's 19th Annual Hoops for Hope Basketball Camp and Parent Workshop, Teacher Appreciation Week May 2-6, 2022, Ward 5 Newsletter and Stay Connected by Councilman Crear; Flyers for Ward 2 Announcements, Art in the Park – Bruce Trent Park, LVMPD Knight of Power, LVMPD Doggie Days, Animal Foundation Pet Adoptions, Nevada SPCA Pet Adoptions, Small Business Saturdays, Breakfast Buzz and Ward 2 Biz, Office Contact Information and Social Media Accounts by Councilwoman Seaman; Flyers for Ward 3 Announcements, Grand Opening for Misterio Mezcal, Principals' Roundtable at the Historic Fifth Street School, Shredding Event at the Las Vegas City Employee's Association, Earth Day-Children's Day, Cinco De Mayor – The Recreation of the Historic Battle of Puebla at Gary Reese Freedom Park, Mini-Pitch Ribbon Cutting at Gary Reese Freedom Park and Stay in Touch with Me by Councilwoman Diaz; Flyers for Woofter Park Cleanup, May Brews with Brian and Office Contact Information by Councilman Knudsen

Ward 4 Announcements

Garehime Heights Park

May 7th

Noon – 4:00pm

The bands include:

Desert Island Boys

The Psyatics

Los Emptys

Hideaway



Submitted at Meeting by Staff
Date: 5/4/2022 Item: 41



Ward 4 Announcements

Garehime Heights Park Movie

Friday, May 13th

7:00pm

May 4th is National....

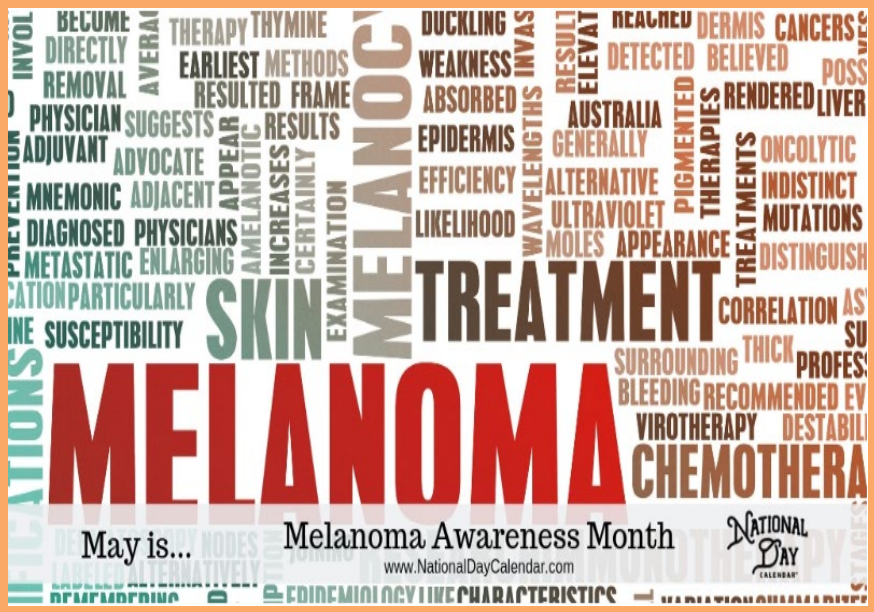


STAR WARS





Orange Juice Day



Melanoma Day



Bird Day



How to Stay Informed

Sign up for Ward 4 email newsletter:

Lasvegasnevada.gov/newsletters

or by texting:

LV Ward4 to 468311

Follow us on Facebook:

Facebook.com/CouncilmanStavrosAnthony

Ward 4 Council Office:

702-229-2524



COUNCILMAN

CEDRIC CREAR
WARD 5

ccrear@lasvegasnevada.gov



LAS VEGAS HISTORIC PRESERVATION COMMISSION

NATIONAL REGISTER OF HISTORIC PLACES MEETING

Wed., May 11

6:00 pm



WARD 5
MOVIE IN THE PARK

"Charlotte's Web"

Patriot Park
4050 Thom Blvd.

Sat., May 21
6:30 pm



SYMPHONY PARK ARTS FESTIVAL

360 Promenade Place
(adjacent to the Smith Center)

Sat., May 21
10 a.m. to 3 p.m.



19th Annual

HOOPS FOR HOPE

Parent workshop
July 16 at 10 a.m.

Doolittle Community Center

(1950 J Street)

July 14-16



TEACHER APPRECIATION WEEK

May 2- 6, 2022

WARD 5 NEWSLETTER

Email

Tanya Jackson-Renter

tjackson@lasvegasnevada.gov

or call

Office: 702-229-5443



STAY CONNECTED

With Councilman Cedric Crear
On Social Media

Twitter:	@cedriccrear
Instagram:	Councilman Crear
Facebook:	Councilman Cedric Crear

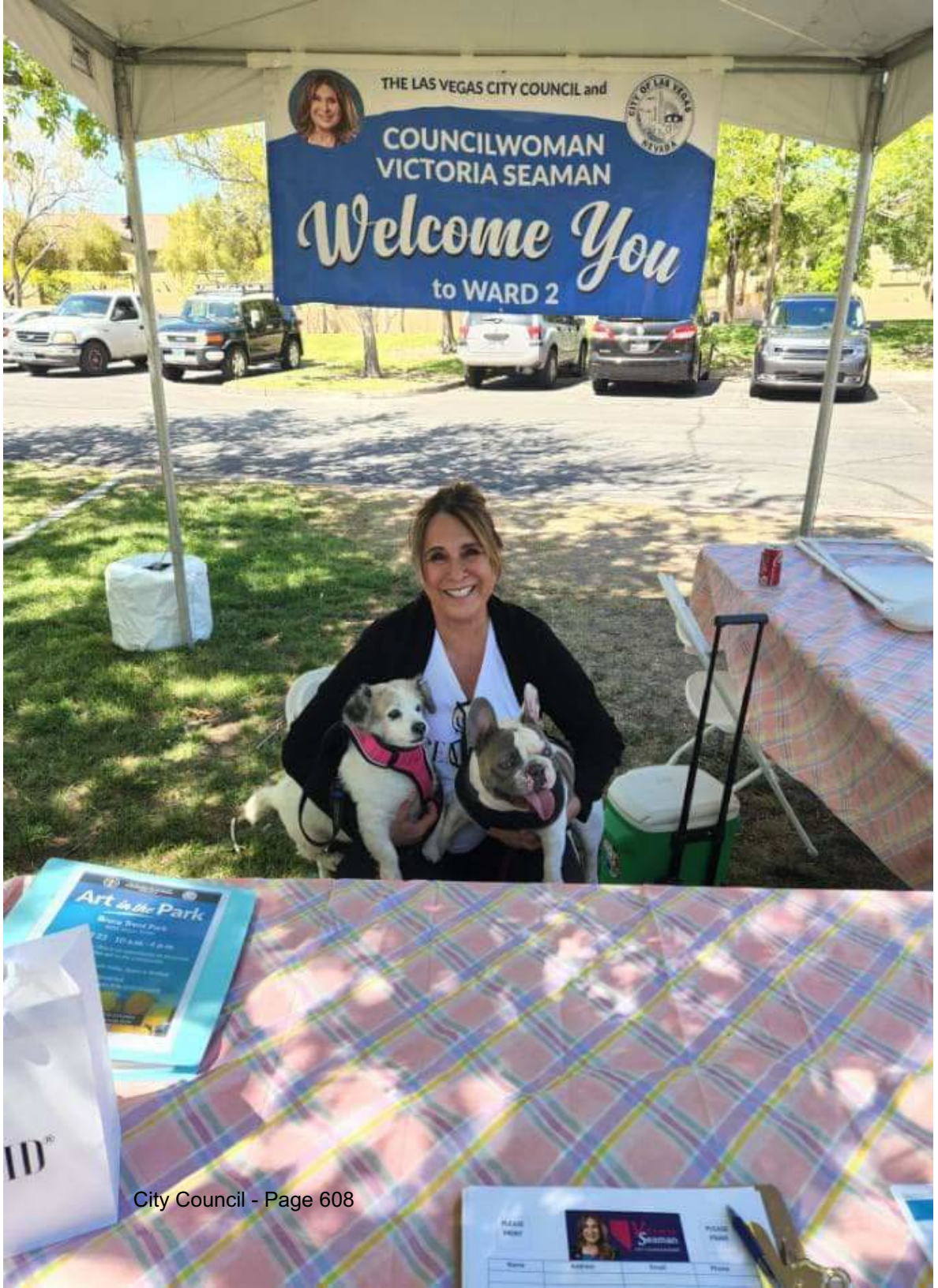

City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
May 2 2022
SUMMERLIN

WARD 2

Art in the Park

Bruce Trent Park

April 23rd



WARD 2

LVMPD

Knight of Power

Summerlin Area Command April 27th



WARD 2

LVMPD

Doggie Days

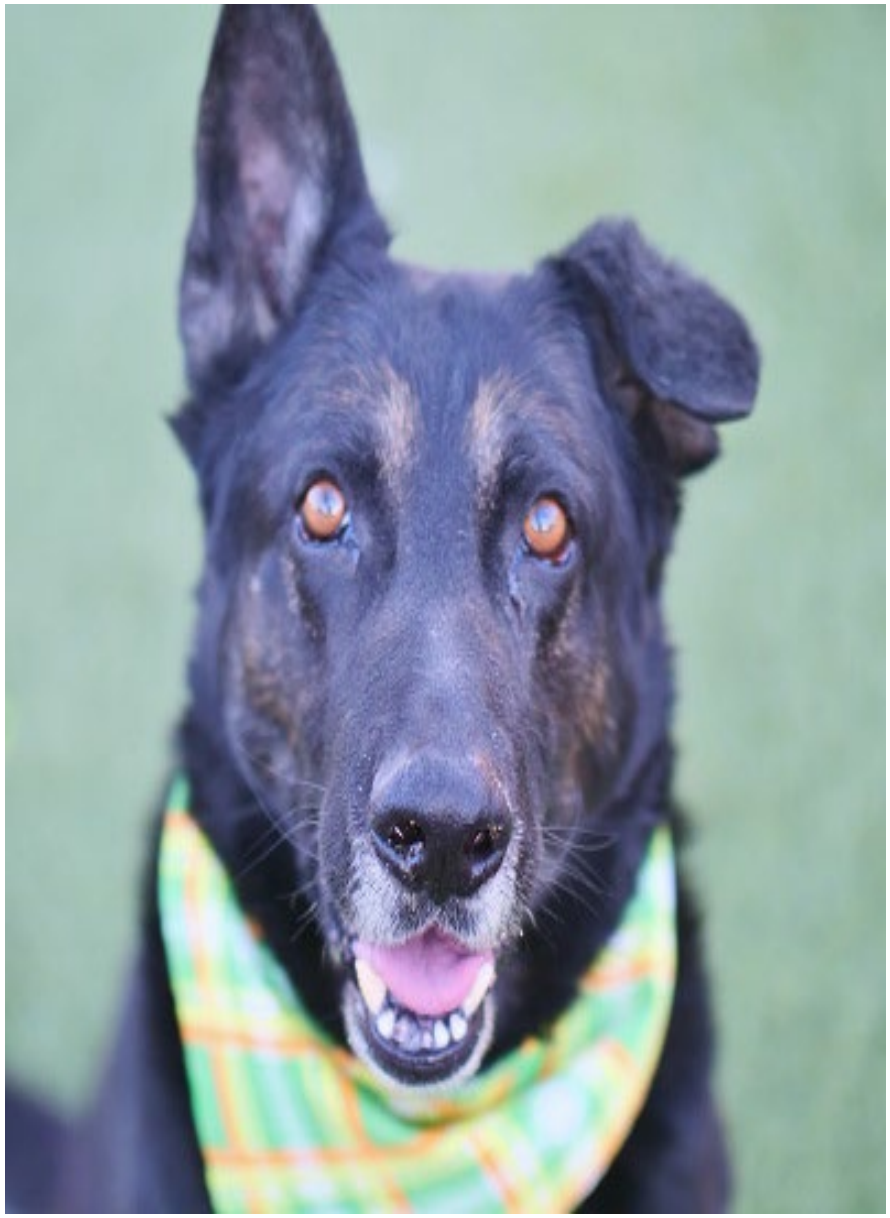
Bruce Trent Park

April 30th



Animal Foundation Pet Adoptions

WARD 2



CLYDE
ID # A1214937
Arrived: 5/1/2022

Male Neutered
Age: 15 Years
Weight: 75 lbs

Animal Foundation Pet Adoptions

WARD 2



BUDDY

ID # A12211364

Arrived: 4/4/2022

Male Neutered

Age: 2 Years

Weight: 62 lbs

Animal Foundation Pet Adoptions

WARD 2



LUCY

ID # A1209986

Arrived: 4/23/2022

Female Spayed

Age: 6 Years

Weight: 60 lbs

Animal Foundation Pet Adoptions

WARD 2



BANE

ID # A1203454

Arrived: 3/25/2022

Male Neutered

Age: 3 Years

Weight: 50 lbs

WARD 2

Animal Foundation Adoptions

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com

Nevada SPCA Adoptions

WARD 2



BOOMER

Arrived March. 2022

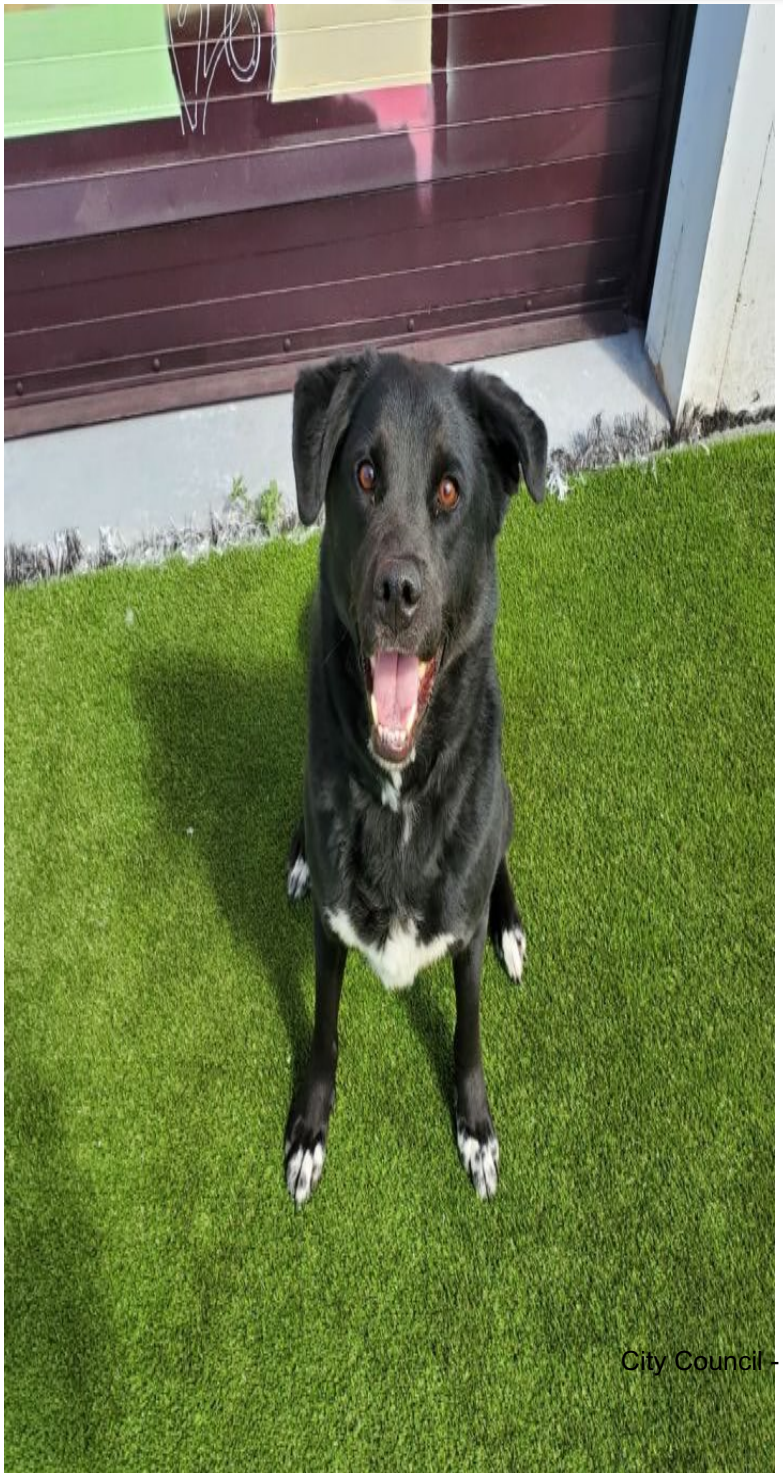
Male Neutered

Age: 5 Years

Weight: 10 lbs

Nevada SPCA Adoptions

WARD 2



BRYCE

Arrived March. 2022

Male Neutered

Age: 3 Years

Weight: 52 lbs

WARD 2

Nevada SPCA Adoptions

Contact the Nevada SPCA

Phone: (702) 873-7722

Email: info@nevadaspca.org

WARD 2


WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

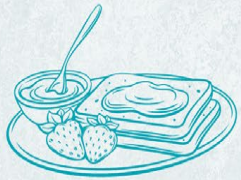
WARD 2

The Las Vegas City Council and **Ward 2**
invite you to a

Breakfast BUZZ

& Ward 2 Biz





Saturday, May 7

9–10 a.m.

Charlies Lakeside | 8603 W. Sahara Ave.

Must RSVP at
Ward2@LasVegasNevada.Gov

Join us for breakfast and to discuss the important issues in your neighborhoods, Ward 2 and the city of Las Vegas.

For more information, call 702.229.2420
or email Ward2@LasVegasNevada.GOV

cityoflasvegas
lasvegasnevada.gov
@VictoriaDSeaman

TTY
7-1-1

during this time.

W2-5708-04-22

WARD 2

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov

PLEASE FOLLOW US ON SOCIAL MEDIA AT:



@VictoriaDSeaman



@VictoriaSeaman

Woofter Park Cleanup

Join us this upcoming Saturday May 7th, 8AM-10AM for a park cleanup and ribbon cutting of the new Fitness Court at **Woofter Park** located at 1600 Rock Springs Dr, Las Vegas, NV 89128

If you would like to volunteer please visit this link: https://getoutdoorsnevada.org/event/woofter-park-cleanup/

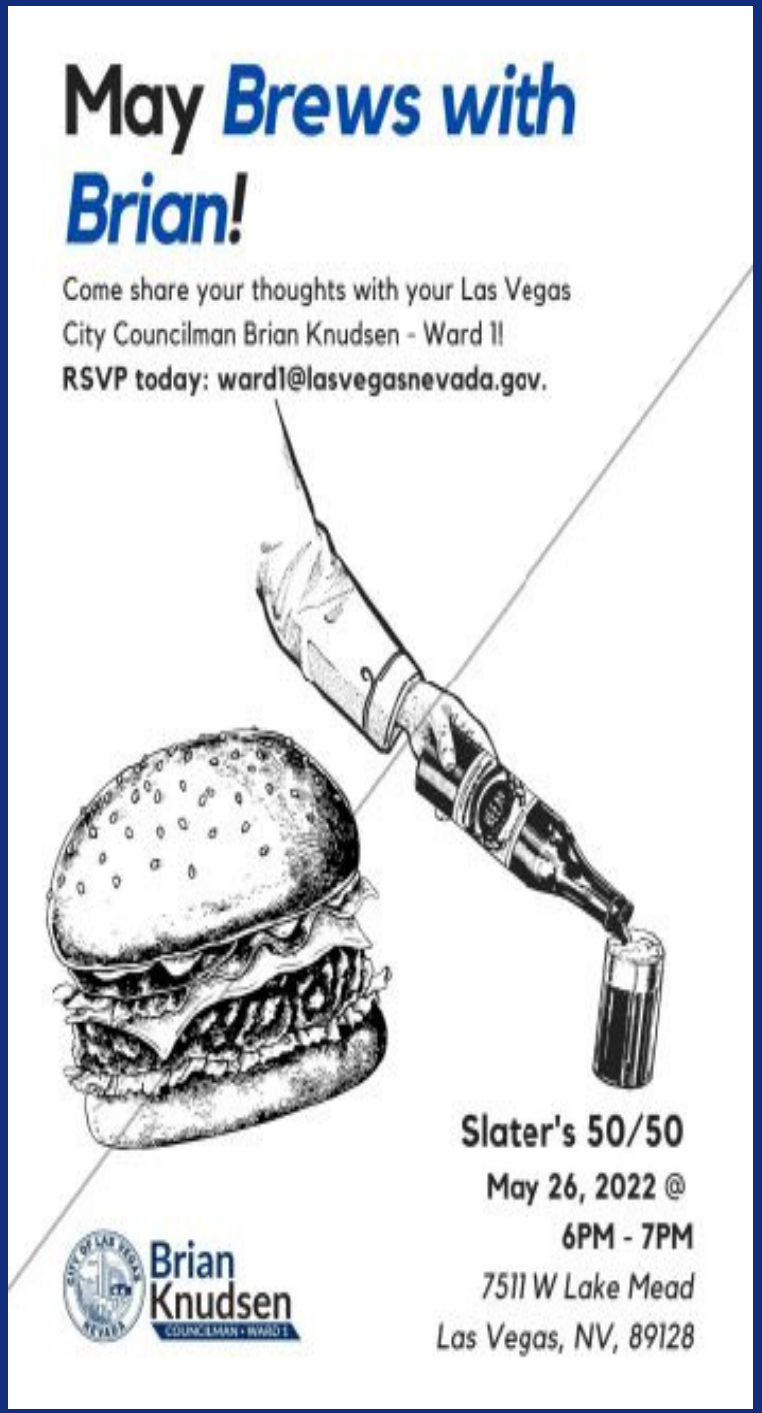


May Brews with Brian!

Join us for May Brews with Brian on May 26th, 6-7PM

@Slater's 50/50 located at 7511 West Lake Mead, Las Vegas, NV 89128.

If you would like to attend please RSVP to:
ward1@lasvegasnevada.gov!





WARD 1

Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

bknudsen@lasvegasnevada.gov

Call: 702-493-1547

Twitter: @BrianforLV | Facebook: facebook.com/BrianforLV

Brian Knudsen
COUNCILMAN • WARD 1



Councilwoman Olivia Díaz

WARD 3

Grand Opening of Misterio Mezcal

April 21st



Principals' Roundtable at the Historic Fifth Street School

April 26th



Shredding Event at the Las Vegas City Employee's Association

April 29th





Earth Day/Children's Day

April 30th









WARD 3
Upcoming Events

Cinco De Mayo at Gary Reese Freedom Park

May 6th

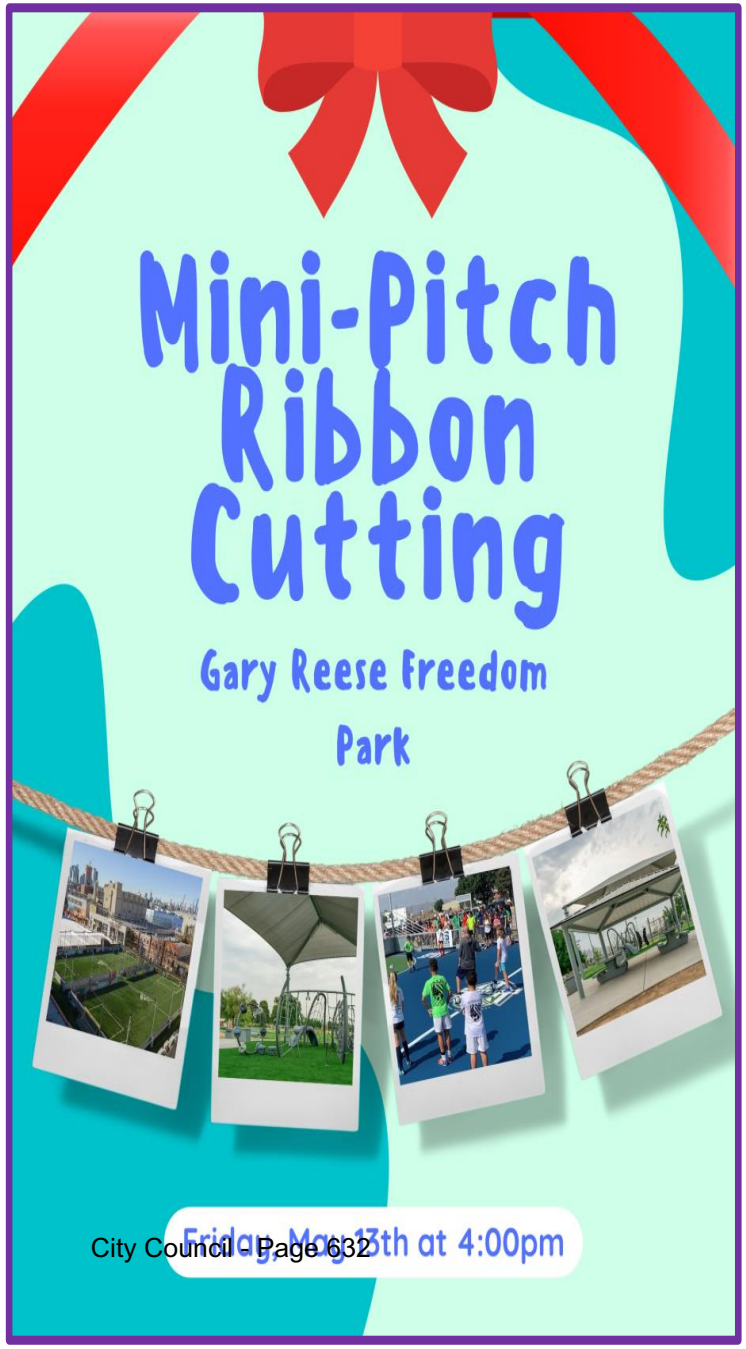




WARD 3
Upcoming Events

Mini-Pitch Ribbon Cutting at Gary Reese Freedom Park

May 13th



STAY IN TOUCH WITH ME

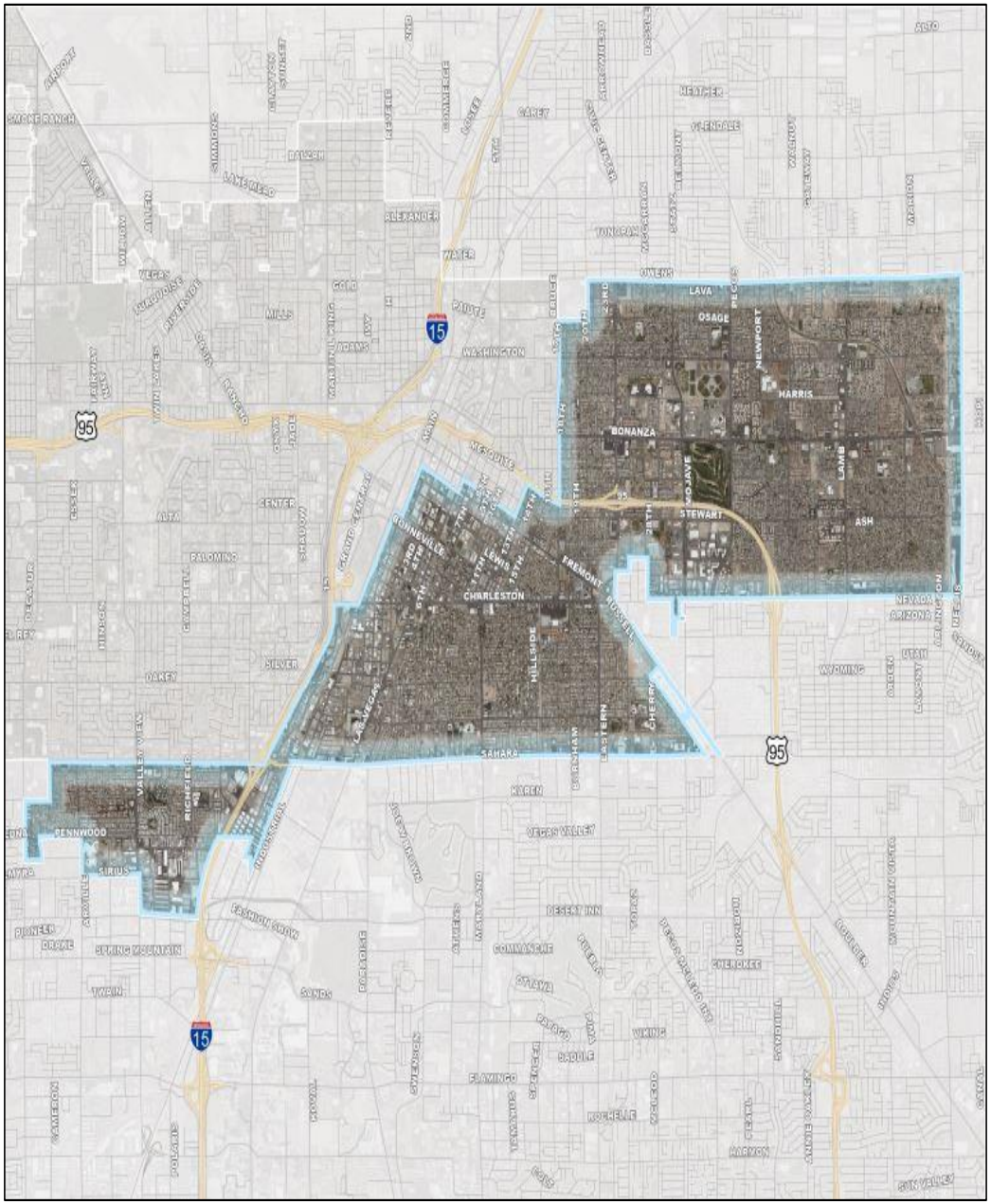
@OliviaDiazLV

@oliviadiazlv

@oliviadiazlv

Office: (702) 229-2359

Email: ward3@lasvegasnevada.gov





Councilwoman Olivia Díaz

WARD 3